



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

I. CALL TO ORDER


II. ROLL CALL

III. PUBLIC COMMENTS

IV. WORKSHOP TOPICS

A. 2019 Revenue Bond Issue

Presenter: Cathy Huber Nickerson, Finance Director

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

B. 2019 Meter Replacement Contract Extension

Presenter: Sam Adams, Utilities Manager

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

C. Slow Sand Corrosion Control System Professional Services Agreement with Carollo Engineers, Inc.

Presenter: Sam Adams, Utilities Manager

 [Staff Report](#)
[Slow Sand Filter Corrosion Control Design Scope of Work](#)
[Budget](#)
[Schedule](#)

D. Joint Transportation Committee Study Update

Presenter: Steve Wall, Public Works Director

 [Staff Report](#)
[Joint Transportation Committee Presentation](#)

E. Crown Road Booster Station Upgrade Project Summary

Presenter: Steve Wall, Public Works Director

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

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


 [Staff Report](#)

[Facilities Operations Specialist Job Description](#)

[AFSCME 2019 Wages](#)

[Facilities Operations Specialist Salary Resolution DRAFT](#)

[Resolution Exhibit A - DRAFT](#)

- G. Public Works Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Steve Wall, Public Works Director
- H. Community Development Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director
- I. Amendment to Fire Interlocal Agreement
Presenter: Pete Capell, City Administrator
-  [Amendment to Fire Interlocal Agreement](#)
- J. City Administrator Miscellaneous Updates and Scheduling
Details: This is a placeholder for miscellaneous or scheduling items.
Presenter: Pete Capell, City Administrator

V. COUNCIL COMMENTS AND REPORTS

VI. PUBLIC COMMENTS

VII. ADJOURNMENT

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

2019 Revenue and Refunding Bond

City of Camas

February 4, 2019

Purpose

REFUNDING

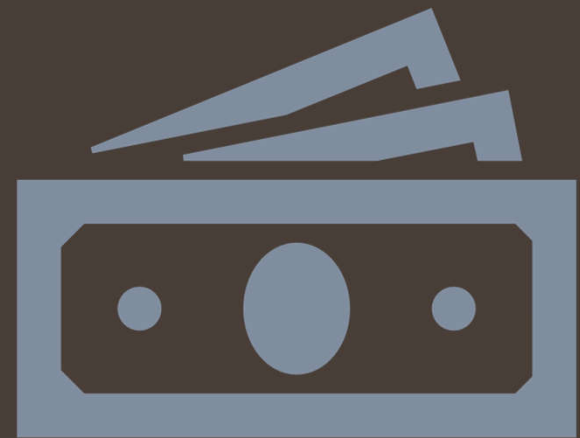
• SRF #1	\$6,391,442
• SRF #2	\$1,104,343
• SRF #3	\$3,434,000
Total	\$10,929,785

REVENUE

• Reservoir	\$3,315,000
• Well 17	\$2,150,000
• WWTP Wells	\$3,750,000
• Booster Station	\$1,385,000
Total	\$10,600,000

Terms

- 20 years
- First 3 years Interest Only
- Final maturity: Not to exceed December 1, 2042
- Maximum Principal Amount: Not to exceed \$25 million
- Maximum Coupon: Not to exceed 6.00%
- Maximum TIC: Not to exceed 5.00%
- Purchase Price: 95% - 125%



Next Steps

- | | |
|--|--------------|
| • Bond Ordinance | 2/19 |
| • Rating Presentation | Week of 2/19 |
| • Preliminary Official Statement Release | Week of 2/19 |
| • Bond Purchase Agreement | Week of 2/18 |
| • Due Diligence | Week of 2/25 |
| • Market Conditions | Week of 3/4 |
| • Bond Sale | Week of 3/4 |
| • Close on Bonds | Week of 3/11 |

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. _____

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

Passed: February 4, 2019

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ORDINANCE NO. ____

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

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

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

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

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

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

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

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

“Outstanding Parity Bonds” means the outstanding 2015 Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Reserve Account Requirement” means with respect to any Parity Bonds secured by the Reserve Account, an amount equal to the lesser of (a) 125% of Average Annual Debt Service on such bonds, (b) 10% of the original net proceeds of such series of bonds, and (c) Maximum Annual Debt Service for such bonds secured by the Reserve Account. For purposes of the Reserve Account Requirement, the City may deduct the direct payment the City is expected to receive in respect of any Future Parity Bonds for which the federal government will provide the City with a direct payment of a portion of the interest from the interest portion of annual debt service. The reserve account requirement for a separate reserve account means the amount, if any, by established by (1) the Designated Representative or (2) an ordinance authorizing any Future Parity Bonds.

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

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

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

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

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

“State” means the State of Washington.

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

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

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

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

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

ARTICLE II PLAN OF IMPROVEMENTS; FINDINGS AND DETERMINATIONS

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

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

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

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

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

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

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

ARTICLE III AUTHORIZATION AND ISSUANCE OF BONDS

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

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

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

Section 3.2 Registration, Exchange and Payments.

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

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

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

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

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

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

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

Section 3.3 Redemption.

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

(b) Mandatory Redemption. Each Bond that is designated as a Term Bond in the Bond Purchase Agreement, consistent with the parameters set forth in Section 9.1 and except as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Agreement. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest

mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

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

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

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

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

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

Section 3.4 Form of Bonds; Signatures and Seal. Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed

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

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

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

ARTICLE IV CREATION OF FUNDS AND ACCOUNTS

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

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

All Operation and Maintenance Costs, all payments required to be made into the Bond Fund and Reserve Account and all payments which may be required later to be made into any other fund or account of the City or for any other proper purpose in connection with the operation and ownership of the System shall be paid out of the Revenue Fund.

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

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

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

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

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

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

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

securing such outstanding Parity Bonds by the withdrawal of money therefrom. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up from money in the Revenue Fund or from Assessment Income first available after making necessary provision for the payments required to be made into the Bond Fund.

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

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

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

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

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

above such Operation and Maintenance Costs and the amounts necessary to pay such principal and interest.

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

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

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

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

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

ARTICLE V COVENANTS

Section 5.1 Pledge; Lien Position of Bondowners. The Net Revenue of the System, Assessment Income, and money in the Bond Fund are hereby pledged to the repayment of the Parity Bonds. The amounts so pledged to be paid by this ordinance out of the Net Revenue of the System and Assessment Income into the Bond Fund are hereby declared to be a prior lien and charge upon the Gross Revenue of the System superior to all other charges of any kind or nature except for the Operation and Maintenance Costs of the System, except that amounts so pledged are equal in rank to the lien and charge thereon heretofore made to pay and secure the payment of the principal of and interest on the Outstanding Parity Bonds and which may hereafter be made to pay and secure the payment of the principal of and interest on any Future Parity Bonds.

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

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

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

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

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

(d) The City will not sell or otherwise dispose of any of the properties of the System (unless such properties are no longer useful for the operation of such System), unless provision is made for payment into the Bond Fund of a sum sufficient, together with other

money available therefor, to pay the principal of and interest on all of the outstanding Parity Bonds in accordance with their terms. The City will not sell or otherwise dispose of the System in its entirety unless simultaneously with such sale or disposition provision is made for payment into the Bond Fund of cash or Government Obligations (as now or hereafter defined in chapter 39.53 RCW) sufficient to pay the principal of and interest on all then outstanding Parity Bonds in accordance with the terms thereof nor will it sell or otherwise dispose of any part of the useful operating properties of the System in excess of 5% of the net utility plant of the System unless provision is made for payment into the Bond Fund of an amount which shall be in at least the same proportion to the net amount of Parity Bonds outstanding (defined as the total amount of such Parity Bonds less the amount of cash and investments in the Bond Fund and accounts therein) that the Net Revenue from the portion of the System sold or disposed of for the preceding fiscal year bears to the Net Revenue of the System for the same period.

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

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

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

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

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

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

Fourth: That the City will covenant in each ordinance authorizing the issuance of Future Parity Bonds that it will establish, maintain and collect rates and charges for water and sanitary sewage collection and disposal service for as long as the Bonds and any

Parity Bonds are outstanding in an amount, together with Assessment Income, to at least equal the Coverage Requirement.

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

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

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

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

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

Whenever "net revenue" or "annual net revenue" has been determined as provided in this subsection, the same shall be increased or decreased on a pro forma basis in the event that there has been any change in the rates or charges upon which such "net revenue" or "annual net

revenue” was based authorized by the City Council to be effective at least fifteen days prior to the sale of such Future Parity Bonds.

The certificate of the Finance Director that shall set forth:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI FORM OF BOND

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

NO. _____ \$ _____

UNITED STATES OF AMERICA

STATE OF WASHINGTON

CITY OF CAMAS

WATER AND SEWER REVENUE BOND, 2019

INTEREST RATE:

MATURITY DATE:

CUSIP NO.

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Camas, Washington (the “City”), for value received, hereby promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from _____, 2019, or the most recent date to which interest has been paid or duly provided for until payment of this Bond at the Interest Rate set forth above, payable on _____, 20__, and semiannually thereafter on the first days of each [June and December]. The principal of and interest on this bond are payable solely out of the special fund of the City known as the “Water-Sewer Revenue Bond Fund” (“Bond Fund”). Both principal of and interest on this bond are payable in lawful money of the United States of America. For so long as the bonds of this issue are held in fully

immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of The Depository Trust Company (“DTC”) referred to in the Blanket Issuer Letter of Representations from the City to DTC. In the event that the bonds of this issue are no longer held in fully immobilized form, interest on this bond shall be paid by check or draft mailed to the Registered Owner at the address appearing on the Bond Register on the 15th day of the month preceding the interest payment date, and principal of this bond shall be payable upon presentation and surrender of this bond by the Registered Owner at the principal office at the principal office of the fiscal agent of the State of Washington (the “Bond Registrar”); provided, however, that if so requested in writing by the Registered Owner of at least \$1,000,000 principal amount of bonds, interest will be paid by wire transfer on the date due to an account with a bank located within the United States.

This bond is one of a series of bonds issued under authority of Ordinance No. ____ adopted by the City Council on February 4, 2019 (the “Bond Ordinance”), for the purpose of financing certain improvements to the water and sewerage system, repaying certain outstanding Drinking Water State Revolving Fund loans, [funding a reserve account] and paying costs of issuing the Bonds.

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

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

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

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

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

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

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

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

This Bond is interchangeable for Bonds of any Authorized Denomination of an equal aggregate principal amount, and of the same interest rate and maturity. This Bond is transferable only upon the registry books of the Bond Registrar by surrender of this certificate to the Bond Registrar, duly assigned and executed as indicated below. Such exchange or transfer shall be without cost to the owner or transferee. The City may deem the person in whose name this Bond is registered to be the absolute owner thereof for the purpose of receiving payment of the principal of and interest on such Bond and for any and all other purposes whatsoever. The Bond Registrar shall not be obligated to transfer or exchange this Bond during the fifteen days preceding any interest payment date or the date on which notice of redemption of such Bond is to be given nor after such notice has been given.

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

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

CITY OF CAMAS, WASHINGTON

By: _____
/s/
Mayor

ATTEST:

/s/
City Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

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

WASHINGTON STATE FISCAL AGENT
Bond Registrar

By: _____
Authorized Officer

ARTICLE VII
SUPPLEMENTAL ORDINANCES

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

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

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

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

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

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

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

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

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

Bonds executed and delivered after the execution of any supplemental ordinance adopted pursuant to the provisions of this Article VII may bear a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new bonds so modified as to conform, in the opinion of the Council, to any modification of this ordinance contained in any such supplemental ordinance, may be prepared by the City and delivered without cost to the holders of the Bonds then outstanding, upon surrender for cancellation of such bonds, if any, not fully paid, in equal aggregate principal amounts.

ARTICLE VIII ONGOING DISCLOSURE

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

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

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

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

consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (N) appointment of a successor or additional trustee or the change of name of a trustee, if material; (O) incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; and (P) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties. The term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

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

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

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

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

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

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

containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

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

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

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

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

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

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

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

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

(v) Effecting any necessary amendment of this undertaking.

