

CITY OF CAMAS, WASHINGTON
COMMUNITY ECONOMIC REVITALIZATION BOARD LOAN

\$600,000

ORDINANCE NO. 2009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON; PROVIDING FOR THE ACCEPTANCE OF A LOAN FROM THE COMMUNITY ECONOMIC REVITALIZATION BOARD IN THE PRINCIPAL SUM OF \$600,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE CERTAIN PUBLIC IMPROVEMENTS; PROVIDING THE TERMS AND CONDITIONS OF SUCH LOAN AND THE FORM OF THE FINAL CONTRACT; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SUCH LOAN; AND PROVIDING CERTAIN COVENANTS FOR PAYMENT OF PRINCIPAL OF AND INTEREST ON SUCH LOAN.

PASSED: NOVEMBER 14, 1994

ORDINANCE NO. 2009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON; PROVIDING FOR THE ACCEPTANCE OF A LOAN FROM THE COMMUNITY ECONOMIC REVITALIZATION BOARD IN THE PRINCIPAL SUM OF \$600,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE CERTAIN PUBLIC IMPROVEMENTS; PROVIDING THE TERMS AND CONDITIONS OF SUCH LOAN AND THE FORM OF THE FINAL CONTRACT; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SUCH LOAN; AND PROVIDING CERTAIN COVENANTS FOR PAYMENT OF PRINCIPAL OF AND INTEREST ON SUCH LOAN.

WHEREAS, the City Council (the "Council") of the City of Camas, Washington (the "City"), deems it necessary and in the best interest of the City and its citizens that certain improvements be made to the combined water and sewerage system of the City (the "System"); and

WHEREAS, in order to provide the funds required for the carrying out of such plan of improvements, the City now desires to authorize the acceptance of a loan from the Community Economic Revitalization Bond ("CERB") in the principal amount of \$600,000 (the "Loan"); and

WHEREAS, the Council has received and considered an offer from CERB to make such Loan and has determined that it is in the best interest of the City to so accept such Loan;

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

SECTION 1. Definitions. As used in this ordinance, the following words shall have the following meanings, unless a different meaning clearly appears from the context:

(a) "CERB" means the Community Economic Revitalization Board or its legal successor, if any.

(b) "City" means the City of Camas, Washington, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Washington.

(c) "Construction Fund" means the "Water Construction Fund" created by Section 8 of this ordinance.

If the first disbursement to the City by CERB under the Loan is made between January 1 and June 30, payments of principal of and interest on the Loan shall begin on the fourth July 1 following the first anniversary of the first disbursement of funds. If such first disbursement is made between July 1 and December 31, payments of principal of and interest on the Loan shall commence on the fourth anniversary of the January 1 following the first anniversary of the first disbursement of funds.

The Loan shall accrue interest commencing on the fourth anniversary of the January 1 or July 1 following the first disbursement to the City by CERB under the Loan. Interest shall accrue at the rate of 5.85% per annum. Principal and interest shall be paid in equal annual payments in an amount sufficient to amortize the principal of and interest on the Loan in the sixteen annual payments.

SECTION 4. Prepayment. Notwithstanding any other provision of this ordinance, the City hereby reserves the right to accelerate and prepay any or all of the principal amount of the Loan, at any time and from time to time, at par plus accrued interest to the date of such prepayment, and to eliminate the interest on any accelerated payments of principal. If all, or any portion of the principal amount of the Loan is not disbursed by CERB to the City, the amount not disbursed shall be deemed to be a prepayment of the principal amount of the Loan.

SECTION 5. Creation of Loan Fund and Loan Payment Covenants. A special fund of the City known as the "CERB Water Sewer Loan Fund" (the "Water Loan Fund"), is hereby authorized and directed to be created. The Water Loan Fund shall be drawn upon for the sole purpose of paying the principal of and interest on the Loan.

The Council may, at its discretion, authorize transfers into the Water Loan Fund, of moneys on deposit in the Revenue Fund which may legally be used to pay the principal or interest next coming due on the Loan. The City, however, is not obligated to make any such payments from the Revenue Fund into the Water Loan Fund.

The City hereby irrevocably covenants and agrees for as long as any portion of the principal amount of the Loan is outstanding and unpaid, that each year it will include in its budget and levy an ad valorem tax, within and as a part of the tax millage levy permitted to cities without a vote of the people, upon all the property within the City subject to taxation in an amount which will be sufficient, together with all other revenues and money of the City which may legally be used and which the City may apply for such purposes, to pay the principal of and interest on the

and used to pay the costs of making the improvements described in Exhibit A hereof and all costs incidental thereto, except as otherwise provided in Article 7 of the General Conditions to the Final Contract.

Loan proceeds remaining in the Construction Fund after all of such costs have been paid or reimbursed shall (a) with the approval of CERB, be used to pay costs of other legally authorized expenditures of the City or (b) be deposited in the Water Loan Fund.

Money in the Construction Fund may be invested as permitted by law. All interest earned and profits derived from such investments shall be retained in and become a part of the Construction Fund, except as otherwise provided in Article 8 of the Conditions.

SECTION 9. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Final Contract.

SECTION 10. Effective Date. This ordinance shall take effect and be in full force five days after its passage, approval and publication as required by law.

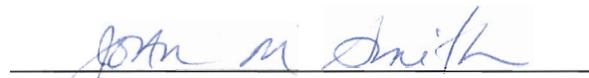
PASSED by the City Council of the City of Camas, Washington, and approved by its Mayor at a regular meeting of the Council, this 14 day of November, 1994.

CITY OF CAMAS, WASHINGTON



Mayor

ATTEST:



City Clerk

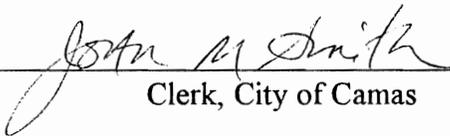
CERTIFICATE

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

1. That the attached ordinance is a true and correct copy of Ordinance No 2009 of the City (herein called the "Ordinance"), as finally passed at a regular meeting of the Council of the City held on the 14 day of November, 1994, and duly recorded in my office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City this 15 of November 1994.



Clerk, City of Camas

[City Seal]

Affidavit of Publication

STATE OF WASHINGTON }
 COUNTY OF CLARK }

I, Michael Gallagher, being first duly sworn, depose and say that I am the owner, editor, publisher of The Post-Record, a weekly newspaper. That said newspaper is a legal newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publication hereinafter to, published in the English language continuously as a weekly newspaper in Camas, Clark County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication

of said newspaper, that the ORDINANCE NO. 2009

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for One successive and consecutive weeks in the following issues;

Issue date Nov. 22, 1994

Issue date _____

The fee charged for the above publication was:

\$ 186.55

Michael J. Gallagher
 Publisher

Subscribed and sworn to before me this 23rd

day of November, 1994

Beverly J. Webster
 Notary Public in and for the
 State of Washington,
 Residing at Camas, Washington

ORDINANCE NO. 2009

AN ORDINANCE of the City Council of the City of Camas, Washington; providing for the acceptance of a loan from the Community Economic Revitalization Board in the principal sum of \$600,000 for the purpose of providing funds to finance certain public improvements; providing the terms and conditions of such loan and the form of the final contract; providing for the disposition of the proceeds of such loan; and providing certain covenants for payment of principal of and interest on such loan.

WHEREAS, the City Council (the "Council") of the City of Camas, Washington (the "City"), deems it necessary and in the best interest of the City and its citizens that certain improvements be made to the combined water and sewerage system of the City (the "System"); and

WHEREAS, in order to provide the funds required for the carrying out of such plan of improvements, the City now desires to authorize the acceptance of a loan from the Community Economic Revitalization Board ("CERB") in the principal amount of \$600,000 (the "Loan"); and

WHEREAS, the Council has received and considered an offer from CERB to make such Loan and has determined that it is in the best interest of the City to so accept this Loan;

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

SECTION 1. Definitions. As used in this ordinance, the following words shall have the following meanings, unless a different meaning clearly appears from the context:

(a) "CERB" means the Community Economic Revitalization Board or its legal successor, if any.

(b) "City" means the City of Camas, Washington, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Washington.

(c) "Construction Fund" means the "Water Construction Fund" created by Section 8 of this ordinance.

(d) "Council" means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

(e) "Final Contract" means the final agreement between the City and CERB described in Section 7 hereof.

(f) "Finance Director" means the Clerk/Finance Director of the City or any successor to the functions of such Finance Director.

(g) "Loan" means the \$600,000 principal amount of the loan from CERB, accepted by the City pursuant to and for the purposes provided in this ordinance.

(h) "Obligations" means noncallable Government Obligations defined in Chapter 39.53 RCW.

(i) "Revenue Fund" means the special "Water and Sewer Revenue Fund" of the City created by Section 4 of Ordinance No. 781 of the City.

(j) "Water Loan Fund" means the "CERB Water Loan Fund" created by Section 5 of this ordinance.

(k) "System" means the existing water supply and distribution system and sanitary sewage collection and disposal system of the City as the same has heretofore been combined and as the same shall be added, improved and extended, for as long as any portion of the principal amount of the Loan is outstanding.

SECTION 2. Findings and Authorization of Improvements. It is hereby found and

declared that the public interest, welfare and benefit of the inhabitants of the City require that the plan of improvements to the System, as described in Exhibit A attached hereto and incorporated by reference herein, be undertaken and completed. The estimated cost of acquiring, constructing and making such improvements, and all costs incidental thereto and to the acceptance of the Loan, is hereby declared to be, as nearly as practicable, the sum of \$600,000 which shall be provided from the proceeds of the Loan.

SECTION 3. Authorization of Acceptance of Loan. The City hereby authorizes the acceptance of the Loan in the aggregate principal amount of \$600,000 to provide money to pay the cost of the improvements described in Exhibit A hereof and all costs incidental thereto and the acceptance of the Loan. The Loan shall be a general obligation of the City. The Loan shall be repaid in 16 annual payments of principal and interest thereon beginning, and calculated, as follows:

If the first disbursement to the City by CERB under the Loan is made between January 1 and June 30, payments of principal of and interest on the Loan shall begin on the fourth July 1 following the first anniversary of the first disbursement of funds. If such first disbursement is made between July 1 and December 31, payments of principal of and interest on the Loan shall commence on the fourth anniversary of the January 1 following the first anniversary of the first disbursement of funds.

The Loan shall accrue interest commencing on the fourth anniversary of the January 1 or July 1 following the first disbursement to the City by CERB under the Loan. Interest shall accrue at the rate of 5.85% per annum. Principal and interest shall be paid in equal annual payments in an amount sufficient to amortize the principal of and interest on the Loan in the sixteen annual payments.

SECTION 4. Prepayment. Notwithstanding any other provision of this ordinance, the City hereby reserves the right to accelerate and prepay any or all of the principal amount of the Loan, at any time and from time to time, at par plus accrued interest to the date of such prepayment, and to eliminate the interest on any accelerated payments of principal. If all, or any portion of the principal amount of the Loan is not disbursed by CERB to the City, the amount not disbursed shall be deemed to be a prepayment of the principal amount of the Loan.

SECTION 5. Creation of Loan and Loan Payment Covenants. A special fund of the City known as the "CERB Water Sewer Loan Fund" (the "Water Loan Fund"), is hereby authorized and directed to be created. The Water Loan Fund shall be drawn upon for the sole purpose of paying the principal of and interest on the Loan.

The Council may, at its discretion, authorize transfers into the Water Loan fund, of moneys on deposit in the Revenue Fund which may legally be used to pay the principal or interest next coming due on the Loan. The City, however, is not obligated to make any such payments from the Revenue Fund into the Water Loan Fund.

The City hereby irrevocably covenants and agrees for as long as any portion of the principal amount of the Loan is outstanding and unpaid, that each year it will include in its budget and levy an ad valorem tax, within and as a part of the tax millage levy permitted to cities without a vote of the people, upon all the property within the City subject to taxation in an amount which will be sufficient, together with all other revenues and money of the City which may legally be used and which the City may apply for such purposes, to pay the principal of and interest on the Loan on the same shall become due. All of such taxes and any of such other money so collected shall be paid into the Water Loan Fund.

The City hereby irrevocably pledges that a sufficient portion of each annual levy to be levied and collected by the City prior to the full payment of the principal of and interest on the Loan will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Loan. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of said taxes and for the prompt payment of the principal of and interest on the Loan as the same shall become due.

Money in the Water Loan Fund not needed to pay the interest or principal next coming due may temporarily be deposited in such institutions or invested in such obligations as may be lawful for the investment of City money. Any interest or profit from the investment of such money shall be deposited in the Water Loan Fund.

SECTION 6. Defeasance. In the event that money and/or noncallable "Government Obligations" (the "Obligations") as such Obligations are now or may hereafter be defined in Ch. 39.53 RCW, maturing at such time or times and bearing interest to be earned thereon in amounts sufficient to redeem and retire the Loan or a portion of the Loan in accordance with its terms, are set

aside in a special account to effect such redemption or retirement and such money and the principal of and interest on such Obligations are irrevocably set aside and pledged for such purpose, then no further payments need to be made into the Water Loan Fund for the payment of the principal of and interest on the Loan so provided for and such Loan shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive the funds so set aside and pledged, and such Loan shall be deemed not to be outstanding hereunder.

SECTION 7. Final Contract. The Mayor of the City is hereby authorized and directed to execute, on behalf of the City, the contract (the "Final Contract") between CERB and the City, substantially in the form attached hereto as Exhibit B. The Mayor and Finance Director of the City are hereby authorized and directed to execute such other documents as may be required for securing aid from CERB to finance the cost of the plan of improvements to public facilities described in Exhibit A hereto.

SECTION 8. Application of Proceeds of Loan. The Finance Director is hereby authorized to create a special fund of the City to be known as the "Water Construction Fund" (the "Construction Fund"). The proceeds of the Loan shall be deposited into the Construction Fund and used to pay the costs of making the improvements described in Exhibit A hereof and all costs incidental thereto, except as otherwise provided in Article 7 of the General Conditions to the Final Contract.

Loan proceeds remaining in the Construction Fund after all of such costs have been paid or reimbursed shall (a) with the approval of CERB, be used to pay costs of other legally authorized expenditures of the City or (b) be deposited in the Water Loan Fund.

Money in the Construction Fund may be invested as permitted by law. All interest earned and profits derived from such investments shall be retained in and become a part of the Construction Fund, except as otherwise provided in Article 8 of the Conditions.

SECTION 9. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Final Contract.

SECTION 10. Effective Date. This ordinance shall take effect and be in full force five days after its passage, approval and publication as required by law.

PASSED by the City Council of the City of Camas, Washington, and approved by its Mayor at a regular meeting of the Council, this 14th day of November, 1994.

