



CITY COUNCIL REGULAR MEETING AGENDA

Monday, November 5, 2018, 7:00 PM
City Hall, 616 NE 4th Avenue

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



I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. October 15, 2018, Camas City Council Regular and Workshop Meeting Minutes
 -  [October 15, 2018 Camas City Council Regular Meeting Minutes - Draft](#)
 - [October 15, 2018 Camas City Council Workshop Meeting Minutes - Draft](#)
- B. Automated Clearing House and Claim Checks Approved by Finance Committee
- C. The Village at Camas Meadows Subdivision Phase 1 Final Plat Approval, Consisting of 30 Lots; Preliminary Plat Approval was on July 27, 2016 (Submitted by Lauren Hollenbeck)
 -  [Staff Report](#)
 - [Village at Camas Meadows Phase 1, Sheet 1 of 3](#)
 - [Village at Camas Meadows Phase 1, Sheet 2 of 3](#)
 - [Village at Camas Meadows Phase 1, Sheet 3 of 3](#)

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

VI. NON-AGENDA ITEMS

- A. Staff
- B. Ceremonial Presentation to Citizens who Provided Assistance at Boating Accident
Presenter: Nick Swinhart, Fire Chief
- C. Council

VII. MAYOR

- A. Announcements

- B. Mayor's Volunteer Spirit Award

VIII. MEETING ITEMS

- A. Ordinance No. 18-017 Approving State Public Works Board \$1,000,000 Loan - SR
500 and Lake Road Intersection Improvements
Presenter: Cathy Huber Nickerson, Finance Director

 [Ordinance 18-017 - City of Camas Loan from State Public Works Board](#)
[PWB Pre-Construction Loan Contract #PR18-96103-059](#)

IX. PUBLIC COMMENTS

X. EXECUTIVE SESSION

- A. Real Estate Acquisition, per RCW 42.30.110(1)(b)

XI. ADJOURNMENT

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



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT
Monday, October 15, 2018, 7:00 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

Mayor Pro Tem Chaney 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, Deanna Rusch, Melissa Smith and Shannon Turk

Staff: Jerry Acheson, Sam Adams, Bernie Bacon, Phil Bourquin, Pete Capell, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson, Robert Maul, Nick Swinhart, Connie Urquhart and Steve Wall.

Press: Cooper Green, Camas-Washougal Post-Record

IV. PUBLIC COMMENTS

Dave Lattanzi, 2535 NW Quartz, Camas, commented about the proposed utility tax.

Ken Navidi, 2413 SE 283rd Avenue, Camas, commented about urban growth.

V. ITEMS ADDED TO THE AGENDA





Mayor Pro Tem Chaney announced that an addiitonal Executive Session to discuss the acquisition of real estate has been added to the agenda.

VI. CONSENT AGENDA

- A. October 1, 2018, Camas City Council Regular and Workshop Meeting Minutes

 [October 1, 2018 Camas City Council Workshop Meeting Minutes - draft](#)
[October 1, 2018 Camas City Council Regular Meeting Minutes - draft](#)

- B. \$924,321.76 Automated Clearing House and Claim Checks Numbered 138514 to 138663

- C. \$49,850 ADS Environmental Services Professional Services Agreement (Submitted by Sam Adams)
 [ADS Flow Monitoring Services](#)
[ADS Proposal for Flow Monitoring Services](#)
- D. \$77,332.18 September 2018 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Pam O'Brien)
- E. \$570,140 Harper Houf Peterson Righellis Inc. NE 3rd Avenue Bridge Seismic Retrofit Design, Permitting and Right of Way Professional Services Agreement (Submitted by James Carothers)
 [NE 3rd Avenue Bridge Consultant Agreement](#)
- F. 2018 Asphalt Rubber Chip Seal Project Accepted Complete; Warranty Period Begins (Denis Ryan)
- G. 2018 Job Roster Reclassification of Two Engineering Technician Positions to Engineer I. (Submitted by Steve Wall)
- H. \$213,111.15 Camp Lacamas STEP Sewer Project Contract Award to Clark and Sons Excavating, Inc. (Submitted by James Carothers)
 [Camp Lacamas STEP Sewer Project Bids](#)
- I. NW 6th and Norwood Intersection Improvements Final Acceptance (Submitted by James Carothers)
 [NW 6th and Norwood Intersection Improvements Final Pay Estimate](#)

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

VII. NON-AGENDA ITEMS

A. Staff

There were no items from staff.

B. Council

Rusch commented about Planning Commission.

Hogan commented about Boo Bash.

VIII. MAYOR

A. Announcements

Mayor Pro Tem Chaney had no announcements.

B. Red Ribbon Week Proclamation

 [20181015 Red Ribbon Week Proclamation UNSIGNED](#)

Mayor Pro Tem Chaney announced October 23-31, 2018, as Red Ribbon Week in the City of Camas.

C. Extra Mile Day Proclamation

 [Extra Mile Day Proclamation](#)

Mayor Pro Tem Chaney announced November 1, 2018, as Extra Mile Day in the City of Camas.

D. Mayor's Volunteer Spirit Award

 [October 2018 Caroline Mercury](#)

Mayor Pro Tem presented Caroline Mercury with the October 2018 Mayor's Volunteer Spirit Award.

IX. MEETING ITEMS

A. Resolution No. 18-011 Approving the Parks Impact Fees (PIF) Update Dated September 2018

Presenter: Jerry Acheson, Parks and Recreation Manager

 [Staff Report](#)

[Resolution No. 18-011 Approving Option 1 PIF Update with ADU Charges](#)

[Resolution No. 18-011 Approving Option 2 PIF Update with No ADU Charges](#)

It was moved by Council Member Rusch, and seconded, that Resolution No. 18-011, option 2 with no ADU charges, be read by title only. The motion carried unanimously.

It was moved by Council Member Carter, and seconded, that Resolution No. 18-011, option 2 with no ADU charges, be adopted. The motion carried unanimously.

B. Ordinance No. 18-016 Amending Chapter 3.88.070 of Camas Municipal Code (CMC) Relating to Park and Open Space Impact Fees

Presenter: Jerry Acheson, Parks and Recreation Manager

 [Ordinance No. 18-016 Amending Park Impact Fees](#)

It was moved by Council Member Turk, and seconded, that Ordinance No. 18-016 be read by title only. The motion carried unanimously.

It was moved by Council Member Smith, and seconded, that Ordinance No. 18-016, be adopted and published according to law. The motion carried unanimously.

- C. Ordinance No. 18-015 Authorizing Issuance, Sale and Delivery Not to Exceed \$10,500,000 2018 Limited General Obligation Bond
Presenter: Cathy Huber Nickerson, Finance Director

 [Ordinance No. 18-015 2018 Limited General Obligation Bond](#)
[2- Ordinance No. 18-015 2018 Limited General Obligation Bond](#)

It was moved by Council Member Rusch, and seconded, that Ordinance No. 18-015, for issuance, sale and delivery not to exceed \$11,500,000 Limited General Obligation Bond, be read by title only. The motion carried unanimously.

It was moved by Council Member Rusch, and seconded, that Ordinance No. 18-015, for \$11,500,000, be adopted and published according to law. The motion carried by the following vote:

Yes: Council Member Anderson, Council Member Carter, Council Member Chaney, Council Member Hogan, Council Member Rusch, Council Member Smith and Council Member Turk

X. PUBLIC COMMENTS

Phillip Mitchell, 3634 NE Sitka Drive, Camas, commented about urban growth.

XI. EXECUTIVE SESSION

- A. Executive Session to discuss the acquisition of real estate, per RCW 42.30.110

Mayor Pro Tem Chaney stated that the Executive Session was scheduled to last approximately 10 minutes and that no action would be taken.

He recessed the meeting at 7:34 p.m. It was held in the Mayor's office at City Hall.

Elected officials present were: Mayor Pro Tem Chaney, Council Members Anderson, Carter, Hogan, Rusch, Smith and Turk. Others present were City Attorney Shawn MacPherson, City Administrator Pete Capell and Public Works Director Steve Wall.

The Executive Session concluded and Mayor Pro Tem Chaney reconvened the meeting at 7:43 p.m.

B. Executive Session to discuss litigation or potential litigation, per RCW 42.30.110(i)(ii)

Mayor Pro Tem Chaney stated that the Executive Session was scheduled to last approximately 30 minutes and that no action would be taken.

He recessed the meeting at 7:43 p.m. It was held in the Mayor's office at City Hall.

Elected officials present were: Mayor Pro Tem Chaney, Council Members Anderson, Carter, Hogan, Rusch, Smith and Turk. Others present were City Attorney Shawn MacPherson, City Administrator Pete Capell and Fire Chief Nick Swinhart.

