



RECEIVED
7-31-08

STATE OF WASHINGTON
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT
128 - 10th Avenue SW • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

July 25, 2008

The Honorable Joe Warren
Mayor of Yacolt
PO Box 160
Yacolt, WA 98675

Re: CONTRACT #PP08-951-063

Dear Mr. Joe Warren:

Enclosed is a fully executed contract for your Public Works Trust Fund Loan. Please keep this original document with other local records related to your project.

We have enclosed A19 vouchers for requesting funds and will email the electronic version, (if needed) for your completion once funds are ready to be expended.

Please send A19 invoices to: Sheila Lee-Johnston
Community Trade and Economic Development
Attn: Contracts Administration Unit
P. O. Box 42525
Olympia, WA 98504-2525

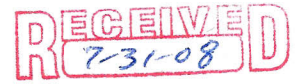
I will be your project manager and look forward to working with you and your staff.

Sincerely,

Sheila Lee-Johnston
Project Manager
(360) 725-3009
Sheilal@cted.wa.gov

Enclosures





PUBLIC WORKS TRUST FUND
PUBLIC WORKS PLANNING PROGRAM

NOTICE OF CONSULTANT SELECTION

Jurisdiction: Town of Yacolt

Date Competitive Process Initiated: _____

Method of Competitive Selection: _____

Number of Bids Received : _____

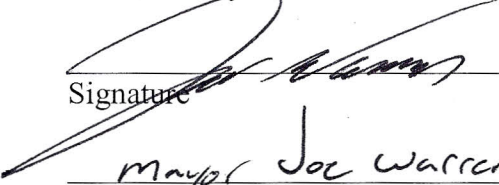
Date Contract Awarded: _____ Contract Amount: _____

Name of Contractor: _____

Notice To Proceed Authorized: _____

Starting Date of Project: _____

Submitted By:


Signature

Name

Mayor Joe Warren
Title

Address:

Phone

**PUBLIC WORKS TRUST FUND
PLANNING LOAN PROGRAM**

NUMBER PP08-951-063

Town of Yacolt

PART I: ENTIRE AGREEMENT

This agreement and incorporated attachments contains all terms and conditions agreed to by the WASHINGTON STATE PUBLIC WORKS BOARD (referred to as the "BOARD") and Town of Yacolt (referred to as the "BORROWER") and no other statements or representations, written or oral, shall be deemed a part thereof. This contract includes ATTACHMENT I: SCOPE OF WORK, which consists of a description of local project activities, certification of the project's useful life, estimated project costs and fund sources; and ATTACHMENT II: ATTORNEY'S CERTIFICATION. These attachments are, by this reference, incorporated into this agreement as though set forth fully herein.

The PUBLIC WORKS BOARD and the BORROWER have executed this agreement as of the date and year last written below.

PUBLIC WORKS BOARD



Kelly Snyder, Assistant Director

Date

7/21/08

APPROVED AS TO FORM ONLY

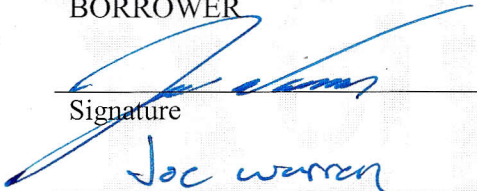
This 4th Day of May, 2007

Rob McKenna
Attorney General

By: Signature on File

Andrew Scott
Assistant Attorney General

BORROWER



Signature

Print Name

Joe Warren

Title

Mayor

Date

7-14-08

91-6010695
Federal Taxpayer Identification Number

RECEIVED
JUL 18 2008
PUBLIC WORKS BOARD

PART II: INTRODUCTION

This loan agreement is made and entered into by and between the BOARD, or its successor, and the BORROWER.

Acting under the authority of Chapter 43.155 RCW, the BOARD has awarded the BORROWER a Public Works Trust Fund loan for an approved public works project.

PART III: PURPOSE

The BOARD and the BORROWER have entered into this agreement to provide financing for the BORROWER to undertake a Local Facilities Plan and related activities that furthers the goals and objectives of the Washington State Public Works Trust Fund Program. The project will be undertaken by the BORROWER and will include the activities described in ATTACHMENT I: SCOPE OF WORK. The project must be undertaken in accordance with PART IV: TERMS AND CONDITIONS, and all applicable state and local laws and ordinances, which by this reference are incorporated into this agreement as though set forth fully herein.

