



City Council Workshop Agenda
Monday, December 18, 2023, 4:30 PM
Council Chambers, 616 NE 4th AVE

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 so reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1)

To observe the meeting (no public comment ability)

- go to www.cityofcamas.us/meetings and click "Watch Livestream" (left on page)

To participate in the meeting (able to public comment)

- go to <https://us06web.zoom.us/j/83893779103> (public comments may be submitted to publiccomments@cityofcamas.us)

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

WORKSHOP TOPICS

1. [Downtown Camas Association \(DCA\) Report to Council](#)
[Presenter: Carrie Schulstad and Sarah Laughlin](#)
[Time Estimate: 20 minutes](#)
2. [Northwest 38th Avenue Wetland Mitigation Professional Services Agreement Amendments](#)
[Presenter: James Carothers, Engineering Manager](#)
[Time Estimate: 5 minutes](#)
3. [Introduction of Clark County Ordinance 2023-11-02 Camping and Outside Habitation](#)
[Presenter: Doug Quinn, City Administrator](#)
[Time Estimate: 20 minutes](#)
4. [State Requirements for Middle Housing and Accessory Dwelling Units](#)
[Presenter: Alan Peters, Community Development Director and Madeline Sutherland, Planner](#)
[Time Estimate: 30 minutes](#)
5. Staff Miscellaneous Updates
Presenter: Doug Quinn, City Administrator
Time Estimate: 10 minutes

COUNCIL COMMENTS AND REPORTS

PUBLIC COMMENTS

CLOSE OF MEETING



Downtown Camas Association Report to Council

December 18, 2023

Outreach

- Downtown Subarea Plan, Our Downtown Camas 2045
- B&O funding this year, \$160,000
- Volunteers, 235 unique, 2900+ hours, value \$109,000
- Great American Main Street Semifinalists!



Promotion & Events

- New events
- Event results
- Event revenue



Economic Vitality

- Vacancy rate
- New businesses
- Business Success
- Private Investment in downtown buildings
- Safety



Design

- Cedar Street Mural
 - \$5,800 investment
- Façade Improvement Grant Program
 - 7 grants given, total of \$29,520 that spurred \$92,825 in investment
- Benches, total of 17 adopted so far, 3 more to go; Value of \$51,000 so far
- Lighting Pilot Project on Cedar Street, \$15,000 investment





Thank you!
We Value Our Partnership!



Staff Report

December 18, 2023 Council Workshop Meeting

NW 38th Avenue Wetland Mitigation Professional Services Agreements Amendments
Presenter: James Carothers, Engineering Manager
Time Estimate: 5 minutes

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

BACKGROUND: Road improvement projects that impact wetlands and/or streams, directly or indirectly, require permits issued by the US Army Corps of Engineers (Corps). Corps permits are typically for a 10-year period. These permits include requirements for maintenance and monitoring. The NW 38th Avenue Road Improvements for Phases 1 and 2 (from the Camas city limits east to NW Parker Street) were constructed in 2014 and 2015 respectively. Ecological Land Services (ELS) is the consultant that prepared the final wetland mitigation and monitoring reports for both projects. ELS conducts the yearly maintenance activities and prepares the required monitoring reports for submittal to the Corps.

SUMMARY: There are two separate Professional Services Agreements (PSAs) that need to be amended. The current ELS contracts for Phase 1 (monitoring year 9 of 10) and Phase 2 (monitoring year 8 of 10) expire on December 31, 2023. For this reason, staff has placed these amendments on the December 18, 2023 Council Consent Agenda.

- Phase 1 PSA Amendment 3 covers the required year 10 (2024) maintenance, site visits with agencies, and final monitoring report.
 - Amendment 3 has a not to exceed amount of \$21,000.00.
- Phase 2 PSA Amendment 4 covers the required year 9 (2024) maintenance, plantings, site visits with agencies, and monitoring.
 - Amendment 4 has a not to exceed amount of \$49,450.00.

BENEFITS TO THE COMMUNITY: The NW 38th Avenue Road Improvement Projects, Phases 1 and 2, provided a contiguous vehicular and pedestrian connection from NE 192nd Avenue to NW Parker Street.

POTENTIAL CHALLENGES: Corps permits stipulate a level of success for survival of required plantings and eradication of invasive plant species. Failure to meet the requirements may result in additional plantings and extension of monitoring in excess of the original 10 years.

BUDGET IMPACT: These wetland mitigation projects are paid for out of the Stormwater Fund.

RECOMMENDATION: Staff recommends these items be placed on the December 18, 2023, Consent Agenda for Council's consideration.

Figure: Wetland Plantings Along NW 38th Avenue





NW 38th Ave. - Phase 1 Wetland Mitigation Site

Item 2.



Legend

Taxlots

Notes:

752.3 0 376.17 752.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.



**CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 3**

616 NE 4th Avenue
Camas, WA 98607

Project No. SS-545E

NW 38th Avenue - Phase 1

THIS AMENDMENT (“Amendment”) to Professional Services Agreement is made as of the 4 day of December, 2023, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Ecological Land Services (ELS)** hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the “Parties.”

The Parties entered into an Original Agreement dated April 13, 2015, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. **Scope of Services.** Consultant agrees to perform additional services as identified on **Exhibit “A”** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses, for an amount not-to-exceed \$21,000.
 - a. Unchanged from Original/Previous Contract
2. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this Amendment by:
 - a. Extended to Dec 31, 2024.
 - b. Unchanged from Original/Previous Contract date of _____, 20____
Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.
3. **Payment.** Based on the Scope of Services and assumptions noted in **Exhibit “A”**, Consultant proposes to be compensated on a time and material basis per **Exhibit “B”** (Costs for Scope of Services) with a total estimated not to exceed fee of:
 - a. Previous not to exceed fee: \$113,440
 - b. Amendment No. 3 \$21,000
 - c. **Total: \$134,440**
 - d. Consultant billing rates:
 - Modification to Consultant Billing Rates per **Exhibit “C”** attached herein
 - Unchanged from Original/Previous Contract

4. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

DATED this ____ day of December 20____.

CITY OF CAMAS:

Ecological Land Services, ELS
Authorized Representative

By: _____

By: _____

Print Name: _____

Print Name: Michele McGraw

Title: _____

Title: Biologist

Date: _____

EXHIBIT A
AMENDED SCOPE OF SERVICES
(INCLUDES SECTIONS 1 – 4)



12-6-23

Exhibit A

Services Requested By:

City of Camas
Anita Ashton, Project Manager-Engineering
616 NE 4th Avenue
Camas, Washington 98607

Corps of Engineers Permit No NWS 2011-0901

Phone: (360) 817-7231

Fax: (360) 834-1535

E-mail: aashton@cityofcamas.us

Billing E-mail: _____

Project Name — SS-545E NW 38th Ave Mitigation Monitoring and Maintenance for Phase 1,

Amendment number 3 to the Original City of Camas SS-545E NW 38th Ave Phase 1, Original contract March 9, 2015

- I understand the **Project Assumptions, Section 1 of Exhibit A.**
- I understand the **Terms of Agreement, Section 3 of Exhibit A.**
- ELS will bill on a time and materials basis. Rate schedule is provided in **Exhibit C.**
- This proposal is valid for *30 days* from the date of this letter.
- My correct contact and billing information have been provided above. Invoices will be emailed unless otherwise requested.
- Do Prevailing wages apply to this project? YES NO

Acceptance and Agreement

I hereby authorize Ecological Land Services, Inc. to perform work as described in the Description of Services and Estimated Costs, with an additional Not-To-Exceed total of **\$21,000**. I accept the terms as stated in this Cost Proposal and Agreement and Exhibits, dated this _____ day of _____.

Signature
City of Camas

Michele McGraw
Ecological Land Services, Inc.

Printed Name, Title
City of Camas

Project Assumptions

This Cost Proposal offered by ELS, Inc. is based upon the following standard assumptions. Should one or more of these assumptions be incorrect, change or otherwise be altered costs and time for completion of the project may be impacted.

Universal Project Assumptions:

1. No violations exist for the subject property.
2. Site conditions during project work will not differ significantly from the conditions ELS, Inc. observed or assumed when creating this proposal. These observations or assumptions are based upon one or more of the following: a pre-proposal site visit, correspondence with the client, or information derived from aerial photography.
3. The client has the right to access the subject property and will grant ELS, Inc. and its agents right of entry as needed to perform any and all tasks requested or listed within the Cost Proposal and Agreement.
4. All portions of the subject property are easily accessible with minimal clearing required to access and navigate the site. No hazardous conditions or livestock will be present on the subject property at the time of any site visit.
5. Property information provided for the project is accurate and subject property boundaries are clearly marked and/or understandable.

Section 2 - Amended Scope of Services

On-going services to provide monitoring and maintenance activities for Year 10, (2024) of the required Item 2. year duration for Phase 1 of the NW 38th Avenue widening project, within parcel number 986031177.

Description of Services and Estimated Costs:

Task 11: Year 10 Maintenance (2024)

Includes the following:

- 5 site visits with 3 crew members to weed eat, mow, and apply herbicide as needed.
- Potential willow plantings, 2 visits with 3 crew members
- Coordinate with ELS Biologist

Estimate: \$13,500

Task 12: Year 10 Monitoring and Report (2024)

Includes the following:

- 2 site visits and coordination with field crew to provide final monitoring report to agencies.

Estimate: \$5,000

Task 13: Contingency

Includes the following:

- Potential agency site visit with Biologist and field crew lead.

Estimate: \$2,500

Total Not-To-Exceed Estimate: \$ 21,000

* The above Not-To-Exceed Estimate is informational and for client budgeting purposes. ELS will invoice according to the NTE total, not the individual task amounts.

Account Balance: If at any time the **account balance for this project is beyond 30 days past due** work will cease until payment is received. **Current balance must be satisfied prior to final report being released to client.**

If payment of project invoices requires special arrangements, additional administrative costs may be incurred.

Important: The estimated cost proposal is based upon ELS's understanding of the scope of the project at the time of this estimate. If the work required to complete the project expands beyond the current project scope and assumptions, due to unforeseen difficulties which are outside of ELS's control, or any changes requested by the client, billing will be adjusted in accordance with the additional work required. The estimated fees for such expanded work will be billed to the client, and when practical, ELS will make the best effort to consult with the client in advance and receive written correspondence to clarify and confirm changes in the scope of work and any additional estimated fees. For any such expansion of work, ELS shall bill on a time and materials basis, unless other conditions are established. Materials or outside services needed to complete such expanded work (see hourly rates, Exhibit C) will be billed at cost with a handling fee (Item #4, Terms of Agreement, Exhibit B).

Section 2 (Continued)

Item 2.

Not included in Estimate: application fees and costs, meetings and site visits beyond those specified within the estimate including those required by any regulatory agency, revisions requested by the client or regulatory agencies, post-application revisions or additions outside of the work quoted on the estimate, additional time and revisions related to changes required by regulatory agencies, additional time and reports related to opposition to the project and other time and expenses not specified within the estimate.

Terms of Agreement for Professional Services Provided by ELS

1. The client orders the professional services of ELS. Said professional services may include jurisdictional wetland delineation, environmental report preparation, environmental permit applications, and other environmental related and consulting services.
2. ELS agrees to furnish and perform the professional services described herein in accordance with accepted professional standards. ELS agrees to perform said work in a timely manner, provided that ELS shall not be responsible for delays in completing said work that cannot reasonably be foreseen on date hereof, for delays which are caused by factors beyond their control, delays resulting from the action or inaction of any government agency or subcontractor not hired by ELS, or for delays resulting from the action or inaction of the client.
3. ELS makes no warranty, expressed or implied, as to their findings, recommendations, plans and specifications, or professional advice except that they were made or prepared in accordance with generally accepted practices. It is agreed that the professional services described herein shall be performed for the client's account. All past due accounts will be charged 1.5% per month or 18% per annum.
4. In the event that a subcontractor is needed for a project and the client wishes to have the subcontractor bill ELS directly, a 10% handling fee will be added to client invoice for this. In the event that permit costs are needed for a portion of a project and the client wishes to have ELS pay costs at time of request, a 10% handling fee will be added to client invoice for this service. Other project expenses paid in advance by ELS, a 10% handling fee will be added to client invoice for such costs. These costs can include but not limited to aerial photos, specialty maps, government documentation, color copies, oversized copies, film development and some field related supplies.
5. Sales tax will be applied to any project that includes planting/installation and/or maintenance. The sales tax rate will be based on the site location of project. Sales tax will be applied to in-house copies, statement to be provided by ELS, when applicable.
6. The client and ELS each bind themselves, their partners, successors, executors, and assignees to the other party of this agreement and to the partners, successors, executors, and assigns of such other party in respect to this agreement.
7. By mutual agreement of the parties hereto, the client hereby agrees to indemnify, defend and hold harmless ELS from damages or liability of any character, including in part, personal injury, property damage, costs, expenses and attorney fees arising out of any negligent act, error or omission of the client, or any person or organization for whom client may be responsible.
8. The client shall be responsible for payment of all costs and expenses incurred by ELS for client's account; including any such moneys that ELS may advance for the client's account for any reasonable project related purpose.
9. Both the client and ELS have the right to terminate this agreement at any time by giving the other party three (3) days written notice thereof. In such case, ELS shall be paid in full for all services performed to the date of termination. Said charges shall be based on the percentage of project completion as of the termination date unless other arrangements have been made.
10. ELS reserves the right to withdraw this proposal if not accepted within 30 days.
11. If the client fails to pay as agreed and collection or other remedies are necessary, ELS shall be entitled to collect all costs of collection, including reasonable attorney's fees, costs and pre-judgment interest as allowed by contract.
12. In executing the Cost Proposal and Agreement, an electronic, facsimile, or other authorized reproduced or stamped signature may be used to sign and execute the agreement and shall have the same force and effect as a written signature.
13. All project-related written materials are created using best available science and professional judgment. Any content-related changes to project documentation that are requested by the client may result in additional fees billed on a time and materials basis. Any such changes are made at the client's own risk. Changes made by ELS at the request of the client may not stand up to agency scrutiny or review, may be rejected by regulatory agencies and may result in additional costs or delays.
14. This Agreement shall be governed by and construed in accordance with the laws of the borough, county, or province of the State of WA in which the project is located. Any dispute which arises from this agreement shall be litigated within the borough, county, or province of the State WA in which the project is located.
15. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

Plant Replacement Clause

Within the first calendar year after planting, ELS will provide replacement for plant mortality due to planting error or non-viable plant stock if the planting areas meet all the criteria specified in the mitigation plan for site preparation including, but not limited to topsoil replacement, soil amendments, mulch application, and irrigation source(s). ELS will not provide replacement for plant mortality due to any other factors including, but not limited to vandalism, willful damage or destruction, animal interference, natural disasters, unsuitable soil conditions, inadequate third-party irrigation, or drought, flooding, extreme freezing, or other extreme weather conditions. ELS will not provide replacement for plant mortality after the first calendar year after planting. ELS shall be provided with written notice of any plant mortality for which it is responsible for replacing and shall be given reasonable opportunity to replace same prior to owner or primary contractor engaging any third party to replace any such plantings. ELS shall not be responsible for any costs whatsoever that may be associated with third parties replacing plants or irrigating for which ELS is responsible under this paragraph unless and until ELS has been provided with such reasonable opportunity to replace plantings and has failed to do so in a timely manner.