The Executive Session concluded and Mayor Pro Tem Chaney reconvened the meeting at 8:11 p.m.

XII. ADJOURNMENT

The meeting adjourned at 8:11 p.m.

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



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT
Monday, October 15, 2018, 4:30 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. ROLL CALL

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

Staff: Jerry Acheson, Sam Adams, Bernie Bacon, Phil Bourquin, Pete Capell, James Carothers, Jennifer Gorsuch, Jim Hodges, Cathy Huber Nickerson, Mitch Lackey, Madeline Sutherland, Nick Swinhart, Connie Urquhart and Steve Wall.

Press: Cooper Green, Camas-Washougal Post-Record

III. PUBLIC COMMENTS

Emma Cox, 639 NW Fremont, Camas, commented about the Camas Youth Advisory Council (CYAC) Candidate Forum.

IV. WORKSHOP TOPICS

- A. Park and Open Space Impact Fee Update
Presenter: Jerry Acheson, Parks and Recreation Manager

 [Staff Report](#)

[Camas Park Impact Fee \(PIF\) Update Report](#)

[Ordinance Amending CMC 3.88 Park Impact Fee](#)

[Resolution Approving PIF Update Option 1 with ADU Charges](#)

[Resolution Approving PIF Update Option 2 with no ADU Charges](#)

Acheson and Bourquin provided an overview to Council about the Camas Park Impact Fee Update.

The ordinance and resolution were also placed on the October 15, 2018 Regular Meeting Agenda for Council's consideration.

- B. 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 staff is working with the Camas School District about

public outreach regarding the miscellaneous completed and upcoming infrastructure improvements in the Grass Valley area.

Wall stated that the City's drilling contractor for the new water source well near Lake Road and Leadbetter Drive encountered rock. Staff directed the contractor to continue using different methods, which may result in an additional expense on the project.

Wall provided Council an update about the Clark County Transportation Alliance and Governmental Affairs Roundtable meeting. Priorities include funding for a new Interstate 5 Bridge, intersection improvements at State Route (SR) 500 and Lake Road in Camas, and other significant projects throughout the County.

- C. Ordinance No. 18-015 Authorizing the Issuance, Sale and Delivery of not to Exceed \$10,500,000 Limited General Obligation Bond Issue
Presenter: Cathy Huber Nickerson, Finance Director

 [Ordinance No. 18-015 2018 Limited General Obligation Bond](#)

Huber Nickerson and Capell provided an overview of the bond ordinance that was also placed on the October 15, 2018 Regular Meeting Agenda for Council's consideration.

- D. 2019 Property Tax Levies
Presenter: Cathy Huber Nickerson, Finance Director

 [City of Camas 2019 Levies](#)

Huber Nickerson provided an overview of the 2018 Property Tax Levies presentation.

- E. 2019-2020 Recommended Budget Utility Tax Discussion
Presenter: Cathy Huber Nickerson, Finance Director

 [2019-2020 Recommended Budget Utility Taxes Option](#)

Huber Nickerson provided an overview of the recommended 2019-2020 Utility Tax presentation.

- F. Camas-Washougal Fire Department (CWFD) 2019-2020 Biennial Budget Discussion
Presenters: Cathy Huber Nickerson, Nick Swinhart and Pete Capell

 [CWFD Budget Discussion for 2019-2020 Biennial Budget](#)

Huber Nickerson, Swinhart and Capell provided an overview of the 2019-2010 Camas-Washougal Fire Department (CWFD) Biennial Budget.

- G. 2019-2020 Recommended Operating Budget
Presenter: Cathy Huber Nickerson, Finance Director

 [2019-2020 Recommended Operating Budget](#)

Huber Nickerson provided an overview of the recommended 2019-2020 Operating Budget.

- H. 2019 Community Development Block Grant (CDBG) Application
Presenter: James Carothers, Engineering Manager

 [2019 CDBG Application Staff Report](#)

[2019 CDBG Application Presentation](#)

Carothers and Hodges provided an overview of the Community Development Block Grant (CDBG) Application; there will be a public hearing in November.

- I. Solid Waste and Recycling Rate Collection Presentation
Presenter: Sam Adams, Utilities Manager

 [Solid Waste Rates and Collection Staff Report](#)

[Solid Waste Rate Presentation](#)

Due to the meeting time constraints, this item was not discussed and will be placed on a future agenda.

- J. Community Development Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director
Due to the meeting time constraints, this item was not discussed.

- K. Community Center Update
Presenter: Pete Capell, City Administrator

 [Community Center Update Staff Report](#)

Due to the meeting time constraints, this item was not discussed and will be placed on a future agenda.

- L. City Administrator Miscellaneous Updates and Scheduling
Details: This is a placeholder for miscellaneous or scheduling items.
Presenter: Pete Capell, City Administrator
Due to the meeting time constraints, this item was not discussed.

V. COUNCIL COMMENTS AND REPORTS

Turk will attend the C-TRAN meeting tomorrow.

Rusch will attend the next Planning Commission meeting.

Anderson will attend the next East County Fire and Rescue (ECFR) meeting.

Smith attended the Chamber of Commerce meeting.

Carter attended the Library Board of Trustees meeting and the Downtown Camas Association (DCA) meeting.

Hogan attended the Administrative Committee meeting and will be attending separate Georgia-Pacific (GP) and Camas-Washougal Economic Development Association (CWEDA) meetings.

Chaney attended the City-Schools partnership meeting, which City of Camas and Camas School District representatives attend.

VI. PUBLIC COMMENTS

Adam Brice, 26305 NE 10th Street, Camas, commented about the Camas-Washougal Fire Department (CWFD).

VII. ADJOURNMENT

The meeting adjourned at 6:30 p.m.

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

STAFF REPORT

Final Plat for The Village at Camas Meadows Subdivision Phase 1

File No. FP18-06 (Related File: SUB15-04; MINMOD18-02)

Type I

TO: City Council

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

DATE: October 29, 2018

LOCATION: The development is located east of NW Payne Street between NW Lake Road and NW Camas Meadows Drive in the SW ¼ of Section 28, Township 2 North, Range 3 East, of the Willamette Meridian; and described as tax parcel 986046760.

APPLICANT/OWNER: Gus Harb
Harb Engineering, Inc
701 Columbia Street, Suite 111
Vancouver, WA 98660

APPLICABLE LAW: The final plat application was submitted August 15, 2018, and the applicable codes are those codes that were in effect at the date of application. Camas Municipal Code Chapters (CMC): Title 18 Zoning (not exclusively): CMC Chapter 17.21 Procedures for Public Improvements; and CMC Chapter 18.55 Administration and Procedures; and RCW Chapter 58.17.

BACKGROUND INFORMATION:

- Total site area for Phase 1: 3.7 acres
- Lots: 30 attached residential dwellings
- Zoning: MF-18 Multi-Family Residential

The Village at Camas Meadows Phase 1 is the first phase of a 19.5-acre subdivision (originally), which received preliminary plat approval on July 27, 2016, for 77 residential lots including a future development tract for apartments. At the time of writing this staff report the applicant has either completed the improvements on site, or has provided acceptable financial security to complete the improvements pursuant to the Camas Municipal Code.

This staff report addresses the requirements for final plat approval. Staff found that the application met the requirements of Final Plat approval in accordance with CMC§17.21.060.

Conditions of Approval (FP18-06)	Findings
A. Standard Conditions of Approval	
1. All construction plans will be prepared in accordance with City of Camas standards. The plans will be prepared by a licensed civil engineer in Washington State and submitted to the City for review and approval.	Complete
2. Underground (natural gas, CATV, power, street light and telephone) utility plans shall be submitted to the City for review and approval prior to approval of the construction plans.	Complete
3. The applicant will be required to purchase all permanent traffic control signs, street name signs, street lighting and traffic control markings and barriers for the improved subdivision.	Complies
4. A 3% construction plan review and inspection fee shall be required for this development. The fee will be based on an engineer's estimate or construction bid. The specific estimate will be submitted to the City for review and approval. The fee will be paid prior to the construction plans being signed and released to the applicant. Under no circumstances will the applicant be allowed to begin construction prior to approval of the construction plans.	Complete
5. Any entrance structures or signs proposed or required for this project will be reviewed and approved by the City. All design will be in accordance with applicable City codes. The maintenance of the entrance structure will be the responsibility of the homeowners.	Will comply.
6. A homeowner's association (HOA) will be required for this development. The applicant will be required to furnish a copy of the CC&R's for the development to the City for review and approval. Specifically, the applicant will need to make provisions in the CC&R's for maintenance of the stormwater detention and treatment facilities, the storm drainage system, street lighting, fencing, landscaping, irrigation, parking areas, retaining walls, private roads and tracts or easements outside of the City's right of way if applicable.	CC&R's were reviewed and approved.
7. 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 Public Works Department and DAHP.	Will comply.
8. Final plat and final as-built construction drawing submittals shall meet the requirements of the CMC 17.11.060, CMC 17.01.050 and the Camas Design Standards Manual for engineering as-built submittals.	Complete
9. The applicant shall remove all temporary erosion prevention and sediment control measures from the site at the end of the two-year warranty period, unless otherwise directed by the Public Works Director.	Will comply.
10. Building permits shall not be issued prior to the City's final acceptance of the improvements and the final plat is recorded.	Will comply.
B. Special Conditions of Approval	
11. A Site Plan Review and Design Review application shall be submitted prior to final plat approval of Phase 3 for the 138 multi-family apartment development.	This condition does not apply to Phase 1.