PART IV: TERMS AND CONDITIONS

The parties to this agreement agree as follows:

4.01 Rate and Term of Loan

The BOARD, using funds appropriated from the Public Works Assistance Account, shall loan the BORROWER a sum not to exceed \$100,000.00. The interest rate shall be zero percent (0%) per annum on the outstanding principal balance. The term of the loan shall not exceed six (6) years, with the final payment due July 1, 2014.

4.02 Eligible Project Costs and Local Project Share

Eligible project costs must consist of expenditures eligible under WAC 399-30-030 and be related only to project activities described in ATTACHMENT I: SCOPE OF WORK. Only those costs incurred after execution of this loan agreement can be reimbursed with Public Works Trust Fund monies.

The BOARD does not require local project share on improvements funded by the Public Works Planning Loan Program.

4.03 Disbursement of Loan Proceeds

The availability of funds in the Public Works Assistance Account is a function of tax collection, loan repayment, and legislative appropriation. If funding or appropriation is not available at the time the invoice is submitted, or when the agreement is executed, the issuance of warrants will be delayed or suspended until such time as funds become available. Therefore, subject to the availability of funds, warrants shall be issued to the BORROWER for payment of allowable expenses incurred by the BORROWER while undertaking and administering approved project activities in accordance with ATTACHMENT I: SCOPE OF WORK. The disbursement of loan

proceeds shall be initiated by the LOCAL GOVERNMENT on a Washington State Invoice Voucher form. The loan funds will be disbursed to the BORROWER as follows:

Within thirty (30) days of the formal execution of this agreement, a sum not to exceed fifteen percent (15%) of the approved Public Works Trust Fund loan may be disbursed to the BORROWER.

Within thirty (30) days of the execution of a Notice of Consultant Selection which follows the formal award of a professional services contract, a sum not to exceed seventy-five percent (75%) of the approved Public Works Trust Fund loan may be disbursed to the BORROWER.

At the time of project completion, a Certified Closeout Amendment, (refer to Section 4.17 for Certified Closeout Amendment), shall be submitted to the BOARD by the BORROWER certifying total actual project costs. The Certified Closeout Amendment shall serve as a contract amendment determining the final loan amount.

In the event that the final costs identified in the Certified Closeout Amendment indicate that the BORROWER has received Public Works Trust Fund monies in excess of eligible costs, all funds in excess shall be repaid to the Public Works Assistance Account by payment to the Department of Community, Trade and Economic Development, or its successor, within 30 days of submission of the Certified Closeout Amendment.

4.04 Interest Earned on Public Works Trust Fund Monies

All interest earned on Public Works Trust Fund Monies held by the BORROWER shall accrue to the benefit of the BORROWER and be applied to the eligible costs of the approved project. Benefits shall accrue in one of two ways:

1. Reduce the amount of the Public Works Trust Fund loan, or
2. Pay any part of eligible project costs that are in excess of ATTACHMENT I: SCOPE OF WORK estimates, if there is an overrun of project costs.

The BORROWER shall establish procedures to ensure that all monies received from the Public Works Trust Fund loan can be readily identified and accounted for at any time during the life of this loan agreement. Such procedures shall consist of the establishment of a separate fund, account, sub-account or any other method meeting generally accepted accounting principles. In event of termination, all principal, interest earned on invested loan principal, and accrued interest payable shall be repaid in full within 30 days by the BORROWER.

4.05 Time of Performance

The BORROWER shall begin the activities identified within ATTACHMENT I: SCOPE OF WORK no later than three (3) months after loan agreement execution and reach project completion no later than 18 months after the date of agreement execution.

Failure to meet Time of Performance shall constitute default of this agreement. In the event of extenuating circumstances, the BORROWER may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may, by a two-thirds vote, extend the deadline.

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

4.06 Repayment

Loan repayment installments are due on July 1st of each year during the term of the loan. The first loan repayment is due July 1, 2009. Interest only will be charged for this payment if a draw is made prior to this date. All subsequent payments shall consist of principal and accrued interest due on July 1st of each year during the remaining term of the loan.

