



City Council Regular Meeting Agenda Monday, January 04, 2021, 7:00 PM REMOTE MEETING PARTICIPATION

NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting to enable the City to make reasonable accommodations to ensure accessibility (28 CFR 35.102-35.104 ADA Title 1.).

How to join meeting:

OPTION 1 -

1. Go to www.zoom.us
 - Download the app
 - Or, click "Join A Meeting" and paste Meeting ID – 962 8386 7952
2. Or, from any device click <https://zoom.us/j/96283867952>
3. Follow the prompts and wait for host to start meeting

OPTION 2 - Join by phone (audio only):

1. Dial 877-853-5257
2. Enter meeting ID # 962 8386 7952, and then ##

For Public Comment:

1. Click the raise hand icon in the app
 - By phone, hit *9 to "raise your hand"
2. Or, email to publiccomments@cityofcamas.us (400 word limit)

Emails received by one hour before the start of the meeting are emailed to Council. During public comment, the clerk will read each email's submitter name, subject, and date/time received. Emails received up to one hour after the meeting are emailed to Council and attached to meeting minutes.

SPECIAL MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

STAFF PRESENTATION

1. [City of Vancouver Job Order Contract Interlocal Agreements](#)
Presenter: [Denis Ryan, Public Works Operations Supervisor](#)

CONSENT AGENDA

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

2. [December 21, 2020 Camas City Council Regular Meeting Minutes](#)
3. Automated Clearing House and Claim Checks Approved by Finance Committee
4. [Accept Gravity Thickener Project as Complete \(Submitted by Sam Adams, Utilities Manager\)](#)
5. [NW 12th Avenue Improvements CDBG Grant Agreement \(Submitted by James Carothers, Engineering Manager\)](#)

NON-AGENDA ITEMS

6. Staff
7. Council

MAYOR

8. Mayor's Announcements

MEETING ITEMS

9. [Public Hearing for Draft Rezone Agreement Modification](#)
Presenter: [Robert Maul, Planning Manager](#)
10. [City of Camas Proclamation of Civil Emergency COVID-19](#)
Presenter: [Jamal Fox, City Administrator](#)

PUBLIC COMMENTS

ADJOURNMENT



Staff Report

January 4, 2021 Council Workshop

Job Order Contract Interlocal Agreements with the City of Vancouver
Presenter: Denis Ryan, Public Works Operations Supervisor

Phone	Email
360.817.7983	dryan@cityofcamas.us

BACKGROUND: Camas has previously participated in interlocal agreements with local public agencies for the purpose of mutual aid, cooperative purchasing and what’s often referred to as “piggybacking”.

SUMMARY: The City of Camas desires to enter into interlocal agreements with the City of Vancouver for the purpose of using Vancouver’s job order contracts (JOC) #100194 and #100196 for construction services. Staff anticipates using the JOCs to complete upgrades and repairs to facilities such as the Leadbetter House, Rose Property and other city-owned residences. The JOCs will allow staff to work directly with a contractor to determine the necessary repairs and associated costs and provide for a more efficient process.

Attorneys from both the City of Camas and the City of Vancouver have inspected the proposed agreements and approve language and form. This item is anticipated to be on the consent agenda for January 18, 2021 Regular Council Meeting.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item?

- Approval of an interlocal agreement with the City of Vancouver to allow the City to piggyback on Vancouver’s Job Order Contracts.

What’s the data? What does the data tell us?

- N/A

How have communities been engaged? Are there opportunities to expand engagement?

- N/A

Who will benefit from, or be burdened by this agenda item?

- The City of Camas will benefit from the interlocal agreements, receiving competitive pricing on materials and labor while having skilled qualified expertise to assist with complex repairs and upgrades.

What are the strategies to mitigate any unintended consequences?

- Piggybacking and Job Order Contracting are both allowed per the RCWs.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

- N/A.

Will this agenda item improve ADA accessibilities for people with disabilities?

- JOC contractors are experienced in identifying and remediating ADA compliance issues.

What potential hurdles exists in implementing this proposal (include both operational and political)?

- N/A

How will you ensure accountabilities, communicate, and evaluate results?

- We will monitor budget, develop a detailed scope for each project, communicate goals and expectations, and regularly inspect and monitor work to ensure that it is done to required standards.

How does this item support a comprehensive plan goal, policy or other adopted resolution?

- N/A

BUDGET IMPACT: The interlocal agreements for JOC will operate within the authorized 2021/2022 Budget.

RECOMMENDATION: Staff recommends this item be placed on the Consent Agenda for the January 18, 2021 Regular Council Meeting.

INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

This Interlocal Cooperative Purchase Agreement (hereinafter, the “agreement”) is made by and between the City of Vancouver, Washington, a municipal corporation under the laws of the State of Washington (hereinafter referred to as "Vancouver"), with its principal place of business at 415 W 6th Street in Vancouver, Washington, and the City of Camas, Washington, a municipal corporation under the laws of the State of Washington (hereinafter referred to as "Camas"), with its principal place of business at 616 NE 4th Avenue, Camas, Washington (collectively referred to as the "parties", and individually as a “party”).

WHEREAS, Vancouver has entered into job order contract #100194 for construction services (hereinafter referred to as the “JOC Contract”) with Halbert Construction Services, LLC (hereinafter referred to as “Contractor”) commencing on November 1, 2019; and

WHEREAS, Camas wishes to utilize the terms and conditions of the JOC Contract to perform various job order projects on Camas facilities; and

WHEREAS, the Parties hereto have the authority to enter into this agreement in accordance with Chapter 39.34 RCW, the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants herein contained, the parties hereto agree as follows:

It is agreed by the parties as follows:

1. **Term.** The term of this agreement in respect to each party shall commence on the date of last signature by the parties hereto and shall remain in effect during the duration of the JOC Contract until terminated by a party as provided in paragraph 5 of this Agreement.
2. **Cooperative Purchase.** Vancouver authorizes a no cost change to the JOC Contract that the Contractor provide Camas with job order construction services on Camas facilities directly to Camas on the same terms and conditions of the JOC Contract, except that the obligations owed to the Vancouver under such agreement will be owed by Contractor to Camas including but not limited to obligations to provide performance and payment bonds for work performed and insurance endorsements that name Camas as additional insured. Contractor shall directly invoice Camas for any and all such work provided, and all work orders shall state "All work described herein provided directly to the City of Camas, Washington by the Contractor are subject to the terms and conditions of the JOC Contract, City of Vancouver Contract #100194 commencing, dated November 1, 2019. The City of Vancouver is not a party to, nor responsible for, performance of or payment for the work described in this invoice." Camas shall issue all job orders and perform all fiscal and program responsibilities for the projects to be identified by Camas. A true and correct copy of the JOC Contract agreement is attached hereto as Attachment "A" and incorporated in its entirety by this reference.
3. **Compensation and Payment.** The parties agree that the total value of all work orders issued under this agreement shall not exceed \$600,000.00 USD. The Contractor shall directly invoice Camas and Camas shall directly pay the Contractor pursuant to the payment and compensation terms identified within the JOC Contract.

4. **Financial Responsibility.** Camas shall be solely financially responsible for the payment of the purchase price of goods and services provided under the JOC contract and received by Camas under the terms of this agreement.
5. **Ownership.** Title to all items purchased by any party to this agreement shall remain in the name of such party.
6. **Termination.** Any party to this agreement may terminate its participation by giving the other party to the agreement thirty (30) days written notice of such intent to terminate.
7. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this agreement.
8. **Statutory Compliance.** Each party agrees to comply with any statutory requirements applicable to such party when acting under this agreement.
9. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement. Pursuant to RCW 39.34.030(4)(a), the administrator for this Agreement shall be determined by Vancouver.
10. **Right to Contract – Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
11. **Hold Harmless.** Camas specifically acknowledges that Vancouver shall have no liability or responsibility for the performance of the Contractor with respect to Camas job orders. Camas shall defend and hold Vancouver harmless from any and all claims, suits, losses, costs (including attorney's fees), and/or damages of any kind whatsoever arising out of or in any way resulting from Camas's issuance of job orders and performance by any party pursuant to same facilitated by this agreement. Vancouver makes no representations or warranties of any kind, including, without limitation regarding the contractors, performance, or terms and conditions of the JOC Contract.
12. **Entirety of Agreement.** This agreement contains or incorporates all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto.

Dated: _____, 2020

Dated: _____, 2020

For Vancouver,
CITY OF VANCOUVER,
a municipal corporation

For Camas,
CITY OF CAMAS,
a municipal corporation

Eric Holmes, City Manager

Signature

Attest:

Printed Name and Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan J. Young, City Attorney

ATTACHMENT "A"

CITY OF VANCOUVER, WA
JOB ORDER CONTRACT

CONTRACT #100194

INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

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WHEREAS, Vancouver has entered into job order contract #100196 for construction services (hereinafter referred to as the “JOC Contract”) with SDB Contracting Services (hereinafter referred to as “Contractor”) commencing on November 1, 2019; and

WHEREAS, Camas wishes to utilize the terms and conditions of the JOC Contract to perform various job order projects on Camas facilities; and

WHEREAS, the Parties hereto have the authority to enter into this agreement in accordance with Chapter 39.34 RCW, the Interlocal Cooperation Act.