CITY OF CAMAS, WASHINGTON
 /s/Dean Dosssett, Mayor
 ATTEST:
 /s/Joan M. Smith
 City Clerk

EXHIBIT A
 PROGRAM OF IMPROVEMENTS
 The project consists of the construction of a waterline of approximately 9,400 linear feet described as follows:

The project consists of construction of a waterline approximately 6,800 feet in length and 18" in diameter. The project will begin at the intersection of NW 43rd Avenue and NW Sierra Street and terminate at the intersection of NW 25th Avenue and NW Parker Street.

The project will provide looped utility service to the Fisher Basin Industrial Park. No. 3571—Nov. 22, 1994



CITY OF CAMAS

616 Northeast Fourth Avenue
P.O. Box 1055
Camas, Washington 98607

MEMORANDUM

TO: Roger, Doug, Joan

FROM: Lloyd Halverson (LH)

DATE: August 26, 1994

SUBJECT: CERB Forms

Attached are copies of correspondence, forms, attachments, and so on from CERB.

As the CERB loan becomes final, these various forms and letters need to be completed. Unless there is a mutual extension of the time limit, the variety of documents are all to be completed by November 30, 1994.

Some specific items will need attention from individuals, as follows:

ITEM:

A. Repayment Resolution/Ordinance - a sample is attached; this looks like Roger's with any needed finance assistance from Joan. CERB (Kathleen Engle would like to review the draft prior to execution of the document.)

B. Attorney's Certificate - another Roger item and example is enclosed. CERB also wants prior review on this.

C. National and State Environmental Protection Act Certification. Doug's item. Sample certificate attached.

D. "Uniform Notification Form" - Doug. I have asked CERB for the address of the clearing house.

E. Statement regarding Permits and Clearances - Doug - this is a letter to CERB, along the lines suggested in the CERB attachment.

Also, the final CERB approval is conditioned on the special conditions listed on page 9 of the attached contract.

MEMORANDUM

Page 2

These are described in items B 1-4. I will take responsibility for items B-1 and B-2. It looks like items B-3 and B-4 related to permits are really best handled by Doug.

I trust this memo will achieve two purposes: to keep you informed, and to parcel out tasks among the team. Please let me know as you get your tasks accomplished or if you have any questions.



RECEIVED

STATE OF WASHINGTON

JUN 6 1994

DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT

2001 6th Ave. Suite 2700 • Seattle, Washington 98121 • (206) 464-6282 • (SCAN) 576-6282 • (FAX) 464-5868

May 31, 1994

TO: Lloyd Halverson
City Administrator
City of Camas

FROM: Kathleen M. Engle 
Assistant Manager
CERB Program

RE: INSTRUCTIONS TO CERB FUNDING RECIPIENTS

Congratulations on receiving CERB approval of your public facilities project. Attached are instructions and documents which are needed to complete (execute) the Final Contract.

I would like to call attention to the following information: It is understood that a Final Contract will be developed by CERB prior to disbursement of funds and that no project costs incurred prior to the executed Final Contract date will be reimbursed by CERB.

A fully executed Final Contract consists of completion of the documents described in this memo and the collection of three signatures on the Final Contract document: 1) the local official; 2) approval of CERB's Assistant Attorney General; and 3) approval of the CERB Chairman. The executed Final Contract date is determined by the date of final approving signature.

1. "Initial Offer of Financial Aid" Form

ACTION:

If you wish to accept CERB's offer, please sign and return this form by the date indicated on the form.

If the terms and conditions of this offer are not acceptable, you may request, in writing, that CERB reconsider, amend or modify its offer. Provisions for reconsideration are contained in WAC 133-40-060 of CERB's Administrative Rules, which is attached hereto.



WASHINGTON STATE
COMMUNITY ECONOMIC REVITALIZATION BOARD

*work
copy*

INITIAL OFFER OF FINANCIAL AID

Offer Date: May 19, 1994

Pursuant to its authority derived from chapter 40, Laws of 1982, 1st ex. sess., and subject to the general and special conditions attached hereto, the Community Economic Revitalization Board (hereafter referred to as "CERB"), hereby offers to make funds available to the **City of Camas** hereafter referred to as the "Contractor", in order to aid in financing the cost of, or improvements to, public facilities consisting of **9,400 linear feet of waterline** as described in the application (hereafter collectively referred to as the "Project").

Funds provided shall be in the form described and shall constitute the maximum allowable 20-year repayment period:

- A loan in the amount of \$600,000. Interest on the loan shall be computed and paid at the rate of 5.85% per annum for sixteen (16) years.
- A deferral of principal and interest repayments for four (4) years.

Should an event occur which the City of Camas would project would result in a decline of twenty percent (20%) or more in the City's assessed valuation, the City would provide CERB staff with full financial information regarding such event to enable the Community Economic Revitalization Board to review the terms of the contract at the next practicable board meeting.

The offer herein provided for shall be subject to completion of: (1) special conditions, as applicable, (2) attorney's certificate, (3) ordinance or resolution accepting terms and conditions of the offer, and (4) evidence of satisfactory completion of all necessary permit processes.

It is understood that a Final Contract shall be developed by CERB prior to disbursement of funds and that no project costs incurred prior to the executed Final Contract date will be reimbursed by CERB. The Final Contract shall consist of:

- Attachment #1 - Signed Certification Page of Application Form
- Attachment #2 - Initial Offer of Financial Aid
- Attachment #3 - General and Special Conditions
- Attachment #4 - Loan Ordinance or Resolution
- Attachment #5 - Attorney's Certificate

If accepted, this Initial Offer of Financial Aid must be signed and returned to CERB prior to July 21, 1994.

**ACCEPTANCE
CONTRACTOR**

CERB

By: _____
Title: _____
Date: _____

By: 
Title: Mason
Date: 6/24/94

INSTRUCTIONS TO CERB FUNDING RECIPIENTS

Page 2

2. **General and Special Conditions**

ACTION:

Please review and comply with these conditions, as appropriate, paying particular attention to the Special Conditions contained on page nine of Attachment #3.

3. **Necessary Documents and Information for Completing the Final Contract**

These forms do **not** need to be returned with the "Initial Offer of Financial Aid." **However, they must be completed within six months from the board approval date and returned by November 30, 1994.**

A. **Repayment Resolution/Ordinance (sample enclosed)**

ACTION:

Complete in draft form and provide to me for review prior to execution of the document.

B. **Attorney's Certificate (sample enclosed)**

ACTION:

Complete in draft form and provide to me for review prior to execution of the document.

C. **National and State Environmental Protection Act Certification (sample enclosed)**

ACTION:

Complete and return.

INSTRUCTIONS TO CERB FUNDING RECIPIENTS

Page 3

D. **"Uniform Notification Form" (form and instructions enclosed)**

Please comply with the Washington Intergovernmental Review Process. Although some clearinghouses are no longer operating, please check with the clearinghouse in your area (see attached list) and complete the attached form if applicable. Please provide a copy of the filing to CERB or a letter stating the clearinghouse in your area is no longer operating. Completion of the process is not required prior to execution of the Final Contract.

E. **Statement Regarding Permits, Clearances, etc.**

ACTION:

Please provide a letter stating that all of the necessary permits and clearances have been, are in the process of, or will be complied with prior to expenditure of CERB funds. The letter must be signed by the appropriate local official. The letter should contain a listing of the basic permits, clearances, etc. which are pertinent to the project.

This statement pertains only to the public works construction project, and is not intended to extend to the requirements which must be met by the private development.

CAREFULLY REVIEW AND MAKE NOTE OF THE CRITICAL DATES, ETC. CONTAINED IN THE ENCLOSED FORM ENTITLED "SUMMARY OF CRITICAL DATES AND INSTRUCTIONS".

CERB AUTHORIZATION IS REQUIRED FOR ANY EXTENSIONS OR MODIFICATIONS TO THE PROJECT.

If you have any questions, please do not hesitate to contact me at (206) 464-6282.

COMMUNITY ECONOMIC REVITALIZATION BOARD
GENERAL AND SPECIAL CONDITIONS

Except as supplemented or modified by the Special Conditions set forth on page nine (9), the following articles shall constitute General Conditions to the Final Contract.

Article 1. DEFINITIONS

- a) CERB shall mean the Community Economic Revitalization Board.
- b) Contractor shall mean the **City of Camas**.
- c) The Contract Agreement shall consist of the Certification Page from the application, the Initial Offer of Financial Aid, General and Special Conditions, and the Resolution or Ordinance accepting CERB assistance and detailing repayment terms, if applicable, and shall include all modifications thereto incorporated into documents.
- d) This contract shall be construed for all purposes as a contract entered into pursuant to the laws of the state of Washington.

Article 2. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS.

The contract documents are complementary, and what is called for by one shall be binding as if called for by all.

Article 3. PERMITS, LAWS AND REGULATIONS.

All permits and licenses necessary for the prosecution of the project works shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall likewise be secured and paid for by the Contractor.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the project work.

The Contractor must evidence satisfactory completion of all necessary permit processes.

The Contractor shall comply with all relevant local, state and federal regulations.

Article 4. COMPLETION OF CONTRACT ARRANGEMENTS.

Unless other arrangements are agreed upon in writing and incorporated into this document under Special Conditions, the Contractor shall have ninety (90) days, or until the next regularly scheduled board meeting after ninety days, to complete contract requirements between the date the Initial Offer of Financial Aid is executed and the date the Final Contract is executed. Extensions may be considered upon appropriate request.

Article 5. PUBLIC INDEBTEDNESS.

This agreement shall not be construed as permitting the Contractor to exceed any public debt limitation established by statute, constitutional provision or otherwise, and the obligation created by a CERB loan to the Contractor shall be included in the total constitutional debt obligation of the Contractor.

A CERB loan constitutes a full faith and credit debt obligation of the Contractor. The Contractor's obligation to repay the CERB loan is unconditional.

Article 6. DISBURSEMENT OF FUNDS (check option 1 or 2)

OPTION 1 (advance of funds)

The precise terms of disbursement shall be as follows:

No funds will be disbursed for construction expenses until a bid is awarded for the project.

The initial installment will be payable upon CERB's receipt and acceptance of a state voucher form certifying the project starting date, and the amounts that will be due and payable by the Contractor within ninety (90) days of the request for the initial installment.

Documentation of funds expended will be required on an advance of funds request within ninety (90) days of the request. In the event the advanced funds have not been expended within 90 days, a written explanation as to why funds have not been used and a timetable as to when funds are anticipated to be expended shall be submitted no later than 90 days from disbursement.

Ten (10) percent of funds will be retained by CERB on all advance requests until documentation of funds expended for the full amount is received.

All other payments shall be made on a reimbursement basis only upon CERB's receipt and acceptance of a state voucher form and a recap of expenditures form providing a breakdown of funds disbursed in the previous installment (forms provided by CERB) and documentation of funds expended.

Total funds disbursed shall not exceed actual amounts required for the project described or the amount of the CERB award, whichever is the lesser. All funds other than CERB's must be disbursed prior to CERB funds, except where required on a matching basis by other federal or state programs.

CERB will not recognize any requests for project cost over-runs.

If a combination loan and grant is approved, under no circumstances will payment be made from the grant portion prior to total disbursement of funds from the loan portion.

OPTION 2 ___ (reimbursement of funds)

The precise terms of disbursement shall be as follows:

Funds will be disbursed on a reimbursable basis only.

The initial installment shall be payable upon CERB's receipt and acceptance of a state voucher form certifying the project starting date and appropriate certification of the amounts paid to date. The second and any additional payments will be made in a similar manner and will include a recap of expenditures form providing a breakdown of funds disbursed in the previous installment (forms provided by CERB).

Total funds disbursed shall not exceed actual amounts required for the project described or the amount of the CERB award, whichever is the lesser. All funds other than CERB's must be disbursed prior to CERB funds, except where required on a matching basis by other federal or state programs.

CERB will not recognize any requests for project costs overruns.

If a combination loan and grant is approved, under no circumstances will payment be made from the grant portion prior to disbursement of funds from the loan portion.

Article 7. INTEREST ON CERB FUNDS.

In those cases where funds have been disbursed by CERB, and the commencement of the Contractor's performance has been delayed beyond thirty (30) days after execution of the Final Contract, all unexpended funds disbursed by CERB pursuant to this agreement shall be placed in an interest-bearing account, in CERB's name, and all interest accruing on such funds shall inure to the benefit of CERB.

Article 8. REPAYMENT PROVISIONS

Loan payments shall be made to CERB in accordance with the terms described in Attachment #4 to this agreement.

Upon failure to pay any installment, or any portion thereof, of principal or interest, CERB may at its option declare the entire remaining balance of the loan, together with interest accrued thereon, immediately due and payable. Failure to exercise its option with respect to any default shall not constitute a waiver by CERB to exercise such options for any succeeding installment payment which may then be in default. The Contractor shall pay the cost and reasonable attorney's fees incurred by the State in any action undertaken to enforce its rights under this contract.

Article 9. PROJECT PERFORMANCE.

The Contractor's performance shall commence within one hundred twenty (120) days after execution of the Final Contract, unless otherwise specified in the Special Conditions. Extension may be considered upon appropriate written request. Any changes are to be incorporated into this document as additions or amendments to Special Conditions.

If at any time during the term of this agreement CERB determines that project performance is unsatisfactory, including, but not limited to: (a) defective work not remedied, or (b) a reasonable doubt that the Contract can be completed for the balance then unpaid, CERB reserves the right to withhold payments until the problem is remedied or to exercise its rights of termination under Article 16 of this agreement.

Article 10. OWNER SHALL CONTINUOUSLY MAINTAIN PROTECTION OF PROJECT WORK AND PROPERTY AT OWNER'S RISK.

The Contractor shall continuously maintain adequate protection of all the project work from damage and shall protect the property from injury or loss arising in connection with this contract. The entire work of the Contractor shall be at the sole risk of the Contractor. The Contractor may elect to secure fire, extended coverage and vandalism insurance or all-risk insurance to cover the project work during the course of construction.

The Contractor shall take all necessary precautions for the safety of employees on the project work, and shall comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injuries to persons, on, about, or adjacent to the premises where the work is being performed.

Article 11. ACCESS TO WORK AND RECORDS.

All property, facilities, and records developed pursuant to this agreement shall be available for inspection upon request during regular business hours by CERB or its authorized representative. All records supporting every request for payment shall be maintained in a manner which will provide an audit trail to the expenditures. This paragraph shall be included in any and all subcontracts let by the Contractor under this agreement.

Article 12. INDEMNIFICATION.

The Contractor shall defend, protect, and hold harmless the State of Washington, the Department of Trade and Economic Development, CERB, or any state employee from all claims, suits, and or actions arising from any damage caused, negligent act, or omission of the Contractor or any authorized subcontractor, or any employees or agents of either while performing this contract.

Article 13. NONDISCRIMINATION.