EXHIBIT B
AMENDED COSTS FOR SCOPE OF SERVICES
(SEE SECTION 2 – EXHIBIT A)

EXHIBIT C
STANDARD BILLABLE RATES

Standard Billing Rates 2024

The cost estimates presented in this proposal are based on the following standard ELS billing rates:

Expert Witness Testimony/Litigation Support	Double the Hourly Rate
President	\$ 250.00 / Hour
Professional Biologist	\$ 220.00 / Hour
Biologist V	\$ 187.00 / Hour
Biologist IV	\$ 170.00 / Hour
Biologist III	\$ 142.00 / Hour
Biologist II	\$ 130.00 / Hour
Biologist I	\$ 113.00 / Hour
Biologist Entry Level	\$ 102.00 / Hour
Field Director	\$ 83.00 / Hour
Field Technician IV	\$ 78.00 / Hour
Field Technician III	\$ 71.00 / Hour
Field Technician II	\$ 67.00 / Hour
Field Technician I	\$ 63.00 / Hour
Graphics Manager	\$ 155.00 / Hour
Graphics Professional	\$ 150.00 / Hour
Graphics Technician V	\$ 142.00 / Hour
Graphics Technician IV	\$ 140.00 / Hour
Graphics Technician III	\$ 124.00 / Hour
Graphics Technician II	\$ 110.00 / Hour
Graphics Technician I	\$ 99.00 / Hour
Project Coordinator III	\$ 116.00 / Hour
Project Coordinator II	\$ 85.00 / Hour
Project Coordinator I	\$ 71.00 / Hour
Standard Mileage	\$ 1.00 / Mile
Company Truck Mileage	\$ 1.00 / Mile
Government Mileage Rate	\$.65 / Mile <i>(or current rates)</i>

ELS rates are subject to change upon approval of the Board of Directors.



NW 38th Ave. - Phase 2 Wetland Mitigation Site

Item 2.



Legend

Taxlots

Notes:

752.3 0 376.17 752.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.



**CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 4**

616 NE 4th Avenue
Camas, WA 98607

Project No. SS-565C

NW 38th Avenue - Phase 2

THIS AMENDMENT (“Amendment”) to Professional Services Agreement is made as of the 4 day of December, 2023, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Ecological Land Services (ELS)** hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the “Parties.”

The Parties entered into an Original Agreement dated April 13, 2015, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. **Scope of Services.** Consultant agrees to perform additional services as identified on **Exhibit “A”** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses, for an amount not-to-exceed \$21,000.
 - a. Unchanged from Original/Previous Contract
2. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this Amendment by:
 - a. Extended to Dec 31, 2024.
 - b. Unchanged from Original/Previous Contract date of _____, 20____
Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.
3. **Payment.** Based on the Scope of Services and assumptions noted in **Exhibit “A”**, Consultant proposes to be compensated on a time and material basis per **Exhibit “B”** (Costs for Scope of Services) with a total estimated not to exceed fee of:
 - a. Previous not to exceed fee: \$116,750
 - b. Amendment No. 4: \$49,450.00
 - c. **Total: \$166,200**
 - d. Consultant billing rates:
 - Modification to Consultant Billing Rates per **Exhibit “C”** attached herein
 - Unchanged from Original/Previous Contract

4. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

DATED this ____ day of December 20____.

CITY OF CAMAS:

Ecological Land Services, ELS
Authorized Representative

By:_____

By:_____

Print Name:_____

Print Name: Michele McGraw

Title:_____

Title: Biologist

Date: _____

EXHIBIT A
AMENDED SCOPE OF SERVICES
(INCLUDES SECTIONS 1 – 4)



12-5-23

Exhibit A

Services Requested By:

City of Camas
Anita Ashton, Project Manager-Engineering
616 NE 4th Avenue
Camas, Washington 98607

Corps of Engineers Permit No. NWS 2013-746

Phone: (360) 817-7231

Fax: (360) 834-1535

E-mail: aashton@cityofcamas.us

Billing E-mail: _____

Project Name — SS-565C NW 38th Ave Phase 2

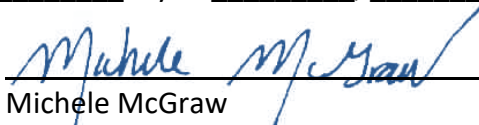
Amendment number 4 to the Original City of Camas SS-565C NW 38th Ave Phase 2, Original contract February 10, 2016

- I understand the **Project Assumptions, Section 1 of Exhibit A.**
- I understand the **Terms of Agreement, Section 3 of Exhibit A.**
- ELS will bill on a time and materials basis. Rate schedule is provided in **Exhibit C.**
- This proposal is valid for *30 days* from the date of this letter.
- My correct contact and billing information have been provided above. Invoices will be emailed unless otherwise requested.
- Do Prevailing wages apply to this project? YES NO

Acceptance and Agreement

I hereby authorize Ecological Land Services, Inc. to perform work as described in the Description of Services and Estimated Costs, with an additional Not-To-Exceed total of **\$49,450.00**. I accept the terms as stated in this Cost Proposal and Agreement and Exhibits, dated this _____ day of _____, _____.

Signature
City of Camas



Michele McGraw
Ecological Land Services, Inc.

Printed Name, Title
City of Camas

Project Assumptions

This Cost Proposal offered by ELS, Inc. is based upon the following standard assumptions. Should one or more of these assumptions be incorrect, change or otherwise be altered costs and time for completion of the project may be impacted.

Universal Project Assumptions:

1. No violations exist for the subject property.
2. Site conditions during project work will not differ significantly from the conditions ELS, Inc. observed or assumed when creating this proposal. These observations or assumptions are based upon one or more of the following: a pre-proposal site visit, correspondence with the client, or information derived from aerial photography.
3. The client has the right to access the subject property and will grant ELS, Inc. and its agents right of entry as needed to perform any and all tasks requested or listed within the Cost Proposal and Agreement.
4. All portions of the subject property are easily accessible with minimal clearing required to access and navigate the site. No hazardous conditions or livestock will be present on the subject property at the time of any site visit.
5. Property information provided for the project is accurate and subject property boundaries are clearly marked and/or understandable.

Section 2 - Amended Scope of Services

On-going services: Provide additional monitoring and maintenance activities for Year 9, (2024) of Item 2. required 10-year duration for Phase 2 of the NW 38th Avenue widening project, within parcel number 986033686 and 986033867.

Task 11: Plant Procurement

Includes the following:

- Labor, mobilization, coordination, and equipment needed to install 1,750 plants and 1,100 cones and mulch within the mitigation area.

Estimate: \$26,750

Task 12: Ongoing Maintenance

Includes the following:

- 6 days with 3 crew members to weed eat, mow, and apply herbicide.
- 8 days with 1 crew member to remove irrigation.
- Includes mobilization, equipment, and coordination.

Estimate: \$17,000

Task 13: Site Monitoring

Includes the following:

- 2 Site visits with Biologist to walk the site and provide memo to City.

Estimate: \$3,200

Task 14: Contingency

Includes the following:

- Potential site visit with agency and memo to City.

Estimate: \$2,500

Total Not-To-Exceed Estimate: \$ 49,450.00

* The above Not-To-Exceed Estimate is informational and for client budgeting purposes. ELS will invoice according to the NTE total, not the individual task amounts.

Account Balance: If at any time the **account balance for this project is beyond 30 days past due** work will cease until payment is received. **Current balance must be satisfied prior to final report being released to client.**

If payment of project invoices requires special arrangements, additional administrative costs may be incurred.

Important: The estimated cost proposal is based upon ELS's understanding of the scope of the project at the time of this estimate. If the work required to complete the project expands beyond the current project scope and assumptions, due to unforeseen difficulties which are outside of ELS's control, or any changes requested by the client, billing will be adjusted in accordance with the additional work required. The estimated fees for

Section 2 (Continued)

Item 2.

such expanded work will be billed to the client, and when practical, ELS will make the best effort to coordinate with the client in advance and receive written correspondence to clarify and confirm changes in the scope of work and any additional estimated fees. For any such expansion of work, ELS shall bill on a time and materials basis, unless other conditions are established. Materials or outside services needed to complete such expanded work (see hourly rates, Exhibit C) will be billed at cost with a handling fee (Item #4, Terms of Agreement, Exhibit B).

Not included in Estimate: application fees and costs, meetings and site visits beyond those specified within the estimate including those required by any regulatory agency, revisions requested by the client or regulatory agencies, post-application revisions or additions outside of the work quoted on the estimate, additional time and revisions related to changes required by regulatory agencies, additional time and reports related to opposition to the project and other time and expenses not specified within the estimate.

Terms of Agreement for Professional Services Provided by ELS

1. The client orders the professional services of ELS. Said professional services may include jurisdictional wetland delineation, environmental report preparation, environmental permit applications, and other environmental related and consulting services.
2. ELS agrees to furnish and perform the professional services described herein in accordance with accepted professional standards. ELS agrees to perform said work in a timely manner, provided that ELS shall not be responsible for delays in completing said work that cannot reasonably be foreseen on date hereof, for delays which are caused by factors beyond their control, delays resulting from the action or inaction of any government agency or subcontractor not hired by ELS, or for delays resulting from the action or inaction of the client.
3. ELS makes no warranty, expressed or implied, as to their findings, recommendations, plans and specifications, or professional advice except that they were made or prepared in accordance with generally accepted practices. It is agreed that the professional services described herein shall be performed for the client's account. All past due accounts will be charged 1.5% per month or 18% per annum.
4. In the event that a subcontractor is needed for a project and the client wishes to have the subcontractor bill ELS directly, a 10% handling fee will be added to client invoice for this. In the event that permit costs are needed for a portion of a project and the client wishes to have ELS pay costs at time of request, a 10% handling fee will be added to client invoice for this service. Other project expenses paid in advance by ELS, a 10% handling fee will be added to client invoice for such costs. These costs can include but not limited to aerial photos, specialty maps, government documentation, color copies, oversized copies, film development and some field related supplies.
5. Sales tax will be applied to any project that includes planting/installation and/or maintenance. The sales tax rate will be based on the site location of project. Sales tax will be applied to in-house copies, statement to be provided by ELS, when applicable.
6. The client and ELS each bind themselves, their partners, successors, executors, and assignees to the other party of this agreement and to the partners, successors, executors, and assigns of such other party in respect to this agreement.
7. By mutual agreement of the parties hereto, the client hereby agrees to indemnify, defend and hold harmless ELS from damages or liability of any character, including in part, personal injury, property damage, costs, expenses and attorney fees arising out of any negligent act, error or omission of the client, or any person or organization for whom client may be responsible.
8. The client shall be responsible for payment of all costs and expenses incurred by ELS for client's account; including any such moneys that ELS may advance for the client's account for any reasonable project related purpose.
9. Both the client and ELS have the right to terminate this agreement at any time by giving the other party three (3) days written notice thereof. In such case, ELS shall be paid in full for all services performed to the date of termination. Said charges shall be based on the percentage of project completion as of the termination date unless other arrangements have been made.
10. ELS reserves the right to withdraw this proposal if not accepted within 30 days.
11. If the client fails to pay as agreed and collection or other remedies are necessary, ELS shall be entitled to collect all costs of collection, including reasonable attorney's fees, costs and pre-judgment interest as allowed by contract.
12. In executing the Cost Proposal and Agreement, an electronic, facsimile, or other authorized reproduced or stamped signature may be used to sign and execute the agreement and shall have the same force and effect as a written signature.
13. All project-related written materials are created using best available science and professional judgment. Any content-related changes to project documentation that are requested by the client may result in additional fees billed on a time and materials basis. Any such changes are made at the client's own risk. Changes made by ELS at the request of the client may not stand up to agency scrutiny or review, may be rejected by regulatory agencies and may result in additional costs or delays.
14. This Agreement shall be governed by and construed in accordance with the laws of the borough, county, or province of the State of WA in which the project is located. Any dispute which arises from this agreement shall be litigated within the borough, county, or province of the State of WA in which the project is located.
15. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

Section 4

Plant Replacement Clause

Within the first calendar year after planting, ELS will provide replacement for plant mortality due to planting error or non-viable plant stock if the planting areas meet all the criteria specified in the mitigation plan for site preparation including, but not limited to topsoil replacement, soil amendments, mulch application, and irrigation source(s). ELS will not provide replacement for plant mortality due to any other factors including, but not limited to vandalism, willful damage or destruction, animal interference, natural disasters, unsuitable soil conditions, inadequate third-party irrigation, or drought, flooding, extreme freezing, or other extreme weather conditions. ELS will not provide replacement for plant mortality after the first calendar year after planting. ELS shall be provided with written notice of any plant mortality for which it is responsible for replacing and shall be given reasonable opportunity to replace same prior to owner or primary contractor engaging any third party to replace any such plantings. ELS shall not be responsible for any costs whatsoever that may be associated with third parties replacing plants or irrigating for which ELS is responsible under this paragraph unless and until ELS has been provided with such reasonable opportunity to replace plantings and has failed to do so in a timely manner.

EXHIBIT B
AMENDED COSTS FOR SCOPE OF SERVICES
(SEE SECTION 2 - EXHIBIT A)

EXHIBIT C
STANDARD BILLABLE RATES

Standard Billing Rates 2024

The cost estimates presented in this proposal are based on the following standard ELS billing rates:

Expert Witness Testimony/Litigation Support	Double the Hourly Rate
President	\$ 250.00 / Hour
Professional Biologist	\$ 220.00 / Hour
Biologist V	\$ 187.00 / Hour
Biologist IV	\$ 170.00 / Hour
Biologist III	\$ 142.00 / Hour
Biologist II	\$ 130.00 / Hour
Biologist I	\$ 113.00 / Hour
Biologist Entry Level	\$ 102.00 / Hour
Field Director	\$ 83.00 / Hour
Field Technician IV	\$ 78.00 / Hour
Field Technician III	\$ 71.00 / Hour
Field Technician II	\$ 67.00 / Hour
Field Technician I	\$ 63.00 / Hour
Graphics Manager	\$ 155.00 / Hour
Graphics Professional	\$ 150.00 / Hour
Graphics Technician V	\$ 142.00 / Hour
Graphics Technician IV	\$ 140.00 / Hour
Graphics Technician III	\$ 124.00 / Hour
Graphics Technician II	\$ 110.00 / Hour
Graphics Technician I	\$ 99.00 / Hour
Project Coordinator III	\$ 116.00 / Hour
Project Coordinator II	\$ 85.00 / Hour
Project Coordinator I	\$ 71.00 / Hour
Standard Mileage	\$ 1.00 / Mile
Company Truck Mileage	\$ 1.00 / Mile
Government Mileage Rate	\$.65 / Mile <i>(or current rates)</i>

ELS rates are subject to change upon approval of the Board of Directors.

ORDINANCE NO. 2023-11-02

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An ordinance relating to the adverse impacts of camping and outside habitation on public property and public right-of-way.

WHEREAS, pursuant to Article XI, Section 11 of the Washington State Constitution and RCW 35A.11.020, Clark County is authorized to regulate public property, including the Clark County Public Service Center, Clark County Courthouse, parks, public rights-of-way, and all other public property within Clark County; and

WHEREAS, public property is intended to be used by the public for public purposes, including daily County operations, park recreational use, pedestrian, bicycle and vehicular transportation, and other public uses; and

WHEREAS, camping without adequate sanitation services, such as sewer, water, and garbage, presents a public health and safety concern by increasing the spread of disease and potentials for members of the public, including persons experiencing homelessness, to contract illness; and

WHEREAS, it is important to maintain public property consistent with its intended use while balancing the needs of those experiencing homelessness with the impact on the entire community; and

WHEREAS, the amendments to the County Code proposed here will enhance clarity and certainty for the benefit of the public; and

WHEREAS, the Council is considering the matter at a duly advertised public hearing and concludes that adoption will further the public health, safety, and welfare; now, therefore,

BE IT ORDERED AND RESOLVED by the Clark County Council of Clark County, State of Washington, as follows:

Section 1. New. A new chapter 9.06 is added to the Clark County Code to read as follows:

9.06 Unlawful Camping and Outside Habitation

Section 2. New. A new section 9.06.010 is added to the Clark County Code to read as follows:

9.06.010 Findings.

New. It is the purpose of this chapter to address:

1. **Adverse Public Impacts of Camping and Outside Habitation.** People camping and habitating outside on public property and on public right-of-way create a public health and safety hazard due to the lack of proper food storage, cooking, electrical and/or sanitary facilities. People without proper sanitary facilities have openly urinated, defecated, and littered on private and public property and on the public right-of-way. Use of public property for purposes of camping, outside habitation, or storage of personal property interferes with the rights of others to use the areas for the purposes for

1 which they were intended and creates public health and safety dangers to the county's sensitive
 2 ecological areas, including the county's water sources, through illegal dumping and improper
 3 disposal of human waste. People cooking with open flames while camping or habitating outside
 4 endanger the lives and property of those nearby through uncontrolled fire. There is an increased risk
 5 of a dangerous wildfire event in certain natural areas along county rivers and streams due to the
 6 existence of one or more of the following characteristics: steep slopes, typical afternoon onshore
 7 winds, heavy vegetation, limited vehicle access, limited water supply, and the presence of nearby
 8 residences.