12. Accessory dwelling units shall not be precluded from CC&R's.	Not applicable to the attached multi-family lots.
13. The applicant shall extend an 8-inch diameter waterline from the intersection of NW Camas Meadows Drive and NW Payne Road east to NW Magnolia Loop.	Complied
14. The applicant shall extend an 8-inch diameter waterline from NW Magnolia Street east and south to the northerly terminus of NW Larkspur Street and tie into the existing 8-inch diameter dead end water line in NW Larkspur Street.	Complied
15. Prior to final engineering approval of any phase, the applicant shall demonstrate to the satisfaction of the city that the proposed direct release of stormwater meets the criteria of 2.5.7 of the 2012 SMMWW, or provide an acceptable alternative regional stormwater treatment and flow control system as allowed in CMC 17.19.040(C, 3a) that will serve both this project and the Parklands at Camas Meadows development north of the site, or provide a separate on-site stormwater treatment and flow control system to serve only the subject property.	Complied
16. If direct release of stormwater flows in Lacamas Lake is approved, prior to final approval of any phase the applicant shall ensure that an adequate and acceptable perpetual stormwater easement across the Camas Meadows Golf Course is in place and recorded with Clark County."	Not applicable
17. Stormwater runoff from the proposed lots and landscaped areas of the site shall be directed into the streets and/or into a stormwater treatment system that will provide adequate phosphorus removal from the yard and landscaped areas of the site prior to release into the wetlands.	Complied
18. Public stormwater lines serving the site shall be located within the proposed roadways to the greatest extent practical. Stormwater lines not located within the ROW shall be placed in a private easement and maintained by the homeowners association.	Complied
19. The applicant shall make adequate provisions in the CC&R's at the time of final platting for the maintenance of the stormwater treatment facilities located within the NW Camas Meadows Drive extension.	Complied
20. Individual 1,500-gallon S.T.E.P. sewer systems shall be installed at the time of single-family home construction for all proposed attached lots and single-family detached lots in Phases 1 and 2. The cost of the system shall be borne by the homebuilder and a right of entry shall be granted to the city for the perpetual maintenance of these S.T.E.P. systems.	Complied. Addressed with a note on the plat.
21. Existing water wells on-site shall be properly abandoned in accordance with State and County guidelines prior to final plat approval for the particular phase that the well may be located in. Additionally, any water rights associated with the abandoned well shall be transferred to the City.	Complied
22. Prior to final engineering approval of any phase, the applicant shall make adequate provisions for sight distance easements over the lots adjacent to the substandard street centerline curves. The applicant shall note on the face of the plat any parking and or planting restrictions associated with the sight distance easements.	Not applicable. This condition was satisfied with Final Plat Ph. 2 approval (FP17-06).

23. The private road that provides access to Lots 15-18 in Phase 1 shall be placed in a tract and owned and maintained by the Homeowner's Association.	Not applicable. The plat was revised to eliminate the private road per MinMod 18-02 decision.
24. The side lot lines at the street for Lots 10/11, 13/14, 27/30, 33/34, and 36/37 in Phase 2 shall be adjusted to run radial to the curve of a curved street or alternately the proposed private roads shall be placed in a tract. The side lot lines including any required private road easement adjustments or tracts shall be shown on the final engineering plans for City review and approval.	Not applicable. This condition was satisfied with Final Plat Ph. 2 approval (FP17-06).
25. The proposed development shall not take access off of NW Nightshade Street.	Complied.
26. Prior to final engineering plan approval of any phase, the applicant shall obtain City approval of a conceptual street plan showing a feasible public street connection between Phase 1 and Phase 2 through the abutting property(ies) southwest of the site. The conceptual street plan shall, to the extend feasible, accommodate efficient development on the abutting property(ies) and minimize the need for additional grading.	Sufficient site circulation was provided to the southern abutting property and therefore complies.
27. Prior to final acceptance of the infrastructure improvement chosen for each phase, the applicant shall extend street stubs from the public street in Phase 1 (NW Orchid Street) to the south boundary of the site and the public street in Phase 2 (NW Magnolia Loop) to the east boundary of the site consistent with the approved conceptual street plan.	Street stubs were provided to the southern property line for future extension and therefore complies.
28. Street names shall be reviewed and approved by the Building Department prior to final plat approval.	Complied.
29. Automatic sprinklers installed per NFPA 13D or 13R shall be required in all new residential structures.	Will comply and addressed in plat note number 8.
30. Provisions for parking enforcement acceptable to the Fire Marshal shall be included in the CC&R's at the time of final platting.	Addressed in CC&Rs and in plat note number 9.
31. The applicant shall provide an additional 6-off street parking space in Phase 1 including an additional 9 off-street parking spaces in Phase 2 and shall be in compliance with the landscaping requirements in parking spaces in accordance with CMC 17.19.040.B.10.c.	Additional parking for Phase 1 has been provided and therefore complies.
32. Design and final acceptance of the roundabout and any associated landscaping in Phase 1 shall be reviewed for City approval prior to engineering plan approval.	Not applicable. This road has been redesigned.
33. The applicant shall provide acceptable fencing and landscaping along Camas Meadows Drive and Payne Road in accordance with CMC 17.19.040.B.11.C.	Complied.
34. The open space area within Phase 1 shall be landscaped with native, low maintenance landscaping and any landscaping specifications required for the existing powerline easement.	Complied.

35. Prior to the Building Department issuing a Certificate of Occupancy, 17 additional street trees shall be located within the planter strip or in the front yards of lots accessed by a private road or about a cul-de-sac, as approved on the final plat. Trees shall be a minimum of two-inch diameter at breast height.	Complied and addressed in plat note number 7.
36. 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.	Complied and addressed in plat note number 7.
37. Prior to final engineering plan approval of any phase, the applicant shall submit a landscape plan for City review and approval that details the location, plant species, planting and fencing notes and associated details.	Complied.
38. All building envelopes and setbacks shall be shown on the final plat.	Complied.
39. Lots shall be numbered consecutively with each phase, with the numbers starting where the last phase ended.	Complied.
40. The significant trees located in the open space area in Phase 1 shall be further analyzed for tree preservation. Any significant trees to be preserved shall be placed in a conservation easement or other permanent mechanism acceptable to the City and shall be identified on the engineering plans.	Complied but not trees identified for preservation.
41. Temporary construction fencing shall be provided around the drip line of any significant trees proposed for retention. The temporary fencing shall be in place prior to any earthwork activities to remain in place until final acceptance of site improvements.	Not applicable.
42. The applicant shall submit for Design Review approval prior to final engineering plan approval of each phase.	Will comply prior to Building permit approval
43. A note shall be added to the final plat stating that each new dwelling will be subject to the payment of appropriate impact fees at the time of building permit issuance.	Complies and addressed in plat note number 6.
44. Prior to final plat approval of Phase 2 the applicant shall modify Phase 2 Lots, 10 (41), 11(42), 30-33 (61-64), 36 67) and 37(68) to comply with the lot depth and buffering requirements for double frontage lots in CMC 17.19.030.D(6).	This condition was satisfied with Final Plat Ph. 2 (FP17-06).
C. Plat Notes	
1. A homeowner's association (H.O.A) will be required for this development. Copies of the CC&R's shall be submitted and on file with the City of Camas.	Plat note included.
2. All costs associated with the installation of the S.T.E.P. systems for individual lots will be the responsibility of said individual lot owners.	Plat note included.
3. A right of entry is hereby granted to the City of Camas for the repair and maintenance of the S.T.E.P. sewer system.	Plat note included.
4. The private road that provides access to Lots 15-18 in Phase 1, the open space area in Phase 1, the off-street parking stalls in Phase 1 and Phase 2 shall be placed in a tract and owned and maintained by the Homeowner's Association.	This note is no longer necessary per the MinMod 18-02 decision.
5. Sight distance easements are located on Lot 6 and 41 in Phase 2 and therefore are subject to parking and planting restrictions.	This plat note does not apply to Phase 1.