During the performance of this contract, the Contractor shall comply with the following federal and state nondiscrimination laws, regulations, and policies:

- A. The Contractor shall not, discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap. This covers not only hiring but also upgrading, demotion, transfer, recruitment, or selection for training.
- B. The Contractor shall not, on grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap:
 - 1. Deny any services or benefits provided to the public.
 - 2. Provide any services or benefits in a different manner from those provided to the general public.
 - 3. Subject an individual to segregation or separate treatment while receiving any services or benefits provided to the general public.
 - 4. Deny any individual an opportunity to participate in any program provided by this contract which is different from that afforded others.
 - 5. Utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination in determining: (a) the types of services or benefits to be provided; (b) the class of individuals to whom services or benefits will be provided; (c) the situation in which services or benefits will be provided; or (d) the class of individuals to be afforded an opportunity to participate in any services or benefits.
- C. CERB shall advise the Contractor immediately if it becomes aware of any noncompliance with the above laws and give reasonable time to cure the problem. In the event the Contractor refuses to comply, this contract may be terminated in whole or in part, and the Contractor will be declared ineligible for further contracts with CERB.
- D. Whenever possible the Contractor will subcontract with minority-owned and women-owned business enterprises certified by the Office of Minority and Women's Business Enterprises. Specific amounts subcontracted to those firms will be reported to the Department of Trade and Economic Development to help it comply with RCW 39.19 which has as its goal that at least 10 percent of all its contracts go to minority-owned firms and 4 percent go to women-owned firms.

Article 14. CONTINGENCIES.

The duty of CERB to approve disbursement of funds pursuant to this agreement is contingent upon strict compliance by the Contractor with the terms of the agreement. The duty of the State of Washington to disburse funds is contingent upon the funds being available in the appropriate accounts of the state general fund.

Article 15. PERFORMANCE REPORTING.

The Contractor shall submit progress reports as required by CERB. The Contractor shall also report, in writing any problems, delays, or adverse conditions which will materially affect the ability to meet project objectives, time schedules, or work units by the established time period. This disclosure shall be accompanied by a statement of the action taken or contemplated and any CERB assistance needed to resolve the situation.

Within forty-five (45) days of project completion or whenever CERB project assistance is terminated, the Contractor shall submit a Project Completion Report to CERB, signed by the Contractor's responsible party, which shall include an accounting of all expenditures, a description of work accomplished, further refinement of private sector permanent employment impacts, etc. (format to be provided by CERB). If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall contain a final accounting summarizing all expenditures not previously reported and shall include an overall summary for the entire project.

After submission of the Project Completion Report, the Contractor shall continue, as required or for not less than three years, to submit annual reports on the economic impact of the project. The reports shall be in a format acceptable to CERB and describe the private sector employment and investment activity resulting from the project.

Article 16. TERMINATION.

CERB may require strict compliance by the owner with the terms of this agreement, including but not limited to, the requirements of the applicable statutes, rules and policies incorporated in this agreement, and with the representations of the Contractor in its application for a grant as finally approved by CERB.

All obligations of CERB under this agreement may be suspended or canceled at the option of CERB if any of the following occur:

- a) The Contractor has failed to make satisfactory and reasonable progress to complete the project, or CERB concludes it will be unable to complete the project or any portion of it.
- b) The Contractor has either made misrepresentations in its application or in any other information furnished to CERB in connection with this project, which misrepresentations would have provided a basis upon which the application would have otherwise been rejected.

CERB or its staff may suspend, or may terminate, the obligation to provide funding to the Contractor under this agreement in the event of any breach or anticipatory failure by the Contractor to assure performance of any of the obligations under this agreement, including the probable failure to occur of all or any of the private development or expansion which justified the project. CERB may at its absolute discretion, provide a reasonable time for such defect to be cured, including allowing the Contractor to find a satisfactory replacement in private development. Any such replacement must be approved by the board.

In the event that any portion of the loan or grant amount has been paid to the Contractor under this agreement at the time of breach, or failure of the Contractor to satisfactorily perform or failure of the

private development to occur, CERB may require that such amount be repaid in full not later than ninety (90) days from date of demand.

Article 17. RESTRICTIONS ON CONVERSION OF FACILITY TO OTHER USES.

The Contractor shall not at any time convert any property or facility acquired or developed pursuant to this agreement to uses other than those for which CERB assistance was originally approved without the prior written approval of CERB.

In the event that the Contractor converts any such property or facility to an unapproved use, the Contractor shall pay to CERB all funds disbursed under this contract with interest in full upon demand.

Article 18. NONWAIVER OF CERB RIGHTS.

CERB's failure to insist upon the strict performance of any provision or to exercise any right based upon a breach of the contract or to accept any defective performance, shall not constitute a waiver of any rights under this contract.

Article 19. DUPLICATION OF EFFORT.

No work to be performed under this contract shall duplicate any work to be charged against any other contract, subcontract, or other source. This provision shall be included in any subcontract which exceeds \$2,500. The Contractor shall advise CERB, in writing, of any other work it has performed or is performing which might be relevant to this contract.

Article 20. CHANGES.

Either party may, from time to time, request changes in this contract. Any such change shall be effective only if committed to writing, signed by all parties, and incorporated into this agreement.

Article 21. IDENTIFYING MARKERS

CERB reserves the right to display, during the period covered by this agreement and after project completion, appropriate signs or markers identifying the roles of the state and other agencies participating financially in this project.

Article 22. INSURANCE COVERAGE.

The Contractor shall be in full compliance with all state unemployment and industrial insurance laws while performing work under this contract. CERB will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during performance of this contract.

Article 23. NOTICES.

All notices, demands, requests, consents, approvals, and other communication which may be or are required to be given by either party to the other under this agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

a) Notice to CERB:

Department of Community, Trade and Economic Development
Community Economic Revitalization Board (CERB)
2001 6th Avenue Suite 2700
Seattle, WA 98121

b) Notice to Contractor:

Lloyd Halverson	(name)
City Administrator	(title)
City of Camas	(political subdivision)
P.O. Box 1055	(address)
Camas, WA 98607	(address)

or to such other official or addresses the Contractor shall have furnished to CERB in writing.

Article 24. ACCOUNTING.

Project cost accounting will be accomplished within prescribed standards as approved by the Office of the State Auditor and material and records evidencing such accounting shall be held available for audit by the State Auditor, Division of Municipal Corporations, State of Washington. A copy of the State Auditor's report(s) of the project will be provided to CERB by the Contractor.

SPECIAL CONDITIONS

- A. Repayment terms are as follows:
- Interest rate: 5.85 percent per annum on the outstanding principal balance.
 - A deferral of principal and interest repayments for four (4) years.
 - Term: 20 years
 - If the first disbursement is between January 1 and June 30, repayment will begin July 1 following the first anniversary of the first disbursement of funds.
 - If the first disbursement is between July 1 and December 31, repayment will begin January 1 following the first anniversary of the first disbursement of funds.
- B. The \$600,000 loan offer is conditioned upon the following:
1. Receipt by the board of evidence that all outstanding siting issues for Linear Technology have been resolved, specifically (a.) land issues regarding the site, (b.) state tax issue regarding sales tax Linear Technology of Washington will be required to pay when they purchase equipment from a Linear Technology subsidiary, and (c.) the property tax trending table that will apply to Linear Technology.
 2. Receipt by the board of evidence that the financing for Linear Technology's project is in place.
 3. Receipt by the board of evidence that all permits required for Linear Technology's project have been issued.
 4. Receipt by the board of evidence that an environmental review of the public sector project has been completed and either no environmental permits are required to be obtained, or if any such permits are required, they have been obtained.

RECEIVED

AUG 26 1994

MAYOR'S OFFICE

CERB SAMPLE FORM

(ORDINANCE OR RESOLUTION) # _____

An (ordinance or resolution) of the (political subdivision), Washington, authorizing and directing the (appropriate officer(s), by title) to execute on behalf of the (political subdivision) an agreement between the Washington State Community Economic Revitalization Board and the (political subdivision) for aid in financing the costs of public facilities consisting of (describe project).

The (political subdivision) does hereby resolve as follows:

Section 1. That the (appropriate officers(s), by title) of the (political subdivision) be and (he/she is or they are) hereby authorized and directed to execute, on behalf of the (political subdivision), a Final Contract between the Community Economic Revitalization Board and the (political subdivision) and such other documents as may be required for securing aid in financing the cost of the above-described public facilities.

A copy of said Final Contract is attached hereto, designated as Exhibit A, and made a part hereof as though set forth herein in full.

Section 2. The (governing body of the Political subdivision; commission, council etc.) has accepted the offer of the loan from the Community Economic Revitalization Board in the amount of \$ _____, said loan to bear interest at the rate of _____% per annum.

Repayment of said _____ (general obligation or revenue-based) loan shall be in accordance with the provisions of Article 8 of the General and Special Conditions to the Final Contract and more particularly as follows:

(described repayment terms)

The (political subdivision) reserved the right to accelerate payments on principal and eliminate the interest on any accelerated principal payments.

This obligation shall be considered as a legal general obligation of the (political subdivision) and the (political subdivision) hereby pledges its full faith and credit to the payment thereof.

CERB SAMPLE FORM
Ordinance or Resolution - Page 2

Section 3. The (political subdivision) shall establish a separate fund to be known as the Community Economic Revitalization Board (CERB) Fund. Establishment of this fund applies to CERB grants and loans. In the case of a loan, there shall be sufficient moneys placed in this fund to meet the above-detailed repayment schedule. The source of payment is

(Include emergency clause, if necessary.)

DATED AND SIGNED this _____ day of _____, 19__.

(POLITICAL SUBDIVISION)

By: _____

By: _____

(Note: Signatures should be the same as officer(s) so designated in the first section of this document.

ATTEST:

CERB SAMPLE FORM

ATTORNEY'S CERTIFICATE

Chairman
Community Economic Revitalization Board
c/o Dept. of Trade & Economic Dev.
2001 Sixth Avenue, Suite 2700
Seattle, Washington 98121

DATE:

Dear Sir:

I am an attorney at law admitted to practice in the State of Washington, and the duly selected and duly appointed attorney of the applicant:

(name of political subdivision)

I have examined the application which is filed with the Community Economic Revitalization Board of the State of Washington, whereby assistance is requested for the following described public facilities project:

(describe project)

I have reviewed all (resolutions/ordinances) relating to the above-described project, including those accepting the financial assistance from the Community Economic Revitalization Board as follows:

(described loan/grant terms as will be set forth in Final Contract)

I have also reviewed the Final Contract to be executed by the Community Economic Revitalization Board and the (political subdivision) and all attachments incorporated within such agreement, including the General and Special Conditions of the Community Economic Revitalization Board.

I have examined the financial records of the (political subdivision), paying particular attention to the composite outstanding debt. I am aware of the provisions of Chapter 39.36 RCW and any successor or other statute or rule relating to debt limitations for taxing districts.

I have further examined the proposed public facilities project outlined in the application in the light of existing comprehensive land use plans and zoning ordinances for the (political subdivision), including the plans for the acquisition of land and the development thereof for the public facilities project. For this purpose, I am including Shoreline Management Plans as comprehensive land use plans.

I have also examined any and all documents and records additional to the above which are also germane to the proposed loan/grant.

Based on the foregoing, it is my opinion that:

1. The (political subdivision) 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, to receive and expend the funds involved for said purposes, to accomplish the objectives set forth in their application.
2. The (political subdivision) is empowered to adopt the (resolution/ordinance), a copy of which is attached hereto, accepting the aforesaid financial assistance and providing for the repayment of the loan as set forth in the Final Contract and the attached (resolution/ordinance).
3. Such (resolution/ordinance) was properly adopted in accordance with the laws of the State of Washington.
4. The (political subdivision) has the right, title and interest in all real property required to construct and implement the above-described public facilities project. Specifically:

(This paragraph of the opinion should indicate in some detail (1) whether the political subdivision owns a fee interest or holds some other right (i.e., easement, right-of-way, etc.) in the property on which the public facilities are to be constructed, and (2) the limitations, if any, on the use of such property interest.)

5. 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 (political subdivision) from repaying the loan extended by the Community Economic Revitalization Board with respect to such project. The (political subdivision) is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the attached (resolution/ordinance), except:

(described any such litigation, giving status and anticipated outcome)

6. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the (political subdivision).
7. To the best of my understanding, the proposed project is consonant with any and all land use plans and zoning ordinances, as those terms are described above.

Based on the factual representations made to me, for purposes of this opinion, by (identity of political subdivision officer or other representative), I further certify that the (political subdivision) is in legal compliance with those requirements of the Community Economic Revitalization Board upon which disbursement of the loan/grant commitment of the agency has been conditioned.

Very truly yours,

(signature, applicant's attorney)

DH:3.17/103-105

D R A F T

CERTIFICATION

National and State Environmental Protection Act

I hereby certify that the (city, county or port) of _____
has complied with the provisions of the National Environmental
Protection Act (NEPA), to the extent that the same is applicable,
and with provisions of the State Environmental Protection Act
(SEPA, chapter 43.21C) including, particularly, wetlands
protection for the public facilities project described as
follows:

(Brief description of the project)

Specifically:

(This paragraph should describe that an environmental
assessment or environmental check list has been completed or
that the project is otherwise exempted from the provisions
of SEPA, with appropriate reference to the provisions of law
exempting the project. Otherwise, there should be a brief
summary indicating either that a declaration of nonsigni-
ficance was filed with appropriate reference to the date, or
that an environmental impact statement has been undertaken
with a report on its progress, i.e., dates of filing of
draft and final environmental impact statements or other
statement of progress.)

At the date of this certification there has been no challenge to
the actions taken by the (city, county or port district) pursuant
to NEPA or SEPA, or by any other agency in relation to the above
described project and no challenge is anticipated. (Describe any
reasonably anticipated challenge giving analysis of the possible
outcome.)