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

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

- (a) The Bonds may be issued in one or more Series, and the aggregate principal amount of the Bonds does not exceed \$25,000,000;
- (b) One or more rates of interest may be fixed for the Bonds, and no rate of interest for any maturity of the Bonds may exceed 6.00%;
- (c) The aggregate true interest cost to the City for each Series of the Bonds does not exceed 5.00%;
- (d) The aggregate purchase price for each Series of the Bonds shall not be less than 95% or more than 125% of the aggregate stated principal amount of the Bonds;
- (e) The Bonds shall be issued subject to optional and mandatory redemption provisions, including designation of Term Bonds, if any;
- (f) The Bonds shall be dated as of the date of their delivery, which date and time for the issuance and delivery of the Bonds is not later than December 31, 2019;
- (g) Interest shall be payable at fixed rates semiannually, principal shall be payable annually and the final maturity shall not be later than December 1, 2047; and

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

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

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

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

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

Section 9.5 Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account"), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

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

Section 9.6 General Authorization and Ratification. The Mayor, City Administrator, Finance Director and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of the Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior

to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

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

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

PASSED by the City Council and APPROVED by the Mayor of the City of Camas, Washington, at an open public meeting thereof, this 4th day of February, 2019.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Bond Counsel

CERTIFICATION

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

1. The attached copy of Ordinance No. ____ (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on February 4, 2019, as that ordinance appears on the minute book of the City.

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

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

Dated: February 4, 2019.

CITY OF CAMAS, WASHINGTON

City Clerk



Staff Report

February 4, 2019 Council Workshop Meeting

Staff Contact	Phone	Email
Sam Adams, Utilities Manager	360.817.1563	sadams@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: The City has elected to extend the 2018 Meter Replacement contract with Odyssey Contracting Inc. into 2019. Per contract, the City may extend the contract for another year based on contractor previous performance. The contract allows for an increase in contractor pricing for 2019 based on the December 2018 Consumer Price Index which was 3.6%. Odyssey Contracting Inc. has agreed to provide services at the increased pricing.

BUDGET IMPACT: \$47,421.09 cost. The Water/Sewer fund has budget available to complete this work.

RECOMMENDATION/RECOMMENDED ACTION/ACTION REQUESTED: This item is for Council information only. Staff recommends this item be placed on the February 18, 2019 Consent Agenda for Council's consideration.

QUOTE (Appendix A)

2019 Water Meter Replacement Project Extension Project No. W1006

To the Office of the City Clerk
Camas, Washington

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

(Note: Unit prices for all items, all extensions, and total amount of bid should be shown. All entries must be typed or entered in ink.)

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Base Bid items:					
1.	556	Meter Replacements	Each	\$ <u>62.16</u>	\$ <u>34,560.96</u>
2.	0 (est.)	Meter Boxes Replacement/ Restoration	Each	\$ <u>82.88</u>	\$ <u>0.00</u>
3.	404	Meter Lids (Size Vary)	Each	\$ <u>10.36</u>	\$ <u>4,185.44</u>
4.	0 (est.)	Resettlers (6", 9", 12")	Each	\$ <u>165.76</u>	\$ <u>0.00</u>
5.		Force Account			\$ <u>5,000</u>
Subtotal Base Bid					\$ <u>43,746.40</u>
8.4% Sales Tax					\$ <u>3,674.69</u>
Total Base Bid					\$ <u>47,421.09</u>



Signature of Owner or Authorized Corporate Officer
(This is required for a valid bid.)

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

2019 WATER METER REPLACEMENT CONTRACT EXTENSION

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed by the Contractor January 29th, 2019.

~~SEA~~ Luke Williamson

President



Contractor

Executed by the Local Agency _____, 2019.

Mayor Shannon Turk



Staff Report

February 4, 2019 Council Workshop Meeting

Staff Contact	Phone	Email
Sam Adams, Utilities Manager	360.817.1563	sadams@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: The City has selected Carollo Engineering to provide professional services to design a caustic injection system for the Slow Sand Water Treatment Plant.

BUDGET IMPACT: Total cost of \$98,318. The Water/Sewer fund has budget available to complete this work.

RECOMMENDATION/RECOMMENDED ACTION/ACTION REQUESTED: This item is for Council information only. Staff recommends this item be placed on the February 18, 2019 Consent Agenda for Council's consideration.

**EXHIBIT A
CITY OF CAMAS, WA,
AND
CAROLLO ENGINEERS, INC.**

**CITY OF CAMAS SLOW SAND FILTER WATER TREATMENT PLANT – CORROSION CONTROL
IMPROVEMENTS PROJECT**

INTRODUCTION

City of Camas has replaced their pressure filter surface water treatment plant with a slow sand filtration system. The new Slow Sand Filter Water Treatment Plant (SSF WTP) provides seasonal supply of water to the City's 542 pressure zone. The plant will be operated from November 1st through May 15th with the peak demand expected in winter. Corrosion control treatment is required as the City exceeded the copper action level in the 1990s and Lead and Copper Rule (LCR) regulatory requirements do not allow the discontinuation of corrosion control once treatment is initiated.

The purpose of this project is to implement the recommendations provided in the *Final Corrosion Control Treatment Recommendations Memo* (Confluence Engineer Group; July, 2018) to achieve desired pH and alkalinity targets at the SSF WTP, for continued compliance with the LCR.

OBJECTIVES

The purpose of this scope of work is to establish the scope of engineering services, schedule, and compensation for providing design services related to the addition of carbon dioxide (CO₂) and caustic soda chemical delivery, storage and feed facilities for corrosion control at the SSF WTP.

SCOPE OF WORK

To achieve the objectives outlined above, this scope of work is organized into the following four tasks:

Task 100 – Project Management
Task 200 – Design
Task 300 – Bidding Assistance
Task 400 – Construction Services
Task 500 - O&M Manual Update

General Assumptions

- Carollo Engineers, Inc. are referred to as "ENGINEER" in this document.
- The City of Camas and its staff are referred to as "OWNER" in this document.
- All meetings will be held via phone/conference call unless otherwise stated in specific scope task descriptions.
- All Deliverables will be provided in electronic copy (.pdf, .docx, .xlsx, as applicable) and transmitted via email or secure file transfer. OWNER comments and CONSULTANT responses to comments will be tracked via 'red line' markups incorporated into electronic versions of the deliverable.

- OWNER will print and produce paper copies of all documents as necessary for its use.
- OWNER will submit one compiled set of review comments on all Consultant submittals.
- OWNER will perform/provide the following for this work:
 - Permitting activities.
 - Controls and System Integration
 - Any required geotechnical investigations.
 - Any required topographic surveying.
 - Coordination and review with local jurisdictions and state regulatory agencies.
- OWNER PROVIDED INFORMATION AND SERVICES: OWNER shall furnish the ENGINEER available studies, reports and other data pertinent to the ENGINEER's services; obtain or authorize the ENGINEER to obtain or provide additional reports and data as required; furnish to the ENGINEER services of others required for the performance of ENGINEER's services hereunder, and the ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing the ENGINEER's services under this Agreement.
- ESTIMATES AND PROJECTIONS: The ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way the OWNER's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on the ENGINEER's opinion based on experience and judgment. The ENGINEER cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the ENGINEER and the ENGINEER does not and will be not liable to and/or indemnify the OWNER and/or any third party related to any inconsistencies between the ENGINEER's data projections and estimates and actual costs and/or quantities realized by the OWNER and/or any third party in the future.
- THIRD PARTIES: The services to be performed by the ENGINEER are intended solely for the benefit of the OWNER. No person or entity not a signatory to this Agreement shall be entitled to rely on the ENGINEER's performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the ENGINEER's services hereunder.

TASK 100 - PROJECT MANAGEMENT:

The purpose of this task is to direct all design activities and maintain the project within the contracted scope, schedule and budget. This includes project administration, monthly invoicing, client and team coordination and quality assurance/quality control review necessary to successfully complete the Project to the OWNER's expectations.

Task 100 Activities:

401. Monthly Progress Reports and Invoices. Prepare and submit monthly activity reports showing current project scope, budget and schedule status and identifying key issues, or elements of the project that will need to be addressed in the following weeks. An electronic version of the monthly progress reports (including updated project schedule) and invoices will be sent to the OWNER for review and approval.
402. ENGINEER Team Coordination. Manage the project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time and budget needed to complete the project. Create and maintain a working project schedule.

Assumptions:

- Total duration of the project is nine months from NTP to Project Closeout. This includes design and construction period activities.
- Invoices will be submitted to the OWNER on a monthly basis, based on project activity.

Meetings/Workshops: None

OWNER Deliverables:

1. Receive, review and process ENGINEER invoices in a timely manner.
2. Respond to data requests in a timely manner.
3. Render decisions and provide guidance in a timely manner.

ENGINEER Deliverables:

1. Nine monthly progress reports and invoices.

TASK 200 – DESIGN

Design includes process mechanical design of the CO₂ and caustic soda chemical storage, handling and feed systems. ENGINEER will rely on the previous work undertaken by the OWNER and review as-built plans for the SSF WTP and existing vendor proposals for the corrosion control equipment. Additionally, ENGINEER will coordinate with OWNER's Programmer as they integrate the new facilities. ENGINEER will prepare calculations, drawings, and technical specifications that include process mechanical, civil, structural, and electrical. A preliminary drawing list is included as Appendix A. A preliminary specification list is included in Appendix B

The ENGINEER will prepare a progress submittal package when the design, drawings, and specifications are approximately 90% complete. At the 90% level, the drawings and specifications are substantially complete and indicate all requirements for construction. The 90% submittal will be provided to the OWNER for review before finalizing the design.

Once final review comments have been incorporated, the ENGINEER will prepare a final, 100% submittal package. At this time drawings and specifications are completed, stamped and signed, and the project is ready to bid.

Task 200 Activities:

201. Review the existing plant as-built drawings and existing vendor proposal for the addition of CO₂ and caustic soda equipment.
202. Prepare a 90% progress submittal package as described herein.
203. Participate in a conference call with Owner and Owner's Programmer to review documents.
204. Prepare a 100% / bid ready submittal package as described herein.

Assumptions:

- ENGINEER review of existing vendor proposals under activity 201 shall be limited to one vendor proposal for CO₂ and one proposal for the caustic soda system.
- Activity 201 assumes ENGINEER review shall be limited to two hours for each discipline preparing drawings (process mechanical, civil, structural, and electrical), for a total of eight hours.

- OWNER will develop and provide contract (front end) bidding documents.
- OWNER will provide background cad files from the existing plant facilities to be used by the ENGINEER.
- No new surveying of the site will be required.
- No new geotechnical study at the site will be required.
- ENGINEER will provide OWNER with 90% review set and final (bid ready) set only.
- Review call will be one hour and will include PM, PE, structural engineer, and electrical engineer.
- ENGINEER will provide OWNER with electronic bid documents including PDF files for technical specifications and full and half size drawings.
- No cost estimates will be provided.
- Engineer will provide signed, stamped structural calculations. No additional information besides bid documents will be required for permitting
- City will coordinate and apply for all permitting.
- Anchorage calculations will not be performed as part of this work, but are to be performed as scoped under TO 1.

Meetings/Workshops: None

- Conference call for review

OWNER Deliverables:

1. Existing plant as-built drawings.
2. Existing plant cad files.
3. Existing survey and geotechnical data for the plant site.
4. Existing vendor proposals for the CO₂ and caustic soda systems.
5. Receive, review and return comments on ENGINEER 90% deliverable in a timely manner.
6. Front-end Contract Documents.
7. Permits and permitting activities
8. Controls and System Integration

ENGINEER Deliverables:

1. 90% drawings and specifications.
2. 100% (bid ready) drawings and specifications.

TASK 300 - BIDDING ASSISTANCE

This task includes engineering support services provided during the bid period. ENGINEER will provide responses to questions submitted by bidders to the OWNER and will assist in the development of addenda.

Task 300 Activities:

301. Provide responses to questions submitted by bidders to the owner.
302. Assist in development of contract document addenda.
303. Issue conformed documents after bidding has concluded.

Assumptions:

- OWNER will manage the bid process by advertising, receiving questions from bidders, posting addenda which will include answers to bidders' questions, and by opening bids.

- A maximum of two addenda will be issued during the bid period. OWNER will compile addenda materials, as required, to distribute to bidders. ENGINEER will provide technical materials (drawings and specs) as required to communicate addenda items.
- ENGINEER will provide OWNER with electronic conformed documents including PDF files for technical specifications and full and half size drawings.

OWNER Deliverables:

1. Bid advertisement and bid document distribution to bidders.
2. Receive questions and distribute questions to the ENGINEER.
3. Post ENGINEER responses to bidders via addenda.
4. Receive, open and review bids.

