



CITY COUNCIL REGULAR MEETING AGENDA
Tuesday, January 21, 2020, 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. January 6, 2020 Camas City Council Regular and Workshop Meeting Minutes
 -  [January 6, 2020 Camas City Council Regular Minutes - Draft](#)
 - [January 6, 2020 Camas City Council Workshop Minutes - Draft](#)
- B. Automated Clearing House and Claim Checks Approved by Finance Committee
- C. \$349,991.00 Rotschy, Inc. Brady Road Street Improvements Project Change Order Number 1 (Submitted by James Carothers)
 -  [Brady Road Change Order 1](#)
- D. \$116,826.24 December, 2019 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Cathy Huber Nickerson)
- E. \$118,088.13 December, 2019 Ground Emergency Medical Transport (GEMT) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Cathy Huber Nickerson)
- F. 4.0 Acres of Property Acquisition Adjacent to NW 18th Avenue (Submitted by Steve Wall)
 -  [Reservoir Purchase & Sale Agreement](#)

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

VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

- A. Mayor Announcements

VIII. MEETING ITEMS

- A. Ordinance No. 20-001 Authorizing a Loan with the Washington State Public Works Board

Presenter: Cathy Huber Nickerson, Finance Director

 [Ordinance No. 20-001](#)

- B. Ordinance No. 20-002 \$10,500,000 Limited Tax General Obligation (GO) Bond

Presenter: Cathy Huber Nickerson, Finance Director

 [Ordinance No. 20-002](#)

IX. PUBLIC COMMENTS

X. ADJOURNMENT

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



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT
Monday, January 6, 2020, 7:00 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Staff: Sam Adams, Bernie Bacon, Phil Bourquin, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Shawn MacPherson, Steve Wall and Madora Doremus (intern)

Press: No one from the press was present

IV. OATH OF OFFICE

- A. Mayor and Council Members Oath of Office
Presenter: Shawn MacPherson, City Attorney

 [Mayor McDonnell Oath of Office](#)
[Council Member Anderson Oath of Office](#)
[Council Member Burton Oath of Office](#)
[Council Member Carter Oath of Office](#)
[Council Member Chaney Oath of Office](#)
[Council Member Roberts Oath of Office](#)

City Attorney Shawn MacPherson administered the Oath of Office to the Mayor and the Council Members.

V. PUBLIC COMMENTS

Karen Garfield, Camas commented about the service of Mayor and Council Members.

VI. CONSENT AGENDA

- A. December 16, 2019, Camas City Council Regular and Workshop Meeting Minutes

 [December 16, 2019 City Council Workshop Minutes - Draft](#)

[December 16, 2019 City Council Regular Minutes - Draft](#)

B. \$847,275.36 Automated Clearing House and Claim Checks Numbered 14233 to 142934, 142943 to 143095; \$2,315,798.97 Automated Clearing House, Direct Deposit and Payroll Checks Numbered 7759 to 7762 and Payroll Accounts Payable Checks Numbered 142935 through 142942; \$5,659,054.60 December 2019 Electronic Payments

C. \$70,500 Capital Asset and Pavement Services, Inc. Citywide Pavement Condition Survey (Submitted by Denis Ryan)

 [Capital Asset and Pavement Services Agreement](#)

D. 2020 Northwest Regional Training Center Safety and Compliance Program Agreement (Submitted by Steve Wall)

 [NWRTC Safety Agreement 2020](#)

E. Camas-Washougal Fire Department Interlocal Agreement Amendment (Submitted by Pete Capell)

 [Amendment to Interlocal Agreement Fire and EMS](#)

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 updates from staff.

B. Council

Hogan congratulated all Council Members and Mayor for their service.

VIII. MAYOR

A. Mayor Announcements

Mayor stated that it is a privilege and honor to serve the City of Camas.


B. Citizen Appointments - Boards, Commissions and Committees

 [2020 Citizen Appointments](#)

It was moved by Council Member Chaney, and seconded, to confirm the Citizen Appointments. The motion carried unanimously.

IX. MEETING ITEMS

- A. Waste Connections Inc. Recycling and Yard Debris Contract
Presenter: Sam Adams, Utilities Manager

 [Staff Report - Recycling and Yard Debris Contract](#)
[City of Camas Agreement with Waste Connections](#)

It was moved by Council Member Burton, and seconded, to approve the Waste Connections Recycling and Yard Debris Contract. The motion carried unanimously.

X. PUBLIC COMMENTS

John Ley, 444 NW Fremont Street, Camas, commented about the Camas Slough Bridge.

XI. EXECUTIVE SESSION

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

The Council met in an Executive Session regarding property acquisition per RCW 42.30.110(1)(b). Mayor McDonnell stated that the Executive Session was scheduled to last approximately 15 minutes. He recessed the meeting at 7:17 p.m. It was held in the Mayor's office at City Hall. Elected officials present were: Mayor McDonnell and Council Members Anderson, Burton, Carter, Chaney, Hogan, Roberts and Smith. Others present were City Attorney Shawn MacPherson, Administrative Services Director Jennifer Gorsuch, City Engineer James Carothers, and Public Works Director Steve Wall.

Mayor McDonnell reconvened the meeting at 7:28 p.m.

XII. ADJOURNMENT

The meeting adjourned at 7:29 p.m.

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



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT
Monday, January 6, 2020, 4:30 PM
City Hall, 616 NE 4th Ave

I. CALL TO ORDER

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

II. ROLL CALL

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

Staff: Jerry Acheson, Bernie Bacon, Phil Bourquin, Catrina Galicz, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Nick Swinhart, Connie Urquhart, Steve Wall and Madora Doremus (intern)

Press: No one from the press was present

III. PUBLIC COMMENTS

No one from the public wished to speak.

IV. WORKSHOP TOPICS

- A. Firefighter/EMT Gene Marlow, 30 Years of Service Recognition
Presenter: Nick Swinhart, Fire Chief

Swinhart presented Marlow with his 30-years of service pin.

- B. 2020 Limited General Obligation (GO) Bond Issue Discussion
Presenter: Cathy Huber Nickerson, Finance Director

 [2020 Limited GO Bond Presentation](#)

Huber Nickerson provided an overview of the 2020 Limited GO Bond.

Cathy further commented about the Public Works Trust Fund loan for the Lake and Everett Roundabout Project.

- C. Public Works Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Steve Wall, Public Works Director

Wall updated Council about the Lake and Everett Roundabout Project and responded to Council's inquiry about City preparations for snow.

- D. Community Development Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director
- Bourquin commented about the North Shore Project, and will attend the next Camas Youth Advisory Council (CYAC) and Growth Management Act (GMA) meetings. Bourquin further commented about the 2019 construction season and responded to Council inquiries about new commercial structures in the City.

- E. Communications Manager Position Description and Proposed Salary Scale
Presenter: Jennifer Gorsuch, Administrative Services Director

 [Staff Report](#)
[Communications Manager Position Description](#)

Gorsuch provided an overview of the Communication Manager Position to Council. Dialogue ensued. This item will be placed on a future Workshop agenda.

- F. Executive Search Proposals
Presenter: Jennifer Gorsuch, Administrative Services Director

 [Staff Report](#)
[Waldron](#)
[Prothman](#)
[Bob Murray and Associates](#)

Gorsuch provided an overview about the City Administrator Executive Search and Council provided staff direction.

- G. City Administrator Miscellaneous Updates and Scheduling
Details: This is a placeholder for miscellaneous or scheduling items.
Presenter: Jennifer Gorsuch, Administrative Services Director

There were no miscellaneous updates.

V. COUNCIL COMMENTS AND REPORTS

Chaney commented about fireworks.

Roberts commented about the homeless population and met with Herrera-Beutler and Murray about community safety. Roberts attended a Downtown Camas Association (DCA) meet and greet, a meeting with staff about North Shore and commented about the laundromat fire affecting other businesses.

Hogan commented about an Association of Washington Cities (AWC) publication about homelessness.

Mayor commented about homelessness.

Anderson will attend the C-TRAN Board orientation and commented about the city-specific bus designs.

Burton commented about the CYAC meeting and will attend the next Columbia River Economic Development Council (CREDC) meeting.

Carter commented about homelessness, Accessory Dwelling Unit (ADU) requests, and will attend the next Library Board of Trustees meeting.

Smith attended the Design Review Committee meeting, will attend the Regional Transportation Coalition (RTC) meeting, and each of the Parks & Recreation Commission, City of Camas, and Port of Camas-Washougal planning retreats.

Mayor attended the Port of Camas-Washougal Town Hall and the Downtown Camas Association's (DCA) First Friday. Mayor had separate meetings with Lloyd Halverson, staff about the Fire Master Plan, and staff about the City Administrator tasks distribution. Mayor also presented to Camas High School (CHS) both of the City of Camas proclamations for the CHS Cross-Country and Football teams.