Name of Official

Title

Date of Certification

WASHINGTON INTERGOVERNMENTAL REVIEW
PROCESS UNIFORM NOTIFICATION FORM

1. PROJECT IDENTIFICATION NUMBER:

2. APPLICANT:

3. PROPOSED DATE OF SUBMITTAL:

4. PROJECT TITLE:

5. CONTACT PERSON:

Name:

Phone:

Address:

6. FUNDING (INDICATE AMOUNT OF FUNDS
AND SOURCE)

Federal \$ _____

State \$ _____

Local \$ _____

Other \$ _____

TOTAL \$ _____

7. DESCRIPTION:

8. GEOGRAPHICAL AREA AFFECTED (County, City, Town, etc.)

9. DURATION OF PROJECT:

10. DATE COMMENTS ARE DUE:

11. CERTIFYING OFFICIAL: Name: _____

Signature: _____

Title: _____

INSTRUCTIONS

1. Enter the project identification number, which is the state application identification number assigned by the clearinghouse for your jurisdiction. The applicant must contact the clearinghouse and ask to be assigned this number. The project identification number is unique to this application and cannot be transferred.
2. Enter the name of the agency, organization, or individual responsible for the application. Please do not use acronyms.
3. Enter the date the formal application will be submitted to the funding agency (normally a maximum of 30 days from submittal to the appropriate clearinghouse (s) for non competing continuation awards and a maximum of 60 days for all others).
4. Enter the title, preferably descriptive, of the project.
5. Enter the name of the person to be contacted for further information about the proposed project. Include the mailing address and phone numbers.
6. Enter funding amounts to the nearest dollar. If any are in the form of "in-kind" contributions, please indicate. Also, indicate the source of funds.
7. Briefly describe the project, being as specific as possible, but including its goals. The description should include the following information:
 - Purpose of the project,
 - Segment of the population to receive services and benefits.
 - Kinds of services or benefits to be provided by the project.
 - Sources of state and local funding.
8. Enter geographical area affected by the project (indicate county, city, state, etc). For applications generated by a private agency, non-profit agency or local public agency a copy of the form must be submitted to all clearinghouses whose jurisdictions will be affected by the project.
9. Enter the dates the project will actually take place. If this is an application for funds to continue a project, enter date it began.
10. Indicate the last date comments about the application will be received.
11. Enter the name, signature, and title of the official responsible for authorizing this proposal and the date signed.

Spokane Spokane Regional Council
Spokane City Hall, Sixth Floor, Room 627
West 808 Spokane Falls Blvd.
Spokane, WA 99201-3333
(509) 456-4340

Stevens (Same as Ferry County)

Thurston Thurston Regional Planning Council
Building 1, Administration
2000 Lakeridge Drive SW
Olympia, WA 98502
(206) 786-5480

Wahkiakum (Same as Cowlitz County)

Walla Walla Walla Walla County Planning Department
310 West Poplar, Suite 117
Walla Walla, WA 99362
(509) 527-3285
(Also clearinghouse for Columbia County)

Whatcom Whatcom County Council of Governments
1203 Cornwall Avenue, Suite 104
Bellingham, WA 98225
(206) 676-6974

Whitman Whitman County Planning Department
P.O. Box 430
Colfax, WA 99111-0430
(509) 397-6212

Yakima Yakima Valley Conference of Governments
104 N. First Street, Room B24
Yakima, WA 98901
(509) 575-4372

PROVISIONS FOR RECONSIDERATION

EXCERPT FROM CERB'S ADMINISTRATIVE RULES:

NEW SECTION

WAC 133-40-060 REQUESTS FOR RECONSIDERATION. (1) Any political subdivision whose governing body takes exception to the terms and conditions of the public facility loan and/or grant contract offered by the board upon authorization of such loan and/or grant may request the board in writing to reconsider, amend or modify its offer. Any such request shall propose specific amendments or modifications, and shall fully substantiate the reasons therefor.

(2) Any political subdivision whose application for financial assistance was denied in whole or in part by the board, within 15 days of notification thereof may petition the board in writing to reconsider its decision. Such requests for reconsideration shall only be submitted with new or additional information in support of the application not available to the board during its initial deliberations.

SUMMARY OF CRITICAL DATES AND INSTRUCTIONS

The following policies have been developed by the Community Economic Revitalization Board (CERB). The provisions are contained in the contract documents. They are summarized below for your information to assist you with contract compliance.

1. **The applicant must have all necessary and required actions ready to occur to allow the project to proceed to construction within a six month period from board approval to final contract execution.** The board may, on a case-by-case basis, extend this time period upon written request. The following contract documents with associated execution times are listed below and comprise the six-month period.
 - a. The *Initial Offer of Financial Aid* must be signed and returned to CERB within 45 days of the applicant's receipt of the document.
 - b. Following execution of the *Initial Offer of Financial Aid*, the applicant has approximately 90 days to complete *Final Contract* documents.
 - c. The *Final Contract* must be signed and returned to CERB within 30 days of receipt of the document.
2. The applicant has 120 days following execution of the Final Contract to **commence project construction**. This may be extended upon written request.
3. No funds will be disbursed before a bid is awarded for project construction. Funds may be either advanced or reimbursed.
4. If CERB funds are drawn and project construction does not begin within 30 days, the funds must be placed in an interest-bearing account payable to CERB.
5. If a grant/loan combination is approved, all loan funds will be drawn **prior to** grant funds.
6. All funds other than CERB funds must be disbursed prior to CERB funds, except where required on a matching basis by other state or federal programs.
7. No cost over-runs will be considered by CERB.
8. A *Final Report* shall be submitted to CERB, signed by the responsible local official, within 45 days of project completion or whenever CERB assistance is terminated.
9. If the applicant draws CERB funds that are not needed for the project, these funds must be returned to CERB within 30 days after submission of the Final Report.
10. The project is to be audited by the State Auditor's Office of Municipal Corporations. A copy of the audit report is to be provided to CERB.



PRESTON GATES & ELLIS
ATTORNEYS

March 17, 1995

Ms. Joan M. Smith
Finance Director
City of Camas
616 N.E. 4th Avenue
Camas, WA 98607

Re: City of Camas, Washington,
CERB Loan - \$600,000

Dear Ms. Smith:

All proceedings for the authorization and consummation of the above loan transaction have now been completed and we have delivered our approving legal opinion with respect thereto. Accordingly, I have prepared and enclose our statement for legal services rendered and costs incurred in connection with this financing.

Also enclosed is a bound transcript of the proceedings and documentation relating to this loan.

If any questions arise, please do not hesitate to call.

Very truly yours,

PRESTON GATES & ELLIS

By 
Forrest W. Walls

FWW:mlb
Enclosures

J:\FWW\16966-00.004\03\$2YC.DOC

A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

ANCHORAGE • COEUR D'ALENE • LOS ANGELES • PORTLAND • SPOKANE • TACOMA • WASHINGTON, D.C.

5000 COLUMBIA CENTER 701 FIFTH AVENUE SEATTLE, WASHINGTON 98104-7078 PHONE: (206) 623-7580 FACSIMILE: (206) 623-7022

PUBLICATION

THE FOLLOWING PUBLICATION:

ORDINANCE NO.
RESOLUTION NO.
NOTICE

2009, 2010

WAS RECEIVED BY THE POST RECORD ON

11/17/94

DATE

AT

8:55

TIME

FOR PUBLICATION

11/22/94

DATE

SIGNITURE OF PERSON RECEIVING PUBLICATION:

J. Hammond

**CITY OF CAMAS, WASHINGTON
LOAN FROM COMMUNITY ECONOMIC
REVITALIZATION BOARD**

\$600,000

Opinion Dated: November 28, 1994

PRESTON GATES & ELLIS

CITY OF CAMAS, WASHINGTON

LOAN FROM COMMUNITY ECONOMIC REVITALIZATION BOARD
\$600,000

RECORD OF PROCEEDINGS

1. Certificate of the Clark County Assessor stating the assessed valuation of all of the taxable property within the City as fixed in the fall of 1994 for the purposes of 1995 taxation.
2. Statement of the City as to outstanding voted and non-voted indebtedness of the City.
3. Certificate of the Finance Director as to cash and investment balances in the General Obligation Bond Redemption Funds of the City.
4. Bond Counsel's Calculation of Debt Limit.
5. Certified copy of Ordinance No. 2009 of the City (the "Loan Ordinance") authorizing the loan from the Community Economic Revitalization Board.
6. Form 8038-G and Affidavit of Mailing.
7. Final approving legal opinion of Preston Gates & Ellis.

D SCARBROUGH, CTY CLERK
CITY OF CAMAS
CITY HALL
CAMAS, WA 98607

DEAR DISTRICT REPRESENTATIVE:

I HEREBY CERTIFY THAT THE ITEMIZED ASSESSED VALUE BY CODE DISTRICT LISTED ON THIS NOTICE IS THE CERTIFIED ASSESSED VALUE FOR THE 1993 LEVY FOR 1994 TAXES.

CODE	ASSESSED VALUE	
112.001	516,687	
117.000	777,997,037	
117.002	8,071,130	NO BONDS BEFORE 83.
117.023	50,671,519	
117.026	40,685,900	
AGENCY TOTAL	877,942,273	

R.C.W. 84.36.381 as amended by Chapter 11 Laws 1983. 1st Extraordinary Session of State Legislature provides an additional exemption for Senior Citizens of regular property taxes.

872,910,343

Your total assessed value, for general fund purposes, should be reduced by \$ 5,031,930. The breakdown is as follows: Senior Citizen income of \$15,000 or less is exempt from levies plus 50% of assessed value, but not less than \$34,000 equalling \$ 4,035,790; and Senior Citizen income of \$15,001 to \$18,000 is exempt from levies plus 30% of assessed value, but not less than \$30,000 or more than \$50,000, equalling \$ 996,140.

Your total assessed value for bonds (special levies, excess levies) should be reduced by a total of \$ 14,895,140. The breakdown is as follows: See breakdown above, plus Senior Citizen income of \$18,001 to \$26,000 equalling \$ 9,863,210.

The timber value is no longer included as part of the taxing district assessed value other than for computing bonds, excess levies, and maintenance and operation levies. Chapter 204 Laws of 1984 require that full TAV (timber assessed value) be added only in districts that have bond levies or excess levies. This value is not added into the value on the attached letter. Your full TAV is \$ 110,468. To compute bond levies and excess levies all the TAV will be added into the districts assessed value. To compute maintenance and operation levies either one half of the TAV 0 or 80% of the timber roll 0 whichever is greater will be added into the districts assessed value.

RESPECTFULLY SUBMITTED
THIS 28 DAY DEC 1993

BEN GASSAWAY
CLARK COUNTY ASSESSOR

1995 value, full value

*rec'd 11/3/94
via Roger Kroy*

CITY OF CAMAS - ESTIMATED 106% CALCULATION FOR GENERAL FUND
WITH AND WITHOUT JAMES RIVER'S DISPUTED VALUE
OCTOBER 28, 1994

A. 3,142,477.23 ¹⁹⁹⁵ X 106% = 3,331,025.86

Now (Construction)
B. 61,154,675.00 X 3.60000 / 1000 = 220,156.83

C. UTIL VALUE (?) *last year's value*

D. 3,331,025.86 + 220,156.83 = 3,551,182.69

new construction

*1994
873,020,811*

ESTIMATED 1995 TAXABLE VALUE FOR GENERAL FUND (JAMES RIVER'S CURRENT VALUE) 953,758,557.00

3,551,182.69 / 953,758,557.00 X 1000 = 3.72336

106% RATE 3.72336

STAT LMT 3.60000

953,758,557.00 X 3.60000 / 1000 = 3,433,530.81

ESTIMATED 1995 TAXABLE VALUE FOR GENERAL FUND (NOT INCLUDING JAMES RIVER'S CONTESTED \$200,000,000 VALUE) 753,758,557.00

3,551,182.69 / 753,758,557.00 X 1000 = 4.55521

106% RATE 4.55521

STAT LMT 3.60000

753,758,557.00 X 3.60000 / 1000 = 2,713,530.81 ✓

DIFFERENCE 720,000

*actual loss = > 200,000 -
because we have 220,150 -
New const tax yr*

*2-3 yrs process
since 1991
PA Aff
at 1000*

*84,521,011
11/10/94*



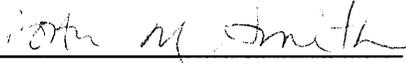
CITY OF CAMAS

616 Northeast Fourth Avenue
P.O. Box 1055
Camas, Washington 98607

November 21, 1994

I, Joan M. Smith, Finance Director and Clerk-Treasurer of the City of Camas certify that the outstanding current general indebtedness of the City of Camas on November 21, 1994 is as follows:

Bonds Outstanding Unlimited General Obligation	\$1,190,000.00
Bonds Outstanding Limited General Obligation	\$ 340,000.00
CERB Loan - Pacific Rim Blvd.	\$ 523,834.95
CERB Loan - Fisher Basin Sewer	\$ 598,499.92



Joan M. Smith
Finance Director



CITY OF CAMAS

616 Northeast Fourth Avenue
P.O. Box 1055
Camas, Washington 98607

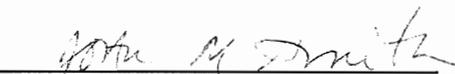
November 21, 1994

I, Joan M. Smith, Finance Director and Clerk-Treasurer of the City of Camas certify that the following are the Cash and Investment balances in the City of Camas General Obligation Bond Redemption Funds as of November 21, 1994:

Unlimited General Obligation Bond Redemption Fund	(\$ 762.06)
Limited General Obligation Bond Redemption Fund	\$41,031.46

Taxes Receivable are:

Unlimited General Obligation Bond Redemption Fund	\$20,402.11
Limited General Obligation Bond Redemption Fund	\$19,830.44



Joan M. Smith
Finance Director

BOND COUNSEL'S CALCULATION OF DEBT LIMIT

Value of taxable property within the City of Camas, Washington, as set in 1994 for purposes of 1995 regular and excess levies, per statement of Clark County Assessor: \$753,758,557.00

Nonvoted Limited Indebtedness:

Nonvoted debt ceiling per RCW 39.36.020:
1-1/2% of value of taxable property \$11,306,378.00

Less:

Nonvoted debt outstanding per
City schedule of debt (including leases) \$1,462,334.87

1994 CERB Loan: 600,000.00

Total Nonvoted Debt \$2,062,334.87

Remaining nonvoted debt capacity per
RCW 39.36.020: \$9,244,043.13

Total Debt Ceiling for General Municipal
Purposes, Voted and Nonvoted:

2.5% of value of taxable property \$18,843,964.00

Less:

Voted debt outstanding per schedule
of City debt \$1,190,000.00

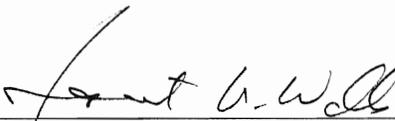
Total debt \$3,252,334.87

Remaining debt capacity unused: \$15,591,629.13

Based upon the statement of assessed valuation of the Clark County Assessor, the statement of the City's Finance Director as to debt outstanding as of November 21, 1994, the loan received from the Community Economic Revitalization Board by the City of Camas, Washington, will be within the constitutional and statutory limits for voted and total indebtedness.

DATED this 28th day of November, 1994.

PRESTON GATES & ELLIS

By 
Forrest W. Walls

J:\FWW\16966-00.004\0302U8.DOC

CITY OF CAMAS, WASHINGTON
COMMUNITY ECONOMIC REVITALIZATION BOARD LOAN

\$600,000

ORDINANCE NO. 2009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON; PROVIDING FOR THE ACCEPTANCE OF A LOAN FROM THE COMMUNITY ECONOMIC REVITALIZATION BOARD IN THE PRINCIPAL SUM OF \$600,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE CERTAIN PUBLIC IMPROVEMENTS; PROVIDING THE TERMS AND CONDITIONS OF SUCH LOAN AND THE FORM OF THE FINAL CONTRACT; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SUCH LOAN; AND PROVIDING CERTAIN COVENANTS FOR PAYMENT OF PRINCIPAL OF AND INTEREST ON SUCH LOAN.