6. The following setbacks shall apply to: Front yard 10-feet and 18-feet at the garage front, Side yard 3-feet or 0-feet for attached units, Rear yard 10-feet. The minimum side yard flanking a street is 15-feet.	Plat note included.
7. No further short platting or subdividing will be permitted once the final plat has been recorded.	Plat note included.
8. The lots in this subdivision are subject to traffic impact fees, school impact fees, fire impact fees and park/open space impact fees. Each new dwelling unit will be subject to the payment of appropriate impact fees at the time of building permit issuance or as otherwise provided by the city.	Plat note included.
9. Prior to the Building Department issuing a Certificate of Occupancy, each lot shall install a minimum of one 2" caliper tree to be located in the planter strip or front yard of each lot, as specified on the plat. Specified trees shall be maintained in good health, and damaged or dying trees shall be promptly replaced (within six months) by the homeowner.	Plat note included.
10. Automatic fire sprinkler systems designed and installed in accordance with NFPA 13D are required in all structures.	Plat note included.
11. Illegally parked vehicles may be subject to towing or other private parking enforcement measures in accordance with the provisions outlined in the HOA documents.	Plat note included.
12. Should archaeological materials (e.g. cones, shell, stone tools, beads, ceramics, old bottles, hearth, etc.) be observed during project activities, all work in the immediate vicinity should stop and the State Department of Archaeology and Historic Preservation (360-586-3065), the City planning office, and the affected Tribe(s) should be contacted immediately. If any human remains are observed, all work should cease and the immediate area secured. Local law enforcement, the county medical examiner (360-397-8405), State Physical Anthropologist, Department of Archaeology and Historic Preservation (360-586-3534), the City planning office, and the affected Tribe(s) should be contacted immediately. Compliance with all applicable laws pertaining to archaeological resources (RCW 27.53, 27.44 and WAC 25-48) and human remains (RCW 68.50) is required. Failure to comply with this requirement could constitute a Class C Felony.	Plat note included.
D. Final SEPA Conditions (SEPA 15-18)	
1. Prior to final plat acceptance for either Phase 1 or 3, whichever comes first, the applicant shall construct the required roadway improvements along Camas Meadows Drive for a minimum paved half width of 24-feet, which includes two 12-foot travel lanes, a planter strip and a 6-foot sidewalk.	Complied.
2. Prior to final acceptance of any phase, the applicant shall dedicate right-of-way (ROW) along Payne Road of sufficient width to provide for a minimum 30-foot half width right-of-way.	Complied with Final Plat Ph.2 (FP17-06).
3. Prior to final acceptance of Phase 2, the applicant shall construct the required roadway improvements along Payne Road for a minimum paved half width of 24-feet, which includes two 12-foot travel lanes, a planter strip and a 6-foot wide sidewalk.	Complied with Final Plat Ph. 2 (FP17-06).

4. Prior to final acceptance of any phase, the applicant shall dedicate sufficient right-of-way (ROW) to provide for a perpendicular intersection at NW Payne Street and NW Camas Meadows Drive. The perpendicular intersection shall be built prior to final plat approval of any phase and shall be a minimum half width improvement of 24 feet.	Complied with Final Plat Ph. 2 (FP17-06).
5. A minimum 10-foot wide tract shall be provided along the back of lots 1-18 abutting Camas Meadows Drive. The tract shall contain at a minimum a 10-foot wide landscape buffer strip along the back of the sidewalk, a wall or fence located 10-feet from the back of the sidewalk. An additional 10-feet in lot depth behind the wall or fence for a total of 20-feet shall also be provided.	Complied.
6. CMC 17.19.030.D(6), the applicant shall submit to the City for review and approval by the community development director or designee a landscaping and fencing plan for Camas Meadows Drive that includes a 10-foot wide landscape strip with minimum 2-inch caliper trees every 30-feet on center, three-foot tall shrubs that form a continuous screen, groundcover plants that fully cover the remainder of the landscaped area, and a six foot tall sight-obscuring fence or masonry wall.	Complied.
E. Minor Modification Conditions (MinMod 18-02)	
1. Prior to final plat approval, the applicant shall submit a revised landscape plan for City review and approval.	Complied.
2. Prior to final plat approval, the applicant shall coordinate new street names for the replacement of NW McMaster Loop.	Complied.
3. The proposed modification shall comply with the approved preliminary plat decision (SUB15-04) for The Village at Camas Meadows.	Complied.

FINAL PLAT APPROVAL CRITERIA (CMC 17.21.060.E):

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

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

RECOMMENDATION:

Staff recommends that Council APPROVE the final plat for Phase 1 of The Village at Camas Meadows Subdivision (file#FP18-06) as submitted.

PLAT NOTES:

- A HOMEOWNER'S ASSOCIATION (H.O.A.) IS REQUIRED FOR THIS DEVELOPMENT. COPIES OF THE CC&R'S ARE ON FILE WITH THE CITY OF CAMAS.
- ALL COSTS ASSOCIATED WITH THE INSTALLATION OF THE STEP SYSTEMS FOR INDIVIDUAL LOTS WILL BE THE RESPONSIBILITY OF SAID INDIVIDUAL LOT OWNERS.
- A RIGHT OF ENTRY IS HEREBY GRANTED TO THE CITY OF CAMAS FOR THE REPAIR AND MAINTENANCE OF THE STEP SEWER SYSTEM.
- THE FOLLOWING SET BACKS SHALL APPLY TO:
FRONT YARD 10- FEET AND 18- FEET AT THE GARAGE FRONT.
SIDE YARD 3- FFET OR 0- FEET FOR ATTACHED UNITS
REAR YARD 10- FEET
THE MINIMUM SIDE YARD FLANKING A STREET IS 15- FFREET
- NO FURTHER SHORT PLATTING OR SUBDIVIDING OF THE LOTS CONTAINED WITHIN THIS SUBDIVISION WILL BE PERMITTED.
- THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO TRAFFIC IMPACT FEES, SCHOOL IMPACT FEES, FIRE IMPACT FEES, AND PARK/OPEN SPACE IMPACT FEES. EACH NEW DWELLING UNIT WILL BE SUBJECT TO THE PAYMENT OF APPROPRIATE IMPACT FEES AT THE TIME OF BUILDING PERMIT ISSUANCE OR AS OTHERWISE PROVIDED BY THE CITY.
- PRIOR TO THE BUILDING DEPARTMENT ISSUING A CERTIFICATE OF OCCUPANCY, EACH LOT SHALL INSTALL A MINIMUM OF ONE 2" CALIPER TREE TO BE LOCATED IN THE PLANTER STRIP OR FRONT YARD OF EACH LOT. SPECIFIED TREES SHALL BE MAINTAINED IN GOOD HEALTH, AND DAMAGED OR DYING TREES SHALL BE REPLACED WITHIN SIX MONTHS BY THE HOMEOWNER.
- AUTOMATIC FIRE SPRINKLER SYSTEMS DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA 13D ARE REQUIRED IN ALL RESIDENCES.
- ILLEGALLY PARKED VEHICLES MAY BE SUBJECT TO TOWING OR OTHER PRIVATE PARKING ENFORCEMENT MEASURES IN ACCORDANCE WITH THE PROVISIONS OUTLINED IN THE H.O.A. DOCUMENTS.
- SHOULD ARCHAEOLOGICAL MATERIALS (E.G. CONES, SHELL, STONE TOOLS, BEADS, CERAMICS, OLD BOTTLES, HEARTH, ETC.) BE OBSERVED DURING PROJECT ACTIVITIES, ALL WORK IN THE IMMEDIATE VICINITY SHOULD STOP AND THE STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (360-586-3534), THE CITY PLANNING OFFICE, AND THE AFFECTED TRIBE(S) SHOULD BE CONTACTED IMMEDIATELY. IF ANY HUMAN REMAINS ARE OBSERVED, ALL WORK SHOULD CEASE AND THE IMMEDIATE AREA SECURED. LOCAL LAW ENFORCEMENT, THE COUNTY MEDICAL EXAMINER (360-397-8405), STATE PHYSICAL ANTHROPOLOGIST, DEPARTMENT OF ARCHAEOLOGY AND AFFECTED TRIBE(S) SHOULD BE CONTACTED IMMEDIATELY. COMPLIANCE WITH ALL APPLICABLE LAWS PERTAINING TO ARCHAEOLOGICAL RESOURCES (RCW 27.53, 27.44 AND WAC 25-48) AND HUMAN REMAINS (RCW 68.50) IS REQUIRED. FAILURE TO COMPLY WITH THIS REQUIREMENT COULD CONSTITUTE A CLASS C FELONY.
- 10.00 FOOT PRIVATE STORM EASEMENT TO BE MAINTAINED BY THE INDIVIDUALS LOT OWNERS AND EASEMENT GRANTED TO THE HOMEOWNERS ASSOCIATION FOR AND INSPECTION AND MAINTENANCE AS NECESSARY.
- 52.00' FOOT RIGHT-OF-WAY DEDICATED TO THE CITY OF CAMAS WITH THIS PLAT.
- 60.00' FOOT RIGHT-OF-WAY DEDICATED TO THE CITY OF CAMAS WITH THIS PLAT.
- TRACT "C" IS A PORTION OF THE VILLAGE AT CAMAS MEADOWS PHASE 2 RECORDED IN BOOK 311 PAGE 972, AREA TO BE RETAINED BY DEVELOPER FOR FUTURE DEVELOPMENT.
- TRACT "E" PARKING AREA AND OPEN SPACE AREA TO OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- TRACT "F" STORMWATER AREA, MONUMENT SIGN AREA, AND OPEN SPACE AREA TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. AN EASEMENT FOR ACCESS AND INSPECTION GRANTED TO THE CITY OF CAMAS WITH THIS PLAT.
- TRACTS "G", "H" AND "I" ARE OPEN SPACES TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- 48' FOOT RIGHT-OF-WAY DEDICATED TO THE CITY OF CAMAS WITH THIS PLAT.
- ALL STREET TREES IN FRONT OF LOTS SHALL BE INSTALLED PRIOR TO FINAL OCCUPANCY IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN.
- THE HOME OWNERS ASSOCIATION (H.O.A) SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE 10.00 FOOT LANDSCAPE AND IRRIGATION EASEMENT LOCATED ALONG NW CAMAS MEADOWS DRIVE BETWEEN THE BACK OF SIDEWALK, TRACT "F" AND LOTS 1 THRU 18.

