



CITY COUNCIL REGULAR MEETING AGENDA

Monday, July 18, 2016, 7:00 PM

City Municipal Center, 616 NE 4th Avenue

NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. Approve the minutes of the July 5, 2016 Camas City Council Meeting and the Workshop minutes of July 5, 2016.

 [July 5, 2016 Camas City Council Workshop Meeting Minutes - Draft](#)

[July 5, 2016 Camas City Council Regular Meeting Minutes - Draft](#)

- B. Approve the claim checks as approved by the Finance Committee.
- C. Authorize the write-off of the June 2016 Emergency Medical Services (EMS) billings in the amount of \$88,654.65. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (Submitted by Pam O'Brien)
- D. Authorize the Mayor to sign the Community Development Block Grant (CDBG) Contract with Clark County for the receipt of \$250,000 for the Franklin North Neighborhood Improvements Project. This project is fully funded in the 2016 capital budget by this grant and proceeds from the water, sewer and street funds. The project limits are NE Franklin Street from NE 19th Avenue to NE 22nd Avenue. Improvements include replacement of the sewer main, and sewer and water services; curb ramp installation; and roadway rehabilitation. (Submitted by James Carothers)

 [Franklin North Neighborhood Improvements Grant Contract](#)

- E. Accept the North Hills Subdivision Improvements as complete and approve Park Impact Fee credits in the amount of \$21,986.80 and Transportation Impact Fee credits in the amount of \$165,141.00. (Submitted by James Carothers)

 [North Hills Parks Impact Fee Credits](#)

[North Hills Transportation Impact Fee Credits](#)


[North Hills Final Acceptance from Staff](#)

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.



VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

- A. Announcements
- B. Mayor's Volunteer Spirit Award
 -  [July Award - Sean Vergillo](#)
- C. Recognition of 5-Year Anniversary for Shannon Turk, Camas City Council Member
 - Details: Shannon Turk will celebrate 5 years of service with the City of Camas on July 25, 2016.
 - Presenter: Scott Higgins, Mayor

VIII. MEETING ITEMS

- A. Resolution No. 16-012 Creating a New Position Description Titled Recreation Facilities Coordinator
 - Details: This resolution will create a new position and salary scale for a Recreation Facilities Coordinator, which will replace the Administrative Support Assistant II position within the Parks and Recreation Department. This topic was an agenda item at the July 5, 2016, workshop.
 - Presenter: Jennifer Gorsuch, Administrative Services Director
 - Recommended Action: Staff recommends Council move to adopt Resolution No. 16-012.
 -  [Resolution No. 16-012](#)
 - [Exhibit A - Recreation Facilities Coordinator](#)
- B. Resolution No. 16-013 Adopting the Elimination of the 2-Hour Time Limit for Certain Parking Spaces on NE 3rd Avenue, NE Birch Street, and NE Cedar Street
 - Details: On May 10, 2016, the Parking Advisory Committee recommended removal of the 2-hour parking restrictions on certain parking spaces in the downtown core. This recommendation included all spaces on the south side of NE 3rd Avenue between NE Birch Street and NE Dallas Street; the spaces south of NE 3rd Avenue on the east side of NE Birch Street; and the four northernmost spaces on the east side of NE Cedar Street between NE 2nd Avenue and NE 3rd Avenue. This resolution designates an unrestricted time limit for parking in these areas. The long standing and current unrestricted time limit is 72 hours.
 - Presenter: James Carothers, Engineering Manager
 - Recommended Action: Staff recommends Council move to adopt Resolution No. 16-013.
 -  [Resolution No. 16-013 NE 3rd, Birch & Cedar Parking Time Limit](#)
 - [Parking Limit Changes Map](#)

C. Ordinance 16-013 Amending Ordinance No 2706

Details: This ordinance extends the City's Limited Tax General Obligation Bond (LTGO) Anticipation Note 2014 for two more years to 2018. This note will continue a not to exceed limit of \$7,000,000 and will be purchased by Bank of America for reduced interest rates and fees.

Presenter: Cathy Huber Nickerson, Finance Director

Recommended Action: Staff recommends Council move to adopt Ordinance No. 16-013 and publish according to law.

 [Ordinance No. 16-013](#)

IX. PUBLIC COMMENTS

X. ADJOURNMENT

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT

Tuesday, July 5, 2016, 4:30 PM

City Municipal Center, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. ROLL CALL

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

Excused: Tim Hazen

Staff: Phil Bourquin, Pete Capell, James Carothers, Cathy Huber Nickerson, Mitch Lackey, Heather Rowley, Steve Wall and Alicia Pacheco (intern)

Press: No one from the press was present.

III. PUBLIC COMMENTS

No one from the public wished to speak.

IV. SPECIAL PRESENTATION

Recognition of 25-Year Anniversary for Wes Heigh, Project Manager

Details: Wes Heigh celebrated 25 years of employment with the City of Camas on June 3, 2016.

Presenter: Steve Wall, Public Works Director

Wall shared about Wes' involvement and contributions to projects within the City. Wall thanked him for his 25 years of service.

V. WORKSHOP TOPICS

A. City of Camas 2017-2022 Revenue Forecast

Details: This presentation included the context for the 2017-2018 biennial budget. Staff presented the assumptions and the revenue projections, which the recommended budget will be based upon.

Presenter: Cathy Huber Nickerson, Finance Director

 [2017-2022 Revenue Forecast](#)

Huber Nickerson summarized the presentation, Bourquin commented about the commercial growth projections and discussion ensued.

B. Community Development Miscellaneous and Updates

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

Presenter: Phil Bourquin, Community Development Director

Bourquin commented about public hearings. He reminded Council it is recommended for public comments, or concerns pertaining to a public hearing, to be routed to Planning Department staff for proper handling.

C. Downtown Parking Time Limit Revisions on NE 3rd Avenue, NE Birch and NE Cedar Streets

Details: On May 10, 2016, the Parking Advisory Committee recommended removal of the 2-hour parking restrictions on certain parking spaces in the downtown core. This recommendation included all spaces on the south side of NE 3rd Avenue between NE Birch Street and NE Dallas Street; the spaces south of NE 3rd Avenue on the east side of NE Birch Street; and the four northernmost spaces on the east side of NE Cedar Street between NE 2nd Avenue and NE 3rd Avenue. Attached is a map depicting the subject areas. Staff notes that there are actually currently 5 parking spaces on the south side of NE 3rd Avenue between NE Cedar Street and NE Dallas Street.

Presenter: James Carothers, Engineering Manager

 [Recommended Parking Limit Revisions Map](#)

A resolution will be placed on the July 18, 2016 Regular Meeting Agenda for Council's consideration.

D. Franklin Neighborhood Improvements North Grant Contract

Details: This contract with Clark County provides the terms by which the City will receive \$250,000 in federal Community Development Block Grant (CDBG) funding for the Franklin Neighborhood Improvements North. This project is fully funded in the 2016 capital budget by this grant and proceeds from the water, sewer and street funds. The project limits are NE Franklin Street from NE 19th Avenue to NE 22nd Avenue. Improvements include replacement of the sewer main and sewer and water services, curb ramp installation and roadway rehabilitation.

Presenter: James Carothers, Engineering Manager

 [Franklin Neighborhood Improvements North Grant Contract](#)

This item will be placed on the July 18, 2016 Consent Agenda for Council's consideration.

E. Memorandum of Understanding (MOU) between Sharp, Camas School District and the City of Camas Regarding Transportation Improvements

Details: Sharp Electronics Corporation (Sharp), Camas School District (CSD) and the City have worked together to jointly plan and provide for transportation improvements that will increase safety and reduce congestion in the vicinity of

Sharp's existing land and facilities bordered by NW 18th Avenue, Payne Road and Pacific Rim Boulevard. The attached MOU supports the ongoing purchase and sale negotiations between Sharp and the CSD regarding parcels currently owned by Sharp, including the existing westerly Sharp building. The transportation improvements identified in the MOU include completion of a new traffic signal at the Payne Road and Pacific Rim Boulevard intersection, closure of the existing "Sharp Drive", a new Sharp Drive access to Payne Road at the existing Lacey Way intersection, and a new access for Sharp onto NW 18th Avenue to be located just east of NW Whitman Street. Staff will review the details of the MOU with Council at the Workshop and provide Sharp and CSD representatives an opportunity to address Council.

Presenter: Steve Wall, Public Works Director

 [Sharp-Camas School District-City MOU
Transportation Improvements](#)

Wall summarized the presentation and discussion ensued. Randy Printz, legal representative for Sharp, and Heidi Rosenberg, Director of Capital Programs at Camas School District, responded to questions from Council. This item was also placed on the July 5, 2016 Regular Meeting Agenda for Council's consideration.

F. Public Works Miscellaneous and Updates

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

Presenter: Steve Wall, Public Works Director

Wall informed Council that the Americans with Disabilities Act (ADA) Transition Plan draft is available for review on the City's website and open for comment until September 30, 2016. Once finalized, the ADA Transition Plan will be placed on a future agenda for Council's consideration.

G. Parks and Recreation Department Position Description Revision

Details: The Administrative Support Assistant II position within the Parks and Recreation department is being revised to meet the changing needs of the department. The position will be changed to a Recreation Facilities Coordinator. This change in position was worked through with the Camas Public Employees' Association (CPEA) as part of a settlement agreement.

Presenter: Pete Capell, City Administrator

 [Memorandum to Council
Recreation Facilities Coordinator](#)

A resolution will be placed on the July 18, 2016 Regular Meeting Agenda for Council's consideration.

- H. City Administrator Miscellaneous Updates and Scheduling
Details: This is a placeholder for miscellaneous or scheduling items.
Presenter: Pete Capell, City Administrator

Capell provided an update about the Springbrook software upgrade.

Capell reported that the Downtown Camas Association's (DCA) Camas Car Show has been rescheduled to August 6, 2016.

Capell informed Council that the International Association of Fire Fighters (IAFF) Local 2444 rejected a proposal that would enable the City to provide administrative and management support to East County Fire and Rescue (ECFR). Capell will update Council periodically regarding any continuing developments of this item.

VI. COUNCIL COMMENTS AND REPORTS

Hogan thanked City staff for being flexible with the rescheduling of the Downtown Camas Association's (DCA) Camas Car Show.

Hogan commented about the parking in downtown Camas and suggested that fees not be imposed for alternative transportation service providers.

Anderson attended a C-TRAN meeting last Wednesday and provided a brief overview; he stated that he will be attending the next C-TRAN meeting in early August.

Anderson will be attending the Administrative Committee meeting next Monday.

Carter attended the Almar Tools ground breaking and the ribbon cutting for Pippilottas Consignment last week.

Smith toured the Slow Sand Water Treatment Plant with Steve Wall.

Turk stated she enjoyed her time serving as Mayor Pro Tem.

VII. PUBLIC COMMENTS

Randy Printz commented about the Memorandum of Understanding (MOU) between Sharp, Camas School District and the City of Camas.

VIII. ADJOURNMENT

The meeting adjourned at 5:54 p.m.

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT

Tuesday, July 5, 2016, 7:00 PM

City Municipal Center, 616 NE 4th Avenue

I. CALL TO ORDER

Mayor Pro Tem Turk called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Excused: Tim Hazen

Staff: Pete Capell, Cathy Huber Nickerson, Shawn MacPherson, Heather Rowley, Steve Wall and Alicia Pacheco (intern)

Press: No one from the press was present.

IV. PUBLIC COMMENTS

Adam Brice, 26305 NE 10th Street, Camas, commented about the City and East County Fire and Rescue (ECFR) proposal.

V. CONSENT AGENDA

- A. Approved the minutes of the June 20, 2016 Camas City Council Meeting.

 [June 20, 2016 Camas City Council Regular Meeting Minutes - Draft](#)

- B. Approved claim checks numbered 130039-130163 in the amount of \$256,001.40.

- C. Authorized the write-off of an unpaid final utility bill in the amount of \$43.80. This amount represents outstanding water, sewer, garbage, recycling and storm water charges that are left unpaid by a previous property owner. (Submitted by Pam O'Brien)

- D. Authorized the City Administrator to sign the North Shore Sewer Memorandum of Understanding (MOU) with Clark County for permitting and licensing of the North Shore Sewer Transmission System. (Submitted by Sam Adams)

 [North Shore Sewer Memorandum of Understanding \(MOU\)](#)

- E. Rejected all bids for the 2016 Hot Mix Asphalt Citywide Grind, Overlay & Repairs "REBID" Project. Bids exceeded available funds allocated to the grind and overlay portion of the City's 2016 Pavement Preservation Budget. Remaining budget will be applied to the City's 2017 Preservation Budget. (Submitted by Denis Ryan)

 [2016 Pavement Preservation "REBID" Bid Tabulation](#)

- F. Awarded the Franklin Street Neighborhood Improvements North project to Haag and Shaw, Inc. in the amount of \$375,782.02 and authorized administrative execution of change orders up to 10 percent of the total bid. This project is fully funded by a federal Community Development Block Grant (CDBG) and City water, sewer and street funds. \$600,000 was budgeted for this project in the 2016 budget. (Submitted by James Carothers)

 [Franklin Neighborhood Improvements North Bids](#)

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

VI. NON-AGENDA ITEMS

- A. Staff

There were no comments from staff.

- B. Council

Hogan stated that the Downtown Camas Association's (DCA) Camas Car Show has been rescheduled to August 6, 2016, due to inclement weather.

VII. MAYOR

- A. Announcements


Mayor Pro Tem Turk commented about the Camas-Washougal Chamber of Commerce Camas Days Parade on July 23, 2016.

VIII. MEETING ITEMS

- A. Memorandum of Understanding (MOU) between Sharp, Camas School District and the City of Camas Regarding Transportation Improvements
Details: Sharp Electronics Corporation (Sharp), Camas School District (CSD) and the City have worked together to jointly plan and provide for transportation improvements that will increase safety and reduce congestion in the vicinity of Sharp's existing land and facilities bordered by NW 18th Avenue, Payne Road and Pacific Rim Boulevard. The attached MOU supports the ongoing purchase and sale negotiations between Sharp and the CSD regarding parcels currently owned by Sharp, including the existing westerly Sharp building. The transportation improvements identified in the MOU include completion of a new

traffic signal at the Payne Road and Pacific Rim Boulevard intersection, closure of the existing "Sharp Drive", a new Sharp Drive access to Payne Road at the existing Lacey Way intersection and a new access for Sharp onto NW 18th Avenue to be located just east of NW Whitman Street. Staff reviewed the terms of the MOU with Council at the July 5, 2016 Council Workshop.

