



## City Council Regular Meeting Agenda Monday, July 17, 2023, 7:00 PM Council Chambers, 616 NE 4th AVE

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*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](http://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/88544014593> (public comments may be submitted to [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us))

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## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **PUBLIC COMMENTS**

This is the public's opportunity to comment about any item on the agenda, including items up for final Council action.

## **CONSENT AGENDA**

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

1. [July 3, 2023 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [\\$109,600 Gray and Osborne, Inc. Prune Hill Park Pump Station Construction Professional Services Agreement](#)  
[\(Submitted by Rob Charles, Utilities Manager\)](#)
4. [\\$216,193.85 Correct Equipment, Inc Bid Award with up to 10% change order authorization](#)  
[\(Submitted by Rob Charles, Utilities Manager\)](#)
5. [\\$94,345.55 MacKay Sposito NW Lake and Sierra Intersection Improvements Professional Services Agreement](#)  
[\(Submitted by James Carothers, Engineering Manager\)](#)
6. [\\$313,170 Gray and Osborne Inc. Northshore and Crown Road Transmission Mains Professional Services Agreement](#)  
[\(Submitted by James Carothers, Engineering Manager\)](#)

## **NON-AGENDA ITEMS**

7. Staff
8. Council

## **MAYOR**

9. Mayor Announcements
10. [Amendment to 2023 Council Appointments](#)  
[Presenter: Steve Hogan, Mayor](#)  
[Time Estimate: 5 minutes](#)

## **MEETING ITEMS**

11. [Public Hearing - North Shore Subarea Zoning Text Amendments, Zoning and Comprehensive Plan Map Amendments, and Design Manual](#)  
[Presenter: Alan Peters, Community Development Director and Robert Maul, Planning Manager](#)  
[Time Estimate: 30 minutes](#)
12. [Public Hearing - HSR Capital \(Webberley Property\) Annexation Request](#)  
[Presenter: Alan Peters, Community Development Director](#)  
[Time Estimate: 20 minutes](#)

## **PUBLIC COMMENTS**

## **CLOSE OF MEETING**





**City Council Workshop Minutes - Draft**  
**Monday, July 3, 2023, 4:30 PM**  
**Council Chambers, 616 NE 4th AVE**

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

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## **CALL TO ORDER**

Mayor Steve Hogan called the meeting to order at 4:30 p.m.

## **ROLL CALL**

Present: Council Members Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein, Leslie Lewallen, John Nohr, and Jennifer Senescu

Staff: Sydney Baker, Heidi Bealer, James Carothers, Rob Charles, Carrie Davis, Shaun Ford, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Trang Lam, Robert Maul, Alan Peters, Doug Quinn, and Steve Wall

Press: Kelly Moyer (Camas-Washougal Post Record)

## **PUBLIC COMMENTS**

John Ley, commented about the Lacamas Lake Plan and the North Shore Subarea.

Deede Vultaggio, Camas, commented about the North Shore.

## **WORKSHOP TOPICS**

1. Mission Control Monitoring System for Sewer Lift Stations  
Presenter: Rob Charles, Utilities Manager

This item will be placed on the July 17, 2023 Regular Meeting Consent Agenda.

2. Prune Hill Park Lift Station Upgrade Construction Services Agreement  
Presenter: Rob Charles, Utilities Manager

This item will be placed on the July 17, 2023 Regular Meeting Consent Agenda.

3. NW Lake and Sierra Intersection Improvements Professional Services Agreement  
Presenter: James Carothers, Engineering Manager

This item will be placed on the July 17, 2023 Regular Meeting Consent Agenda.

4. Northshore and Crown Road Water Transmission Mains Public Services Agreement  
Presenter: James Carothers, Engineering Manager

This item will be placed on the July 17, 2023 Regular Meeting Consent Agenda.

5. North Shore Subarea Design Review Manual, Code Changes and Adoptive Maps  
Presenter: Alan Peters, Community Development Director and Robert Maul, Planning Manager

This item was for council's information only.

6. Lakes Management Plan Update Presentation  
Presenter: Steve Wall, Public Works Director

This item was for council's information only.

7. Staff Updates  
Presenter: Doug Quinn, City Administrator

Due to time constraints, Staff Updates were moved to the July 3, 2023 Regular Meeting.

## **COUNCIL COMMENTS AND REPORTS**

Due to time constraints, Council Comments were moved to the July 3, 2023 Regular Meeting.

## **PUBLIC COMMENTS**

Phillip Mitchell, Camas, commented about the North Shore Subarea.

Deede Vultaggio, Camas, commented about the North Shore Subarea.

## **CLOSE OF MEETING**

The meeting closed at 6:40 p.m.



**City Council Regular Meeting Minutes - Draft**  
**Monday, July 3, 2023, 7:00 PM**  
**Council Chambers, 616 NE 4th AVE**

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

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**CALL TO ORDER**

Mayor Steve Hogan called the meeting to order at 7:00 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Present: Council Members Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein, Leslie Lewallen, John Nohr, and Jennifer Senescu

Staff: Sydney Baker, Heidi Bealer, James Carothers, Rob Charles, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Tina Jones, Trang Lam, Shawn MacPherson, Robert Maul, Alan Peters, Doug Quinn, and Steve Wall

Press: No one from the press was present

**PUBLIC COMMENTS**

Randal Friedman, Camas, congratulated the new Police Chief.

Scott Hogg, Camas, commented about the Lake Management Plan.

Stephen Dabasinskas, Camas, commented about consultants.

**OATH OF OFFICE**

1. Oath of Office for the new Camas Police Chief, Tina Jones.

**CONSENT AGENDA**

2. Camas City Council June 20, 2023 Workshop and Regular Meeting Minutes Approval
3. \$2,943,649.02 Automated Clearing House and Claim Checks 154452 -154459
4. \$134,194.01 WSP, Inc Well 6-14 Water Line Design and Permitting Professional Services Agreement  
(Submitted by Rob Charles, Utilities Manager)
5. \$134,184.75 for April 2023 Emergency Medical Services (EMS) Write-off Billings;  
\$115,230.80 for Monthly Uncollectable Balance of Medicare and Medicaid

Accounts and \$18,953.95 for Ground Emergency Medical Transport funding.  
(Submitted by Cathy Huber Nickerson, Finance Director)

6. \$178,734.46 for May 2023 Emergency Medical Services (EMS) Write-off Billings; \$161,273.87 for Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$17,460.59 for Ground Emergency Medical Transport funding.  
(Submitted by Cathy Huber Nickerson, Finance Director)
7. \$67,985.00 Microsoft 365 Project Implementation  
(Submitted by Michelle Jackson, IT Director)

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

## **NON-AGENDA ITEMS**

8. Staff

There were no staff updates.

9. Council

Nohr attended the Downtown Camas Association (DCA) Camas Car Show and thanked everyone involved. Nohr encouraged citizens to use caution while celebrating the Fourth of July.

Senescu attended Chief Lackey's retirement celebration, welcomed new Police Chief Tina Jones, and commented about the Port of Camas-Washougal's Fourth of July celebration.

Chaney attended Chief Lackey's retirement celebration and welcomed the new Police Chief Tina Jones. Chaney commented about the passing of Camas Police Officer Tony Braunstein and the Civility Committee.

Lewallen attended the Civility Committee meeting, commented about citizen concerns, and welcomed the new Police Chief Tina Jones.

Hein attended Chief Lackey's retirement celebration and welcomed the new Police Chief Tina Jones.

Carter attended the Finance Committee meeting and the Civility Committee meeting, welcomed the new Police Chief Tina Jones, and encouraged citizens to use caution while celebrating the Fourth of July.

## **MAYOR**

10. Mayor Announcements

Hogan commented about the Finance Department's integration of Tyler Technologies and a new Council Legislative Committee.

11. Parks and Recreation Month Proclamation

Mayor Hogan proclaimed July 2023, as Parks and Recreation Month in the City of Camas.

**MEETING ITEMS**

12. Resolution No. 23-006 CARES Provider Position  
Presented by: Jennifer Gorsuch, Administrative Services Director

**It was moved by Carter, and seconded, that Resolution No. 23-006 be adopted.  
The motion carried unanimously.**

**PUBLIC COMMENTS**

Stephen Dabasinskas, Camas, welcomed the new police chief and commented about consultants.

**CLOSE OF MEETING**

The meeting closed at 7:42 p.m.



**CITY OF CAMAS  
PROFESSIONAL SERVICES AGREEMENT  
Task Order No. 1 Amendment 1**

616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

Project No. **S1033**

**ON-CALL PROFESSIONAL SERVICES FOR  
SEWER COLLECTION SYSTEM 2022-2024**

**PRUNE HILL PARK PUMP STATION UPGRADE PROJECT  
ENGINEERING SERVICES DURING CONSTRUCTION**

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the 8<sup>th</sup> day of April, 2022, and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Gray & Osborne, Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may herinafter be referred to collectively as the "Parties."

The Parties entered into an Original Agreement dated January 5, 2022, 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 services as identified in the attached Exhibit (Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses, for an amount not-to-exceed \$109,600.
  - 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 XXX, 20XX.
  - b. ☒ Unchanged from Original/Previous Contract date of December 31, 2024

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 attached exhibit. Consultant proposes to be compensated on a time and material basis per attached exhibit (Costs for Scope of Services) with a total estimated not to exceed fee of:
  - a. Previous Total of all approved Task Orders: \$164,750
  - b. Task Order No. 1 \$109,600
  - c. **Total of all approved Task Orders: \$274,350**
  - d. Consultant billing rates:
    - ☒ Modification to Consultant Billing Rates per previous Task Order
    - ☐ Unchanged from Original 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 counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF CAMAS:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRAY & OSBORNE, INC.:**

***Authorized Representative***

DocuSigned by:  
*Michael B. Johnson, P.E.*  
By: \_\_\_\_\_  
6A3341D51D254BF...

Michael B. Johnson, P.E.  
Print Name: \_\_\_\_\_

Title: President

Date: 6/16/2023

**EXHIBIT**  
**SCOPE OF SERVICES AND RELATED COSTS**



## **EXHIBIT A**

### **SCOPE OF WORK**

#### **CITY OF CAMAS PRUNE HILL PARK WASTEWATER PUMP STATION UPGRADE ENGINEERING SERVICES DURING CONSTRUCTION**

The Scope of Work consists of Engineering Services during construction of the upgrade to Prune Hill Park Wastewater Pump Station.

The specific Tasks in the Scope of Work for this Project are described below. The Scopes for Subconsultants are included in this Exhibit A and described in more detail in the Subconsultant attachments.

##### **Task 1 – Project Management**

Project management services will include time to manage the Project, including allocating resources, preparing invoices, and coordinating questions from the Contractor and the City.

##### **Task 2 – Prepare Conformed Contract Documents**

Prepare conformed Plans and Specifications and incorporating Addendum items and successful Bidder's Proposal and Contract.

##### **Task 3 – Conduct a Preconstruction Conference**

Conduct a Preconstruction Conference.

##### **Task 4 – Periodic Onsite Observation of Construction**

Conduct site visits by Gray & Osborne Engineers and Subconsultants to review the construction. The following list include visits for startup.

- Five visits by Shell Engineering & Associates, Inc.
- Two visits by Gray & Osborne, Inc.
- Four visits by Connetix Engineering, Inc.

**Task 5 – Review of Submittals**

This Task includes reviewing and responding to construction submittals, construction schedules, bypass pumping and Dewatering Plans, shop drawings, and Manufacturers' operation and maintenance information.

**Task 6 – Respond to Contractor's Requests for Information (RFIs)**

Respond to requests for information (RFI) by the Contractor.