9
 10 2. Adverse Impacts of Camping and Outside Habitation on the Poor and Infirm. Many persons who
 11 habitate outside on public property do so not by choice but due to a lack of financial means to
 12 afford adequate shelter. These persons are also adversely mentally and physically impacted by
 13 being unsheltered. Single females who habitate outside experience a disproportionately high
 14 incidence of violent crime as compared to other people. Families with children who habitate outside
 15 as a result of a lack of adequate shelter are also disproportionately adversely impacted through risk
 16 of physical danger and impediments to childhood education.

17
 18 3. Constitutional Limitations on Available Remedies. The Eighth Amendment to the United States
 19 Constitution prohibits "cruel and unusual punishment;" the Ninth Circuit Court of Appeals has
 20 interpreted this prohibition to forbid communities from criminalizing camping and outside
 21 habitation in all places, at all times, by those who lack the financial means to pay for adequate
 22 shelter unless adequate shelter is available to such person free of charge.

23
 24 **Section 3.** New. A new section 9.06.020 is added to the Clark County Code to read
 25 as follows:

26
 27 **9.06.020 Purpose.**

28
 29 New. It is the purpose of this chapter to:

- 30
 31 1. Prevent harm to the health and safety of persons who habitate outside due to a lack of financial
 32 means to afford adequate shelter.
 33
 34 2. Prevent harm to the health and safety of the public and to promote the public health, safety, and
 35 general welfare by prohibiting camping within all camping and outside habitation impact areas at
 36 all times.
 37
 38 3. Prevent harm to the health or safety of the public and to promote the public health, safety and
 39 general welfare by making public streets and other areas readily accessible to the public and to
 40 prevent use of public property for camping and outside habitation purposes or storage of personal
 41 property which interferes with the rights of others to use the areas for which they were intended.
 42

43 **Section 4.** New. A new section 9.06.030 is added to the Clark County Code to read as
 44 follows:

45
 46 **9.06.030 Definitions.**

1 **New.** The following definitions are applicable in this chapter unless the context otherwise requires:
2

3 “Available Overnight Shelter” means staying overnight in an available shelter bed, a local safe stay
4 community such as one defined in Vancouver Municipal Code, or a hotel stay provided by hotel
5 vouchers.
6

7 “Camp” or “camping” means to set up, or to remain in or at a campsite or outside habitation facilities,
8 for the purpose of establishing or maintaining a temporary place to live.
9

10 “Camp and outside habitation paraphernalia” includes, but is not limited to, tarpaulins, cots, beds,
11 sleeping bags, blankets, mattresses, hammocks, or non-designated cooking facilities and similar
12 equipment.
13

14 “Camping and outside habitation impact area” means the areas specified as unlawful to camp or
15 habitate outside as outlined in chapter 9.06.040 below.
16

17 “Campsite and outside habitation facilities” means any place where any bedding, sleeping bag, or other
18 sleeping matter, or any stove or fire is placed, established, or maintained, whether or not such place
19 incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof.
20

21 “Community Court” means the City of Vancouver – Clark County Community Court program as
22 defined in its Policies and Procedures: The community court model seeks to give the justice system a
23 problem-solving orientation to address community challenges, reduce crime, strengthen neighborhoods,
24 support victims, and improve public trust in justice. This problem-solving approach helps to address
25 quality of life concerns in communities by using evidence-based practices including: (1) conducting an
26 assessment of the participant’s needs and risk of reoffending, (2) promoting sanctions that increase
27 participant accountability and (3) immediately engaging participants in treatment or connecting them to
28 needed services.
29

30 “Outside habitation” means to pitch, create, use, or occupy camp and outside habitation facilities for
31 purposes of shelter for habitation.
32

33 “Legacy Lands” means property purchased using Clark County Conservation Future property tax
34 pursuant to CCC 3.24.
35

36 “Natural Area” means property managed as open space according to the Clark County Parks,
37 Recreation and Open Space Plan.
38

39 “Park” means the same as defined in CCC 9.05.010.
40

41 “Railroad” means the Chelatchie Prairie Railroad and associated right-of-way.
42

43 “Store” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave
44 in a location.
45

46 “Street” means any highway, lane, road, street, right-of-way, boulevard, alley, and every way or place
47 in Clark County that is publicly owned or maintained for public vehicular travel.

1 "Vehicle" means the same as defined in RCW 46.04.670.
2

3 **Section 5.** New. A new section 9.06.040 is added to the Clark County Code to read as
4 follows:
5

6 **9.06.040 Unlawful Camping and Outside Habitation Impact Areas.**
7

- 8 1. **Camping and Outside Habitation Impact Areas.** It shall be unlawful to camp or habitate outside at
9 any time within a camping and outside habitation impact area. The following locations are camping
10 and outside habitation impact areas:
11 (a) Upon any land used to operate a public water station, wastewater, or stormwater facility;
12 (b) Within 200 feet of the nearest edge of rivers, lakes, ponds, streams, creeks, wetlands, other
13 water bodies, or priority habitat areas in the county;
14 (c) County railroad;
15 (d) Natural areas or Legacy Lands in the county;
16 (e) Parks in the county, unless authorized through a park and facility use permit as defined in CCC
17 9.05.100; or
18 (f) Any county road, street, sidewalk, or right-of-way in such a manner that restricts a person's
19 access to the county road, street, sidewalk, or right-of-way. This provision is intended to
20 comply with the Americans with Disabilities Act.
21
- 22 2. Violation of CCC 9.06.040(1) is a misdemeanor.
23
- 24 3. Unless otherwise subject to custodial arrest under RCW 10.31.100, persons subject to enforcement
25 under CCC 9.06.040(1) shall be cited, instructed to appear at Community Court and released rather
26 than being booked into jail.
27
- 28 4. A violation of the provisions of CCC 9.06.040(1) shall be enforced as follows:
29 (a) Prior to issuing any citation pursuant to this chapter, the investigating deputy shall inquire
30 whether the unlawful camping and storage of personal property is due to homelessness. If the
31 deputy learns that such is the case, the deputy shall determine whether there is available
32 overnight shelter to accommodate the person.
33 (b) If the deputy determines there is available overnight shelter, the deputy may provide directions
34 to the shelter location or provide a voucher for a hotel stay.
35 (c) Any person who refuses to accept the available overnight shelter space offered is subject to
36 citation and shall be referred to Community Court.
37
- 38 5. At all times, regardless of availability of overnight shelter, it shall be unlawful to camp where such
39 activity poses:
40 (a) A substantial danger to any person;
41 (b) An immediate threat and/or an unreasonable risk of harm to public health or safety; or
42 (c) A disruption to vital government services.
43
- 44 6. Violation of CCC 9.06.040(5) is a misdemeanor.
45

1 7. Unless otherwise subject to custodial arrest under RCW 10.31.100, persons subject to enforcement
2 under CCC 9.06.040(5) shall be cited, instructed to appear at Community Court and released rather
3 than being booked into jail.

4
5 **Section 6.** New. A new section 9.06.050 is added to the Clark County Code to read as
6 follows:

7
8 **9.06.050 Unlawful Daytime Camping and Outside Habitation.**

- 9
10 1. Daytime Camping and Outside Habitation Prohibited. Except as otherwise provided within this
11 chapter, during the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to camp,
12 occupy campsite and outside habitation facilities for purposes of habitation, or use camp and
13 outside habitation paraphernalia in the following areas:
14 (a) Any county road, street, sidewalk, or right-of-way; or
15 (b) Any entrance to or exit from any county owned building or parking lot; or
16 (c) Any county owned or maintained building, parking lot or other county owned or maintained
17 area, improved or unimproved.
- 18
19 2. Violation of CCC 9.06.050(1) is a misdemeanor.
- 20
21 3. Unless otherwise subject to custodial arrest under RCW 10.31.100, persons subject to enforcement
22 under CCC 9.06.050(1) shall be cited, instructed to appear at Community Court and released rather
23 than being booked into jail.

24
25 **Section 7.** New. A new section 9.06.060 is added to the Clark County Code to read as
26 follows:

27
28 **9.06.060 Unlawful Daytime Camping and Habitation in Vehicles.**

- 29
30 1. Daytime Camping and Habitation in Vehicles Prohibited. Except as otherwise provided within this
31 chapter, during the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to occupy a
32 vehicle for the purpose of camping or habitating while that vehicle is parked in the following areas:
33 (a) Any county owned or maintained building, parking lot or other county owned or maintained
34 area, improved or unimproved.
- 35
36 2. Violation of CCC 9.06.060(1) is a misdemeanor.
- 37
38 3. Unless otherwise subject to custodial arrest under RCW 10.31.100, persons subject to enforcement
39 under CCC 9.06.060(1) shall be cited, instructed to appear at Community Court and released rather
40 than being booked into jail.

41
42 **Section 8.** New. A new section 9.06.070 is added to the Clark County Code to read as
43 follows:

44
45 **9.06.070 Unlawful Storage of Personal Property in Public Places.**

46

- 1 1. Except as otherwise provided within this chapter, during the hours of 6:30 a.m. to 9:30 p.m., it shall
 2 be unlawful for any person to store personal property, including campsite and outside habitation
 3 facilities (other than vehicles) and camp and outside habitation paraphernalia, in the following
 4 areas:
 5 (a) Any road, street, or right-of-way; or
 6 (b) Any publicly owned or maintained parking lot or publicly owned or maintained area, improved
 7 or unimproved.
 8
- 9 2. Violation of CCC 9.06.070(1) is a misdemeanor.
- 10
- 11 3. Unless otherwise subject to custodial arrest under RCW 10.31.100, persons subject to enforcement
 12 under CCC 9.06.070(1) shall be cited, instructed to appear at Community Court and released rather
 13 than being booked into jail.
 14

15 **Section 9. New.** A new section 9.06.080 is added to the Clark County Code to read as
 16 follows:
 17

18 **9.06.080 Unlawful Fire, Permanent or Temporary Structures and Environmental Damage.**
 19

- 20 1. Except as otherwise provided within this chapter, within any public property or public right-of-way,
 21 it shall be unlawful for any person to:
 22 (a) Start or maintain any fire for the purposes of burning any combustible material in or around the
 23 campsite.
 24 (b) Erect, install, place, leave, or set up any type of permanent or temporary fixture or structure of
 25 any material(s) in or upon public property or public right-of-way. Items such as tents and
 26 similar items used for shelter that are readily portable are not structures for purposes of this
 27 section.
 28 (c) Dig, excavate, terrace soil, alter the ground or infrastructure, cause environmental damage, or
 29 damage vegetations or trees in or around a campsite.
 30
- 31 2. Violation of CCC 9.06.080(1) is a misdemeanor.
- 32
- 33 3. Unless otherwise subject to custodial arrest under RCW 10.31.100, persons subject to enforcement
 34 under CCC 9.06.080(1) shall be cited, instructed to appear at Community Court and released rather
 35 than being booked into jail.
 36

37 **Section 10. New.** A new section 9.06.090 is added to the Clark County Code to read as
 38 follows:
 39

40 **9.06.090 Public Duty Created.**
 41

- 42 1. It is expressly the purpose of this ordinance to provide for and promote the health, safety, and
 43 welfare of the general public and not to create or otherwise establish or designate any particular
 44 class or group of persons or person who will or should be especially protected or benefited by the
 45 terms of this ordinance.
 46

1 2. Nothing contained in this ordinance is intended nor shall be construed to create or form the basis of
2 any liability on the part of the county, or its officers, employees or agents, for any injury or damage
3 resulting from any action or inaction on the part of the county related in any manner to the
4 enforcement of this ordinance by its officers, employees or agents.
5

6 **Section 11. New.** A new section 9.06.100 is added to the Clark County Code to read as
7 follows:
8

9 **9.06.100 Severability.**

- 10
11 1. If any section, subsection, sentence, clause, phrase, or other portion of this chapter is, for any
12 reason;
13
14 2. held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not
15 affect the validity of the remaining portions of this chapter.
16

17 **Section 12. Effective Date.** This ordinance shall be effective on the 10th day following adoption.
18

19 **Section 13. Instructions to Clerk.** The Clerk of the Council shall:
20

- 21 A. Record a copy of this Ordinance with the Clark County Auditor; and
22 B. Cause notice of adoption of this Ordinance to be published forthwith, pursuant to Clark
23 County Code 1.02.140.
24

25 **Section 14. Direction to Code Reviser.** The above sections 1-11 should be
26 added to the Clark County Code.
27

28 **Section 15. Roll Call Vote.** The following persons voted in favor of the above ordinance

29 [amendments]: Glen Yung; Michelle Belkott; Gary Medvigy;
30 Sue Marshall; + Karen Bill Bawerman.

31 The following persons voted in opposition to the above ordinance [amendments]: _____
32
33
34
35
36

[remainder of page blank]

1 ADOPTED on this 7th day of November 2023.

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COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

[Signature]
Clerk to the Council

By: _____
Karen Dill Bowerman, Chair

By: _____
Glen Yung, Councilor

By: _____
Michelle Belkot, Councilor

Approved as to Form Only:
Anthony F. Golik
Prosecuting Attorney
By: [Signature]
Leslie Lopez, Chief Civil Deputy

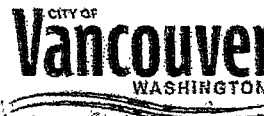
By: _____
Gary Medvigy, Councilor

By: [Signature]
Sue Marshall, Councilor





City of Vancouver – Clark County
Community Court
Policies and Procedures



1 OVERVIEW

- 1.1 The community court model seeks to give the justice system a problem-solving orientation to address community challenges; reduce crime, strengthen neighborhoods, support victims, and improve public trust in justice. This problem-solving approach helps to address quality of life concerns in communities by using evidence-based practices including: (1) conducting an assessment of the participant's needs and risk of reoffending, (2) promoting sanctions that increase participant accountability and (3) immediately engaging participants in treatment or connecting them to needed services.

2 MISSION STATEMENT, GOALS, AND OBJECTIVES

- 2.1 The City of Vancouver-Clark County Community Court ("Community Court") mission is to enhance community trust and quality of life by promoting participant accountability and providing links to individualized services.
- 2.2 The goals of Community Court are to 1) improve safety and the quality of life for all community members, 2) increase equitable outcomes by allowing successful participants to avoid criminal convictions which may impair future employment or housing, 3) reduce re-offending, 4) enhance trust of the community in the justice system, and 5) increase efficiency.
- 2.3 The objectives of Community Court are:
- 2.3.1 **Immediacy:** Reduce time from cite/arrest to first appearance and from first appearance to treatment.
- 2.3.2 **Court Engagement:** Participants will have a voice throughout the Community Court process. All interactions will work toward participants' success.
- 2.3.3 **Accountability:** The Community Court will assist participants with responsible program participation through an individualized service plan and problem-solve with participants on any obstacles they may face.
- 2.3.4 **Problem-Solving:** Use evidence-based practices to determine the most appropriate level of supervision by identifying participant's risk of reoffending and individual needs.
- 2.3.5 **Partnership and Collaboration:** Build a network of community partners, including government and community-based organizations, who are essential to participant success.

3 LOCATION, HOURS, AND COURT SCHEDULE

3.1 Community Court is held at the Recovery Café, 3312 E Fourth Plain Blvd, Suite #100, Vancouver, Washington. The hours of operation are from 10:00 a.m. until court is concluded every Monday, except on court holidays.