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

 [Sharp-Camas School District-City MOU
Transportation Improvements](#)

It was moved by Council Member Anderson, seconded by Council Member Hogan, to authorize the Mayor or designee to sign the Memorandum of Understanding with Sharp and the Camas School District. The motion carried unanimously.

IX. PUBLIC COMMENTS

No one from the public wished to speak.

X. ADJOURNMENT

The meeting adjourned at 7:07 p.m.

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.

CONTRACT# 2016-CDBG-1602

between

CLARK COUNTY, Department of Community Services

P.O. Box 5000, Vancouver, WA 98666

and

CITY OF CAMAS

616 NE Fourth Ave, Camas, WA 98607

Program/Services Being Funded: Franklin North Neighborhood
Contract Period: July 1, 2016 through December 31, 2016
Budget Authority: \$250,000 - Funding is subject to Clark County's receipt of federal funds
Funding Source: Fund 1939 - Community Development Block Grant
DUNS Number: 103021895
CFDA Number: 14.218

Contractor Program Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Jim Hodges 360-817-7234 jhodges@cityofcamas.us	Cathy Huber Nickerson 360-834-2462 chuber@cityofcamas.us	Rebecca Royce 360-397-2075 x 7863 rebecca.royce@clark.wa.gov	Rhonda Hills 360-397-2075 x 7836 rhonda.hills@clark.wa.gov

Clark County, hereinafter referred to as the "County," and City of Camas, hereinafter referred to as the "Contractor," agree to the terms and conditions of the County's Basic Interagency Agreement and this Contract by signing below:

FOR CLARK COUNTY:

FOR CITY OF CAMAS:

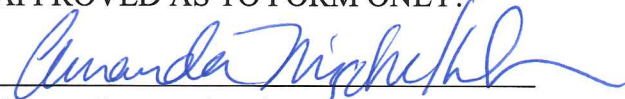
Mark McCauley, County Manager

Scott Higgins, Mayor

Date

Date

APPROVED AS TO FORM ONLY:


Deputy Prosecuting Attorney

BUDGET SUMMARY
CONTRACT #2016-CDBG-1602

<u>Source</u>	<u>Fund Amount</u>
A. Clark County CDBG Reprogrammed	\$40,000
B. Clark County CDBG Entitlement*	\$210,000
C. City of Camas	\$215,000
D. Sponsor contribution	\$45,000

Itemized Cost	Total Cost	A	B*	C	D
1. Construction	\$465,000	\$40,000	\$210,000	\$215,000	\$0
2. Engineer/Architect	\$45,000	\$0	\$0	\$0	\$45,000
PROJECT TOTALS	\$510,000	\$40,000	\$210,000	\$215,000	\$45,000

Match is 51.0% (\$260,000 / \$510,000)

- * The Clark County CDBG Entitlement funds are a pre-award for this reimbursement project. This allows the City of Camas to obligate CDBG funds after May 15, 2016, and before the grant agreement is executed between HUD and Clark County. Work can begin after May 15, but all CDBG regulations must be followed, including Davis-Bacon Act regulations. Once Clark County has executed the grant agreement with the U.S. Department of Housing and Urban Development, eligible costs can be reimbursed.

**STATEMENT OF WORK
CITY OF CAMAS
FRANKLIN NORTH NEIGHBORHOOD**

1. PROJECT DESCRIPTION

This project consists of upgrading the water and sewer systems on NE Franklin Street between 19th and 22nd Avenues in Camas, WA. The City of Camas Sewer Utility will pay for the replacement of 660 lineal feet of new 8 inch sewer main and approximately 13 new 6 inch sewer laterals. The City of Camas Water Utility will pay for the installation of new copper water services to each residence, new water boxes and upgraded water meters. Two fire hydrants will also be evaluated and replaced with these funds if they do not meet current standards.

CDBG funds will be used to remove the existing dilapidated asphaltic roadway and underlying material and install new underlying material and 3 inch asphaltic roadway. CDBG funds will also pay for new ADA ramps as needed in the project area, along with sidewalks and driveways where installation of new water and sewer service will impact exiting facilities.

In consideration of the benefits to be derived from this Contract, the County agrees to provide CDBG funds to the Contractor for the project described herein, in the Contractor's proposal, and according to the project budget and terms in this Contract. The Contractor shall follow the procedures contained in the current edition of the Clark County CDBG Procedures Manual. In the event the Contractor fails to follow these procedures, the County may treat such as a breach of this Contract.

2. CONTRACT PERIOD

- 2.1. Subject to its other provisions, the contract period is shown on the face sheet of this Contract. Services must be provided and billable costs incurred within the contract period.
- 2.2. The Contractor shall have an additional 30 days following the expiration of the contract to submit reports and to complete non-billable end-of-contract activities.

3. FUNDING ELIGIBILITY

This project qualifies for CDBG funding under 24 C.F.R. § 570.201(c) Public Facilities and Improvements, under the Low/Mod Income Area National Objective. The project is located in census tract 414, block group 1, which is 54.05 percent low-income.

4. BUDGET

- 4.1. The County will provide the Contractor with funds in an amount not to exceed the amount shown on the Budget Summary for purposes of completing the project described above. The use of these funds shall be expressly limited to the activities

described in this Contract. The Contractor shall draw down County CDBG funds in proportion to other project funding.

- 4.2. The Contractor will apply the funds received from the County under this contract in accordance with the Budget Summary and the Statement of Work.

5. PAYMENT PROVISIONS

- 5.1. The County will pay the Contractor on a cost reimbursement basis. The Contractor shall submit an invoice on a County-provided form, including a quarterly summary of program progress and accomplishments, and other required documentation. The invoice shall include the following:

- 5.1.1. A summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail. However, the Statement of Work contains details of the specific billable items for this Contract and some of the requirements below may not apply.

- 5.1.1.1. For direct costs, detail will include:

- 5.1.1.1.1. Salaries and benefits: name or employee ID number, salary/benefits paid, and dates;

- 5.1.1.1.2. Other direct costs: vendor names, dates of service and amount.

- 5.1.1.2. For allocated costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and approval by the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be in writing and copied to both the Contractor and the contract file. The Contractor will submit one of the following documents to meet this requirement:

- 5.1.1.2.1. Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or;

- 5.1.1.2.2. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.

- 5.1.1.3. No administration costs are allowed under this Contract.

- 5.1.2. For services that are also funded by a third party, the Contractor shall provide a detailed cost itemization by cost center and funding source.

Detail shall identify which service or work was funded by the County and by other parties.

- 5.2. Match Requirements. When approximately 50 percent of the CDBG funds have been expended and with each voucher thereafter, the Contractor shall document total match expenditures in proportion to the amount requested. At the conclusion of the project, match shall be equal to or greater than the amount shown on the Budget Summary. The required match may be cash or in kind.
- 5.3. Payment Provisions for Construction Projects where Federal Labor Standards Apply, and Change Orders. For construction projects subject to Federal Labor Standards Provisions (Davis-Bacon), the County shall reserve the final 10% of grant funds budgeted on the construction line item (as specified in the Budget Summary) pending the County's receipt of a complete and correct set of certified payrolls from project contractor(s). The final billing for retainage shall include copies of all executed change orders and the final project cost.
- 5.4. The Contractor agrees to allow the County to make adjustments to the individual budget lines of this Contract when necessary and in the interests of both parties, provided the total contract amount remains unchanged.

**PROJECT SCHEDULE
CITY OF CAMAS
FRANKLIN NORTH NEIGHBORHOOD**

ACTIVITY	COMPLETION DATE
Engineering/Design and bid document preparation	June 2016
Bid invitation and contractor selection	July 2016
Construction	November 2016
Project close out	December 2016

1. The Contractor shall meet the completion dates listed in the Project Schedule table above unless modified by the County in writing.
2. The Contractor agrees to allow the County to extend the Project Schedule when necessary and in the interests of both parties. The Contractor grants the County the right to unilaterally extend, in writing, the Project Schedule and Contract Period without the signature of the Contractor.

SPECIAL TERMS AND CONDITIONS COMMUNITY DEVELOPMENT BLOCK GRANT

The County is an urban county applicant for block grant funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and receives block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations published by the U.S. Department of Housing and Urban Development (HUD) at 24 C.F.R. Part 570. The County and various cities within Clark County have agreed to cooperate in the undertaking of essential community development and housing assistance activities, and the County desires to have services performed by the Contractor as described within this Contract and the Contractor's proposal for the purpose of implementing eligible activities under the Act and HUD regulations.

1. ACCESS, MONITORING AND INSPECTIONS

In addition to the monitoring requirements in the County Basic Interagency Agreement, and so that the County can comply with state and federal grant requirements for monitoring, the County, and duly authorized officials of the State and Federal government, shall have the right of access to and the right to examine or transcribe any records, books, financial statements, papers and documents relating to the project. The records and documents with respect to all matters covered by this Contract will be subject at all times to inspection, review or audit by the County, Federal or State officials so authorized by law during the performance of this Contract and during the period of retention specified in these Special Terms and Conditions. This may include contracts and agreements the Contractor has with other entities in fulfillment of this Contract.

2. ACCESSIBILITY

All work must conform to the International Code Council/American National Standards Institute A117.1-2003 Accessible and Usable Buildings and Facilities (Federal Register October 24, 2008 Page 63610 or 24 C.F.R. Part 100).

3. ACQUISITION AND RELOCATION

3.1. Any acquisition of real property for any activity assisted under this Contract which occurs on or after the date of the Contractor's submission of its CDBG application to the County will comply with Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (42 USC, Sections 4601 - 4655) and the regulations at 24 C.F.R. 42, as provided in 24 C.F.R. 570.606.

3.2. Any acquisition, demolition, or conversion to another use of real property assisted under this Contract shall comply with Section 104(d) of the Housing and Community Development Act of 1974 which requires the one-for-one replacement of all occupied or vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than low/moderate-income dwelling units.

- 3.3. Any displacement of persons, businesses, non-profit organizations or farms occurring on or after the date of the Contractor's submission of its CDBG application as the result of acquisition of real property assisted under this Contract will comply with Title II of the Uniform Act and the regulations at 24 C.F.R. 42. The Contractor will comply with the regulations pertaining to costs of relocation and written policies, as specified by 24 C.F.R. 570.606. The Contractor shall notify the County at least 45 days before any acquisition, demolition or conversion of any housing unit when CDBG funds are involved.

4. APPLICABILITY OF LAW

- 4.1. The Contract is and shall be construed as being executed and delivered within the State of Washington and it is mutually agreed by the Contractor and the County that all contracts and agreements between the Contractor and the County shall be governed by laws of the State of Washington, both as to interpretation and performance.

- 4.2. Venue shall be Clark County, Washington.

5. ANTI-LOBBYING

By signing this Contract the Contractor certifies that, to the best of its knowledge and belief:

- 5.1. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 5.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 5.3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

6. CLAIMS OR DAMAGES

The County is not liable for claims or damages arising from the Contractor's performance of this Contract.

7. CONFLICT OF INTEREST (24 C.F.R. §570.611)

7.1. Applicability.

7.1.1. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 C.F.R. §85.36 and 24 C.F.R. §84.42, respectively, shall apply.

7.1.2. In all cases not governed by 24 C.F.R. §85.36 and §84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 C.F.R. §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 C.F.R. §570.203, §570.204, §570.455, or §570.703(i)).

7.2. Persons covered.

The conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this Contract.

7.3. Conflicts prohibited.

The general rule is that no persons described in section 7.2 who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an activity assisted by these funds, or have a financial interest in any contract, subcontract, or agreement with respect to an activity assisted by these funds, or with respect to the proceeds of the activity assisted by these funds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

8. CONSTRUCTION DOCUMENTS

8.1. The Contractor shall submit to the County all project components that will be paid with CDBG funds, including plans, specifications, bid documents, RFPs, RFQs and estimates, for review and comment at least ten (10) working days prior to

requesting bids for construction.

- 8.2. All specifications and drawings will be in conformance with current engineering and design standards of the jurisdiction where the project is located, and with the general specifications set forth in the Contractor's application for this project. All plans, specifications, and drawings shall be completed, stamped and signed by a licensed professional architect, landscape architect, or engineer.
- 8.3. Any change in the scope of the project shall require a modification of this Contract.
- 8.4. The Contractor shall obtain all necessary and appropriate land use permits, zoning approvals, and any other permits and approvals required by local, county, state and federal law.
- 8.5. The Contractor shall appropriately bid, award the contract, and contract for construction of the project. The Contractor shall assume the rights and responsibilities of owners of the project, except that the County will provide funds for the improvements generally described in this Contract.
- 8.6. In the event not all improvements can be made with the project funds, the County, in consultation with the Contractor, shall determine the priority of the improvements to be made.
- 8.7. The Contractor shall provide the County with one set of final record documents: the "As-Built" plans, which are stamped, certified, and signed.

9. CONTRACTOR REGISTRATION

The Contractor shall keep current with DUNS registration, and the Contractor shall register with System for Award Management (SAM), in accordance with 48 C.F.R. Part 4, Subpart 4.11. <https://www.sam.gov/portal/public/SAM/>

10. COPYRIGHT

If this Contract results in any copyright material, County reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for governmental purposes.

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION

- 11.1. This certification is required by the regulations set forth in Title 2 C.F.R. Part 180. The terms "covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded," as used in this clause, have the meanings set out in Title 2 C.F.R. Part 180.

11.2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier Grantee certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- 11.3. Before entering into a “covered transaction” with another party at the next lower tier, the Contractor agrees by signing this Contract that it will first verify that the person or party with whom it intends to do business is not excluded or disqualified. The Contractor may do this by:
- 11.3.1. Checking the federal Excluded Parties List System at sam.gov; or
 - 11.3.2. Collecting a certification from the person or party; or
 - 11.3.3. Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 C.F.R. Part 180.
- 11.4. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 11.5. The certification in this clause is a material representation of fact upon which reliance is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 11.6. Before hiring any new employee, the Contractor shall conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee’s personnel file.
- 11.7. The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark

County for review upon request.