PASSED: NOVEMBER 14, 1994

ORDINANCE NO. 2009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON; PROVIDING FOR THE ACCEPTANCE OF A LOAN FROM THE COMMUNITY ECONOMIC REVITALIZATION BOARD IN THE PRINCIPAL SUM OF \$600,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE CERTAIN PUBLIC IMPROVEMENTS; PROVIDING THE TERMS AND CONDITIONS OF SUCH LOAN AND THE FORM OF THE FINAL CONTRACT; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SUCH LOAN; AND PROVIDING CERTAIN COVENANTS FOR PAYMENT OF PRINCIPAL OF AND INTEREST ON SUCH LOAN.

WHEREAS, the City Council (the "Council") of the City of Camas, Washington (the "City"), deems it necessary and in the best interest of the City and its citizens that certain improvements be made to the combined water and sewerage system of the City (the "System"); and

WHEREAS, in order to provide the funds required for the carrying out of such plan of improvements, the City now desires to authorize the acceptance of a loan from the Community Economic Revitalization Bond ("CERB") in the principal amount of \$600,000 (the "Loan"); and

WHEREAS, the Council has received and considered an offer from CERB to make such Loan and has determined that it is in the best interest of the City to so accept such Loan;

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

SECTION 1. Definitions. As used in this ordinance, the following words shall have the following meanings, unless a different meaning clearly appears from the context:

(a) "CERB" means the Community Economic Revitalization Board or its legal successor, if any.

(b) "City" means the City of Camas, Washington, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Washington.

(c) "Construction Fund" means the "Water Construction Fund" created by Section 8 of this ordinance.

If the first disbursement to the City by CERB under the Loan is made between January 1 and June 30, payments of principal of and interest on the Loan shall begin on the fourth July 1 following the first anniversary of the first disbursement of funds. If such first disbursement is made between July 1 and December 31, payments of principal of and interest on the Loan shall commence on the fourth anniversary of the January 1 following the first anniversary of the first disbursement of funds.

The Loan shall accrue interest commencing on the fourth anniversary of the January 1 or July 1 following the first disbursement to the City by CERB under the Loan. Interest shall accrue at the rate of 5.85% per annum. Principal and interest shall be paid in equal annual payments in an amount sufficient to amortize the principal of and interest on the Loan in the sixteen annual payments.

SECTION 4. Prepayment. Notwithstanding any other provision of this ordinance, the City hereby reserves the right to accelerate and prepay any or all of the principal amount of the Loan, at any time and from time to time, at par plus accrued interest to the date of such prepayment, and to eliminate the interest on any accelerated payments of principal. If all, or any portion of the principal amount of the Loan is not disbursed by CERB to the City, the amount not disbursed shall be deemed to be a prepayment of the principal amount of the Loan.

SECTION 5. Creation of Loan Fund and Loan Payment Covenants. A special fund of the City known as the "CERB Water Sewer Loan Fund" (the "Water Loan Fund"), is hereby authorized and directed to be created. The Water Loan Fund shall be drawn upon for the sole purpose of paying the principal of and interest on the Loan.

The Council may, at its discretion, authorize transfers into the Water Loan Fund, of moneys on deposit in the Revenue Fund which may legally be used to pay the principal or interest next coming due on the Loan. The City, however, is not obligated to make any such payments from the Revenue Fund into the Water Loan Fund.

The City hereby irrevocably covenants and agrees for as long as any portion of the principal amount of the Loan is outstanding and unpaid, that each year it will include in its budget and levy an ad valorem tax, within and as a part of the tax millage levy permitted to cities without a vote of the people, upon all the property within the City subject to taxation in an amount which will be sufficient, together with all other revenues and money of the City which may legally be used and which the City may apply for such purposes, to pay the principal of and interest on the

and used to pay the costs of making the improvements described in Exhibit A hereof and all costs incidental thereto, except as otherwise provided in Article 7 of the General Conditions to the Final Contract.

Loan proceeds remaining in the Construction Fund after all of such costs have been paid or reimbursed shall (a) with the approval of CERB, be used to pay costs of other legally authorized expenditures of the City or (b) be deposited in the Water Loan Fund.

Money in the Construction Fund may be invested as permitted by law. All interest earned and profits derived from such investments shall be retained in and become a part of the Construction Fund, except as otherwise provided in Article 8 of the Conditions.

SECTION 9. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Final Contract.

SECTION 10. Effective Date. This ordinance shall take effect and be in full force five days after its passage, approval and publication as required by law.

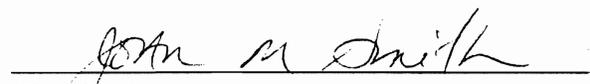
PASSED by the City Council of the City of Camas, Washington, and approved by its Mayor at a regular meeting of the Council, this 14 day of November, 1994.

CITY OF CAMAS, WASHINGTON



Mayor

ATTEST:



City Clerk

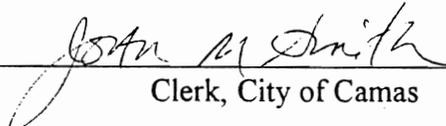
CERTIFICATE

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

1. That the attached ordinance is a true and correct copy of Ordinance No 2007 of the City (herein called the "Ordinance"), as finally passed at a regular meeting of the Council of the City held on the 14 day of November, 1994, and duly recorded in my office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City this 15 of November 1994.


Clerk, City of Camas

[City Seal]



PRESTON GATES & ELLIS
ATTORNEYS

February 9, 1995

CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

Internal Revenue Service Center
Philadelphia, Pennsylvania 19255

Re: City of Camas, Washington
CERB Loan - \$600,000

Dear Sir or Madam:

Enclosed please find Form 8038-G relative to the above-mentioned financing. Would you please acknowledge receipt of the same by signing the enclosed duplicate copy of this letter where indicated, and returning it to us in the enclosed, self-addressed, stamped envelope. Thank you.

Very truly yours,

PRESTON GATES & ELLIS

By *Forrest W. Walls*

Forrest W. Walls

I hereby acknowledge receipt of the Form 8038-G as submitted by the City of Camas, Washington, relative to the loan from the Community Revitalization Board in the amount of \$600,000 on November 28, 1995.

Dated: _____

FWW:mlb
Enclosures
cc: Ms. Joan M. Smith

J:\FWW\16966-00.004\03L2UE.DOC

A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

ANCHORAGE • COEUR D'ALENE • LOS ANGELES • PORTLAND • SPOKANE • TACOMA • WASHINGTON, D.C.
5000 COLUMBIA CENTER 701 FIFTH AVENUE SEATTLE, WASHINGTON 98104-7078 PHONE: (206) 623-7580 FACSIMILE: (206) 623-7022

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name CITY OF CAMAS	2 Issuer's employer identification number 91 : 6001233	3 Number and street (or P.O. box if mail is not delivered to street address) 616 NORTHEAST FOURTH AVENUE	4 Report number G1994 - 1
5 City, town, state, and ZIP code CAMAS, WA 98607	6 Date of issue 11/28/94	7 Name of Issue LOAN FROM COMMUNITY ECONOMIC REVITALIZATION BOARD	8 CUSIP Number n/a

Part II Type of Issue (check applicable box(es) and enter the issue price)

9 <input type="checkbox"/> Education (attach schedule—see instructions)	Issue price
10 <input type="checkbox"/> Health and hospital (attach schedule—see instructions)	\$
11 <input type="checkbox"/> Transportation	
12 <input type="checkbox"/> Public safety	
13 <input type="checkbox"/> Environment (including sewage bonds)	
14 <input type="checkbox"/> Housing	
15 <input checked="" type="checkbox"/> Utilities	\$600,000.00
16 <input type="checkbox"/> Other. Describe (see Instructions) ▶	
17 If obligations are tax or other revenue anticipation bonds, check box <input type="checkbox"/>	
18 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>	

Part III Description of Obligations

	(a) Maturity date	(b) Interest rate	(c) Issue price	(d) Stated redemption price at maturity	(e) Weighted average maturity	(f) Yield	(g) Net interest cost
19 Final maturity.	1/1/2016	5.85 %	\$600,000	\$600,000			
20 Entire issue			\$600,000	\$600,000	n/a years	n/a %	n/a %

Part IV Uses of Original Proceeds of Bond Issue (including underwriters' discount)

21 Proceeds used for accrued interest	21	-0-
22 Issue price of entire issue (enter amount from line 20, column (c))	22	\$600,000.00
23 Proceeds used for bond issuance costs (including underwriters' discount)	23	-0-
24 Proceeds used for credit enhancement	24	-0-
25 Proceeds allocated to reasonably required reserve or replacement fund	25	-0-
26 Proceeds used to refund prior issues	26	-0-
27 Total (add lines 23 through 26)	27	
28 Nonrefunding proceeds of the issue (subtract line 27 from line 22 and enter amount here)	28	\$600,000.00

Part V Description of Refunded Bonds (complete this part only for refunding bonds)

29 Enter the remaining weighted average maturity of the bonds to be refunded ▶ _____ years

30 Enter the last date on which the refunded bonds will be called ▶ _____

31 Enter the date(s) the refunded bonds were issued ▶ _____

Part VI Miscellaneous

32 Enter the amount of the state volume cap allocated to the issue ▶ _____ -0-

33 Enter the amount of the bonds designated by the issuer under section 265(b)(3)(B)(i)(III) (small issuer exception) ▶ _____ n/a

34 Pooled financings: _____ n/a

a Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units ▶ _____

b If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the name of the issuer ▶ _____ and the date of the issue ▶ _____

35 If the issuer has elected to pay a penalty in lieu of rebate, check box

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Please Sign Here ▶ Joan M. Smith Signature of officer Date 2/7/95

Joan M. Smith Finance Director Type or print name and title

AFFIDAVIT OF MAILING

STATE OF WASHINGTON)

COUNTY OF KING)

Kelly Stetliff being duly sworn, deposes and says that s/he is a citizen of the United States and over the age of eighteen years; that s/he is a resident of King County, Washington.

That on Feb. 9, 1995, before 5:00 p.m., s/he caused an Internal Revenue Service Form 8038-G which the City of Camas, Washington, completed, a copy of which Form 8038-G is attached hereto to be mailed by depositing the same in the United States mail, in a sealed envelope, certified delivery, first class postage prepaid, properly addressed to the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255.

Kelly Stetliff

SUBSCRIBED and SWORN to before me this 9 day of February, 1995.

James A. Newkirk

NOTARY PUBLIC in and for the State of Washington, residing at Seattle. My Commission Expires 10/29/97

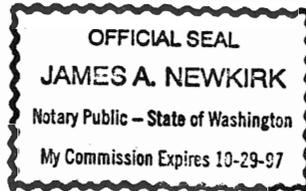
Z 704 772 989



Receipt for Certified Mail

No Insurance Coverage Provided Do not use for International Mail (See Reverse)

Sent to <u>Internal Revenue Service</u>	
Street and No.	
P.O., State and ZIP Code <u>Philadelphia PA 19255</u>	
Postage	<u>\$.55</u>
Certified Fee	<u>1.10</u>
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	<u>1.10</u>
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	<u>\$ 2.75</u>
Postmark of Date	



BONE W/ AFFIDAVIT

PS Form 3800, March 1993

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Internal Revenue Service
Philadelphia, PA

4a. Article Number

Z 704 772 989

4b. Service Type

- Registered Insured
- Certified COD
- Express Mail Return Receipt for Merchandise

7. Date of Delivery

5. Signature (Addressee)

FEB 13 1995

6. Signature (Agent)

PSC PHILA., PA
C

8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.



PRESTON GATES & ELLIS
ATTORNEYS

November 28, 1994

City of Camas
Camas, Washington

Washington State Community Economic Revitalization Board
Olympia, Washington

Re: CERB Loan to City of Camas, Washington

Ladies and Gentlemen:

We have examined a certified transcript of all of the proceedings taken in the matter of the acceptance by the City of Camas, Washington (the "City"), of a loan from the Washington State Community Economic Revitalization Board ("CERB"), in the principal amount of \$600,000 (the "Loan"), for the purpose of providing funds to acquire, construct, equip and make certain capital improvements to the combined water and sewer system of the City.

We have also reviewed the final contract to be executed by CERB and the City, and all attachments incorporated within such agreement, including the general and special conditions of CERB.

We have examined the financial records of the City, including those relating to outstanding debt. We are aware of the provisions of Chapter 39.36 RCW and any successor or other statute or rule relating to debt limitations for taxing districts.

The Loan bears interest at the rate of 5.85% per annum and is payable as set forth in Ordinance No. 2009 of the City (the "Loan Ordinance") authorizing such Loan.

From such examination it is our opinion that the Loan has been legally authorized and, to the extent of the funds actually advanced to the City, constitutes a valid general obligation of the City, except to the extent that the enforcement of the rights and remedies of CERB may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors. Both principal of and interest on the Loan are payable out of annual levies of ad valorem taxes to be made upon all the taxable property within the City within and as a part of the tax millage levy permitted to cities without a vote of the people, and in amounts which, together with other available funds, will be sufficient to pay such principal and interest as the same shall become due.

A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

We are further of the opinion that:

1. The City 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, to accept the Loan and expend the funds involved to accomplish the objectives set forth in the City's application therefor.

2. The City is empowered to adopt the Loan Ordinance, a copy of which is attached hereto, accepting the Loan and providing for the repayment of the Loan as set forth therein. The Loan Ordinance was properly adopted in accordance with the laws of the State of Washington.

3. The debt constituting the Loan does not exceed constitutional or statutory debt limitations applicable to the City.

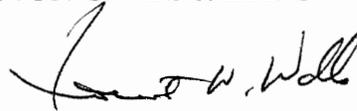
4. Interest on the Loan is excluded from gross income for purposes of federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code").

We express no opinion regarding any other federal tax consequences arising with respect to ownership of the Loan.

Very truly yours,

PRESTON GATES & ELLIS

By



Forrest W. Walls

FWW:mlb

J:\F\WW\16966-00.004\0302LW.DOC

CITY OF CAMAS
CERB APPLICATION #C94-099
WATERLINE EXTENSION



CITY OF CAMAS

616 Northeast Fourth Avenue
P.O. Box 1055
Camas, Washington 98607

MEMORANDUM

TO: Roger - Joan - Doug
FROM: Lloyd *LH*
SUBJECT: CERB Documents
DATE: November 29, 1994

Attached is a copy of a letter to CERB, which lists a variety of documents sent to CERB. A full copy of the "packet" is in the project file in Public Works.

Congratulations to all concerned in producing all the parts of this list in a timely manner. Hopefully CERB will find that the information satisfies their needs.