3.2 The Community Court schedule is generally as follows:

- 10:00 a.m. Participants arrive for community restoration projects.
- 12:00 p.m. Community Court staffing begins.
- 1:00 p.m. Court opens, participants cited into court at this time; participants check in with service providers as required.
- 2:00 p.m. Participants return from community restoration projects and check in with court and service providers as required.

4 ROLES AND RESPONSIBILITIES

4.1 Community Court is committed to the protection of due process rights, procedural fairness, and an individualized problem-solving approach for all court participants.

4.2 All participating agencies agree to:

- 4.2.1 Assist in the design and ongoing development Community Court including providing all necessary data for evaluation purposes;
- 4.2.2 Respect other agencies' roles and responsibilities to ensure the integrity of the judicial and the therapeutic processes; and
- 4.2.3 Observe the participants' right to confidentiality in accordance with Federal and State laws and regulations governing treatment and criminal justice information.

4.3 Community Court Judge or Commissioner: Clark County District Court will assign a judge or commissioner to preside over Community Court. The Community Court Judge or Commissioner will work in concert with the Presiding Judge and the Court Administrator to oversee the Community Court Program. Along with presiding over the program, the Community Court Judge or Commissioner finalizes the court-ordered individualized case plan and adjudicates all aspects of community court cases. The judge or commissioner will dispense incentives and address accountability for non-compliance through appropriate sanctions.

- 4.4. **City Prosecutor:** The Vancouver City Attorney's Office will identify cases and individuals eligible for community court. Since this is a pre-plea court resulting in dismissal of the charges upon successful completion, the prosecutor will decide which cases may be referred to Community Court and which cases will not be referred. The office will have a consistent attorney attending the community court sessions. The prosecutor will work collaboratively with the core team on problem solving for the court participant and for the program.
- 4.5. **Deputy Prosecuting Attorney:** For cases originating outside the jurisdiction of the City of Vancouver, the Clark County Prosecuting Attorney's Office will identify cases and individuals eligible for community court. Since this is a pre-plea court resulting in dismissal of the charges upon successful completion, the prosecutor will decide which cases may be referred to Community Court and which cases will not be referred. The office will have a consistent attorney attending the community court sessions, to the extent practicable, when such matters are scheduled to be heard. He/she will work collaboratively with the core team on problem solving for the court participant and for the program.
- 4.6. **Defense Attorney:** Most participants in Community Court are likely indigent and will require the assistance of a court-appointed attorney. The rights of the participant must be recognized and protected. The defense attorney advocates for their clients to ensure protection of due process. Defense attorneys will work collaboratively with the core team on problem solving for the court participant and for the program.
- 4.7. **Court Administrator:** The Court Administrator will oversee the Community Court Program in concert with the Presiding Judge and Community Court Judge. The administrator will supervise and facilitate communication with the court and other City staff and oversee court operation aspects of the program. They will oversee file maintenance, contracts, documentation of procedures, written materials, inter-City partnerships, data collection and be responsible to facilitate discussion and analysis regarding performance measures and other data points the Core Team. The administrator also oversees the preparation and management of dockets, donations, and volunteer programs. The administrator will work with court operations and the core team to problem-solve logistical and operational issues that arise. The administrator is the lead planner overseeing grant seeking and expansion efforts and is the first point of contact for the City and works with the Community Court Judge regarding media and community engagement activities. The administrator is involved in cross-departmental and inter-agency committee work related to the Community Court Program.

- 4.8 Community Court Coordinator:** The Community Court Coordinator will oversee the administration of the screening and assessment tool and maintain individualized case plans for each participant. The coordinator will monitor accountability of program compliance and provide recommendations to the staffing team as appropriate. This team member is the hub of information for service providers and is the primary point of contact for reports from providers. This individual will also problem-solve with the community court participant as challenges arise. He/she will report participant compliance and other relevant program information at the weekly staffing meeting. The coordinator will work with the core team on problem-solving for the court participant and case management issues. The coordinator will also compile statistical data and assist with the preparation and management of Community Court dockets and volunteer programs. The coordinator will build, maintain, and evaluate community restoration events and partnerships. With the assistance of a District Court data analyst, the coordinator will oversee data collection, write operational procedures, and be responsible to analyze and create reporting for performance measures and other data points. The coordinator will help identify gaps, additional data points needed for the program, and make data-based recommendations regarding the program.
- 4.9 Community Court Clerk:** District Court will assign a judicial assistant to serve as the Community Court Clerk. The Clerk's duties include preparing and providing data entry support for community court case files; creating and maintaining a record of proceedings and operating remote appearance and streaming software as applicable; coordinating with the Community Court team and jail for any in-custody participants; preparing necessary forms, memoranda, and orders; circulating documents for signature by the parties and the court; scanning and linking documents into the court's electronic document management system; scheduling hearings, making docket entries and sending copies of opt-in, opt-out, set-over, and termination orders; coordinating communication between the court, team, attorneys, and other stakeholders; and providing other support as directed by the court.

5 ELIGIBILITY

- 5.1** The following offenses will generally be considered Community Court eligible offenses. Offenses designated as domestic violence offenses will not be permitted to opt in. Because successful completion of this program results in the dismissal of the charge, the prosecutor retains the right to determine which cases are referred to Community Court.
- 5.1.1** Criminal Trespass 2 (RCW 9A.52.080)
- 5.1.2** Disorderly Conduct (RCW 9A.84.030)
- 5.1.3** Intoxicating Liquor in the Park (VMC 15.04.120)

- 5.1.4 Park Curfew Violation (VMC 15.04.150)
- 5.1.5 Pedestrian Interference (VMC 7.04.020)
- 5.1.6 Unlawful Bus Conduct (VMC 7.13.040)
- 5.1.7 Unlawful Camping (VMC 8.22.040)
- 5.1.8 Unlawful Storage of Personal Property in Public (VMC 8.22.050)
- 5.1.9 Unlawful Transit Conduct (RCW 9.91.025)
- 5.1.10 Urinating in Public (VMC 7.10.020)

6 INTAKE AND FIRST APPEARANCE

- 6.1 The process begins when an individual is cited by a Vancouver Police Officer or Clark County Sheriff's Deputy for an eligible offense. The individual is cited and instructed to appear at the next Monday community court docket at 1:00 p.m., at the Recovery Café. The cut-off time for the next Monday docket is Thursday at noon. Eligible individuals appearing in District Court may also be referred to Community Court by a prosecutor with the concurrence of the individual and their attorney if applicable and ordered to appear in Community Court.
- 6.2 When new defendants arrive, they will proceed through a security station (if available), before entering the courtroom and/or service provider room. New defendants will be greeted by the coordinator and prosecutor. After a short presentation on Community Court, the defendant will have a chance to meet with a court-appointed attorney.
- 6.3 If the defendant is interested in participating, the coordinator will conduct a short risk/needs assessment and supplemental questionnaire and develop a case plan based on these assessments. The short screener used for the risk/needs assessment is the Criminal Court Assessment Tool (CCAT), which was developed and validated for misdemeanor populations by the Center for Court Innovation with support from the Bureau of Justice Assistance.
- 6.4 After the assessment, the coordinator along with the defense attorney and prosecutor will develop a case plan. The defense attorney will then review the plan with his/her client. The case plan will focus on criminogenic needs and accessing services such as identification and health insurance through community partners.

- 6.5 The defense attorney and client meet in a confidential setting to discuss the client's legal options, including the pros and cons of the community court in their case. This is where the client typically decides whether to participate in the program or to go through the traditional court process. If a potential participant would like more time to think about their options, the matter may be set out to the following Community Court docket, with the agreement of the parties and the court. The potential participant may also choose to opt out of the program, at which point the case is set on the traditional District Court docket.
- 6.6 If an individual decides to participate in the program, the defense attorney will obtain the individual's signature on the petition and release of information forms. The defense attorney, individual and city prosecutor then go before the Judge to opt into the program. To allow time to complete the case plan, a participants will execute a speedy trial waiver commencing 90 days from the date they opt into Community Court.
- 6.7 Once a participant chooses to join the program, the individual is sent to the service provider room, where they are introduced to the providers on their case plan.
- 6.8 The participant submits a copy of the case plan to the provider, at which point, the provider may administer an assessment on-site, initiate a follow-up appointment for further screening and assessment, or give some instruction to meet or pick-up items (clothing, food, medication, etc.) at another location. These next steps are indicated in the case plan. The participant will be provided a checklist of services pursuant to the case plan. Providers will initial the relevant portions of the checklist indicating they consulted with the participant and any other important notes for the court and participants. Participants then returns the checklist to the coordinator.

7 COMMUNITY RESTITUTION AND SOCIAL SERVICES

- 7.1 Program participants return to Community Court weekly to check in with service providers and the court and, as necessary, complete community restoration hours.
- 7.2 After meeting with the Coordinator, the Coordinator will direct participants requiring services to the appropriate service providers with the help of a volunteer if available.
- 7.3 Community restitution projects typically start at 10:00 a.m. and last for about four hours. Participants who are unable to participate in community restoration work, with court approval, may coordinate alternative community restoration work through the District Court Work Program.

7.4 Each participant will be required to complete four to eight hours of community restoration. District Court Community Restitution will provide personnel to supervise community restoration projects and will report each participant's hours served to the coordinator. Community restoration projects typically include clean-up and improvement of parks and other public spaces but may include other projects that benefit the community.

8 WEEKLY STATUS HEARINGS

8.1 Community Court dockets will be held every Monday unless the Monday falls on a court holiday; in which case there will be no docket that week. Initially, participants will appear before the judge for a status hearing every week unless the court determines a participant may appear less frequently. During status hearings, the court will address sanctions or incentives where appropriate.

8.2 Individuals who appear for court under the influence of a substance or exhibit behaviors that may cause harm to self or others will meet with their attorney and their hearing continued to a future docket. Individuals are expected to behave in a manner appropriate for a courtroom. A participant who appears in court under the influence of a substance or exhibits inappropriate behavior may not be appropriate for Community Court and may be terminated from the program.

9 COMPLIANCE MONITORING AND STAFFING MEETINGS

9.1 Appearances are required weekly by each participant. Weekly appearances may be waived with prior approval from a judge; however, best practices include consistent contact with the Judge, so this option will be used only with cause. Some examples of waivers are participants working full-time jobs, engaged in inpatient treatment, or living out of the area. The frequency of appearances will be assessed based on the risk score of the participant and their individual circumstance.

9.2 Each week the coordinator communicates with the service providers to (1) provide new participant information (case-mandated referrals, Release of Information forms); and (2) to follow-up on the status of current participants with their respective services and/or community restoration hours. The coordinator sends a current list of participants and the services to which they were referred to each service provider to help track the participant's progress.

9.3 The coordinator collects updates on current participants and shares these updates at the staffing meeting that takes place before Community Court opens each Monday. Every Friday, the JA will send the docket for the following Monday to the service providers and Community Court core team members.

10 LEGAL DISPOSITIONS

- 10.1 When a participant has completed their program and complies with all the requirements of the program, the case will be dismissed at the time of graduation. If the participant fails to remain in compliance and is ultimately revoked, the case will be referred back to District Court for further proceedings.

11 CASE RESOLUTION AND COMPLETION

- 11.1 When a participant has completed his or her program and is in compliance with all of the requirements of the program, a graduation ceremony will commence at the conclusion of the morning docket in the community court courtroom. The graduation ceremony includes verbal recognition, applause, a certificate of completion, and a small token, as available. Graduations should be a significant and positive experience for the participant as well as others who are present. Service providers may be invited into the courtroom to attend the graduation.
- 11.2 The community court graduation honors the work each participant puts into their program. All present staff members are called into the courtroom. The participant is given a certificate, the order of dismissal for their case and a small gift. The judge, defense attorney, prosecutor, and coordinator may speak about their experience with the participant in the program and the participant is given an opportunity to speak as well. When holding this ceremony with other community court participants in attendance, it serves as a reminder of the Community Court's goal.

12 CASE PROCEDURES

- 12.1 Arrest Release and Citation. The initial contact begins with the Vancouver Police Department or the Clark County Sheriff's Office. The officer arrests or cites the individual for an eligible crime and the citation lists the appearance at community court at 1:00 p.m. the Monday immediately following the citation, along with information about the location and how to get there. If the citation is issued after noon on Thursday, but before Monday, the defendant will be cited in on the next Monday. Participants may also be referred from District Court and, if approved, set onto a Community Court docket.
- 12.2 Prosecutor Review. The prosecutor assigned to community court obtains a copy of the citation and police report. The prosecutor will review the case and criminal history of the individual for community court eligibility. Discovery is made available for the defense attorney through electronic means on an expedited basis.

12.3 Case Preparation. Court staff enters the new charge filed and prepares the electronic court file. An order appointing counsel will be prepared for the judge's signature, and counsel appointed, at the court's discretion, without need for financial screening. When the file is prepared, court staff prepares the first part of the electronic CCAT (the portion of the CCAT dealing with criminal record review).

12.4 Defense Review. The defense attorney receives discovery at the time of filing or shortly after. The defense attorney will review discovery prior to the court appearance on Monday.

12.5 Case Plan Duration. Each participant in Community Court will be provided with a case plan based on their initial assessment. The length of their participation in community court will vary based on the needs assessment, their history with prior referrals to Community Court, and criminal history. The purpose of community court is to promote participant accountability and provide links to individualized services in an expedited manner. Duration of case plans will be in keeping with the limited goals of Community Court.

12.6 Staff Meetings. Staffing meetings are weekly meetings facilitated by the coordinator to review each participant's status in the program. Typically, the prosecutor, defense attorney, defense paralegal, law enforcement representative, judge and coordinator are all in attendance. Staffing meetings begins at noon before scheduled community court dockets.

13 INCENTIVES AND SANCTIONS

13.1 The following incentives are provided to all City of Vancouver- Clark County Community Court participants to encourage participation in the community court program, as funding and resources allow:

- C-TRAN pass during program participation
- Lunch provided after court appearance
- Atmosphere of respect and support
- Gift cards
- Snacks

13.2 Participants who accomplish certain milestones such as new employment, new housing, birthdays, and length of sobriety, or have a high level of program compliance may also receive other incentives, such as:

- Praise from Core Team members
- Praise and encouragement from the judge
- Early graduation

- Seen first in court
- Public recognition, such as applause
- 100% list on the board
- Certificate
- Gift card

13.3 Sanctions may be imposed for violations of Community Court policies and case plans where appropriate. Sanctions may include but are not limited to having a discussion with the judge, writing an essay or presenting an oral explanation, or additional community restitution hours.

13.4 Sanctions are used to hold participants accountable for misconduct during the program period and to bring participants back into compliance with the rules and requirements of the court. Jail is generally not an appropriate sanction for community court. Participants who do not wish to participate or whose behavior makes their participating problematic should be considered for termination from the program.

14 REVOCATION

14.1 The participant may be revoked from the program if they have committed new crimes and/or failed to comply with their case plan despite attempts to bring them into compliance with incentives and sanctions. Once revoked, the participant may resolve the matter and be sentenced in community court, or the matter may be set over to a District Court docket.

15 SERVICE PROVIDERS

15.1 Community Court service providers are vital to the program's success. Community Court partners with agencies to provide services as indicated in the case plan.

15.2 The following service providers are currently participating in Community Court:

- Department of Social and Health Services
- Columbia River Mental Health
- Community Services Northwest / Sea Mar Community Health
- Ideal Option
- XChange
- Recovery Café
- Lifeline Connections

- Clark County Veterans Assistance Center
- Council for the Homeless
- District Court Community Restitution

16 VOLUNTEERS

16.1 Community Court will establish a pool of volunteers and assign tasks as available and appropriate.

17 DATA COLLECTION AND STATISTICAL REPORTING

17.1 Community Court has identified performance measures to gauge its success over time in meeting its mission. To this end, the court collects data which it uses to streamline the decision making on treatment needs and monitoring of participants and program evaluation as well as its funding needs. Data collection is the responsibility of the court management analyst and is reviewed quarterly by the Court Administrator. The court's performance measures will help the team make decisions, set goals, and understand the flow of the cases.