12. DOCUMENTS INCORPORATED BY REFERENCE

In addition to the other documents and circulars referenced throughout this Contract, each of the documents listed below are by this reference incorporated into this Contract as though fully set forth herein, including any amendments, modifications or supplements thereto:

- 12.1. The Basic Interagency Agreement with Clark County;
- 12.2. Contractor's proposal for CDBG funds;
- 12.3. CDBG Program Policies and Procedures, as now established or hereafter amended;
- 12.4. Current version of HUD income limits; and
- 12.5. Environmental Review Record (ERR) for the project.
- 12.6. U.S. Department of Housing and Urban Development Community Development Block Grant B-16-UC-53-0006, as amended.

13. DUPLICATION OF COSTS

The Contractor certifies that work performed under this Contract does not duplicate any work to be charged against any other Agreement, Contract, Statement of Work, or other source.

14. EMPLOYMENT VERIFICATION PROGRAM

- 14.1. If the amount of this Contract is equal to or greater than \$25,000, the Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this Contract and shall verify employment eligibility using the E-Verify website throughout the term of the Contract.
- 14.2. If the Contractor has sub-contracts in an amount equal to or greater than \$25,000 working in support of this Contract, the Contractor is responsible for ensuring that the sub-contractor provide a DHS MOU or proof of pending application (followed by an MOU) within 30 days after the contract start date.
- 14.3. Pre-employment searches must be conducted by the Contractor (and its covered subcontractors) prior to making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this Contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any

sub-contractors assigned to the perform work under the Contract.

- 14.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.

15. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Except as otherwise provided in this Contract, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. The parties recognize that time is of the essence in the performance of this Contract. The parties agree that the forgiveness of non-compliance with any provision of this Contract does not constitute a waiver of the provisions of this Contract.

16. ENVIRONMENTAL REVIEW

- 16.1. Upon release of project-related funds by HUD pursuant to 24 C.F.R. Part 58 (NEPA Environmental Review Procedures), no choice limiting acting on the project shall occur without a fully executed contract.

- 16.2. National Environmental Policy Act and Related Laws and Authorities as Implemented.

Clark County has completed an environmental review for the project in accordance with the National Environmental Policy Act (NEPA), as implemented by HUD's Environmental Review Procedures (24 C.F.R. §58). The ERR is made part of this Contract by reference. The Contractor shall ensure that all activities related to this Contract (including those that are paid for entirely with local or other funds) including property acquisition, construction, and use of the property/facilities are conducted in accordance with the project scope, as defined in the ERR, and in accordance with the conditions set out in the ERR.

- 16.3. In the event of an inadvertent discovery of potentially significant archaeological materials (bones, shell, stone tools, hearths, etc.) and/or human remains during project activities, all work in the immediate vicinity should stop, the area must be secured, and the discovery must be reported to the Department of Archaeology and Historic Preservation (DAHP) (360-586-3056) and all relevant Native American tribes. In the event human remains are identified, local law enforcement, the county medical examiner, State Physical Anthropologist at DAHP (360-586-3534), the Clark County planning office, and the affected Tribes should be contacted immediately. Compliance with all applicable laws pertaining to archaeological resources (RCW 27.53, 27.44 and WAC 25-48) and human remains (RCW 68.50) is required. Contractor shall include this language in its contract with the general contractor.

16.4. Environmental Mitigation Measures

16.4.1. In the event environmental mitigation measures are required by the environmental review process, the Contractor shall include the requirements within the construction contract between the Contractor and its selected General Construction Contractor.

16.4.2. All of the following environmental mitigation measures shall be completed before Contractor submits an invoice for final payment.

There are no mitigation measures.

17. FAITH-BASED ACTIVITIES

The Contractor shall comply with the requirements of 24 C.F.R. 470.200(j) and shall ensure that funds provided under this Contract shall not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

18. FISCAL REQUIREMENTS

18.1. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) and that meets the financial management systems requirements of the Contract.

18.2. The requirement in section 18.1 may be met either by submission of an annual independent auditor's report or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year, if an annual audit is not performed.

18.3. The Contractor shall adhere to 2 C.F.R. Part 200 for cost principles and federal award requirements.

18.4. If the Contractor (1) expends \$750,000 or more in Federal awards during the Contractor's fiscal year or (2) the Contractor is a State Auditor's Office BARS user, regardless of expenditure level, the Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with Title 2 C.F.R. §200.508.

18.5. Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required. The Contractor shall provide to the County a corrective action plan for any audit findings within thirty (30) days of having received the auditor's report. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

18.6. If the Contractor expends \$750,000 or more in federal funds during the fiscal

year, an audit report is required. Where applicable, the Contractor shall include a corrective action plan for audit findings. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

18.6.1. Non-Profit Contractors and Public Entities - The audit report must meet Title 2 C.F.R §200 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Title 2 C.F.R §200 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. Title 2 C.F.R §200 audits for fiscal years that include this contract shall be completed and submitted to the County within nine months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

18.6.2. For Profit Contractors - An independent audit, an independent limited scope audit or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

18.7. If applicable, the Contractor shall include a Corrective Action Plan for audit findings. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received by the County.

18.8. If there is no audit requirement, the Contractor shall submit to the County semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:

18.8.1. Non-Profit Contractors - A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.

18.8.2. For-Profit Contractors - A Balance Sheet, Income Statement, and Statement of Cash Flows.

18.8.3. Public Entities are exempt from the semi-annual financial reporting requirement.

19. INSURANCE

19.1. At the execution of this Contract, the Contractor must provide an original

ACORD Form with the Commercial General Liability (CGL) or Business Owners Policy (BOP), showing the broker of record, insurance limits, renewal dates, deductible that is less than or equal to \$5,000, and \$1,000,000 of annually renewing occurrence based coverage. A "Claims-Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability or cross liability. In all cases, the Contractor's policy is primary and they waive their right of subrogation.

- 19.2. At the execution of this Contract, and assuming vehicles are used in the Contractor's business, an ACORD Form shall be provided with \$1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by Contractor. If vehicles are not used, on letterhead, a letter to the County must state the same. This coverage may be added to the above CGL or BOP ACORD Form(s).
- 19.3. At the execution of this contract, Contractor shall provide proof of statutory workman's compensation insurance for all its employees that is acceptable and in compliance with Labor and Industries Workers' Compensation Division in the State of Washington. The Contractor will defend Clark County against any third party subrogation claims from Labor and Industries as if the injured Contractor employee belonged to Clark County, Washington.
- 19.4. The Contractor shall require any architect, engineer, land surveyor, or other licensed professional to obtain and maintain a professional Errors and Omissions insurance policy to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence, with a \$3,000,000 aggregate, with a maximum deductible of \$25,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three years after the end of the contract or completion of the project.
- 19.5. The Contractor shall purchase and maintain fire and extended coverage insurance policies for all structures improved or constructed with funds under this Contract. The fire and extended coverage insurance policies shall be in the amount of 100% of the insurable value of the structure and improvements.
- 19.6. It is the Contractor's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the Contract and to notify the County of any change in its insurance.
- 19.7. The Contractor agrees to endorse the County as an "Additional Insured" on the CGL or BOP policy with the following, or similar, endorsement providing equal

or broader additional insured coverage: the CG2026 07 04 Additional Insured - Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured - Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the "Additional Insured" endorsement of CG2037 10 01 Additional Insured - Owners, Contractor - Completed Operations, which shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Clark County Washington".

- 19.8. All insurers used must have an AM Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. In addition, Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to Clark County. Clark County shall be the named insured. The address for all certificates will be written as follows: Clark County Washington, PO Box 5000, Vancouver, WA 98666-5000.
- 19.9. Should the Contractor provide an umbrella or excess coverage for any of the associated coverage(s), they shall be written in a "Follow Form" manner and Clark County Washington shall be listed and endorsed as an additional insured.
- 19.10. Clark County Washington reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage's and/or endorsements, or to reject any insurance policies which fail to meet any one or more of the criteria stated herein. This ability to selectively reject may also include the capacity and or financial position or reputation of the insurer. Should Clark County not receive the ACORD form renewal during the active project, payment to the Contractor may be held up or suspended until coverage with an additional insured endorsement is reestablished.

20. INTERPRETATION OF CONTRACT

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

- 20.1. Applicable federal and state statutes and regulations, including current version of HUD income limits
- 20.2. Statement of Work
- 20.3. Special Terms and Conditions contained in this Contract
- 20.4. Exhibits or attachments indicated in this Contract

- 20.5. CDBG Program Policies and Procedures, as now established or hereafter amended
- 20.6. The Basic Interagency Agreement with Clark County
- 20.7. Contractor's proposal for CDBG funds
- 20.8. Any other material incorporated herein by reference

21. LABOR STANDARDS

- 21.1. Contractor agrees that all laborers, workers, or mechanics employed by it or by any contractor or subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of the Revised Code of Washington, Chapter 39.12, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

- 21.2. In case any dispute arises as to what the State of Washington prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.
- 21.3. The Contractor, by its signature on this Contract, agrees to defend and hold harmless the County from any claims based on alleged failure to pay prevailing wages.
- 21.4. The Contractor will require that project construction contractors and subcontractors pay their laborers and mechanics minimum wage rates in accordance with the Davis-Bacon Act (40 USC Sections 3141-3144, 3146, and 3147) and HUD requirements as pertinent to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 C.F.R. Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, of the requirements of 29 C.F.R. 5.5.

22. LEAD-BASED PAINT

Housing assisted with CDBG funds is subject to the Lead-Based Paint Poisoning

Prevention Act (42 USC 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856) and implementing regulations at 24 C.F.R. 35.

23. NONDISCRIMINATION

23.1. General. The Contractor will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, color, national origin, religion, disability, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 (42 USC Section 5309); Civil Rights Act of 1964, Title VII (42 USC Section 2000e); Civil Rights Act of 1968, Title VIII (Fair Housing Act) (42 USC Sections 3601 - 3639); Executive Order 11063 (Equal Opportunity in Housing); Executive Order 11246, as amended (Equal Employment Opportunity); Age Discrimination Act of 1975; Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity; and Section 3 of the Housing and Urban Development Act of 1968, and 24 C.F.R. 570.601.

23.2. Program Benefit. The Contractor will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, sexual orientation, gender identity, national origin, disability, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Architectural Barriers Act of 1968; Americans with Disabilities Act; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended; Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity).

23.3. Fair Housing. The Contractor will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government (Civil Rights Act of 1968, Title VIII) (Fair Housing Act) (42 USC Sections 3601 - 3639). The Contractor's website shall contain a link to the County's Fair Housing information:

<http://www.clark.wa.gov/commserv/fairhousing/index.html>.

23.4. Employment. In all solicitations under this Contract, the Contractor will state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.

23.5. The Contractor will not discriminate against any employee or applicant for employment in connection with this Contract because of age, marital status, and

familial status, except when there is a bona fide occupational limitation. The Contractor will not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Contract unless it can be shown that the particular disability prevents the performance of the work involved. Such action will include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246, as amended.)

23.6. Contractors and Suppliers. No contractor, subcontractor, union or vendor engaged in any activity under this Contract will discriminate in the sale of materials, equipment or labor on the basis of age, sex, sexual orientation, marital status, race, creed, color, national origin, disability, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Contract will refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Contract unless it can be shown that the particular disability prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, pay rate, and advertisement for employment. (Executive Order 11246 as amended)

23.7. Limited English Proficiency. The agency shall take necessary and appropriate actions to assist clients with limited English proficient persons, Executive Order 13166 and the HUD Notice "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons" (Federal Register, January 22, 2007 pages 2731- 2754).

23.8. The Contractor shall provide each applicant, participant, and beneficiary of activities funded by the Contract with information to apprise such persons of the protections against discrimination covered by the above Acts, Executive Orders, and regulations. The HUD 928.1 Notice found online at: <http://www.hud.gov/utilities/intercept.cfm?http://www.hud.gov/offices/fheo/promotingfh/928-1.pdf> and the Clark County ADA and Section 504 of the Rehabilitation Act of 1973 Notice provide such information.

24. NONPARTICIPATION IN POLITICAL ACTIVITIES

The Contractor agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, Chapter 15 of Title V, United States Code.

25. NON-SUBSTITUTION FOR LOCAL FUNDING

The Contractor shall not use funds provided under this Contract to supplant local, state or other federal funds. The Contractor shall not use these funds to replace funding that would otherwise be made available to the Contractor had this funding not been provided.

26. OPERATION/MAINTENANCE

- 26.1. The Contractor agrees to maintain and operate the project/facility for eligible activities pursuant to HUD regulations. In the event the Contractor fails to so maintain and operate the project, the County may, at its option, take possession of the project and operate and maintain it for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the subcontracting provisions of the Basic Interagency Agreement.
- 26.2. The Contractor shall operate such facilities so as to be open for the use of the general public during all normal hours of operation, and will not charge a fee that would restrict low income persons from using the facility.

27. PROCUREMENT STANDARDS

- 27.1. The project was funded by the Urban County Policy Board based on the information supplied in the Contractor's CDBG application submitted in response to the Clark County 2016 CDBG Program RFA.
- 27.2. In awarding contracts pursuant to this Contract, the Contractor will comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the Contractor will comply with the Uniform Administrative Requirements as described in 24 C.F.R. §92.504 and with Executive Order 11246 - Nondiscrimination in Employment by Government Contractors and Subcontractors.
- 27.3. A cost or price analysis shall be made and documented in connection with every procurement action, and shall be submitted to the County for review. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices, and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.
- 27.4. Contractor must follow the procurement requirements in 2 C.F.R. Part 200 as described in Clark County's Community Development Block Grant Program Procedures Manual.