**Task 7 – Prepare Change Orders (If Any Are Necessary)**

Review and respond to requests for Change Orders from the Contractor. Prepare Change Orders and change directives.

**Task 8 – Process Progress Payment Requests**

Review monthly Progress Estimates for City processing each month during the Project.

**Task 9 – Attend Periodic Construction Progress Meetings**

Attend construction meetings.

It is assumed that construction progress meetings are held at the City's Public Works Operations Center. Shell Engineering will attend eight meetings in person. Gray & Osborne will attend one meeting in person and seven meetings remotely. Connetix Engineering will attend up to eight meetings remotely.

**Task 10 – Attend and Observe/Review the Electrical Control Panel Shop Test**

Attend the Control Panel Shop Test by an Electrical Engineer at the Panel Shop.

**Task 11 – Attend Final Inspection**

Attend Final Inspection prior to Project closeout.

**Task 12 – Prepare Recommendation for Final Acceptance**

This Task includes preparation of Project closeout documents, including the Final Progress Estimate, Final Contract Voucher, and the Release of Retainage Progress Estimate, and will provide a letter recommending that the City accept the Project as complete once all the appropriate documents have been filed with the State.

**Task 13 – Prepare Record Drawings**

Prepare record drawings based upon the Contractor's markups and Gray & Osborne's field observations and final inspections.

**TASKS BY OTHERS**

It is assumed that the City of Camas will conduct the majority of the onsite inspection, with Consultant inspection limited to the visits in the Scope.

It is assumed that the City will prepare agendas and meeting minutes for meetings.

**EXHIBIT B****ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST*****City of Camas - Prune Hill Park Wastewater Pump Station Upgrade - Services During Construction***

<b>Tasks</b>	<b>Principal Hours</b>	<b>Project Manager Hours</b>	<b>Project Engineer Hours</b>	<b>Senior Structural Engineer Hours</b>	<b>AutoCAD Hours</b>
1 Project Management	2	4			
2 Conformed Contract Documents		2			2
3 Pre-construction Conference	8				
4 Onsite Construction Review	12			8	
5 Submittal Review	4	24	12	6	
6 Respond to RFIs		16	2	4	4
7 Prepare Change Orders		10	2	2	6
8 Progress Payments	8	12			
9 Construction Progress Meetings	15				
10 Control Panel Shop Test		1	1		
11 Final Inspection	8				
12 Recommendation of final acceptance	2	4			
13 Record Drawings		2	6	6	24
Hour Estimate:	59	75	23	26	36
Fully Burdened Billing Rate Range:*	\$150 to \$235	\$140 to \$235	\$125 to \$175	\$115 to \$210	\$60 to \$165
Estimated Fully Burdened Billing Rate:*	\$210	\$220	\$165	\$200	\$120
Fully Burdened Labor Cost:	\$12,390	\$16,500	\$3,795	\$5,200	\$4,320

Total Fully Burdened Labor Cost: \$ 42,205

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ \$0.58/mile) \$ 1,344

Printing \$ 400

Subconsultants

Connetix Engineering, Inc. \$ 38,500

Shell Engineering & Consulting, LLC \$ 21,183

Subconsultant Overhead (10%) \$ 5,968

**TOTAL ESTIMATED COST: \$ 109,600**

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



**PUBLIC WORKS DEPARTMENT**

**CONTRACT DOCUMENTS**

**FOR**

**MISSION CONTROL EQUIPMENT  
FOR WASTEWATER COLLECTION SYSTEM**

**April 2023**

**PUBLIC WORKS DEPARTMENT**

**MISSION CONTROL EQUIPMENT**

**FOR WASTEWATER COLLECTION SYSTEM**

**Contract Requirements**

The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County, effective April 20, 2023. Wage rates are not included in this packet. Rates applicable to this project can be looked up at the Washington State Department of Labor and Industries web site at: [www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp](http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp)

**American Made:**

In an effort to maximize the creation of American jobs and restoring economic growth, the City of Camas encourages the use of products and services that are made in the United States of America whenever and wherever possible.

**Disadvantaged Businesses:**

The City of Camas encourages the solicitation and recruitment, to the extent possible, of certified minority-owned (MBE), women-owned (WBE), emerging small (ESB) businesses, and other disadvantaged companies in the construction of this project.

**Civil Rights Act:**

The City of Camas is an Equal Employment Opportunity employer.

**Title VI Statement**

The City of Camas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City of Camas reserves the right to delete any or all portions of individual quoted items.

A Contract Bond in the amount of 100% of the total quote shall be required from the awarded Contractor.

**INSURANCE REQUIREMENTS**

The Contractor shall deliver to the City a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

- An ACORD certificate or a form determined by the City to be equivalent.
- Any other amendatory endorsements to show the coverage required herein.
- All insurance policies, with the exemption of Professional Liability and Workers Compensation, shall name the following entities as additionally insured(s):

- **City of Camas and its officers, elected officials, employees, agents, and volunteers.**
- The listed entities above shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.
- The insurance shall provide the minimum coverage and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the City. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

### **Commercial General Liability**

- Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence

### **Stop Gap / Employers' Liability**

\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

### **Automobile Liability**

- Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01. For Construction and Services Contracts add: Pollution Liability coverage at least as broad as that provided under ISO Pollution

Liability Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

\$1,000,000      Minimum combined single limit for bodily injury  
and property damage per incident

**Workers' Compensation**

- The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.



**NON-COLLUSION DECLARATION**

**I, by signing the Proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this Proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT 272-0361 EF



14576 NE 95th St  
Redmond, WA 98052  
877-371-4555

Item 4.

Date	Quote #
4/20/2023	5954

Name / Address
City of Camas 1620 SE 8th Avenue Camas, WA 98607

Job Name		Terms	Rep	Project
		NET 30 Days	TRO	
Item	Description	Qty	Cost	Total
Mission	Part# M853 RTU – Wireless Real–Time Alarm System with Streaming Data – FlatPak Enclosure (Mounts inside MCC cabinet, includes all parts for standard installation)	28	7,116.32143	199,257.00T
Mission	Part# SP850-12 Service Package — MyDro 850 Series — 1 year	28	0.00	0.00T
Mission	Part#OP465 Expansion Module — Analog Input (4–channel analog input module via RS485)	28	0.00	0.00T
Mission	Part#OP653 Expansion Module — Digital Input (8–channel isolated digital input module via RS485)	1	0.00	0.00T
Mission	Part #SPOP-12 Service Package — Expansion/Option Board — 1 year (One per expansion board purchased)	1	0.00	0.00T
Mission	Part# SW550 New Account/Website Setup	2	0.00	0.00T
Mission	Part# RF415C Antenna Cable — 25 ft (Includes: low signal loss 9913 cable with TNC–M connectors on both ends, 8 in TNC–F to SMA–M adapter and 7.5 in TNC–F to molded antenna base adapter)	16	0.00	0.00T
Mission Labor	Installation Camas	28	0.00 8.50%	0.00T 16,936.85
		<b>Total</b>		
		\$216,193.85		

**CONTRACT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Camas under and by virtue of Title 35A RCW (cities and towns), as amended

And, Correct Equipment, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for **Mission Control Equipment for Wastewater Collection System**, in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Camas. In all respects, the Contractor is an independent Contractor, and not an employee of the City of Camas.

II. The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW.

solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

VI. The Contractor further acknowledges the following provisions and agrees to comply with the conditions as set forth therein:

**THIS PROJECT REQUIRES A CONTRACT BOND FOR 100% OF THE CONTRACT AMOUNT.**

VII. **The Contractor is obligated to pay Prevailing Wages as determined by the Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County effective April 20, 2023.**

VIII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

City of Camas, Washington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 {78 Stat. 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

IX. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.

X. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.

XI. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

XII. The Contractor shall maintain its records and accounts so as to facilitate audit requirements as established by the Office of the State Auditor and shall require subcontractors to do the same.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written.

6/17/2023

Executed by the Contractor \_\_\_\_\_, 202\_\_\_\_.

DocuSigned by:

Tim Owens

4496D17CA80C442...

Tim Owens

Correct Equipment

Contractor

Executed by the Local Agency \_\_\_\_\_, 202\_\_\_\_.

Mayor, City of Camas

**CONTRACT BOND****MISSION CONTROL EQUIPMENT  
FOR WASTEWATER COLLECTION SYSTEM**

KNOW ALL PERSONS BY THESE PRESENTS, That \_\_\_\_\_

of \_\_\_\_\_, as Principal, and \_\_\_\_\_

as Surety, are jointly and severally held and bound unto the City of Camas, Washington,

in the penal sum of Dollars (\$\_\_\_\_\_), for the payment of which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the \_\_\_\_\_  
day of \_\_\_\_\_ A.D., 20\_\_\_\_, the said \_\_\_\_\_,

Principal, herein, executed a certain contract with the City of Camas, Washington,

by the terms, conditions and provisions of which contract the said \_\_\_\_\_,

Principal, herein, agree to furnish all material and do certain work, to wit: That

\_\_\_\_\_ will undertake and

complete the construction of these **Mission Control Equipment for Wastewater Collection System**, according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by **December 31, 2023**, unless amended by change order, undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL

\_\_\_\_\_  
ATTORNEY-IN-FACT, SURETY

\_\_\_\_\_  
NAME AND ADDRESS, LOCAL OFFICE OF AGENT

APPROVED:

CITY OF CAMAS, WASHINGTON

BY: \_\_\_\_\_  
Mayor, City of Camas

DATE: \_\_\_\_\_, 20\_\_\_\_

SURETY BOND NUMBER \_\_\_\_\_

**The United States Department of Transportation**  
**Appendix A of the**  
**Standard Title VI/ Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, Age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



**The United States Department of Transportation**  
**Appendix E of the**  
**Standard Title VI/ Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.

§ 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



**CITY OF CAMAS**  
**PROFESSIONAL SERVICES AGREEMENT**

616 NE 4<sup>th</sup> Avenue  
 Camas, WA 98607

**PROJECT NO. T1052**

**NW Lake Road and NW Sierra Street Intersection Improvements**

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **MacKay Sposito**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project designated as the **NW Lake Road and NW Sierra Street Intersection Improvements**.
2. **Scope of Services.** Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **June 30, 2024**, unless an 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 this Agreement.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$94,345.55** under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in **Exhibit "C"**.
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant (hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials and employees, the Consultant's liability, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
  - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
  - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
  - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
    1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
    2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial

General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.  
  
Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the

Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
  - Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
  - Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)
  - Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)
  - Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)
  - Civil Rights Restoration Act of 1987  
(Public Law 100-259)
  - Americans with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)
  - 49 CFR Part 21
  - 23 CFR Part 200
  - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "D"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "D"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
  - a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
  2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
  4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
  - c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
  - d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the



City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:  
 Jim Hodges  
 City of Camas  
 616 NE 4<sup>th</sup> Avenue  
 Camas, WA 98607  
 PH: 360-817-7234  
 EMAIL: jhodges@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Jason Irving  
 MacKay Sposito  
 18405 SE Mill Plain Boulevard, Suite 100  
 Vancouver, WA 98683  
 PH: 360-695-3411  
 EMAIL: jirving@mackaysposito.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M

office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
26. 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 counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF CAMAS:**

MacKay Sposito:  
***Authorized Representative***

By \_\_\_\_\_

DocuSigned by:  
By   
72D0222E2301457...

Print Name \_\_\_\_\_

Derrick Smith  
Print Name \_\_\_\_\_

Title \_\_\_\_\_

President / CEO  
Title \_\_\_\_\_

7/6/2023  
Date \_\_\_\_\_



## EXHIBIT “A” SCOPE OF SERVICES

### 1. Project Management

#### 1.1 Project Administration

- Prepare monthly invoices and progress reports to accompany invoicing. Reports will include a budget summary, tasks completed within the invoicing period, and the schedule status of critical tasks.