ENGINEER Deliverables:

1. Responses to questions from bidders.
2. Two addenda.
3. Conformed documents.

TASK 400 - CONSTRUCTION SERVICES

This task includes engineering services during construction (ESDC). Under this task ENGINEER will assist the OWNER during construction by performing the following:

- Review RFIs and provide responses within five business days of receipt of the RFI.
- Review submittals based on project drawings and specifications and provide comments within 30 calendar days of receipt of the submittal.
- Visit the construction site to provide guidance and clarifications during the construction phase.
- Provide final record drawings to the OWNER at the end of the project in electronic format.

Task 400 Activities:

401. Provide responses to contractor Requests for Information (RFIs).
402. Submittal review and responses to technical submittals.
403. Two construction site visits, one during construction and one to provide start-up assistance.
404. Record drawing development at the conclusion of construction.

Assumptions:

- Inspection and construction management services are not included in this scope of work and will be provided by others.
- No design clarifications will be needed.
- Material testing and special inspection is not included in this scope of work and will be provided by others.
- Two site visits will be performed by the ENGINEER. Each site visit is assumed to take four hours and be attended by one project engineer and one project staff member.
- Record drawings will be provided to the owner based on drawing markups provided by the Contractor, as well as information documented in RFI's and design clarifications. Record drawing files will be provided in PDF and AutoCAD or MicroStation format.

OWNER Deliverables:

1. Construction management services.

2. Special inspection services.

ENGINEER Deliverables:

1. Responses to RFIs.
2. Review of submittals.
3. Record Drawings.

TASK 500 - O&M MANUAL UPDATE

Under this task, ENGINEER will update the existing O&M manual to include the caustic soda and carbon dioxide. The existing O&M Manual included an unpopulated section titled "Caustic Soda". The title of this section will be updated to "Corrosion Control Chemicals" and will include information for both Caustic Soda and Carbon Dioxide.

This effort will include:

- Additions to Table 1-1
- An update to Figure 1-3
- Additions to Table 11-1
- The addition of the following chapter:

Corrosion Control Chemicals			8-1
8.1	Caustic Soda Storage		
	8.1.1	Automated Control	
	8.1.2	Manual Control	
	8.1.3	Routine Maintenance and Observation	
	8.1.4	Process Instrumentation	
8.2	Caustic Soda Metering Pumps		
	8.2.1	Start-up and Shutdown Procedures	
	8.2.2	Automatic Control	
	8.2.3	Manual Control	
	8.2.4	Routine Maintenance and Observation	
	8.2.5	Process Instrumentation	
8.3	Carbon Dioxide Storage		
	8.3.1	Start-up and Shutdown Procedures	
	8.3.2	Automatic Control	
	8.3.3	Manual Control	
	8.3.4	Routine Maintenance and Observation	
	8.3.5	Process Instrumentation	
8.4	Carbon Dioxide Solution Feed		
	8.4.1	Start-up and Shutdown Procedures	
	8.4.2	Automatic Control	
	8.4.3	Manual Control	
	8.4.4	Routine Maintenance and Observation	
	8.4.5	Process Instrumentation	

Task 500 Activities:

501. Provide updates/edits to incorporate in the existing O&M PDF.

Assumptions:

- Additions will be pages that can be added to the existing O&M.
- The new chapter is assumed to be similar to existing chapters, with approximately one page per section, for a total of 4 or 5 pages, including photos.

OWNER Deliverables:

1. Review Comments.

ENGINEER Deliverables:

1. Draft and Final Updates in word and pdf format.

TIME OF PERFORMANCE

The scope of services provided herein will be completed in approximately nine months following formal Notice to Proceed (NTP). Construction duration may impact time of performance based on construction contractor progress outside of the ENGINEER's control. The anticipated schedule for completion of the work indicated herein is provided below. The schedule anticipates that permitting will occur in parallel with bid.

Task No. & Description	Anticipated Start	Anticipated Finish
Task 100 – Project Management	February 2019	October 2019
Task 200 – Design	February 2019	April 2019
Task 300 – Bidding Assistance	April 2019	May 2019
Task 400 – Construction Services	May 2019	October 2019
Task 500 - O&M Manual Update	October 2019	October 2019

PAYMENT

ENGINEER will invoice OWNER on a monthly basis with percent complete for each of the tasks. Compensation will be based on the attached fee schedule and level of effort:

APPENDIX A: PRELIMINARY DRAWING LIST

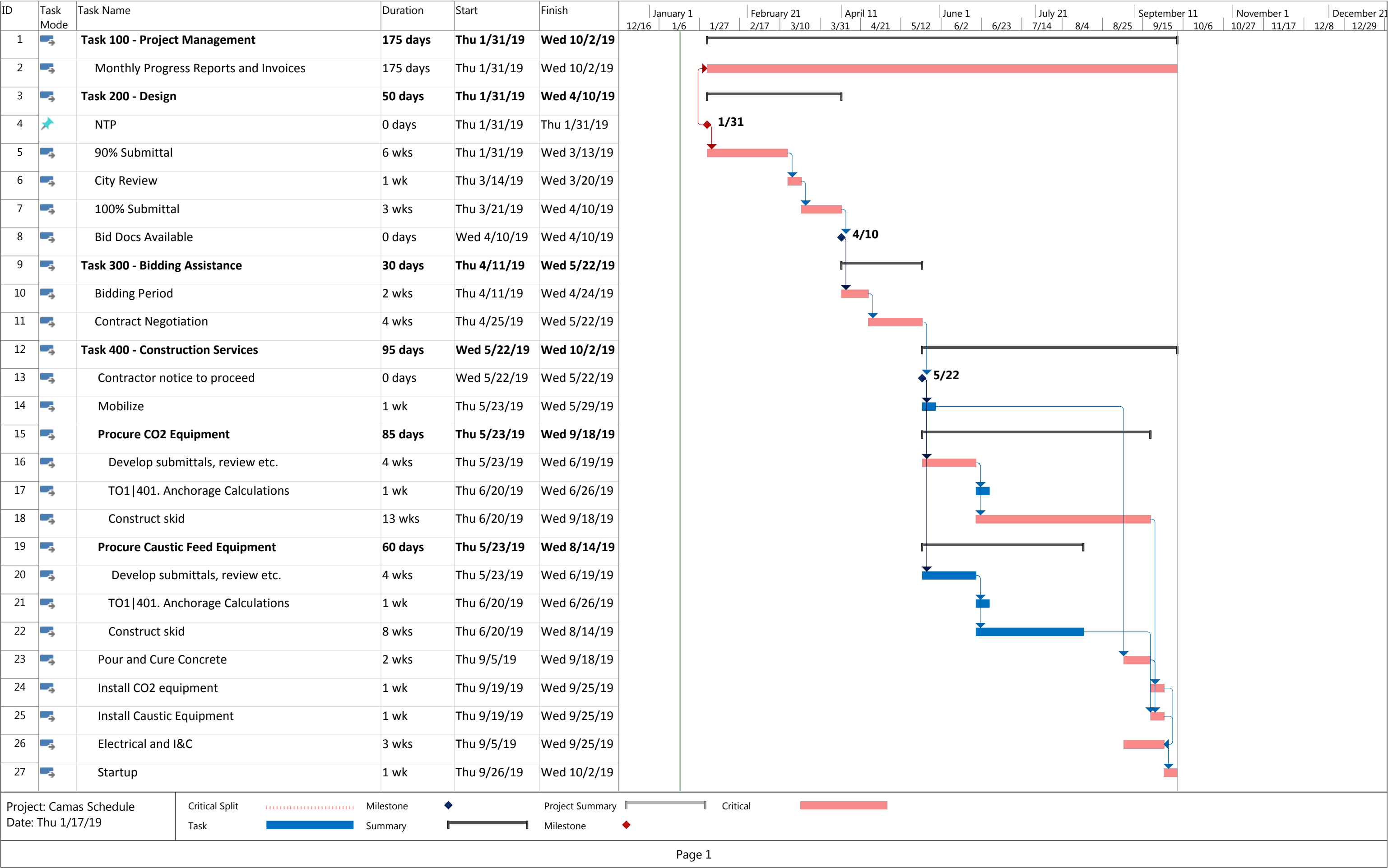
<u>GENERAL</u>		
1	01-G-001	COVER SHEET/SITE PLAN
2	01-G-002	ABBREVIATIONS
3	01-G-003	GENERAL NOTES AND SYMBOLS
4	01-G-004	GENERAL DETAILS - STRUCTURAL
5	01-G-005	GENERAL DETAILS - PIPING
6	01-G-006	GENERAL DETAILS - ELECTRICAL I
7	01-G-007	GENERAL DETAILS - ELECTRICAL II
<u>CIVIL</u>		
8	01-C-001	CIVIL PLAN AND DETAILS
<u>STRUCTURAL</u>		
9	01-S-001	CO ₂ TANK PAD PLAN, SECTION AND DETAILS
10	01-S-002	CAUSTIC SODA TANK AND EQUIPMENT PADS
<u>MECHANICAL</u>		
11	01-M-001	PROCESS ROOM PLAN
12	01-M-002	PROCESS ROOM SECTION AND DETAILS
13	01-M-003	FILTER GALLERY PLAN
14	01-M-004	FILTER GALLERY SECTION AND DETAILS
<u>ELECTRICAL</u>		
15	01-E-001	LEGENDS AND SYMBOLS
16	01-E-002	ELECTRICAL ABBREVIATIONS
17	01-E-006	ELECTRICAL SITE PLAN
18	01-E-007	PROCESS BUILDING POWER PLAN
19	01-E-008	FILTER GALLERY POWER PLAN
20	01-E-009	ONE-LINE DIAGRAM
21	01-E-010	ELECTRICAL SCHEDULE

APPENDIX B: PRELIMINARY SPECIFICATION LIST

01 11 00	Summary of Work
01 14 00	Work Restrictions
01 29 77	Applications for Payment
01 31 19	Project Meetings
01 32 18	Progress Schedules and Reports - Small Projects
01 33 00	Submittal Procedures
01 35 03	Special Procedures for Locating and Verifying Concealed Existing Utilities
01 41 00	Regulatory Requirements
01 42 13	Abbreviations and Acronyms
01 45 00	Quality Control
01 50 00	Temporary Facilities and Controls
01 60 00	Product Requirements
01 75 17	Commissioning
01 75 18	Disinfection
01 77 00	Closeout Procedures
01 78 23	Operation and Maintenance Data
01 78 36	Warranties and Bonds
01 81 01	Project Design Criteria
01 81 02	Seismic Design Criteria
03 20 00	Concrete Reinforcing
03 21 17	Adhesive-Bonded Reinforcing Bars and All Thread Rods in Concrete
03 30 00	Cast-In-Place Concrete
03 60 00	Grouting
05 05 24	Mechanical Anchoring and Fastening to Concrete and Masonry
05 12 00	Structural Steel
09 96 01	High-Performance Coatings
26 05 00	Common Work Results for Electrical
26 05 09	Low Voltage Motors up to 500 Horsepower
26 05 18	600-Volt or Less Wires and Cables
26 05 21	Low Voltage Wire Connections
26 05 26	Grounding and Bonding
26 05 29	Hangers and Supports
26 05 33	Conduits
26 05 34	Boxes
26 05 44	Duct Banks
26 05 53	Identification for Electrical Systems
26 05 74	Electrical System Studies
26 06 01	Conduit Schedule
26 08 50	Field Electrical Acceptance Tests
26 22 14	Dry-Type Transformers
26 24 16	Panelboards
26 27 26	Wiring Devices

26 28 01	Low Voltage Molded Case Circuit Breakers
26 29 05	Motor Starters
26 43 14	Surge Protective Devices
31 00 00	Earthwork
31 50 00	Excavation Support and Protection
40 05 00.01	Common Work Results for General Piping
40 05 00.03	Pipe Identification
40 05 00.09	Piping Systems Testing
40 05 03	Soils and Aggregates for Earthwork
40 05 04	Trenching
40 05 06.01	Piping Specialties
40 05 06.03	Pipe Couplings
40 05 07.01	Pipe Supports
40 05 23.01	Stainless Steel Pipe and Tubing
40 05 31.01	Plastic Piping and Tubing
40 05 51.01	Common Work Results for Valves
40 05 52	Specialty Valves
40 05 57.13	Manual Actuators
40 05 63	Ball Valves
40 05 64	Butterfly Valves
40 05 65.01	Gate, Globe, and Angle Valves
40 05 65.24	Check Valves
40 05 67.37	Pressure Reducing and Pressure Relief Valves
40 61 00	Common Work Results for Process Control and Instrumentation Systems
40 61 15	Control Strategies
40 61 16	Specific Control Strategies
40 67 01	Control Systems: Panels, Enclosures, and Panel Components
40 73 13	Pressure/Vacuum Measurement: Gauges
40 73 64	Pressure/Vacuum Measurement: Instrument Valves
40 80 01	Commissioning for Instrumentation and Controls
43 23 13.40	Horizontal ANSI Centrifugal Pumps
43 33 20.01	Liquid Chemical Diaphragm-Type Metering Pumps
46 05 10	Common Work Results for Mechanical Equipment
46 05 11	Equipment Identification
46 05 94	Mechanical Equipment Testing
46 31 42	Carbon Dioxide Storage and Handling System

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





Staff Report

February 4, 2019 City Council Workshop

Joint Transportation Committee Study Update

Staff Contact	Phone	Email
Steve Wall, Public Works Director	360.817.7899	swall@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: As mentioned at a prior council meeting, in the Fall of 2018 I was invited to participate on a "Staff Workgroup" for the Washington State Joint Transportation Committee (JTC) regarding the statewide need for additional transportation funding. The purpose of the JTC is to "review and research transportation programs and issues to better inform state and local government policymakers, including legislators." The JTC's executive committee consists of the chairs and ranking members of the House Transportation Committee and the Senate Transportation Committee. The JTC is currently co-chaired by Senator Steve Hobbs and Representative Jake Fey with ranking members including Senator Curtis King and Representative Andrew Barkis.