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12. **Entirety of Agreement.** This agreement contains or incorporates all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto.

Dated: _____, 2020

Dated: _____, 2020

For Vancouver,
CITY OF VANCOUVER,
a municipal corporation

For Camas,
CITY OF CAMAS,
a municipal corporation

Eric Holmes, City Manager

Signature

Attest:

Printed Name and Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan J. Young, City Attorney

ATTACHMENT "A"

CITY OF VANCOUVER, WA
JOB ORDER CONTRACT

CONTRACT #100196



**City Council Regular Meeting Minutes - Draft
Monday, December 21, 2020, 7:00 PM
REMOTE MEETING PARTICIPATION**

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor Barry McDonnell called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Greg Anderson, Ellen Burton, Don Chaney, Steve Hogan and Shannon Roberts

Excused: Bonnie Carter and Melissa Smith

Staff: Bernie Bacon, Phil Bourquin, Sherry Coulter, Catrina Galicz, Jamal Fox, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson, Heather Rowley, Nick Swinhart, Connie Urquhart and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

Lana Erickson, 3540 NE Spruce DR, Camas, commented about Mayor's leadership.

STAFF PRESENTATION

1. Extension of Interlocal Agreement with East County Fire and Rescue
Presenter: Nick Swinhart, Fire Chief

Swinhart provided an overview of the ECFR Interlocal Agreement extension. Discussion ensued.

CONSENT AGENDA

2. December 7, 2020 Camas City Council Special Meeting Minutes
3. \$ 1,122,593.92 Automated Clearing House and Claim Checks Numbered 146155 to 146286
4. Ostenson Canyon Storm & Road Repair Professional Services Agreement Amendment #1 (Submitted by James Carothers, Engineering Manager)
5. NW 38th Avenue Improvements, Phase 3 Professional Services Agreement (Submitted by James Carothers, Engineering Manager)

6. \$138,737.37 for November 2020 Emergency Medical Services (EMS) Write-off Billings; which is \$123,464.53 for Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$15,272.84 for Ground Emergency Medical Transportation (GEMT) funding (Submitted by Cathy Huber Nickerson, Finance Director)

The agenda item, ECFR Interlocal Extension was removed from the Consent Agenda to be discussed and voted on as a Meeting Item.

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

NON-AGENDA ITEMS

7. Staff

Fox attended a meeting with the Regional Economist of the Washington Employment Security Department about the Economic Outlook for the area. Fox congratulated Captain Linton on her promotion, thanked all City staff for their service, and wished everyone a happy holidays.

8. Council

Anderson attended the C-TRAN meeting and congratulated Captain Linton on her promotion.

Burton commended the Fire Department for their successful training burn. Burton attended the Legislative Outlook meeting, and commended City staff and volunteers who serve the community.

Roberts congratulated Captain Linton on her promotion. Roberts commented about a resident's email about fossil fuel. Roberts attended the Legislative Outlook meeting.

Chaney attended the Clark Regional Emergency Services Agency (CRESA) meeting. Chaney commended our local VFW Post 4278 for their work supporting the Wreaths Across America event. Chaney congratulated Captain Linton on her promotion and commended City staff for their service; wishing everyone a happy holidays.

Hogan thanked City staff for their service and wished everyone a happy holidays.

MAYOR

9. Mayor Announcements

Mayor wished everyone a happy holidays. Mayor shared the Clark County Crisis Line number, 800-626-8137; a resource for anyone affected by COVID-19.

MEETING ITEMS

10. 2021 Camas Public Employees' Association (CPEA) Collective Bargaining Agreement
Presenter: Jennifer Gorsuch, Administrative Services Director

It was moved by Roberts, and seconded, to authorize the Mayor to sign the 2021 CPEA Collective Bargaining Agreement. The motion carried unanimously.

11. Resolution No. 20-019 Establishing an Ad Hoc Equity Advisory Committee
Presenter: Jamal Fox, City Administrator

It was moved by Hogan, and seconded, to have Resolution No. 20-019 read by title only. The motion carried unanimously.

It was moved by Hogan, and seconded, to have Resolution No. 20-019 be adopted. The motion carried unanimously.

12. Resolution No. 20-020 Amending Resolution No. 1214
Presenter: Jamal Fox, City Administrator

It was moved by Hogan, and seconded, to have Resolution No. 20-020 read by title only. The motion carried unanimously.

It was moved by Chaney, and seconded, to have Resolution No. 20-020 be adopted. The motion carried unanimously.

13. City of Camas Proclamation of Civil Emergency COVID-19
Presenter: Jamal Fox, City Administrator

It was moved by Hogan, and seconded, to reaffirm the Mayor's Proclamation of Civil Emergency dated March 18, 2020, the Supplement dated April 15, 2020, and the Amendment dated June 15, 2020. The motion carried unanimously.

ITEMS REMOVED FROM THE CONSENT AGENDA

14. Extension of Interlocal Agreement with East County Fire and Rescue (ECFR)
(Submitted by Nick Swinhart, Fire Chief)

Council Member Anderson commented about the interlocal agreement. Discussion ensued.

It was moved by Anderson, and seconded, to authorize the Mayor to sign the amendment to the ECFR service agreement as presented with the exception that the second sentence of paragraph two be removed. The motion carried unanimously.

PUBLIC COMMENTS

Kevin Bergstrom, 1210 NE 277th AVE, Camas, commented about the ECFR service extension.

ADJOURNMENT

The meeting adjourned at 8:06 p.m.



Staff Report – Consent Agenda

Accept Gravity Thickener Project as Complete (Submitted by Sam Adams, Utilities Manager)

Phone	Email
360.817.1563	sadams@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: Gravity Thickener Project Completion Acceptance

Recommendation/Recommended Action/Action Requested: Accept the Gravity Thickener Project as complete via Consent. Authorize staff to make final pay estimate to R.L. Reimers Company.



Staff Report – Consent Agenda

January 4, 2021 Council Regular Meeting

CDBG Grant Agreement for NW 12th Avenue Improvements
(Submitted by, James Carothers, Engineering Manager)

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: In March of 2020 Camas was notified that our CDBG grant application to fund street and other improvements on NW 12th Avenue was recommended for funding by Clark County. The grant in the amount of \$255,000 will partially fund street, sidewalk, ADA, and water system improvements on NW 12th Avenue from NW Benton Street to Division Street. Camas will contribute \$110,000 from the water utility fund and about \$51,000 for internal engineering and construction management. Total project cost is \$416,000

Approval of the CDBG Grant Agreement is required prior to construction of the planned improvements. The plans and specifications for the improvements have been completed by city engineering staff, and the project can move forward once the agreement is approved.

NW 12th Avenue, looking West from NW Ash Street



EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item?

This item will allow the improvements to NW 12th Avenue to be constructed in the first half of 2021.

What's the data? What does the data tell us?

N/A

How have communities been engaged? Are there opportunities to expand engagement?

Public input was solicited in October and November of 2019 when several potential projects were evaluated and discussed. A Public Hearing was held at the regular Council Meeting on November 18, 2019 to gather community input.

City Staff will communicate with neighborhood residents in the area before and during construction of the project.

Who will benefit from, or be burdened by this agenda item?

Pedestrians and motorists that use this section of NW 12th Avenue will benefit the most.

What are the strategies to mitigate any unintended consequences?

N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

CDBG Infrastructure Funds are intended to provide improvements to public facilities in low/mod income neighborhoods as determined by U.S. Census Data. NW 12th Avenue is in an eligible neighborhood.

Will this agenda item improve ADA accessibilities for people with disabilities?

Yes. Improvement of sidewalks and ADA ramps are included in the project.

What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution?

The project will include needed upgrades to NW 12th Avenue that would otherwise go unfunded.

BUDGET IMPACT: Funding for the water improvements and staff design, engineering, and construction oversight are anticipated and included in the 2021-2022 Budget.

RECOMMENDATION: Staff recommends approval of CDBG Grant Agreement and execution by the Mayor to allow bidding and construction to proceed.

CONTRACT #2020-CDBG-2002

between

CLARK COUNTY

PO Box 5000, Vancouver, WA 98666-5000

and

CITY OF CAMAS

616 NE Fourth Ave, Camas, WA 98607-2165

Project: NW 12th Ave Improvements

Contract Period: Upon County Signature through June 30, 2021

Total Contract Amount: \$255,000

Funding Source: Fund 1939 - Community Development Block Grant

Contractor DUNS Number: 103021895

CFDA Number: 14.218

Procurement History: 2020 CDBG RFA

Contractor Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Jim Hodges 360.817.7234 jhodges@cityofcamas.us	Cathy Huber Nickerson 360.834.2462 chuber@cityofcamas.us	Rebecca Royce 564.397.7863 rebecca.royce@clark.wa.gov	Rhonda Hills 564.397.7836 rhonda.hills@clark.wa.gov

By signing below, Clark County, hereinafter referred to as the “County,” and City of Camas, hereinafter referred to as the “Contractor,” agree to the terms of this Contract as well as the Clark County Community Services General Terms and Conditions, as amended, which are incorporated herein by reference with the same force and effect as if they were incorporated in full text. The full text version of the General Terms and Conditions are available at <https://clark.wa.gov/community-services/announcements-and-general-terms-and-conditions>. Hard copies will be provided by Clark County upon request.