#### 1.2 Project Scheduling

- Prepare and submit an activities list and schedule to the City following the Notice to Proceed. The schedule will show appropriate milestones for the Phase 1 scope of work, including public outreach activities.
- Provide one schedule update following selection of the preferred alternative.

#### 1.3 Project Team Meetings

- Schedule, prepare agendas and minutes (including task log updates), and lead bi-weekly project team meetings with the City. This task includes a project kick-off meeting, bi-weekly progress meetings, and one review meeting following City review of the draft alternatives analysis. See Table 1 for meeting schedules..
- Organize and hold project coordination meetings with key project team members and City representatives. These meetings shall have specific agendas addressing and resolving project issues as they are encountered. See Table 1 for a schedule of meetings.

Table 1 – Meeting Schedule				
Type	Format	Frequency	Participants	# Mtgs
Kick Off Meeting	Virtual	Once	Team Leads	1
Team Meetings	Virtual	Bi-Weekly (see assumptions)	Select Team Leads	5
Alternatives Analysis City Comment Review Meeting	Virtual	Once	Team Leads	1
Council Alternatives Analysis Presentation	In Person	Once	Project Manager	1

#### 1.4 Subconsultant Coordination

- General coordination and management of the subconsultant team including contracting, invoicing, scheduling, and deliverables.

##### Deliverables

- Monthly Invoices and Progress Reports
- Baseline Project Schedule
- Meeting Agendas, Minutes, and Task Log Updates

##### Assumptions

- All meetings are assumed to be one hour in duration.

- Five-month Phase 1 project management duration
- Assumes 5 bi-weekly meetings that will begin following the traffic analysis and topographic survey deliverables. See the meetings table for the assumed number of meetings.
- All meetings will be virtual.
- Meeting preparation and attendance time for one council presentation is included under the Public Outreach task.
- City staff will lead the preparation of a presentation and present the alternatives, outreach summary, and recommend a preferred alternative to the City council. Consultant will provide technical drawings, analysis, and attend the council meeting in support of City staff.

## 2. Land Surveying

### 1.2 Topographic Survey

- Prepare a topographic map of the intersection of NW Lake Rd and NW Sierra St. per the limits shown on Exhibit 1 - Survey Limits:
  - Ground base mapping will consist of edge of pavement/gravel, curb/gutter, sidewalks, fences, grade breaks, tops/toes of slopes, ditches, culverts, ditch bottoms, driveways will be tied to generate a 1' contour interval surface.
  - MacKay Sposito will coordinate with utility locate companies via the WA One-Call service to mark utility locations.
  - After utilities have been located, MacKay Sposito will survey the location of all paint marks as well as all visible utilities and their inverts.
  - Mapping will include all trees 6" (DBH) and greater within the survey area.
- MacKay Sposito will format the survey to serve as the base map for all design and construction drawings. Format will be Civil 3D 2023. The City will provide any special title blocks and logos or pen mapping standards required before preparing the base maps. Otherwise, the base mapping will be produced based on MacKay Sposito graphic standards. Base maps will be prepared at a minimum 1" = 20'-0" scale.

#### Deliverables

- Topographic survey in Civil 3D 2023 format

#### Assumptions

- Entire alignment will be surveyed as one phase/project.
- The work area will be clear of obstructions.
- Local Utility Companies will provide physical location marks in a timely manner. Existing As-Built data and/or GIS data may be utilized in lieu.
- Private Locates are not included in this proposal.
- Coordination with private property owners as needed for access or other notifications will be provided by the City.
- A pre and post-record of survey is not included in this proposal.
- Right-of-way and parcel lines will be shown by City provided GIS. No boundary survey will be included in this effort. If the selected alternative is anticipated to impact private property, a boundary survey will be provided at that time under an additional scope and fee.

## 3. Traffic Engineering (DKS)

See Appendix A

## 4. Civil Engineering

### 4.1 Alternatives Analysis – By DKS

- See Appendix A

#### 4.2 Alternatives Analysis – by MacKay Sposito

- Prepare an alternatives analysis to compare traffic signal and roundabout design alternatives considering the following criteria:
  - Traffic safety (vehicular, pedestrians, and bicyclist)
  - Traffic capacity
  - Right of way impacts and costs
  - Construction cost
  - Construction phase impacts (vehicles, bikes, peds)
  - Project schedule
  - Impacts to steep slopes and the need for retaining walls.
  - Utility impacts
- Conduct one site visit to evaluate field conditions and constraints for each alternative.
- Analyze data and develop information related to identified criteria. Coordinate with DKS to prepare two conceptual design alternatives, one for a signalized intersection and one for a roundabout. DKS will prepare the two-dimensional concept design plans for each alternative, and MacKay Sposito will prepare a 3D rendering concept design for the roundabout.
- Prepare an alternatives analysis memorandum that analyzes the two design alternatives. The analysis will include conceptual design exhibits, an evaluation matrix, and an analysis of the criteria as listed above.
- Prepare the conceptual design exhibit and supporting slides/matrix/graphs public outreach and presentation to council. Attendance at public outreach events is included under the Public Outreach scope.
- Attending one review meeting with the City (hours included under the Project Management meetings task) to discuss public outreach results and incorporation into the conceptual design and Alternative Analysis Memo. Address City/public comments and submit final Alternatives Analysis memo.

#### Deliverables:

- 3D rendering based on DKS's roundabout concept design.
- Alternatives Analysis Memo
- Presentation slides for council meeting

#### Assumptions

- The preferred design alternative will be determined following the council presentation that allows for commencement of design.

#### Appendices

Appendix A: Traffic Engineering Design – DKS

#### Exhibits

Exhibit 1 – Survey Limits



EXHIBIT “B”  
COSTS FOR SCOPE OF SERVICES

Item 5.

Project Name: Project Manager: MSI Job No.: Date:		NW Lake Rd at NW Sierra St Intersection Improvements Jason Irving 19-317 06/14/2023		MacKay Sposito, Inc.															
				ESTIMATED HOURS AND EXPENSES														DKS	Total Budget Amount
				Project Accountant	Land Surveyor IV	Survey Party Chief	Survey Instrument Person	Survey Technician IV	Senior Project Manager/PIC	Deputy PM/Design Lead	Project Engineer	Creative Designer	Engineering Manager	Project Manager Landscape	Engineer III	Design Technician III	Expenses		
1.0 - Project Management	1.1 - Project Administration	8.00					2.00	8.00								\$3,288.00		\$3,288.00	
	1.2 - Project Scheduling						2.00									\$536.00		\$536.00	
	1.3 - Project Team Meetings						12.00	13.00	9.00	4.00						\$7,996.00		\$7,996.00	
	1.4 - Subconsultant Coordination						2.00	3.00								\$1,148.00		\$1,148.00	
	Project Management Subtotal															\$12,968.00		\$12,968.00	
2.0 - Land Surveying	2.1 - Topographic Surveying		24.00	36.00	36.00	30.00									\$1,631.00	\$18,815.00		\$18,815.00	
	Land Surveying Subtotal															\$18,815.00		\$18,815.00	
4.0 Traffic Engineering (DKS)	4.0 Traffic Engineering (DKS)																\$37,928.00	\$37,928.00	
	Traffic Analysis/Engineering Subtotal																	\$37,928.00	
5.0 - Alternatives Analysis	5.0 - Alternatives Analysis - MacKay Sposito						19.00	34.00			2.00	3.00	36.00	42.00	6.55	\$24,634.55		\$24,634.55	
	Alternatives Analysis - MacKay Sposito Subtotal															\$24,634.55		\$24,634.55	

	HOURS	8.00	24.00	36.00	36.00	30.00	37.00	58.00	9.00	4.00	2.00	3.00	36.00	42.00				
	RATE	140.00	168.00	148.00	104.00	136.00	268.00	204.00	192.00	100.00	228.00	168.00	160.00	140.00				
	TOTAL	\$1,120.00	\$4,032.00	\$5,328.00	\$3,744.00	\$4,080.00	\$9,916.00	\$11,832.00	\$1,728.00	\$400.00	\$456.00	\$504.00	\$5,760.00	\$5,880.00	\$1,637.55	\$56,417.55	\$37,928.00	\$94,345.55

## EXHIBIT “C” BILLING RATES



Vancouver Office

18405 SE Mill Plain Boulevard, Suite 100 Vancouver, WA 98683  
360.695.3411 www.mackaysposito.com

### 2023 HOURLY RATE SCHEDULE

#### Southern Washington

	<u>Regular</u>		<u>Regular</u>
Senior Principal	\$328.00	Clerical	\$88.00
Principal	\$268.00	Survey Manager	\$208.00
Engineering Manager	\$228.00	Project Manager – Survey	\$188.00
Project Engineer	\$192.00	Land Surveyor IV	\$168.00
Engineer IV	\$176.00	Land Surveyor III	\$156.00
Engineer III	\$160.00	Land Surveyor II	\$148.00
Engineer II	\$148.00	Land Surveyor I	\$136.00
Engineer I	\$124.00	Survey Technician IV	\$136.00
Project Manager – Design	\$204.00	Survey Technician III	\$120.00
Project Controls Manager	\$232.00	Survey Technician II	\$112.00
Contract Administrator	\$172.00	Survey Technician I	\$100.00
Project Coordinator II	\$136.00	Survey Aid	\$80.00
Project Coordinator I	\$124.00	Survey Party Chief	\$148.00
Design Technician IV	\$152.00	Survey Party Chief – <b>Out of Town</b>	\$153.00
Design Technician III	\$140.00	Survey Instrument Person	\$104.00
Design Technician II	\$132.00	Survey Instrument Person – <b>Out of Town</b>	\$109.00
Design Technician I	\$112.00	GIS Mapping Specialist	\$148.00
Landscape Manager	\$196.00	GIS Mapping Specialist II	\$156.00
Project Manager – Landscape	\$168.00	Public Involvement Associate/Mgr.	\$156.00
Landscape Architect II	\$152.00	Public Involvement Coordinator	\$104.00
Landscape Architect I	\$132.00	Creative Designer	\$100.00
Landscape Designer III	\$124.00	Stormwater Analyst	\$136.00
Landscape Designer II	\$116.00	Environmental Manager II	\$185.00
Landscape Designer I	\$104.00	Environmental Manager I	\$165.00
Planning Director	\$244.00	Environmental Specialist IV	\$135.00
Planning Manager	\$220.00	Environmental Specialist III	\$126.00
Senior Planner	\$208.00	Environmental Specialist II	\$114.00
Project Manager – Planning	\$190.00	Environmental Specialist I	\$102.00
Planner III	\$172.00	Environmental Tech IV	\$90.00
Planner II	\$165.00	Environmental Tech III	\$85.00
Planner I	\$160.00	Environmental Tech II	\$80.00
Planning Technician	\$136.00	Environmental Tech I	\$75.00
Land Development Assistant	\$100.00	Natural Resource Specialist IV	\$148.00
Accounting Manager	\$204.00	Natural Resource Specialist III	\$135.00
Project Accountant	\$140.00	Natural Resource Specialist II	\$120.00
Administrative Manager	\$140.00	Natural Resource Specialist I	\$112.00
Administrative Assistant	\$100.00	UAV Pilot	\$152.00

The above rates cover salaries, overhead and profit. All other materials and expenses will be billed on an actual cost plus 10% basis. Overtime rates will be 1.5 times unless otherwise negotiated. These rates will be adjusted annually or as necessary to reflect market conditions. Sub-Consultants costs will be on actual cost plus 10% to compensate MacKay Sposito for Business Occupation Tax and administrative costs.