JTC Staff have contracted with BERK Consulting to complete the "City Transportation Funding" Study. Acting as stakeholders to guide the JTC Study, the Staff Workgroup includes staff and policy counsel for each party of the House and Senate Caucus's and the House and Senate Transportation Committees, WSDOT Local Programs, Office of Financial Management, WSDOT Local Programs, AWC, three City representatives (Camas, Tacoma and Olympia) and a representative of the Skagit Council of Governments. As taken directly from the JTC request for proposals for consultant support, "The Washington State Legislature has commissioned an assessment of transportation funding needs of Washington State's 281 cities and towns. The study will identify current city transportation funding responsibilities, sources, and gaps and provide recommendations on alternative sources of funding to address existing gaps and future needs."

A summary of the two Staff Workgroup Meetings to-date will be provided to Council at the February 4, 2019 Workshop. Staff will also highlight a few key points from the attached presentation that BERK Consulting and JTC Staff gave to the JTC members on December 12, 2018.

RECOMMENDATION/RECOMMENDED ACTION/ACTION REQUESTED: This item is for Council's information only.

Joint Transportation Committee

Assessment of City Transportation Funding Needs

Interim Briefing

December 13, 2018



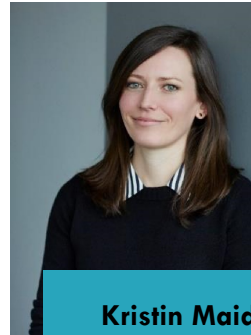
Introductions



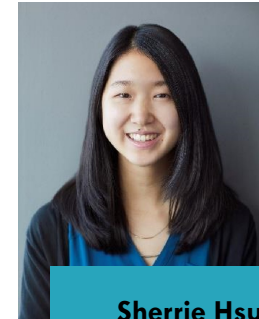
Brian Murphy, BERK
Project Manager



Andrew Bjorn, BERK
Deputy Project Manager



Kristin Mardt, BERK
Financial Analyst



Sherrie Hsu, BERK
Analyst



Steve Gorcester,
Transportation Policy
Expert



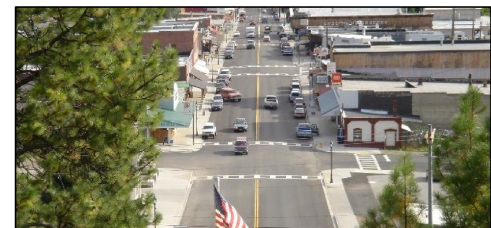
Peter DeBoldt, Perteet
Transportation Engineer



Karissa Witthuhn, Perteet
Transportation Engineer

Context

- City streets are an essential part of Washington's transportation network
 - The movement of goods and people is essential to economic prosperity and quality of life
 - The economic health of cities benefits the state
- Therefore, the state and cities share an interest in keeping streets in good shape and adding capacity to accommodate growth
- The state and cities also share fiscal constraints



Study Purpose & Staff Workgroup Composition

- Study purpose (see proviso in [Appendix](#))

- Understand what funding sources cities use or don't use, and why
- Use existing data to make a general assessment of funding gaps and future needs
- Give recommendations for getting what we want out of the system and enabling fact-based decision making

- Analyze data
- Examine practices other states
- Develop case studies
- Make recommendations to improve the use of existing resources and identify additional tools

- The purpose of this study is not to

- Calculate city-level estimate of need
- Generate an impractical demand for additional funding without consideration of its source

Desired Future State Articulated by Staff Workgroup

Our state's quality of life and economic prosperity are enabled by the ability of users to safely and efficiently travel anywhere in the state, regardless of mode.

City streets are built to plan and maintained to an acceptable standard system-wide, serving as an integrated part of Washington's transportation network.

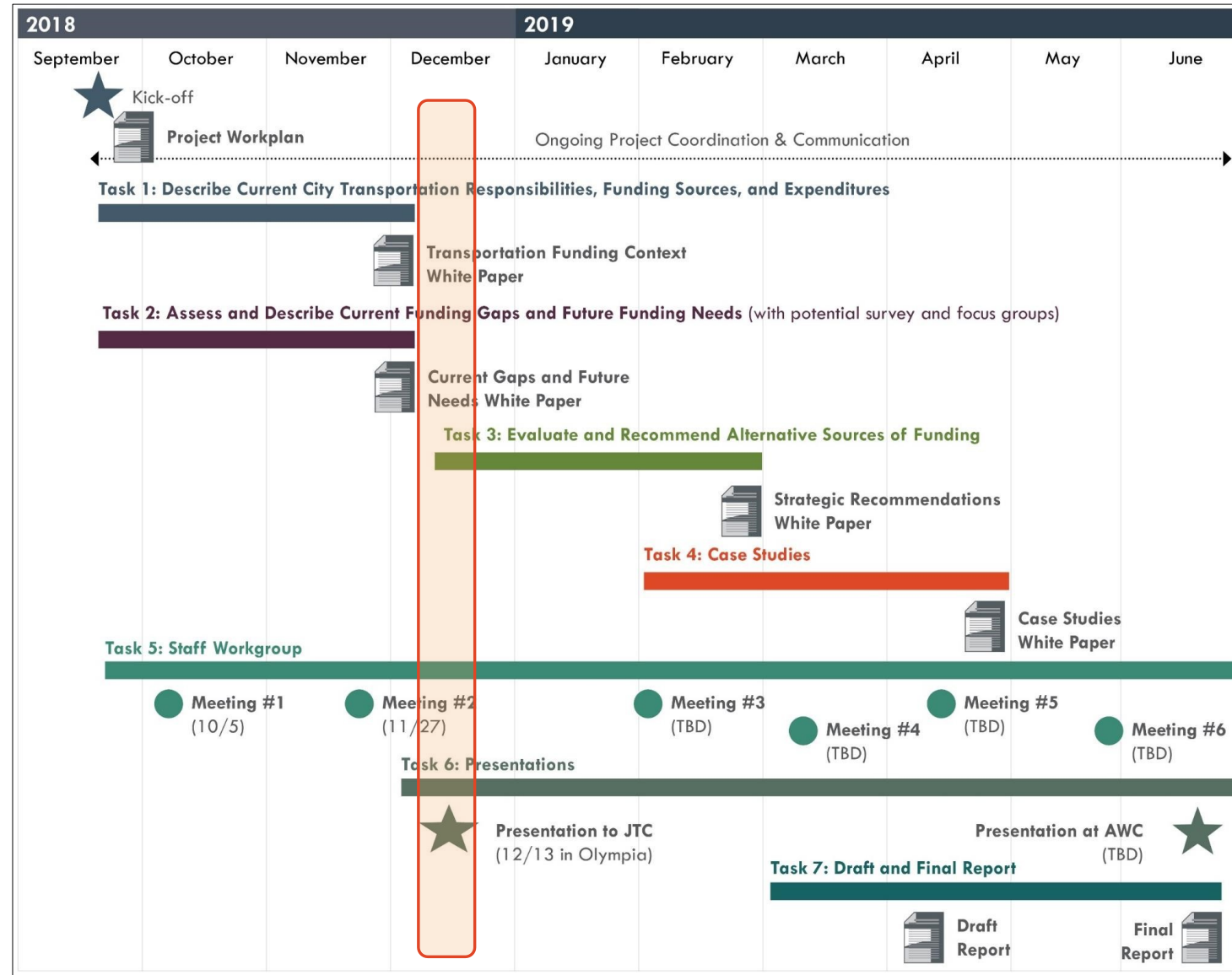
Elements needed to achieve this future

- Stakeholders see value of investment
- Coordination of cities, counties, state
- Financial sustainability of cities
- Efficient and effective use of resources
- Desired environmental, safety, and mobility outcomes

Staff Workgroup

- Cities and Association of Washington Cities
- WSDOT Local Programs Division
- Transportation Improvement Board
- MPO/RTPO Coordinating Committee
- OFM, House, and Senate

(see full list in [Appendix](#))

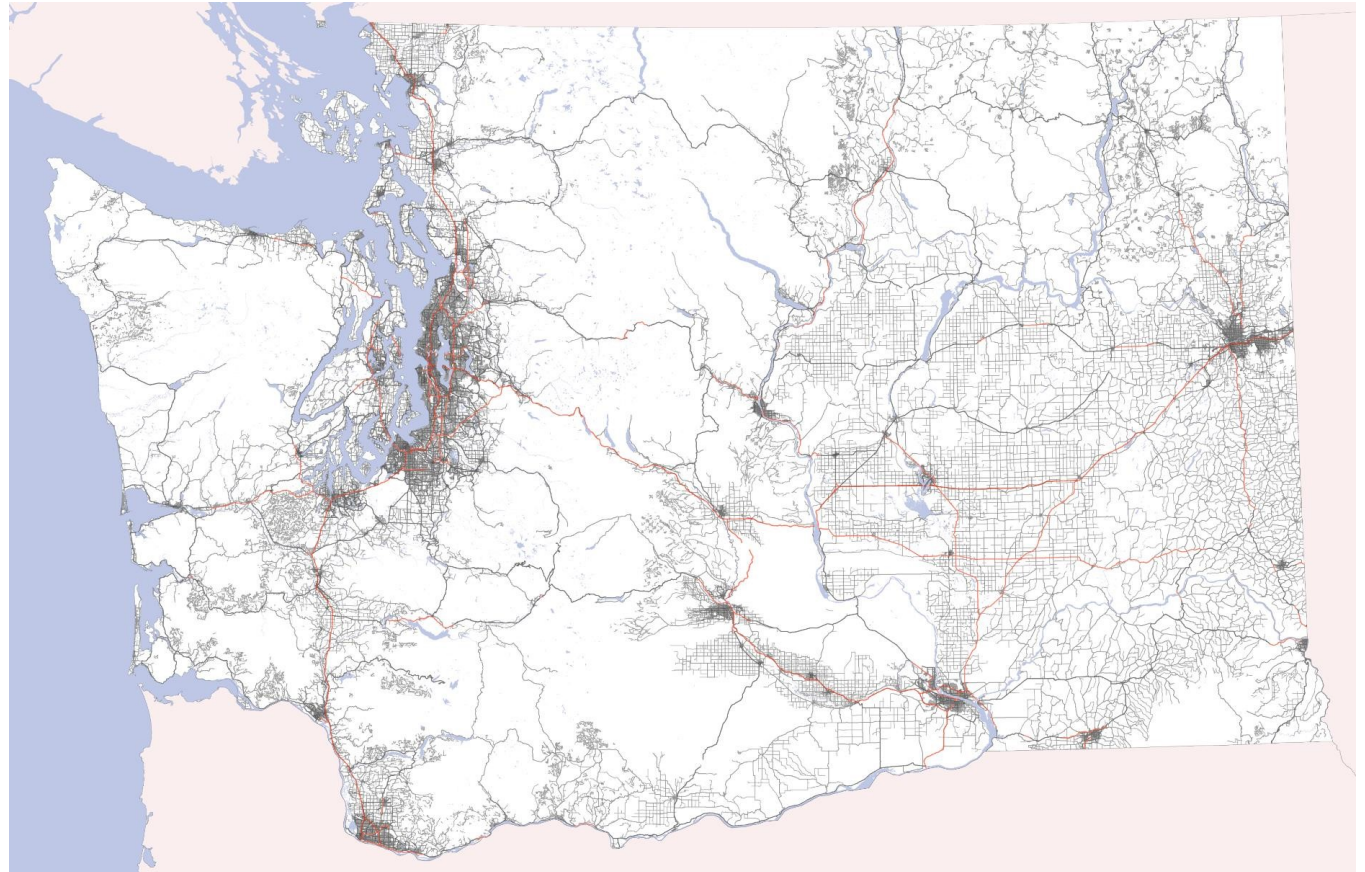


Initial Analytics

What Are “City Streets”?