17.2 Data collected includes the following:

- Successful completion of case plan; by offense and individuals
- Community restoration hours
- Community restoration dollar value
- Number of citations; by offense and individuals
- Number of opt-outs; by individuals
- Average days from incident to entry into the program
- Opt-in rate
- Warrants issued

18 FORMS

19 REFERENCES



Principles of Community Court

- Individualized justice
- Improve quality of life for participants and the community
- Promote fair, equitable and responsive policies
- Find family and community-oriented solutions
- Expand employment and education opportunities
- Emphasizing criminal offences that impact neighborhood livability, including areas that are ecologically sensitive or have a raised risk of fire.

Community Court partners

The foundation of Community Court is a collaboration of court and social service professionals, dedicated to helping participants reach practical and targeted solutions.

- City of Vancouver
- Clark County
- Clark County Veterans Assistance Center
- Clark County Volunteer Lawyers Program
- Columbia River Mental Health
- Council for Homeless
- Ideal Options
- Recovery Café
- Sea-Mar Community Health Centers
- Washington State Department of Social and Health Services



Learn more at cityofvancouver.us/communitycourt



Community Court

Community Court seeks to reduce and address quality of life offenses by utilizing a collaborative, problem-solving approach. The court promotes accountability while helping participants avoid future involvement in the criminal justice system.



How does it work?

Police officers will cite eligible offenses into Community Court at the next available court date. A prosecutor will screen the citation to ensure the case is appropriate. Example of eligible offenses include:

- Criminal Trespass 2 (RCW 9A.52.080)
- Disorderly Conduct (RCW 9A.84.030)
- Intoxicating Liquor in the Park (VMC 15.04.120)
- Park Curfew Violation (VMC 15.04.150)
- Pedestrian Interference (VMC 7.04.020)
- Unlawful Bus Conduct (VMC 7.13.040)
- Unlawful Camping (VMC 8.22.040)
- Unlawful Storage of Personal Property in Public (VMC 8.22.050)
- Unlawful Transit Conduct (RCW 9.91.025)
- Urinating in Public (VMC 7.10.020)



What's required?

If you have been cited to appear in Community Court, a court appointed attorney will be available at arraignment to discuss the process, review the police report, and provide advice prior to entering the program.

In addition to work crew assigned directly from the court, you will have a needs assessment, where you will be immediately required to meet and participate with providers* to help you navigate services such as:

- Housing
- Healthcare/insurance
- Mental/behavioral health/trauma therapy
- Valid identification
- Supplemental Security Income (SSI)/disability

**Most providers are available during Community Court hours*

Charges will be dismissed if program conditions are successfully completed. Failure to appear or participate will mean a warrant and the case will return to "regular" court.

Prosecutors can refer other charges, if necessary, to courts such as Substance Abuse Court, Mental Health Court, and Veteran's Court who can better serve more serious charges and individuals who may need longer term services.



When is Community Court?

Community Court is held on **Monday at 1:00 p.m.**, except public holidays.

Where is Community Court?

The Recovery Café, 3312 E Fourth Plain Blvd.

Clark County Council OKs camping ordinance that makes homeless eligible for Community Court

Councilors say law's goal is to connect homeless with help

By Alexis Weisend, Columbian staff reporter

Published: November 8, 2023, 6:05am



A homeless camp spreads out in a wooded area in Hazel Dell in 2019. (The Columbian files)

The Clark County Council adopted an unlawful camping ordinance Tuesday after a public hearing, motivated by increased levels of unsheltered homelessness across the county.

Although the ordinance makes camping under certain conditions misdemeanors, it makes the offenses eligible for Community Court — a special court for people with homelessness-related offenses where they can engage with services to have their charges dismissed.

“This is not for punitive direction,” Councilor Gary Medvivy said. “This is to provide services, to connect people with services, whether they want them or not.”

The ordinance and its changes

The eight-page-long ordinance goes into effect Nov. 17 and makes it more difficult to camp or store personal property in public places.

It bans camping between 6:30 a.m. and 9:30 p.m. on any county road, street, sidewalk or right-of-way; any entrance to or exit from any county-owned building or parking lot; and any county-owned or maintained buildings and parking lots. Camping in vehicles during that time frame on county property is also banned.

Camping on public property will not be allowed within 200 feet of a body of water; on any land used to operate a public water station, wastewater or stormwater facility; in parks; on the county railroad; and in natural areas.

The ordinance bans unlawful storage of personal property in public places, which is commonly associated with people experiencing homelessness, between 6:30 a.m. and 9:30 p.m.

Causing environmental damage or starting a fire around a campsite is banned on public property. Erecting structures, except those that are readily portable and used for shelter, such as tents, is also banned on public property.

The Clark County Prosecuting Attorney's Office added some changes to the draft ordinance Nov. 3 — four days before the public hearing — based on comments made by county councilors at their Oct. 24 meeting.

Camping on county roads, sidewalks, streets or rights-of-way that restricts a person's access to that property will be banned. The ordinance says the provision is intended to comply with the Americans with Disabilities Act.

Last year, a group of people with disabilities brought a federal class-action lawsuit against the city of Portland for failing to remove homeless camps blocking their access to sidewalks. The city settled in June, agreeing to clear at least 500 sidewalk-blocking camps.

Another addition to the ordinance: regardless of overnight shelter availability, it will be unlawful to camp where camping poses substantial danger to any person, an immediate threat or unreasonable risk of harm to public health or safety, or a disruption to vital government services.

The prosecutors' office got rid of a sentence that said a section on unlawful camping will not be enforced if there is no available shelter space.

A 2018 decision by the 9th U.S. Circuit Court of Appeals made it so unlawful camping ordinances cannot be enforced if there is no shelter space available at that time.

Although the ordinance does not include language about when it won't be enforced, it says law enforcement should determine whether there is available overnight shelter space for the person violating the ordinance. Any person who refuses to accept the open spot is subject to citation.

A new tool for the county

The council approved the ordinance unanimously.

The adoption comes just one day after the Vancouver City Council ratified three emergency orders related to homelessness.

At that meeting, city officials discussed a large, congregate shelter, called a bridge shelter, which is scheduled to be completed in December 2024. County councilors expressed interest in working with the city on the shelter.

"I think that is going to be important that we work together, finding a common solution for all of Clark County, not just Vancouver, not just in unincorporated Clark County, but all of us together," county Councilor Glen Yung said.

Although violations of the ordinance will be eligible for Community Court, Medvigy voiced concern about the possibility of people not showing up. Clark County Sheriff's Sgt. Todd Barsness said if people fail to appear, a warrant will be issued for their arrest.

"As we expand Community Court we need to expand the capability to remind people of their court dates, to provide transportation and to provide reminders before they get picked up off the street and arrested on a warrant," Medvigy said.

Beth Robinson, Therapeutic Specialty Courts coordinator, said in an email to The Columbian that failing to appear for Community Court is not unusual, due to the housing status of most participants.

"We recognize this and will keep their Community Court case open for six months once a warrant is issued," she said.

As of last month, the court's data shows that most people in Community Court are graduating from the program.

Yung said the ordinance in combination with Community Court will be a tool for getting people to services.

"These are real people that we're talking about, and I do believe that this ordinance is a reflection of that attitude," Yung said. "We have people that are just literally suffering and dying on the streets, and we cannot allow that to continue to happen."

ORDINANCE NO. 22-014

AN ORDINANCE of the City Council of the City of Camas adding a new Chapter 12.34 of the Camas Municipal Code related to unlawful camping and storage of personal property on public property and repealing Camas Municipal Code Section 12.32.090.

WHEREAS, pursuant to Article XI, Section 11 of the Washington Constitution and RCW 354.11.020, the City of Camas is authorized to regulate public property, including City Hall, the Community Center, parks, public rights-of-way, and all other public property within the City; and

WHEREAS, public property is intended to be used by the public for public purposes, including daily City operations, park recreational use, pedestrian, bicycle and vehicular transportation, and other public uses; and

WHEREAS, camping without adequate sanitation services, such as sewer, water, and garbage, presents a public health and safety concern; and

WHEREAS, it is important to maintain public property consistent with its intended use while balancing the needs of those experiencing homelessness with the impact on the entire community, avoiding environmental impacts to the City waterways and sensitive lands, and further avoiding the heightened risk of fires in wildfire impact areas as may heretofore be designated; and

WHEREAS, pursuant to *Martin v. City of Boise*, the Ninth Circuit Court of Appeals held: (1) that the Eighth Amendment to the United States Constitution prohibits cities from enforcing Ordinances that criminalize camping on all public property at all times; and (2) it is permissible for cities to enforce an ordinance that criminalizes camping in certain locations at all times, but only if the cities also do not enforce the prohibition of camping in other locations when there is no available shelter; and

WHEREAS; this Ordinance is intended to comply with the Court's decision in *Martin v. Boise* by limiting the areas; and

WHEREAS, law enforcement will comply with *Martin v. City of Boise* by making an inquiry of individuals, in certain situations and places as set forth herein, to ascertain whether they are homeless and offer them safe and legal shelter; and

WHEREAS, if no overnight shelter is available, then the provisions of this Ordinance will not be enforced, except in those areas specifically noted; and

WHEREAS, the City of Camas will continue to treat homeless individuals with respect, and dignity, striving to minimize harm and trauma, and in recognition that compassion in the truest sense is best served by enforcing reasonable limitations on the use of public facilities while offering assistance to those who find themselves in unfortunate circumstances; and

WHEREAS, the City has entered into an agreement with other local jurisdictions to create the "Ending Community Homelessness Organization" and is a participant in the Clark County Council for the Homeless which leads the regional effort to prevent and end homelessness in Clark County including the receipt of funding available for local organizations for the purpose of improving the coordination of existing services and with programs offering available overnight shelter for individuals experiencing homelessness; and

WHEREAS, officers of the City of Camas Police Department are trained in the appropriate measures utilized in interacting with those experiencing homelessness and the Council will endeavor to work with Administration to allow for the provision of such additional training to City staff in an effort to more fully engage and connect those individuals with existing services and outreach programs; and

WHEREAS, the City by and through Chapter 12.32 of the Camas Municipal Code has

heretofore adopted certain provisions related to time and place use of parks, including a general prohibition of camping as set forth in Section 12.32.090 which, by this Ordinance, shall be repealed and replaced by the specific terms herein;

NOW, WHEREFORE, THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

A new Chapter 12.34 of the Camas Municipal Code entitled “Unlawful Camping and Storage of Personal Property on Public Property” is hereby added to the Camas Municipal Code to provide as follows:

Chapter 12.34 Unlawful Camping and Storage of Personal Property on Public Property

Sections:

- 12.34.010 Purpose.
- 12.34.020 Definitions.
- 12.34.030 Unlawful camping or Storage of Personal Property in public places.
- 12.34.040 Penalty for Violations.
- 12.34.050 Enforcement.

12.34.010 Purpose.

The purpose of this Chapter is to prevent harm to the health or safety of the public and to promote the public health, safety and general welfare by prohibiting camping and storage of personal property on public property, which interferes with the rights of others to use the areas in the manner for which it is intended.

12.34.020 Definitions.

The following definitions are applicable to this Chapter:

- A. "Available Overnight Shelter" means a public or private shelter, with an available overnight space, open to an individual experiencing homelessness at no charge. Available Overnight Shelter also includes a hotel or motel that is temporarily made available to an individual experiencing homelessness at no charge.
- B. "Camp" means to pitch, use, or occupy camp facilities for the purposes of habitation, as evidenced by the use of camp paraphernalia.

- C. "Camp facilities" includes, but is not limited to, tents, huts, temporary shelters. "Camp facilities" does not include tents, huts, or temporary shelters when used temporarily in a park for recreation or play during daylight hours when the park is open to the public.
- D. "Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks or cooking facilities or equipment.
- E. "Park" means such properties and facilities as defined in Section 12.32.005 of the Code. Park also includes all associated areas, including parking lots for parks.
- F. "Public Property" means any real property, building, structure, equipment, sign, shelter, vegetation, trail, and public open space. including all associated areas such as parking lots, controlled or owned by the City or any other governmental agency.
- G. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.
- H. "Street" means any highway, lane, road, street, right-of-way, sidewalk, boulevard, alley, and every way or place in Camas open as a matter of right to public pedestrian and vehicular travel.
- I. "Wildfire Impact Area" means any public property specifically designated and defined by the Fire Marshal, following assessment, to constitute an area particularly vulnerable to a dangerous wildfire event during the period of any drought or adversely dry conditions only.

12.34.030 Unlawful Camping or Storage of Personal Property in public places.

A. It shall be unlawful for any person to camp or to store personal property, including camp facilities or camp paraphernalia, in the following areas:

- 1. Any park; or
- 2. Any street; or
- 3. Any public property, improved or unimproved.

12.34.040 Penalty for Violations.

- A. Violation of any of the provisions of this Chapter is a misdemeanor, punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment not to exceed ninety (90) days, or by both such fine and imprisonment. Notwithstanding, the maximum fine imposed for a first conviction for violation of this Chapter shall be no more than one hundred dollars (\$100.00).
- B. Prior to imposing any fine for violation of this Chapter, the Court shall make an inquiry into a person's ability to pay. The Court is explicitly authorized to impose a requirement

to perform community service in lieu of paying a fine.

12.34.050 Enforcement.

- A. A violation of CMC 12.34.030 shall be enforced at all times within 100 feet of the nearest edge of the Columbia River, Washougal River, Lacamas Lake, Lacamas Creek, and Round Lake; within any part of Crown Park, Forest Home Park, Dorothy Fox Park, Grass Valley Park, and Prune Hill Sports Park; within 200 feet of any play or sports field, playground equipment, or picnic areas or shelters within any other designated City Park; or within any wildfire impact area.
- B. Except as provided in subsection (A) of this Section, a violation of CMC 12.34.030 shall be enforced as follows:
 1. Prior to issuing any citation or arrest pursuant to this Chapter, the investigating officer shall inquire whether the unlawful camping and storage of personal property is due to homelessness. If the officer learns that such is the case, the officer shall determine, in accordance with relevant department policy, there is Available Overnight Shelter to accommodate the subject of the investigation. If the officer determines there is no Available Overnight Shelter, the officer shall not issue a citation.
 2. If the officer determines there is Available Overnight Shelter, the officer may, within their discretion:
 - a. Provide directions to the shelter location; or
 - b. Offer one-time transport to the shelter locations.
 3. Any individual who refuses to accept the shelter space offered is subject to citation or arrest pursuant to Section 12.34.040.

Section II

Camas Municipal Code Section 12.32.090 is hereby repealed.

Section III


This ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this 6th day of September 2022.

SIGNED: 
Mayor

ATTEST: 
Clerk

APPROVED as to form:


City Attorney



Staff Report

December 18, 2023 Council Workshop Meeting

State Requirements for Middle Housing and Accessory Dwelling Units
Presenter: Alan Peters, Community Development Director and Madeline Sutherland, Planner
Time Estimate: 30 minutes

Phone	Email
360.817.7254	apeters@cityofcamas.us

BACKGROUND: The Washington State Legislature passed two significant housing bills during the 2023 legislative session dealing with middle housing (HB 1110) and accessory dwelling units (ADUs) (HB 1337). In short, these bills updated the Growth Management Act (GMA) to require that cities allow at least two dwelling units per lot and at least two ADUs per lot in residentially zoned areas. While the City’s zoning code already has provisions for middle housing and ADUs, and the City has adopted Comprehensive Plan policies and a Housing Action Plan that support a diversified housing stock, these bills will require Camas and most cities in Washington to revise their regulations to allow for a greater number and increased types of housing in areas traditionally dedicated to single-family detached housing.

SUMMARY: Middle housing includes a range of housing options between single-family homes and large apartment buildings. These housing types include accessory dwelling units (ADUs), duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, and cottage housing. These housing options are designed to be compatible in scale, form, and character with single-family homes. The goal of missing middle housing is to expand the housing options for the community. Missing middle housing creates a variety of home types for all stages of life. These stages include moving in together, home ownership, growing family, separation, empty nest, and multigenerational homes.