Per diem rates for travel within the continental United States will be billed in accordance with the rates published by the Office of Governmentwide Policy, General Services Administration (GSA) for the applicable fiscal year. Mileage will be billed in accordance with standard mileage rates published by the Internal Revenue Service.

Engineering categories are in accordance with ASCE Classifications. Rates detailed above do not apply to Federal or State contracts with specific Wage Determinations or mandated prevailing wage/fringe benefits minimum.

**DKS**

<b>Fee Schedule</b> <b>Effective January 1, 2023 through December 31, 2023</b>					
<i>ENGINEERS and PLANNER</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 5	75.00	Grade 38	240.00	Tech Level G	65.00
Grade 6	80.00	Grade 39	245.00	Tech Level H	70.00
Grade 7	85.00	Grade 40	250.00	Tech Level I	75.00
Grade 8	90.00	Grade 41	255.00	Tech Level J	80.00
Grade 9	95.00	Grade 42	260.00	Tech Level K	85.00
Grade 10	100.00	Grade 43	265.00	Tech Level L	90.00
Grade 11	105.00	Grade 44	270.00	Tech Level M	95.00
Grade 12	110.00	Grade 45	275.00	Tech Level N	100.00
Grade 13	115.00	Grade 46	280.00	Tech Level O	105.00
Grade 14	120.00	Grade 47	285.00	Tech Level P	110.00
Grade 15	125.00	Grade 48	290.00	Tech Level Q	115.00
Grade 16	130.00	Grade 49	295.00	Tech Level R	120.00
Grade 17	135.00	Grade 50	300.00	Tech Level S	125.00
Grade 18	140.00	Grade 51	305.00	Tech Level T	130.00
Grade 19	145.00	Grade 52	310.00	Tech Level U	135.00
Grade 20	150.00	Grade 53	315.00	Tech Level V	140.00
Grade 21	155.00	Grade 54	320.00	Tech Level W	145.00
Grade 22	160.00	Grade 55	325.00	Tech Level X	150.00
Grade 23	165.00	Grade 56	330.00	Tech Level Y	155.00
Grade 24	170.00	Grade 57	335.00	Tech Level Z	160.00
Grade 25	175.00	Grade 58	340.00	Tech Level AA	165.00
Grade 26	180.00	Grade 59	345.00	Tech Level AB	170.00
Grade 27	185.00	Grade 60	350.00	Tech Level AC	175.00
Grade 28	190.00	Grade 61	355.00	Tech Level AD	180.00
Grade 29	195.00	Grade 62	360.00	Tech Level AE	185.00
Grade 30	200.00	Grade 63	365.00	Tech Level AF	190.00
Grade 31	205.00	Grade 64	370.00	Tech Level AG	195.00
Grade 32	210.00	Grade 65	375.00	Tech Level AH	200.00
Grade 33	215.00	Grade 66	380.00		
Grade 34	220.00	Grade 67	385.00		
Grade 35	225.00	Grade 68	390.00		
Grade 36	230.00	Grade 69	395.00		
Grade 37	235.00	Grade 70	400.00		
<ul style="list-style-type: none"> <li>Project expenses will be billed at <i>cost plus ten percent</i> for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.</li> <li>All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.</li> </ul>					

**EXHIBIT “D”**  
**TITLE VI ASSURANCES**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment,

unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.



**The United States Department of Transportation**  
**Appendix A of the**  
**Standard Title VI/ Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

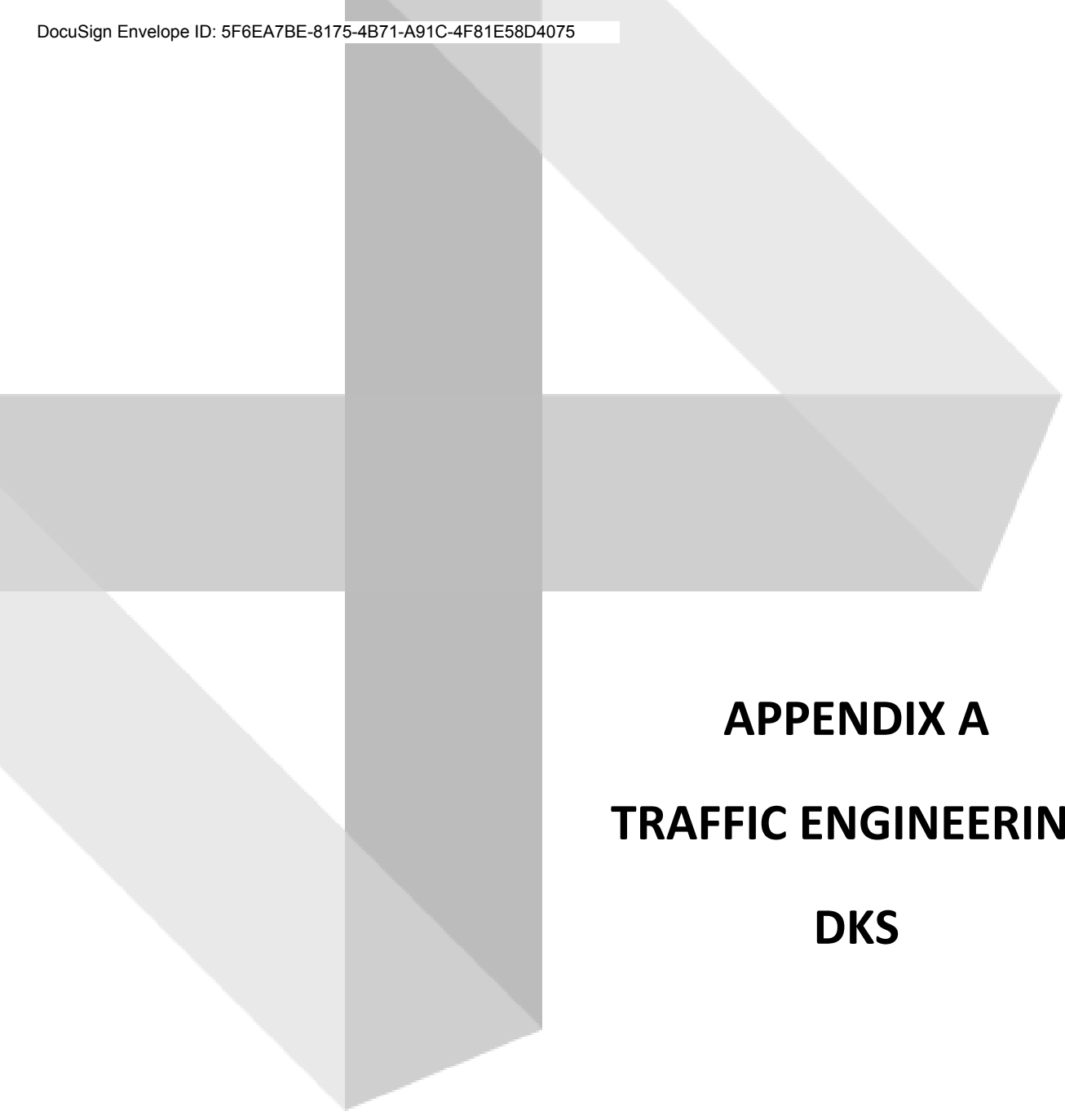
**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**The United States Department of Transportation**  
**Appendix E of the**  
**Standard Title VI/ Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
  - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



# **APPENDIX A**

# **TRAFFIC ENGINEERING**

# **DKS**



## MEMORANDUM NAME

DATE: June 21, 2023

TO: Jason Irving | MacKay Sposito

FROM: Justin Sheets | DKS Associates

SUBJECT: Camas NW Lake Rd and NW Sierra St Intersection Improvements Project #A21x06-744  
Scope of Services

---

### SCOPE OF SERVICES

#### TASK 1 – PROJECT COORDINATION AND MEETINGS

---

DKS shall coordinate with the project team and attend the following meetings:

- One virtual one-hour kickoff meeting
- Biweekly virtual project coordination meetings (up to 5 meetings)
- One virtual one-hour conceptual design review meeting with City staff

DKS shall prepare monthly invoices and progress reports in a format acceptable to the City.

#### TASK 2 – TRAFFIC ANALYSIS

---

DKS shall perform a traffic analysis to evaluate the weekday morning and evening peak hours for the intersection of NW Lake Road and NW Sierra Street. DKS will analyze existing conditions and No Build and Build conditions for the future year scenario of 2045.

#### EXISTING CONDITIONS

DKS shall summarize the existing transportation system and services in the study area. The summary shall include:

- Peak hour volumes of vehicles, freight, transit, bicyclists, or pedestrians at study intersections
- Average daily traffic volume on corridor
- Vehicle classifications and heavy vehicle percentage
- Functional classification of facilities
- Intersection configuration, geometry, turn lanes, posted speed limits
- Pedestrian and bike facilities

DKS shall evaluate collision data for the last five available years at the study intersection and identify potential safety issues. Field observations will be used to determine additional areas of focus.

DKS shall collect turning movement counts at the study intersection for weekday morning (7 to 9 AM) and evening (3 to 6 PM) peak periods. The counts shall include vehicles, freight, transit, pedestrians, and cyclists. DKS shall conduct 48-hour (15-minute interval) vehicle classification and speed counts on each leg of the intersection. DKS will collect this data while school is in session during June 2023.

DKS shall conduct a field review of the study intersection during the peak period. The field review will include observed vehicle operations (delays and queues), pedestrian and bicycle operations, bus operations, driveway spacing and interactions, and safety issues.

DKS shall create a Synchro model to represent existing conditions of the study intersection. DKS shall evaluate the study intersection and report vehicle level of service, delay, v/c ratio, and queuing. Any existing operational deficiencies will be documented.

### **FUTURE YEAR 2045 BUILD AND NO BUILD CONDITIONS**

DKS shall develop future year 2045 volume forecasts for the study intersection using the regional travel demand model.

DKS shall evaluate a traffic signal, roundabout, and up to one additional alternative. DKS shall create a Synchro model to represent future year 2045 volumes and conditions for the signal alternative. DKS shall create a SIDRA model for the roundabout alternative. DKS shall evaluate the study intersection and report vehicle level of service, delay, v/c ratio, and queuing for the No Build and Build alternatives. Any future No Build operational deficiencies and potential improvement needs will be documented.

DKS shall perform traffic signal warrant analysis per the MUTCD to determine if the traffic signal alternative meets warrants.

DKS shall prepare a Draft Traffic Analysis Report for City review. Based on comments received, DKS shall prepare a Final Traffic Analysis Report.

### **DELIVERABLES**

- Draft Traffic Analysis Report
- Final Traffic Analysis Report

### **TASK 3 – ALTERNATIVES ANALYSIS AND CONCEPTUAL DESIGN SUPPORT**

---

DKS shall provide support in performing the alternatives analysis with regards to traffic safety and operational components of the report. DKS will use qualitative methods in comparing the alternatives and identify potential pros/cons of each.

DKS shall support the conceptual design and layout of the traffic signal and roundabout alternatives. For the traffic signal, this would include identification of necessary turn lanes, traffic

signal pole and equipment locations, traffic signal phasing, and pedestrian and bicycle considerations. DKS will produce a preliminary cost estimate for the traffic signal design.