Mayor commented about the Annual Planning Retreat and discussion ensued.

VI. PUBLIC COMMENTS

Wayne Pattison, 2919 SE 2nd Avenue, Camas, commented about homelessness.

John Ley, 444 NW Fremont Street, Camas, commented about the Legacy Lands project.

Randy Harrison, 3942 NW Currawong Court, Camas, commented about homelessness and energy conservation.

VII. ADJOURNMENT

The meeting adjourned at 5:44 p.m.

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



City of Camas
Contract Change Order

Order No. 1 Date December 20, 2019

Contract for S-587 Brady Road Street Improvements

To Rotschy, Inc. 9210 NE 62nd Avenue, Vancouver, WA 98665
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item	Description of Changes	Decrease in Contract Price	Increase in Contract Price
1A	Increase <i>Bid Item 18 Select Borrow, Including Haul</i> By 8,461 TON @ \$11.00/Ton		\$93,071.00
1B	Increase <i>Bid Item 19 Unsuitable Foundation Excavation, Including Haul</i> By 8,564 C.Y. @ \$30.00		\$256,920.00
1C	Delete <i>Bid Item 29 Temporary Concrete Barrier</i> , and create <i>Bid Item 29A Traffic Channelization and Safety</i> , Lump Sum		NO COST
Subtotals:			\$349,991.00
8.4% Sales Tax:			\$0.0
Net Change in Contract Price:			\$349,991.00

Contract Change Orders for this project = 5.8% of original contract



NOTES: **1A & 1B)** The plan quantity for *Bid Item 18 Select Borrow, Including Haul* was 11,000 Ton and *Bid Item 19 Unsuitable Excavation, Including Haul* was 100 C.Y. With this Change Order the new quantities for each of these items are 19,461 Ton, and 8,664 C.Y., respectively. The over-runs of these two items relate to the very poor subgrade soils that were exposed during excavation of the roadway base. In general, we had to excavate an additional 1-2 feet in depth below the subgrade elevation for the length of the project to find material capable of supporting the roadway. While there were several borings taken during the geotechnical evaluation, these did not provide an adequate estimate of the poor condition and depth of the very poor soil and organic material found during construction. By mutual agreement, the unit bid prices for each of these items shall remain as \$11.00/Ton and \$30/C.Y., respectively. See Field Directive #1 for more information. **1C)** During construction it was determined that the R-O-W width would not accommodate the installation of 1,700 L.F. of temp. concrete barrier as indicated in the original plans. By mutual agreement we have determined to use Barrels, Candle-Sticks, and similar traffic control devices and labor to safely route traffic through the project area for the duration of the project. Payment to be made in equal monthly installments to the contractor, not to exceed a total of \$69,700. See Field Directive #2 for more information. All items above are approved by PBS Construction Manager and City P.M..

The amount of the contract will be **increased** by the sum of: Three Hundred Forty Nine Thousand, Nine Hundred Ninety One Dollars and 00/100's (\$349,991.00)

The contract total, including this Change Order will be **increased** to Six Million, Thirty Four Thousand, Two Hundred Three Dollars and 54/100's (\$6,034,203.54)

The contract completion date for this project shall remain **unchanged**.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested	 _____ PBS Construction Manager	<u>1/20/20</u> _____ Date
Confirmed	 _____ Camas Project Manager	<u>1/10/2020</u> _____ Date
Accepted	 _____ Contractor - ROTSCHY, Inc.	<u>1/10/20</u> _____ Date
Reviewed	 _____ Engineering Manager	<u>1/10/2020</u> _____ Date
Approved	 _____ Public Works Director	<u>1/13/2020</u> _____ Date

REAL ESTATE PURCHASE AND SALE AGREEMENT
WITH EARNEST MONEY PROVISION

1. **Effective Date:**

July 26, 2019

2. **Parties:** Dennis W. Daley; Pacific Realty Advisors LLC, John P. Rader, its Manager; Court appointed Receiver for the Estates of Arch and Pauline MacDonald; DGM Remainder Trust, dated June 22, 1990; MacKay Family Clark County Properties, LLC; and Douglas B. MacDonald, Trustee of the MacDonald Living Trust, hereinafter referred to as "Seller"; and The City of Camas, a Washington municipal corporation, hereinafter referred to as "Purchaser". The parties agree that upon issuance of the preliminary title report for the parcels described in section 3 that the respective vested ownership interests shall be determined.

3. **Property Sold:** Subject to the terms, conditions and considerations set forth herein, the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller certain real property located in Clark County, Washington, described as follows, hereinafter "Premises":

County of Clark, State of Washington

SEE ATTACHED EXHIBIT "A"

(legal description – portion APN 125623-000 and 125193-000) and
EXHIBIT "B" (referenced in section 8.3, portion of APN 125185-000)

Purchaser and Seller authorize the insertion of any correction to the legal description and shall further utilize good faith and best efforts to establish the subject Premises and any of sellers lots affected by the creation of the Premises parcel as legal lots by way of short plat or other mechanism acceptable to the parties prior to closing

4. **Purchase Price:** The total purchase price for the premises shall be Eight Hundred Sixteen Thousand six hundred and thirty two and No/100 Dollars (\$816,632.00), payable in cash at closing.

5. **Earnest Money Deposit:** Purchaser herewith deposits and delivers to Seller, and Seller hereby acknowledges receipt of the sum of One Thousand and No/100 Dollars (\$1,000.00) as earnest money deposit. The earnest money shall be held in escrow by CLARK COUNTY TITLE for the benefit of the parties.

6. **Escrow and Closing Agent:** Purchaser hereby authorizes Seller to establish an escrow with a title insurance company, or other mutually agreed closing agent, for the closing of the transaction contemplated herein, and to deliver to said escrow and closing agent an original of this agreement, the earnest money deposit, escrow and closing instructions, and any and all other documentation necessary for closing. This agreement shall be closed on or before July 29, 2019, which shall be the termination date.

7. **Title Insurance:** Purchaser shall be furnished with a standard form owner's policy of title insurance at closing. Closing agent shall apply for a preliminary commitment for such insurance with a title insurance company. The policy shall insure title to the Premises in Purchaser to the full extent of the purchase price, subject to no encumbrances, defects or liens except those specified in the printed policy form, and those which are set forth in this agreement. If title cannot be made so insurable on or before the closing date called for herein, either party may terminate this agreement by written notice to the other party. In such event, unless Purchaser elects to waive such defects or encumbrances, the earnest money deposit and any down payment proceeds shall be refunded to Purchaser, less title insurance company

DL/DP

charges.

8. **Title and Conveyance:** Title of Seller is to be free of encumbrances or defects except:

8.1. Rights reserved in federal patents or state deeds; building or use restrictions general to the district, including governmental platting and subdivision requirements; reserved hydrocarbon and mineral rights; existing utility and other easements of record approved by Purchaser and not inconsistent with Purchaser's intended use; existing covenants, conditions, restrictions, easements, deed exceptions and reservations of record as approved by Purchaser and not inconsistent with Purchaser's intended use; all of which shall not be deemed encumbrances or defects.

8.2. Encumbrances to be discharged by Seller may be paid out of purchase price at the date of closing. Seller shall convey title to the Premises to Purchaser by warranty deed, subject to those encumbrances, liens and defects noted as exceptions in Paragraphs 7 and 8 of this agreement, and subject to encumbrances and defects assumed, and accepted or approved by Purchaser as provided in Paragraphs 7 and 8 of this agreement, except as set forth in Section 8.3 and 8.4.

8.3 The parties acknowledge that a portion of the Premises as set forth in the attached Exhibit B was originally granted as a "free right of way forever for a wagon road" and ascertaining a clear chain of title may not be possible. As such, title to said portion of the Premises shall be conveyed by Seller by Quit Claim Deed. Seller shall have the continuing duty to reasonably cooperate with any Purchaser's effort to clear title on said portion by quiet title action or otherwise. Seller's obligation under this Section shall consist of executing documents reasonably necessary to assist in the Purchasers quiet title efforts and all costs incurred in the Purchasers pursuit of quiet title to the "wagon road" shall be the responsibility of the Purchaser and not the Seller.

8.4 The conveyance of any interest in the Premises by the Court appointed Receiver requires Court approval and the Receiver agrees to utilize best efforts to obtain approval in a timely manner. Further, any conveyance by the Receiver shall be by Receiver's Quit Claim Deed.

9. **Closing Costs:** Purchaser shall be responsible for paying the following closing costs: title insurance; the escrow closing fees, the recording fees, and all attorney's fees incurred by Purchaser. Seller shall pay, no real estate excise tax (see Section 26), and all attorney's fees incurred by Seller.

10. **Pro-rations and Adjustments at Closing:** Taxes and assessments for 2019 shall be prorated as of the date of closing.