Accessory dwelling units (ADUs) are small, self-contained residential units located on the same lot as an existing single-family home. As the term "accessory" implies, ADUs are generally defined to be smaller in size and prominence than the main residence on the lot yet have all the basic facilities needed for day-to-day living independent of the main home, such as a kitchen, sleeping area, and a bathroom.

The Camas Municipal Code (CMC) allows for a range of housing types in nearly all multifamily zones, including single-family homes, duplexes, cottage housing, apartments, townhomes, and ADUs. Single-family residences are allowed in single-family, multi-family, and mixed-use zones. However, other missing middle housing options like duplexes, townhomes, apartments, and cottage housing are restricted to multi-family zones. A conditional use permit is required to build a duplex in the single-family zone. A conditional use permit process includes a public hearing

where the Hearings Examiner makes a final decision based on whether the duplex meets certain criteria in code, such as blending in with the surrounding neighborhood.

The table below identifies where middle housing and ADUs are allowed in the City of Camas.

Table 1: CMC 18.07.030 - Residential and multifamily land use table

Authorized Uses in Residential and Multifamily Zones

	Single Family Zone	Multi-Family Zone
<i>Apartments</i>	Not Permitted unless part of North Shore Low Density or PUD	Permitted
<i>Cottage Housing</i>	Not Permitted unless part of North Shore Low Density or PUD	Permitted in Multi-Family Cottage Overlay or North Shore High Density
<i>Duplex</i>	Conditional Use Permit – Requires Public Hearing	Permitted
<i>Townhomes</i>	Not Permitted unless part of North Shore Low Density or PUD	Permitted
<i>Single-Family Homes</i>	Permitted	Permitted
<i>ADU's</i>	Permitted w/ Single-Family Home	Permitted w/ Single-Family Home

All the above-mentioned housing types must comply with the setbacks, height, and landscaping standards in the zone in which the building is located. ADUs are limited to 40% of the primary structure's square footage. For example, if the single-family home is 2,000 square feet, the ADU could be up to 800 square feet. All other housing types must follow the same requirements as a single-family home in the applicable zoning.

HB 1110 – Middle Housing

HB 1110 requires some cities in Washington to allow certain minimum densities for middle housing in all residential zones. Cities with population of at least 25,000 but less than 75,000 are required to allow at least two dwelling units per lot, and four dwelling units per lot if at least one unit is affordable. Cities are required to update their zoning and development regulations to implement these requirements within six months of their next periodic review deadline. Camas's deadline for implementation is December 30, 2025.

To comply with HB 1110, cities must allow at least six of the following nine types of middle housing units: duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses stacked flats, courtyard apartments, cottage housing. Cities can also count ADUs towards the required unit density per lot.

Generally, the bill requires that standards for middle housing may not be more restrictive than those required for detached single-family residences. However, cities may apply objective design standards for middle housing to address compatibility with single-family houses, even if there are no design standards for single-family houses in place. Engineering requirements can also be

different but should be based on the number of dwelling units rather than based on a specific type of residential building.

The Department of Commerce is currently developing a model ordinance for implementing the requirements of HB 1110. A final draft of this model ordinance is due by January 23, 2024. If any city has not passed ordinances, regulations, or other official controls by the required implementation deadline, the model ordinance supersedes, preempts, and invalidates local development regulations until the city takes all actions necessary to implement the state middle housing requirements.

HB 1337 – Accessory Dwelling Units

HB 1337 requires all GMA municipalities – regardless of population – to allow at least two ADUs per lot in all urban growth areas for lots that meet the minimum lot size required for the principal housing unit. Local regulations must also permit ADUs to be attached, detached or a combination of both types. The bill also includes several other requirements for ADUs, as follows:

Maximum ADU size standard: Cities must allow ADUs to be at least 1,000 square feet in size and cannot set a maximum height of less than 24 ft. (ADUs in Camas are currently limited to 40% of the size of the principal unit, with no maximum size)

Owner occupancy: A local government may not require owner occupancy for a principal unit or ADUs. (Owner occupancy is a current requirement in Camas)

Allow separate sale of ADUs: Local governments may not prohibit the sale or other conveyance of a condominium unit independently of a principal unit solely on the grounds that the condominium unit was originally built as an ADU.

Development standards and design review: Local governments may not impose aesthetic standards or requirements for design review, or setback requirements, yard coverage limits, tree retention mandates, or restrictions on entry door location that are more restrictive than those required for the principal unit.

Impact fees: Impact fees for ADUs are limited to no more than 50% of those assessed to the principal housing unit.

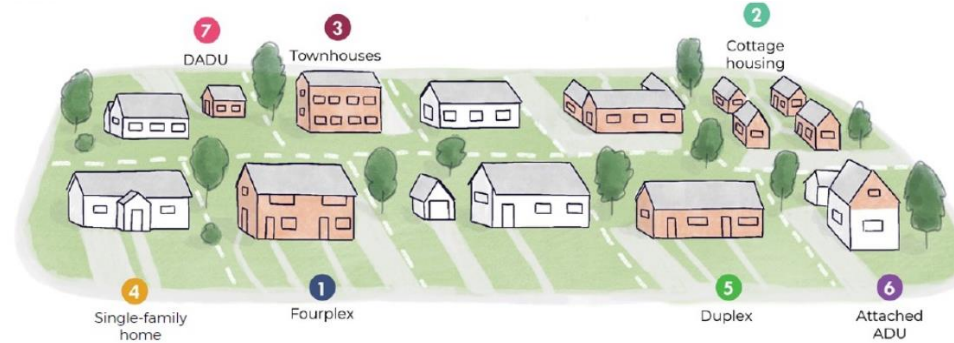
Our Camas 2045 – Comprehensive Plan Update

Current state law requires Camas to implement new middle housing and ADU requirements by six months after the next periodic update (December 30, 2025). As part of *Our Camas 2045*, the following steps will be taken to update the Comprehensive Plan Housing element with new goals and policies to comply with new requirements and meet the housing needs of the whole community.

1. Housing Element and Housing Action Plan Audit
2. Housing Needs Assessment and Housing Market Evaluation

3. Updated Housing Policies and Housing Element
4. Input into Land Use Growth Scenarios
5. Development of code updates

RECOMMENDATION: This item is informational only.



Middle Housing & ADUs

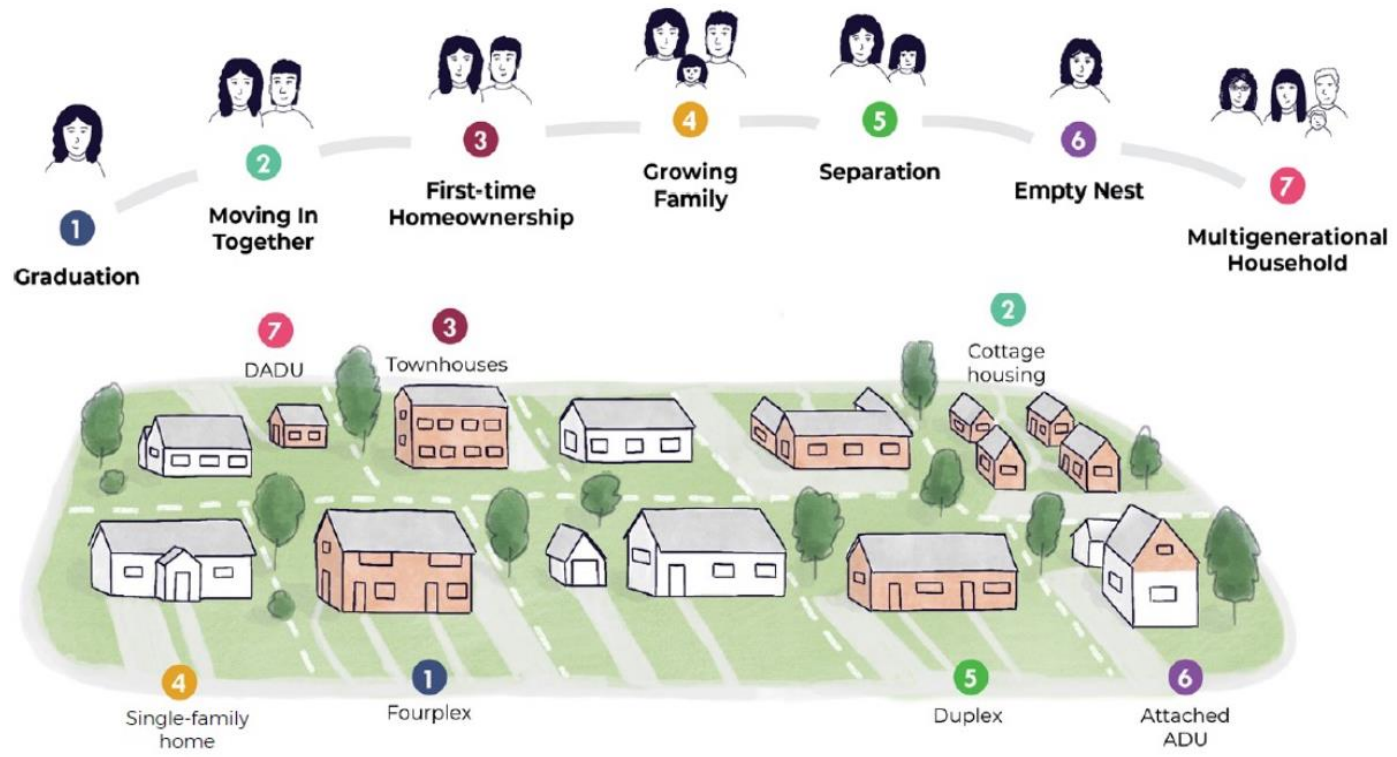
December 18, 2023 City Council Workshop

Overview

- What is Middle Housing?
- What is allowed in Camas today?
- What do the Comprehensive Plan and Housing Action Plan say?
- What are the new Growth Management Act requirements?

What is Middle Housing?

- Housing types between single-family homes and apartments
- Compatible in scale, form, and character with single-family houses
- Options for all life stages
- Sometimes referred to as “missing middle” or “gentle density”



Middle Housing Types

- Accessory Dwelling Units (ADUs)
- Duplexes
- Townhomes (triplexes, fourplexes, fiveplexes, sixplexes)
- Stacked Flats
- Courtyard Apartments
- Cottage Housing



Single-family housing

- Larger units
- Low density
- More expensive to build on a per-unit basis



MIDDLE HOUSING

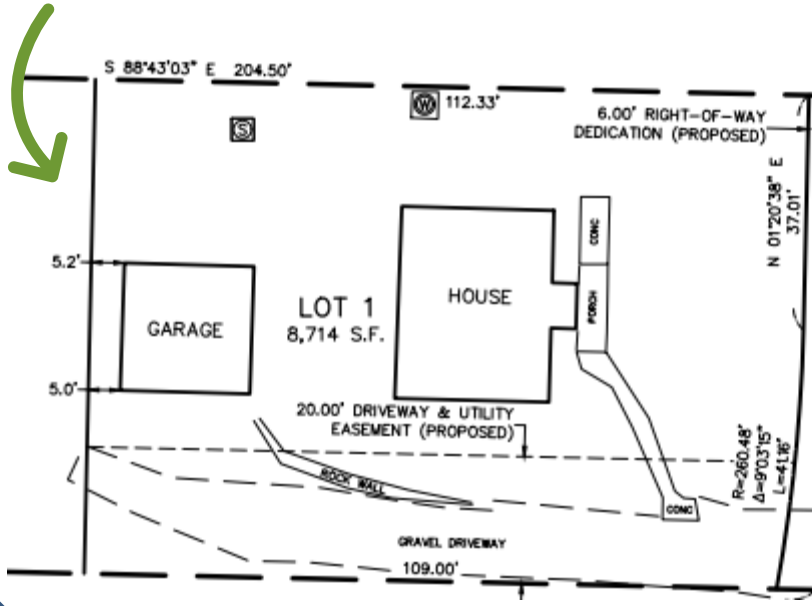


Multifamily housing

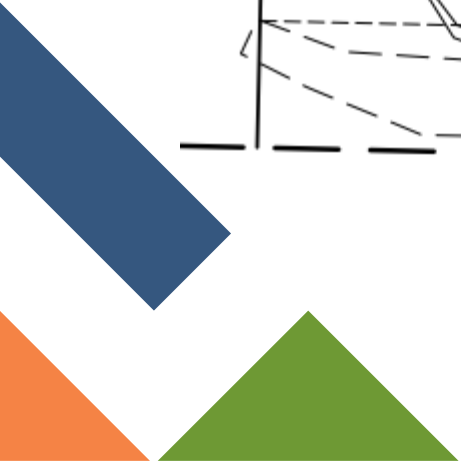
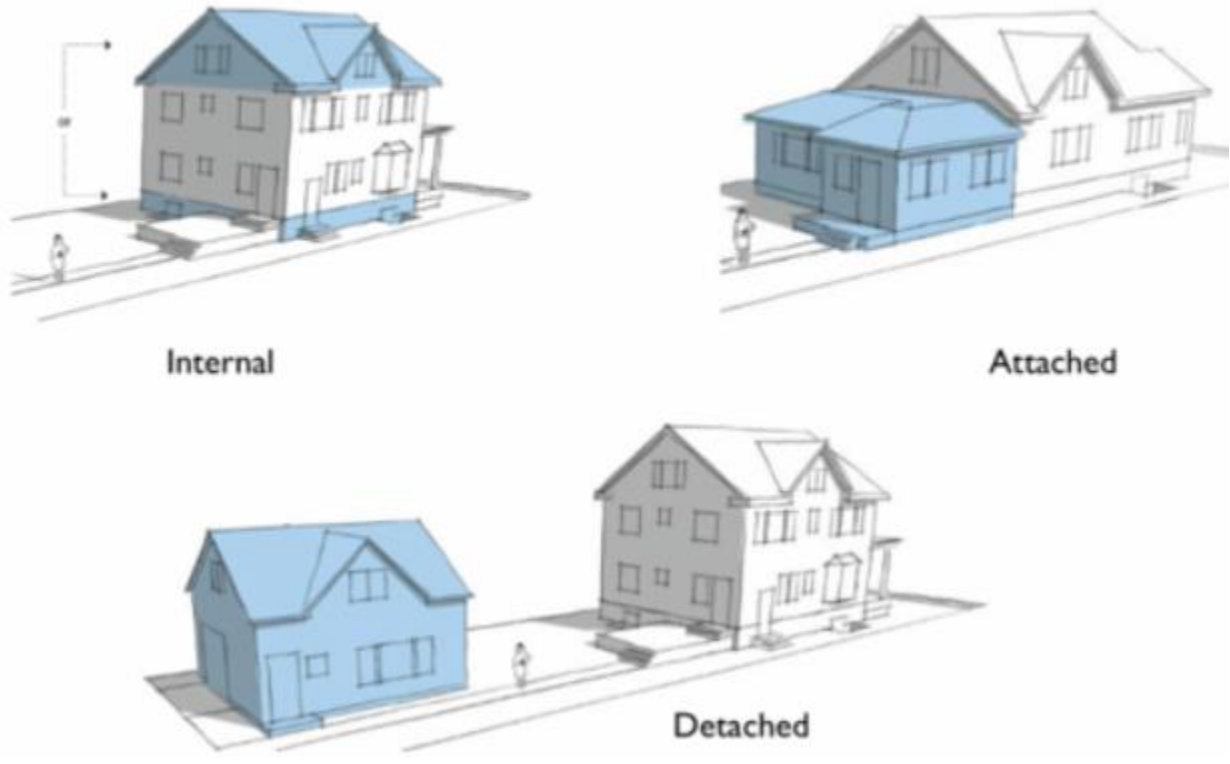
- Smaller units
- High density
- Less expensive to build on a per-unit basis