Range of entities involved with Washington’s transportation network

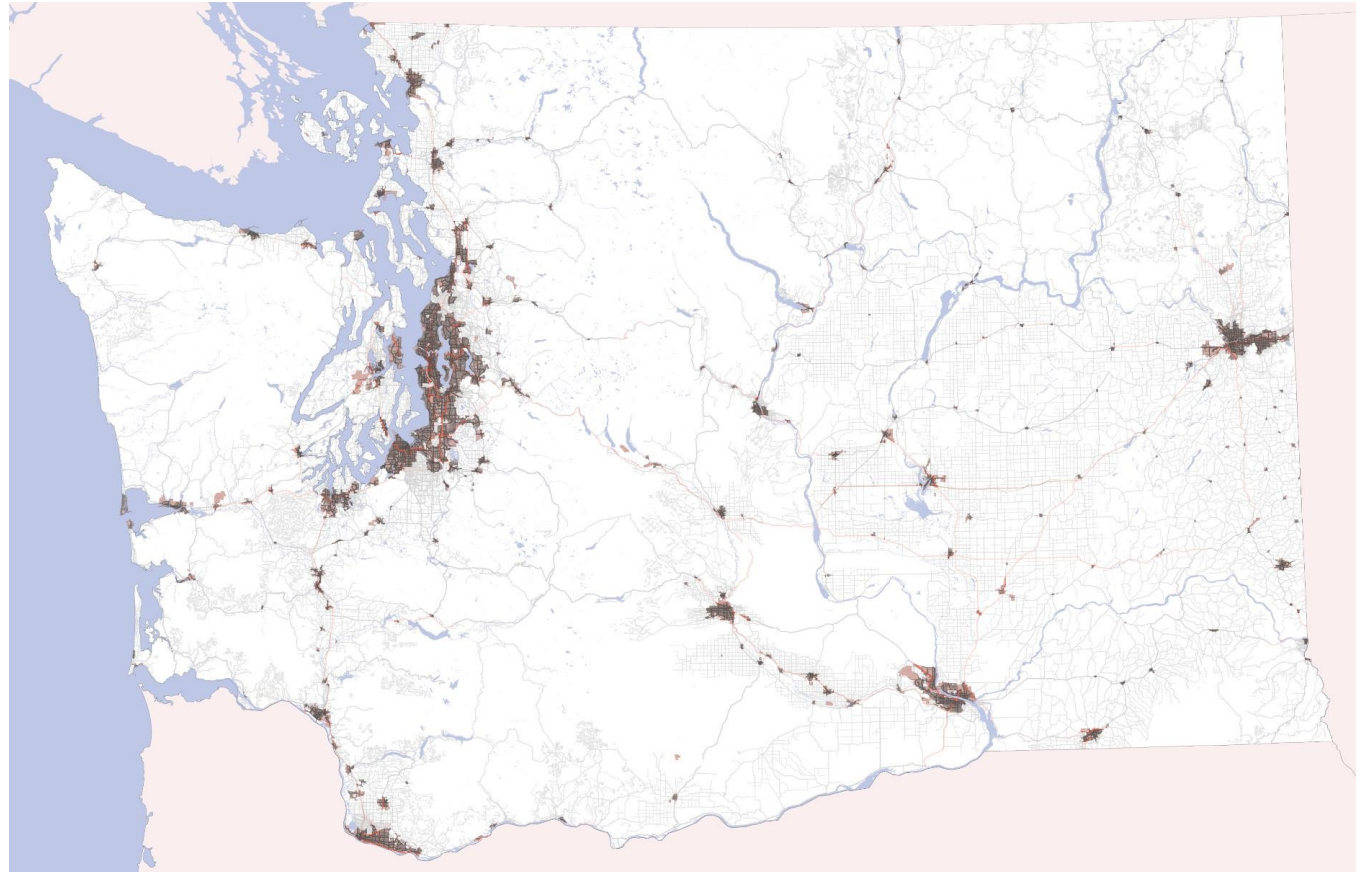
- Federal
- State
- County
- City
- Tribal
- Private



What Are “City Streets”?

Range of entities involved with Washington’s transportation network

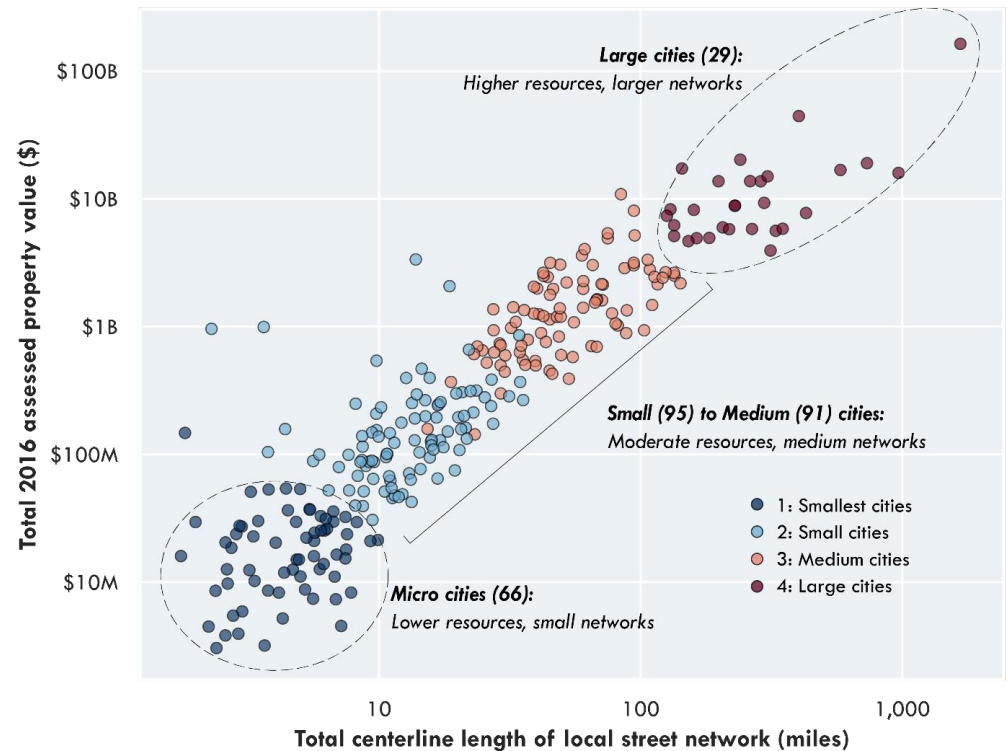
- Federal
- State
- County
- City
- Tribal
- Private



How Do We Classify Cities and Their Responsibilities?

- Four categories

- ❑ **Smallest cities (“micros”)**
(lowest resources, smallest networks)
- ❑ **Small cities**
(low-moderate resources/networks, population <5,000)
- ❑ **Medium cities**
(moderate resources/networks, population >5,000)
- ❑ **Large cities**
(high resources, larger networks)



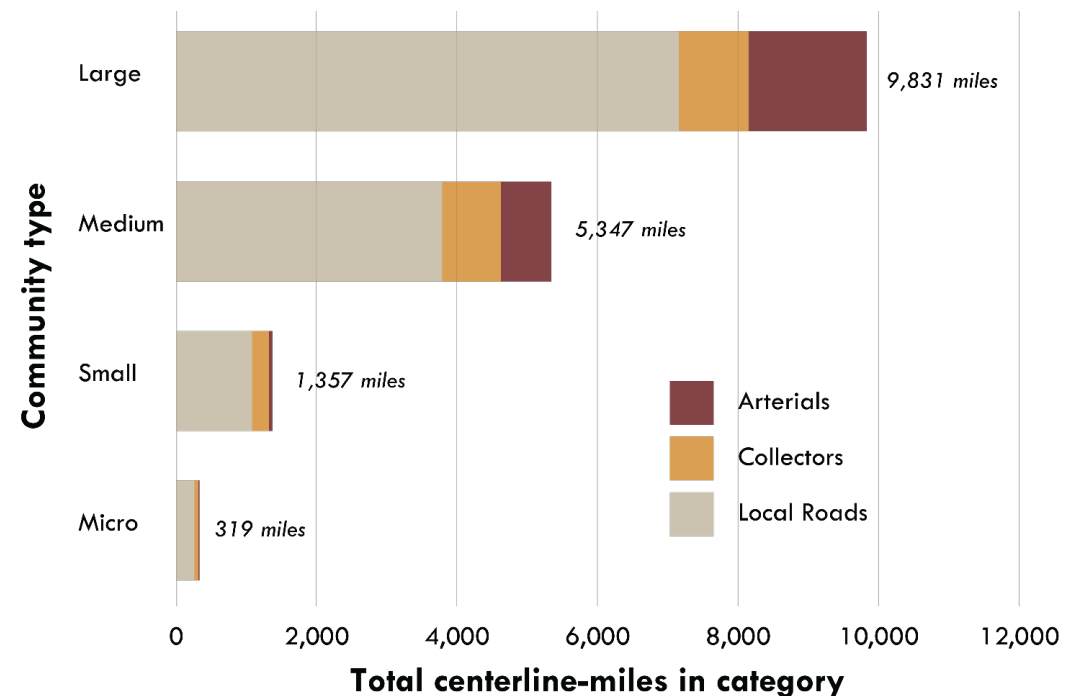
How Do We Classify Cities and Their Responsibilities?

- **Focus on elements funded/managed by cities**

- ❑ ~25% of statewide traffic
- ❑ ~17,000 centerline-miles of streets
- ❑ ~740 bridges

- **Elements of city systems**

- ❑ State highways (cities > 27,500 pop.)
- ❑ Arterials
- ❑ Collectors
- ❑ Local streets
- ❑ Bridges
- ❑ Associated capital infrastructure



What Does It Cost to Manage a Street Network?

The consulting team is estimating the level of regular investment needed to maintain the health of the system.

- **Road preservation and maintenance**

- ❑ Grind & Overlay or Chip Seal
- ❑ Costs per centerline mile by type
- ❑ Costs distributed over regular/ideal preservation cycle

- **Bridge maintenance**

- ❑ Cost per square foot by type
- ❑ Costs distributed over life cycle



What Does It Cost to Manage a Street Network?

Additional demands:

- Addressing deferred maintenance/preservation
- System enhancements
- Meeting regulatory needs
(environmental mitigation, accessibility, etc.)

Available data may not be sufficient to characterize these demands at an aggregate level – more detailed information required!



City Funding Options

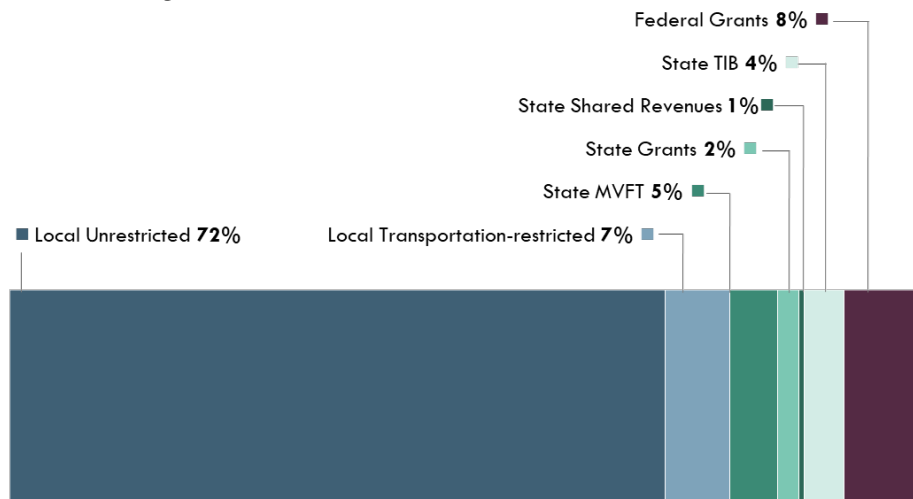
1. Federal
2. State
3. Local: Transportation-Restricted
4. Local: Unrestricted

Many city funding tools
are not specific to
transportation.