28. PROGRAM INCOME

The Contractor shall follow the requirements of 24 C.F.R. 570.500 and 504 regarding program income. The receipt and expenditure of program income shall be recorded as a part of the financial transactions of the project(s) funded under this Contract. Program income shall be reported with each voucher request, disbursed first, and disbursed

primarily for the benefit of the project(s) funded by this Contract. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Contract. Program income remaining when the Contract expires, or received after the Contract's expiration, shall be repaid to the County.

Despite the termination or expiration of this Contract, the Contractor shall retain records of program income as long as program income is generated by a CDBG financed activity, subject to state and federal record retention schedules.

29. PROJECT ADMINISTRATION AND COORDINATION

The project will be coordinated by Contractor staff and in compliance with 24 C.F.R. 570.502 (Applicability of uniform administrative requirements). The Contractor will perform all necessary and customary functions in the management and supervision of Contractor personnel for all work performed under the Contract. The Contractor will be responsible for compensation of Contractor staff with Contractor funds for all work performed under this Contract.

30. PROPERTY MANAGEMENT

The Contractor, as a subgrantee, agrees that any real property, equipment or supplies purchased wholly or in part with program funds will be managed under the same guidelines applicable to the County, the grantee, in accordance with 24 CFR 570.505 (Use of real property), 24 CFR 85.32 (Equipment), and 24 CFR 85.33 (Supplies).

31. PUBLIC INFORMATION

31.1. In all news releases and other public notices related to projects funded under this Contract, the Contractor should include information identifying the source of funds as the Clark County Community Development Block Grant Program.

31.2. During construction projects, the Contractor shall erect a durable and adequately visible sign at the construction site, identifying the source of funds. Sign specifications may be found in the *Clark County CDBG Procedures Manual*.

31.3. The Contractor shall place a plaque permanently in the highest foot traffic area readily visible to the public. The minimum size should be 12" by 12". The plaque should identify the funding sources, the project name, and the year constructed.

32. RECORDS

In the event the Contractor sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the County. The Contractor will maintain all records identified in the Required Records section of this Contract, in accordance with 24 C.F.R. 570.506 (Records to be maintained).

33. REPORTING

- 33.1. The Contractor will submit quarterly progress reports. The reports will be due to the County on the 15th day after the end of the quarter, starting with the quarter in which the Contract was signed.
- 33.2. The Contractor will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Contract.
- 33.3. In addition to the records referred to in the Records Section of this Contract, the Contractor will maintain records of the hours worked and rates of compensation for all personnel performing work under this Contract. These records will be kept for a period of seven years from the date of the submission of the final performance report under this Contract.
- 33.4. The Contractor will provide documentation to the County at project completion showing that the sources and value of its contribution to the project are equal to those specified in the Budget Summary in the Statement of Work.
- 33.5. The Contractor will perform all necessary and appropriate community information activities as directed by the County.

34. REQUIRED RECORDS

- 34.1. Financial Management - Such records will identify adequately the source and application of funds for activities within this Contract, in accordance with the provisions of 24 C.F.R. 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- 34.2. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- 34.3. Relocation - Indication of the overall status of the relocation workload and separate relocation record for each person, business, organization, and farm operation displaced or in the relocation workload.
- 34.4. Equal Opportunity - The Contractor shall maintain and provide records containing the following information for each applicant and each assisted person. This is to show the extent people have participated in, or benefited from, the activities carried out under this Contract.
 - 34.4.1. Name of the household or person assisted;

- 34.4.2. Income category (i.e. very low-income (0-30% of MFI), low-income (31 to 50% of MFI), or low/mod-income (50 to 80% of MFI));
- 34.4.3. Racial/ethnic data (White, Black/African American, Asian, American Indian/ Alaskan Native, Native Hawaiian/Other Pacific Islander, American Indian/Alaskan Native & White, Asian & White, Black/African American & White, American Indian/Alaskan Native & Black/African American, Other/multi-racial);
- 34.4.4. The above racial/ethnic categories shall also document Hispanic or non-Hispanic;
- 34.4.5. Gender data;
- 34.4.6. Female head of household; and
- 34.4.7. Disability
- 34.4.8. The Contractor will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize businesses that are located in or owned in substantial part by persons residing in the area of the project.
- 34.4.7. The Contractor shall provide the County a copy of its latest Equal Employment Opportunity Commission, State and Local Government Information (EEO-4), EEOC Form 164.
- 34.5. Compensation Paid - Records of the hours worked and rates of compensation for all personnel performing work under this Contract.
- 34.6. Property Acquisition - If the project involves property acquisition, the Contractor's files must contain the following records:
 - 34.6.1. Official Determination to Acquire - A citation of the action that constitutes the official determination to acquire, the date of the action, and the applicable HUD grant number.
 - 34.6.2. Notice of Intent to Acquire the Property - A copy of the notice, citation of the date of transmittal to owner, and evidence of receipt by the owner.
 - 34.6.3. Invitation to Accompany Appraiser - Evidence that owner was invited to accompany each appraiser on his inspection of the property.
 - 34.6.4. Appraisal Reports - A copy of each appraisal report, on which determination of just compensation was based.
 - 34.6.5. Review Appraisal - Arrange for a review appraisal to assure appraisal meets applicable standards.
 - 34.6.6. Determination of Just Compensation - A copy of the resolution,

certification, motion or other document constituting the determination of just compensation.

- 34.6.7. Purchase Offer - A copy of written purchase offer of just compensation, including all basic terms and conditions of such offer, and a citation of the date of delivery to the owner.
- 34.6.8. Purchase Agreement, Deed, Declaration of Taking, Tenant Waivers - A copy of each such document and any similar or related document utilized in conveyance.
- 34.6.9. Settlement Cost Reporting Statement - A copy of the statement.
- 34.6.10. Purchase Price Receipt - Evidence of owner receipt of purchase price payment.
- 34.6.11. Ninety Days' Notice to Surrender Possession of Premises - A copy of the notice. As an alternative, a copy of this notice may be included in the relocation or property management files.
- 34.6.12. As provided in 24 C.F.R. 570.606, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and HUD's implementing regulations in 24 C.F.R. 42 apply to all real property acquisition by a grantee for an assisted program activity, regardless of the source of funding for the acquisition itself.

- 34.7. Miscellaneous - Such other records as may be required by the County and/or HUD.

35. RETENTION OF RECORDS

Required records will be retained for at least a period of six (6) years from the date of the submission of the final performance report in which the activity is covered, except as follows:

- 35.1. Records that are the subject of audit findings will be retained for the minimum period or until such audit findings have been resolved, whichever is later.
- 35.2. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
- 35.3. Any record with a longer retention schedule for purposes of public records disclosure required by the Revised Code of Washington (RCW).

36. REVERSION OF ASSETS

Upon expiration of this Contract, the Contractor shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the Contractor's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- 36.1. Used to meet one of the national objectives in 24 C.F.R. 570.208, until five years after expiration of the Contract, or for a longer period of time as determined appropriate by the grant recipient; or

- 36.2. Disposed of in a manner which results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.
37. HUD SECTION 3 REQUIREMENTS (this section applies if the total contract amount is \$100,000 or more)
- 37.1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 37.2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 37.3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 37.4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- 37.5. By signature to this Contract, The Contractor certifies that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment

opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- 37.6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- 37.7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

38. SURVIVABILITY

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

39. TERMINATION

- 39.1. The award or continuation of this Contract is dependent upon the availability of future funding. The County's payment obligations are payable only and solely from funds both appropriated and otherwise legally available for this Contract.
 - 39.1.1. The absence of initial appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not appropriated or available.
 - 39.1.2. If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing no fewer than ten (10) calendar days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- 39.2. The County shall have the right to terminate this Contract, in whole or in part, with or without cause any time by providing no fewer than ten (10) calendar days written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such

purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

39.3. Disposition of Funds upon Termination. Upon termination of this Contract any unexpended balance of Contract funds will remain with the County. If termination occurs for cause, the Contractor shall immediately and without notice of presentment return to the County all funds that were expended in violation of the terms of this Contract.

39.4. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

40. WAIVER OF DEFAULT

If the County waives any breach of this Contract by the Contractor on any occasion, such waiver shall not be deemed to be a waiver of any subsequent breach of this Contract by the Contractor.



City of Camas Community Development Application Form Impact Fee Credit

Impact Fee Credit Applying for:

- ☐ Traffic Impact Fee ☐ Fire Impact Fee ☐ School Impact Fee
☐ Open Space Impact Fee ☒ Parks Impact Fee

Company Name: THE HILLS AT ROUND LAKE Work Phone: 360-892-0514
Contact Name: RIAN TUTTLE
Address: P.O. BOX 61426
City: VANCOUVER State: WA Zip: 98666 Fax: _____
E-mail Address: RIAN@HOLTGROUPINC.COM

Associated Development Proposal:

NORTH HILLS

Case Number: SVR 10-02 Parcel Number: 178423010
Site Address: 27639 SE 15TH ST CAMAS, WA 98607

Location of Request:

Address of Location: 27639 SE 15TH ST T-27 TRAIL
Intersection from: WOODBURN / UMATILLA Intersection to: UMATILLA / SE 15TH ST
Amount of Credit Requested: \$21,986.80

The undersigned hereby certifies that this application has been made with the consent of the lawful property owner(s) and that all information submitted with this application is complete and correct. False statements, error, and/or omissions may be sufficient cause for denial of the request.

Applicant Signature: [Signature] Date: 6/17/16

For Office Use Only:

☐ Approved
☐ Disapproved Signature: _____ Date: _____

accommodate gravity flow of stormwater. Given the relatively narrow width of the site, the applicant would need to eliminate an additional lot in order to comply with the setback requirements. The applicant will provide a dense landscape buffer within the reduced setback area to screen the stormwater facility from adjacent streets.

e. The applicant will construct sections of the City's proposed T-27 and T-14 trails, consistent with the 2007 Parks, Recreation and Open Space Comprehensive Plan. The applicant is entitled to a Park Impact Fee ("PIF") credit for the T-27 improvements. The credit is based on the overall improvement; it is not a "per lot" credit. He requested the examiner modify condition 13 to that effect.

f. He requested the examiner modify condition of approval 6 to clarify that the City is only required to approve those portions of the Conditions, Covenants and Restrictions ("CC&Rs") that apply to the ownership and maintenance of common areas within the subdivision.

g. He accepted the additional condition proposed by Mr. Carothers in Exhibit 54.

h. He noted that the intersection of Nourse Road and Umatilla Street is projected to operate at a Level Of Service ("LOS") B or better based on the applicant's traffic study, Exhibit 7. The traffic counts used in the traffic study were taken when the nearby high school was in operation.

i. He testified that the applicant is willing to retain or replace the existing public water service to Ms. Thompson's property.

5. Linda Thompson noted that traffic generated by the High School west of the site creates significant congestion on Nourse Road as students arrive for school in the morning and depart in the afternoon. This congestion can make it difficult to access Nourse Road from the site. She testified that her home east of the site is served by existing water lines located on the site.

6. The examiner closed the record at the end of the public hearing and announced his intention to approve the application subject to the conditions of approval in the Staff Report, as modified at the hearing.

C. DISCUSSION

1. City staff recommended approval of the preliminary subdivision plat, based on the affirmative findings and subject to conditions of approval in the Staff Report, as modified at the hearing. The applicant accepted those findings and conditions, as modified, with certain exceptions.

2. The examiner concludes that the affirmative findings in the Staff Report show that the proposed preliminary plat does or can comply with the applicable standards of

7. Any entrance structures or signs proposed or required for this project will be reviewed and approved by the City. All designs will be in accordance with applicable City codes. The maintenance of the entrance structure will be the responsibility of the owners.
8. In the event that any item of archaeological interest is uncovered during the course of a permitted ground disturbing action or activity, all ground disturbing activities shall immediately cease and the applicant shall notify the Community Development Department and DAHP.
9. Final as-built construction drawing submittals shall meet the requirements of the Camas Design Standards Manual.
10. Prior to placing any pavement on Phase 2 or directing any stormwater runoff from the southerly portion of the site, the off-site stormwater facility required for The Hills at Round Lake, PRD Phase I, II, and III shall be installed and fully operational.
11. Final landscaping and fencing plans for the northerly stormwater facility, NE Umatilla Street, Tracts B and F, and any other site landscaping or fencing shall be included with the final engineering plans. The plans shall detail planting types, quantities, locations and details along with acceptable fencing plans, irrigation if necessary and installation details.
12. Building permits shall not be issued prior to the city's final acceptance of the improvements.
13. The applicant shall submit the actual cost of the sidewalk construction along NE Umatilla Street or an acceptable engineer's estimate for the PIF creditable calculation prior to final plat approval.
14. The applicant shall be responsible for construction of the half-street improvements along the site's Nourse Road frontage consistent with Clark County Standards for the assigned roadway classification of Nourse Road.