ADUs

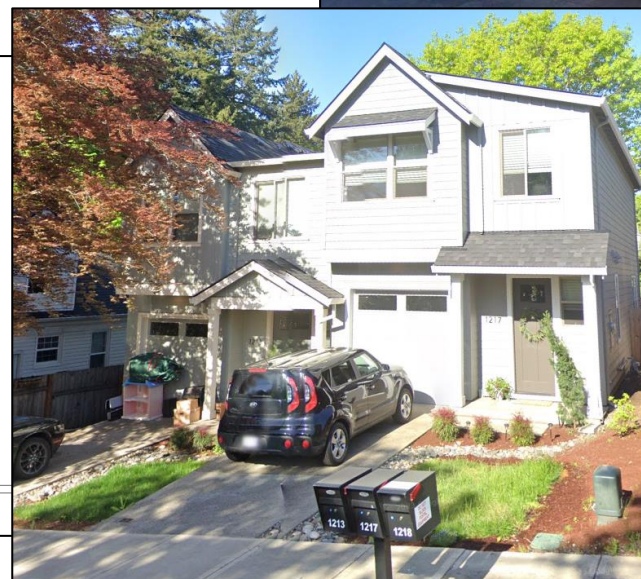
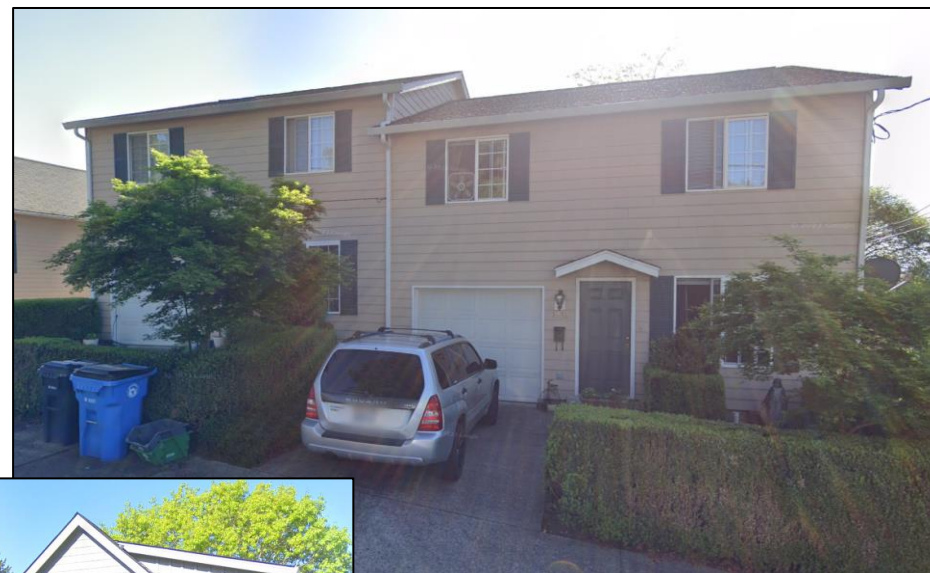
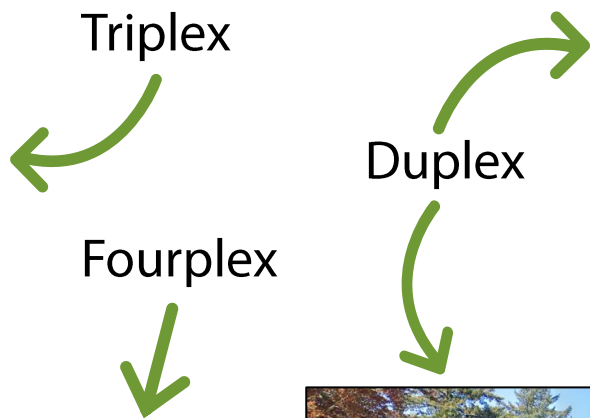
Site Plan of Camas ADU: Detached Garage Conversion



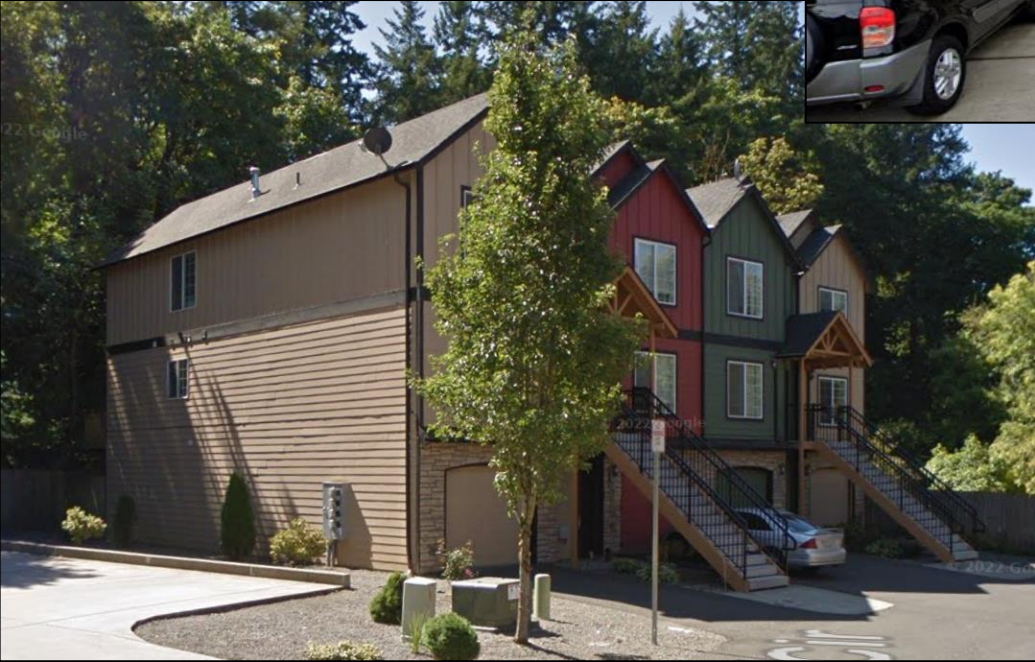
What is an ADU?



Duplex, Triplex, Fourplex



Townhomes



Townhomes
in Camas



Stacked Flats



Item 4.

Courtyard Apartments



Cottage Housing



Approved cottages in Camas

Where in Camas are Middle Housing & ADUs allowed?

	Single Family Residential Zones	Multi-Family Residential Zones
Apartments	<u>Not Permitted</u> unless part of NS-LD or PUD	Permitted
Cottage Housing	<u>Not Permitted</u> unless part of NS-LD or PUD	<u>Not Permitted</u> unless part of MF Cottage Overlay or NS-HD
Duplex	Conditional Use Permit	Permitted
Townhomes	<u>Not Permitted</u> unless part of NS-LD or PUD	Permitted
Single-Family Homes	Permitted	Permitted
ADUs	Permitted	Permitted

Commercial & Industrial Zones

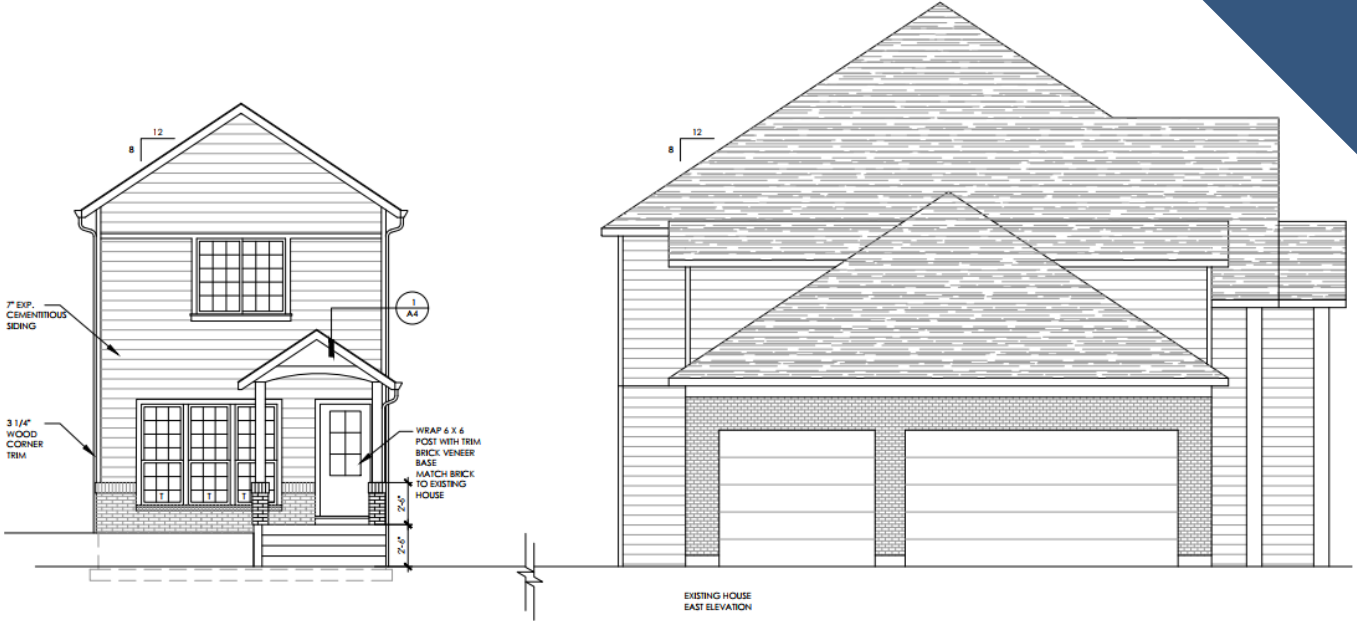
Zoning Districts	Downtown Commercial	Community Commercial	Regional Commercial	Mixed Use	Mixed Use North Shore
Duplex	C/P7	X	X	P	P
Apartment/Townhomes	C/P7	X <u>/P¹⁰</u>	<u>X/P¹⁰</u>	C	P
Cottage Housing	X	X	X	X	P
Single-Family Dwelling	X	X	X	P	X
ADUs	Permitted w/ Single-Family Home				

⁷ Permitted part of MX building if not on ground floor

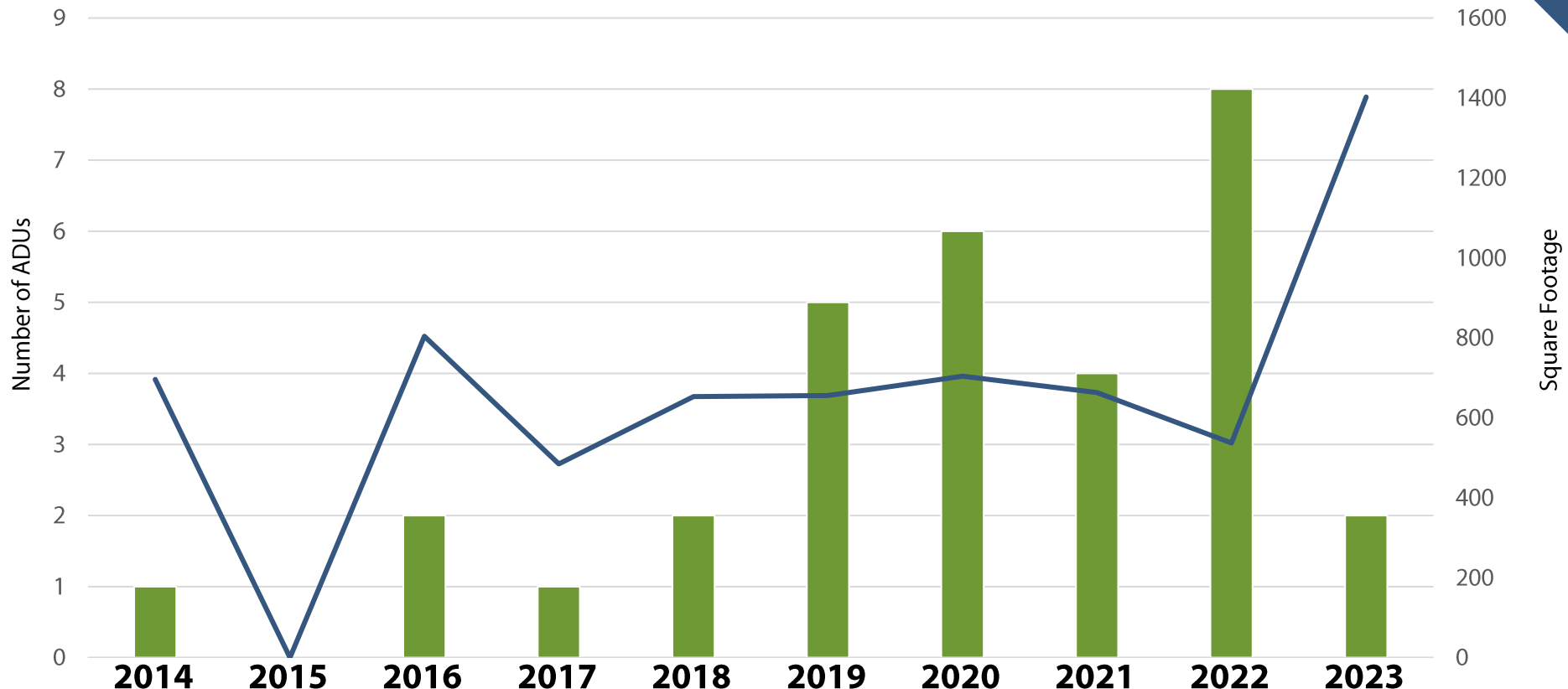
¹⁰ Permitted part of master planned development, 10+ acres req.

ADU Requirements

- One (1) per legal lot
- Owner-occupancy
- Architectural compatibility
- Maximum 25 ft. height
- Maximum sq. ft. up to 40% of the primary dwelling



ADU Permit History



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
# of ADUs	1	0	2	1	2	5	6	4	8	2
Average Size (SF)	696	0	804	485	653	656	704	663	537	1403

What does Camas 2035 say?

2 HOUSING

2.1 Vision

In the year 2035, residents of Camas continue to appreciate their safe, diverse, and welcoming community. Those raised in Camas will return for family-wage jobs and to ultimately retire here. Camas is a well-planned and connected city where residents enjoy pedestrian and bicycle paths between neighborhoods and to downtown. There is a wide variety and range of housing for all ages and income levels.

Citywide Housing Goal

H-1: Maintain the strength, vitality, and stability of all neighborhoods and promote the development of a variety of housing choices that meet the needs of all members of the community.

Affordable Housing Goal

H-2: Create a diversified housing stock that meets the needs of all economic segments of the community through new developments, preservation, and collaborative partnerships.

Senior and Special Needs Housing Goal

H-3: Encourage and support a variety of housing opportunities for those with special needs, particularly those with challenges relating to age, health, or disability.

What does the Housing Action Plan say?

- **Strategy 3:** Diversify Allowed Housing Types and Update Related Lot and Dimensional Standards



Table 29: Proposed Changes to Authorized Uses in Residential and Multifamily Zones

RESIDENTIAL USES	CURRENT USES		PROPOSED USES	
	R	MF	R	MF
Apartments	P*	P	P*	P
Duplex or two-family dwelling	C	P	P	P
Residential attached housing for three or more units (e.g., rowhouses)	X/P*	P	P	P
Single-family dwelling (detached)	P	P	P	P
Cottage housing	X	P**	P	P

*Permitted in the R zones as part of a planned development only.

**Cottage housing is currently permitted as a zoning overlay in MF zones.

What are the new GMA requirements?