REVENUE SOURCE	TRANSPORTATION RESTRICTED
1 Federal Sources – all of which passes through the state	
Federal Highway Administration/Fixing America's Surface Transportation (FAST) Act federal aid	✓
2 State Sources	
Direct Appropriations for Transportation Projects	✓
State Motor Vehicle Fuel Tax (state gas tax distribution)	✓
State Multimodal Account Distribution	✓
Capron Refunds	
Freight Mobility Strategic Investment Board (FMSIB) Grants	✓
Transportation Improvement Board (TIB) Grants	✓
WSDOT Local Programs: Safe Routes to School	✓
WSDOT Local Programs: Pedestrian & Bicycle Funding	✓
3 Local Sources: Transportation-Restricted	
Border Area Motor Vehicle Fuel Tax	✓
Commercial Parking Tax	✓
Local Improvement District	✓
Real Estate Excise Tax 2 (REET 2)	✓
Transportation Benefit District – Sales and Use Tax	✓
Transportation Benefit District – Vehicle Licensing Fee	✓
Transportation Impact Fees	✓
4 Local Sources: Non-Restricted	
Business and Occupation Tax (local)	
Limited Tax General Obligation (LTGO) Bonds	
Unlimited Tax General Obligation (UTGO) Bonds	
Property Tax	
Real Estate Excise Tax 1 (REET 1)	
Additional REET 3	
Retail Sales & Use Tax	
Utility Tax (local)	

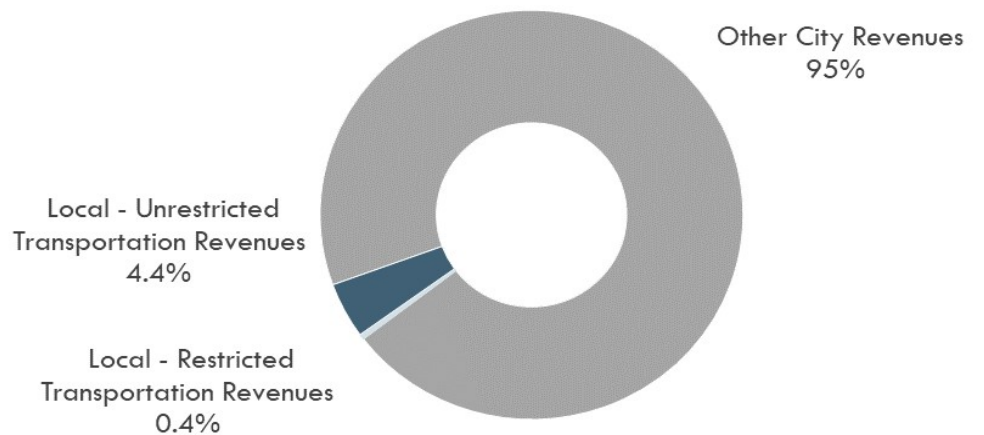
City Transportation Funding

Where does city transportation funding come from?



- **Local Transportation Sources:** 79%
- **State Transportation Sources:** 13%
- **Federal Transportation Sources:** 8%

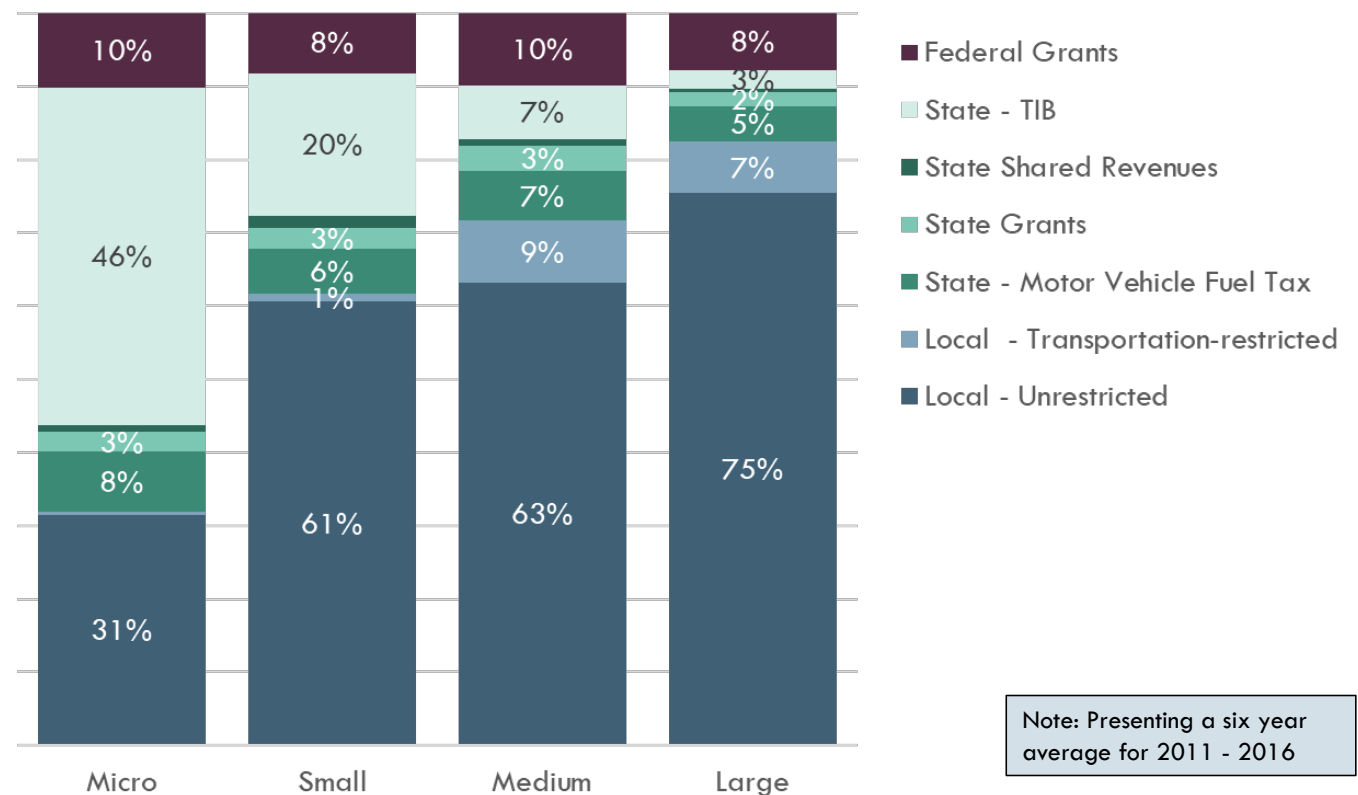
How much local funding do cities have for transportation compared to all city revenues?



Note: Presenting a six year average for 2011 - 2016
Donut chart displays data from SAO LGFRS and WSDOT CSCR

City Transportation Revenues by City Type

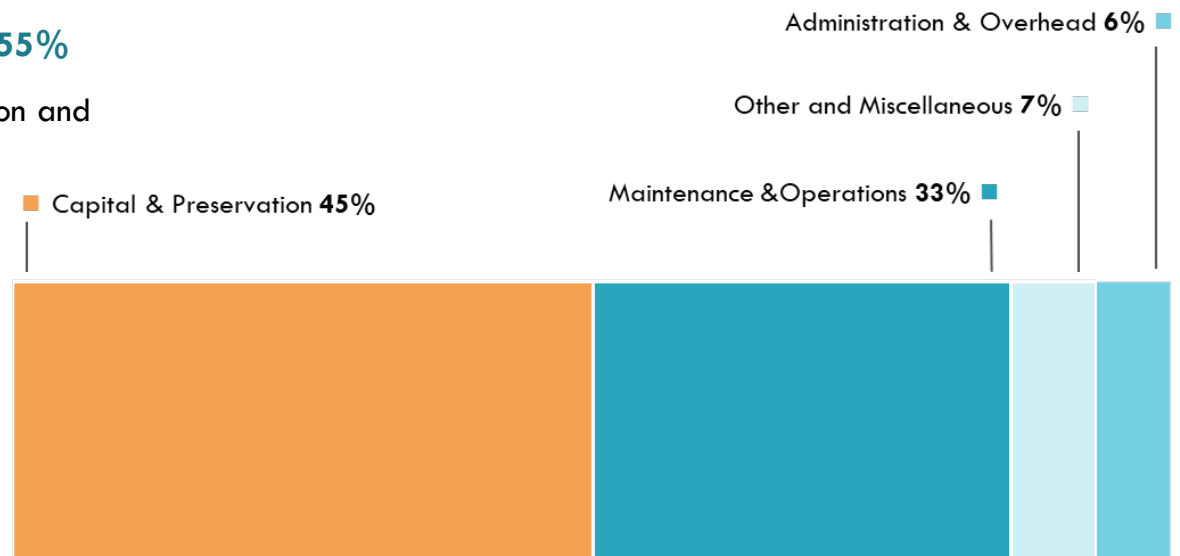
How do revenue sources differ by city type?



City Transportation Expenditures

What transportation expenditures do cities have?

- **Capital & preservation expenditures** 45%
- **Programmatic expenditures** 55%
(maintenance and operations; administration and overhead; and other)



Note: Presenting a six year average for 2011 - 2016

Next Steps

How to Go Beyond Aggregated Statistics?

- Many questions remain
 - ❑ What experiences or challenges are common among cities?
 - ❑ How do city experiences differ based on local conditions?
 - ❑ What needs are not being met, including deferred maintenance and capacity constraints?
 - ❑ What are the costs associated with environmental mitigation and accessibility requirements?
 - ❑ What existing local funding tools are helpful and which are not? Why?
 - ❑ What new tools would help cities achieve their goals?
- Case studies will address these questions and present representative stories

Identifying Case Studies

- Representation by
 - Location
 - City type
 - Rates of growth (positive and negative)
- Responsibility for
 - Bridges
 - Commute corridors
 - Freight corridors
 - State highways
- Experience with different funding tools



Thank you.

Questions and input?