11. **Possession:** Purchaser shall be entitled to possession of the Premises on the date of closing. From and after the effective date hereof until closing or earlier termination of this Agreement, in addition to any access provided by separate agreement between the parties hereto, Purchaser and its agents, employees and contractors shall, with at least one business day notice, be allowed full access to the entire Premises prior to the closing for the purposes of conducting surveys, tests and inspections on the property, and other investigations as Purchaser deems prudent. Seller shall cooperate fully and assist Purchaser in completing such inspections and investigations. Should this transaction fail to close, Purchaser shall be

A handwritten signature in black ink, appearing to read "JW/DM", is located at the bottom right of the page.

responsible for leaving the property in a condition as close as reasonably possible to the condition in which Purchaser found it on the date of this Agreement.

12. **Conditions Precedent:** The enforceability of this agreement by the parties hereto and the obligations of the parties to close escrow are subject to the occurrence or waiver of each of the following conditions precedent on or before the date established for closing as hereinabove set forth:

12.1 Approval of the condition of title to the Premises by Purchaser.

12.2 That all representations and warranties are true on the date of closing.

If any of the conditions are not satisfied or waived by the party who benefits from such conditions at or prior to closing, such party, without prejudice to any other rights or remedies herein provided, may withdraw from this transaction and be released from all liability hereunder by giving written notice to the other party and the escrow/closing agent. The parties' agreement to close this transaction constitutes their approval or waiver of all such conditions.

13. **Default:** If Purchaser defaults in the performance of its obligations hereunder, Seller's sole remedy shall be to withdraw the earnest money deposit from escrow as liquidated damages for such default and to rescind this agreement, after which this agreement shall be terminated and Purchaser shall have no further rights or obligations.

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If Seller defaults in the performance of his obligations hereunder, Purchaser may seek specific performance pursuant to the terms of this agreement, damages, rescission, or any other remedy allowed by law. Notwithstanding the foregoing, if Seller is unable to convey title to the subject Premises in the condition required pursuant to this agreement, the sole liability of Seller shall be to refund to Purchaser the earnest money deposit.

JA PC Initials DPM MAM

14. **Attorney Fees and Costs:** In the event litigation arises out of this agreement, the losing party agrees to pay the prevailing party's attorney fees incidental to said litigation, together with all costs and expenses incurred in connection with such action, including costs of searching records to determine the condition of title, and whether or not incurred in trial court or on appeal, or in any proceedings under the federal Bankruptcy Code or state receivership statutes.

15. **Waiver:** No act or omission of either party hereto shall at any time be construed to deprive such party of a right or remedy hereunder or otherwise be construed so as to at any future time stop such party from exercising such right or remedy. Failure of a party at any time to require performance of any provision of this agreement shall not limit the right of that party to enforce the provision, nor shall any waiver by a party of any breach of any provision constitute a waiver of any succeeding breach of that provision, or waiver of that provision itself, or any other provision.

16. **Escrow or Closing Instruction:** This agreement shall serve as and/or be incorporated into Seller's and Purchaser's escrow or closing instructions for the closing of this transaction. Any inconsistencies between this agreement and escrow or closing instructions provided by the parties shall be

JA

resolved in favor of this agreement.

17. **Non-Merger:** Provisions of this agreement shall not be deemed to have merged into the closing documents, but shall survive the closing and continue in full force and effect.

18. **Closing and Termination:** Purchaser shall have until the closing date to satisfy or waive all contingencies referenced in Section 12, above, unless terminated according to the provisions of this agreement. The parties may by mutual agreement extend the closing date. Each party will deposit with the closing agent all instruments and monies necessary to complete the purchase and sale.

19. **Taxes and Assessments:** After closing, Purchaser shall assume all real estate and personal property taxes and assessments which thereafter become due on the Premises.

20. **Notices:** Notices or demands hereunder shall be in writing and may be mailed or delivered personally. If mailed, such notices shall be sent with postage prepaid, by certified mail, return receipt requested, and the date marked on the return receipt by United States Postal Service shall be deemed to be the date on which the party received the notice. Notices shall be mailed or delivered to the last known addressee or the parties.

21. **Seller's Warranties:** Seller warrants the following:

21.1 That it has no notice of any liens to be assessed against the Premises.

21.2 That it has no notice from any governmental authority or agency of any violation of law or ordinance relating to the Premises.

21.3 To the best of Seller's knowledge, the Premises are free from all hazardous materials and that no hazardous materials have been used or placed on the Premises during the period of its ownership.

22. **Disclosure of Representation:** It is understood that this Real Estate Purchase and Sale Agreement has been prepared by Shawn R. MacPherson, attorney, for the benefit of The City of Camas, Purchaser, and by Randy Printz, attorney, for the benefit of Seller.

23. **Miscellaneous:**

23.1 **Gender and Number:** As used in this agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

23.2 **Interpretation/Construction:** Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this agreement for any purpose relating to construction or interpretation of the terms of this agreement and shall in no way limit any of the provisions of this agreement.

23.3 **Entire Agreement and Amendment:** This agreement constitutes the entire agreement of the parties hereto, supersedes and replaces all prior or existing written and oral agreements between the parties, and may not be amended other than in writing, signed by all parties.

SA / DPM

23.4 **Successors and Assigns:** The terms and provisions of this agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives and proper and permitted assigns and successors of the parties.

23.5 **Closing Agent:** For purposes of this agreement, "closing agent" shall be defined as a person authorized to perform escrow or closing services who is designated by the parties hereto to perform such services.

23.6 **Date of Closing:** For purposes of this agreement, "date of closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow or closing instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.

23.7 **Time of the Essence:** Time is of the essence of this agreement.

23.8 **Governing Law and Venue:** This agreement shall be governed by and interpreted in accordance with Washington law. Any action or litigation arising out of or in connection with this agreement shall be conducted in Clark County, Washington.

24. **Ratification:** This agreement shall not be binding upon the City of Camas until ratified by the City Council of the City of Camas at a regularly scheduled council meeting. The City agrees to submit this agreement for ratification at the next regularly scheduled council meeting following acceptance by Seller.

25. **Roadways:** Depicted and described on Exhibit "C" are road and utility improvements to be designed and constructed in the future on a portion of the Premises and on a portion of Seller's property adjacent to the west and north of the Premises. Half of the right of way and half of the road improvements shall be located on the Premises. The Parties shall split the cost of design and installation of all utilities, which shall be located within the road improvements regardless of whether such utilities are located on the Premises or Seller's adjacent property. Utility stubs to the Seller's adjacent property(ies) shall be jointly determined at time of final design. The Improvements shall be constructed by the City either: (1) within one year of Site Plan Review or Preliminary Plat approval on either parcel number 125623-000 or 125193-000; or (2) within eighteen (18) months of an application for Site Plan Review or Preliminary Plat approval on either parcel number 125623-000 or 125193-000, whichever is later. At the time of the design or construction of the improvements, the Parties, by mutual agreement, may alter the scope or magnitude of the Improvements to be constructed by the City. In such event, the Seller shall not be entitled to any additional consideration or payment.

26. **Execution Under Threat of Condemnation:** Purchaser has the power of eminent domain and has determined to acquire the premises subject to satisfaction of the conditions precedent set forth above. Purchaser has determined that the best way to acquire the premises is by agreeing to the carrying out the terms of this Agreement. However, it is recognized by the parties to this Agreement that, in the event this Agreement is not consummated, Purchaser is ready, willing, and able to exercise its power of eminent domain to make such acquisition. The terms of this Agreement have been negotiated in light of such power, and the acquisition, if this transaction is completed, will be made in lieu of and under the threat of condemnation.

DATED this 26th day of July, 2019.

BA

CITY OF CAMAS

By: Peter Capen
Name: PETER CAPELL
Title: CITY ADMINISTRATOR

On the _____ day of July, 2019, the undersigned hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller.

Dennis W. Daley

PACIFIC REALTY ADVISORS LLC, GENERAL RECEIVER FOR THE ESTATES
OF ARCH & PAULINE MacDONALD

John Rader
By: John Rader
Title: Manager

ESTATES OF ARCH AND PAULINE MacDONALD

By: _____
Title: Personal Representative

DGM REMAINDER TRUST, dated June 22, 1990

Daniel P. Mackay Co-T
By: DANIEL P. MACKAY
Title: Co-T

MacKay FAMILY CLARK COUNTY PROPERTIES, LLC

Donald M. Mackay Co-M
By: Donald M. Mackay
Title: Co-Mgr

Daniel P. Mackay Co-M
DANIEL P. MACKAY
Co-M

MACDONALD LIVING TRUST

By: _____
Title: _____

REAL ESTATE PURCHASE AND SALE AGREEMENT
WITH EARNEST MONEY PROVISION

1. **Effective Date:**

July 26, 2019

2. **Parties:** Dennis W. Daley; Pacific Realty Advisors LLC, John P. Rader, its Manager; Court appointed Receiver for the Estates of Arch and Pauline MacDonald; DGM Remainder Trust, dated June 22, 1990; MacKay Family Clark County Properties, LLC; and Douglas B. MacDonald, Trustee of the MacDonald Living Trust, hereinafter referred to as "Seller"; and The City of Camas, a Washington municipal corporation, hereinafter referred to as "Purchaser". The parties agree that upon issuance of the preliminary title report for the parcels described in section 3 that the respective vested ownership interests shall be determined.