PERIMETER DESCRIPTION:

TRACT "D" OF THE VILLAGE AT CAMAS MEADOWS PHASE 2 ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK OF PLATS AT PAGE RECORDS OF CLARK COUNTY WASHINGTON.

UTILITY AND SIDEWALK EASEMENT:

AN EASEMENT IS HEREBY RESERVED UNDER AND UPON ALL TRACTS AND THE EXTERIOR SIX (6) FEET ON ALL BOUNDARY LINES OF THE LOTS ADJACENT TO PUBLIC AND PRIVATE ROADS AND TRACTS FOR THE INSTALLATION, CONSTRUCTION, RENEWING, OPERATING AND MAINTAINING ELECTRIC, TELEPHONE, TV, CABLE, WATER AND SANITARY SEWER SERVICES. ALL LOTS CONTAINING PARMOUNT TRANSFORMERS ARE SUBJECT TO MINIMUM CLEARANCES AS DEFINED BY CLARK PUBLIC UTILITIES CONSTRUCTION STANDARDS. ALSO, A SIDEWALK EASEMENT, AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS, SHALL RESERVED UPON THE EXTERIOR SIX (6) FEET ALONG THE FRONT BOUNDARY LINES OF ALL LOTS AND TRACTS ADJACENT TO PUBLIC STREETS.

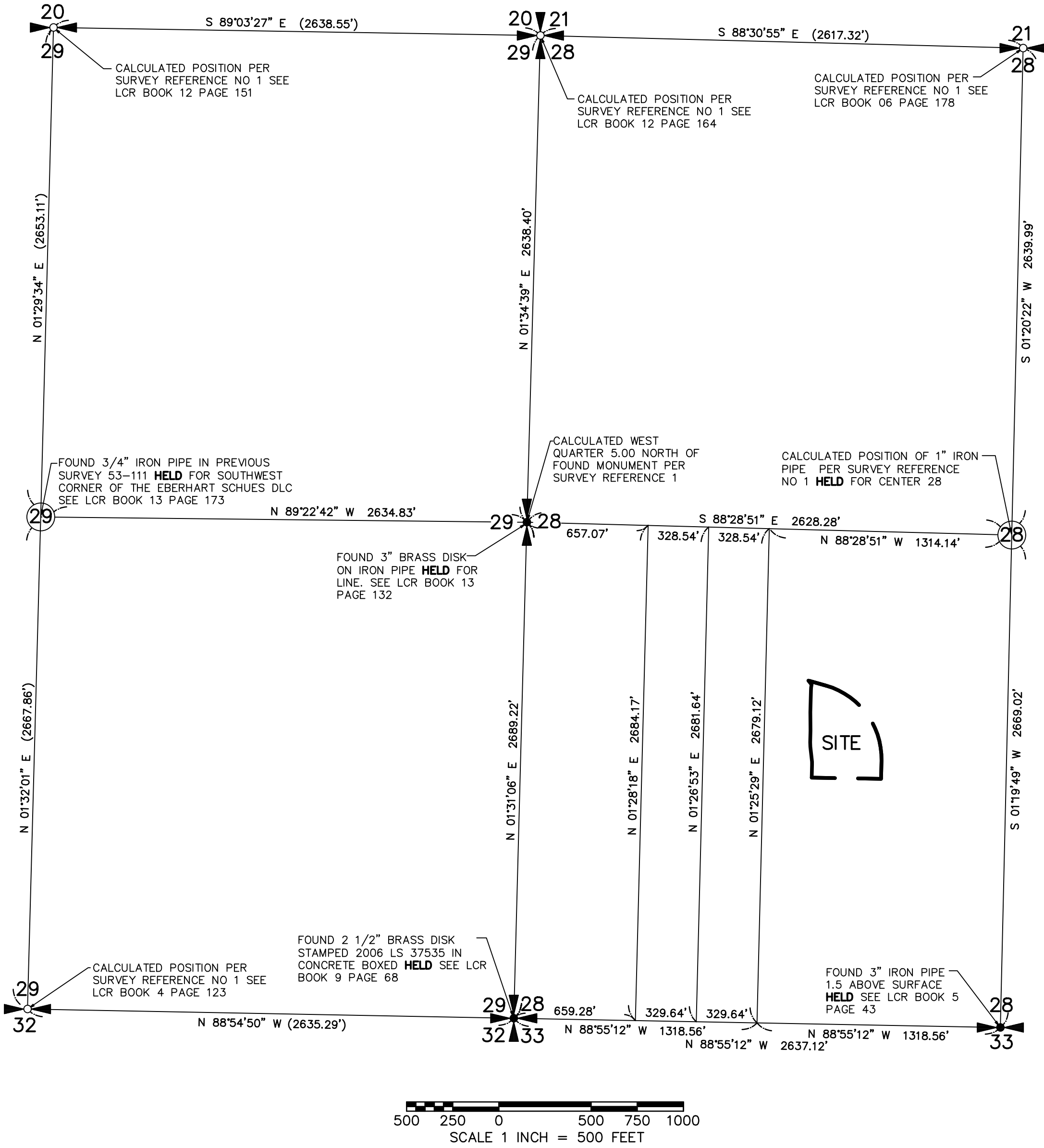
LAND INVENTORY:

A) TOTAL ACREAGE	3.71 AC
B) TOTAL DEVELOPED ACREAGE	1.43 AC
C) TOTAL LOT AREA	1.977 AC
D) TOTAL INFRASTRUCTURE ACREAGE (PRIVATE ROAD)	0 AC
E) TOTAL TRACT AREA	0.31 AC
F) TOTAL ACREAGE OF CRITICAL AREAS	0
G) TOTAL ACREAGE OF RECREATIONAL OPEN SPACES (TRACT "")	0.0 AC




MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.

A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED 12-05-14.