FOR CLARK COUNTY:

FOR CONTRACTOR:

Kathleen Otto, Interim County Manager

Barry McDonnell, Mayor

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink
Deputy Prosecuting Attorney

**BUDGET SUMMARY
 CONTRACT #2020-CDBG-2002
 CITY OF CAMAS**

STATEMENT OF WORK NW 12th Ave Improvements		
ITEM	FUNDING SOURCE	FUND AMOUNT
A	Clark County CDBG Reprogrammed Funds	\$255,000
B	City of Camas Local and In Kind	\$161,000

ITEMIZED COST	TOTAL COST	A	B
Construction & Permit Fees	\$365,000	\$255,000	\$110,000
Engineer/Architect	\$51,000	\$0	\$51,000
TOTAL COST	\$416,000	\$255,000	\$161,000

Match is 38.7% (\$161,000/\$416,000)

**STATEMENT OF WORK
CONTRACT #2020-CDBG-2002
CITY OF CAMAS**

1. PROJECT DESCRIPTION

- 1.1. CDBG funding will be used to reconstruct approximately 6,500 sf of sidewalks and 21,600 sf of roadway along with installing three ADA ramps on NW 12th Avenue between Division and Benton Streets. Reconstruction of sidewalks will eliminate physical barriers, tripping hazards and increase pedestrian safety. Reconstruction of roadway will replace failed base and asphalt pavement constructed in the early 1900's. Installation of ADA ramps will provide safe and continuous pedestrian link from Division to Benton Streets.

The City of Camas funding will be used to upgrade approximately 540 linear feet of deficient water main to 8" piping, 3 laterals to residences along the project area, and upgrade one fire hydrant. The existing water system is undersized and does not meet current standards causing low water supply.

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

The County classifies this agreement as a subaward.

Subrecipient Name	City of Camas
Subrecipient Unique Entity Identifier	DUNS Number 103021895
Federal Award Identification Number (FAIN)	B-20-UC-53-0006
Federal Award Date	07/01/20
Subaward Period of Performance	Upon County Signature – 6/30/21
Amount of Federal Funds Obligated for this Contract	\$255,000
Total Federal Funds Obligated to Subrecipient	\$255,000
Total Amount of the Federal Award Committed	\$255,000
Federal Award Project Description	Entitlement, Sec 106(b)
Federal Awarding Agency	Housing and Urban Development
Pass-through Entity and Contact Name	Clark County; Michael Torres
CFDA Number	14.218
CFDA Name	Community Development Block Grant
Is this award R&D?	No
Indirect Cost Rate for the Federal Award	Varies

2. CONTRACT KICKOFF

Contractor shall attend a contract kickoff or pre-construction meeting with the County to review roles, responsibilities, requirements, and deliverables associated with this Contract.

3. FUNDING ELIGIBILITY

This project qualifies for CDBG funding under 24 C.F.R. § 570.201(c) Public Facilities and Improvements, under the Low/Mod Income Area National Objective. The project is located in census tract 414, block group 2, which is 50.44 percent low-income.

4. PROJECT BUDGET AND TIMELINE

- 4.1. The County will provide the Contractor with funds in an amount not to exceed the amount shown on the Budget Summary for purposes of completing the project described herein. The use of these funds shall be expressly limited to the activities described in this Contract.
- 4.2. The Contractor shall apply the funds received from the County under this Contract in accordance with the Budget Summary and the Statement of Work.
- 4.3. The Contractor shall carry out objectives anticipated in the RFA.

5. PAYMENT PROVISIONS

In addition to the payment provisions appearing in the Clark County Community Services General Terms and Conditions, the following provisions shall apply:

- 5.1. The Contractor shall submit an invoice on a County-provided form. The invoice shall include a summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail.
- 5.2. Administrative costs shall not be reimbursed under this Contract.
- 5.3. Match Requirements: When approximately 50% of the CDBG funds have been expended and with each voucher thereafter, the Contractor shall document total match expenditures in proportion to the amount requested. At the conclusion of the project, match shall be equal to or greater than the amount shown on the Budget Summary. The required match may be cash or in-kind.
- 5.4. For construction projects subject to federal labor standards laws (Davis-Bacon), the County shall reserve the final 10% of grant funds budgeted on the construction line item (as specified in the Budget Summary) pending the County's receipt of a complete and correct set of certified payrolls from project contractor(s). The final billing for retainage shall include copies of all executed change orders and the final project cost.

6. PERFORMANCE-BASED REQUIREMENTS

The outcome supports the Clark County Community Services Strategic Plan goal of a connected and resilient community. The Contractor shall meet or exceed the following requirement:

Program Goals	Anticipated Annual Outcomes
Improved neighborhood safety and water infrastructure constructed	Approximately 24 individuals

7. REPORTING

- 7.1. The Contractor shall submit quarterly progress reports in a format acceptable to the County. The reports shall be due to the County on the 15th day after the end of the quarter, starting with the quarter in which the Contract was signed.
- 7.2. The Contractor shall provide documentation to the County at project completion showing that the project activities were completed in accordance with this Contract.
- 7.3. In addition to the record retention requirements in this Contract, the Contractor shall maintain records of the hours worked and rates of compensation for all personnel performing work under this Contract. These records shall be kept for a period of seven years from the date of the submission of the final performance report under this Contract.
- 7.4. The Contractor shall provide documentation to the County at project completion showing that the sources and value of its match contribution to the project are equal to those specified in the Budget Summary.
- 7.5. The Contractor shall perform all community information activities as directed by the County.

**PROJECT SCHEDULE
CONTRACT #2020-CDBG-2002
CITY OF CAMAS**

ACTIVITY	COMPLETION DATE
Engineering/Design and Bid Document Preparation	October 2020
Bid invitation and contractor selection	February 2021
Construction	June 2021
Project Close Out	October 2021

1. The Contractor shall plan and administer the project in accordance with this project schedule unless otherwise modified by the County in writing.
2. The Contractor agrees to allow the County to extend the Project Schedule when necessary and in the interests of both parties. The Contractor grants the County the right to unilaterally extend, in writing, the Project Schedule and Contract Period without the signature of the Contractor.

DELIVERABLES SUMMARY
CONTRACT #2020-CDBG-2002
CITY OF CAMAS

DELIVERABLE	REFERENCE	DUE DATE
Submit project components	Special T&C §6	10 working days prior to requesting bids
CDBG construction sign	Special T&C §19	During construction
Permanent plaque	Special T&C §19	Prior to project completion
Quarterly progress reports	SOW §7	15 th day after the end of each quarter
Project completion documentation	SOW §7	Project completion
Sources and value of contributions (match) report	SOW §7	With invoice submission and at project completion
EEOC Form 164	Special T&C §21	Start of contract
Contractor transfer of any remaining CDBG funds	Special T&C §22	Contract expiration
Close-out financial, performance, and other reports	General T&C §8	30 days after contract expiration
E-Verify MOU and completion report	General T&C §19	Prior to starting work and at contract expiration
Fiscal requirements	General T&C §23	Various
Proof of insurance	General T&C §26 Special T&C §11	At start of contract and thereafter during contract term

1. There may be additional deliverables defined in this contract which are not reflected here.
2. If there is a conflict between what appears in this summary table and what is listed elsewhere in the Contract, the terms and conditions elsewhere in the Contract shall apply.

**SPECIAL TERMS AND CONDITIONS
COMMUNITY DEVELOPMENT BLOCK GRANT**

1. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM OVERVIEW

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

2. ACCESSIBILITY

All work must conform to the International Code Council/American National Standards Institute A117.1-2003 Accessible and Usable Buildings and Facilities Standard.

3. ACQUISITION AND RELOCATION

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

3.2. The Contractor shall comply with Section 104(d) of the Housing and Community Development Act of 1974, which requires the one-for-one replacement of all occupied or vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than low/moderate-income dwelling units.

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

4. ADMINISTRATIVE REQUIREMENTS

4.1. The Contractor shall comply with 2 C.F.R. Part 200.

4.2. The Contractor shall comply with 24 C.F.R. Part 570.

4.3. The project shall be coordinated by Contractor staff in compliance with 24 C.F.R. Part 570 and 2 C.F.R. Part 200. The Contractor shall perform all necessary and customary functions in the management and supervision of Contractor personnel for all work performed under the Contract. The Contractor shall be responsible for compensation of Contractor staff with Contractor funds for all work performed under this Contract.