Repayment of the loan under this agreement shall include an interest rate of zero percent (0%) per annum based on a 360 day year of twelve 30 day months. Interest will begin to accrue from the date each warrant is issued to the BORROWER. The final payment shall be on or before July 1st, 2014 of an amount sufficient to bring the loan balance to zero.

The BORROWER has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The BORROWER 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 Community, Trade and Economic Development, or its successor.

4.07 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 4.06 of this agreement. 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 closeout if the repayment of loan funds in excess of eligible costs are not repaid within 30 days as provided for in Section 4.03.

The BORROWER 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 BORROWER of such delinquency.

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

4.08 Loan Security

This loan is a general obligation of the BORROWER.

Nothing in this section shall absolve the BORROWER of its obligation to make loan repayments when due, and to adjust rates, fees, or surcharges, if necessary, to meet its obligations under this agreement.

4.09 Recordkeeping and Access to Records

The BOARD, the BOARD's agents, and duly authorized officials of the State shall have full access and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the BORROWER and of persons, firms, or organizations with which the BORROWER may contract, involving transactions related to; this project and this agreement.

The BORROWER agrees to retain all records pertaining to this project and this agreement for a period of six years from the date of project closeout. If any litigation, claim or audit is started before the expiration of the six year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.10 Reports

The BORROWER, shall furnish the BOARD with quarterly progress reports, a Certified Closeout Amendment and other periodic reports at such times and on such forms as the BOARD may require, pertaining to the activities undertaken pursuant to this agreement. Failure to file periodic reports as requested may result in termination of this agreement as per Section 4.13.

4.11 Indemnification

The BORROWER will defend, protect, indemnify, save, and hold harmless the BOARD, and the state of Washington from and against any and all claims, costs, damages, expenses, or liability for any or all injuries to persons or tangible property, arising from the acts or omissions of the BORROWER or any of its contractors or subcontractors, or any employees or agents in the performance of this agreement, however caused. In the case of negligence of both the BOARD and the BORROWER, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

4.12 Amendments, Modifications, Assignments, and Waivers

BORROWER may request an amendment to this agreement, which does not increase the amount of the loan, for the purpose of modifying the ATTACHMENT I: SCOPE OF WORK or for extending the time of performance as provided for in Section 4.05. Neither this agreement nor any claims arising under this agreement may be transferred or assigned by the BORROWER without prior written consent of the BOARD. No conditions or provisions of this agreement may be waived unless approved by the BOARD in writing. No amendment or modification shall take effect until approved in writing by both the BOARD and the BORROWER and attached hereto.

4.13 Termination for Cause

If the BORROWER fails to comply with the terms of this agreement, or fails to use the loan proceeds only for those activities identified in ATTACHMENT I: SCOPE OF WORK, the BOARD may terminate the agreement in whole or in part at any time. The BOARD shall notify the BORROWER 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 BORROWER's obligation to repay the unpaid balance of the loan.

4.14 Termination For Convenience

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

4.15 Governing Law and Venue

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this agreement shall be the Superior Court of Thurston County, Washington. The prevailing party is entitled to recover costs in accordance with Washington State Law (Chapter 4.84 RCW).

4.16 Severability

If any provision under this agreement or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the agreement which can be given effect without the invalid provision.

4.17 Project Completion and Certified Closeout Amendment

The BORROWER shall initiate a Certified Closeout Amendment when activities identified in ATTACHMENT I: SCOPE OF WORK are complete. The BOARD will supply the BORROWER with the Certified Closeout Amendment documents upon request.

The BORROWER shall provide the following information to the BOARD:

1. A certified statement of the actual dollar amounts spent, from all fund sources, in completing the project as described.
2. A certified statement that the project, as described in the Loan Agreement's Scope of Work, is complete and has been designed/constructed to required standards.
3. Certification that all costs associated with the project have been incurred. Costs are incurred when goods and services are received and/or contract work is performed.
4. Provide status of performance measures identified in ATTACHMENT I: SCOPE OF WORK.
5. In accordance with Section 4.03 of this agreement, the BORROWER will submit, together with the Certified Closeout Amendment, a request for a sum not to exceed the loan amount or refund of any excess loan funds. Any final disbursement shall not occur prior to the completion of all project activities.
6. Repayment of excess loan funds disbursed to the BORROWER must be made within 30 days of completion of the Certified Closeout Amendment.