For the roundabout alternative, this would include:

- Selecting the type of roundabout (i.e. single-lane, mini, compact, etc.) and number of approach lanes.
- Determining inscribed circle diameter.
- Determining lane widths and approach angles.
- Prepare a conceptual plan to the 30% level based on the horizontal alignment and provide initial recommendations for pedestrian and bicycle accommodations.
- Determine design vehicles with input from City staff and utilize vehicle turning software to prepare exhibits detailing vehicle turning paths for each approach leg and movement of the roundabout.
- Evaluate sight distance for each approach of the roundabout
- Compile roadway illumination options, including a preliminary lighting analysis of the preferred option for the intersection of NW Lake Road and NW Sierra Street and along NW Lake Road for up to 800' west of the intersection. Lighting levels are to be shown on the plan sheets and no separate lighting memo will be produced.
- Provide preliminary light pole locations to be included in the 30% conceptual plan.

#### **DELIVERABLES**

- Preliminary traffic signal cost estimate
- Signalized intersection conceptual plan
- Roundabout conceptual plan
- Vehicle turning templates for roundabout alternative
- Sight distance analysis exhibit

**Camas Lake Road and Sierra Street Design**

Proposed budget by task - DKS Associates

6/21/2023

	<b>PIC</b>	<b>QA/QC</b>	<b>PM</b>	<b>DE</b>	<b>CAD</b>	<b>Admin</b>	<b>DKS</b>		
	<b>\$270</b>	<b>\$240</b>	<b>\$220</b>	<b>\$165</b>	<b>\$125</b>	<b>\$145</b>	<b>Labor</b>	<b>Expenses*</b>	<b>Total</b>
Task 1: Project Coordination and Meetings	1		9	3		3	\$3,180	\$0	<b>\$3,180</b>
Task 2: Traffic Analysis	2	4	24	40		4	\$13,960	\$1,900	<b>\$15,860</b>
Task 3: Alternatives Analysis and Conceptual Design Su	2	8	26	44			\$15,440	\$0	<b>\$15,440</b>
<b>Total</b>	<b>5</b>	<b>12</b>	<b>59</b>	<b>87</b>	<b>0</b>	<b>7</b>	<b>\$32,580</b>	<b>\$1,900</b>	<b>\$34,480</b>

Legend:

PIC = Principal-in-Charge (Grade 45)

QA/QC = Quality Engineer (Grade 38)

PM = Project Manager (Grade 34)

DE= Design Engineer (Grade 23)

CAD = Drafter (Grade 15)

Admin = Project Administrator (Tech W)



## EXHIBIT 1

### SURVEY LIMITS

*Item 5.*

## NW Lake Road and NW Sierra Street Intersection Improvements



Imagery ©2023 Google, Imagery ©2023 Airbus, Maxar Technologies, Metro, Portland Oregon, State of Oregon, U.S. Geological Survey, Map data ©2023 100 ft





## CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

**PROJECT NO. W1040**

### **Northshore and Crown Road Water Transmission Mains**

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Gray and Osborne Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project designated as the **Northshore and Crown Road Water Transmission Main**
2. **Scope of Services.** Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **June 30, 2024**, unless an 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 this Agreement.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$313,170** under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in **Exhibit "C"**.
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant (hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials and employees, the Consultant's liability, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
  - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
  - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
  - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
    1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
    2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial

General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.  
  
Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the

Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
  - Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)
  - Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)
  - Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)
  - Civil Rights Restoration Act of 1987  
(Public Law 100-259)
  - Americans with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)
  - 49 CFR Part 21
  - 23 CFR Part 200
  - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "D"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "D"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
  2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
  4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
  - c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
  - d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the

- City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
  17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
  18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
  19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
  20. Notices. Notices to the City of Camas shall be sent to the following address:  
 Jim Hodges  
 City of Camas  
 616 NE 4<sup>th</sup> Avenue  
 Camas, WA 98607  
 PH: 360-817-7234  
 EMAIL: [jhodges@cityofcamas.us](mailto:jhodges@cityofcamas.us)
- Notices to Consultant shall be sent to the following address:  
 Russ Porter  
 Grey and Osborne, Inc.  
 1130 Rainier Ave South Ste 300  
 Seattle, WA 98144  
 PH: 206-284-0860  
 EMAIL: [rporter@g-o.com](mailto:rporter@g-o.com)
21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
  22. Arbitration Clause. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M

office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
26. 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 counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF CAMAS:**

Gray and Osborne, Inc.:  
***Authorized Representative***

By \_\_\_\_\_

DocuSigned by:  
*Michael B. Johnson*  
By \_\_\_\_\_  
6A3341D51D254BF...

Print Name \_\_\_\_\_

Michael B. Johnson  
Print Name \_\_\_\_\_

Title \_\_\_\_\_

President  
Title \_\_\_\_\_

6/26/2023  
Date \_\_\_\_\_

## **EXHIBIT “A” SCOPE OF SERVICES**

See following "Exhibit A: Scope of Work"



**EXHIBIT A**  
**SCOPE OF WORK**  
**CITY OF CAMAS**  
**NORTHSHORE AND CROWN BOOSTER TRANSMISSION MAIN**

**PROJECT UNDERSTANDING**

The City of Camas wishes to complete the design and construction of two segments of waterline. One of the segments is the Northshore Transmission Main, which will connect the 542 Gregg and 544 Lacamas Zones at the north end of Lacamas Lake, and the other segment is called the Crown Road Booster Transmission Main, which will improve flow into the 542 Gregg Zone from the Crown Road Booster Station.

The Northshore Transmission Main will connect to piping from the 544 Lacamas Zone on NE 28<sup>th</sup> Street in Clark County. The piping is currently installed just past Juniper Street, but another development will be installing some additional footage bringing the piping to approximately 200 feet from the intersection with NE 232<sup>nd</sup> Avenue. From NE 28<sup>th</sup> Street the new pipeline will be aligned along NE 232<sup>nd</sup> Avenue to the existing 542 Gregg Zone piping that serves the elementary school where North Shore Boulevard meets NE 232<sup>nd</sup> Avenue. The alignment of the waterline will likely be in one of the travel lanes of NE 232<sup>nd</sup> Avenue. There are two culverts under the roadway to accommodate two small streams. The overall length of the proposed line is approximately 5,000 feet of 24-inch pipe.

The Crown Road Booster Transmission Main Project is less well-defined, but it could include upsizing piping along NE 43<sup>rd</sup> Avenue and SE 15<sup>th</sup> Street (as shown in the City's *Water System Plan Capital Improvement Plan* as Projects NS-1 A and B). The intent of the Project is to increase the transmission capacity of the Crown Road Booster to supply more flow to the 542 Gregg Zone, the 544 Lacamas Zone when the Northshore Transmission Main is completed, and possibly to the Butler Reservoir.

As part of the design effort, the City would like to have a hydraulic modeling analysis completed to determine the most cost-effective piping project to increase Crown Road's capacity. The analysis would include the two aforementioned upsizing Projects, but could also include other piping alignments such as extending piping from the 24-inch transmission main at SE 283<sup>rd</sup> Avenue and SE Woodburn, to the intersection of SE 283<sup>rd</sup> Avenue and SE Nourse Road, or possibly other places within the 542 Gregg Zone piping system.

For the purposes of the design portion of the following presented Scope, the Crown Road Booster Transmission Main Design will be performed under a separate Contract after the alignment has been identified by the previously described modeling effort.

This Scope assumes that the two Pipe Projects will be bid separately.

More specifically, the work will include the following.

## **DESIGN**

### **Task 1 – Project Management and Oversight**

Provide overall Project management and oversight of the Project work by the Principal-in-Charge and senior staff members. Services are to include the following.

- Procure sufficient staff resources to dedicate to the Project.
- Prepare and execute Subconsultant Contracts.
- Manage Subconsultant work.
- Manage and control Project budget and schedule.
- Manage and provide monthly progress reports and invoices.

### **Task 2 – Hydraulic Modeling**

Determine the optimal Piping Project (including alignment and sizing) to convey water from the Crown Road Booster Station.

- A. Perform hydraulic modeling of the existing piping configuration, both with, and without the Northshore Transmission connection, to ascertain segments with high velocities and headlosses indicating that they are undersized.
- B. Identify potential piping improvements to address the undersized pipes identified in A (above).
- C. Provide a Technical Memorandum for City staff review and comment.
- D. Obtain City comments and perform additional hydraulic modeling to verify Final Recommendations.
- E. Finalize the Technical Memorandum and provide to City.

**Task 3 – Utility Data Acquisition**

Acquire record drawings and/or as-built information from utility purveyors known to provide service in the Project corridor. Services are to include the following.

- A. Provide written requests for all utility purveyors known to provide utility service in the Project area.
- B. Review data provided by utility purveyors and incorporate into Project Design as may be applicable.

**Task 4 – Geotechnical Investigation and Report**

Conduct field explorations to determine Design Recommendations to support the proposed water main improvements and asphalt reconstruction, as well as establishing groundwater levels and character of subsurface material. This Task will culminate in the preparation of a Final Geotechnical Report in City-approved format. Services are to include the following.

- A. Perform a geotechnical analysis, using PanGEO, Inc. as a Geotechnical Subconsultant, in order to determine existing subsurface conditions. A total of up to five test borings (20 to 25 feet deep) will be reviewed and analyzed in, and along the Project corridor. The City will provide 1-CALL service.
- A. Laboratory testing – Conduct appropriate laboratory tests on selected samples in accordance with the appropriate American Society for Testing and Materials (ASTM) methods. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests will be performed on an as-needed basis, based on the types of soils encountered.
- B. Engineering analyses – Perform engineering analyses to address Geotechnical Engineering issues that may be associated with the Project improvements. These include the Foundation Design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for pavement and sidewalks.
- C. Report – PanGEO, Inc. will prepare a Draft Report which will be submitted to the City by Gray & Osborne. The Draft Report will summarize the results of the Geotechnical Study and include a site map with approximate test bore locations, description of surface and subsurface conditions (soil and groundwater), existing pavement thickness, design parameters, and earthwork recommendations. Gray & Osborne will

submit one copy of the Draft Report to the City for its review. Our Subconsultant, PanGEO, Inc., will revise the Draft Report to address review comments provided by the City and/or Gray & Osborne. Gray & Osborne will submit three copies of the signed and stamped Final Report to the City.

NOTE: The geotechnical work is for geotechnical evaluation of physical soil properties only. Evaluation of contaminated soils, fill, and groundwater are specifically excluded from this Task.

### **Task 5 – 50 Percent Design**

Prepare 50 Percent Design effort drawings of the proposed water main alternatives for City review of the Northshore Project.

- A. Base map – Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.
- B. Water main alignment – Prepare layouts and full-size drawings of Waterline Design representing a 50 Percent Design effort to include alignment, profile, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the Project survey.
- C. Specifications (Draft) – Prepare 50 Percent Draft Project Specifications in WSDOT format referencing the *2023 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved Proposal, Contract, and Bonding Documents.
- D. Quantities and Cost Estimates – Calculate Bid Quantities and prepare Preliminary-Level Construction Cost Estimates.
- E. Review Meeting – Meet with City staff as may be required to review Project status and solicit concerns/comments.

### **Task 6 – 90 Percent Design**

Prepare Project Drawings, Specifications, and Cost Estimates of the water main and road restoration representing a 90 Percent Design effort for City review and comment for the Northshore Project. Services are to include the following.

- A. Plans – Prepare Construction Plans in City-approved format to include title sheet, legend, location and vicinity maps, Plan and Profile Sheets, special notes, special details, etc.

- B. Specifications – Prepare Project Specifications in WSDOT format referencing the *2023 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved Proposal, Contract, and Bonding Documents.
- C. Quantities and Cost Estimates – Calculate Bid Quantities and prepare Construction Cost Estimates.
- D. Review Meeting – Meet with City staff as may be required to review Project status and solicit concerns/comments.