5. CONFLICT OF INTEREST

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following shall apply:

- 5.1. The Contractor shall comply with 24 C.F.R. §570.611 regarding any potential conflict of interest.
 - 5.1.1. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 C.F.R. §85.36 and 24 C.F.R. §84.42, respectively, shall apply.
 - 5.1.2. In all cases not governed by 24 C.F.R. §85.36 and §84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 C.F.R. §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 C.F.R. §570.203, §570.204, §570.455, or §570.703(i)).
- 5.2. The conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this Contract.
- 5.3. The general rule is that no persons described herein who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Contract, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an activity assisted by these funds, or have a financial interest in any contract, subcontract, or agreement with respect to an activity assisted by these funds, or with respect to the proceeds of the activity assisted by these funds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

6. CONSTRUCTION DOCUMENTS

- 6.1. The Contractor shall submit to the County all project components that shall be paid with HUD funds, including plans, specifications, bid documents, RFPs, RFQs and estimates, for review and comment at least ten (10) working days prior to requesting bids for construction.
- 6.2. All specifications and drawings shall be in conformance with current engineering and design standards of the jurisdiction where the project is located, and with the general specifications set forth in the Contractor's application for this project. All plans, specifications, and drawings shall be completed, stamped and signed by a licensed professional architect, landscape architect, or engineer.
- 6.3. Any change in the scope of the project shall require a modification of this Contract.
- 6.4. The Contractor shall obtain all necessary and appropriate land use permits, zoning approvals, and any other permits and approvals required by local, county, state and federal law.
- 6.5. If construction is paid with HUD funds, the Contractor shall appropriately bid, award the contract, and contract for construction of the project. The Contractor shall assume the rights and responsibilities of owners of the project, except that the County shall provide funds for the improvements generally described in this Contract.

- 6.6. If improvements are paid with HUD funds and in the event not all improvements can be made with the project funds, the County, in consultation with the Contractor, shall determine the priority of the improvements to be made.
- 6.7. The Contractor shall provide the County with one set of final record documents: the “As-Built” plans, which are stamped, certified, and signed.

7. DOCUMENTS INCORPORATED BY REFERENCE

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

- 7.1. Clark County Community Services General Terms and Conditions, as now established or hereafter amended
- 7.2. Contractor’s proposal for CDBG funds
- 7.3. Detailed budget provided by the Contractor in their application for HUD funding
- 7.4. CDBG Program Policies and Procedures, as now established or hereafter amended
- 7.5. Current version of HUD income limits
- 7.6. Environmental Review Record (ERR) for the project (if applicable)
- 7.7. U.S. Department of Housing and Urban Development Community Development Block Grants B-20-UC-53-0006 as now established or hereafter amended
- 7.8. All applicable federal administrative requirements including 2 C.F.R. Part 200 and 24 C.F.R. Part 570

8. ENVIRONMENTAL REVIEW

- 8.1. Clark County has completed (or will complete) an environmental review for the project in accordance with the National Environmental Policy Act (NEPA), as implemented by HUD’s Environmental Review Procedures (24 C.F.R. Part 58).

The Contractor shall ensure that all activities related to this Agreement (including those that are paid for entirely with local or other funds) including property acquisition, construction, and use of the property/facilities are conducted in accordance with the project scope, as defined in the Environmental Review Record (ERR), and in accordance with the conditions set out in the ERR.

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

- 8.3. In the event environmental mitigation measures are required by the environmental review process, the Contractor shall include the requirements within the construction contract between the Contractor and its selected general construction contractor.
- 8.4. All of the following environmental mitigation measures shall be completed before the construction contract is awarded or property is acquired.

There are no mitigation measures required based on environmental review completion.

9. FEES

Contractor shall not charge servicing, origination, or other fees for the cost of administering this program.

10. HUD SECTION 3 CLAUSE (required by 24 C.F.R. 135.38)

This section applies only if the total contract amount is \$200,000 or more.

- 10.1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u) (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 10.2. The Contractor shall comply with HUD's regulations in 24 C.F.R. Part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 10.3. The Contractor shall send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 10.4. The Contractor shall include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 10.5. The Contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- 10.6. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- 10.7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

11. INSURANCE

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following shall apply if this contract will be used to fund construction activities:

- 11.1. At the execution of this Contract, Contractor shall provide proof of statutory workers' compensation insurance for all its employees that is acceptable and in compliance with Labor and Industries Workers' Compensation Division in the State of Washington. The Contractor shall defend Clark County against any third party subrogation claims from Labor and Industries as if the injured Contractor employee belonged to Clark County, Washington.
- 11.2. The Contractor shall purchase, maintain, and provide evidence of fire and extended coverage insurance policies for all structures improved or constructed with funds under this Contract. The fire and extended coverage insurance policies shall be in the amount of 100% of the insurable value of the structure and improvements.
- 11.3. Contractor shall provide evidence of continuing coverage during the overlap periods of the policy and notify the County of any change in its insurance.
- 11.4. Should the Contractor provide an umbrella or excess coverage for any of the associated coverage(s), they shall be written in a "Follow Form" manner and Clark County Washington shall be listed and endorsed as an additional insured.
- 11.5. The Contractor shall purchase ALTA title insurance for any property purchase made under this agreement. Title insurance shall name the Contractor and the County, and shall be in an amount not less than the amount of HUD funds provided under this agreement.
- 11.6. The Contractor shall purchase an ALTA Extended Coverage 1970 form (with 1984 amendments) loan policy of title insurance in the amount of the loan. The policy shall name the County as beneficiary.
- 11.7. The Contractor shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance is obtained, maintained, and that evidence of flood insurance is provided to the County.

12. INTERPRETATION OF CONTRACT

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following terms shall apply.

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

- 12.1. Applicable federal statutes and regulations including the current version of HUD income limits and Fair Market Rent Limits

- 12.2. State statutes and regulations
- 12.3. Clark County CDBG Program Policies and Procedures
- 12.4. Statement of Work, including any exhibits
- 12.5. Special Terms and Conditions
- 12.6. Clark County Community Services General Terms and Conditions
- 12.7. Contractor's proposal for CDBG funds
- 12.8. Any other material incorporated herein by reference

13. LABOR STANDARDS

- 13.1 The Contractor shall require that project construction contractors and subcontractors pay their laborers and mechanics minimum wage rates in accordance with the Davis-Bacon Act (40 USC Sections 3141-3144, 3146, and 3147) and HUD requirements as pertinent to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 C.F.R. Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, of the requirements of 29 C.F.R. §5.5.
- 13.2. In addition to the federal wage rate requirements referenced in section 13.1.above, Washington state law (RCW 39.12) also contains standards for determining when a project is a public work for the purposes of state law and the payment of prevailing wage rates. By signing this Contract, the Contractor agrees to defend and hold the County harmless from any claims based on alleged failure to pay prevailing wages.
- 13.3. The Contractor shall be responsible for the payment of prevailing wages, if applicable, and will demonstrate its compliance by submitting the following documents to the County:
 - 13.3.1. A "Statement of Intent to Pay Prevailing Wage" at the start of the construction
 - 13.3.2. An "Affidavit of Wages Paid" at the end of construction with the final payment request. The County may withhold final payment on the project until such time as both documents have been received.

14. LEAD-BASED PAINT

Housing assisted with HUD funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856) and implementing regulations at 24 C.F.R. Part 35.

15. NONDISCRIMINATION

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following terms shall apply:

- 15.1. The Contractor shall comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, color, national origin, religion, disability, or familial status. These requirements are specified in Section 109 of

the Housing and Community Development Act of 1974 (42 USC Section 5309); Civil Rights Act of 1964, Title VII (42 USC Section 2000e); Civil Rights Act of 1968, Title VIII (Fair Housing Act) (42 USC Sections 3601 - 3639); Executive Order 11063 (Equal Opportunity in Housing); Executive Order 11246, as amended (Equal Employment Opportunity); Age Discrimination Act of 1975; Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity; and Section 3 of the Housing and Urban Development Act of 1968, and 24 C.F.R. 570.601.

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

15.3. The Contractor shall take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government (Civil Rights Act of 1968, Title VIII) (Fair Housing Act) (42 USC Sections 3601 - 3639). The Contractor’s website shall contain a link to the County’s Fair Housing information: <http://www.clark.wa.gov/commserv/fairhousing/index.html>.

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

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

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

15.7. The Contractor shall bar eviction and termination due to a tenant’s status as a survivor, and require landlords to maintain survivor-tenant confidentiality. The Contractor shall not deny assistance, tenancy, or occupancy rights to a tenant who is a survivor of domestic violence based solely on criminal activity related to an act of domestic violence committed against them. The Contractor shall allow a lease bifurcation so a tenant or lawful occupant who engages in criminal acts of physical violence against affiliated individuals or others may be evicted or removed without evicting, removing, or otherwise penalizing a victim who is a

tenant or lawful occupant. If the victim cannot establish eligibility, the landlord must give a reasonable amount of time to find new housing or establish eligibility under another covered housing program. This protection is for victims, affiliated individual, or intimate partner of sexual assault, domestic violence, dating violence, or stalking. Violence Against Women Reauthorization Act of 2013 (Public Law 113-4, 127 Stat. 54).