Thanks to you all for your parts in this team effort.

c: Mayor Dossett

CITY OF CAMAS
CERB APPLICATION #C94-099
WATERLINE EXTENSION



CITY OF CAMAS

616 Northeast Fourth Avenue
P.O. Box 1055
Camas, Washington 98607

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c: Mayor Dossett



CITY OF CAMAS

616 Northeast Fourth Avenue
P.O. Box 1055
Camas, Washington 98607

November 29, 1994

Ms. Kathleen Engle
Assistant Manager
Community Economic Revitalization Board
2001 6th Avenue - Suite 2700
Seattle WA 98121

Dear Ms. Engle:

This is to follow up with a variety of items related to the CERB loan for construction of a waterline in Camas' industrial area.

Enclosed are the following:

--A copy of Camas' Ordinance #2009, an ordinance providing for acceptance of a loan from the Community Economic Revitalization Board, and a related certificate signed by the City Clerk.

--A certification related to the State Environmental Protection Act, signed by the City Public Works Director.

--A letter regarding the Uniform Notification Form from Mr. Quinn, City of Camas Public Works Director.

--A statement regarding permits and clearances, signed by Mr. Quinn. A copy of the SEPA Environment Checklist on the Grass Valley Waterline Extension is also enclosed.

--An attorney's letter from Roger Knapp, City Attorney, is enclosed. Another legal opinion from Forrest W. Walls is being sent directly to you.

Related to the Special Conditions, listed in item B 1-4 of the loan offer, and found on page 9 of the offer, the following are provided:

--A copy of the deed showing the transfer of the site to Linear Technology Corporation is attached. This indicated that the land has been obtained.

Ms. Kathleen Engle
November 29, 1994
Page 2

--A copy of a letter with Clark County Assessor Ben Gassaway's signature.

The letter indicated the trending table applicable to the Linear Technology project, and demonstrates that this matter has been resolved.

--A copy of the minutes of the Camas City Council meeting of September 12, 1994. The minutes indicate a motion that "the application by Linear Technology be approved accepting the conditions of the Planning Commission including recommendation from staff and Planning Commission". The motion passed unanimously. This approved the project's site plan and related planning permits. If you wish, a copy of the extensive staff report and planning commission document can be provided to you.

Additionally, I understand that Paul Coghlan, Linear Technology, is sending you a letter. The letter addresses and re-iterates information. It provides Linear's perspective on matters such as the site's ownership, the resolution of sales tax and tax trending table questions, and Linear's intent to finance the facility from internal sources.

I trust that this information will meet the need. If you wish any further detail, or have any questions, please call.

Sincerely,



Lloyd Halverson
City Administrator

LH/ma

Enclosure



CITY OF CAMAS

616 Northeast Fourth Avenue
P.O. Box 1055
Camas, Washington 98607

November 29, 1994

Ms. Kathleen Engle
Assistant Manager
Community Economic Revitalization Board
2001 6th Avenue - Suite 2700
Seattle WA 98121

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Ms. Kathleen Engle
November 29, 1994
Page 2

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Sincerely,



Lloyd Halverson
City Administrator

LH/ma

Enclosure

CITY OF CAMAS, WASHINGTON
COMMUNITY ECONOMIC REVITALIZATION BOARD LOAN

\$600,000

ORDINANCE NO. 2009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON; PROVIDING FOR THE ACCEPTANCE OF A LOAN FROM THE COMMUNITY ECONOMIC REVITALIZATION BOARD IN THE PRINCIPAL SUM OF \$600,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE CERTAIN PUBLIC IMPROVEMENTS; PROVIDING THE TERMS AND CONDITIONS OF SUCH LOAN AND THE FORM OF THE FINAL CONTRACT; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SUCH LOAN; AND PROVIDING CERTAIN COVENANTS FOR PAYMENT OF PRINCIPAL OF AND INTEREST ON SUCH LOAN.

PASSED: NOVEMBER 14, 1994

ORDINANCE NO. 2009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON; PROVIDING FOR THE ACCEPTANCE OF A LOAN FROM THE COMMUNITY ECONOMIC REVITALIZATION BOARD IN THE PRINCIPAL SUM OF \$600,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE CERTAIN PUBLIC IMPROVEMENTS; PROVIDING THE TERMS AND CONDITIONS OF SUCH LOAN AND THE FORM OF THE FINAL CONTRACT; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SUCH LOAN; AND PROVIDING CERTAIN COVENANTS FOR PAYMENT OF PRINCIPAL OF AND INTEREST ON SUCH LOAN.

WHEREAS, the City Council (the "Council") of the City of Camas, Washington (the "City"), deems it necessary and in the best interest of the City and its citizens that certain improvements be made to the combined water and sewerage system of the City (the "System"); and

WHEREAS, in order to provide the funds required for the carrying out of such plan of improvements, the City now desires to authorize the acceptance of a loan from the Community Economic Revitalization Bond ("CERB") in the principal amount of \$600,000 (the "Loan"); and

WHEREAS, the Council has received and considered an offer from CERB to make such Loan and has determined that it is in the best interest of the City to so accept such Loan;

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

SECTION 1. Definitions. As used in this ordinance, the following words shall have the following meanings, unless a different meaning clearly appears from the context:

(a) "CERB" means the Community Economic Revitalization Board or its legal successor, if any.

(b) "City" means the City of Camas, Washington, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Washington.

(c) "Construction Fund" means the "Water Construction Fund" created by Section 8 of this ordinance.

If the first disbursement to the City by CERB under the Loan is made between January 1 and June 30, payments of principal of and interest on the Loan shall begin on the fourth July 1 following the first anniversary of the first disbursement of funds. If such first disbursement is made between July 1 and December 31, payments of principal of and interest on the Loan shall commence on the fourth anniversary of the January 1 following the first anniversary of the first disbursement of funds.

The Loan shall accrue interest commencing on the fourth anniversary of the January 1 or July 1 following the first disbursement to the City by CERB under the Loan. Interest shall accrue at the rate of 5.85% per annum. Principal and interest shall be paid in equal annual payments in an amount sufficient to amortize the principal of and interest on the Loan in the sixteen annual payments.

SECTION 4. Prepayment. Notwithstanding any other provision of this ordinance, the City hereby reserves the right to accelerate and prepay any or all of the principal amount of the Loan, at any time and from time to time, at par plus accrued interest to the date of such prepayment, and to eliminate the interest on any accelerated payments of principal. If all, or any portion of the principal amount of the Loan is not disbursed by CERB to the City, the amount not disbursed shall be deemed to be a prepayment of the principal amount of the Loan.

SECTION 5. Creation of Loan Fund and Loan Payment Covenants. A special fund of the City known as the "CERB Water Sewer Loan Fund" (the "Water Loan Fund"), is hereby authorized and directed to be created. The Water Loan Fund shall be drawn upon for the sole purpose of paying the principal of and interest on the Loan.

The Council may, at its discretion, authorize transfers into the Water Loan Fund, of moneys on deposit in the Revenue Fund which may legally be used to pay the principal or interest next coming due on the Loan. The City, however, is not obligated to make any such payments from the Revenue Fund into the Water Loan Fund.

The City hereby irrevocably covenants and agrees for as long as any portion of the principal amount of the Loan is outstanding and unpaid, that each year it will include in its budget and levy an ad valorem tax, within and as a part of the tax millage levy permitted to cities without a vote of the people, upon all the property within the City subject to taxation in an amount which will be sufficient, together with all other revenues and money of the City which may legally be used and which the City may apply for such purposes, to pay the principal of and interest on the

and used to pay the costs of making the improvements described in Exhibit A hereof and all costs incidental thereto, except as otherwise provided in Article 7 of the General Conditions to the Final Contract.

Loan proceeds remaining in the Construction Fund after all of such costs have been paid or reimbursed shall (a) with the approval of CERB, be used to pay costs of other legally authorized expenditures of the City or (b) be deposited in the Water Loan Fund.

Money in the Construction Fund may be invested as permitted by law. All interest earned and profits derived from such investments shall be retained in and become a part of the Construction Fund, except as otherwise provided in Article 8 of the Conditions.

SECTION 9. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Final Contract.

SECTION 10. Effective Date. This ordinance shall take effect and be in full force five days after its passage, approval and publication as required by law.

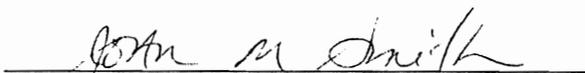
PASSED by the City Council of the City of Camas, Washington, and approved by its Mayor at a regular meeting of the Council, this 14 day of November, 1994.

CITY OF CAMAS, WASHINGTON



Mayor

ATTEST:



City Clerk

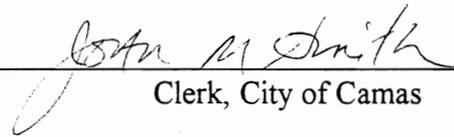
CERTIFICATE

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

1. That the attached ordinance is a true and correct copy of Ordinance No. 2009 of the City (herein called the "Ordinance"), as finally passed at a regular meeting of the Council of the City held on the 14 day of November, 1994, and duly recorded in my office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City this 15 of November 1994.



Clerk, City of Camas

[City Seal]

CERTIFICATION
STATE ENVIRONMENTAL PROTECTION ACT

I hereby certify that the City of Camas has complied with the provisions of the State Environmental Protection Act (SEPA, Chapter 43.21C), including particularly wetlands protection for the public facilities project described as follows:

Construction of an 18" diameter water distribution line in the Fisher Basin, specifically:

Installation of approximately 6,800 feet of 18" diameter water distribution line.
The project will begin at the intersection of NW 43rd Avenue and NW Sierra Street and terminate at NW Parker Street and NW 25th Avenue.

A Declaration of Non-significance was issued on October 3, 1994. Final comments are due by October 18, 1994.

At the date of this certification there has been no challenge to the action taken by the City of Camas pursuant to SEPA or by any other agency in relation to the above described project and no challenge is anticipated.

David L. Quinn
Name of Official

Public Works Director
Title

Nov-18, 1994
Date of Certification



CITY OF CAMAS

616 Northeast Fourth Avenue
P.O. Box 1055
Camas, Washington 98607

November 15, 1994

DEPARTMENT OF PUBLIC WORKS

Kathleen M. Engle
Assistant Manager
CERB Program
Department of Community Trade
& Economic Development
201 6th Avenue, Suite 2700
Seattle WA 98121

SUBJECT: *Statement of Permits, Clearances, Etc.*

Dear Ms. Engle:

This is to inform you that all necessary permits and clearances have been or will be complied with prior to expenditure of CERB funds. The only clearance required as a result of the *Grass Valley Waterline Extension* is the State Environmental Protection Act Environmental Checklist. A copy of this checklist is enclosed.

If you have any questions, please contact me at (206) 834-3451.

Sincerely,

Douglas A. Quinn, P.E.
Public Works Director

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CITY OF CAMAS

616 Northeast Fourth Avenue
P.O. Box 1055
Camas, Washington 98607

November 15, 1994

DEPARTMENT OF PUBLIC WORKS

Kathleen M. Engle
Assistant Manager
CERB Program
Department of Community Trade
& Economic Development
201 6th Avenue, Suite 2700
Seattle WA 98121

SUBJECT: *Uniform Notification Form - City of Camas Project No. WS-347, Grass Valley Waterline Extension*

Dear Ms. Engle:

This is to inform you that the clearinghouse in Clark County is no longer operating. Please consider this letter notification, in accordance with the Washington State Community Economic Revitalization Board initial offer of financial aid dated May 19, 1994, Item D, Uniform Notification Form. Project notification has been accomplished through the SEPA process.

Sincerely,

Douglas A. Quinn, P.E.
Public Works Director

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CITY OF CAMAS

616 Northeast Fourth Avenue
P. O. Box 1055
Camas, Washington 98607

Date Published: October 5, 1994

To Whom It May Concern:

RE: Project WS-347 - Grass Valley
water line extension

October 3, 1994, the City of Camas issued an environmental Determination of Nonsignificance (DNS) for the above referenced project pursuant to the State Environmental Policy Act (SEPA) Rules, Chapter 197-11, Washington Administrative Code. **We have since found two minor errors that required correction. Please replace pages 3 and 15 with those included with this notice.**

The comment period on this determination will remain the same (October 18, 1994), after which the DNS will be reviewed in the light of comments received.

Please address all correspondence to:

City of Camas
Department of Public Works
PO Box 1055
Camas WA 98607

Distribution:

Department of Wildlife
Parks & Recreation Commission
Department of Ecology (2)
US Army Corps of Engineers
Department of Natural Resources
Department of Fisheries
Bureau of Indian Affairs
Cowlitz and Chinook Indian Representative
Yakima Tribal Council
Washington Office of Archaeology & Historic Preservation
Department of Transportation
Southwest Air Pollution Control Authority
Clark County Public Services
Heritage Trust of Clark County
Clark County Planning & Code Administration
C-Tran
Clark Public Utilities

Distribution (continued):

Clark County Natural Resources Council
Lacamas Shores Homeowners Association
Camas School District
J. Brockmann, Village at Fisher's Landing Neighborhood
Association
Jo Woodruff, Heritage Trust Representative
Mayor Dean Dossett
City Administrator Lloyd Halverson
Camas Councilmembers (7)
Camas Planning Commission Members (7)
Finance Director Dale Scarbrough
Police Chief Mike Slyter
Fire Chief Dave Artz
Camas Public Library



CITY OF CAMAS

616 Northeast Fourth Avenue
P.O. Box 1055
Camas, Washington 98607

Date Published: October 3, 1994

To Whom It May Concern:

Please find enclosed an environmental Determination of Nonsignificance (DNS) issued pursuant to the State Environmental Policy Act (SEPA) Rules, Chapter 197-11, Washington Administrative Code.

You may comment on this determination within fifteen (15) days of its issuance, after which the DNS will be reviewed in the light of comments received.

Please address all correspondence to:

City of Camas
Department of Public Works
PO Box 1055
Camas WA 98607

Distribution:

Department of Wildlife
Parks & Recreation Commission
Department of Ecology (2)
US Army Corps of Engineers
Department of Natural Resources
Department of Fisheries
Bureau of Indian Affairs
Cowlitz and Chinook Indian Representative
Yakima Tribal Council
Washington Office of Archaeology & Historic Preservation
Department of Transportation
Southwest Air Pollution Control Authority
Clark County Public Services
Heritage Trust of Clark County
Clark County Planning & Code Administration
C-Tran
Clark Public Utilities
Clark County Natural Resources Council
Lacamas Shores Homeowners Association
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J. Brockmann, Village at Fisher's Landing Neighborhood
Association

Distribution (continued):

Jo Woodruff, Heritage Trust Representative
Mayor Dean Dossett
City Administrator Lloyd Halverson
Camas Councilmembers (7)
Camas Planning Commission Members (7)
Finance Director Dale Scarbrough
Police Chief Mike Slyter
Fire Chief Dave Artz
Camas Public Library

DETERMINATION OF NONSIGNIFICANCE

Description of proposal: Project WS-347 - Grass Valley water line extension

Proponent: CITY OF CAMAS

Location of proposal, including street address, if any: This project will be from the intersection of NW Sierra Street and NW 43rd Avenue to the intersection of NW Parker Street and NW 25th Avenue. It will be in the SW 1/4 of Section 34 and the SE 1/4 and SW 1/4 of Section 33, T2N, R3E; and in the NE 1/4, NW 1/4, and SW 1/4 of Section 4, T1N, R3E, of the Willamette Meridian.