### **Task 7 – Permitting**

Provide assistance to the City for permitting of the installation of the waterline. We understand that permitting assistance will include the following.

- A. Assist the City's preparation of SEPA.
- B. Prepare application for a Clark County Right-of-Way Permit. Coordinate with the County and Shepherd through permitting process.
- C. Investigate the need for a Hydraulic Project Approval from the Washington Department of Fish and Wildlife. If required, prepare a JARPA for a Hydraulic Project Approval.
- D. Prepare Construction Stormwater NPDES Permit Application.

This Task assumes that the City will appear as the applicant for all permits and will pay all permit fees.

### **Task 8 – Final Design**

Prepare Final Design Drawings and Specifications for use as Bid Documents suitable for bidding, award, and construction of the Northshore Project. Services are to include the following.

- A. Final Plans – Prepare Final Bid/Construction Plans in City-approved format to include title sheet, legend, vicinity and location map, Plan and Profile Sheets, special notes, special details, etc.
- B. Specifications (Final) – Prepare Final Specifications in WSDOT format to include Proposal, Contract, Bonding Documents, and Technical Specifications.

- C. Quantities and Cost Estimates – Prepare Final Quantity Takeoff and Construction-Level Construction Cost Estimate.

### **Task 9 – Quality Assurance/Quality Control**

Oversee three, in-house, quality assurance/quality control (QA/QC) meetings at Gray & Osborne's office during the course of the design for the Project. The meetings will include the design team members and selected senior Project staff. Meetings are to take place at the following levels.

- Hydraulic Modeling (defined more fully in Task 2).
- 50 Percent Design (defined more fully in Task 5).
- 90 Percent Design (defined more fully in Task 8).
- Final Design (defined more fully in Task 9).

Ensure incorporation of relevant recommendations and suggestions into Bid/Construction Documents resulting from quality assurance/quality control reviews.

### **Task 10 – Bid Support**

Assist the City during the bid phase. Services are to include the following.

- A. Support City staff to answer bid inquiries during bid phase.
- B. Support City staff to prepare any Bid Addenda as may be required.

### **BUDGET**

The maximum amount payable to the Engineer for completion of work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

## PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This Scope of Work and the resulting maximum amount payable is based on the following assumptions as required for the development of the Project. See also item assumptions noted in the aforementioned Tasks. Changes in these assumptions and responsibilities may cause a change in Scope of the Services being offered and result in a corresponding adjustment of the Contract price.

1. This Scope of Work assumes that the City will provide overall coordination and approval of the Project, including timely (1 week) review of all submittals.
2. This Scope of Work assumes that the City will provide Gray & Osborne with record drawings of existing infrastructure along the Project alignment, as may be available and/or pertinent to the Project.
3. This Scope of Work assumes that the Plans and Specifications required for this work can be included in the Project Contract Documents.
4. This Scope of Work assumes that no easements are required for the constructions of these improvements.
5. This Scope of Work assumes that no cultural resource or archaeological assessments are required for the constructions of these improvements.
6. This Scope of Work assumes that no additional survey will be required.
7. This Scope of Work assumes that the design of the Crown Road Waterline will be under a separate Contract and will be bid as a separate Project.

**EXHIBIT “B”  
COSTS FOR SCOPE OF SERVICES**

See following "Exhibit B: Engineering Services Scope and Estimated Cost"



**EXHIBIT B****ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST***City of Camas - Northshore Transmission Main and Crown Road Booster Analysis*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	Environmental Technician/ Specialist Hours	AutoCAD Hours
1 Project Management and Oversight		24				
2 Hydraulic Modeling		16	24	40		16
3 Utility Data Acquisition		2	4	16		16
4 Geotechnical Investigation and Report	2	2	2	2		
5 50 Percent Design	12	64	120	240		200
6 90 Percent Design	12	32	120	240		160
7 Permitting		12	20	40	32	
8 Final Design	4	24	48	80		40
9 Quality Assurance/Quality Control	16	8	8	8		
10 Bid Support		2	4	16		8
Hour Estimate:	46	186	350	682	32	440
Estimated Fully Burdened Billing Rate:*	\$235	\$225	\$180	\$160	\$145	\$155
Fully Burdened Labor Cost:	\$10,810	\$41,850	\$63,000	\$109,120	\$4,640	\$68,200

Total Fully Burdened Labor Cost: \$297,620

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 750

Printing \$ 500

Subconsultant:

PanGEO, Inc. \$ 13,000

Subconsultant Overhead (10%) \$ 1,300

*See Task 4 Geotechnical Investigation and Report*

**TOTAL ESTIMATED COST: \$ 313,170**

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

**EXHIBIT “C”  
BILLING RATES**

See following "Exhibit C: Gray & Osborne, Inc. Professional Engineering Service Contract Fully Burdened Billing Rates Through June 15, 2024"

**EXHIBIT “C”****GRAY & OSBORNE, INC.****PROFESSIONAL ENGINEERING SERVICES CONTRACT  
FULLY BURDENED BILLING RATES\*  
THROUGH JUNE 15, 2024\*\***

<b><u>Employee Classification</u></b>	<b><u>Fully Burdened Billing Rates</u></b>		
AutoCAD/GIS Technician/Engineering Intern	\$ 65.00	to	\$175.00
Electrical Engineer	\$125.00	to	\$225.00
Structural Engineer	\$120.00	to	\$220.00
Environmental Technician/Specialist	\$ 95.00	to	\$170.00
Engineer-In-Training	\$100.00	to	\$180.00
Civil Engineer	\$115.00	to	\$180.00
Project Engineer	\$125.00	to	\$185.00
Project Manager	\$140.00	to	\$245.00
Principal-in-Charge	\$150.00	to	\$245.00
Resident Engineer	\$125.00	to	\$190.00
Field Inspector	\$100.00	to	\$185.00
Field Survey (2 Person)***	\$180.00	to	\$310.00
Field Survey (3 Person)***	\$300.00	to	\$425.00
Professional Land Surveyor	\$125.00	to	\$200.00
Secretary/Word Processor***	N/A		

\* Fully Burdened Billing Rates include overhead and profit.

\*\* Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.65 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

\*\*\* Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

## EXHIBIT “D”

### TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment,

unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

**The United States Department of Transportation**  
**Appendix A of the**  
**Standard Title VI/ Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**The United States Department of Transportation**  
**Appendix E of the**  
**Standard Title VI/ Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
  - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

# COUNCIL APPOINTMENTS 2023

Item 10.

Board/ Committee/ Commission	Full Name	Position
C-TRAN	Tim Hein	Representative
	Jennifer Senescu	Alternate
City/School Committee	Don Chaney	Representative
	Marilyn Boerke	Representative
	Leslie Lewallen	Representative
Clark Regional Emergency Services Agency (CRESA)	Don Chaney	Representative
Columbia River Economic Development Council (CREDC)	Steve Hogan	Appointed
	Doug Quinn	Alternate
Council Policies & Procedures Ad Hoc Committee	Don Chaney	Representative
	Marilyn Boerke	Representative
CW Chamber of Commerce	Leslie Lewallen	Representative
	Tim Hein	Alternate
Design Review Committee	Bonnie Carter	Representative
	Jennifer Senescu	Alternate
Downtown Camas Association	Marilyn Boerke	Liaison
	Leslie Lewallen	Alternate
East County Ambulance Advisory Board (ECAAB)	John Nohr	Representative
	Don Chaney	Alternate
Economic Development Strategy Committee for Economic Incentives	Don Chaney	Representative
	Tim Hein	Representative
	Jennifer Senescu	Representative
Equity, Diversity, Inclusion	Bonnie Carter	Representative
	Marilyn Boerke	Representative
	Leslie Lewallen	Representative
Finance Committee	Don Chaney	Representative
	Tim Hein	Representative
	Bonnie Carter	Representative
Fire - Joint Policy Advisory Committee (JPAC)	Don Chaney	Representative
	John Nohr	Representative
	Bonnie Carter	Representative



Fire/Emergency Medical Services Partnership	John Nohr	Representative	Item 10.
	Steve Hogan	Representative	
GP Mill Advisory Committee	Steve Hogan	Representative	
GP Mill Clean-Up Advisory Committee	Jennifer Senescu	Representative	
	Leslie Lewallen	Representative	
Homelessness Strategy Ad Hoc Committee	Bonnie Carter	Representative	
	Marilyn Boerke	Representative	
	Leslie Lewallen	Representative	
LEOFF Disability Board	Marilyn Boerke	Representative	
	John Nohr	Representative	
Library Board	Bonnie Carter	Representative	
	Marilyn Boerke	Alternate	
Lodging Tax Advisory Committee	Marilyn Boerke	Representative	
Mayor Pro-Tem	Don Chaney	Appointed	
Parks & Recreation Commission	Leslie Lewallen	Liaison	
	Tim Hein	Alternate	
Planning Commission	Leslie Lewallen	Liaison	
	Jennifer Senescu	Alternate	
Port of Camas-Washougal	Bonnie Carter	Liaison	
	Leslie Lewallen	Alternate	
Regional Transportation Council (RTC) (C-W 2022-23 Representative)	Leslie Lewallen	Representative	
	<i>City of Washougal</i> Janie Killion	Alternate	
Sister Cities Committee	Tim Hein	Representative	
	Marilyn Boerke	Alternate	
Urban County Policy Board (CDBG Advisory)	Steve Hogan	Representative	



## Staff Report

July 17, 2023 Council Regular Meeting

Public Hearing - North Shore Subarea Zoning Text Amendments, Zoning and Comprehensive Plan Map Amendments, and Design Manual

Presenter: Alan Peters, Community Development Director and Robert Maul, Planning Manager

Time Estimate: 30 minutes

Phone	Email
360.817.7254	apeters@cityofcamas.us

**BACKGROUND:** In November 2022 the Camas City Council formally adopted the North Shore Subarea Plan. In the months since the Subarea Plan was adopted by Council, Staff has developed zoning text amendments, a new design manual, and map updates to implement the Subarea Plan. The proposals are informed by the adopted plan, as well as with detailed insight and recommendations from the Steering Committee and Citizen Advisory Committee. The Planning Commission held a hearing on June 21, 2023, and recommended that Council approve the proposal. Council previously reviewed the proposal at the June 19 and July 3, 2023, workshops.

**SUMMARY:** The City of Camas' Comprehensive Plan "Camas 2035", envisioned the development of a North Shore subarea plan "to encourage master planning that allows a more intense level of development, well-served by transportation options and includes facilities for pedestrian and bicycle travel, a range of housing choices and a mix of shops, services and public spaces." After kicking off a subarea planning process in 2019, Council adopted the North Shore Subarea Plan in November 2022 and incorporated it into the City's Comprehensive Plan. The Subarea Plan includes conceptual options for land use and transportation consistent with the plan's vision statement, design guideline recommendations, and recommended updates to the city's development code.

The Washington State Growth Management Act requires that development regulations be consistent with and implement the Comprehensive Plan. Guided by the Subarea Plan, Staff has developed zoning text amendments, a new design manual, and map updates with the assistance of the Steering Committee and Citizen Advisory Committee. These regulatory tools will implement the Subarea Plan and ensure that new development in the North Shore Subarea is consistent with the community's vision.