15.8. The Contractor shall provide each applicant, participant, and beneficiary of activities funded by the Contract with information to apprise such persons of the protections against discrimination covered by the above acts, executive orders, and regulations. Said information can be found in the HUD 928-1 notice which is available online and in Section 504 of the Rehabilitation Act of 1973.

16. OPERATIONS AND MAINTENANCE

16.1. The Contractor shall maintain and operate the project/facility for eligible activities pursuant to HUD regulations. In the event the Contractor fails to so maintain and operate the project, the County may, at its option, take possession of the project and operate and maintain it for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the subcontracting provisions of the Clark County Community Services General Terms and Conditions.

16.2. The Contractor shall operate such facilities so as to be open for the use of the general public during all normal hours of operation and shall not charge a fee that would restrict low-income persons from using the facility.

17. PROCUREMENT STANDARDS

17.1. This project has been recommended for funding by the Urban County Policy Board based on information supplied in the Contractor’s application submitted in response to the Clark County 2020 CDBG Program RFA.

17.2. In awarding contracts pursuant to this Contract, the Contractor shall comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor’s bonds, and retained percentages. In addition, the Contractor shall comply with the Uniform Administrative Requirements as described in 24 C.F.R. Part 570 and with Executive Order 11246 - Nondiscrimination in Employment by Government Contractors and Subcontractors.

17.3. If requested by the County, a cost or price analysis shall be made and documented in connection with every procurement action, and shall be submitted to the County for review. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices, and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.

17.4. Contractor shall follow all requirements of 2 C.F.R. Part 200, including Appendix II, and all requirements described in the Clark County Community Development Block Grant Program Procedures Manual.

17.5. Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes

energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18. PROGRAM INCOME

- 18.1. The Contractor shall follow the requirements of 24 C.F.R. 570.500 and 504 regarding program income. The receipt and expenditure of program income shall be recorded as a part of the financial transactions of the project(s) funded under this Contract. Program income shall be reported with each voucher request, disbursed first, and disbursed primarily for the benefit of the project(s) funded by this Contract. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Contract. Program income remaining when the Contract expires, or received after the Contract's expiration, shall be repaid to the County.
- 18.2. Despite the termination or expiration of this Contract, the Contractor shall retain records of program income as long as program income is generated by a HUD financed activity, subject to state and federal record retention schedules.

19. PUBLICITY

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following shall apply:

- 19.1. In all news releases and other public notices related to projects funded under this Agreement, the Contractor shall include information identifying the source of funds as the Clark County CDBG program.
- 19.2. During construction projects, the Contractor shall erect a durable and adequately visible sign at the construction site, identifying the source of funds. Sign specifications may be found in the Clark County Procedures Manual.
- 19.3. For construction projects, the Contractor shall place a plaque permanently in the highest foot traffic area readily visible to the public. The minimum size should be 12" by 12". The plaque should identify the funding sources, the project name, and the year constructed.

20. RECORDS RETENTION

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following shall apply:

- 20.1. In the event the Contractor sponsors multiple projects, each project shall be maintained under a separate file system and kept in a manner recommended by the County.
- 20.2. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.

21. REQUIRED RECORDS

The Contractor shall maintain all records identified below and in accordance with 24 C.F.R. 570.

- 21.1. Financial Management - Such records shall identify adequately the source and application of funds for activities within this Contract, in accordance with the provisions of 24 C.F.R. 85.20. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

- 21.2. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- 21.3. Equal Opportunity - The Contractor shall maintain and provide records containing the following information for each applicant and each assisted person. This is to show the extent people have participated in, or benefited from, the activities carried out under this Contract.
- 21.3.1. Name of the household or person assisted;
- 21.3.2. Income category (i.e. very low-income (0-30% of MFI), low-income (31 to 50% of MFI), or low/mod-income (50 to 80% of MFI));
- 21.3.3. Racial/ethnic data (White, Black/African American, Asian, American Indian/Alaskan Native, Native Hawaiian/Other Pacific Islander, American Indian/Alaskan Native & White, Asian & White, Black/African American & White, American Indian/Alaskan Native & Black/African American, Other/multi-racial);
- 21.3.4. The above racial/ethnic categories shall also document Hispanic or non-Hispanic;
- 21.3.5. Gender data;
- 21.3.6. Female head of household; and
- 21.3.7. Disability
- 21.4. The Contractor shall also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize businesses that are located in or owned in substantial part by persons residing in the area of the project.
- 21.5. Unless waived by the County in writing, the Contractor shall provide the County a copy of its latest Equal Employment Opportunity Commission, State and Local Government Information (EEO-4), EEOC Form 164.
- 21.6. Compensation Paid - Records of the hours worked and rates of compensation for all personnel performing work under this Contract.
- 21.7. Property Acquisition - If the project involves property acquisition, the Contractor's files must contain the following records:
- 21.7.1. Official Determination to Acquire - A citation of the action that constitutes the official determination to acquire, the date of the action, and the applicable HUD grant number.
- 21.7.2. Notice of Intent to Acquire the Property - A copy of the notice, citation of the date of transmittal to owner, and evidence of receipt by the owner.
- 21.7.3. Invitation to Accompany Appraiser - Evidence that owner was invited to accompany each appraiser on his inspection of the property.
- 21.7.4. Appraisal Reports - A copy of each appraisal report, on which determination of just compensation was based.
- 21.7.5. Review Appraisal - Arrange for a review appraisal to assure appraisal meets applicable standards.

- 21.7.6. Determination of Just Compensation - A copy of the resolution, certification, motion or other document constituting the determination of just compensation.
 - 21.7.7. Purchase Offer - A copy of written purchase offer of just compensation, including all basic terms and conditions of such offer, and a citation of the date of delivery to the owner.
 - 21.7.8. Purchase Agreement, Deed, Declaration of Taking, Tenant Waivers - A copy of each such document and any similar or related document utilized in conveyance.
 - 21.7.9. Settlement Cost Reporting Statement - A copy of the statement.
 - 21.7.10. Purchase Price Receipt - Evidence of owner receipt of purchase price payment.
 - 21.7.11. Ninety Day Notice to Surrender Possession of Premises - A copy of the notice. As an alternative, a copy of this notice may be included in the relocation or property management files.
 - 21.7.12. As provided in 24 C.F.R. 570.606, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and HUD's implementing regulations in 24 C.F.R. 42 apply to all real property acquisition by a grantee for an assisted program activity, regardless of the source of funding for the acquisition itself.
- 21.8. Miscellaneous - Such other records as may be required by the County and/or HUD.

22. REVERSION OF ASSETS

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

- 22.1. Used to meet one of the national objectives in 24 C.F.R. 570, until five years after expiration of the Contract, or for a longer period of time as determined appropriate by the County; or
- 22.2. Disposed of in a manner which results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

23. TERMINATION

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

cause any time by providing no fewer than ten (10) calendar day's written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

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

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

FOR COUNTY USE ONLY

**CONTRACT #2020-CDBG-2002
CITY OF CAMAS**

NW 12th Ave Improvements

Description	Payment Type	Amount	Spend Category	Grant	Cost Center	Fund	BASUB	Program	Activity
Construction and Permit Fees	Cost Reimbursement	\$ 255,000	S0263	Reprog – TBD*	CC203	1939	B5593000	PG0088	A031464
TOTAL		\$ 255,000							

** Subject to change for available grant funds and if program income needs to be used first*



Staff Report

January 4, 2021 Regular Meeting

Public Hearing for Draft Rezone Agreement Modification
Presenter: Robert Maul, Planning Manager

Phone	Email
360.817.1234	name@cityofcamas.us

BACKGROUND: The owner of parcel numbers 986028-434 and 986028-435 is seeking a modification to an existing concomitant rezone agreement that was entered into with the City of Camas back in April of 2010.

SUMMARY: The site in question consists of two tax parcels located in the Grass Valley area of Camas at the northwest corner of NW 38th Avenue and NW Parker Road (See Figure 1). The site is undeveloped and carries a comprehensive plan designation of Industrial with a zoning designation of Light Industrial (LI). The total acreage is approximately 47 acres and includes some wetlands on site. The applicant lists that roughly 9 acres is usable. Access to the property is via a private road just south of the Fire Station off of Parker Road. The property is largely covered in trees, grasses and other vegetation. No development proposal is before the city at this time.

The applicant and current owner, David Lugliani, is seeking a modification to an existing recorded Concomitant Rezone Agreement that is between the owners of the property and the City of Camas. The original agreement was recorded back on April 30th, 2010. The zoning of the subject parcels at the time was Light Industrial/Business Park (LI/BP). The original intent behind the rezone agreement was to have allowed uses from the Light Industrial (LI) Zone apply to the subject property to allow for some flexibility. As it was recorded the agreement listed restricted uses, rather than the whole list of uses which has led to some degree of interpretation. As such, the applicant is seeking clarity by proposing to add the entire list of uses for the LI zone to the agreement. The one exception is to strike out mini storage as an allowed use. The proposed modification to the agreement does not apply to the Camas Self Storage site, which was subject to the original agreement.