Lead agency: CITY OF CAMAS

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

___ There is no comment period for this DNS.

XX This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for 15 days from the date below. Comments must be submitted by October 18, 1994.

Responsible official: Douglas A. Quinn, P.E.

Position/title: Director of Public Works Phone: (206)834-3451

Address: PO Box 1055, 616 NE 4th Avenue, Camas WA 98607

Date: October 3, 1994 Signature: *Douglas A. Quinn*

(OPTIONAL)

___ You may appeal this determination to (name) _____
at (location): _____
no later than (date): _____
by (method): _____

You should be prepared to make specific factual objections. Contact _____ to read or ask about the procedures for SEPA appeals.

___ There is no agency appeal.

ENVIRONMENTAL CHECKLIST

Purpose of Checklist:

The State Environmental Policy Act (SEPA), chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply". Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply". IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (PART D).

For nonproject actions, the references in the checklist to the words "project", "applicant", and "property or site" should be read

as "proposal", "proposer", and "affected geographic area", respectively.

A. BACKGROUND

1. Name of proposed project, if applicable:

Project WS-347 - Grass Valley water line extension

2. Name of applicant: City of Camas

3. Address and phone number of applicant and contact person:

Douglas A. Quinn, P.E.
Public Works Director
CITY OF CAMAS
PO Box 1055
Camas, WA 98607
(206)834-3451

4. Date checklist prepared: September 29, 1994

5. Agency requesting checklist: City of Camas

6. Proposed timing or schedule (including phasing, if applicable):

Construction would begin spring of 1995

7. Do you have any plans for future additions, expansion or further activity related to or connected with this proposal? If yes, explain.

Sometime in the future a well water source and reservoir capacity may be added.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

The City of Camas is preparing a stormwater/wetlands master plan within this area.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

N/A

10. List any government approvals or permits that will be needed for your proposal, if known.

Department of Health approval for water extension and facilities plan.

11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Install approximately 6,800 feet of 18 inch ductile iron water line from the intersection of NW Sierra Street and NW 43rd Avenue to the intersection of NW Parker Street and NW 25th Avenue. All work will be preformed within, or contiguous to, existing developed right-of-way.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

See #11 and vicinity map.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

N/A

10. List any government approvals or permits that will be needed for your proposal, if known.

Department of Health approval for water extension and facilities plan.

11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Install approximately 6,800 feet of 18 inch ductile iron transmission water line from the intersection of NW Sierra Street and NW 43rd Avenue to the intersection of NW Parker Street and NW 25th Avenue. All work will be performed within, or contiguous to, existing developed right-of-way.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

See #11 and vicinity map.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (underline one): Flat,
rolling, hilly, steep slopes, mountainous, other
_____.

b. What is the steepest slope on the site (approximate percent slope)?

NW Parker Street--approximately 5%

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.

clay

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No

e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.

All trench backfill will be imported from local gravel pits.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Minor erosion potential associated with utility excavation.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

N/A

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

All work will comply with City of Camas erosion control ordinance.

2. Air

- a. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities, if known.

Construction equipment and fugitive dust.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

N/A

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

N/A

3. Water

- a. Surface:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

The project would cross one seasonal stream approximately 500 feet west of NW Parker Street on NW 38th Avenue. This drainage is a tributary to Lacamas Creek.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No. The stream is currently running through an existing culvert.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetland, and indicate the area of the site that would be affected. Indicate the source of fill material.

None

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose and approximate quantities, if known.

No

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

N/A

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No

b. Ground:

- 1) Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose and approximate quantities, if known.

No

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: domestic sewage; industrial; containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) is expected to serve.

None

c. Water Runoff (including storm water):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

N/A

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

N/A

d. Proposed measures to reduce or control surface, ground and runoff water impacts, if any:

N/A

4. Plants

a. Check or underline types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
 evergreen tree: fir, cedar, pine, other
 shrubs
 grass
 pasture
 crop or grain
 wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
 other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

Work will be primarily conducted within existing pavement. Work done adjacent to paved surfaces would affect graveled or pastured areas.

c. List threatened or endangered species known to be on or near the site.

None

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Any areas disturbed during construction will be hydroseeded.

5. Animals

- a. Underline any birds and animals which have been observed on or near the site or are known to be on or near the site:

birds: hawk, heron, eagle, songbirds, other: _____

mammals: deer, bear, elk, beaver, other: _____

fish: bass, salmon, trout, herring, shellfish, other: _____

- b. List any threatened or endangered species known to be on or near the site.

None

- c. Is the site part of a migration route? If so, explain.

N/A

- d. Proposed measures to preserve or enhance wildlife, if any:

N/A

6. Energy and Natural Resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Electricity will be used as the primary fuel for the pumps for water transmission.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.

N/A

7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill or hazardous waste, that could occur as a result of this proposal? If so, describe.

No

- 1) Describe special emergency services that might be required.

Police and medical during construction.

- 2) Proposed measures to reduce or control environmental health hazards, if any:

N/A

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Construction equipment noise.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Construction equipment will be limited to the hours of 7:00 a.m. to 7:00 p.m.

3) Proposed measures to reduce or control noise impacts, if any:

Restriction of operating equipment to the hours stated above.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties?

Single family, agricultural use, and light industrial.

b. Has the site been used for agriculture? If so, describe.

No

c. Describe any structures on the site.

Existing 22 foot paved roadway within a 40 foot right of way.

d. Will any structures be demolished? If so, what?

No

e. What is the current zoning classification of the site?

N/A

f. What is the current comprehensive plan designation of the site?

transportation route

g. If applicable, what is the current shoreline master program designation of the site?

N/A

h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.

No

- i. Approximately how many people would reside or work in the completed project?

N/A

- j. Approximately how many people would the completed project displace?

N/A

- k. Proposed measures to avoid or reduce displacement impacts, if any:

N/A

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

Completion of a water facilities plan.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing.

N/A

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

None

- c. Proposed measures to reduce or control housing impacts, if any:

None

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

underground utility

- b. What views in the immediate vicinity would be altered or obstructed?

None

- c. Proposed measures to reduce or control aesthetic impacts, if any:

N/A

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

None

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

N/A

- c. What existing off-site sources of light or glare may affect your proposal?

None

- d. Proposed measures to reduce or control light and glare impacts, if any:

N/A

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Lacamas Lake and City of Camas open space.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

No

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

N/A

13. Historic and Cultural Preservation

- a. Are there any places or objects listed on, or proposed for, national, state or local preservation registers known to be on or next to the site? If so, generally describe.

No

- b. Generally describe any landmarks or evidence of historic, archaeological, scientific or cultural importance known to be on or next to the site.

None

- c. Proposed measures to reduce or control impacts, if any:

N/A

14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

NW Parker Street, NW 38th Avenue, NW Astor Street, and NW 43rd Avenue. Access to the right of way will be from the existing system.

- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

N/A

- c. How many parking spaces would the completed project have? How many would the project eliminate?

N/A

- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).

No

- e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

Project will transport potable water from an existing reservoir and help strengthen water deliver capacity to the industrial park.

- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.

N/A

- g. Proposed measures to reduce or control transportation impacts, if any:

N/A

15. Public Services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

The proposed project will make some land available for development, which will increase demand on public services in general.

Proposed measures to reduce or control direct impacts on public services, if any:

None

16. Utilities

- a. Underline utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Water line

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

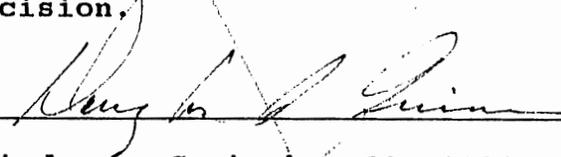
Date Submitted: September 29, 1994 (corrected pages 3 and 15 on October 5, 1994)

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

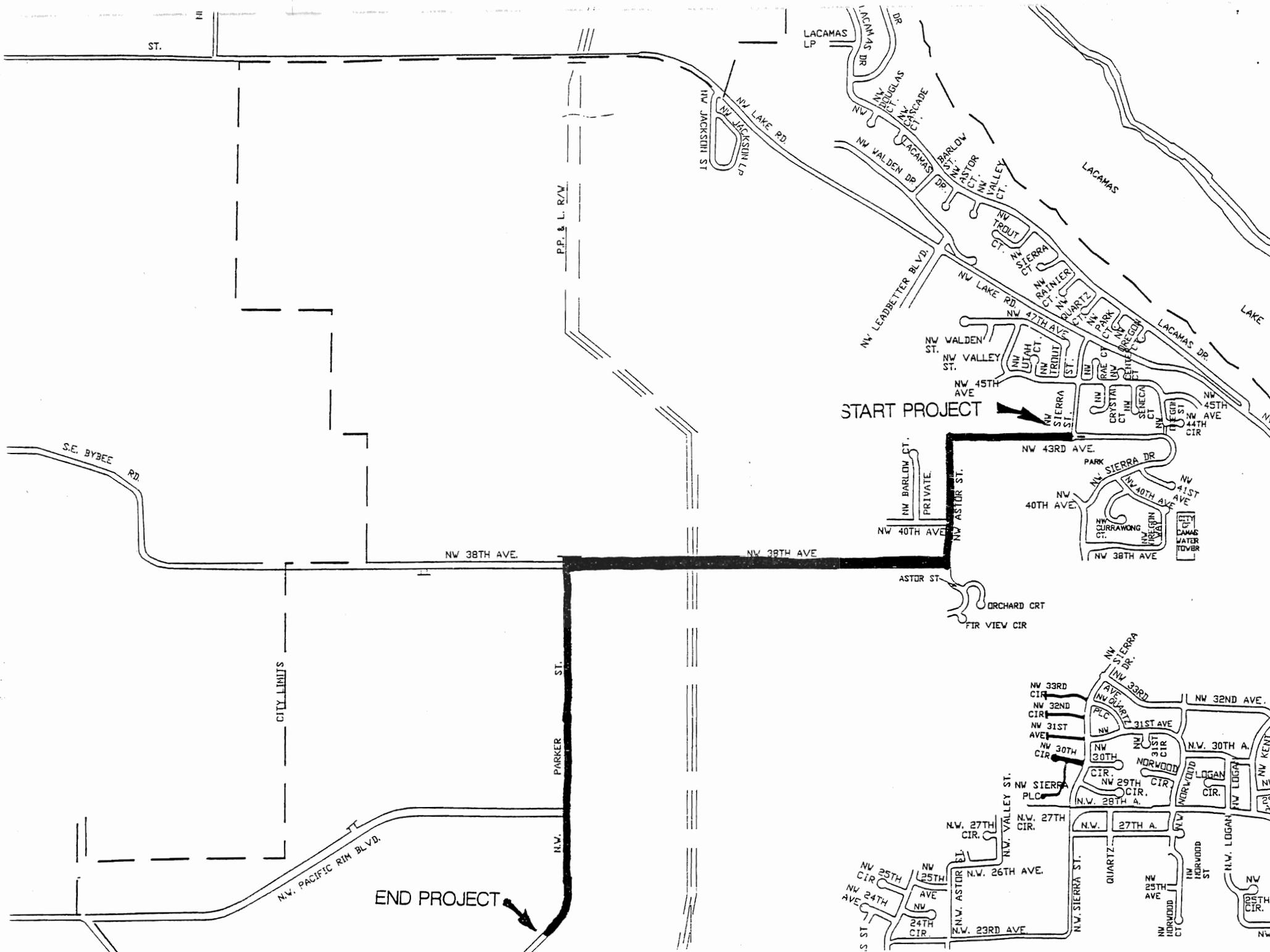
Water transmission line

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Date Submitted: September 29, 1994



ST.

P.P. & L. R/V

S.E. BYBEE RD.

NW 38TH AVE.

NW 38TH AVE.

CITY LIMITS

PARKER ST.

N.W. PACIFIC RIM BLVD.

END PROJECT

START PROJECT

LACAMAS LP

NW JACKSON LP
NW JACKSON ST.

NW LAKE RD.

NW WALDEN DR.
LACAMAS DR.

NW LEADBETTER BLVD.
LACAMAS DR.

NW WALDEN ST.
NW VALLEY ST.

NW 45TH AVE.

NW BARLOW CT.
PRIVATE

NW 40TH AVE.

ASTOR ST.

ORCHARD CRT
FIR VIEW CIR

NW 43RD AVE.

NW 40TH AVE.

NW 38TH AVE.

ASTOR ST.