4.18 Contractor Requirement

The BORROWER shall be responsible to ensure that their contractor(s) are in compliance with the Department of Revenue and the Department of Labor & Industries requirements.

4.19 Audit

Audits of the BORROWER'S project activities may be conducted by the Municipal Division of the State Auditor's Office in accordance with state law and any guidelines the Department of Community, Trade and Economic Development, or its successor, may prescribe. Payment for the audit shall be made by the BORROWER.

4.20 Project Signs

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

4.21 Nondiscrimination Provision

During the performance of this contract, the BORROWER shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the BORROWER'S noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the BORROWER may be declared ineligible for further contracts with the BOARD. The BORROWER shall, however, be given a reasonable time in which to cure this noncompliance.

4.22 Historical and Cultural Artifacts

Borrower agrees that Borrower is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of Borrower's public works project funded under this agreement.

In addition to the requirements set forth in this agreement Borrower shall, in accordance with Executive Order 05-05, coordinate with 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 public works project. Borrower agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing pre-requisite to receipt of funds under this agreement.

Borrower agrees to furnish to the Board copies of any monitoring plan or agreement arising from Borrower's coordination and consultation with DAHP or an affected tribe.

Failure by Borrower to fully comply with the requirements set forth in this provision to the satisfaction of the Board shall result in a suspension of loan disbursements or termination of this agreement if not timely cured.

PART V: SPECIAL CONDITIONS

None

ATTACHMENT 1: SCOPE OF WORK

PUBLIC WORKS TRUST FUND

PLANNING LOAN PROGRAM

PP08-951-063

Town of Yacolt

Project Title: General Sewer Plan

Scope of Work:

The project is the development of a general sewer plan for the Yacolt community, consistent with WAC 173-240-050, i.e., a plan that is capable of being approved by the Washington Department of Ecology. The plan will be the first step in establishing a wastewater collection and treatment system for the community.

The general sewer plan will be sufficiently complete to guide the development of a facility plan for the system. It will include at least the information outlined below. Other relevant information may be included in the plan, if required by the Washington Department of Ecology, and other issues may be addressed that are specific to Yacolt's situation.

1. Purpose and need for the general sewer plan.
2. Description of methods used to involve the community in the development of the plan including workshops and other public meetings, and new releases.
3. Sanitary sewer system ownership and operating responsibilities.
4. Maps including the following:
 - ~Boundaries: vicinity map; planning boundaries corresponding to probable 6-, 10-, and 20- year community development patterns; and describing the boundaries of the area to be served by the sanitary sewer system
 - ~Location and type of existing onsite septic systems
 - ~Proposed sewers: location, size, slope, capacity and direction of flow of at least the proposed trunk sewer lines.
 - ~Alternative treatment plant locations
 - ~Proposed pump stations and force mains
 - ~Topography and elevations of the service area including overlays showing parcel lines, environmentally sensitive lands, soil types and characteristics, existing land uses and designated land use areas or zones.
 - ~Existing and proposed streets and utility corridors.
 - Streams and other bodies of water: location and direction of flow of streams, high and low elevations of water surfaces at sewer outlets, including all potential effluent discharge locations.
 - ~Water system: location of wells or other sources of water supply, storage reservoirs, treatment plants and transmission facilities.
5. Population trends derived from available records and the estimated future population for the various design periods, including a description of the method used to determine future population trends and evidence of Clark County's concurrence with the population forecasts.
6. Existing domestic or industrial wastewater facilities within twenty miles of the planning area and/or within the same topographical drainage basin.