Staff has reviewed the proposed changes to the modified agreement. Legal has also reviewed and approved as to form. The listed use table in the modified agreement is consistent with the current Camas Municipal Code table of uses with the exception of mini storage being stricken as a use in the proposal.



Figure 1: Current Location Map.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? Staff is seeking direction from Council to return with a final version for action.

What's the data? What does the data tell us? Staff referred to the existing agreement, Camas Municipal Code, and GIS mapping data. The proposed changes would be consistent with adopted policies and codes in Camas.

How have communities been engaged? Are there opportunities to expand engagement? This is a site specific request that does not have a direct impact of neighboring property owners. Once any formal development application is submitted then the established public process associated with land development will allow for formal engagement.

Who will benefit from or be burdened by this agenda item? The owner of the property in question will have more certainty in what allowed uses are permitted on site for future development.

What are the strategies to mitigate any unintended consequences? The City Council does have the ability to modify or terminate the agreement as listed in the recitals within the current and proposed agreement.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibility for people with disabilities? Adopted city codes and policies require full compliance with ADA accessibility when site development is proposed.

What potential hurdles exists in implementing this proposal (include both operational and political)? Having clear, and consistent development standards help alleviate potential for implementing without having to use interpretation and assumption.

How will you ensure accountability, communicate, and evaluate results? The use and adherence to adopted city policies for development activities helps provide consistency and accountability.

BUDGET IMPACT: There is no direct impact to the City's budget with the proposed amendments to the rezone amendment. Long term budget implications include, but are not limited to, revenues from future application fees, tax revenue increases from developed property value increases and other permit related impact fees and system development charges. Long term budget impacts to city services and expenditures include, but are not limited to, public works maintenance, emergency service calls, and other services provided by the city staff once the property is developed.

RECOMMENDATION: Staff recommends that Council conduct a public hearing, take testimony and render a decision. If approved, Council should direct the City Attorney to return with an adoptive ordinance at the following Council meeting.

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

LeAnne M. Bremer
Miller Nash Graham & Dunn, LLP
500 Broadway, Suite 400
P.O. Box 694
Vancouver, Washington 98666

Grantor : Daniel P. MacKay and William A. Mackay, as Co-Trustees of the Donald G. MacKay Remainder Trust; Kates Heath, LLC

Grantee : City of Camas, Washington

Abbreviated Legal : SE ¼ Section 32 and SW ¼ of Section 33, T2N, R3E

Assessor's Tax Parcel Nos.: 986028-434; 986028-435

Prior Excise Tax No. : NA

Other Reference No. : AFN 4661127

AMENDMENT TO COVENANT REZONE AGREEMENT

THIS AMENDMENT TO COVENANT REZONE AGREEMENT is made this ____ day of _____, 2020, by Daniel P. MacKay and William A. Mackay, as Co-Trustees of the Donald G. MacKay Remainder Trust, and Kates Heath, LLC, as owners (“Owners”) and the City of Camas, Washington.

RECITALS:

- A. Owners, and their predecessors, recorded the Covenant Rezone Agreement on April 30, 2010, under Clark County Auditor’s File No. 4661127 (“Rezone Agreement”) applicable to the property legally described in **Exhibit A**, attached and incorporated by reference (“Property”).
- B. The Rezone Agreement implements the conditions contained in Ordinance No. 2529.
- C. One of the conditions of Ordinance No. 2529 limits the uses on the Property, which is in the LI zone.

D. Section 2.A. of the Rezone Agreement lists some Permitted and Not Permitted Uses applicable to the Property, but it is unclear if other uses permitted in the LI zone are allowed on the Property.

E. The Owners, or their predecessors, executed the Rezone Agreement nearly 10 years ago, and it applied to approximately 52 acres. Since then, a 4.75-acre parcel has approval for a storage facility, and the remaining approximate 47 acres contains 9 usable acres after taking into account land set aside for mitigation and critical areas.

F. By this Amendment the Rezone Agreement shall be clarified to prohibit additional mini or vehicular storage facilities.

G. Section 4 of the Rezone Agreement allows it to be modified by action of the City of Camas.

H. The parties desire to amend the Rezone Agreement to clarify the Permitted and Not Permitted Uses on the Property.

NOW, THEREFORE, Owners agree as follows:

1. Clarification of Permitted and Not Permitted Uses. The Permitted and Conditionally Permitted Uses are all of those uses allowed in the current LI zone listed in Table 18.07.030 of the Camas Municipal Code set forth in **Exhibit B**, attached and incorporated into the Rezone Agreement and this Amendment by reference except mini-storage/vehicular storage (which exception does not include the previously approved project on Tax Parcel No. 125195-000). The table in **Exhibit B** fully replaces the table in Section 2.A. of the Rezone Agreement except that any Permitted or Conditional Use in the table in Section 2.A will continue to be a Permitted Use or Conditional Use applicable to the Property, even if prohibited in the table in **Exhibit B**.
2. Ordinance No. 2529. The City of Camas agrees to take all necessary steps to amend Ordinance No. 2529, if necessary, to be consistent with this Amendment.
3. Binding. This Covenant shall remain in full force and effect until amended, modified or terminated by the action of the City of Camas in zoning proceedings appropriate for that purpose. Nothing in this Covenant shall be construed as limiting in any way the authority of the City of Camas, or its governmental successors, from approving amendments or modifications to this Covenant. It is expressly provided that this Covenant may be amended, modified or terminated with the approval of the City of Camas, or its governmental successors, and under no circumstances shall any approval by any other person or entity be required in order for the Owners to seek amendment, modification or termination of this Covenant in whole or in part.
4. Amendatory. Except as otherwise amended by this Amendment, the Rezone Agreement remains in full force and effect.

Daniel P. MacKay and William A. Mackay, as Co-Trustees of the Donald G. MacKay Remainder Trust

By: Daniel P. MacKay
Title: Trustee
Date: _____

By: William A. MacKay
Title: Trustee
Date: _____

State of Washington)
)
County of Clark) ss.

On this ___ day of _____, 2020, before me personally appeared Daniel P. Mackay, to me known to be the Trustee of the Donald G. MacKay Remainder Trust that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated: _____, 2020.

Notary Public for _____

(Printed or Stamped Name of Notary)
Residing at _____
My appointment expires: _____

State of Washington)
)
County of Clark) ss.

On this ___ day of _____, 2020, before me personally appeared Daniel P. Mackay, to me known to be the Trustee of the William P. MacKay Remainder Trust that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated: _____, 2020.

Notary Public for _____

(Printed or Stamped Name of Notary)

Residing at _____

My appointment expires: _____

DRAFT

Kates Heath, LLC:

By: _____
Title: _____
Date: _____

State of Washington)
)
County of Clark) ss.

On this ___ day of _____, 2020, before me personally appeared David Lugliani, to me known to be the Manager of Kates Heath, LLC that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated: _____, 2020.

Notary Public for _____

(Printed or Stamped Name of Notary)
Residing at _____
My appointment expires: _____

City of Camas, Washington:

By: _____
Title: _____
Date: _____

State of Washington)
)
County of Clark) ss.

On this ___ day of _____, 2020, before me personally appeared _____, to me known to be the _____ of the City of Camas, Washington that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated: _____, 2020.

Notary Public for _____

(Printed or Stamped Name of Notary)
Residing at _____
My appointment expires: _____

Exhibit A to Amendment
Legal Description of Property

DRAFT

Exhibit B to Amendment
 Permitted and Conditionally Permitted Uses
 Table 18.07.030

18.07.030 - Table 1—Commercial and industrial land uses.

KEY: P = Permitted Use
 C = Conditional Use
 X = Prohibited Use
 T = Temporary Use