Planning Department

15. Prior to the Building Department issuing a Certificate of Occupancy, each lot shall install a minimum of one tree to be located in the planter strip of each lot, as approved on the final plat. Trees shall be a minimum of two-inch diameter at breast height.
16. Prior to final acceptance the applicant shall plant the proposed 44 mitigation trees in locations approved by the City during final engineering. Trees shall be a minimum of two-inch diameter at breast height.
17. Required trees shall be maintained in good health, and shall be promptly replaced (within six months) if damaged or in poor health, and a note to this effect shall be on the final plat document.
18. The applicant shall provide a detailed construction plan in accordance with CMC§16.61.030(F), for Tract "H", as revised to a half acre.
19. Temporary measures. The outer perimeter of the open space tract (Tract "H"), and other identified trees for preservation, shall have temporary construction fencing installed and maintained throughout site improvement. During utility installation,

Main Office and Shop
P.O. Box 290
22525 NE W.H. Garner Rd.
Yacolt, WA 98675
Operations:
9210 NE 62nd Ave.
Vancouver, WA 98665



Phone: (360) 334-3100
Fax: (360) 334-3101
WA# ROTSCI*1200A
OR CCB # 95682

Umatilla Sidewalk Costs

Proposal Submitted To: The Holt Group

Date: 6/2/2016

Attention: Rian Tuttle

Phone: 360-892-0514

Street Address:

Fax:

City, State and Zip:

Job Name: North Hills

E-mail: rian@holtgroupinc.com

Job Location: Camas, WA

Bid Item	Description	Quantity	Unit	Unit Price	Total Price
	1 Sidewalk (1315' x 4' wide)	5260	SF	\$ 4.18	\$ 21,986.80

Summary

	Subtotal	\$	21,986.80
8.40%	Tax	\$	-
	Total	\$	21,986.80

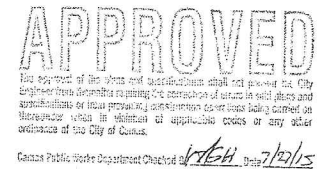
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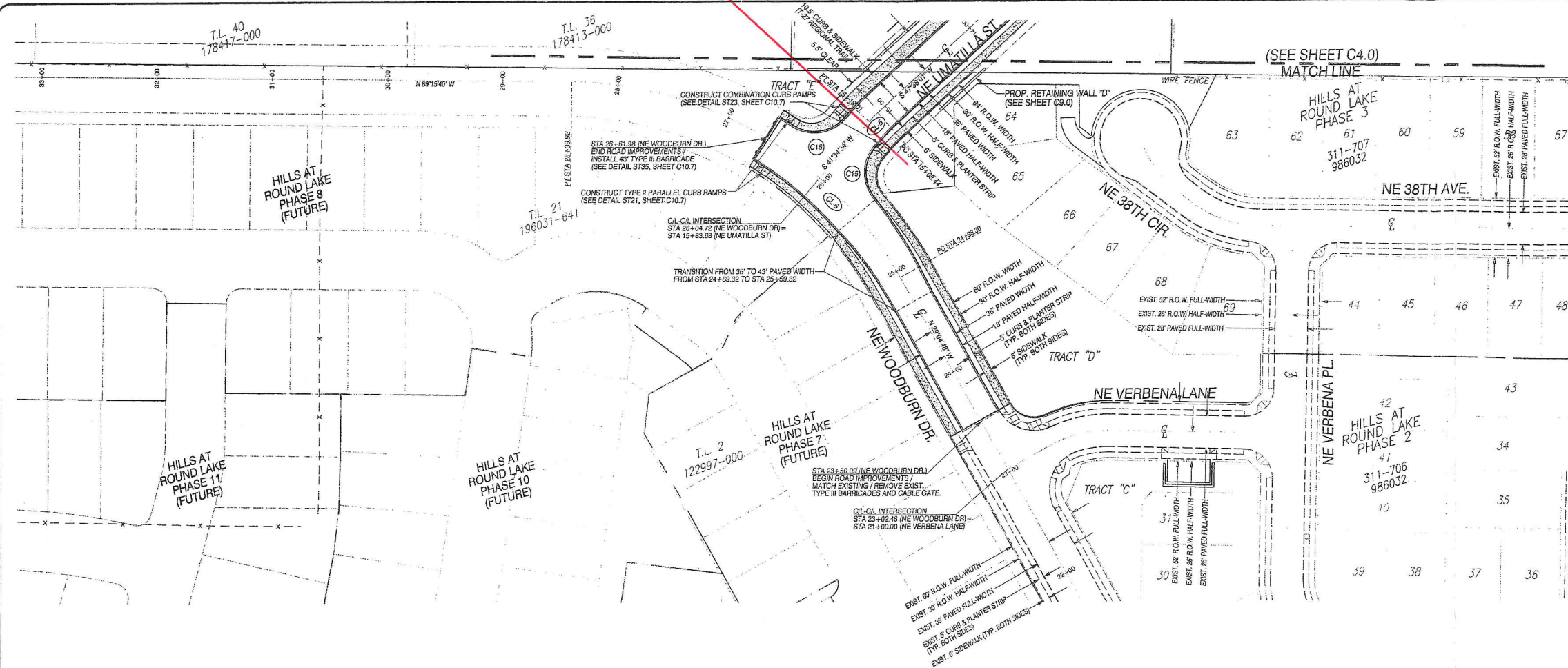
Same as original proposal

Exclusions

Same as original proposal

A handwritten signature in blue ink, appearing to be "OK" or similar, located in the lower right area of the page.



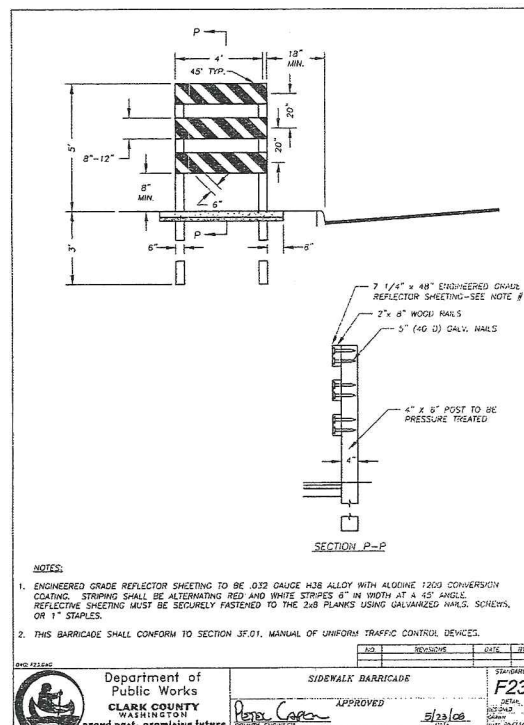


CLIENT:
HILLS AT ROUND LAKE, LLC
P.O. BOX 87970
VANCOUVER, WA 98687-7970
PHONE: (360) 892-0514
FAX: (360) 892-1818

OFFSITE STREET PLAN (NE WOODBURN DR.) FOR:
NORTH HILLS SUBDIVISION

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC., 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660
360-896-1835
509-289-9058

RECORD DRAWING



CENTERLINE CURVE DATA

- CL-3 PC STA 15+08.44 (NE UMATILLA ST.)
DELTA=06°03'29"
R=100.00'
L=10.57'
PT STA 15+19.01 (NE UMATILLA ST.)
- CL-5 PC STA 24+93.30 (NE WOODBURN DR.)
DELTA=60°10'52"
R=330.00'
L=348.52'
PT STA 28+39.92 (NE WOODBURN DR.)

INDICATES SIDEWALK TO BE CONSTRUCTED WITH OTHER SUBDIVISION IMPROVEMENTS.

NOTES:

- SEE SHEETS C4.4 AND C4.5 FOR TYPICAL STREET SECTIONS.
- SEE CITY OF CAMAS STD. STREET NOTES AND DETAILS ON SHEETS C10.8 AND C10.7.
- TRACTS A, B, C, D, E, F, G, & H TO BE OWNED AND MAINTAINED BY THE H.O.A.

CURB RETURN DATA

		I/C ELEV.
C15	BCR STA 25+59.32 (21.50' RT - NE WOODBURN DR.)	410.93 (5')
	DELTA=82°07'09"	411.89 (5')
	R=55.00'	412.84 (5')
	L=50.16'	413.35 (5')
C16	BCR STA 15+30.83 (18.00' LT - NE UMATILLA ST.)	413.66 (5')
	DELTA=82°02'45"	414.22 (5')
	R=35.00'	415.54 (5')
	L=50.12'	417.05 (5')

APPROVED

The approval of the plans and specifications shall not prevent the City Engineer from time and again requiring the contractor to right in any place and conditions of the subdivision, or any other conditions of the City of Camas.

Source Public Works Department Checked by *WGA* Date *7/27/15*

SCALE: 1"=50'

DESIGNED: RWP

DRAWN: RWP

CHECKED: PAT

DATE: JULY 2015

SCALE: H: 1"=50'

V:

COPYRIGHT 2015, OLSON ENGINEERING, INC.

NORTH HILLS SUBDIVISION

7436.03.02

SHEET

C4.1

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City of Camas
Community Development
Application Form
Impact Fee Credit

Impact Fee Credit Applying for:

- ☒ Traffic Impact Fee ☐ Fire Impact Fee ☐ School Impact Fee
☐ Open Space Impact Fee ☐ Parks Impact Fee

Company Name: Three Hills at Round Lake Work Phone: 360-892-0514
Contact Name: Ryan Tuttle
Address: P.O. Box 61426
City: Vancouver State: WA Zip: 98666 Fax: _____
E-mail Address: Ryan@HootGroupInc.com

Associated Development Proposal:

NORTH HILLS

Case Number: SUB 10-02 Parcel Number: 178423010
Site Address: 27639 SE 15TH ST CAMAS, WA 98607

Location of Request:

Address of Location: 27639 SE 15TH ST - WOODBURN DRIVE
Intersection from: N/A Intersection to: _____
Amount of Credit Requested: \$165,141

The undersigned hereby certifies that this application has been made with the consent of the lawful property owner(s) and that all information submitted with this application is complete and correct. False statements, error, and/or omissions may be sufficient cause for denial of the request.

Applicant Signature: [Signature] Date: 6/17/16

For Office Use Only:

☐ Approved
☐ Disapproved Signature: _____ Date: _____

Curleigh (Jim) Carothers

From: Curleigh (Jim) Carothers
Sent: Friday, May 13, 2016 9:54 AM
To: Wes Heigh
Cc: Pam O'Brien; Robert Maul; Bob Cunningham; Cathy Huber Nickerson; Steve Wall; Kari Murphy
Subject: Woodburn Drive Transportation Impact Fee Credits Available
Attachments: HARL 1&2 & North Hills Credits.pdf

All,
I wanted to let you know that there are currently some unclaimed TIF credits for the segmented construction of Woodburn Drive.

The 2016 rate for Woodburn Drive TIF credits is as follows:

$\$3.8 \text{ Million (total TIF eligible cost for entire roadway in year 2011 dollars)} \times 1.211 \text{ (annual adjustment growth factor)} \times 0.6 \text{ (reduction factor)} / 5200 \text{ LF (total length of roadway)} = \$531 \text{ per Lineal Foot}$

TIF Eligible Cost for frontage for The Hills at Round Lake Phases 1 and 2

$1,165 \text{ LF} \times \$531 \text{ per LF} = \$618,615$

TIF Eligible Cost for frontage for North Hills

$311 \text{ LF} \times \$531 \text{ per LF} = \$165,141$

Wes,
Can you please pass this information on to the developer(s) so that the application for credits can be made? Thank you.

James E. Carothers, P.E.
Engineering Manager/City Engineer



616 NE 4th Avenue
Camas, WA 98607
360-817-7230
360-834-1535 FAX
jcarothers@cityofcamas.us

From: Pam O'Brien
Sent: Monday, April 25, 2016 11:23 AM
To: Robert Maul <RMaul@cityofcamas.us>; Bob Cunningham <BCunningham@cityofcamas.us>; Curleigh (Jim) Carothers <jcarothers@cityofcamas.us>; Cathy Huber Nickerson <chuber@cityofcamas.us>; Steve Wall <SWall@cityofcamas.us>; Kari Murphy <KMurphy@cityofcamas.us>
Subject: Impact Fees Report Summary.xlsx

Good Morning,

Element	Improvement Project	Improvement	Total Construction Project Cost (millions)	TIF Eligible Cost (millions)
J	Woodburn Drive (Greg Reservoir area)	New 2 lane roadway between 15 th Street and 283 rd Avenue.	\$5.3	\$3.8
K	23 rd Street Realignment	Realign 23 rd Street east of 283 rd Avenue to intersect with new East-West Collector	\$0.6	\$0.5
L	Friberg (1 st Street to 13 th Street)	Widen from 2 lanes to 3 lanes between 1 st Street and 13 th Street	\$5.0	\$3.9
M	Extend Camas Meadows Drive	Extend Camas Meadows Drive from Payne Street to Lake Road as a three lane collector, includes signal modification at Lake/1 st /Parker	\$3.8	\$2.9
N	38 th Avenue Extension	New 3 lane roadway between 650 feet east of Bybee and 500 feet east of 192 nd	\$2.7	\$2.0
O	Bybee Realignment	Realign Bybee between NW 199 th and SE 20 th	\$1.2	\$1.0
P	Widen 38 th Avenue (West) (650 feet east of Bybee to Parker)	Widen from 2 lanes to 3 lanes between 650 feet east of Bybee and Parker Street	\$4.7	\$3.7
Q	Widen 38 th Avenue (East) (Parker Street to 800 feet west of Dahlia)	Widen from 2 lanes to 3 lanes between Parker Street and Astor Street	\$2.9	\$2.2
R	Goodwin Road (Friberg Road to Lacamas Creek)	Widen from 2 to 5 lanes between Friberg Street and Ingle Road and Lacamas Creek	\$5.9	\$4.8
S	192 nd -Goodwin Connector	Camas share (39%) of potential connection between 192 nd and Goodwin. Specific project and alignment to be determined. (South proportionate cost only)	\$4.0	\$1.3
South Roadway Projects			\$36.1	\$26.1
Total Roadway Projects (North + South)			\$98.0	\$66.6