DWG FILE: 14390P-1-PLAT.DWG DRAWN BY: DED PROJ MGR: DAD



LEGEND:

-  INDICATES MONUMENT FOUND AS NOTED
-  INDICATES CALCULATED POSITION
-  INDICATES RECORD DISTANCE PER SURVEY REFERENCE NUMBER 1

SURVEY REFERENCES:

- MACKAY SURVEY BOOK 49 PAGE 186
- DENNY SURVEY BOOK 53 PAGE 111
- RENTON SURVEY BOOK 55 PAGE 130
- OLSON SURVEY BOOK 51 PAGE 161
- MACKAY SURVEY BOOK 34 PAGE 99
- LARKSPUR ESTATES P-2 BOOK 311 PAGE 401
- LARKSPUR ESTATES P-1 BOOK 311 PAGE 358
- LDC SURVEY BOOK 55 PAGE 09
- UNRECORDED SURVEY BOOK AA-46
- LACAMAS ESTATES BOOK 311 PAGE 414
- FEEDER SURVEY BOOK 62 PAGE 111
- OLSON SURVEY BOOK 41 PAGE 002
- ESTATES AT THE ARCHERY BOOK 311 PAGE 924
- THE VILLAGE AT CAMAS MEADOWS PHASE 2 BOOK 311 PAGE 972

DEED REFERENCE:

GRANTOR: CHINOOK LAND OWNERS GROUP
GRANTEE: CHOLE INVESTMENT, LLC
AFN: 5097844 D
DATED: 8-20-14

TRACT "D" OF THE VILLAGE AT CAMAS MEADOWS PHASE 2 ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK OF PLATS AT PAGE RECORDS OF CLARK COUNTY WASHINGTON.

THE VILLAGE AT CAMAS MEADOWS PHASE 1

A SUBDIVISION IN TRACT "D" OF CAMAS MEADOWS PHASE 2 311-972 IN A PORTION OF THE NE 1/4, AND SE 1/4, OF THE SW 1/4 OF SECTION 28 T. 2 N., R 3 E., W.M CITY OF CAMAS CLARK COUNTY, WASHINGTON SHEET 1 OF 3

CITY OF CAMAS MAYOR:

APPROVED: _____ DATE _____
CITY OF CAMAS MAYOR

CITY OF CAMAS FINANCE DIRECTOR:

THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS, AND THAT ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY THAT IS DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE ARE PAID IN FULL AT THE DATE OF CERTIFICATION..

ATTESTED BY: _____ DATE _____
CITY OF CAMAS FINANCE DIRECTOR

CITY OF CAMAS COMMUNITY DEVELOPMENT DEPARTMENT:

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

CITY OF CAMAS ENGINEER:

A) ALL IMPROVEMENTS HAVE BEEN INSTALLED OR FINANCIALLY SECURED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS TITLE AND WITH THE PRELIMINARY PLAT APPROVAL;

B) ALL IMPROVEMENTS CAN OR WILL MEET CURRENT PUBLIC WORKS DRAWING STANDARDS FOR ROAD, UTILITY AND DRAINAGE CONSTRUCTION PLANS;

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

APPROVED: _____ DATE _____
CITY OF CAMAS ENGINEER

FIRE CHIEF:

APPROVED: _____ DATE _____
FIRE CHIEF, OR DESIGNEE

CLARK COUNTY ASSESSOR:

THIS PLAT MEETS THE REQUIREMENTS OF R.C.W 58.17.170, LAWS OF WASHINGTON, TO BE KNOWN AS THE VILLAGE AT CAMAS MEADOWS PHASE 1, PLAT NO. _____ IN THE COUNTY OF CLARK, STATE OF WASHINGTON.

COUNTY ASSESSOR _____ DATE _____

CLARK COUNTY AUDITOR:

FILED FOR RECORD THIS _____ DAY OF _____, 2018
IN BOOK _____ OF PLATS, AT PAGE _____
AT THE REQUEST OF CHLOE INVESTMENT LLC
AUDITOR'S RECEIVING NO. _____

DEPUTY/COUNTY AUDITOR

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT AS SHOWN IS A TRUE RETURN FROM THE FIELD AND THAT THE DELINEATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DAVID ALLAN DENNY, PROFESSIONAL LAND SURVEYOR _____ DATE _____
PLS NO. 35477

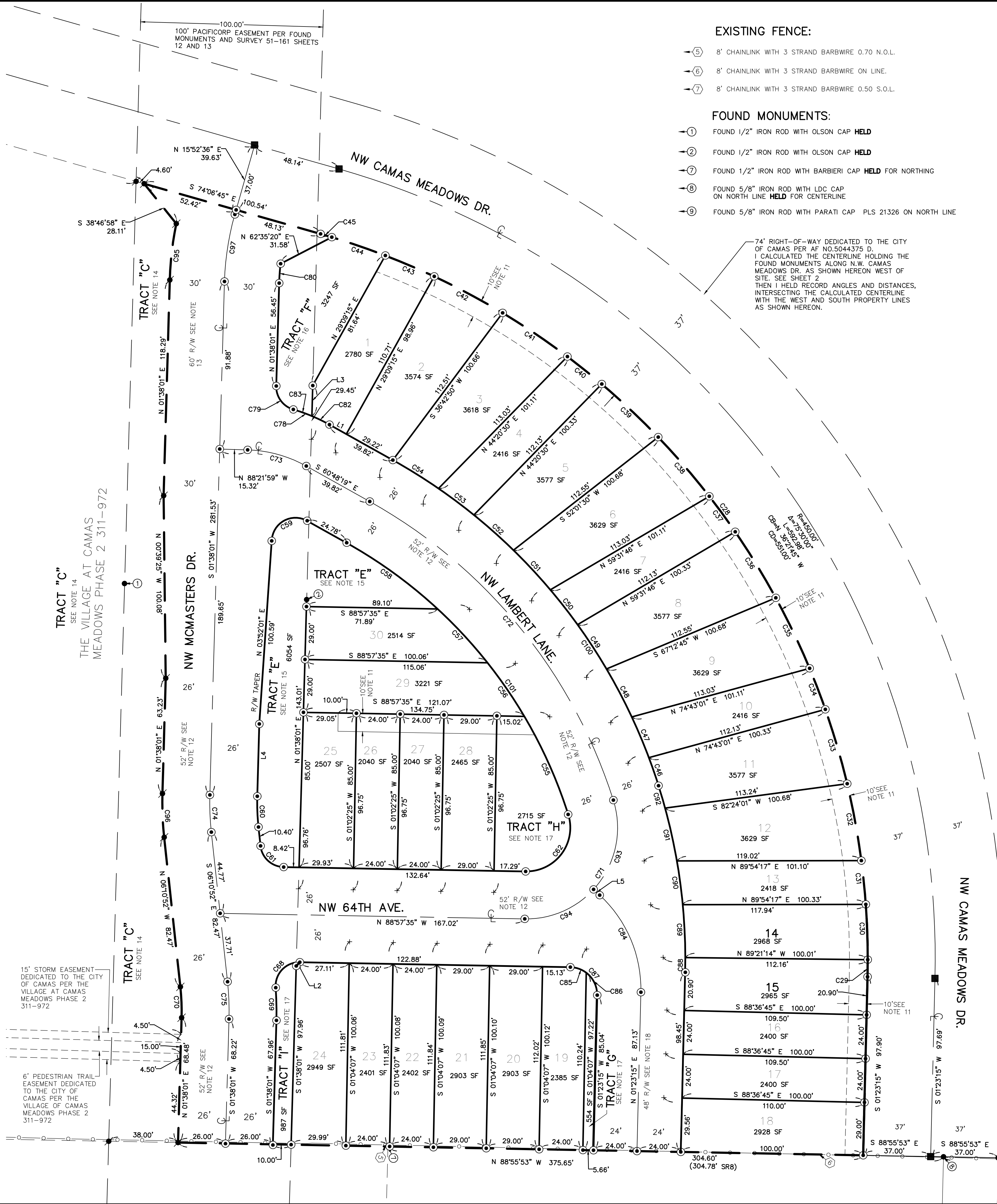


MINISTER-GLAESER SURVEYING INC.
2200 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313