### Zoning Text Amendments (Exhibit 1)

The proposed amendments to Title 18 of the Camas Municipal Code establish six new zones identified within the Subarea Plan:

- LD-NS (Lower Density Residential)

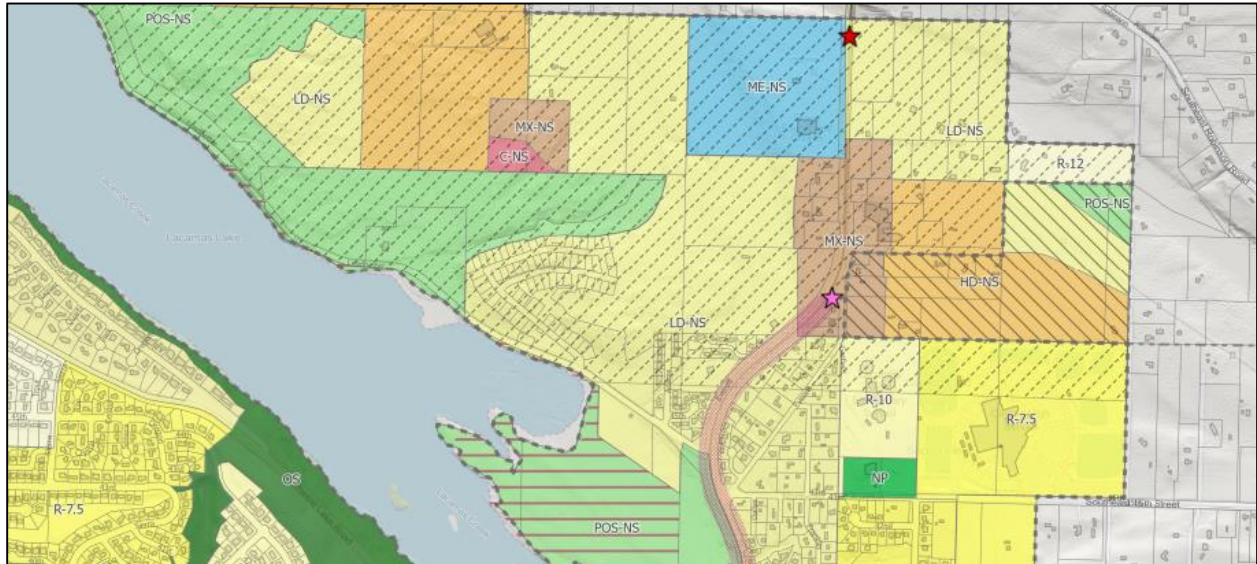
- HD-NS (Higher Density Residential)
- C-NS (Commercial)
- ME-NS (Mixed Employment)
- MX-NS (Mixed Use)
- P/OS-NS (Parks/Open Space)

The amendments provide land uses and density and dimensional requirements for each new zoning district and implement the Subarea Plan's design guidelines.

Other updates include new or revised definitions to land use terms, expansion of cottage-style dwellings, row houses, and accommodation for live-work units in the North Shore. There are also significant changes to the tree protection requirements. All new development in the North Shore will be required to preserve or establish at least 30 tree units per net acre (the current city-wide standard is 20 tree units). Additionally, at least 50% of the minimum tree density must be achieved through retention of existing trees. If this standard is unable to be met, then replacement trees are required to be native or coniferous.

#### Comprehensive Plan and Zoning Map Amendments (Exhibits 2 and 3)

The adopted Subarea Plan includes a new land use designation map and proposed zoning map for the North Shore. Staff has prepared updated city-wide Comprehensive Plan and Zoning maps that incorporate the plan's changes.



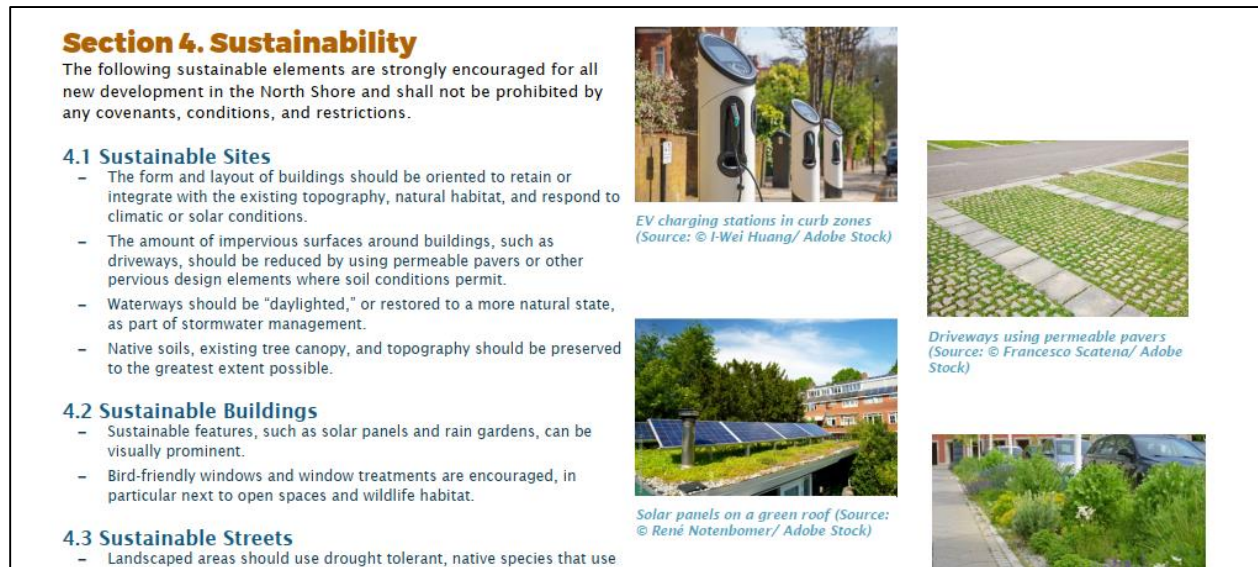
**Figure 1. Portion of North Shore Zoning Map.**

#### Design Manual (Exhibit 4)

The Subarea Plan includes several design guidelines intended to encourage high-quality design that creates a sense of place consistent with the community's vision for the North Shore. The North Shore Design Manual will work in conjunction with the zoning code to ensure that this vision is achieved with new development. The manual provides both recommended guidelines

that are “encouraged” and “should” be incorporated and required design principles that “shall” be met.

The manual includes land use and development standards for each zone designation. Each designation describes the intent and character of the zone, site development guidelines, site development principles, and illustrations. The manual also provides minimum requirements and guidance for rights-of-way and streetscapes. This section will inform the development of the City’s engineering standards.



**Figure 2. Excerpt from Design Manual Section 4.**

Following the July 3 workshop, Staff made minor amendments to the manual’s sustainability section. Language has been added to encourage installation of electric vehicle charging stations within street curb zones and to ensure that no development’s covenants, conditions, and restrictions prohibit the use or visual prominence of sustainable elements identified in the manual.

**BENEFITS TO THE COMMUNITY:** Adoption of the proposed North Shore Subarea zoning text amendments, zoning and comprehensive plan map amendments, and design manual will implement the City’s Comprehensive Plan and North Shore Subarea Plan.

**RECOMMENDATION:** The Planning Commission at its June 20, 2023, meeting held a public hearing and recommended that City Council adopt the proposed North Shore Subarea zoning text amendments, zoning and comprehensive plan map amendments, and design manual.

Staff recommends Council hold the public hearing, take public testimony, and approve the proposed North Shore Subarea zoning text amendments, zoning and comprehensive plan map amendments, and design manual as recommended by the Planning Commission, and direct the City Attorney to prepare an ordinance for adoption on August 7, 2023.

## **Title 18 ZONING<sup>1</sup>**

### **Chapter 18.01 GENERAL PROVISIONS**

#### **18.01.010 Title.**

The ordinance codified in this title shall be known and cited as the "Zoning Code of the City of Camas."  
(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

#### **18.01.020 Purpose.**

- A. The purposes of this title are: to implement the comprehensive plan for the city; to encourage the most appropriate use of land; to conserve and stabilize the value of property; to aid in rendering of fire and police protection; to provide adequate open space for light and air; to lessen the congestion on streets; to give an orderly growth to the city; to prevent undue concentration of population; to improve the city's appearance; to facilitate adequate provisions for community utilities and facilities such as water, sewerage, and electrical distribution system, transportation, schools, parks, and other public requirements; and in general to promote public health, safety and general welfare.
- B. Since the public health, safety and general welfare is superior to the interests and pecuniary gains of the individual, this title may limit the use of property and prevent its most profitable gain. If some reasonable use of property is allowed by this title and the effect is not confiscatory, the city is exercising a proper use of police power.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

#### **18.01.030 Standards designated.**

The standards established by this title are determined to be the minimum requirements in the interest of public health, safety and general welfare.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

#### **18.01.040 Interpretation.**

Where the conditions imposed by any provision of this title upon the use of land or building or upon the size, location, coverage or height of buildings are either more restrictive or less restrictive than comparable conditions

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<sup>1</sup>Prior history: Prior code §§ 11.76.010—11.76.180 as amended by Ords. 1621, 1976, 2022, 2121, 2290, 2291, 2295, 2298, 2299, 2306, 2312, 2313, 2315, 2320, 2322, 2332, 2338, 2362, 2363, 2364, 2365, 2368, 2369, 2370, 2378, 2383, 2389 and 2408.

imposed by any other provisions of this title or of any ordinance, resolution or regulation, the provisions which are more restrictive shall govern.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

### **18.01.050 Severability.**

The provisions of this title are declared to be severable. If any section, sentence, clause or phrase of this title is adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this code.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

## **Chapter 18.03 DEFINITIONS<sup>2</sup>**

### **18.03.010 Purpose.**

The purpose of the definitions chapter is to carry out the intent of the city's development regulations. The terms defined in this chapter are the minimum necessary to resolve questions of interpretation. Terms not defined shall hold their common and generally accepted meaning, unless specifically defined otherwise in this code.

(Ord. 2515 § 1 (Exh. A (part)), 2008)

( Ord. No. 2691, § I(Exh. A), 1-21-2014 )

### **18.03.020 Interpretation of terms.**

- A. Terms in this title that are not defined in this chapter hold their common and accepted meaning.
- B. The following terms shall be interpreted as follows:
  1. Words used in the present tense include the future;
  2. The plural includes the singular and vice-versa;
  3. The words "will" and "shall" are mandatory;
  4. The word "may" indicates that discretion is allowed;
  5. The word "used" includes designed, intended, or arranged to be used;
  6. The masculine gender includes the feminine and vice-versa;
  7. The word "person" may be taken for persons;
  8. The word "building" includes a portion of a building or a portion of the lot on which it stands;
  9. Distances shall be measured horizontally unless otherwise specified;
  10. The word "occupied" includes designed or intended to be used.

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<sup>2</sup>Prior ordinance history: Ords. 2443, 2455 and 2481.

(Ord. 2515 § 1 (Exh. A (part)), 2008)

### **18.03.030 Definitions for land uses.**

For the purposes of this title, the following definitions shall apply:

"Accessory Residential Storage Lot" means a designated lot within a North Shore residential zone (LD-NS, HD-NS) for the use as a storage facility for recreational vehicles, boats, and/or other watercraft. A Homeowner's Association (HOA) shall operate and maintain the storage facility. Only residents within the established HOA may use the facility. The HOA will establish rules and regulations for the storage facility to be recorded within the Covenants, Conditions & Restrictions for the HOA during the subdivision application period. Lots created for use as accessory residential storage facilities shall meet the dimensional requirements of the designated North Shore land use designation they are in. The North Shore Design Manual defines additional development requirements for accessory residential storage lots.

"Adult Entertainment Facility" see CMC Chapter 5.36 Sexually Oriented Business.

"Adult family home" means a residential home in which a person or persons provide personal care, special care, room, and board to more than one, but not more than six adults who are not related by blood or marriage to the person or persons providing the services. Adult family homes are a permitted use in all areas zoned for residential use.