City of Camas TIF PROJECT LOCATIONS



NO SCALE

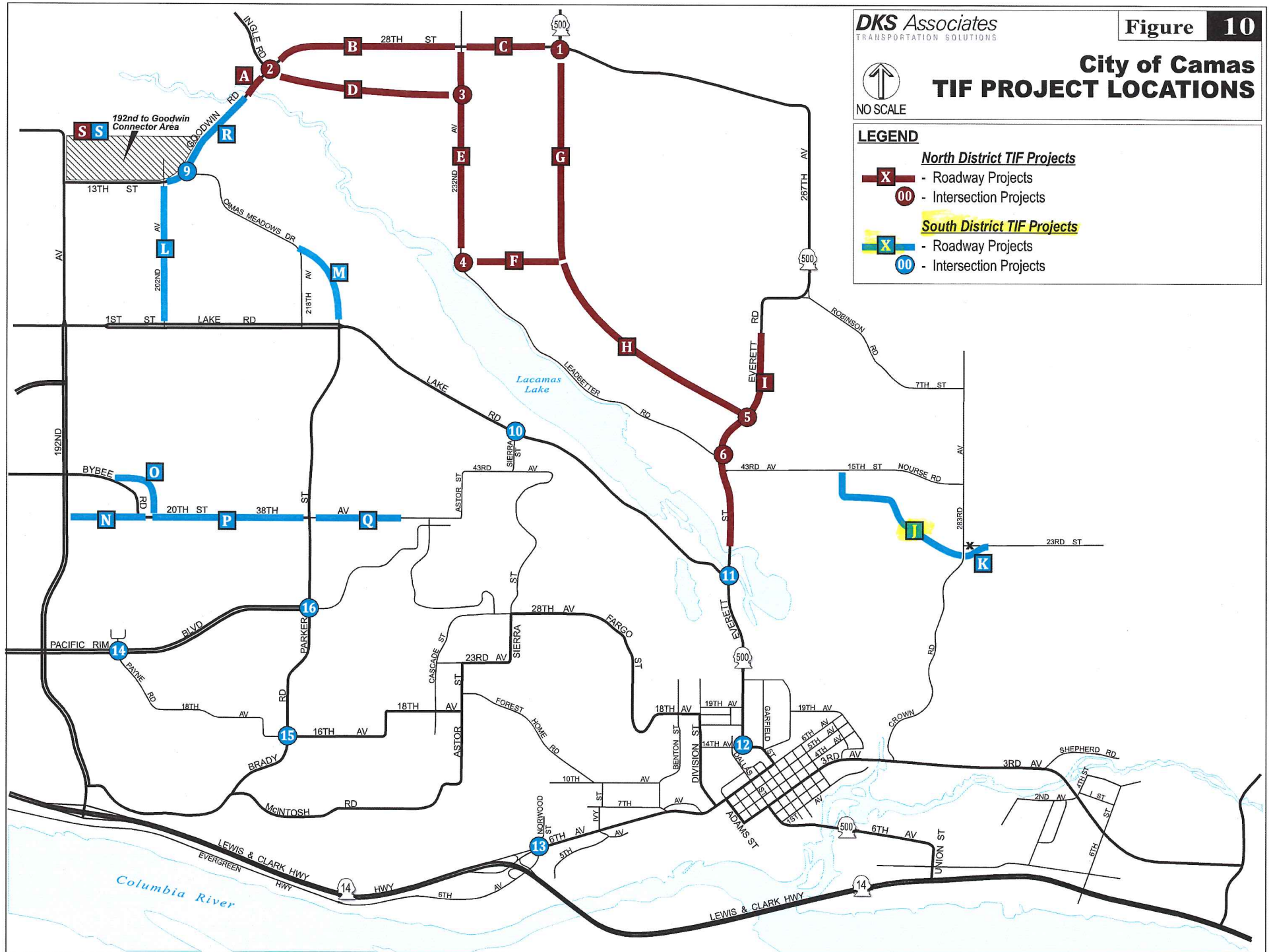
LEGEND

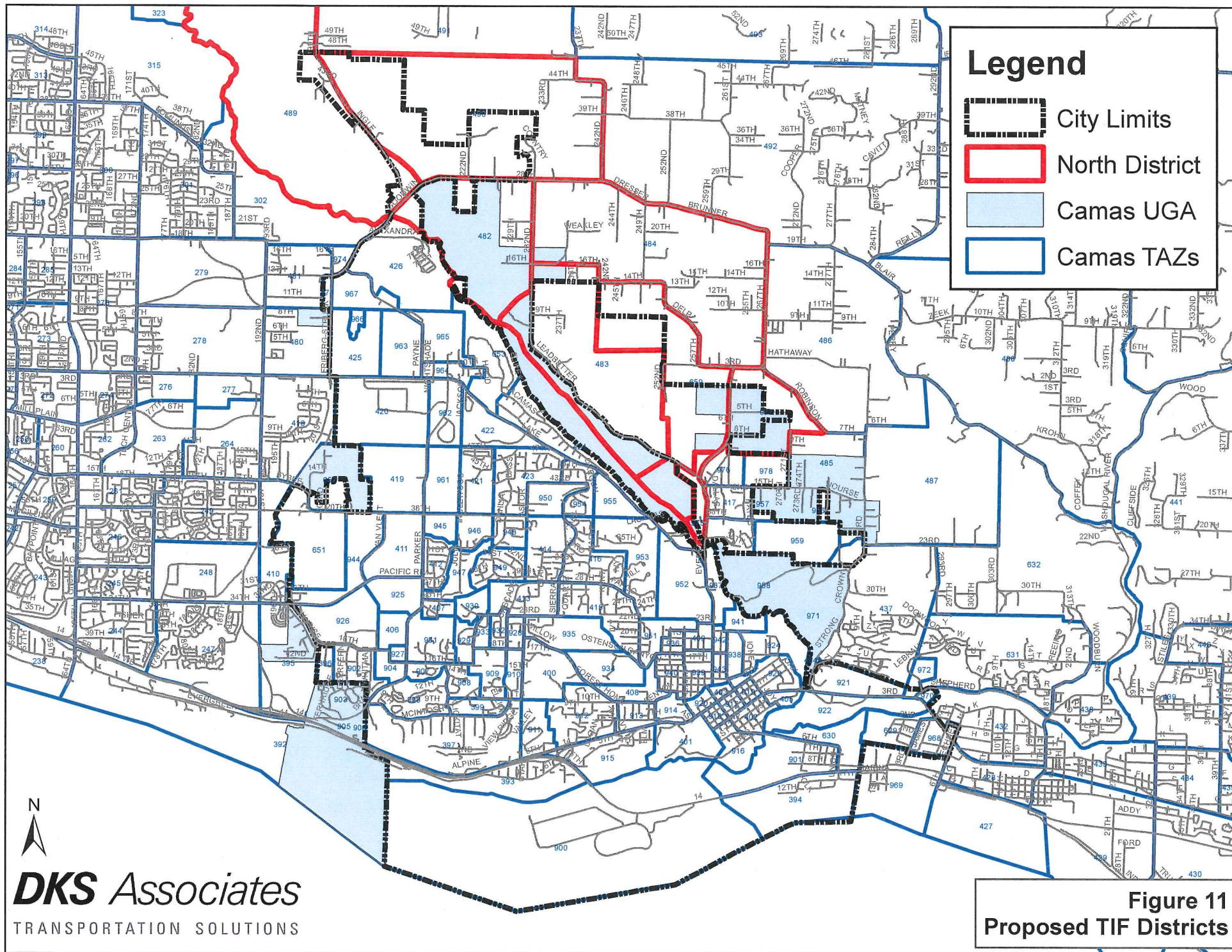
North District TIF Projects

- X - Roadway Projects
- 00 - Intersection Projects

South District TIF Projects

- X - Roadway Projects
- 00 - Intersection Projects





CHAPTER 3: TIF STRUCTURE

The current traffic impact fee calculation methodology has been utilized since 2003. The basis of the calculation is the assessment of PM peak hour vehicle trips from the Institute of Transportation Engineer's *Trip Generation: An ITE Informational Report* and a cost rate applied to each trip-end on a citywide basis. Chapter 5 of the previous TIF study provides background into the basis of the TIF. The following sections summarize the key components of the staff's recommended proposed TIF update:

- TIF will be collected based on PM peak hour trip generation rates
- Two TIF districts will be formed (see Figure 11) with project costs allocated either to the North district or the South district, with the exception of the 192nd/Goodwin connector project, which would be allocated between the districts proportionate to their use of the connector, based on growth.
- TIF will fund curb-to-curb plus storm sewer costs
- TIF will fund right-of-way outside the UGA proportionate to the expected Camas share of each project
- TIF will fund 20% of right-of-way inside the UGA
- TIF costs will be indexed at 3.9% per year, with new rates taking effect the first of each year

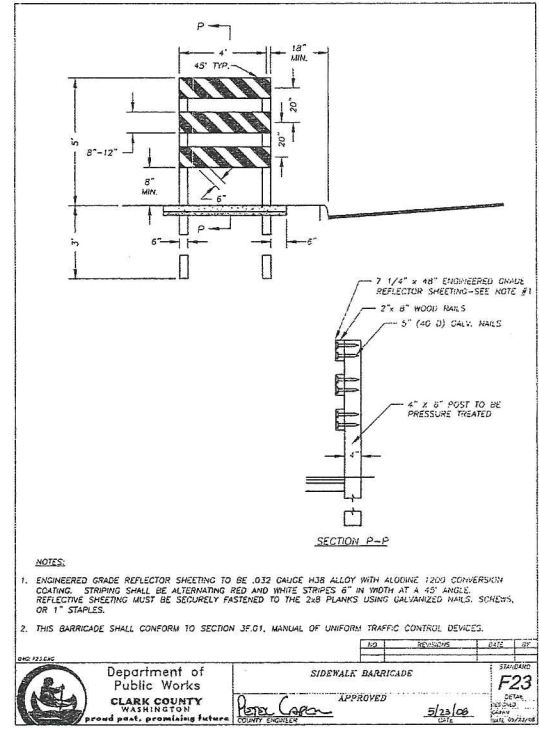
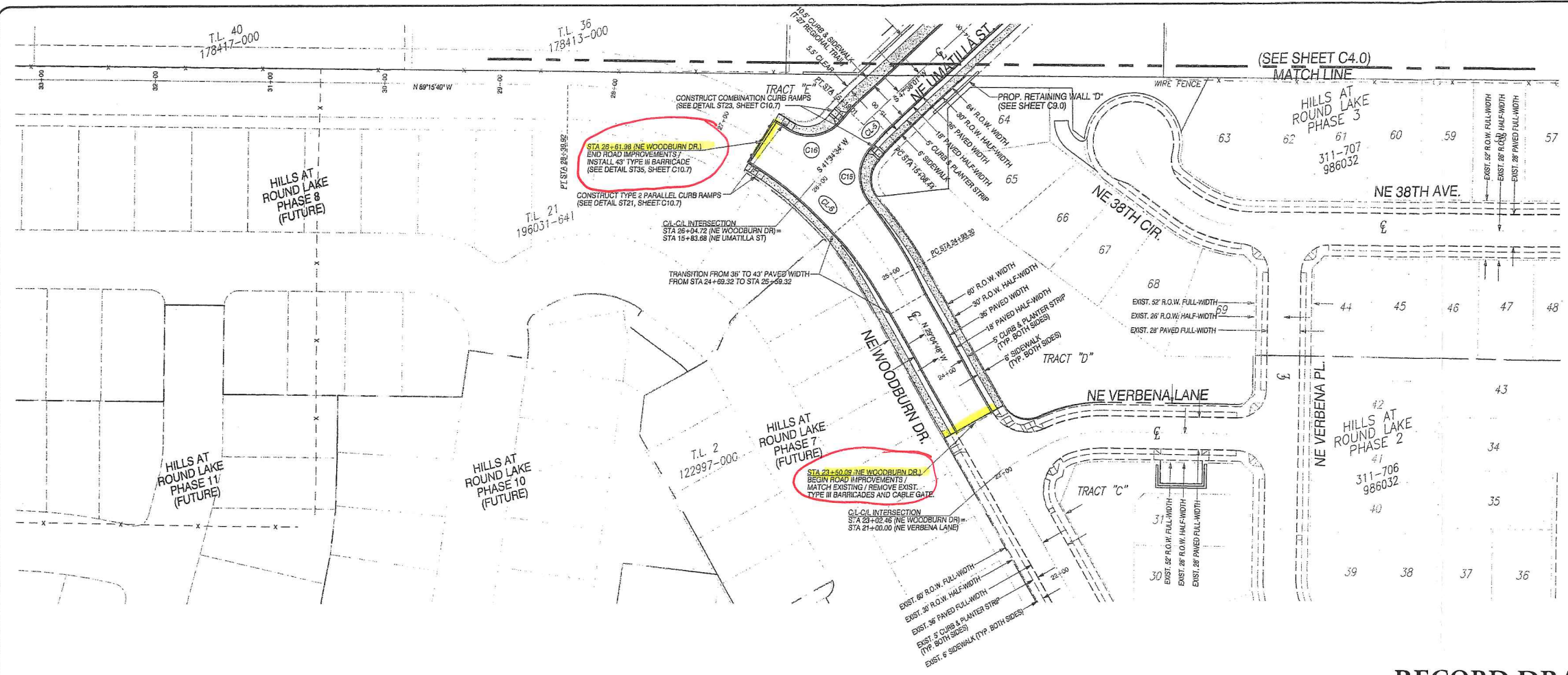
Table 10 summarizes staff's recommendation and the anticipated TIF fee associated with this recommendation, along with adjustments that would be made based upon a 60% reduction factor (as described previously).

Table 10: Staff Recommended TIF Fee

TIF Fee Summary	North	South
Curb-to-Curb+Storm+ROW*	\$10,619	\$4,042
60% reduction Factor	-\$4,248	-\$1,617
2011 Net Rate	\$6,371	\$2,425
2012 Net Rate	\$6,620	\$2,520
2013 Net Rate	\$6,878	\$2,618
2014 Net Rate	\$7,146	\$2,720
2015 Net Rate	\$7,425	\$2,826
2016 Net Rate	\$7,715	\$2,936
2017 Net Rate	\$8,015	\$3,051
2018 Net Rate	\$8,328	\$3,170
2019 Net Rate	\$8,653	\$3,294

* Includes ROW outside the UGA + 20% of ROW inside UGA

26+62
23+51
311 LF
36' W
1,244 SY



CENTERLINE CURVE DATA		
CL5	PC STA 15+06.44 (NE UMATILLA ST.)	PT STA 15+19.01 (NE UMATILLA ST.)
	DELTA=66°03'28"	
	R=100.00'	
	L=10.37'	
CL6	PC STA 24+33.30 (NE WOODBURN DR.)	PT STA 28+39.92 (NE WOODBURN DR.)
	DELTA=60°10'32"	
	R=330.00'	
	L=340.52'	

CURB RETURN DATA		
CL5	BCR STA 25+59.32 (21.50' RT - NE WOODBURN DR.)	410.93 (6')
	DELTA=82°07'06"	411.88 (6')
	R=38.00'	412.84 (6')
	L=50.16'	413.55 (6')
	ECR STA 15+30.83 (18.00' LT - NE UMATILLA ST.)	413.66 (6')
CL6	BCR STA 15+30.83 (18.00' RT - NE UMATILLA ST.)	413.66 (6')
	DELTA=82°02'45"	414.22 (6')
	R=38.00'	415.54 (6')
	L=50.12'	417.05 (6')
	ECR STA 26+50.11 (21.50' RT - NE WOODBURN DR.)	418.19 (6')

- INDICATES SIDEWALK TO BE CONSTRUCTED WITH OTHER SUBDIVISION IMPROVEMENTS.
- NOTES:
- SEE SHEETS C4.4 AND C4.5 FOR TYPICAL STREET SECTIONS.
 - SEE CITY OF CAMAS STD. STREET NOTES AND DETAILS ON SHEETS C10.6 AND C10.7.
 - TRACTS A, B, C, D, E, F, G, & H TO BE OWNED AND MAINTAINED BY THE H.O.A.