Appendices

2018 Supplemental Transportation Budget, ESSB 6106, section 204

\$360,000 of the motor vehicle account—state appropriation, from the cities' statewide fuel tax distributions under RCW214668110(2), is for the joint transportation committee to conduct a study to assess the current state of city transportation funding, identify emerging issues, and recommend funding sources to meet current and future needs As part of the study, the joint transportation committee shall:

- Identify current city transportation funding responsibilities, sources, and gaps;
- Identify emerging issues that may add additional strain on city costs and funding capacity;
- Identify future city funding needs;
- Evaluate alternative sources of funding; and
- Recommend sources of funding to address those needs and gaps

In considering alternative sources of funding, the study shall evaluate sources available outside of the state of Washington that currently are not available in Washington

Staff Workgroup per ESSB 6106

In conducting the study, the joint transportation committee must consult with:

- (i) City representatives;
 - **City of Camas, Steve Wall**
 - **City of Olympia, Rich Hoey**
 - **City of Tacoma, Josh Diekmann**
- (ii) A representative from the department of transportation local programs division;
 - **Kathleen Davis**
- (iii) A representative from the transportation improvement board;
 - **Ashley Probart**
- (iv) A representative from the department of transportation/metropolitan planning organization/regional transportation planning organization coordinating committee; and
 - **Skagit Council of Governments and MPO/RTPO Coordinating Committee, Kevin Murphy**

(vi) Others as appropriate

- **Office of Financial Management, Alyssa Ball**
- **House Democratic Caucus, to be filled**
- **House Republican Caucus, Dana Quam**
- **House Transportation Committee, Mark Matteson**
- **Senate Democratic Caucus, Hannah McCarty**
- **Senate Republican Caucus, to be filled**
- **Senate Transportation Committee, Bryon Moore**

The association of Washington cities and the department of transportation shall provide technical support to the study

- **Association of Washington Cities, Logan Bahr and Andrew Pittelkau**

The joint transportation committee must issue a report of its findings and recommendations to the transportation committees of the legislature by June 30, 2019

- **Joint Transportation Committee Project Managers, Dave Catterson and Paul Neil**

Desired Future State Articulated by Staff Workgroup

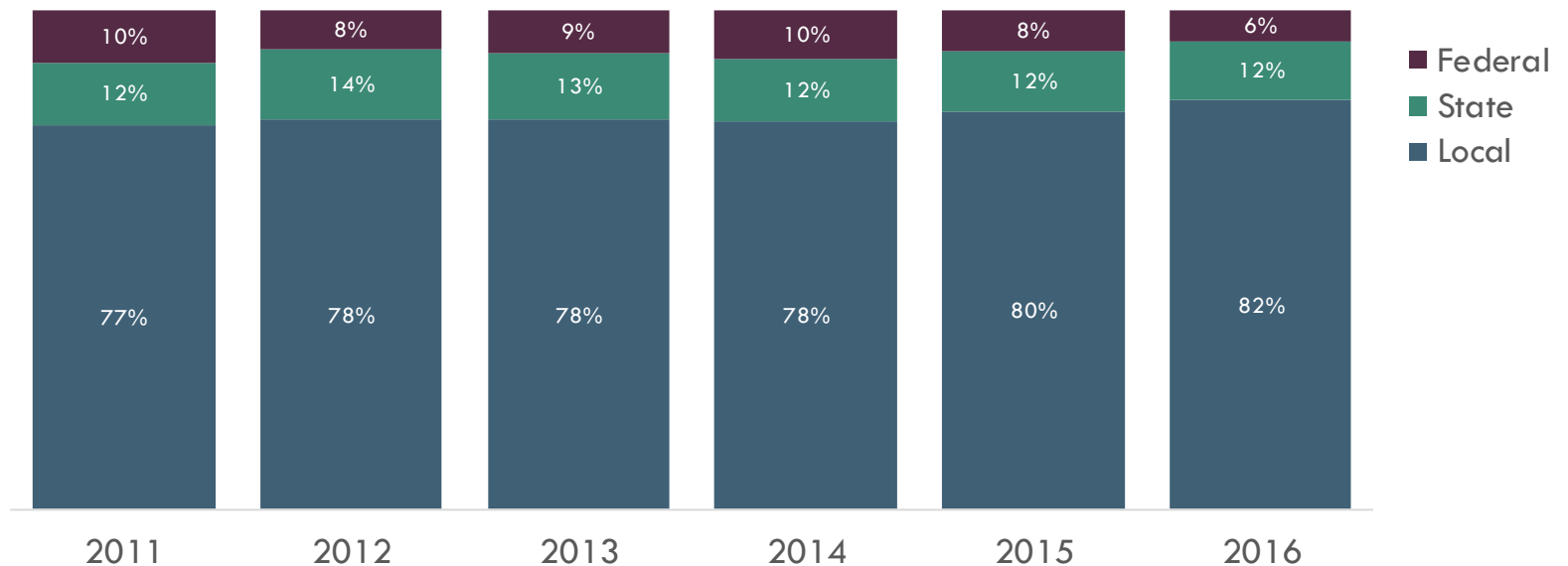
Our state's quality of life and economic prosperity is enabled by the ability of users to safely and efficiently travel anywhere in the state, regardless of mode City streets are built to plan and maintained to an acceptable standard system-wide, serving as an integrated part of Washington's transportation network

In achieving this desired future state, it is important to us that:

- Citizens and policy makers see the value in investing in transportation system maintenance
- Cities, counties, and the state coordinate their plans and investments, as well as their use of taxing capacity, to support the most efficient use of limited public resources
- Capital projects, preservation, and maintenance consider best value and life-cycle cost containment
- Capital projects can be built in a timely fashion to ensure orderly growth and meet community needs
- City funding options provide flexibility to match community-specific interests and priorities
- City funding options are at scale relative to the cost of service delivery and keep pace with cost changes over time
- The financial sustainability of cities is not undermined by investments in maintenance and construction and the street systems of economically disadvantaged communities are not left in poor condition or allowed to deteriorate for lack of local capacity
- The existing system and new capital investments avoid unnecessary environmental impacts and work safely and well for all, with superior ADA accessibility and options for users of different transportation modes

City Transportation Revenues Over Time

How are city transportation revenues changing over time?





City Transportation Overview

State highway maintenance responsibilities in cities

(Managed access highways*)

Cities under 27,500	City Responsibility - Operational (consistent with state laws) <ul style="list-style-type: none">✓ Street Illumination✓ Cleaning-streets, catch basins, snow plowing, etc.✓ Existing Stormwater facilities✓ Traffic and parking enforcement	State Responsibility – Structural Integrity <ul style="list-style-type: none">✓ Roadway surface and shoulders✓ Traffic Control Signals✓ Slope stability✓ State has snow plowing authority when necessary✓ Route markers, directional signs
Cities over 27,500	City Responsibility (consistent with state laws) <ul style="list-style-type: none">✓ <u>Same responsibilities as above, plus</u>✓ Slope stability✓ Traffic Control Signals	State Responsibility** <ul style="list-style-type: none">✓ Roadway surface and shoulders✓ State has snow plowing authority when necessary✓ Route markers, directional signs

*WSDOT performs all of the above maintenance activities on Limited Access Highways (I.e. I-5, I-90, I-405, I-82, etc.)

**State Highway Improvements are typically a partnership between cities and the state



CITY OF CAMAS
Memorandum

TO: Mayor and City Council

FROM: James Hodges, Project Manager

DATE: 01/29/2019

SUBJECT: Crown Road Booster Station Upgrade Project Summary

The Crown Road Booster Station is located at the northern intersection of NE Crown Road and NE Strong Road about 0.5 miles north of NE 3rd Avenue. The station is designed to move, or pump, drinking water from the well field and downtown area of Camas up to the area that serves the Hills at Round Lake and other neighboring developments. The station was constructed in 2009 as a condition of development for the Hills at Round Lake. After analyzing the City's water system over the last few months, staff believes it is prudent to increase our available water to serve the northwesterly portion of the City prior to this year's peak demand season (July and August). Staff's intent is to complete an upgrade to the Crown Road Booster Station to achieve this goal.

The Crown Road Booster Station was constructed with room for four (4) pumps with the expectation that it would have an ultimate capacity of 4,800 gallons per minute (GPM). Currently, the station is fitted with two pumps (#1 & #2) that will each pump up to 800 GPM (1,600 GPM total). In addition to serving the developments mentioned above, the booster station pumps water to the Gregg Reservoir located across from Camas High School, which can ultimately provide water to the northern half of Grass Valley, Lake Heights, Lake Pointe, Lacamas Shores, and other developments in the northwesterly portion of the City.

The current project proposes to install a third pump and motor assembly that will deliver up to an additional 1,600 GPM. Some of the components required to successfully complete the project have long lead times, including the pump, motor, and the Motor Control Center Panel, which is expected to be delivered four months after ordering. Staff would like to have this new pump operational no later than July 1st of this year. For this reason, upon approval of the project by the Camas City Council, staff is proposing to order these items immediately. Once all of the equipment and components are delivered, staff proposes to get quotes for the electrical and mechanical work required for a complete installation. Programming and integration of the new pump into our existing SCADA system will be performed by our integrator Stead & Associates.

Staff is requesting approval of the project up to the \$150,000 total budget amount as estimated below.

▪ Gray & Osborne – consultant services for drawings, modeling, start-up, etc	\$20,000	
▪ Mather & Sons, Inc. - 150 HP motor, 1,600 GPM pump, complete	\$36,000	
▪ Stead & Associates - Siemens MCC Panel - Motor Control Panel, complete	\$30,000	
▪ Stead & Associates – programming and integration of new pump to City’s SCADA	\$15,000	
▪ <u>Contract Electrical, Mechanical, and installation costs</u>	<u>\$34,000</u>	
	Subtotal-	\$135,000
	10% contingency	\$15,000
	<u>TOTAL</u>	<u>\$150,000</u>

The Crown Road Booster Station Upgrade Project was not anticipated during development of the 2019/2020 Budget. As such, Staff is proposing to move the necessary funds from the “343 Pressure Zone Transmission System” Project, which is included in the 2019 Budget, to complete the proposed Crown Road Booster Station upgrade. At this time, Staff believes there will still be sufficient funds in the Transmission System Project budget line item to complete the work anticipated in 2019.

Because of the total cost of the project and the piecemeal approach required to complete it in the timeframe desired, staff is providing this overall summary with a request that Council approve the attached Gray & Osborne consultant services agreement for the Project which has also been included on the February 4, 2019 Regular Meeting Consent Agenda. Staff is also requesting that Council authorize completion of the remainder of the project under the budget framework noted above allowing the Mayor or her designee to sign each of the programming invoices or equipment purchases noted above at the time that it's needed.

Public Works Staff are available to respond to any questions.





January 30, 2019

Mr. Jim Hodges
Engineering Project Manager
City of Camas
616 NE Fourth Avenue
Camas, Washington 98607

SUBJECT: PROPOSAL FOR ENGINEERING ASSISTANCE FOR CROWN ROAD
BOOSTER PUMP INSTALLATION
CITY OF CAMAS, CLARK COUNTY, WASHINGTON
G&O #20194.42

Dear Mr. Hodges:

Gray & Osborne is pleased to provide a scope of work and fee schedule for assistance to the City for the installation of a pump at the Crown Road Booster. Our scope of work is attached as Exhibit A while our estimate of hours and fees is attached as Exhibit B.

If this scope of work is acceptable to you, please sign the signature lines below.

Please contact me if you have any questions or desire further information.

Sincerely,

GRAY & OSBORNE, INC.

Russell Porter, P.E.

RLP/hh
Encl.



Mr. Jim Hodges
January 30, 2019
Page 2

CITY OF CAMAS – CROWN ROAD BOOSTER STATION EXPANSION

Gray & Osborne, Inc. is hereby authorized to proceed with the engineering services as noted herein and under the terms and conditions of our current On-Call Water and Wastewater Engineering Services Contract dated December 2, 2013, for a cost not to exceed \$22,000 as noted herein without further written direction and authorization of the City.

Name (Print)

Title

Signature

Date

EXHIBIT A

SCOPE OF WORK

CITY OF CAMAS CROWN ROAD BOOSTER STATION EXPANSION

This contract amendment is for professional engineering services to assist the City of Camas with the expansion of the Crown Road Booster. The booster station was constructed as a developer extension and the design included places for two additional pumps. The existing facility has two 75 hp pumps, each capable of 800 gpm. The two additional pumps were proposed at 1,600 gpm each with 150 hp motors. The pumps will be controlled with variable frequency drives (VFDs). This scope of work assumes the following:

The City of Camas will contract directly with Mather and Sons, the pump supplier, and S & B Stead and Associates, the integrator. The project may be prepared for public bidding for the electrical and mechanical components.

SCOPE OF WORK

Task 1 – Project Management and Oversight

Provide overall project management and oversight of the project work as follows:

- A. Ensure sufficient staff resources are dedicated to the project.
- B. Manage project budget and schedule.
- C. Prepare and provide monthly progress reports and invoices.

Task 2 – Review Predesign Report and Verify Pump Design Parameters

Ensure that the proposed pumps from the Predesign Report are correctly sized and appropriate for the application prior to the City purchasing them.

- A. Review Design Information.
- B. Compare proposed pump curve with system curve developed from on-site pump test data to verify the proposed pump is acceptable.
- C. Document findings of analysis and make a pump recommendation.
- D. Perform surge analysis.

Task 3 – Verify Electrical Capacity

Verify the existing electrical service and building electrical system are adequate for the proposed pump and the future proposed pump.

- A. Review construction drawings for the Crown Road Booster.
- B. Verify utility transformer capacity with the electrical utility.
- C. Verify the building electrical system.
- D. Provide electrical analysis to verify that the electrical system can provide power to the proposed pumps.
- E. Document findings of the electrical analysis.

Task 4 – Provide Drawings

Provide drawings and limited specifications to allow the City to solicit bids for a mechanical contractor for the pump and piping installation and for the City to solicit bids from an electrician to install the necessary conductors in the existing conduit between the motor controls center (MCC) location and the pump location. The drawings will be suitable for procuring and installing the mechanical equipment and installing the necessary electrical equipment via a small works roster process.