- HB 1110, Middle Housing
- HB 1337, ADUs



HB 1110 – Middle Housing

- **In cities with populations of 25,000 to 75,000 persons, it legalizes two (2) homes per residential lot (duplexes), and four (4) per lot if located within a quarter-mile of a major transit stop or if one (1) of the homes are affordable.**
 - Affordable: 60% MHI for rental and 80% MHI for owner
- Cities must adopt zoning that complies with the bill within six months of completing their next Comprehensive Plan update.
- Model ordinance and user guide in process by Department of Commerce

	Minimum number of middle housing units that must be allowed per lot in predominately residential zones	NEAR A MAJOR TRANSIT STOP: Minimum number of middle housing units that must be allowed per lot within ¼ mile walking distance of major transit stop in predominately residential zones	WITH AFFORDABLE HOUSING: Minimum number of middle housing units that must be allowed per lot with affordable housing in predominately residential zones where density in applicable zone does not otherwise allow this number (See also HB 1110, Sec. 3(2))
TIER ONE: Cities with population of at least 75,000 E2SHB 1110, Sec. 3(1)(b)	4 du/lot, unless zoning permits higher densities	6 du/ lot, unless zoning permits higher densities	6 du/lot if at least 2 units are affordable, unless zoning permits higher densities
TIER TWO: Cities with population of at least 25,000 but less than 75,000 E2SHB 1110, Sec. 3(1)(a)	2 du/lot unless zoning permits higher densities	4 du/lot, unless zoning permits higher densities	4 du/lot if at least 1 unit is affordable, unless zoning permits higher densities
TIER THREE: Cities with population under 25,000 that are contiguous with a UGA that includes the largest city in a county with a population over 275,000 E2SHB 1110, Sec. 3(1)(c)	2 du/lot, unless zoning permits higher densities	N/A	N/A

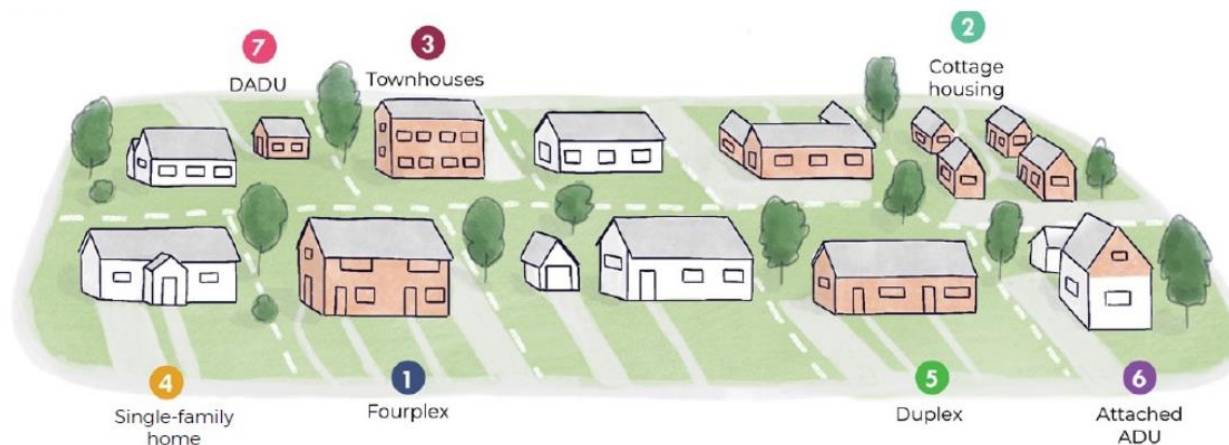
Vancouver

Camas

Washougal

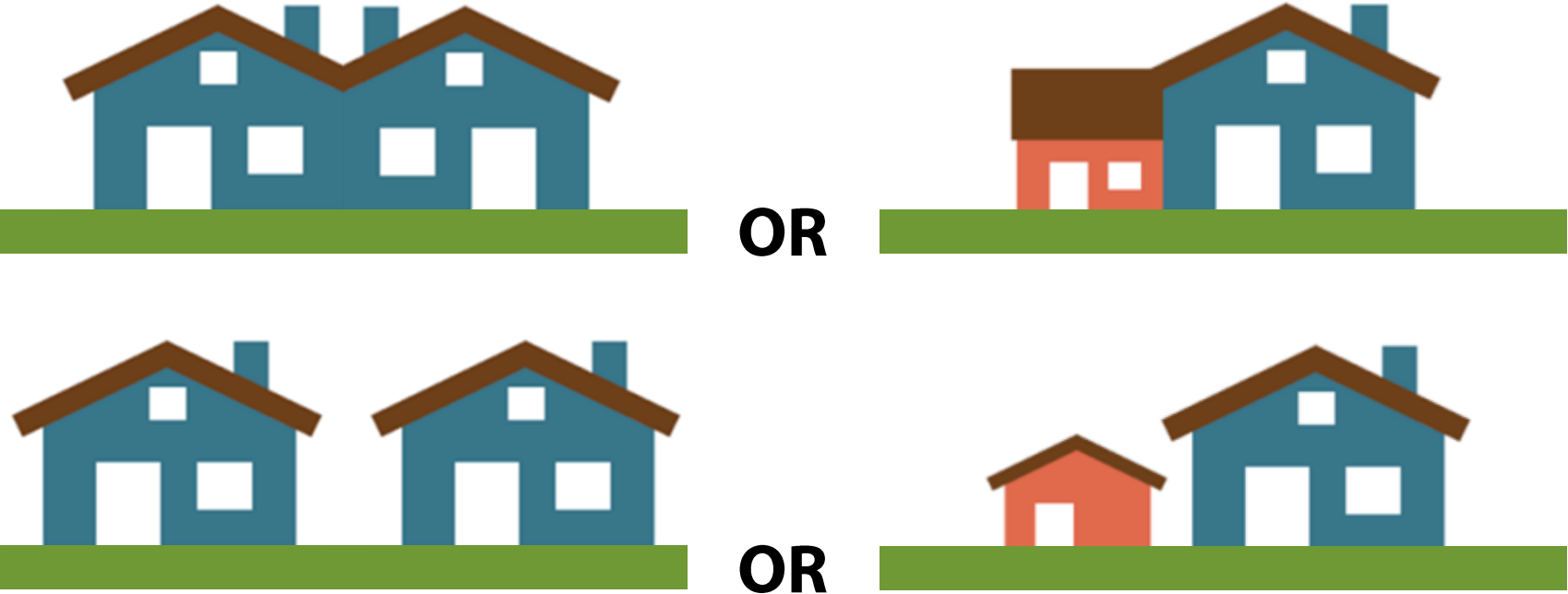
How is Middle Housing defined?

- **"Middle Housing"** means buildings that are **compatible in scale, form, and character with single-family houses** and contain two or more **attached, stacked, or clustered** homes including **duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, and cottage housing.**
(RCW 36.70A.020 (26))



What about ADUs?

- Cities may allow accessory dwelling units to achieve the unit density required.



Applicability

- Applies to all lots zoned predominantly for residential use.
- Does not apply to lots designated with critical areas or their buffers.
- Homeowners' Associations
 - Homeowners' association governing documents created after July 23, 2023, may not actively or effectively prohibit the construction, development, or use of additional housing.



Implementation Considerations

- Zoning
 - amend existing zones;
 - create a “middle housing overlay zone”; or
 - create a new zone or zone.
- Infrastructure
 - Development standards cannot be generally more restrictive for middle housing than for detached single-family residences, but . . .
 - Differences in standards are appropriate when they are based on the number of dwelling units (not based on the specific type of residential building)
 - Some discretion is appropriate to account for functional and utilitarian differences between middle housing and detached single-family residences and to promote public health, safety, and welfare.

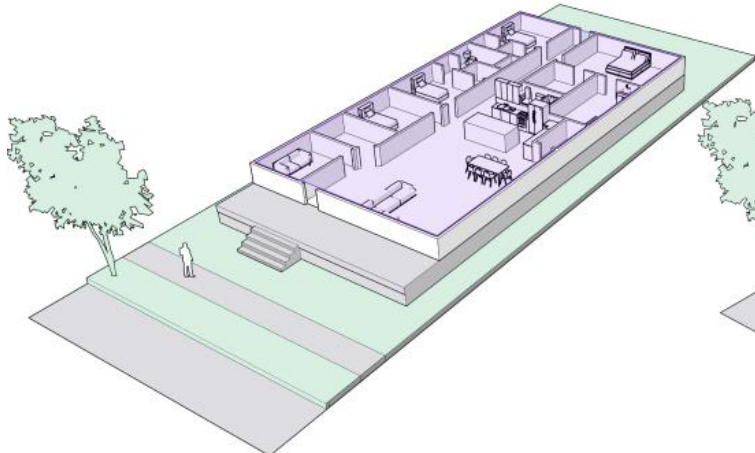


Restrictions

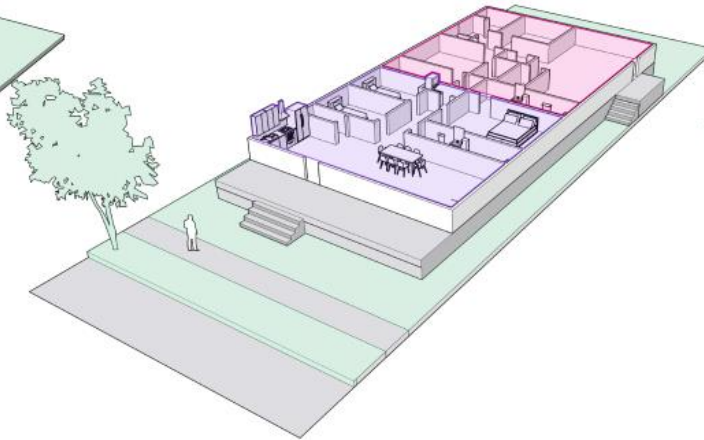
- Standards for middle housing may not be more restrictive than those required for detached single-family residences.
 - May still apply any objective development regulations that apply to single-family residences, including set-back, lot coverage, stormwater, clearing, and tree canopy and retention requirements.
 - Shall apply the same development permit and environmental review processes that apply to detached single-family residences including shoreline regulations and building code.

Compatibility with Single-Family

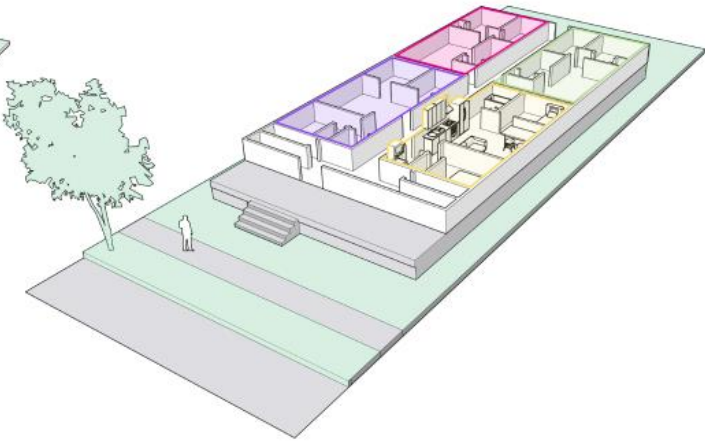
- Required to follow the same regulations as single-family home (i.e., setbacks, building envelope, height, etc.)



Single-Unit Detached Unit



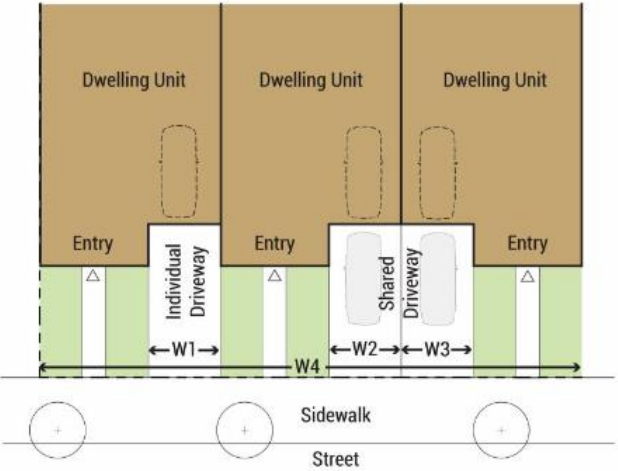
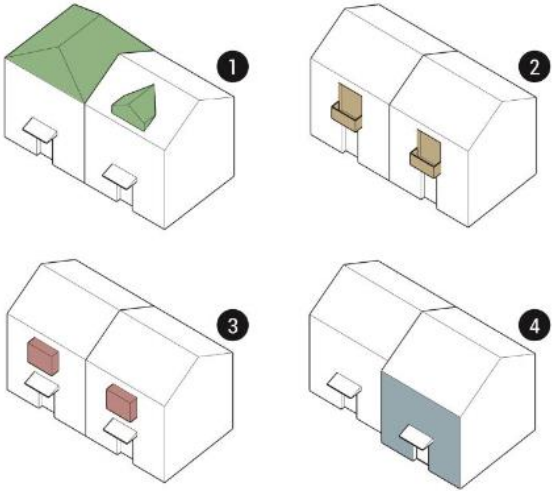
Duplex



Fourplex

Design Standards

- The definition of “middle housing” describes it as “...buildings that are **compatible in scale, form, and character with single-family houses...**”
- Cities may apply objective design standards for middle housing to address compatibility with single-family houses, *even if there are no design standards for single-family houses in place.*
 - Design standards should include objective, measurable standards which address compatibility issues of scale, form, and character.



Model Ordinance

- The Department of Commerce is currently developing a model ordinance for implementing the requirements of HB 1110. A final draft of this model ordinance is due by January 23, 2024.
- If any city has not passed ordinances, regulations, or other official controls by the required implementation deadline, **the model ordinance supersedes, preempts, and invalidates local development regulations** until the city takes all actions necessary to implement the state middle housing requirements.



HB 1337 – Two ADUs

- **Allows two ADUs per lot in any configuration of attached and detached options.**
- Prohibits owner occupancy requirements.
- Allows a minimum size of at least 1,000 square feet.
- Allows the sale of ADUs as independent units.
- Caps impact fees at 50 percent of those charged on single-detached houses.
- Must be in compliance 6 months after completing next Comprehensive Plan

Allow at least two ADUs per lot

- Two ADUs on a legal lot, which must be allowed to be any combination of:
 - One attached and one detached;
 - Two attached ADUs; or
 - Two detached ADUs



May not require owner occupancy

- The primary residence owner cannot be required to live on-site (i.e., neither in the primary residence nor an accessory dwelling unit)



Allow separate sale of ADUs

- May be conveyed as a condominium unit or as a unit lot subdivision
- Intended to promote home ownership, since an ADU is usually a lower-cost housing option than a single-family residence
- A few local governments in Washington State have allowed ADUs to be sold as condominiums for several years, including:
 - Seattle
 - Spokane
 - Kirkland



Size limitations

- Set maximum size limits at no less than 1,000 sq. ft.
- Set maximum roof height of no less than 24 feet.

Other Requirements

- May not impose stricter standards for ADUs than those imposed on the principal units for:
 - Setbacks
 - Yard coverage
 - Design standards
 - Tree retention mandates
- Must allow ADU conversions of existing structures, including detached garages (even if they violate current setback or lot coverage requirements)



Summary

- Current state law requires Camas to implement new middle housing and ADU requirements by six months after the next periodic update (December 30, 2025).
- As part of *Our Camas 2045*, the Housing element will be updated with new goals and policies to comply with new requirements and meet the housing needs of the whole community.
 - ✓ Housing Element and Housing Action Plan Audit
 - ✓ Housing Needs Assessment and Housing Market Evaluation
 - ✓ Updated Housing Policies and Housing Element
 - ✓ Recommendations for code updates
 - ✓ Input into Land Use Growth Scenarios



Middle Housing Grant

- \$75,000 for activities that support the preparation and adoption of policies and/or codes and other measures specific to implement middle housing by applicable statutory deadlines.

Action 1	Middle Housing Assessment and Housing Market Evaluation
Deliverable 1	Middle Housing Needs Assessment and Housing Market Memorandum
Action 2	Middle Housing Stakeholder Outreach
Deliverable 2	Middle Housing Public Outreach Results Report
Action 3	Prepare Draft Middle Housing Development Regulation Amendments and Middle Housing Comprehensive Plan Policies
Deliverable 3	Draft Middle Housing Ordinance and adopted Comprehensive Plan updates



Questions