APPROVED

Scale: 1"=50'

DESIGNED: RWP
DRAWN: RWP
CHECKED: PAT
DATE: JULY 2015
SCALE: H: 1"=50'
V: 1"=10'
COPYRIGHT 2015, OLSON ENGINEERING, INC.
NORTH HILLS SUBDIVISION
7436.03.02
SHEET
C4.1

CLIENT:
HILLS AT ROUND LAKE, LLC
P.O. BOX 87970
VANCOUVER, WA 98687-7970
PHONE: (360) 892-0514
FAX: (360) 892-1818

OFFSITE STREET PLAN (NE WOODBURN DR.) FOR:
NORTH HILLS SUBDIVISION

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660
360-466-1995
509-289-9056

DESIGNED: RWP
DRAWN: RWP
CHECKED: PAT
DATE: JULY 2015
SCALE: H: 1"=50'
V: 1"=10'
COPYRIGHT 2015, OLSON ENGINEERING, INC.
NORTH HILLS SUBDIVISION
7436.03.02
SHEET
C4.1

Clark County, WA
Approved Construction Plans
JUL 2 2015
Page 11 of 51

Final Acceptance of Development



City of Camas
616 NE 4th Avenue
Camas, WA 98607

Phone: 360-817-1561

When dated and signed by the approval authority, this development has received "Final Acceptance" in accordance with Camas Municipal Codes, Section 17.21.070, and Building Permits may be issued.

SR Wall
Steven R. Wall, P.E. - Public Works Director

2/1/16
Date

Development Name: North Hills Subdivision

City File No: SUB05-02 & MINMOD15-08

Tax Parcel #: 18423-000

Site Address: Norse Rd. & NE Umitalla St.

Developer's Name: Hills at Round Lake, LLC

Contact: Mr. Rian Tuttle

Phone: (360) 892-0514

Note: Within sixty days of expiration of the two-year period following acceptance of the improvements by the city, the engineering department shall reinspect the required improvements. If there are no faults, the warranty bond will lapse at the end of the warranty period and the city accepts the improvements.

Mayor's

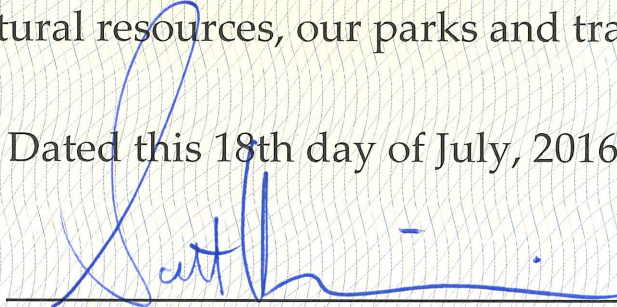
VOLUNTEER SPIRIT AWARD

in the City of Camas, presented to

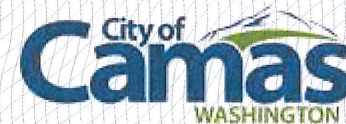
SEAN VERGILLO

For his years of dedication in maintaining the City's park trails, his ongoing membership on the Camas Parks Commission and coordinator of the Lacamas Trails Advocacy Group – all citizens of Camas reap the benefits of this “guardian” of our most treasured natural resources, our parks and trails.

Dated this 18th day of July, 2016



Scott Higgins, Mayor



RESOLUTION NO. 16-012

A RESOLUTION creating a new position description for
the City of Camas entitled Recreation Facilities Coordinator.

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

Is

There is hereby created in the City of Camas a new position entitled Recreation Facilities Coordinator. Such position shall be a union representative position in the CPEA bargaining unit, and shall perform such duties as shall be outlined in any job description prescribed by the City, as may be revised from time to time. The position description and salary schedule are attached hereto as Exhibit "A" and shall be effective as of July 1, 2016.

II

PASSED BY the Council and approved by the Mayor this 18th day of July 2016.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

RECREATION FACILITIES COORDINATOR

*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, ensure the safe and appropriate operation of the City recreation facilities; act as liaison with citizens and the public utilizing the facilities; develop and implement changes to processes in response to department needs; and to perform a variety of administrative and clerical support functions within the assigned area including record keeping, typing, file maintenance, answering phones and responding to the general public.

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:

Oversee City Recreation Facilities, ensure the safety of patrons and the general public; follow general guidelines, professional and administrative standards, local, state and federal laws.

Ensure proper monitoring of facilities outside normal working hours including weekends and evenings; act as liaison with contracted security monitoring company; supervise, train, and evaluate assigned part-time staff assisting with facility monitoring.

Monitor and inspect City recreation facilities; determine safety and maintenance needs; schedule maintenance as needed; communicate maintenance, custodial, or security issues to appropriate personnel; implement needed maintenance and improvements or recommends changes in services, facility and operations

Receive and process daily activity registrations and facility reservations; maintain schedules for facility usage and recreation activities; review facility rental contracts and agreements, review special conditions and insurance requirements; and ensure receipt of required documents.

Work directly with facility users providing positive public relations, courteous, friendly and professional assistance; respond to public inquiries in a courteous manner; provide information within the area of assignment; resolve complaints in an efficient and timely manner.

Perform a variety of administrative and clerical support functions including screening office and telephone callers; respond to complaints and requests for information on regulations, procedures, systems and precedents relating to assigned responsibilities; screen, sort and distribute mail; respond to routine correspondence; prepare periodic reports; maintain files and records; maintain and order office supplies; receive invoices and check for accuracy; process payments; type and proofread a wide variety of reports, letters, memoranda, correspondence.

Assist with policy and procedure development regarding facility operations including implementation of department goals and objectives and approved policies and procedures.

Assist in the preparation and administration of the recreation program budget; submit budget recommendations; monitor expenditures.

Assist with production of newsletters, flyers, brochures and other print media.

Serve as staff liaison on various City recreation or community related committees and sub-committees as assigned by the department manager; attend a variety of meetings; prepare and compile agenda packets; take and prepare minutes; disseminate information as appropriate.

Perform a variety of clerical accounting duties associated with financial record keeping, accounts payable, accounts receivable, City services billing or the preparation of payroll; process payments and refunds related to cash, credit and debit transactions; reconcile and deposit payments.

Maintain financial records for assigned accounts; set up new accounts according to established procedures; maintain confidentiality of information and records.

Maintain a variety of complex and/or confidential records, time cards and files; provide appropriate human resource staff with confidential employee information as requested.

Maintain the website for Parks and Recreation activity registrations.

AUXILIARY FUNCTION STATEMENTS

Provides a high level of customer service at all times; project and maintain a positive image on behalf of the City of Camas with those contacted in the course of work.

Follow all safety rules and procedures established for work area.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

City facility and property policies and procedures; basic facility inspection techniques.

Modern office procedures, methods and computer equipment.

Methods and techniques of proper phone etiquette.

Basic principles and procedures of filing and record keeping.

English usage, spelling, grammar and punctuation.

Principles of business letter writing and basic report preparation.

Principles of lead supervision and training.

Operations and activities of assigned department or program.

Basic mathematical and accounting principles.

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

Knowledge and application of equipment set up/take down procedures and proper storage.

Principles of supervision and personnel training.

Procedures, methods and techniques of budget preparation and administration.

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

Modern office equipment including computer operations and maintenance.

Equipment used in various recreational activities.

Principles and practices of basic first aid.

Occupational hazards and standard safety precautions.

Ability to:

Operate a variety of office equipment including copiers, facsimile machine and computer; input and retrieve data and text; organize and maintain disk storage and filing.

Supervise, organize, train and evaluate the work of assigned personnel.

Recommend and implement goals, objectives and practices for providing effective facility oversight.

Perform basic clerical accounting skills.

Interpret and explain City policies and procedures.

Respond to emergency situations and perform first aid as necessary.

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.

Perform general clerical work including maintaining files and compiling information for reports.

Maintain confidential records and reports.

Type and/or enter data on a computer at a speed necessary for successful job performance.

Effectively respond to requests and inquiries from the general public.

Operate office equipment including computers and supporting word processing applications.

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

Respond to and resolve difficult and sensitive citizen inquiries and complaints.

Work independently in the absence of supervision.

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 completion of twelfth grade supplemented by course work in business administration, public administration, recreation administration or a related field.

Experience:

Two years of clerical or administrative support or experience, preferably in recreation facilities operation experience.

License or Certificate

Possession of an appropriate, valid state driver's license.

Possession of an appropriate, valid First Aide/CPR certification.

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: Normal office setting with exposure to computer screens; some travel to attend meetings; light exposure to the outdoors.

Mobility: Incumbents require sufficient mobility to work in an office setting, operating office equipment.

Vision: Vision sufficient to read computer screens and other printed documents, and to operate assigned 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.

Effective 7/1/2016

Position							
	1	2	3	4	5	6	7
Recreation Facilities Coordinator	3931	4049	4171	4295	4424	4556	4695

RESOLUTION NO. 16-013

A RESOLUTION eliminating the two hour time limit for certain parking spaces on NE 3rd Avenue, NE Birch Street, and NE Cedar Street.

WHEREAS, CMC10.08.010, allows the City Council from time to time to impose parking time limits for designated streets and locations within the city; and

WHEREAS, the parking time limit for the south side of North East 3rd Avenue between Birch Street and Dallas Street is currently two hours, and

WHEREAS, the parking time limit for the four northernmost spaces on the east side of North East Cedar Street between 2nd Avenue and 3rd Avenue is currently two hours; and

WHEREAS, the parking time limit on the east side of North East Birch Street south of 3rd Avenue is currently two hours; and

WHEREAS, the Council desires to eliminate the two hour parking time limit from all spaces referenced herein; and

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

Section I

The parking time limit on the south side of North East 3rd Avenue between Birch Street and Dallas Street shall be unrestricted.

Section II

The parking time limit on the east side of North East Birch Street south of North East 3rd Avenue shall be unrestricted.

Section III

The parking time limit for the four northernmost spaces on the east side of North East Cedar Street between North East 2nd Avenue and North East 3rd Avenue shall be unrestricted. The parking time limit on the east side of NE Birch Street south of North East 3rd Avenue shall be unrestricted.

Section IV

The City Engineer is directed to remove the obsolete signs.

Section V

This Resolution shall be effective upon the removal of the obsolete signs by the City Engineer.

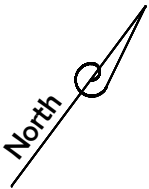
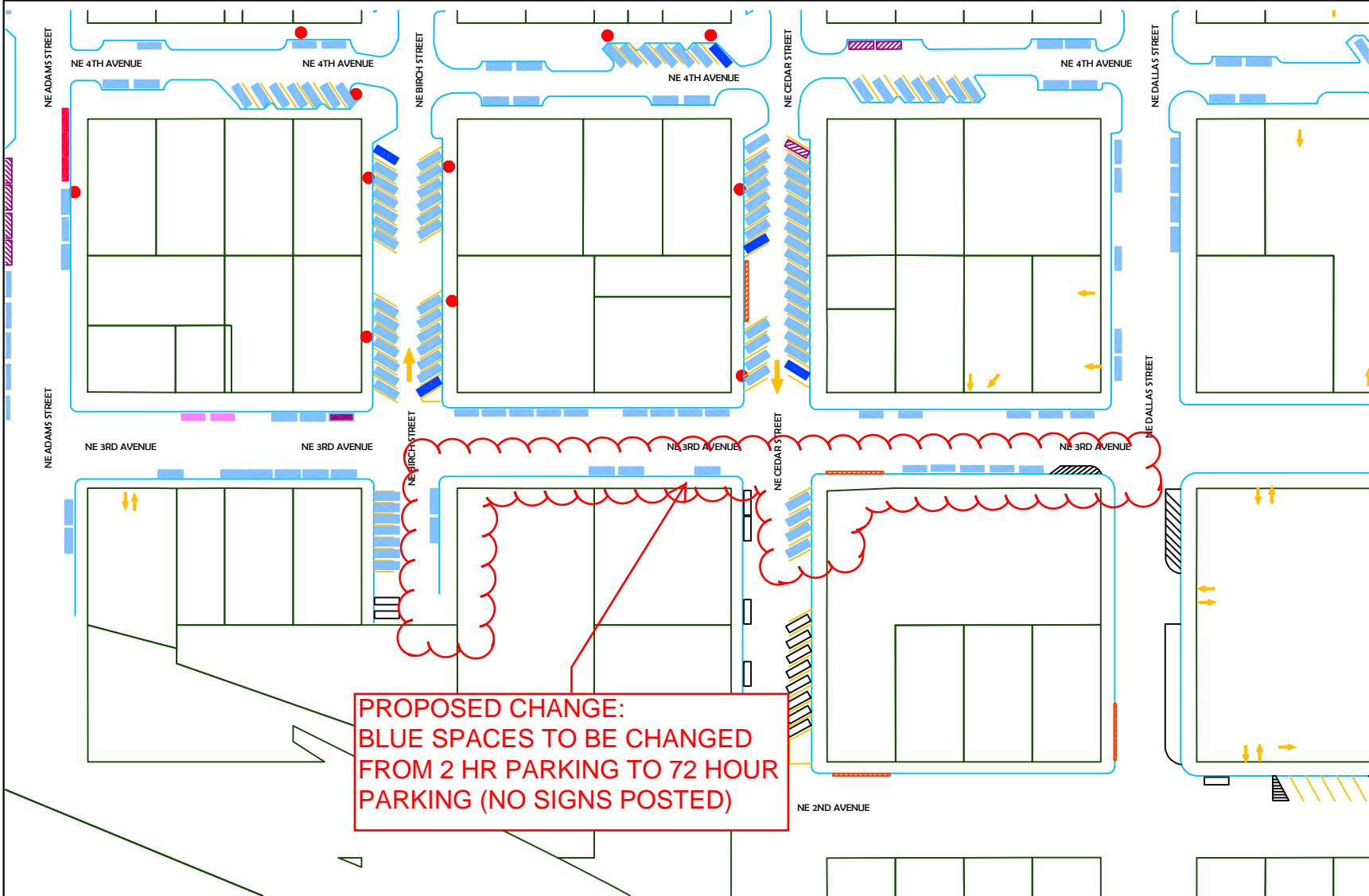
ADOPTED by the Council at a regular meeting this _____ day of July 2016.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



COLOR KEY

- 6 HOUR PARKING
- 3 HOUR PARKING
- 2 HOUR PARKING
- 1 HOUR PARKING
- 30 MIN PARKING
- 10 MIN PARKING
- HANDICAP PARKING ONLY
- LOADING ZONE
- NO PARKING
- NO SIGNS POSTED (72 HR)

NOTE: MAP IS BASED ON THE MOST CURRENT AVAILABLE FILE INFORMATION. ACTUAL SIGNAGE MAY VARY DEPENDING ON RECENT CHANGES.