JOB NO. 14-390
DATE: 5-15-18
CALC BY: DAD
DRAWN BY: DED
CHECKED BY: DAD
FILE: 14390PH1.DWG

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING
C28	413.00'	75°30'00"	544.22'	N 36°21'45" W
C29	413.00'	1°18'13"	9.40'	N 00°44'09" E
C30	413.00'	4°12'21"	30.32'	N 02°01'08" W
C31	413.00'	3°20'48"	24.12'	N 05°47'43" W
C32	413.00'	5°56'48"	42.87'	N 10°26'31" W
C33	413.00'	5°53'40"	42.49'	N 16°21'45" W
C34	413.00'	3°20'48"	24.12'	N 20°58'58" W
C35	413.00'	5°56'48"	42.87'	N 25°37'46" W
C36	413.00'	5°53'40"	42.49'	N 31°33'00" W
C37	413.00'	3°20'48"	24.12'	N 36°10'14" W
C38	413.00'	5°56'48"	42.87'	N 40°49'02" W
C39	413.00'	5°53'40"	42.49'	N 46°44'16" W
C40	413.00'	3°20'48"	24.12'	N 51°21'29" W
C41	413.00'	5°56'48"	42.87'	N 56°00'17" W
C42	413.00'	5°53'40"	42.49'	N 61°55'31" W
C43	413.00'	4°02'48"	29.17'	N 66°53'45" W
C44	413.00'	4°18'27"	31.05'	N 71°04'22" W
C45	413.00'	0°53'10"	6.39'	N 73°40'10" W
C46	313.00'	2°59'06"	16.31'	N 19°06'24" W
C47	313.00'	4°25'57"	24.21'	N 22°48'56" W
C48	313.00'	5°26'20"	29.71'	N 27°45'05" W
C49	313.00'	5°18'58"	29.04'	N 33°07'44" W
C50	313.00'	4°25'57"	24.21'	N 38°00'11" W
C51	313.00'	5°26'20"	29.71'	N 42°56'20" W
C52	313.00'	5°18'58"	29.04'	N 48°18'59" W
C53	313.00'	4°25'57"	24.21'	N 53°11'27" W
C54	313.00'	5°23'55"	29.49'	N 58°06'23" W
C55	261.00'	12°57'27"	59.03'	N 24°05'35" W
C56	261.00'	7°49'42"	35.66'	N 34°29'10" W
C57	261.00'	8°50'16"	40.26'	N 42°49'09" W
C58	261.00'	13°34'01"	61.80'	N 54°01'18" W
C59	13.00'	118°11'35"	26.81'	S 60°31'01" W
C60	124.00'	7°48'53"	16.91'	S 02°16'26" E
C61	13.00'	82°46'44"	18.78'	S 47°34'14" E
C62	24.00'	108°39'16"	45.51'	N 36°42'47" E
C68	13.00'	95°14'25"	21.61'	S 43°25'12" W
C69	176.00'	5°50'01"	17.92'	N 01°17'00" W
C70	124.00'	7°48'53"	16.91'	N 02°16'26" W
C71	50.00'	108°39'16"	94.82'	N 36°42'47" E
C72	287.00'	43°11'27"	216.35'	N 39°12'35" W
C73	70.00'	27°33'41"	33.67'	N 74°35°09" W
C74	150.00'	7°48'53"	20.46'	S 02°16'26" E
C75	150.00'	7°48'53"	20.46'	N 02°16'26" W
C78	96.00'	12°51'01"	21.53'	N 67°13'49" W
C79	13.00'	75°17'20"	17.08'	S 36°00'39" E
C80	120.00'	5°05'40"	10.67'	S 04°10'51" W
C82	96.00'	6°23'04"	10.70'	N 63°59'51" W
C83	96.00'	6°27'57"	10.83'	N 70°25'21" W
C84	70.00'	48°45'58"	59.58'	N 22°59'44" W
C85	15.00'	36°15'33"	9.49'	N 70°49'49" W
C86	15.00'	54°05'17"	14.16'	N 25°39'23" W
C87	15.00'	90°20'50"	23.65'	N 43°47'10" W
C88	313.00'	1°29'00"	8.10'	N 00°38'45" E
C89	313.00'	5°18'57"	29.04'	N 02°45'13" W
C90	313.00'	4°25'57"	24.21'	N 07°37'40" W
C91	313.00'	5°26'20"	29.71'	N 12°33'49" W
C92	313.00'	2°19'52"	12.74'	N 16°26'55" W
C95	180.00'	9°54'18"	31.12'	S 06°35'10" W
C96	176.00'	7°48'53"	24.00'	S 02°16'26" E
C97	150.00'	14°14'35"	37.29'	S 08°45'18" W
C100	313.00'	43°11'30"	235.85'	N 39°12'36" W
C101	261.00'	43°11'27"	196.75'	N 39°12'35" W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 60°48'19" W	10.60'
L2	S 43°25'12" W	2.83'
L3	S 01°38'01" W	16.72'
L4	S 01°38'01" W	39.65'
L5	N 47°22'43" W	4.59'



THE VILLAGE AT CAMAS MEADOWS PHASE 1

A SUBDIVISION IN TRACT "D" OF CAMAS MEADOWS PHASE 2 311-972 IN A PORTION OF THE NE 1/4, AND SE 1/4, OF THE SW 1/4 OF SECTION 28 T. 2 N., R 3 E., W.M CITY OF CAMAS CLARK COUNTY, WASHINGTON SHEET 2 OF 3

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.

A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED 12-05-14.

DWG FILE: 14390PH-1-PLAT.DWG DRAWN BY: DED PROJ MOR: DAD

MINISTER-GLAESER SURVEYING INC.

2200 E. EVERGREEN BLVD.

VANCOUVER, WA 98661

(360) 694-3313

JOB NO. 14-390

DATE: 5-15-18

CALC BY: DAD

DRAWN BY: DED

CHECKED BY: DAD

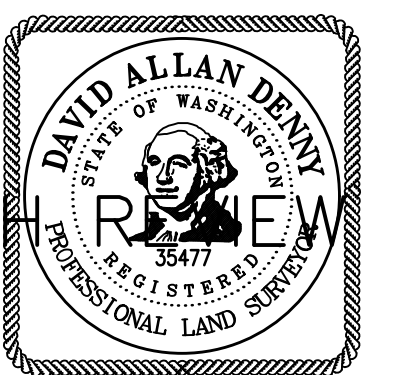
FILE:14390PH1.DWG

A SUBDIVISION IN TRACT "D" OF CAMAS
MEADOWS PHASE 2 311-972 IN A PORTION
OF THE NE 1/4,
AND SE 1/4, OF THE SW 1/4
OF SECTION 28
T. 2 N., R 3 E., W.M
CITY OF CAMAS
CLARK COUNTY, WASHINGTON
SHEET 3 OF 3

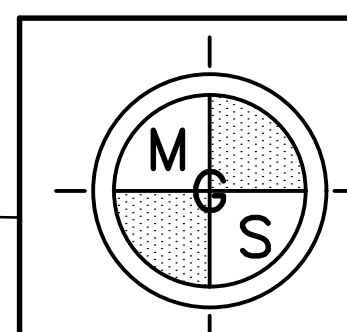
- INDICATES MONUMENT FOUND AS NOTED
- ⊙ INDICATES 1/2" x 24" REBAR WITH (D.DENNY 35477) CAP SET
- + INDICATES ROCK NAIL WITH BRASS WASHER INSCRIBED NO. 35477 SET AT THE EXTENSION OF LOT LINE IN THE CURB FOR THE PURPOSE OF WITNESS CORNER
- SF INDICATES SQUARE FEET
- INDICATES CALCULATED POSITION
- INDICATES FOUND 1/2" IRON ROD WITH RENTON CAP **HELD**
- ⚡ INDICATES FOUND 1/2" IRON ROD WITH D.DENNY CAP **HELD**

30 15 0 30 45 60

SCALE 1 INCH = 30 FEET



6-21-18



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

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A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED 12-05-14.

DWG FILE: 14390PH-1-PLAT.DWG DRAWN BY: DED PROJ MGR: DAD

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. 18-017

AN ORDINANCE of the City of Camas, Washington, approving a loan from the State Public Works Board in the amount of \$1,000,000 to finance a portion of the SR 500 and Lake Road intersection improvements.

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

Section 1. The City Council hereby accepts the loan from the State Public Works Board in the amount of \$1,000,000 to finance a portion of the SR 500 and Lake Road intersection improvements. The terms of the loan are set forth in the Contract Face Sheet, Declarations, and Contract Terms and Conditions, which are attached to this ordinance. The loan will be a general indebtedness of the City payable from tax revenues of the City authorized to be collected without a vote of the people, and other money as is lawfully available. The full faith, credit and resources of the City are pledged for the payment of the principal of and interest on the loan. The City Administrator or Finance Director are authorized to execute such documents and other documents related to the loan and to take all necessary action in order to finalize the loan.

Section 2. 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 Acting Mayor of the City of Camas, Washington, at an open public meeting thereof, this 5th day of November 2018

Acting Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Bond Counsel

ATTACHMENTS TO ORDINANCE

[Contract Face Sheet, Declarations, and Contract Terms and Conditions]

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 October ____, 2018, 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 ____, 2018.

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: October ____, 2018.