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Commercial Uses									
Animal kennel, commercial boarding ⁶	X	X	X	P ¹¹	X	P ₁₁	X	P ₁₁	P ₁₁
Animal shelter ⁶	X	X	X	C	X	C	X	C	P
Antique shop ⁶	P	P	P	P	P	C	X	X	P
Appliance sales and service ⁶	X	P	P	P	P	P	X	C	P
Automobile repair (garage) ⁶	X	P	C	P	X	P	X	P	P
Automobile sales, new or used ⁶	X	P	X	P	X	P	X	P	P
Automobile service station ⁶	X	P	C	P	X	P	X	P	P
Automobile wrecking ⁶	X	X	X	X	X	X	X	X	C
Bakery (wholesale) ⁶	X	X	X	P	X	P	P ⁵	P	P
Bakery (retail) ⁶	P	P	P	P	P	P	P ⁵	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Banks, savings and loan	X	P	P	P	P	P	P ⁵	P	P
Barber and beauty shops ⁶	P	P	P	P	P	P	P ⁵	P	P
Boat building ⁶	X	X	X	C	X	C	X	C	P
Boat repair and sales ⁶	X	P	X	P	X	P	X	P	P
Book store ⁶	C	P	P	P	P	P	P ⁵	P	P
Bowling alley/billiards ⁶	X	P	X	P	P	P	X	P	P
Building, hardware and garden supply store ⁶	X	P	C	P	P	P	X	P	P
Bus station ⁶	X	C	C	P	C	P	X	P	P
Cabinet and carpentry shop ⁶	X	P	C	P	C	P	P ⁵	P	P
Candy; confectionery store ⁶	P	P	P	P	P	P	P ⁵	P	P
Cemetery ⁶	X	X	X	C	X	X	X	C	P
Clothing store ⁶	C	P	P	P	P	P	X	P	P
Coffee shop, cafe ⁶ or kiosk	P	P	P	P	P	P	P ⁵	P	P
Convention center ⁶	X	P	X	C	C	P	P	C	X
Day care center ⁶	C	P	P	C	P	C	P ⁵	C	C
Day care, adult	P	P	P	P	P	P	P	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Day care, family home ⁶	P	P	P	P	P	X	P ⁵	P	X
Day care, mini-center ⁶	P	P	P	P	P	P	P ⁵	P	X
Delicatessen (deli) ⁶	P	P	P	P	P	P	P ⁵	P	P
Department store ⁶	X	P	C	P	P	P	X	P	X
Electric vehicle battery charging station and rapid charging stations	P	P	P	P	P	P	P	P	P
Equipment rental ⁶	C	P	C	C	C	P	P ⁵	P	P
Event center	X	P	C	P	C	P	P	P	P
Feed store ⁶	X	X	X	P	X	C	X	P	P
Fitness center/sports club ⁶	X	P	P	P	P	P	P ⁵	P	P
Florist shop ⁶	P	P	P	P	P	P	P ⁵	P	X
Food cart/food truck/ food delivery business ⁶	C	P	C	P	C	P	C	P	X
Furniture repair; upholstery ⁶	X	P	C	P	P	P	X	P	P
Furniture store ⁶	X	P	C	P	P	P	X	P	X
Funeral home ⁶	X	P	C	P	P	X	X	X	X
Gas/fuel station ⁶	X	P	C	P	X	P	X	P	P
Gas/fuel station with mini market ⁶	X	P	C	P	X	P	X	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Grocery, large scale ⁶	X	P	C	P	P	C ⁸	X	P	P
Grocery, small scale ⁶	P	P	C	P	P	P	X	P	P
Grocery, neighborhood scale ⁶	P	P	P	P	P	P	P ⁵	P	X
Hospital, emergency care ⁶	X	C	P	P	P	P	X	P	X
Hotel, motel ⁶	X	C	C	P	P	P	X	P	X
Household appliance repair ⁶	X	P	C	P	P	P	X	P	P
Industrial supplies store ⁶	X	P	X	C	C	C	X	C	P
Laundry/dry cleaning (industrial)	X	X	X	P	X	X	X	P	P
Laundry/dry cleaning (retail) ⁶	P	P	P	P	P	P	P ⁵	P	P
Laundry (self-serve)	P	P	P	P	P	P	X	P	P
Liquor store ⁶	X	P	C	P	C	C	X	C	C
Machine shop ⁶	X	X	C	C	C	C	P ⁵	C	P
Marijuana processor	X	X	X	X	X	X	X	X	X
Marijuana producer	X	X	X	X	X	X	X	X	X
Marijuana retailer	X	X	X	X	X	X	X	X	X
Medical or dental clinics (outpatient) ⁶	C	P	P	P	P	P	P ⁵	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Mini-storage/vehicular storage ⁶	X	X	X	X	X	X	X	P	P
Manufactured home sales lot ⁶	X	X	X	P	X	X	X	P	P
Newspaper printing plant ⁶	X	P	C	C	X	X	X	P	P
Nursery, plant ⁶	X	P	C	C	C	C	X	C	P
Nursing, rest, convalescent, retirement home ⁶	C	P	P	P	P	X	X	X	X
Office supply store ⁶	X	P	P	P	P	X	P ⁵	P	P
Pawnshop ⁶	X	X	X	X	X	X	X	C	C
Parcel freight depots ⁶	X	P	X	P	X	P	P ⁵	P	P
Pet shops ⁶	X	P	P	P	P	P	X	P	C
Pharmacy ⁶	X	P	P	P	P	P	P ⁵	P	P
Photographic/electronics store ⁶	X	P	P	P	P	P	P ⁵	P	P
Plumbing, or mechanical service ⁶	X	X	X	P	C	P	X	P	P
Printing, binding, blue printing ⁶	C	P	P	P	P	P	P ⁵	P	P
Professional office(s) ⁶	C	P	P	P	P	P	P	P	P
Public agency ⁶	C	P	P	P	P	P	P	P	P
Real estate office ⁶	C	P	P	P	P	P	T	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Recycling center ⁶	X	X	X	X	X	X	X	P	P
Recycling collection point ⁶	T or C	P	T or C	T or C	C	C	P ⁵	P	P
Recycling plant ⁶	X	X	X	X	X	X	X	C	P
Research facility ⁶	X	P	C	C	X	P	P	P	P
Restaurant ⁶	C	P	P	P	C	P	P ⁵	P	P
Restaurant, fast food ⁶	X	P	C	P	C	P	P ⁵	P	P
Roadside produce stand ⁶	T	T	T	T	C	X	T	T	T
Sand, soil, gravel sales and storage ⁶	X	X	X	X	X	X	X	C	P
Second-hand/consignment store ⁶	C	P	P	P	P	P	X	P	P
Sexually oriented business ^{1,5}	X	X	X	X	X	X	P	X	X
Shoe repair and sales ⁶	P	P	P	P	P	P	X	P	P
Smoke shop/head shop ⁹	X	X	P	P	X	X	X	X	X
Stock broker, brokerage firm	P	P	P	P	P	P	P	P	P
Specialty goods production (e.g. brew pub)	P	P	P	P	P	P	P	P	P
Taverns ⁶	X	P	C	P	C	P	X	P	P
Theater, except drive-in ⁶	X	P	C	P	P	P	X	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Truck terminals ⁶	X	C	X	C	X	X	X	C	P
Veterinary clinic ⁶	X	P	C	P	P	P	X	P	P
Warehousing, wholesale and trade ⁶	X	X	X	C	C	P	P ⁵	P	P
Warehousing, bulk retail ⁶	X	X	X	C	C	X	X	P	P
Manufacturing and/or processing of the following:									
Cotton, wool, other fibrous material	X	X	X	X	X	P	X	P	P
Food production or treatment	X	X	X	C	C	P	X	P	C
Foundry	X	X	X	X	X	X	X	C	C
Furniture manufacturing	X	P	X	X	C	C	X	P	P
Gas, all kinds (natural, liquefied)	X	X	X	X	X	X	X	X	C
Gravel pits/rock quarries	X	X	X	X	X	X	X	C	P
Hazardous waste treatment—Off-site	X	X	X	X	X	X	X	X	P
Hazardous waste treatment—On-site	X	X	X	X	X	X	X	X	P
Junkyard/wrecking yard	X	X	X	X	X	X	X	X	C
Metal fabrication and assembly	X	X	X	X	X	C	X	X	P
Hazardous waste treatment—On-site	X	X	X	X	X	X	X	X	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Paper, pulp or related products	X	X	X	X	X	X	X	X	P
Signs or other advertising structures	X	X	X	C	C	C	P	C	P
Electronic equipment	X	P	X	X	X	X	P	P	P
Industrial Uses									
High-tech industry	X	P	X	X	P	P	P ²	X	X
Manufacturing of miscellaneous goods (e.g. musical instruments, toys, vehicle parts)	X	X	X	X	C	X	X	P	P
Optical goods	X	C	C	C	C	P	P ⁵	P	P
Packaging of prepared materials	X	X	C	P	C	C	P ⁵	C	P
Scientific and precision instruments	X	P	X	X	X	P	P	P	P
Recreational, Religious, Cultural Uses									
Auditorium ⁶	C	P	P	P	P	P	X	P	P
Community club ⁶	C	P	P	P	P	P	X	P	P
Church ⁶	P	P	P	P	P	P	X	P	P
Golf course/driving range ⁶	P	X	P	P	X	P	P ⁵	P	P
Library ⁶	C	P	P	P	P	P	X	P	P
Museum ⁶	C	P	P	P	P	P	X	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Recreational vehicle park ⁶	X	X	X	C	X	X	X	P	P
Open space ⁶	P	P	P	P	P	P	P	P	P
Park or playground	P	P	P	P	P	P	P	P	P
Sports fields ⁶	C	X	P	P	P	P	X	P	P
Trails	P	P	P	P	P	P	P	P	P
Educational Uses									
College/university ⁶	P	P	P	P	P	P	X	P	P
Elementary school ⁶	P	P	P	P	P	P	X	P	P
Junior or senior high school ⁶	P	P	P	P	P	P	X	P	P
Private, public or parochial school ⁶	P	P	P	P	P	P	X	P	P
Trade, technical or business college ⁶	P	P	P	P	P	P	P	P	P
Residential Uses									
Adult family home	C	P	P	X	P	X	X	X	X
Assisted living	C	P	P	X/P 10	P	X	X	X	X
Bed and breakfast	P	P	P	X	P	X	X	X	X
Designated manufactured home	X	X	X	X	P	X	X	X	X