CITY OF CAMAS 606 NE 4th Ave, Camas, WA 98607 Ph: (360) 817-1561		
PUBLIC WORKS DEPARTMENT NE 2nd & 3rd Ave's NE Birch to NE Cedar St's DOWNTOWN CAMAS		
SCALE: NTS	DATE: MAY 2, 2016	SHEET: 1 OF 1
DRAWN BY: JE	PROJECT NUMBER	ADJUTANT NUMBER
DESIGNED BY: NA		
APPROVED BY:		

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. 16-013

AN ORDINANCE of the City of Camas, Washington, amending Ordinance No. 2706 to extend the term and change the interest rates on the City's Limited Tax General Obligation Bond Anticipation Note, 2014.

WHEREAS, the City Council of the City of Camas, Washington (the "City") passed Ordinance No. 2706, establishing a revolving line of credit in the aggregate principal amount of not to exceed \$7,000,000 to provide financing for street design, right of way acquisition and construction, liquidity for the Camas-Washougal Fire Department consolidation, large equipment and vehicle purchases, and general City liquidity and other capital improvements (collectively, the "Projects"); and

WHEREAS, the City issued its Limited Tax General Obligation Bond Anticipation Note, 2014 (the "Note") to Bank of America, N.A. (the "Bank") to evidence the line of credit; and

WHEREAS, it is in the best interest of the City to extend the term and change the interest rates of the Note, all pursuant to the proposal of the Bank dated June 30, 2016, which is attached as Exhibit A and incorporated herein by reference (the "Proposal");

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

Section 1. Extension of Term. The maturity date of the Note shall be extended from August 6, 2016 to August 6, 2018.

Section 2. Changes to Interest Rates. Pursuant to the Proposal, this ordinance shall amend Ordinance No. 2706, as appropriate, to change the interest rates on the Note. In connection, Sections 1(h), (q), (r), (s) and (t) and Section 3 of Ordinance No. 2706 shall be amended as follows (with additions underlined and deletions stricken):

(h) "*LIBOR Fixed Rate*" means the interest rate determined by the following formula. (All amounts in the calculation will be determined by the Bank as of the first day of the interest period)

$$\text{LIBOR Fixed Rate} = \text{LIBOR} / (1.00 - \text{Reserve Percentage}).$$

LIBOR means, for any applicable interest period, the rate per annum equal to the London Interbank Offered Rate (or a comparable or successor rate which is approved by the Bank), as published by Bloomberg (or other commercially available source providing quotations of such rate as selected by the Bank from time to time) at approximately 11:00 a.m. London time two London Banking Days before the commencement of the interest period, for U.S. Dollar deposits (for

delivery on the first day of such interest period) with a term equivalent to such interest period; provided that (i) to the extent a comparable or successor rate is approved by the Bank, in connection herewith, the approved rate shall be applied in a manner consistent with market practice; provided, further that to the extent such market practice is not administratively feasible for the Bank, such approved rate shall be applied in a manner otherwise reasonably determined by the Bank, and (ii) if LIBOR shall be less than zero, LIBOR shall be deemed to be zero for purposes of this ordinance.

(q) “*Tax-Exempt LIBOR Daily Floating Rate Option*” means a rate per year equal to 70% of the LIBOR Daily Floating Rate, plus 0.60%.

(r) “*Tax-Exempt LIBOR Fixed Rate Option*” means a rate per year equal to 70% of the LIBOR Fixed Rate, plus 0.60%. All draws made at the Tax-Exempt LIBOR Fixed Rate Option must be in a minimum amount of \$250,000 and must have an interest rate period of one, two, three or six months; and no more than three draws bearing interest at either the Tax-Exempt LIBOR Fixed Rate Option or Taxable LIBOR Fixed Rate Option may be outstanding at any one time.

(s) “*Taxable LIBOR Daily Floating Rate Option*” means a rate per year equal to the LIBOR Daily Floating Rate plus 0.95%.

(t) “*Taxable LIBOR Fixed Rate Option*” means a rate per year equal to the LIBOR Fixed Rate plus 0.95%. All draws made at the Taxable LIBOR Fixed Rate Option must be in a minimum amount of \$250,000 and must have an interest rate period of one, two, three or six months; and no more than three draws bearing interest at either the Tax-Exempt LIBOR Fixed Rate Option or Taxable LIBOR Fixed Rate Option may be outstanding at any one time.

(u) “*Reserve Percentage*” means the total of the maximum reserve percentages for determining the reserves to be maintained by member banks of the Federal Reserve System for Eurocurrency Liabilities, as defined in the Federal Reserve Board Regulation D, rounded upward to the nearest 1/100 of one percent. The percentage will be expressed as a decimal, and will include, but not be limited to, marginal, emergency, supplemental, special and other reserve percentages.

Section 3. Authorization of the Note; Payment, Registration and Transfer. In order to finance capital expenditures and general City liquidity needs, the City shall establish a revolving line of credit and issue and sell a note to evidence such line. The Note shall be designated the “City of Camas, Washington Limited Tax General Obligation Bond Anticipation Note, 2014” and issued in the denomination of not to exceed \$7,000,000 (the “Note”). The Note shall be dated the date of delivery to the Bank (the “Date of Delivery”).

Interest on the outstanding principal balance of the Note shall be payable quarterly, on each January 1, April 1, July 1 and October 1, commencing October 1, 2014, calculated on the basis of a 360-day year and the actual number

of days elapsed. The Note matures on, and all outstanding principal and interest on the Note must be paid by, a date that is two years from the dated date of the Note (the "Maturity Date"). The Note is a revolving line of credit, so that principal amounts previously advanced and repaid may be drawn again; provided that the aggregate principal amount of all draws under the Note that have not been repaid may at no time exceed \$7,000,000. Each draw pursuant to a Request for Draw for any portion of proceeds to be used for a permitted tax-exempt purpose under the Code and satisfying the conditions set forth in Section 8(c) of this ordinance regarding conditions for the initial tax-exempt draw, shall bear interest at the Tax-Exempt LIBOR Daily Floating Rate Option or the Tax-Exempt LIBOR Fixed Rate Option. Each draw pursuant to a Request for Draw for any portion of proceeds that is not used for a permitted tax exempt-purpose under the Code shall bear interest at the Taxable LIBOR Daily Floating Rate Option or the Taxable LIBOR Fixed Rate Option. Interest on each draw shall accrue from its date until paid and such interest shall be computed on the principal amount outstanding on each day and at the applicable interest rate for that day during the applicable interest period on the basis of a 360-day year and the actual days elapsed. Interest payable on the Note on each interest payment date shall be the sum of interest accruing on all the outstanding draws during the interest period.

Any Request for a Draw shall be in the updated form of Exhibit A attached. Each Authorized Officer is hereby authorized to review and determine whether the draw is for a permitted tax-exempt purpose select either the Tax-Exempt LIBOR Daily Floating Rate Option or the Tax-Exempt LIBOR Fixed Rate Option or that it is not for a permitted tax-exempt purpose and select either the Taxable LIBOR Daily Floating Rate Option or the Taxable LIBOR Fixed Rate Option that such Authorized Officer finds in the best interest of the City for each draw on the Note.

Notwithstanding the foregoing, so long as an event of default (as defined in Section 11) has occurred and is continuing hereunder, outstanding principal amounts will bear interest at a default rate 8.05% in excess of the interest rate otherwise applicable under the Note.

The Note shall be issued in fully registered form. Both principal of and interest on the Note shall be payable in lawful money of the United States of America by check, warrant, wire transfer or automatic clearinghouse funds. The Bank will give 10 days' prior notice to the City of the approximate amount (depending on changes in the interest rate occurring after the date of such notice) to be debited. Principal and interest shall be an obligation only of the Note Fund. The City Finance Director shall act as Note Registrar.

The outstanding principal balance of the Note on any particular day shall be the aggregate of all funds which the City has drawn from the date of the Note to that day less the aggregate of all principal payments made by the City on or before that day. Interest on a particular principal amount so advanced shall be determined from the date of the advance of Note proceeds pursuant to a Request for Draw by the City.

A Request for Draw pursuant to the Note may be made by an Authorized Officer in writing at any time prior to the Maturity Date, so long as no event of default (as defined in Section 11) has occurred and is continuing. Requests for Draw shall include requests by email or fax bearing a facsimile signature of an Authorized Officer. The City hereby delegates to the Authorized Officers authority to make a Request for Draw, and determining the tax status of the draw and setting the interest rate, pursuant to this ordinance.

The Bank shall incur no liability to the City or to any other person in acting upon any notice or other communication which the Bank believes in good faith to have been given by an official or other person authorized to borrow on behalf of the City, or otherwise acting in good faith in making advances pursuant to this ordinance.

The Note may be assigned or transferred only in whole and only if endorsed in the manner provided thereon and surrendered to the Note Registrar, subject to the Bank's representations in a certificate to be provided on the Date of Delivery. Any such transfer shall be without cost to the owner or transferee and shall be noted in the Note Register. The Note may only be assigned by the Bank to another qualified investor satisfying the requirements set forth in the certificate to be signed by the Bank on the Date of Delivery.

All other provisions of Ordinance No. 2706 shall remain unchanged.

Section 3. Expenses. The City shall pay (a) the Bank a renewal fee of \$7,000 in connection with the extension of the Note, (b) reimburse the Bank for its legal fees in the amount of not to exceed \$3,000; and (c) pay to the Bank, quarterly in arrears, a fee for the unused portion of the Bank's commitment, which fee shall equal 0.275% per annum and calculated on the difference between \$7,000,000 and the average Outstanding Principal Balance of the Note for the preceding quarterly period, beginning on October 1, 2014, on the basis of actual number days elapsed in a 360-day year. Payments of such fees shall be made by check, wire transfer or other mutually acceptable means to the Bank or to its designated payee.

Section 4. OFAC Representations. The City warrants that the representations made in Section 10(c) of Ordinance No. 2706 remain true and correct as of the date of this Ordinance.

Section 5. General Authorization and Ratification. The Mayor, City Administrator, Finance Director and other appropriate officers of the City are authorized to take any action necessary to implement this ordinance and the terms of the Proposal.

Section 6. 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 18th day of July, 2016.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Bond Counsel

EXHIBIT A

**CITY OF CAMAS, WASHINGTON
LIMITED TAX GENERAL OBLIGATION BOND ANTICIPATION NOTE, 2014
REQUEST FOR DRAW NO. _____**

TO: _____

On behalf of the City of Camas, Washington (the "City"), I hereby certify that:

1. I am an Authorized Officer of the City, authorized by Ordinance No. 2706 of the City Council of the City passed on June 16, 2014, as amended by Ordinance No. _____ (together, the "Note Ordinance") to request this draw under the City's Limited Tax General Obligation Bond Anticipation Note, 2014 (the "Note") and to make the representations on behalf the City set forth herein. Capitalized terms used herein shall have the meanings given in the Note Ordinance.

2. The City requests a draw under the Note in the amount of: \$_____.

The aggregate outstanding amount of draws requested under the Note, including this draw, do not exceed \$7,000,000. Please disburse the draw to the City on _____, 201__, by depositing funds to the City's account at [insert account information].

3. This draw shall bear interest in (check one of the following):

- ☐ the Tax-Exempt LIBOR Daily Floating Rate Option.
- ☐ the Tax-Exempt LIBOR Fixed Rate Option for a _____-month interest period (one, two, three or six months permitted, may not extend beyond the Maturity Date).
- ☐ the Taxable LIBOR Daily Floating Rate Option.
- ☐ the Taxable LIBOR Fixed Rate Option for a _____-month interest period (one, two, three or six months permitted, may not extend beyond the Maturity Date).

4. The draw will be expended for purposes authorized by the Note Ordinance.

5. Except as previously disclosed to the Bank, there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental body pending or, to the best of the knowledge of the City, threatened against the City that, in the reasonable judgment of the City, would have a material and adverse effect on the ability of the City to pay the amounts due under the Note Ordinance and the Note.

6. All representations of the City in the Note Ordinance were true and correct when made, and remain true and correct on this date.
7. If the draw shall bear interest under the Tax-Exempt LIBOR Fixed Rate Option or Taxable LIBOR Fixed Rate Option, the City hereby certifies (a) that the amount of the draw equals or exceeds \$250,000, (b) that after such draw is made there shall be no more than three draws outstanding that are bearing interest at either the Tax-Exempt LIBOR Fixed Rate Option or Taxable LIBOR Fixed Rate Option, and (c) that the date designated in paragraph 2 above for disbursement is at least three London Banking Days after the delivery of this request for draw.

Dated as of this ____ day of _____, 201_.

CITY OF CAMAS, WASHINGTON

By: _____
Authorized Officer

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 July 18, 2016, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is July ____, 2016.

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: _____, 2016.

CITY OF CAMAS, WASHINGTON

City Clerk