ORCHARD CRT
FIR VIEW CIR

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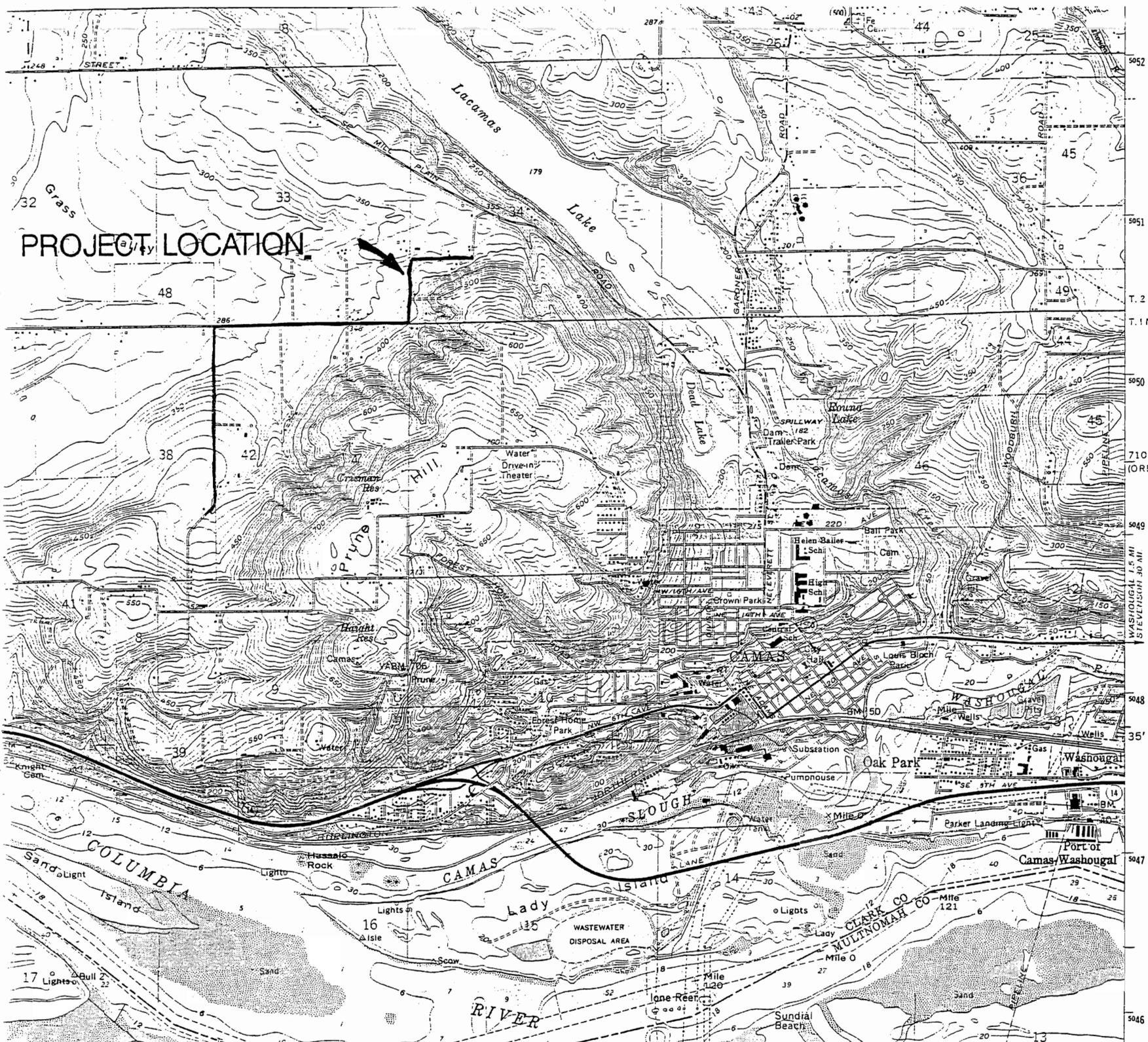
N.W. 27TH CIR.

N.W. 27TH CIR.

N.W. 26TH AVE.

N.W. 23RD AVE.

PROJECT LOCATION



5052
5051
5050
5049
5048
5047
5046

T. 2 N.
T. 1 N.

710 000 FEET
(OREG.)

WASHOUGAL 1/4 5 MI
STEVENSOUTH 30 AM



CITY OF CAMAS

430 N.E. Everett Street
Camas, Washington 98607

CITY ATTORNEY
ROGER D. KNAPP

November 8, 1994

Chairman
Community Economic Revitalization Board
c/o Department of Trade & Economic Development
2001 Sixth Avenue, Suite 2700
Seattle, WA 98121

Dear Sir:

I am an attorney at law admitted to practice in the State of Washington, and the duly selected and duly appointed attorney of the applicant, the City of Camas. I have examined the application which is filed with the Community Economic Revitalization Board of the State of Washington, whereby assistance is requested for the following described public facilities project: the construction of 9,400 linear feet of waterline as more particularly described in the application on file herein.

I have also reviewed all ordinances relating to the above-described project, including those accepting the financial assistance from the Community Economic Revitalization Board as follows: a loan in the amount of \$600,000.00 bearing interest at the rate of 5.85% per annum for sixteen (16) years with a deferral of interest and principal payments for four (4) years.

I have also reviewed the final contract to be executed by the Community Economic Revitalization Board and the City of Camas and all attachments incorporated within such agreement, including the general and specific conditions of the Community Economic Revitalization Board.

I have examined the financial records of the City of Camas, paying particular attention to the composite outstanding debt. I am aware of the provisions of Chapter 39.36 of the Revised Code of Washington and any successor or other statute or rule relating to debt limitations for taxing districts.

I further examined the proposed public facilities project outlined in the application in light of the existing comprehensive land use plans and zoning ordinances of the City of Camas, including the plans for the acquisition of land and the development thereof for the public facilities project. For this purpose, I am including the Shoreline Management Plan as a comprehensive land use plan.

Chairman
Community Economic Revitalization Board
November 8, 1994
Page 2

I have also examined any and all documents and records additional to the above which are germane to the proposed loan.

Based on the foregoing, it is my opinion that:

1. The City of Camas has the right, title and interest or will acquire the right, title and interest in all real property required to construct and implement the above-described public facilities project. Specifically, the project is for the construction of a waterline, and the bulk of the project will be located within existing public right-of-way. One section of the waterline will cross privately owned property. The owner of the property has agreed to grant the City an easement, but the exact description of the easement has not been prepared pending a wetlands assessment.
2. 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 City of Camas from repaying the loan extended by the Community Economic Revitalization Board with respect to such project. The City of Camas is not a party to any litigation which will materially affect its ability to repay such loan on the terms contained in the attached ordinance.
3. To the best of my understanding, the proposed project is consonant with any and all land use plans and zoning ordinances, as those terms are described above.

Based upon the factual representations made to me, for purposes of this opinion, by Douglas E. Quinn, Public Works Director, I further certify that the City of Camas is in legal compliance with those requirements of the Community Economic Revitalization Board upon which disbursement of the loan commitment of the agency has been conditioned.

This attorney's certificate is being rendered in conjunction with an attorney's certificate submitted by Forrest W. Walls, of Preston, Gates & Ellis, who serves as bond counsel for the City of Camas.

Very truly yours,


Roger D. Khapp
City Attorney

RDK:kw

1994

THIS SPACE PROVIDED FOR RECORDER'S USE
9-108290333

FILE FOR RECORD AT REQUEST OF

CLERK
65,920 HAS
WHEN RECORDED BE TURN TO
Time
Address
City, State, Zip

Statutory Warranty Deed

THE GRANTOR DONALD G. MACKAY AND MARY E. MACKAY, Husband and Wife, AND
DOUGLAS B. MACDONALD, TRUSTEE UNDER THE MACDONALD LIVING TRUST, DATED FEBRUARY 9, 1988
for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

has paid, conveys and warrants to **LINEAR TECHNOLOGY CORPORATION, A CALIFORNIA CORPORATION**

The following described real estate, situated in the County of **CLARK**, State of Washington:

THE EXACT LEGAL DESCRIPTION IS ATTACHED HERETO AS **EXHIBIT 'A'** AND BY REFERENCE THERETO MADE A PART OF THIS DOCUMENT.

Real Estate Excise Tax
Ch. 11 Rev. Laws 1961
\$15,300.00 has been paid
Receipt # 372290 Date 8/29/94
Sec 61, see Afd. No _____
Doug Taylor
Clark County Treasurer
By: *PC*

SUBJECT TO: EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED IN BOOK 214, PAGE 116, AND LATECOMER'S AGREEMENT BETWEEN THE CITY OF CAMAS, A MUNICIPAL CORPORATION, MACKAY AND MACDONALD, A PARTNERSHIP AND HERAEUS SHIN-ITSU AMERICA, INC., A DELAWARE CORPORATION REFERRED TO AS "DEVELOPER", INCLUDING THE TERMS AND CONDITIONS THEREOF, AS DESCRIBED UNDER AUDITOR'S FILE NO. 9210150277.

Dated AUGUST 12, 1994

Donald G. Mackay
DONALD G. MACKAY
Douglas B. Macdonald
DOUGLAS B. MACDONALD, TRUSTEE

Mary E. Mackay
MARY E. MACKAY

WILLIAM A. MACKAY
NOTARY PUBLIC
STATE OF WASHINGTON
CLARK

WILLIAM A. MACKAY
NOTARY PUBLIC
STATE OF WASHINGTON
CLARK

Shirley A. Mackay
Notary Public in and for the State of Washington
Residing at Vancouver, Washington
My appointment expires May 15, 1995
LPB No. 10

Shirley A. Mackay
Notary Public in and for the State of Washington
Residing at Vancouver, Washington
My appointment expires May 15, 1995
778

000783

AUG 29, 1994

EXHIBIT A

LEGAL DESCRIPTION For: CTC - 65920

Real Property lying with the H.M. Knapp Donation Land Claim, also lying with the City of Camas, Clark County, Washington, being a portion of the West half of Section 1, Township 1 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northeast corner of that tract of land conveyed to Furuno U.S.A., Inc., by deed recorded under Auditor's File No. 9304100107, deed records of said county, said point being on the Southerly right of way line of N.W. Pacific Rim Boulevard (formerly known as S.E. 14th Street), as conveyed to the City of Camas by Deed of Dedication recorded under Auditor's File No. 8511010068, deed records of said county; thence continuing along said right of way line South 89 degrees 06'45" East 725.39 feet to a point on the West right of way line of N.W. Parker Street, said point being 20.00 feet when measured at a right angle from the centerline of N.W. Parker Street, said centerline also being the East line of the Knapp D.L.C.; thence along said West right of way line South 00 degrees 53'15" West 505.82 feet; thence leaving said right of way line South 76 degrees 15'21" West 349.70 feet to the Southeast corner of said Furuno Tract; thence along the East line of said Furuno Tract North 00 degrees 53'15" East 695.19 feet to the point of beginning.

CHARTER TITLE CORP.

AUG 29 4 27 PM '94

000784

79



**COLUMBIA
RIVER
ECONOMIC
DEVELOPMENT
COUNCIL**

CORPORATE OFFICERS

Steve Horenstein, Chairman
Horenstein & Duggan, PS
Mark Feichtinger, Vice Chairman
Boley, Jones & Gray
Robert Levin, President
CREDC

Vernon F. Peterson,
Treasurer/Secretary
Peterson & Associates
Ian Wolfe, Past Chairman
Hatcher, Hutchinson & Wolfe

BOARD OF DIRECTORS

Mark Brandon
Seafirst Bank

Calvin Brouseard
Cable of Washington

John Campbell
Greater Vancouver Chamber
of Commerce

Scott Campbell
The Columbian

Milla Christensen
TriQuest Precision Plastics

Mel Connor
IBEW Local 46

James DeLong
Kaiser Permanente

Hal Dengerink
WSU - Southwest Branch

Dean Dosselt
City of Camas

Bruce Farnsworth
Cadet Manufacturing

Bill Framhold
ESD 112

Bully Frument
Frument, Lander & Wallace

Eric Fuller
Norris, Beggs & Simpson

Wally Hornberger
Whitfield-Bernhardt

Isoo Iwashita
SEH America

Earl "Joe" Johnson
Clark College

Tom Kelje
Accia-Fab, Inc.

Bruce Langmade
James River Corporation

Jody Littlefield
James River Corporation

John Magnano
Clark County Commissioner

Bob Matheln
AVX Corporation

Arch Miller
Port of Vancouver

Jim Pareley
Vancouver School District #37

Ken Powell
Port of Camas/Washougal

Robert Schaefer
Blair, Schaefer,
Hutchinson & Wolfe

Gene Schmitz
Port of Aldgelfield

Jeff Selberg
Washington Medical Center

Jon Shroyer
Sharp Electronics

Patay VanOuwerekerk
Columbia Credit Union

Christine Wamaley
Columbia Business Center

Bob Wela
Hewlett Packard

John White
The J D White Company

Les White
C-TRAN

Chuck Williams
Brim-Williams Associates

Michael R. Wilson
City of Vancouver

February 14, 1994

Ben Gassaway
Assessor, Clark County
P.O. Box 5000
Vancouver, WA 98666-5000

Dear Ben:

Thank you for your continued assistance on the Linear Technology project. Per our meeting, I want to clarify and reaffirm our conversation of how the Linear Technology semiconductor fabrication facility will be assessed for property tax purposes in Clark County, Washington.

The two key elements are the cost of the property assets and the rate at which these assets depreciate over time, also called a trending table. The cost of the assets would be what the Washington Linear facility paid for the assets which would agree with the amount on which sales tax was paid to the Washington State Department of Revenue. Therefore, cost would not include sales tax.

I appreciate you sharing with me the February 1, 1994 letter (see attached) from Joe Simmons, program manager at the Washington State Department of Revenue where you are given discretion in establishing a reasonable trending table

My understanding is that in regards to Linear Technology's semiconductor manufacturing operation in Clark County, Washington, you can support the following trending table:

<u>AGE</u>	<u>RATE</u>
0	100
1	70
2	48
3	34
4	25
5	20
6	14
7	9
8	7
9	6
10	5

As we discussed, the CREDC will initiate a comprehensive study of state trending tables utilizing a firm of your selection. This study will enable us to make specific recommendations regarding trending tables and their system-wide applicability.

If this letter is acceptable, please sign below and send me one original and one faxed copy.

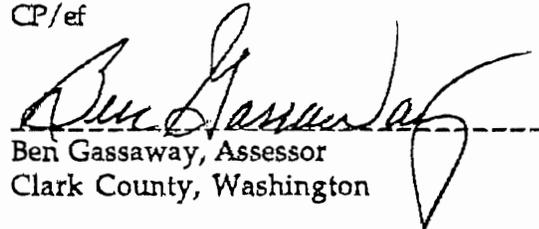
Thank you for all of your assistance.

Sincerely,



Clint Page
Vice President

CP/ef



Ben Gassaway, Assessor
Clark County, Washington

2-14-94
Date

7:00 P.M.
Regular Meeting of the Council
September 12, 1994

CALL TO ORDER: Mayor Dossett presided.

FLAG SALUTE:

COUNCIL MEMBERS:

PRESENT: Abrahamsen, Hahn, MacRae, Mabry, Luton, and Guard.

ABSENT: Christianson was excused.

STAFF PRESENT: Halverson, Knapp, Smith, Quinn, Stockhoff Slyter, Artz, and Hevron.

PRESS: Craig Clohessey from the Post Record.

CONSENT AGENDA: It was moved by Hahn, seconded by Mabry and carried that the consent agenda be approved:

- a. Approve minutes of regular meeting of August 22, 1994 and workshop meeting of September 6, 1994.
- b. Approve payment of claims warrants 10700-10830 in the amount of \$116,549.81 and payroll warrants 4822-5010 in the amount of \$420,010.28.
- c. Authorize the City to call for bids for a street sweeper. This will be a joint purchase with the City of Washougal.
- d. Request for a temporary street closure on N. E. 4th Avenue between N.E. Birch and N. E. Cedar Streets not to exceed four hours on 9/24/94 to conduct a benefit auction for the Liberty Theatre.
- e. Request for written approval to conduct two raffles beginning 9/17/94 and continuing until 11/15/94 by the Clark County Citizens in Action.
- f. Change two parking stalls along the north side of N. E. Fifth Avenue and two along the east side of N. E. Cedar Street from two hour parking limit to 30 minutes. This request is by the Lacamas Community Credit Union.

Council Member Abrahamsen asked for a Mission Statement from the Clark County Citizens in