3. **Property Sold:** Subject to the terms, conditions and considerations set forth herein, the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller certain real property located in Clark County, Washington, described as follows, hereinafter "Premises":

County of Clark, State of Washington

SEE ATTACHED EXHIBIT "A"

(legal description – portion APN 125623-000 and 125193-000) and
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Purchaser and Seller authorize the insertion of any correction to the legal description and shall further utilize good faith and best efforts to establish the subject Premises and any of sellers lots affected by the creation of the Premises parcel as legal lots by way of short plat or other mechanism acceptable to the parties prior to closing

4. **Purchase Price:** The total purchase price for the premises shall be Eight Hundred Sixteen Thousand six hundred and thirty two and No/100 Dollars (\$816,632.00), payable in cash at closing.

5. **Earnest Money Deposit:** Purchaser herewith deposits and delivers to Seller, and Seller hereby acknowledges receipt of the sum of One Thousand and No/100 Dollars (\$1,000.00) as earnest money deposit. The earnest money shall be held in escrow by CLARK COUNTY TITLE for the benefit of the parties.

6. **Escrow and Closing Agent:** Purchaser hereby authorizes Seller to establish an escrow with a title insurance company, or other mutually agreed closing agent, for the closing of the transaction contemplated herein, and to deliver to said escrow and closing agent an original of this agreement, the earnest money deposit, escrow and closing instructions, and any and all other documentation necessary for closing. This agreement shall be closed on or before July 29, 2019, which shall be the termination date.

7. **Title Insurance:** Purchaser shall be furnished with a standard form owner's policy of title insurance at closing. Closing agent shall apply for a preliminary commitment for such insurance with a title insurance company. The policy shall insure title to the Premises in Purchaser to the full extent of the purchase price, subject to no encumbrances, defects or liens except those specified in the printed policy form, and those which are set forth in this agreement. If title cannot be made so insurable on or before the closing date called for herein, either party may terminate this agreement by written notice to the other party. In such event, unless Purchaser elects to waive such defects or encumbrances, the earnest money deposit and any down payment proceeds shall be refunded to Purchaser, less title insurance company

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charges.

8. **Title and Conveyance:** Title of Seller is to be free of encumbrances or defects except:

8.1. Rights reserved in federal patents or state deeds; building or use restrictions general to the district, including governmental platting and subdivision requirements; reserved hydrocarbon and mineral rights; existing utility and other easements of record approved by Purchaser and not inconsistent with Purchaser's intended use; existing covenants, conditions, restrictions, easements, deed exceptions and reservations of record as approved by Purchaser and not inconsistent with Purchaser's intended use; all of which shall not be deemed encumbrances or defects.

8.2. Encumbrances to be discharged by Seller may be paid out of purchase price at the date of closing. Seller shall convey title to the Premises to Purchaser by warranty deed, subject to those encumbrances, liens and defects noted as exceptions in Paragraphs 7 and 8 of this agreement, and subject to encumbrances and defects assumed, and accepted or approved by Purchaser as provided in Paragraphs 7 and 8 of this agreement, except as set forth in Section 8.3 and 8.4.

8.3 The parties acknowledge that a portion of the Premises as set forth in the attached Exhibit B was originally granted as a "free right of way forever for a wagon road" and ascertaining a clear chain of title may not be possible. As such, title to said portion of the Premises shall be conveyed by Seller by Quit Claim Deed. Seller shall have the continuing duty to reasonably cooperate with any Purchaser's effort to clear title on said portion by quiet title action or otherwise. Seller's obligation under this Section shall consist of executing documents reasonably necessary to assist in the Purchasers quiet title efforts and all costs incurred in the Purchasers pursuit of quiet title to the "wagon road" shall be the responsibility of the Purchaser and not the Seller.

8.4 The conveyance of any interest in the Premises by the Court appointed Receiver requires Court approval and the Receiver agrees to utilize best efforts to obtain approval in a timely manner. Further, any conveyance by the Receiver shall be by Receiver's Quit Claim Deed.

9. **Closing Costs:** Purchaser shall be responsible for paying the following closing costs: title insurance; the escrow closing fees, the recording fees, and all attorney's fees incurred by Purchaser. Seller shall pay, no real estate excise tax (see Section 26), and all attorney's fees incurred by Seller.

10. **Pro-rations and Adjustments at Closing:** Taxes and assessments for 2019 shall be prorated as of the date of closing.

11. **Possession:** Purchaser shall be entitled to possession of the Premises on the date of closing. From and after the effective date hereof until closing or earlier termination of this Agreement, in addition to any access provided by separate agreement between the parties hereto, Purchaser and its agents, employees and contractors shall, with at least one business day notice, be allowed full access to the entire Premises prior to the closing for the purposes of conducting surveys, tests and inspections on the property, and other investigations as Purchaser deems prudent. Seller shall cooperate fully and assist Purchaser in completing such inspections and investigations. Should this transaction fail to close, Purchaser shall be

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responsible for leaving the property in a condition as close as reasonably possible to the condition in which Purchaser found it on the date of this Agreement.


12. **Conditions Precedent:** The enforceability of this agreement by the parties hereto and the obligations of the parties to close escrow are subject to the occurrence or waiver of each of the following conditions precedent on or before the date established for closing as hereinabove set forth:

12.1 Approval of the condition of title to the Premises by Purchaser.

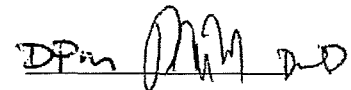
12.2 That all representations and warranties are true on the date of closing.

If any of the conditions are not satisfied or waived by the party who benefits from such conditions at or prior to closing, such party, without prejudice to any other rights or remedies herein provided, may withdraw from this transaction and be released from all liability hereunder by giving written notice to the other party and the escrow/closing agent. The parties' agreement to close this transaction constitutes their approval or waiver of all such conditions.

13. **Default:** If Purchaser defaults in the performance of its obligations hereunder, Seller's sole remedy shall be to withdraw the earnest money deposit from escrow as liquidated damages for such default and to rescind this agreement, after which this agreement shall be terminated and Purchaser shall have no further rights or obligations.

_____ Initials 

If Seller defaults in the performance of his obligations hereunder, Purchaser may seek specific performance pursuant to the terms of this agreement, damages, rescission, or any other remedy allowed by law. Notwithstanding the foregoing, if Seller is unable to convey title to the subject Premises in the condition required pursuant to this agreement, the sole liability of Seller shall be to refund to Purchaser the earnest money deposit.

_____ Initials 

14. **Attorney Fees and Costs:** In the event litigation arises out of this agreement, the losing party agrees to pay the prevailing party's attorney fees incidental to said litigation, together with all costs and expenses incurred in connection with such action, including costs of searching records to determine the condition of title, and whether or not incurred in trial court or on appeal, or in any proceedings under the federal Bankruptcy Code or state receivership statutes.

15. **Waiver:** No act or omission of either party hereto shall at any time be construed to deprive such party of a right or remedy hereunder or otherwise be construed so as to at any future time stop such party from exercising such right or remedy. Failure of a party at any time to require performance of any provision of this agreement shall not limit the right of that party to enforce the provision, nor shall any waiver by a party of any breach of any provision constitute a waiver of any succeeding breach of that provision, or waiver of that provision itself, or any other provision.

16. **Escrow or Closing Instruction:** This agreement shall serve as and/or be incorporated into Seller's and Purchaser's escrow or closing instructions for the closing of this transaction. Any inconsistencies between this agreement and escrow or closing instructions provided by the parties shall be

resolved in favor of this agreement.

17. **Non-Merger:** Provisions of this agreement shall not be deemed to have merged into the closing documents, but shall survive the closing and continue in full force and effect.

18. **Closing and Termination:** Purchaser shall have until the closing date to satisfy or waive all contingencies referenced in Section 12, above, unless terminated according to the provisions of this agreement. The parties may by mutual agreement extend the closing date. Each party will deposit with the closing agent all instruments and monies necessary to complete the purchase and sale.

19. **Taxes and Assessments:** After closing, Purchaser shall assume all real estate and personal property taxes and assessments which thereafter become due on the Premises.

20. **Notices:** Notices or demands hereunder shall be in writing and may be mailed or delivered personally. If mailed, such notices shall be sent with postage prepaid, by certified mail, return receipt requested, and the date marked on the return receipt by United States Postal Service shall be deemed to be the date on which the party received the notice. Notices shall be mailed or delivered to the last known addressee or the parties.