7. Analysis of the merits of alternative wastewater treatment processes (including activated sludge, sequencing batch reactor and membrane bioreactor); plant locations; effluent disposal methods (including surface streams, surface irrigation and subterranean or point disposal).
8. Reclaimed water opportunities, provided that a wastewater treatment method is selected which results in high quality effluent.
9. Establishments producing commercial and industrial wastewater that may impact the sewer system; the quantity, character, and periods of wastewater production; and future expansion of commercial and industrial activities.
10. Location of existing private and public wells or other sources of water supply, and distribution structures as they relate to the proposed wastewater treatment facilities.
11. Ranking of alternative wastewater collection and treatment system designs and the rationale for selecting the preferred option, based upon social, economic, and financial considerations among other criteria.
12. Cost per service addressing debt, operation and maintenance expenses associated with the facilities proposed during the planning period and a table summarizing this financial analysis.
13. Statement regarding compliance with any adopted water quality management plan under the Federal Water Pollution Control Act.
14. Statement regarding compliance with the state Environmental Policy Act and the National Environmental Policy Act, if applicable.

SCOPE OF WORK

PP08-951-063

Page 2

Estimated Project Costs:

COST CATEGORY	REVISED BUDGET
Engineering Report	\$ 0.00
Environmental Review	\$ 0.00
Historical Review (Section 106 or 05-05)	\$ 0.00
Land/ROW Acquisition	\$ 0.00
Permits	\$ 0.00
Public Involvement/Information	\$ 1,500.00
Bid Documents	\$ 1,000.00
Construction	\$ 97,500.00
Other Fees	\$ 0.00
Contingency	\$0.00
Other: << >>	\$ 0.00
Other: << >>	\$ 0.00
Other: << >>	\$ 0.00
Other: << >>	\$ 0.00
<i>TOTAL ESTIMATED COSTS</i>	\$ 100,000.00

SCOPE OF WORK

PP08-951-063

Page 3

Anticipated Funding Sources:

Type of Funding	Source	Revised Budget Amount
<i>Grants</i>		
Grant #1		\$0.00
Grant #2		\$0.00
Grant #3		\$0.00
Other Grants (list sources)		\$0.00
<i>Total Grants</i>		\$0.00
<i>Loans</i>		
<i>This PWTF Loan Request</i>	<i>Public Works Board</i>	\$100,000.00
Other Loan #1		\$0.00
Other Loan #2		\$0.00
Other Loans (list sources)		\$0.00
New Loans (list sources)		\$0.00
<i>Total Loans</i>		\$100,000.00
<i>Local Revenue</i>		
Source #1		\$0.00
Source #2		\$0.00
Source #3		\$0.00
Other Local Revenue (list sources)		\$0.00
New Local Revenue (list sources)		
<i>Total Local Revenue</i>		\$0.00
Other Funds		\$0.00
New Other Funds		\$0.00
<i>Total Other Funds</i>		\$0.00
<i>Summary Totals</i>		
<i>Total Funding</i>		\$100,000.00

ATTACHMENT II: ATTORNEY'S CERTIFICATION

Public Works Trust Fund


I, David W. Ridenour, hereby certify:

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

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

Based on the foregoing, it is my opinion that:

1. The BORROWER 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 BORROWER is empowered to accept the Public Works Trust Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
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 BORROWER from repaying the Public Works Trust Fund loan extended by the DEPARTMENT with respect to such project. The BORROWER is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the BORROWER.


Signature of Attorney

7-10-08
Date

David W. Ridenour
Name

1014 Franklin St Vancouver, WA 98660
Address

**PUBLIC WORKS TRUST FUND LOAN
VOUCHER INSTRUCTIONS**

Enclosed Please Find:

- Voucher # 1
- Voucher # 2
- Voucher Instructions

FORM A19-2A	STATE OF WASHINGTON VOUCHER DISTRIBUTION
-----------------------	--

AGENCY USE ONLY	
AGENCY NO.	CONTRACT NO. OR GA AUTH. NO.
1030	PP08-951-063

VENDOR NAME AND ADDRESS	
YACOLT MR JOE WARREN 105 EAST YACOLT RD PO BOX 106 YACOLT, WA 98675	
FEDERAL I.D. OR SOCIAL SECURITY NO.	RECEIVED BY

AGENCY NAME AND ADDRESS	
Attn: Contracts Administration Unit PO Box 42525 Olympia WA 98504-2525	
DATE	

1st Draw

By signing this form I certify funds disbursed as a result of this request will be used for eligible activities associated with the loan agreement's scope of work.