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Duplex or two-family dwelling	X	C/P ₇	X	X	P	X	X	X	X
Group home	C	P	P	X	P	X	X	X	X
Home occupation	P	P	P	X/P ₁₀	P	X	X	X	X
Housing for the disabled	P	P	P	X/P ₁₀	P	X	X	X	X
Apartment, multifamily development, row houses	X	C/P ₇	X/P ₁₀	X/P ₁₀	C	X	X	X	X
Residence accessory to and connected with a business	P	P	P	X/P ₁₀	P	X	X	X	X
Single-family dwelling	X	X	X	X	P	X	X	X	X
Communication, Utilities and Facilities									
Electrical vehicle infrastructure	P	P	P	P	P	P	P	P	P
Wireless communications facility	Refer to Chapter 18.35								
Facilities, minor public	P	P	P	P	C	P	P	C	P
Facility, essential ⁶	X	X	C	C	C	C	P	C	C
Railroad tracks and facilities ⁶	C	X	C	C	C	X	X	C	C
Temporary Uses									

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Temporary sales office for a development ⁴	T	T	T	T	T	T	T	T	T

Notes:

1. See CMC Chapter 5.36 Sexually Oriented Businesses for additional regulations for siting sexually oriented business facilities.
2. Similar uses are permitted in the zone district only at the discretion of the community development director or designee.
3. Reserved.
4. See CMC Chapter 18.47 "Temporary Uses" for additional regulations.
5. See secondary use provisions of LI/BP zone.
6. See CMC Chapter 18.19 "Design Review" for additional regulations. CMC Chapter 18.19 is not applicable to development in the LI/BP zone.
7. Residential uses may be outright permitted if part of a mixed use building, where residential use is not located on the ground level; otherwise it shall be a conditional use.
8. If grocery store is less than one hundred thousand square feet then use is outright permitted. If one hundred thousand square feet or over then a conditional use permit is required.
9. A. Must be sited a minimum one thousand feet of the perimeter of the grounds of any elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, or library, or game arcade to which is not restricted to persons twenty-one years or older as defined in WAC 314-55-010 on June 20, 2015;
 - B. The business shall post clear signage in a conspicuous location near each public entrance stating no person under the age of twenty-one may enter the premises; and
 - C. No smoke shop/head shop subject to this note shall be located within five miles of an existing lawfully established smoke shop/head shop. All measurements under (A) and (C) shall be measured from the nearest property line of the property on which the use is proposed to the nearest property line of an existing business utilizing Clark County GIS.

10. On tracts ten acres or more, subject to approval by city council of a master plan and development agreement, a mixed use development may be approved provided no less than fifty-one percent of the net developable acreage is committed to commercial uses.

11. Conditional use permit is required if facilities for kennels are proposed outdoors.

DRAFT

PROCLAMATION OF CIVIL EMERGENCY

CITY OF CAMAS, WASHINGTON

Whereas, Camas Municipal Code Section 2.48.020 provides that in the event an emergency occurs which causes or is tending to cause danger or injury to persons or damage to property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare then the Mayor may proclaim a civil emergency to exist; and

Whereas, in the interest of public safety and welfare, Washington state law under Chapter 38.52 RCW sets forth certain powers exercisable by municipalities in the event of emergencies; and

Whereas, Camas Municipal Code Chapter 8.56 sets forth additional procedures and powers related to Emergency Management; and

Whereas, on February 29, 2020, Governor Jay Inslee declared a state of emergency due to the public health emergency posed by the coronavirus 2019 (hereafter COVID-19); and

Whereas, on March 13, 2020, the Clark County Council announced a state of emergency resolution for Clark County regarding COVID-19. Similar emergency declarations have been issued in Washington, Multnomah, and Clackamas counties in the Portland metropolitan area; and

Whereas, on March 13, 2020, Governor Inslee ordered all K-12 public and private schools in Washington State to close by no later than March 17, 2020 and remained closed through April 24, 2020, further ordering on March 16, 2020 a statewide emergency proclamation to temporarily shut down restaurants, bars and entertainment and recreational facilities and ban all gatherings with over 50 participants, with all gatherings under 50 participants to be prohibited unless previously announced criteria for public health and social distancing are met; and

Whereas, on March 13, 2020, President Donald Trump declared a national emergency in the United States of America related to the COVID-19 outbreak; and

Whereas, as of March 14, 2020, the Washington State Department of Health reported a total of 642 confirmed cases of COVID-19 with 40 resulting deaths. As of March 14, 2020, at least 3 confirmed cases of COVID-19 have been reported in Clark County; and

Whereas, as reported by the Washington State Department of Health:

Public health experts agree that the true number of people who have been infected with COVID-19 in Washington greatly exceeds the number of COVID-19 infections that have been laboratory-confirmed. It is very difficult to know exactly how many people in Washington have been infected to date since most people with COVID-19 experience mild illness and the ability to get tested is still not widely available; and

Whereas, as Mayor of the City of Camas I have determined that it is necessary to proclaim the existence of a civil emergency and to take such actions as may be required to effectively utilize city resources in the protection of the public health, safety and welfare;

NOW, THEREFORE I, Barry McDonnell, Mayor of the City of Camas, Proclaim as follows:

1. I declare there is a civil emergency caused by COVID-19 in the City of Camas.
2. The civil emergency requires the implementation of those powers delineated in Chapter 2.48 and 8.56 of the Camas Municipal Code and Chapter 38.52 RCW.
3. To the extent of such powers as granted by law, the City may enter into contracts and incur obligations, and take any other appropriate action necessary to address and respond to the emergency to protect the health and safety of persons and properties and to provide emergency assistance to persons affected by this emergency.
4. These powers will be exercised in light of the exigencies of the situation without regard to the formalities prescribed by State statutes and rules, or by City ordinance (except for mandatory constitutional requirements). These include but are not limited to budget law limitations, requirements for competitive bidding, publication of notices related to the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and equipment, and the appropriation and expenditure of funds.
5. I delegate to the Department heads and their designees the authority to solicit quotes and estimates for contracts necessary to combat the emergency. Department heads may enter into contracts in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). Contracts over this amount will be signed by the Mayor.
6. Department heads are further authorized to reassign staff from their ordinary duties to work deemed necessary to address the emergency outside their normal job duties and to require work beyond normal working hours in the performance of duties deemed necessary to respond to the emergency.
7. Pursuant to Camas Municipal Code sections 2.48.020 and 8.56.080 a copy of this Proclamation shall be filed with the City Clerk, a copy delivered to the Director of Emergency Management, State Emergency Management, and the Governor and the news media within the City shall be advised, with copies of this Proclamation posted at public places as may heretofore be designated.
8. This Proclamation will take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code Section 2.48.040.

DATED AND SIGNED THIS 18th DAY OF MARCH, 2020.

City of Camas



Mayor Barry McDonnell

SUPPLEMENT TO PROCLAMATION OF CIVIL EMERGENCY
ISSUED MARCH 18, 2020
CITY OF CAMAS, WASHINGTON

The recitals as set forth in the Proclamation of Civil Emergency, City of Camas, Washington issued March 18, 2020 are hereby adopted by reference.

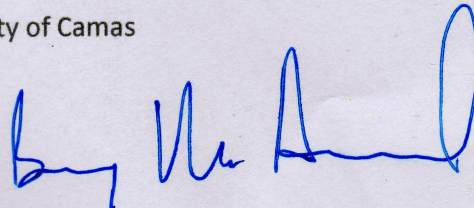
For and as supplement to said Proclamation, as Mayor of the City of Camas, do Proclaim as follows:

1. The City hereby implements a moratorium on the hiring of new employees with exceptions to be granted on a case-by-case basis by the Mayor.
2. City employee accrual of overtime shall be limited to emergency and unavoidable circumstances.
3. The City hereby implements a moratorium on the hiring of any seasonal staff with exceptions to be granted by the Mayor.
4. No employee or elected official business travel, conference attendance, or training shall be occur except as required by law, with limited exceptions as may be otherwise approved in advance.
5. All City departments shall maintain their ongoing strict adherence to established budgets.
6. City capital projects deemed non-essential will be placed on hold.

This Supplement to Proclamation of Civil Emergency shall take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code 2.48.040.

DATED AND SIGNED THIS 15TH DAY OF APRIL, 2020

City of Camas



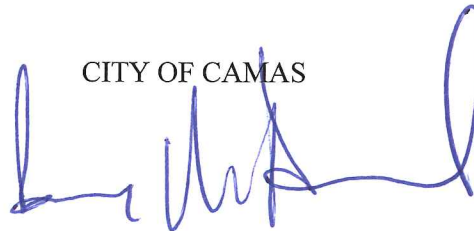
Mayor Barry McDonnell

FIRST AMENDMENT TO PROCLAMATION OF CIVIL EMERGENCY

Pursuant to Camas Municipal Code Section 2.48.040, the Supplement to Proclamation of Civil Emergency issued April 15, 2020 is amended to strike section 6 thereof.

DATED AND SIGNED THIS 16TH DAY OF JUNE, 2020.

CITY OF CAMAS



Mayor Barry McDonnell