21. **Seller's Warranties:** Seller warrants the following:

21.1 That it has no notice of any liens to be assessed against the Premises.

21.2 That it has no notice from any governmental authority or agency of any violation of law or ordinance relating to the Premises.

21.3 To the best of Seller's knowledge, the Premises are free from all hazardous materials and that no hazardous materials have been used or placed on the Premises during the period of its ownership.

22. **Disclosure of Representation:** It is understood that this Real Estate Purchase and Sale Agreement has been prepared by Shawn R. MacPherson, attorney, for the benefit of The City of Camas, Purchaser, and by Randy Printz, attorney, for the benefit of Seller.

23. **Miscellaneous:**

23.1 **Gender and Number:** As used in this agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

23.2 **Interpretation/Construction:** Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this agreement for any purpose relating to construction or interpretation of the terms of this agreement and shall in no way limit any of the provisions of this agreement.

23.3 **Entire Agreement and Amendment:** This agreement constitutes the entire agreement of the parties hereto, supersedes and replaces all prior or existing written and oral agreements between the parties, and may not be amended other than in writing, signed by all parties.

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23.4 **Successors and Assigns:** The terms and provisions of this agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives and proper and permitted assigns and successors of the parties.

23.5 **Closing Agent:** For purposes of this agreement, "closing agent" shall be defined as a person authorized to perform escrow or closing services who is designated by the parties hereto to perform such services.

23.6 **Date of Closing:** For purposes of this agreement, "date of closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow or closing instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.

23.7 **Time of the Essence:** Time is of the essence of this agreement.

23.8 **Governing Law and Venue:** This agreement shall be governed by and interpreted in accordance with Washington law. Any action or litigation arising out of or in connection with this agreement shall be conducted in Clark County, Washington.

24. **Ratification:** This agreement shall not be binding upon the City of Camas until ratified by the City Council of the City of Camas at a regularly scheduled council meeting. The City agrees to submit this agreement for ratification at the next regularly scheduled council meeting following acceptance by Seller.

25. **Roadways:** Depicted and described on Exhibit "C" are road and utility improvements to be designed and constructed in the future on a portion of the Premises and on a portion of Seller's property adjacent to the west and north of the Premises. Half of the right of way and half of the road improvements shall be located on the Premises. The Parties shall split the cost of design and installation of all utilities, which shall be located within the road improvements regardless of whether such utilities are located on the Premises or Seller's adjacent property. Utility stubs to the Seller's adjacent property(ies) shall be jointly determined at time of final design. The Improvements shall be constructed by the City either: (1) within one year of Site Plan Review or Preliminary Plat approval on either parcel number 125623-000 or 125193-000; or (2) within eighteen (18) months of an application for Site Plan Review or Preliminary Plat approval on either parcel number 125623-000 or 125193-000, whichever is later. At the time of the design or construction of the improvements, the Parties, by mutual agreement, may alter the scope or magnitude of the Improvements to be constructed by the City. In such event, the Seller shall not be entitled to any additional consideration or payment.

26. **Execution Under Threat of Condemnation:** Purchaser has the power of eminent domain and has determined to acquire the premises subject to satisfaction of the conditions precedent set forth above. Purchaser has determined that the best way to acquire the premises is by agreeing to the carrying out the terms of this Agreement. However, it is recognized by the parties to this Agreement that, in the event this Agreement is not consummated, Purchaser is ready, willing, and able to exercise its power of eminent domain to make such acquisition. The terms of this Agreement have been negotiated in light of such power, and the acquisition, if this transaction is completed, will be made in lieu of and under the threat of condemnation.

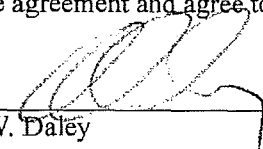
DATED this 26TH day of July, 2019.

DPM
DWD

CITY OF CAMAS

By: _____
Name: _____
Title: _____

On the _____ day of July, 2019, the undersigned hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller.



Dennis W. Daley

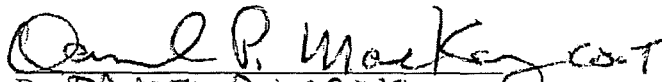
PACIFIC REALTY ADVISORS LLC

By: John Rader
Title: Manager


ESTATES OF ARCH AND PAULINE MacDONALD


By: _____
Title: Personal Representative

DGM REMAINDER TRUST, dated June 22, 1990


By: DANIEL P. MACKAY
Title: CO-T

MacKay FAMILY CLARK COUNTY PROPERTIES, LLC


By: Donald M. MACKAY
Title: Co-Mgr


By: DANIEL P. MACKAY
Title: CO-M

MACDONALD LIVING TRUST

By: _____
Title: _____

CITY OF CAMAS

By: _____
Name: _____
Title: _____

On the _____ day of July, 2019, the undersigned hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller.

Dennis W. Daley

PACIFIC REALTY ADVISORS LLC

By: John Rader
Title: Manager

ESTATES OF ARCH AND PAULINE MacDONALD

By: _____
Title: Personal Representative

DGM REMAINDER TRUST, dated June 22, 1990

William A MacKay Co-T

By: *William A MacKay*
Title: *Co-T*

MacKay FAMILY CLARK COUNTY PROPERTIES, LLC

By: _____
Title: _____

MACDONALD LIVING TRUST

By: _____
Title: _____

LEGAL DESCRIPTION FOR THE CITY OF CAMAS
ADJUSTED ASN 125193-000

July 31, 2019

A parcel of land in a portion of the Henry M. Knapp Donation Land Claim located in the Southeast quarter of the Southeast quarter of Section 5, the Southwest quarter of Section 4, and a portion of Government Lot 7 in the Northeast quarter of the Northeast quarter of Section 8, Township 1 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of said Section 5;

THENCE South $88^{\circ} 28' 36''$ East, along the South line of said Section 4, a distance of 34.32 feet to the West line of Parker Village Subdivision Phase 2 according to the Plat thereof, recorded in Book 311 of Plats, at Page 855, Clark County records;

THENCE North $01^{\circ} 21' 23''$ East, along said West line, and along the West line of Parker Village Subdivision Phase 1 according to the Plat thereof, recorded in Book 311 of Plats, at Page 823, records of said County, a distance of 554.80 feet to the centerline of Northwest 20th Avenue;

THENCE North $88^{\circ} 31' 25''$ West, along the Westerly extension of said centerline, a distance of 252.88 feet;

THENCE South $01^{\circ} 03' 37''$ West, a distance of 717.97 feet to the South line of that parcel of land described under Exhibit A as "Parcel I", recorded under Auditor's File Number 4634143 D, records of said County;

THENCE South $89^{\circ} 29' 41''$ East, along the South line of said "Parcel I", a distance of 214.97 feet to the East line of said Section 8;

THENCE North $01^{\circ} 19' 10''$ East, along the East line of said Section 8, a distance of 159.54 feet to the POINT OF BEGINNING.