Signature: _____ (DO NOT USE BLACK INK)

Date: _____ Title: _____

Voucher # 1

Loan Amount: \$100,000.00
First Draw: \$15,000.00
Drawn to Date: \$15,000.00
First Balance: **\$85,000.00**

Please note: No disbursements will be made past the project completion date.

FOR CAU USE ONLY

Warrant Issue Date _____ Date Entered into CAU System _____

PREPARED BY (Fiscal)							DATE		SERVICE AREA APPROVAL				DATE	
DOC DATE				CURRENT DOC NO			REF DOC NO			VENDOR NUMBER			VENDOR MESSAGE	
SUF	TRANS CODE	M O D	FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJ	CNTY	CITY	PROJECT	AMOUNT	INVOICE NUMBER	GENERAL LEDGER	
APPROVED FOR PAYMENT BY FISCAL								DATE			WARRANT TOTAL			

FORM A19-2A	STATE OF WASHINGTON VOUCHER DISTRIBUTION
-----------------------	--

AGENCY USE ONLY	
AGENCY NO.	CONTRACT NO. OR GA AUTH. NO.
1030	PP08-951-063

VENDOR NAME AND ADDRESS	
YACOLT MR JOE, WARREN 105 EAST YACOLT RD PO BOX 106 YACOLT, WA 98675	
FEDERAL I.D. OR SOCIAL SECURITY NO.	RECEIVED BY

AGENCY NAME AND ADDRESS	
Attn: Contracts Administration Unit PO Box 42525 Olympia WA 98504-2525	
DATE	

2nd Draw

By signing this form I certify funds disbursed as a result of this request will be used for eligible activities associated with the loan agreement's number **PP08-951-063**

Signature: _____ (DO NOT USE BLACK INK)

Date: _____ Title: _____

Voucher # 2

Loan Amount: \$100,000.00
Previous Draws: \$15,000.00
Second Draw: \$75,000.00
Drawn to Date: \$90,000.00
Balance: **\$10,000.00**

FOR CAU USE ONLY

Warrant Issue Date _____ Date Entered into CAU System _____

PREPARED BY (Fiscal)				DATE		SERVICE AREA APPROVAL				DATE			
DOC DATE		CURRENT DOC NO		REF DOC NO		VENDOR NUMBER		VENDOR MESSAGE					
SUF	TRANS CODE	M O D	FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJ	CNTY	CITY	PROJECT	AMOUNT	INVOICE NUMBER	GENERAL LEDGER
APPROVED FOR PAYMENT BY FISCAL								DATE		WARRANT TOTAL			

**INSTRUCTIONS FOR COMPLETING
PUBLIC WORKS TRUST FUND VOUCHERS
Planning Loan Program**

General Information

Section 4.03 of the Loan Agreement describes the three points at which portions of your loan will be disbursed to you:

- 1) 15 percent of the loan amount may be disbursed upon execution of the loan agreement;
- 2) 75 percent of the loan amount may be disbursed within 30 days of the execution of a Notice of Consultant Selection following the formal award of a construction contract; and
- 3) The final 10 percent may be disbursed upon project close-out, including completion of all project activities.

Attached are Invoice Vouchers (Forms A 19-1A) for the first two loan draws. To make the process easier, the forms have been completed, reflecting the appropriate amounts for each draw.

Invoice Voucher #1

Voucher #1 reflects 15 percent of your approved loan. The voucher should be signed and dated by the individual authorized by your jurisdiction to sign vouchers.

Send the voucher to the Contracts Administration Unit at the address indicated on the voucher. Be sure to keep a copy for your local records. You should receive an electronic funds transfer or a Washington State warrant approximately 14 days from the time you mail the voucher to DCTED.

Invoice Voucher #2

The voucher reflects 75 percent of your approved loan. Sign and date the voucher and complete the "Notice Of Consultant Selection." This form ensures compliance with the program's requirement that projects assisted with Public Works Trust Fund loans are competitively bid. Submit the "Notice of Consultant Selection" form along with the Invoice Voucher to the Contracts Administration Unit.

Final Payment

The final loan payment will be withheld until your project has closed-out. Again, please review the terms of the Loan Agreement. When your project is near completion, call the Contracts Administration Unit to obtain a copy of the Final Project Report and the third (and final) Invoice Voucher.