CITY OF CAMAS, WASHINGTON

City Clerk

CONTRACT FACE SHEET

Contract Number: PR18-96103-059

PUBLIC WORKS BOARD PRE-CONSTRUCTION LOAN CONTRACT

1. Contractor City of Camas 616 NE 4 th Ave Camas, WA 98607		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative N/A		4. Public Works Board Representative N/A	
5. Contract Amount \$1,000,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date June 1, 2024
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # 91-6001233	11. SWV # 0016796-00	12. UBI # 062-000-007	13. DUNS #
14. Contract Purpose Fund a project of a local government for Pre-Construction activities that include but are not limited to design engineering, bid-document preparation, environmental studies, right-of-way acquisition, value planning, permits, cultural and historic resources, and public notification. .			
The Board, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR		FOR PUBLIC WORKS BOARD	
_____ Signature		_____ Scott Hutsell, Public Works Board Chair	
_____ Print Name		_____ Date	
_____ Title		APPROVED AS TO FORM ONLY	
_____ Date		_____ June 15, 2018	
		_____ Signature on File Sandra Adix Assistant Attorney General	

DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Camas
Loan Number: PR18-96103-059

PROJECT INFORMATION

Project Title: SR 500 and Lake Road Intersection Improvements
Project City: Camas
Project State: **Washington**
Project Zip Code: 98607

LOAN INFORMATION

Loan Amount: **\$1,000,000.00**
Total Estimated Cost: **\$7,379,000.00**
Total Estimated Funding: **\$7,379,000.00**
Loan Forgiveness % (if applicable): **0%**
Loan Term: **5**
Interest Rate: **0.84%**
Payment Month: June 1st
Loan Reimbursement Start Date: **8/3/2018**
Time of Performance: 24 months from Execution Date of this Contract to Project Completion.

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a general obligation of the CONTRACTOR.

SCOPE OF WORK

Pre-Construction activities are for the SR 500 and NE Lake Road intersection improvements.

The project costs may include but are not limited to engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, right-of-way acquisition, and bid documents. The project needs to meet all applicable Local, State, and/or Federal standards.

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CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD PRE-CONSTRUCTION LOAN PROGRAM

Part 1. SPECIAL TERMS AND CONDITIONS

1.1 Definitions

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

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

1.2 Authority

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

1.3 Purpose

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

1.4 Order of Precedence

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

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

1.5 Competitive Bidding Requirements

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

1.6 Default in Repayment

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

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

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

1.7 Sub-Contractor Data Collection

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

1.8 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in declared **SCOPE OF WORK**. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **LOAN REIMBURSEMENT START DATE** shown in the Declarations are eligible for reimbursement under this Contract.

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

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

1.9 Historical and Cultural Resources

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

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

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

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

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

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

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

1.10 Project Completion Amendment and Certified Project Completion Report

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

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

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

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

1.11 Rate, Loan Forgiveness and Term of Loan

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

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

The BOARD may extend the term limit of the Pre-Construction project to twenty years when the jurisdiction demonstrates that 30% of the funding necessary for construction of the project has been secured. The BORROWER must provide written documentation of construction funding commitment before the first principal payment is due.

1.12 Recapture

The right of recapture Section 2.32. Recapture, shall exist for a period not to exceed six (6) years following contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the Board shall be entitled to its costs thereof, including attorney's fees.

1.13 Reimbursement Procedures and Payment

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

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

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

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

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

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

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

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

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

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

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

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

1.14 Repayment

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

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

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

1.15 Reports

The Contractor shall furnish the Board with:

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

1.16 Termination for Cause

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

These terms supersede the terms in Section 2.41 Termination for Cause/Suspension.

1.17 Termination for Convenience

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

These terms supersede the terms in Section 2.42 Termination for Convenience.

1.18 Time of Performance

No later than twenty-four (24) months after the date of contract execution the Contractor must reach project completion.

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

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

1.19 Contract Suspension

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

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

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

1.20 Special Conditions

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

1.21 Loan Security

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

Part 2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

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

2.2 ALLOWABLE COSTS

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

2.3 ALL WRITINGS CONTAINED HEREIN

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

2.4 AMENDMENTS

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

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

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

2.6 APPROVAL

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

2.7 ASSIGNMENT

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

2.8 ATTORNEYS' FEES

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

2.9 AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

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

The Board reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the Board's requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by the Board.

C. Documentation Requirements

The Contractor must send a copy of any required audit no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Department of Commerce
ATTN: Audit Review and Resolution Office
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the Board.
- Copy of the Management Letter.

If the Contractor is required to obtain a Single Audit in accordance with 2 CFR Part 200, a copy must be provided to Commerce; no other report is required.

2.10 CODE REQUIREMENTS

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

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

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

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

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

2.12 CONFORMANCE

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

2.13 COPYRIGHT PROVISIONS

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

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

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

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

2.14 DISALLOWED COSTS

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

2.15 DISPUTES

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

The request for a dispute hearing must:

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

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

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

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

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

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

2.16 DUPLICATE PAYMENT

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

2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

2.18 GOVERNING LAW AND VENUE

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

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, the Board, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, the Board, the state of Washington, its officers, employees and authorized agents.

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

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

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

2.21 INDUSTRIAL INSURANCE COVERAGE

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

2.22 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A.** Affirmative Action, RCW 41.06.020 (11).
- B.** Boards of Directors or Officers of Non-profit Corporations – Liability - Limitations, RCW 4.24.264.
- C.** Disclosure-Campaign Finances-Lobbying, Chapter 42.17 RCW.
- D.** Discrimination-Human Rights Commission, Chapter 49.60 RCW.
- E.** Ethics in Public Service, Chapter 42.52 RCW.
- F.** Housing Assistance Program, Chapter 43.185 RCW.

- G. Interlocal Cooperation Act, Chapter 39.34 RCW.
- H. Noise Control, Chapter 70.107 RCW.
- I. Office of Minority and Women's Business Enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J. Open Public Meetings Act, Chapter 42.30 RCW.
- K. Prevailing Wages on Public Works, Chapter 39.12 RCW.
- L. Public Records Act, Chapter 42.56 RCW.
- M. Relocation Assistance - Real Property Acquisition Policy, Chapter 8.26 RCW.
- N. Shoreline Management Act of 1971, Chapter 90.58 RCW.
- O. State Budgeting, Accounting, and Reporting System, Chapter 43.88 RCW.
- P. State Building Code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State Environmental Policy, Chapter 43.21C RCW.
- S. State Executive Order 05-05 Archeological and Cultural Resources.

2.23 LICENSING, ACCREDITATION AND REGISTRATION

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

2.24 LIMITATION OF AUTHORITY

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

2.25 LOCAL PUBLIC TRANSPORTATION COORDINATION

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

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

2.27 PAY EQUITY

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

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar

working conditions. Job titles alone are not determinative of whether employees are similarly employed;

- B.** Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

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

2.28 POLITICAL ACTIVITIES

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

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

2.29 PREVAILING WAGE LAW

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

2.30 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

2.31 PUBLICITY

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

2.32 RECAPTURE

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

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

2.33 RECORDS MAINTENANCE

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

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

2.34 REGISTRATION WITH DEPARTMENT OF REVENUE

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

2.35 RIGHT OF INSPECTION

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

2.36 SAVINGS

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

2.37 SEVERABILITY

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

2.38 SUBCONTRACTING

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

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

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

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

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

2.39 SURVIVAL

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

2.40 TAXES

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

2.41 TERMINATION FOR CAUSE / SUSPENSION

In event the Board determines that the Contractor failed to comply with any term or condition of this Contract, the Board may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the Board upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the Board may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the Board to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the Board determines that the Contractor did not fail to comply with the terms of the Contract or when the Board determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original contract and the replacement contract, as well as all costs associated with entering into the replacement contract (i.e., competitive bidding, mailing, advertising, and staff time).

2.42 TERMINATION FOR CONVENIENCE

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

2.43 TERMINATION PROCEDURES

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

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- C.** Assign to the State all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Board has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the Board; and

D. Preserve and transfer any materials, contract deliverables and/or the Board property in the Contractor's possession as directed by the Board.

Upon termination of the Contract, the Board shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. The Board may withhold any amount due as the Board reasonably determines is necessary to protect the Board against potential loss or liability resulting from the termination. The Board shall pay any withheld amount to the Contractor if the Board later determines that loss or liability will not occur.

The rights and remedies of the Board under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

2.44 WAIVER

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

ATTACHMENT I: ATTORNEY'S CERTIFICATION

PUBLIC WORKS BOARD PRE-CONSTRUCTION LOAN PROGRAM

City of Camas
PR18-96103-059

I, _____, hereby certify:

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

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

Based on the foregoing, it is my opinion that:

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

Signature of Attorney

Date

Name

Address