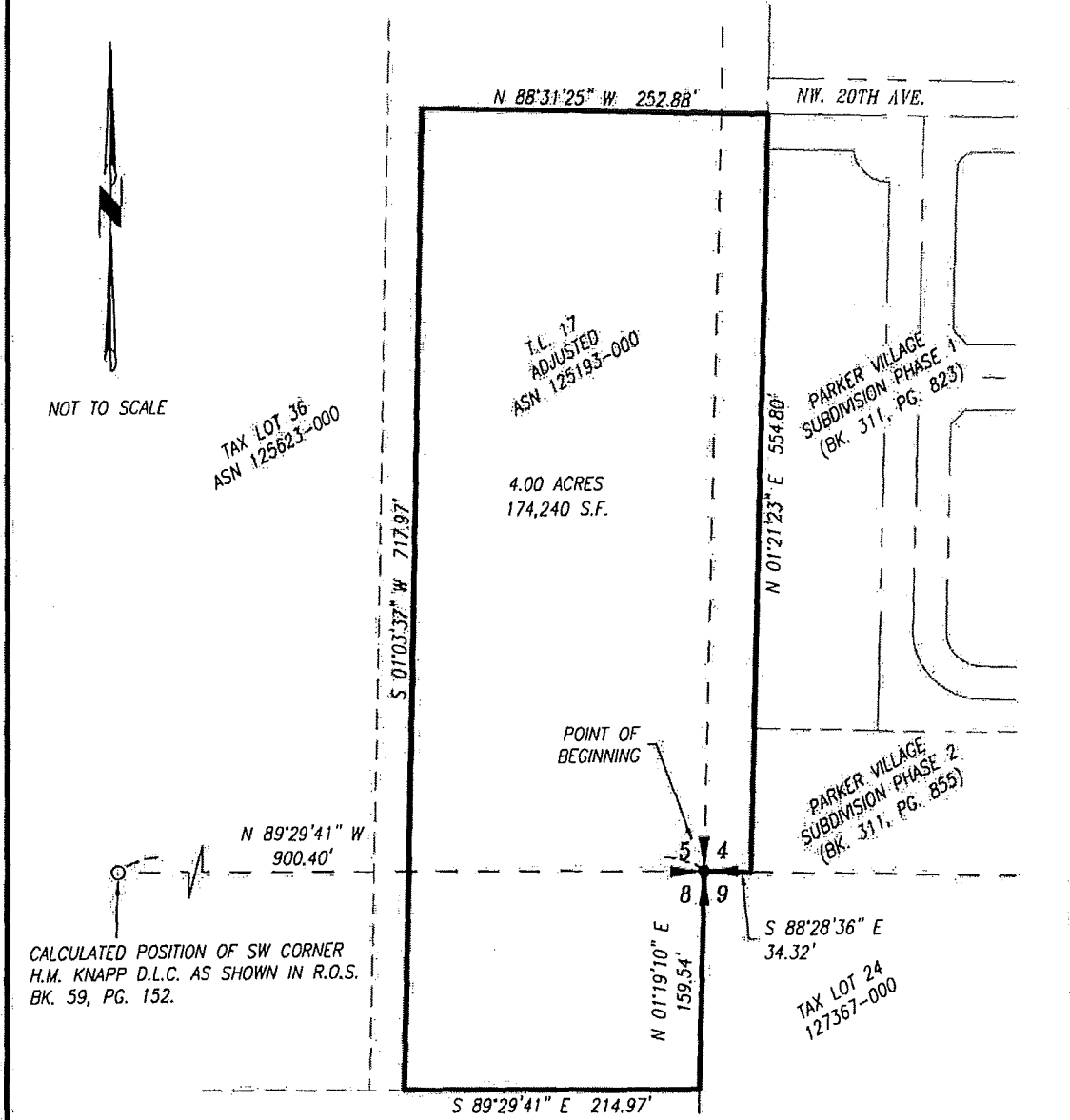
Containing 4.00 acres, more or less.



8-5-2019

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR BOUNDARY LINE ADJUSTMENT**

A PORTION OF HENRY M. KNAPP D.L.C., LYING IN THE SE 1/4 OF THE SE 1/4, SECTION 5
AND A PORTION OF GOV. LOT 7 IN THE NE 1/4 OF THE NE 1/4, SECTION 8, T. 1 N., R. 3 E., W.M.,
CLARK COUNTY, WASHINGTON



J:\data\9000\9300\9370\9370\Survey\Deed
Descriptions\9370.0003.leg.dwg

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC., 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660
1-360-695-1385
1-503-289-9938

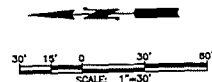
PARCEL
#125185000

PARCEL #125185000

PARCEL
#125623000

PARCEL
#125193000

PARCEL
#125193000



NW 20TH AVE

NW TIDLAND S

NW 18TH AVE

STORMWATER
DETENTION

FUTURE
BOOSTER
PUMP

PROPOSED
RESERVOIR

ALTERNATIVE TEE
INTERSECTION ALIGNMENT

FUTURE DEVELOPER
HALF-WIDTH ROAD
IMPROVEMENTS


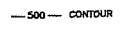

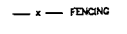
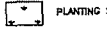
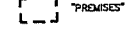
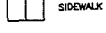
5' SIDEWALK

7' PLANTER

CITY OF CAMAS
HALF-WIDTH ROAD
IMPROVEMENTS


- NOTES:
1. FUTURE UTILITIES TO BE INSTALLED WITHIN NEW ROADWAY. COST OF UTILITIES TO BE SPLIT BETWEEN CITY AND SELLERS. UTILITY STUBS TO SELLER'S PROPERTY(ES) TO BE JOINTLY DETERMINED AT TIME OF FINAL DESIGN.
 2. FUTURE ROADWAY ANTICIPATED TO MEET CITY OF CAMAS 2-LANE LOCAL/SPRINKLERED CROSS-SECTION.

LEGEND (CITY OF CAMAS IMPROVEMENTS):

	ASPHALT		500 CONTOUR
	GRAVEL		FENCING
	PLANTING STRIP		"PROMISES"
	SIDEWALK		



CITY OF CAMAS
18TH AVENUE RESERVOIR DESIGN (544 PZ)
EXHIBIT "C"
PURCHASE AND SALE AGREEMENT OVERALL SITE PLAN



Gray & Osborne, Inc.
CONSULTING ENGINEERS

L:\CAMAS\18642_544_Reservoir_Design\Front\COPY\SITE_PLAN.dwg, 6/6/2019 12:26 PM, PYLE, PHANN

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. 20-001

AN ORDINANCE of the City of Camas, Washington, authorizing the City to enter into a loan with the Washington State Public Works Board to provide funds to construct a roundabout at NW Lake Road and SR 500.

WHEREAS, the City of Camas, Washington (the “City”) applied for a construction loan (the “Loan”) through the Washington State Public Works Board in the amount of \$3,700,000 to provide funds to construct a roundabout at NW Lake Road and SR 500 (the “Project”); and

WHEREAS, on September 11, 2019, the City received authorization of a Loan in the amount \$3,700,000 for the Project;

THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON, DOES RESOLVE AS FOLLOWS:

1. Terms of the Loan. The Loan will be in the principal amount of \$3,700,000. The Loan matures on June 1, 2039 and bears interest at the rate of 1.58%, as shown in Exhibit A attached hereto. The City Council hereby authorizes the City Administrator or Finance Director to enter into the Loan on behalf of the City to finance the Project.

2. 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 transaction contemplated in connection with this ordinance and for the proper application, use and investment of the proceeds of the Loan. 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.

3. 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 ___ day of January, 2020.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATE

I, the undersigned, City Clerk of the City of Camas, Washington, (the "City") and keeper of the records of the City Council (the "Council"), DO HEREBY CERTIFY:

1. That the attached resolution is a true and correct copy of Ordinance No. 20-001 of the Council (the "Ordinance"), duly passed at a regular meeting thereof held on the 21st day of January, 2020.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of said Ordinance; that all other requirements and proceedings incident to the proper passage of said Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

Dated this _____ day of _____, 2020.

City Clerk

EXHIBIT A
STATE PUBLIC WORKS BOARD LOAN

CONTRACT FACE SHEET

Contract Number: PC20-96103-046

PUBLIC WORKS BOARD CONSTRUCTION LOAN CONTRACT

1. Contractor City of Camas 616 NE 4 th Ave Camas, WA 98607		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative N/A		4. Public Works Board Representative N/A	
5. Contract Amount \$3,700,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date June 1, 2039
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID #	11. SWV # 0016796-00	12. UBI # 062-000-007	13. DUNS #
14. Contract Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste facilities, including recycling facilities.			
The Board, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Scott Hutsell, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY _____ September 11, 2019 Sandra Adix Assistant Attorney General	

DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Camas
Loan Number: PC20-96103-046

PROJECT INFORMATION

Project Title: SR 500(Everett St) & Lake Rd. Intersection
Project City: Camas
Project State: **Washington**
Project Zip Code: 98607

LOAN INFORMATION

Loan Amount: **\$3,700,000.00**
Total Estimated Cost: **\$8,219,798.00**
Total Estimated Funding: **\$8,219,798.00**
Loan Forgiveness % (if applicable): **0%**
Loan Term: **20**
Interest Rate: **1.58%**
Payment Month: June 1st
Loan Reimbursement Start Date: **August 2, 2019**
Time of Performance: 60 months from Execution Date of this Contract to Project Completion.

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

N/A

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a general obligation of the LOCAL GOVERNMENT.

SCOPE OF WORK

Construct a single lane roundabout at the intersection of NW Lake Road and SR 500. Project will include all costs associated with preliminary engineering, public involvement, permitting, construction engineering services, surveying, construction activities including excavation and grading, roadway construction and paving, stormwater collection and treatment, concrete curbs, sidewalks, and pavement, illumination, water and sewer replacement, new utilities and replacements, irrigation, landscaping, erosion control, signing, flagging, traffic control, and other related work.

The project costs may also include but are not limited to: preliminary and construction engineering, cultural and historical resources investigation and monitoring, environmental permitting and documentation, review, permits, public involvement, easements & right-of-way acquisitions, plans & bid documents, construction, and construction documentation costs. The project needs to meet all applicable Local, State, and/or Federal standards.