- A. Provide mechanical drawings for mechanical and electrical installation.

Task 5 – Provide Specifications

Provide technical specifications for piping and electrical equipment to allow the City to bid those portions of the project should the City choose to do so. The specifications will be provided in the standard 16-division CSI format. The City will provide its own front-end documents and assemble the bid package.

- A. Provide specification sections for the pumps, piping, and electrical installation.

Task 6 – Coordinate with S & B Stead and Associates

Coordinate with S & B Stead and Associates on their design and provision of the motor controls and connections to the City's SCADA system.

- A. Review S & B Stead and Associates design for the MCC modifications and the connections to the City's SCADA system.

Task 7 – Prepare WSDOH Submittal for Review and Approval

Prepare a submittal package for Washington State Department of Health (WSDOH) review and approval.

- A. Prepare a submittal package including a letter report with a project summary and design parameters and any design drawings to submit to WSDOH for review.
- B. Receive and address WSDOH comments to prepare a resubmittal, if necessary, for final approval.

Task 8 – Provide Office Support

Provide office support including answering RFIs and reviewing submittals.

- A. Answer RFIs and construction questions as they arise and as directed by City staff.
- B. Review submittals as directed by City staff. Provide documentation of the submittal review for City use.

Task 9 – Startup and Commissioning

Provide on-site attendance and support for startup and commissioning.

- A. Provide City staff with a startup protocol including system startup checklists.
- B. Attend startup and commissioning and provide on-site pressure, flow, and amperage testing to verify that each pump is operating correctly within the specifications and manufacturer's submittal information.
- C. Provide documentation of the startup and pump test for the City's records.

Task 10 – Record Drawings

Prepare record drawings for City recordkeeping.

- A. Prepare final record drawings from project drawings incorporating City inspection comments.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Camas - Crown Road Booster Station Expansion

Tasks	Project Manager Hours	Civil Engineer Hours	Electrical Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Project Management and Oversight	4			
2 Review Predesign Report and Verify Pump Design Parameters	2	20		
3 Verify Electrical Capacity			8	
4 Provide Drawings	2	8	8	16
5 Provide Specifications	4	12	12	
6 Coordinate with S & B Stead and Associates	2	2	6	
7 Prepare WSDOH Submittal for Review and Approval	2	4		
8 Provide Office Support	2	4	2	
9 Startup and Commissioning	8	8	8	
10 Record Drawings	1	4		4
Hour Estimate:	27	62	44	20
Fully Burdened Billing Rate Range:*	\$119 to \$190	\$103 to \$129	\$113 to \$190	\$48 to \$126
Estimated Fully Burdened Billing Rate:*	\$177	\$126	\$160	\$95
Fully Burdened Labor Cost:	\$4,779	\$7,812	\$7,040	\$1,900

Total Fully Burdened Labor Cost: \$ 21,531

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate) \$ 469

TOTAL ESTIMATED COST: \$ 22,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



Staff Report

February 4, 2019 City Council Workshop

Facilities Operations Specialist Salary Scale

Staff Contact	Phone	Email
Steve Wall, Public Works Director	360.817.7899	swall@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: The Facilities Operations Specialist position within Public Works has been vacant since June 2018. Due to the complexities and uncertainties surrounding negotiations of the Collective Bargaining Agreement (CBA) with AFSCME, Staff has waited to fill the position until the CBA was finalized. During negotiations, it was agreed to use the current Job Descriptions at the time to negotiate the salary scales. Since negotiations, City staff have made changes to the Job Description that both AFSCME and management staff believe warrant an increase in the salary scale.

The position is important as it services all departments within the City. The City has a significant existing building inventory and has recently added the Bank of America Building and is in the process of adding two new properties in the North Shore that will add to our facilities maintenance workload. Because of the significant inventory and variety of work that goes with it, staff believes the City needs someone that has "journeyman" level skills (e.g. equivalent to licensure in one of the major trades; electrical, plumbing, carpentry, or HVAC) and the necessary experience to be able to oversee multiple contracts with the various vendors required to complete the work. Staff and AFSCME have reviewed the attached Job Description and 2019 Wages and recommend the Facilities Operations Specialist Salary be increased to the equivalent of the "Mechanic", "WWTP Operator", and "Sewer Maintenance Worker" with a range of \$5,385 to \$6,430 for 2019.

As this position has been vacant for some time, to keep the process moving Staff would request Council's concurrence to post the position internally following the February 4th Workshop. Under that scenario, Staff would place a resolution on the February 18th Regular Council Meeting Agenda for Council's final consideration. The position would not be offered to anyone until such time that Council formally approves the resolution.

BUDGET IMPACT: There is a \$311 per month difference between the existing 2019 Salary of \$5,074 (Step 1) and the proposed monthly salary of \$5,385 (Step 1). This equates to a total annual budget impact of \$3,732. There will be savings in the Salary budget in 2019 due to the position being vacant for the first part of the year that will more than cover the difference. However, there will need to be an adjustment to the Salary line item in the 2020 Budget to cover the proposed increase.

RECOMMENDATION/RECOMMENDED ACTION/ACTION REQUESTED: This item will be placed on the February 18, 2019 Regular Meeting Agenda for Council's consideration.

FACILITIES OPERATIONS SPECIALIST

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

JOB OBJECTIVES

Under direction of the Public Works Operations Supervisor, to lead, oversee and participate in a range of duties related to the maintenance of City facilities including but not limited to buildings and building sites. Completes technical tradesman work, assist in planning, contractor selection, contract oversight, scheduling and completing special projects related to the City's facilities. Perform a variety of technical tasks relative to assigned areas of responsibility.

ESSENTIAL FUNCTION STATEMENTS

The following tasks are typical for positions in this classification. Any single position may not perform all of these tasks and/or may perform similar related tasks not listed here:

Performs skilled work using standardized practices in electrical, carpentry, HVAC (heating ventilations and air conditioning), plumbing and locksmithing.

Defines, develops and performs preventive maintenance programs for all specialty area equipment and systems within City buildings.

Lead, plan, train, review, and participate in the work of staff responsible for the maintenance, repair, and construction of City facilities.

Plan, direct and participate in scheduling, coordinating and assigning various maintenance, construction and repair projects.

Train assigned employees in their areas of work including proper maintenance, construction, and repair methods, procedures and techniques.

Interpret plans/blue prints and specifications in order to layout projects and verify projects by others are completed as specified.

Assists in designs and modifies relevant components of remodel projects within City facilities.

Inspect City facilities to prepare recommended maintenance and repair duties.

Perform heavy manual labor required to complete tasks assigned.

Ensure adherence to safe work practices and procedures.

Select contractors, utilize standard agreements or contracts, and monitor facility contracts for compliance including but not limited to Janitorial, Pest control, HVAC, Lighting, Safety mats, Elevator inspection, Fire system monitoring, Fire system annual testing, Fire extinguisher annual inspection, and annual boiler inspection.

Monitor warranty items.

Inspect buildings and other City facilities for damage and safety hazards, prepares work orders and makes general repairs including furniture, restrooms, painting, doors, window and light fixtures and graffiti removal. Schedule, coordinate and evaluate work performed by Contractors.

Maintain records of maintenance and repair activity.

Help prepare short and long term facilities goals, maintenance programs, capital improvement projects, operational plans and schedules.

Help develop and oversee departmental budget.

Coordinate work with other departments and facility owners.

Work with Building department, Labor & Industries, and other agencies on required permitting, and building evaluations.

AUXILIARY FUNCTION STATEMENTS

Respond to public inquiries in a courteous manner; provide information within the area of assignment; resolve complaints in an efficient and timely manner.

Follow all safety rules and procedures established for work area.

Perform related duties and responsibilities as required.

Assist other Public Works divisions as assigned by Public Works Operations Supervisor.

QUALIFICATIONS

Knowledge of:

Equipment, materials and supplies used in facility maintenance.

Building codes.

Electrical and mechanical systems.

Operations, services and activities of the maintenance program to which assigned.

Operational characteristics of construction and maintenance equipment and tools.

Occupational hazards and standard safety practices.

Pertinent Federal, State and local laws, codes and regulations.

Basic computer skills and common program usage.

Principles and practices of record keeping.

Ability to:

Work independently and perform the most difficult maintenance, repair and construction duties.

Schedule, organize, review the work of staff and participate in various maintenance and construction projects.

Interpret, explain and enforce Department policies and procedures.

Operate a variety of construction and maintenance tools and equipment in a safe and effective manner.

Perform heavy manual labor.

Read and interpret plans and specifications.

Understand and follow oral and written instructions.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Efficiently use Microsoft Word, Excel, Outlook and other common programs.

Education and Experience Guidelines

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to the completion of the twelfth grade supplemented by specialized training in facility maintenance or construction field.

8 hours of leadership training (or ability to achieve within 6 months of the date of hire).

Experience:

Three years of increasingly responsible experience in facility maintenance or construction.

Experience and training equivalent at the amounts required for a Journeyman or Washington State license in at least one of the following trade areas: electrical, carpentry, HVAC or plumbing

License or Certificate

Possession of First Aid and CPR certification or ability to obtain within six months.

Possession of a valid driver's license.

Possession of a valid flagging card or ability to obtain within six months.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Field environment; travel from site to site; exposure to noise, dust, grease, smoke, fumes, gases, inclement weather conditions, potentially hazardous chemicals.

Mobility: Heavy, moderate and light lifting; walking, standing, bending or sitting for prolonged periods of time; climbing ladders, stooping, crawling and working in confined areas, operating motorized equipment and vehicles; performing heavy manual labor lifting equipment and materials.

Vision: Visual acuity to operate vehicles and equipment.

Other Factors: Incumbents may be required to work extended hours including evenings and weekends. Incumbents may be required to travel outside City boundaries to attend meetings.

2019 wages – 2% COLA

Position							
	1	2	3	4	5	6	7
Custodial Aide	12.15	12.50	12.88	13.27	13.67	14.07	14.49
Facilities Operations Specialist	5074	5228	5385	5546	5714	5884	6061
Grounds Worker I	4251	4380	4510	4646	4782	4928	5074
Grounds Worker II	4646	4782	4928	5074	5228	5385	5546
Lead Grounds Worker	5546	5714	5884	6061	6243	6430	6622
Lead Maintenance Worker	5546	5714	5884	6061	6243	6430	6622
Lead Mechanic	5884	6061	6243	6430	6622	6823	7027
Lead Sanitation Worker	5385	5546	5714	5884	6061	6243	6430
Lead Utility Maintenance Worker	5546	5714	5884	6061	6243	6430	6622
Lead WW Treatment Plant Operator	5884	6061	6243	6430	6622	6823	7027
Mechanic	5385	5546	5714	5884	6061	6243	6430
Maintenance Worker I	4251	4380	4510	4646	4782	4928	5074
Maintenance Worker II	4646	4782	4928	5074	5228	5385	5546
Sanitation Worker	4646	4782	4928	5074	5228	5385	5546
Senior Grounds Worker	5074	5228	5385	5546	5714	5884	6061
Senior Maintenance Worker	5074	5228	5385	5546	5714	5884	6061
Senior Utility Maintenance Worker	5074	5228	5385	5546	5714	5884	6061
Sewer Maintenance Worker	5385	5546	5714	5884	6061	6243	6430
Utility Maintenance Worker I	4251	4380	4510	4646	4782	4928	5074
Utility Maintenance Worker II	4646	4782	4928	5074	5228	5385	5546
Water Supply Operator	5546	5714	5884	6061	6243	6430	6622
WW Treatment Plant Operator	5385	5546	5714	5884	6061	6243	6430

RESOLUTION NO. _____

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

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

I

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

II

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

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

Exhibit A

Position							
	1	2	3	4	5	6	7
Facilities Operations Specialist	5385	5546	5714	5884	6061	6243	6430

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF CAMAS, a municipal corporation

By: Shannon Turk

Title: Mayor, City of Camas

Attest:

Camas City Clerk

Approved as to form:

Shawn R. MacPherson, City Attorney

CITY OF WASHOUGAL, a municipal corporation

By: David Scott

Title: City Manager, City of Washougal

Attest:

Washougal City Clerk

Approved as to form:

Kenneth Woodrich, City Attorney

DRAFT