TABLE OF CONTENTS

CONTRACT TERMS AND CONDITIONS	1
Part 1. SPECIAL TERMS AND CONDITIONS	1
1.1 Definitions	1
1.2 Authority.....	1
1.3 Purpose	1
1.4 Order of Precedence	1
1.5 5- year deferral for start-up systems	2
1.6 Competitive Bidding Requirements	2
1.7 Default in Repayment.....	2
1.8 Investment Grade Audit.....	2
1.9 Sub-Contractor Data Collection.....	2
1.10 Eligible Project Costs.....	2
1.11 Historical and Cultural Resources.....	3
1.12 Performance Incentives	3
1.13 Project Completion Amendment and Certified Project Completion Report.....	4
1.14 Project Signs.....	4
1.15 Rate Loan Forgiveness and Term of Loan.....	5
1.16 Recapture	5
1.17 Reimbursement Procedures and Payment.....	5
1.18 Repayment	6
1.19 Reports	7
1.20 Termination for Cause	7
1.21 Termination for Convenience.....	7
1.22 Time of Performance.....	7
1.23 Contract Suspension	7
1.24 Special Conditions	8
1.25 Loan Security	8
Part 2. GENERAL TERMS AND CONDITIONS	9
2.1 DEFINITIONS.....	9
2.2 Allowable Costs.....	9
2.3 ALL WRITINGS CONTAINED HEREIN	9
2.4 AMENDMENTS.....	9
2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35	9
2.6 APPROVAL.....	9
2.7 ASSIGNMENT.....	10
2.8 ATTORNEYS' FEES	10
2.09 CODE REQUIREMENTS	10
2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION	10
2.11 CONFORMANCE.....	10
2.12 CONFLICT OF INTEREST.....	11
2.13 COPYRIGHT PROVISIONS.....	11
2.14 DISALLOWED COSTS	11
2.15 DISPUTES.....	12
2.16 DUPLICATE PAYMENT	12
2.17 GOVERNING LAW AND VENUE	12
2.18 INDEMNIFICATION	12
2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR.....	13
2.20 INDUSTRIAL INSURANCE COVERAGE.....	13
2.21 LAWS	13

2.22	LICENSING, ACCREDITATION AND REGISTRATION	13
2.23	LIMITATION OF AUTHORITY	13
2.24	Local Public Transportation Coordination	13
2.25	NONCOMPLIANCE WITH NONDISCRIMINATION LAWS	13
2.26	PAY EQUITY	13
2.27	POLITICAL ACTIVITIES	14
2.28	PREVAILING WAGE LAW	14
2.29	PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION.....	14
2.30	PUBLICITY.....	14
2.31	RECAPTURE	14
2.32	RECORDS MAINTENANCE	15
2.33	REGISTRATION WITH DEPARTMENT OF REVENUE	15
2.34	RIGHT OF INSPECTION	15
2.35	SAVINGS	15
2.36	SEVERABILITY	15
2.37	SUBCONTRACTING	15
2.38	SURVIVAL	16
2.39	TAXES.....	16
2.40	TERMINATION FOR CAUSE	16
2.41	TERMINATION FOR CONVENIENCE	16
2.42	TERMINATION PROCEDURES	16
2.43	TREATMENT OF ASSETS	17
2.44	WAIVER	17
ATTACHMENT I: ATTORNEY'S CERTIFICATION		189

CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

Part 1. SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Construction Loan Contract the following terms shall have the meaning set forth below:

- A. "Contract" shall mean this Construction Loan Contract.
- B. "Contractor" shall mean the local government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Loan Contract, displayed within the contract in **THIS STYLE** for easier identification.

1.2 Authority

Acting under the authority of Chapter 43.155 RCW, the Board has awarded the Contractor a Public Works Board construction loan for an approved public works project.

1.3 Purpose

The Board and the Contractor have entered into this Contract to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the loan terms and conditions, and all applicable federal, state and local laws and ordinances, which by this reference are incorporated into this Contract as though set forth fully herein.

1.4 Order of Precedence

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date. The Contractor may provide a written request to the Board requesting a 5-year deferral for an eligible system. The Board may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 1.18 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the Board's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the Board in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit.

Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by the Board and at intervals as agreed by the parties, regarding work under this Contract performed by sub-contractors and the portion of the Contract funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in declared **SCOPE OF WORK**.

Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **LOAN REIMBURSEMENT START DATE** shown in the Declarations are eligible for reimbursement under this Contract. Eligible costs will be paid according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Board loans.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

Prior to commencing construction, Contractor shall complete the requirements of Governor's Executive Order 05-05, or, as an alternative to completion of Governor's Executive Order 05-05, Contractor shall complete Section 106 of the National Historic Preservation Act, as applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the Board and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 05-05, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed project funded by this Contract. Contractor agrees to avoid, minimize, or mitigate impacts to cultural resource as a continuing pre-requisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural resources are discovered during construction, the Contractor shall immediately stop work and notify the local historical preservation officer and the state's historic preservation officer at DAHP. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all sub-contracts for work or services related to the declared **SCOPE OF WORK**.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44.040 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Contractor finds it necessary to amend **SCOPE OF WORK**, the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of contract execution.

Should the Contractor shall submit the Certified Project Completion Report within forty-eight (48) months of the date of contract execution, the Contractor may choose one of the two following incentives upon project completion:

- Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR;
- Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor shall submit the Certified Project Completion Report within thirty-six (36) months of the date of contract execution, the Contractor may choose one of the following two incentives upon project completion:

- Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;
- Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The Board will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or contract work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the Board's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project.

1.15 Rate Loan Forgiveness and Term of Loan

The Board shall loan the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The amount of loan forgiveness (if applicable) shall be as stated on the attached Declarations Page, and identified therein as LOAN FORGIVENESS %. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.16 Recapture

The right of recapture under Section 2.31. Recapture, shall exist for a period not to exceed six (6) years following contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the Board shall be entitled to its costs thereof, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The Board shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit a signed and completed Invoice Voucher (Form A19), referencing the **SCOPE OF WORK** project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

The Contractor shall submit all Invoice Vouchers and all required documentation to:

Public Works Board
Attn: (Program Specialist)
PO Box 42525
Olympia, WA 98504-2525

The Board will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the Board not more often than monthly.

Payment shall be considered timely if made by the Board within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Board may, at its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Board.

BOARD shall not release the final five (5) percent of the total grant amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the Board for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works loan exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the Board a Project Completion Amendment certifying the total actual project costs and local share. The final Public Works loan disbursement shall bring the total loan to the lesser of 100% of the eligible project costs or the total declared **LOAN AMOUNT**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received Public Works Board monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the Public Works Board by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 Repayment

Loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **CONTRACT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the Board approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after contract execution. Interest accrues for the sixty (60) months after contract execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the Board with:

- A. Project Status Reports with each Invoice Voucher;
- B. Project Quarterly Reports (if no funds have been reimbursed in the quarter) and/or Quarterly Expenditures Report;
- C. Quarterly Projection Invoice Reports;
- D. Certified Project Completion Report at project completion (as described in Section 1.13);
- E. Pictures of various stages of the project, and
- F. Other reports as the Board may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the loan proceeds only for those activities identified in the **SCOPE OF WORK**, the Board may terminate the Contract in whole or in part at any time. The Board shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.40 Termination for Cause.

1.21 Termination for Convenience

The Board may terminate this contract in the event that state funds are no longer available to the Board, or are not appropriated for the purpose of meeting the Board's obligations under this contract. Termination will be effective when the Board sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.41 Termination for Convenience.

1.22 Time of Performance

No later than sixty (60) months after the date of contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the Board extend the deadline for project completion. The Board may extend the deadline.

The term of this contract shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Contract Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this contract will be suspended effective July 1. The Contractor shall immediately suspend work under this contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

THE BOARD shall notify the Contractor immediately upon lifting of the contract suspension.

1.24 Special Conditions

If SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this contract.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified therein as LOAN SECURITY.

Part 2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- D. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 Allowable Costs

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.4 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Board.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

2.09 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
2. All material produced by the Contractor that is designated as "confidential" by the Board; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Board with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.11 CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.12 CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the BOARD may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the BOARD that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the PUBLIC WORKS BOARD including but not limited to formulating or drafting the legislation, participating in loan procurement planning and execution, awarding loans, and monitoring loans, during the 24 month period preceding the start date of this Loan. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by BOARD that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Loan.

In the event this contract is terminated as provided above, BOARD shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of BOARD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which BOARD makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Board. The Board shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Board effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Board a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Board.

The Contractor shall exert all reasonable effort to advise the Board, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the Board with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The Board shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.18 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, BOARD, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom. The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.20 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

2.22 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.23 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.24 Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.25 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.26 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the BOARD, if the BOARD or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.27 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.28 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board’s review upon request.

2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.30 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board’s name is mentioned, or language used from which the connection with the state of Washington’s or the Board’s name may reasonably be inferred or implied, without the prior written consent of the Board.

2.31 RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the Board reserves the right to recapture funds in an amount to compensate the Board for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Board. In the alternative, the Board may recapture such funds from payments due under this contract.

2.32 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.34 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.35 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the Board may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.36 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.37 SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Board.

If the Board approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Board in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal

conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the Board and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.38 SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.39 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.40 TERMINATION FOR CAUSE

In the event BOARD determines the Contractor has failed to comply with the conditions of this contract in a timely manner, BOARD has the right to suspend or terminate this contract. Before suspending or terminating the contract, BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of BOARD provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.41 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract the Board may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.42 TERMINATION PROCEDURES

Upon termination of this contract, BOARD, in addition to any other rights provided in this contract.

The rights and remedies of BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.43 TREATMENT OF ASSETS

Title to all property furnished by BOARD shall remain in BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.44 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Board.

ATTACHMENT I: ATTORNEY'S CERTIFICATION

PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

City of Camas
PC20-96103-046

I, Nancy Neraas, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Camas (the Contractor); and

I have also examined any and all documents and records which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Public Works Board financial assistance and to provide for repayment of the loan as set forth in the Contract.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Contract.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

Nancy Neraas
Signature of Attorney

1/14/2020
Date

Nancy Neraas
Name

1111 Third Avenue, Suite 3000, Seattle, WA 98101
Address

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. 20-002

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

Passed January 21, 2020

This document prepared by:

*Foster Garvey P.C.
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-4400*

TABLE OF CONTENTS*

	<u>Page</u>
Section 1. Definitions.....	1
Section 2. Findings and Determinations	3
Section 3. Authorization of Bonds.....	4
Section 4. Description of Bonds; Appointment of Designated Representative	5
Section 5. Bond Registrar; Registration and Transfer of Bonds.....	6
Section 6. Form and Execution of Bonds	7
Section 7. Payment of Bonds	7
Section 8. Funds and Accounts; Deposit of Proceeds.....	7
Section 9. Redemption Provisions and Purchase of Bonds	8
Section 10. Failure To Pay Bonds.....	9
Section 11. Pledge of Taxes.....	9
Section 12. Tax Covenants	10
Section 13. Refunding or Defeasance of the Bonds	10
Section 14. Sale and Delivery of the Bonds	11
Section 15. Official Statement; Continuing Disclosure.....	11
Section 16. Undertaking to Provide Continuing Disclosure.....	12
Section 17. Supplemental and Amendatory Ordinances.....	14
Section 18. General Authorization and Ratification	14
Section 19. Severability	15
Section 20. Effective Date of Ordinance	15

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

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. 20-002

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

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

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

- (a) “*Authorized Denomination*” means \$5,000 or any integral multiple thereof within a maturity of a Series.
- (b) “*Beneficial Owner*” means, with respect to a Bond, the owner of any beneficial interest in that Bond.
- (c) “*Bond*” means each bond issued pursuant to and for the purposes provided in this ordinance.
- (d) “*Bond Counsel*” means the firm of Foster Garvey P.C., its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.
- (e) “*Bond Fund*” means the Limited Tax General Obligation Bond Fund, 2020, of the City created for the payment of the principal of and interest on the Bonds.
- (f) “*Bond Purchase Contract*” means an offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance.
- (g) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.
- (h) “*Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City.

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

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

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

(l) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

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

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

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

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

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

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

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

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

(u) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(v) “*Project*” means the acquisition of land, transportation improvements, 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.

(w) “*Project Fund*” means the fund or account of the City created for the purpose of carrying out the Project.

(x) “*Purchaser*” means KeyBanc Capital Markets Inc., of Seattle, Washington, or such other corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a private placement, or underwriter in a negotiated sale.

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

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

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

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

(cc) “*SEC*” means the United States Securities and Exchange Commission.

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

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

(ff) “*State*” means the State of Washington.

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

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

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

(a) *Authority and Description of Project.* The City is in need of acquiring land, financing transportation improvements and other capital improvements. The City Council therefore finds that it is in the best interests of the City to carry out the Project.

(b) *Plan of Financing.* Pursuant to applicable law, including without limitation chapters 35.37, 35.40, 39.36, 39.44, 39.46 and 39.52 RCW, the City is authorized to issue general obligation bonds for the purpose of financing the Project. The total expected cost of the Project is approximately \$10,000,000, which is expected to be made up of proceeds of the Bonds, grants, and other available money of the City.

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

- (1) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for collection in the calendar year 2020 is \$4,971,725,843.
- (2) As of December 31, 2019, the City has limited tax general obligation indebtedness, consisting of bonds, leases and conditional sales contracts outstanding in the principal amount of \$19,459,194, which is incurred within the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote.
- (3) As of December 31, 2019, the City has unlimited tax general obligation indebtedness for capital purposes only outstanding in the principal amount of \$603,000. The indebtedness described in this paragraph has been incurred with the approval of the requisite proportion of the City's qualified voters at an election meeting the minimum turnout requirements, within the limit of up to 2½% of the value of the taxable property within the City for general municipal purposes (when combined with the outstanding limited tax general obligation indebtedness), 2½% for utility purposes and 2½% for open space, parks and economic development purposes.

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

Section 3. Authorization of Bonds. The City is authorized to borrow money on the credit of the City and issue negotiable limited tax general obligation bonds evidencing indebtedness in one or more Series in aggregate principal amount not to exceed \$10,500,000 to provide funds necessary to carry out the Project and to pay the costs of issuance and sale of the Bonds. The proceeds of the Bonds allocated to paying the cost of the Project shall be deposited

as set forth in Section 8 of this ordinance and shall be used to carry out the Project, or a portion of the Project, in such order of time as the City determines is advisable and practicable.

Section 4. Description of Bonds; Appointment of Designated Representative. The City's Finance Director, or the City Administrator in her absence, is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of each Series of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the following parameters:

- (a) The Bonds may be issued in one or more Series, and the aggregate principal amount of the Bonds shall not exceed \$10,500,000;
- (b) One or more rates of interest may be fixed for the Bonds as long as no rate of interest for any maturity of the Bonds exceeds 5.00%;
- (c) The true interest cost to the City for each Series of Bonds does not exceed 4.00%;
- (d) The aggregate purchase price for each Series of Bonds shall not be less than 95% and not more than 130% of the aggregate stated principal amount of the Bonds, excluding any original issue discount;
- (e) The Bonds may be issued subject to optional and mandatory redemption provisions;
- (f) Each Series shall mature no later than December 31, 2045; and
- (g) 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, 2020.

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

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

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

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

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

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

(d) *Securities Depository; Book-Entry Only Form.* DTC is appointed as initial Securities Depository and each such 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.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate of Authentication. This Bond is one of the fully registered City of Camas, Washington, Limited Tax General Obligation Bonds, 2020, described in the Bond Ordinance.” 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 7. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Funds and Accounts; Deposit of Proceeds.

(a) *Bond Fund.* The Bond Fund is created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds. All amounts allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund as necessary for the timely payment of amounts due with respect to the Bonds. The principal of and interest on the Bonds shall be paid out of the Bond Fund. Until needed for that purpose, the City may invest

money in the Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and used for the purposes of that fund.

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

Section 9. Redemption Provisions and Purchase of Bonds.

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

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

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

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given

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

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time on or prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of optional 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 10. Failure To Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 11. Pledge of Taxes. The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Bonds. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.

Section 12. Tax Covenants.

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

(b) *Post-Issuance Compliance.* The Finance Director is authorized and directed to 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.

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

- (1) the Series do not constitute "private activity bonds" within the meaning of Section 141 of the Code;
- (2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Series is issued will not exceed \$10,000,000; and
- (3) the amount of tax-exempt obligations, including the Series, designated by the City as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Series is issued does not exceed \$10,000,000.

Section 13. 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

deceased Bonds shall cease and become void. Thereafter, the Owners of deceased Bonds shall have the right to receive payment of the principal of and interest on the deceased Bonds solely from the trust account and the deceased 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 deceased Bonds to any lawful purpose.

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

Section 14. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of the Bonds by negotiated sale or private placement based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of a Series and accepting the Final Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Private Placement.* If the Designated Representative determines that a Series of the Bonds is to be sold by negotiated sale or private placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Contract for each Series of the Bonds shall set forth the Final Terms. The Designated Representative is authorized to execute the Bond Purchase Contract on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

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

Section 15. Official Statement.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review and, if acceptable to her 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 been approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final Official Statement for each Series of the Bonds to be sold to the public in the form of the

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

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

(a) 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:

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

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

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

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

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

(2) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 2019; and

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

(c) 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. 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:

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

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

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

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

(5) Effecting any necessary amendment of this undertaking.

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

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

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

Section 18. General Authorization and Ratification. The Mayor (or Acting Mayor), City Administrator, City Clerk, Designated Representative 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 19. 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 20. 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 21st day of January, 2020.

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. 20-002 (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 January 21, 2020, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is January ____, 2020.

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: January 21, 2020.

CITY OF CAMAS, WASHINGTON

City Clerk