Animal Kennel. See "Kennel."

"Antique shop" means an establishment engaged in the sale of collectibles, relics or objects of an earlier period than the present.

"Appliance sales and incidental service" means an establishment engaged in the sale and repair of household or office tools or devices operated by gas or electric current. Such tools or devices may include stoves, fans, refrigerators, etc.

"Assisted living" means any group residential program that provides personal care and support services to people who need help with daily living activities as a result of physical or cognitive disability. Assisted living communities usually offer help with bathing, dressing, meals and housekeeping. The amount of help provided depends on individual needs, however, full-time (twenty-four hours a day) care is not needed. Assisted living communities go by a variety of names: adult homes, personal care homes, retirement residences, etc.

"Automobile repair garage" means a building designed and used for the storage, care repair, or refinishing of motor vehicles including both minor and major mechanical overhauling, paint and body work.

"Automobile sales, new or used" means an establishment that provides for the sale of motorized vehicles as its primary use.

"Automobile service station" means any premises used primarily for supplying motor fuel, oil, minor servicing, excluding body and fender repair, and for sale of accessories as a secondary service for automobiles at retail direct to the customer.

"Automobile wrecking" means the dismantling or wrecking of used motor vehicles or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked vehicles or their parts when screened from view from a public roadway and adjoining properties.

Bakery (Retail). "Retail bakery" means an establishment where the majority of retail sale is of products such as breads, cakes, pies, pastries, etc., which are baked or produced and for sale to the general public.

Bakery (Wholesale). "Wholesale bakery" means an establishment where breads, cakes, pies, pastries, etc. are baked or produced primarily for wholesale rather than retail sale.

Bar. See "Tavern."

"Bed and breakfast inn" means a dwelling or portion thereof, where short-term lodging rooms and meals are provided. The operator of the inn shall live on the premises or in adjacent premises. A bed and breakfast which includes six or more guest rooms shall be classified and defined as a hotel.

"Boat sales, and repair" means a business primarily engaged in sales and repair of new and used motorboats, sailboats, and other watercraft. Also includes businesses primarily engaged in the sale of supplies for boating.

"Book, stationery and art supply store" means an establishment engaged in the retail sale of books and magazines, stationery, record and tapes, video and art supplies, including uses.

Brew pub. See "specialty goods production."

"Building and hardware and garden supply store" means an establishment engaged in selling lumber and other building materials such as paint, glass, wallpaper, tools, seeds and fertilizer.

"Bus station" means an establishment for the storage, dispatching, repair and maintenance of coaches and vehicles of a transit system.

Child Care. See "Day care."

"Church" means a permanently located building commonly used for religious worship, fully enclosed with walls and roof. A memorial chapel is similar to a church, with the exception that no funeral home activities, such as embalming or casket display are permitted.

"Clinic" means a building or portion of a building containing offices and facilities for providing medical, dental and psychiatric services for outpatients only.

"Community center" means a facility owned and operated by a public agency or nonprofit corporation; provided, that the principal use of the facility is for public assistance, recreation, community improvement, or public assembly.

Convenience Store. See "Grocery, neighborhood."

"Convention center" means an establishment developed primarily as a meeting facility; including facilities for recreation and related activities provided for convention participants, excluding overnight lodging.

"Day care center" means a state licensed entity regularly providing care for thirteen or more children for periods of less than twenty-four hours. A day care center is not located in a private family residence unless the portion of the residence to which the children have access is used exclusively for the children during the hours the center is open or is separate from the usual quarters of the family.

Day Care, Family Home. "Family home day care" means an entity regularly providing care during part of the twenty-four hour day to six or fewer children in the family abode of the person(s) under whose direction the children are placed; or, a state licensed entity regularly providing care during part of the twenty-four hour day to between six and twelve children in the family abode of the person(s) under whose direction the children are placed.

Day Care, Mini-Center. "Mini-center day care" means a state licensed entity providing care during part of the twenty-four hour day period for twelve or fewer children in a facility other than the family abode of the person or persons under whose direct care the children are placed, or for the care of seven through twelve children in the family abode of such person or persons.

"Delicatessen (deli)" means retail food stores selling ready-to-eat food products such as cooked meats, prepared salads or other specialty food items. This definition includes seafood, health food and other specialty foods.



"Drug store" means an establishment engaged in the retail sale of prescription drugs, nonprescription medicines, cosmetics and related supplies.

"E-cigarette" means any electronically actuated device or inhaler meant to simulate cigarette smoking that uses a heating element to vaporize a liquid solution, popularly referred to as "juice," and that causes the user to exhale any smoke, vapor, or substance other than that produced by unenhanced human exhalation. The juice used in e-cigarettes typically contains nicotine, and for this reason e-cigarettes and their juice fall under the classification of tobacco products and tobacco paraphernalia.

"Electric vehicle battery charging station" and "rapid charging station" mean an electric component assembly, or cluster of component assemblies designed specifically to charge batteries within electric vehicles, which meet or exceed any standards, codes, and regulations set forth by RCW Chapter 19.28.

"Electric vehicle infrastructure" means structures, machinery, and equipment to support electric vehicles such as a battery exchange station or facility, and which may be subject to site plan permits.

"Event center" means a building or property used by groups for celebratory events (e.g. weddings, parties, reunions, etc.), meetings and other events. Occupancy must be less than two hundred persons otherwise it shall be regulated as a convention center. Events may occur outdoors. Typically food service and alcohol are associated with this use.

"Fitness center/sports club" means an establishment engaged in operating physical fitness facilities, sports and recreation clubs.

"Florist shop" means establishments engaged in the retail sale of flowers and plants.

"Food carts/food trucks/food delivery business" means a business in which food is primarily prepared and sold from a vehicle or trailer. Restaurants or fast food restaurants in a permanent building are not included in this definition. Food carts are generally not allowed to conduct business within the public right-of-way and must be located on leased or owned property. For more information refer to zoning structure setbacks, uses allowed in the zone, and siting requirements at CMC Chapter 18.18 Site Plan Review.

"Funeral home" means a building where services and/or ceremonies are held in conjunction with human burial or cremation. Crematories may be an accessory use to a funeral home.

"Furniture store" means establishments engaged in the retail sale of household furniture and furnishings for the home.

"Gas/fuel station" means establishments engaged primarily in the sale of automobile gasoline or other auto fuel to the general public.

"Gas/fuel station with mini market" means establishments engaged in the sale of gasoline or other auto fuel together with a minor incidental building in which incidental items including snack foods and beverages are sold.

"Golf course" means a recreational facility, under public or private ownership, designed and developed for uses including, but not limited to a golf course, driving range, putt-putt golf, and other auxiliary facilities such as a pro shop, caddy shack building, restaurant, meeting rooms, and storage facilities.

Grocery, Large Scale. "Large scale grocery" means a retail business enclosed within a structure greater than thirty thousand square feet with the majority of sales relating to food for the consumption off-premises.

Grocery, Neighborhood. "Neighborhood grocery" means a retail business enclosed within a structure less than six thousand square feet with the majority of sales relating to food and associated items. Limited outdoor storage may be permitted; provided it complies with screening requirements. Where outdoor storage occurs, the use shall be defined as a small scale grocery.

Grocery, Small Scale. "Small scale grocery" means a retail business enclosed within a structure between six thousand square feet and thirty thousand square feet with the majority of sales relating to food for the consumption off-premises.

Hardware Store. See "Building, hardware and garden supply store."

"Hazardous waste" means all dangerous and extremely hazardous, as defined in RCW 70.105.010, except for moderate-risk waste.

"Hazardous waste storage" means the holding of dangerous waste for a temporary period, as regulated by state dangerous waste regulations, Chapter 173-303, Washington Administrative Code.

"Hazardous waste treatment" means the physical, chemical or biological processing of dangerous waste to make waste nondangerous or less dangerous, safer for transport, amenable for energy or material resource recovery, amenable for storage, or reduced in volume.

Hazardous Waste Treatment and Storage Facility, Off-site. "Off-site hazardous waste treatment and storage facility" means treatment and storage facilities of hazardous wastes generated on properties other than those on which the off-site facility is located.

Hazardous Waste Treatment and Storage Facility, On-site. "On-site hazardous waste treatment and storage facility" means treatment and storage of hazardous wastes generated on-site.

"Home occupation" See CMC Chapter 18.39 Home Occupations.

"Hospital" means an establishment that provides sleeping and eating facilities to persons receiving medical, obstetrical or surgical care and nursing service on a continuous basis.

"Hotel" means a building or buildings in which short-term lodging is provided for a fee for up to thirty consecutive nights. The facility may provide such things as restaurants, meeting rooms, self-service kitchens, and/or other auxiliary facilities and services. This definition is interchangeable with "motel," "hostel," and "inn."

Junkyard. See "Wrecking yard."

"Kennel/boarding (incidental use)" means any premises or building in which four or more dogs or cats at least four months of age are kept commercially for training or board. Propagation and sale of pets may not occur as an incidental use. Facilities for the boarding of animals may occupy no more than 30 percent of the gross floor area of the primary building and must be indoors. Excessive barking may be considered cause for revocation of permit in accordance with CMC Section 9.32.050 Public disturbance noises.

"Kennel/commercial boarding (primary use)" means any premises or building in which four or more dogs or cats at least four months of age kept commercially for board, propagation or sale. Facilities for kennels/boarding must be entirely indoors, unless otherwise approved with a Type III permit.

Laundry/dry cleaning (industrial): "Industrial laundry/dry cleaning" means a business supplying bulk laundry services, such as linen and uniform services on a rental or contract basis. May also include cleaning used carpets and upholstery.

Laundry/dry cleaning (retail): "Retail laundry/dry cleaning" means a business providing drop-off and pick-up services of laundry and dry cleaning (except coin-operated); and providing specialty cleaning services for specific types of garments and other textile items (except carpets and upholstery), such as fur, leather, or suede garments; wedding gowns; hats; draperies; and pillows.

Laundry, self-service: "Self-service laundry" means a business providing coin-operated machines for home type washing, drying, and/or ironing to be performed primarily by customers.

Live-work unit: "Live-Work" means a type of residential mixed-use development that combines a nonresidential use with a residential use in the same unit, and where a resident uses the workspace. The living space may be located in front or behind the workspace on the same floor or on a separate floor.

"Marijuana processor" means a facility licensed by the Washington Liquor Control Board to transform marijuana into usable marijuana and marijuana-infused products into useable marijuana and marijuana-infused products, package and label useable marijuana and marijuana-infused products for sale in retail outlets, and sell usable marijuana and marijuana-infused products at wholesale to marijuana retailers. Processors are classified as follows:

Processor I, a facility limited to drying, curing, trimming, and packaging; and

Processor II, a facility that extracts concentrates, infuses products, or involves mechanical and/or chemical processing in addition to drying, curing, trimming, and packaging.

"Marijuana producer" means a facility licensed by the Washington State Liquor Control Board for the growing and sale at wholesale of marijuana to marijuana processors and other marijuana producers.

"Marijuana retailer" means a facility licensed by the Washington State Liquor Control Board for the sale to consumers of usable marijuana and marijuana-infused products.

"Meeting facility" means a primary or secondary use in which a room or series of rooms are available for businesses purposes on an hourly or daily rate.

"Mini-storage facility" means a building consisting of individual, small, self-contained units that are leased or owned for the storage of business and household goods or contractor's supplies. May also include an accessory residential use, which will not exceed nine hundred square feet of floor area or forty percent of the primary building size, whichever is lesser. This singular, accessory dwelling is intended solely as living quarters for security staff or for the manager, and shall not be leased to non-employees of the facility.

"Newspaper printing plant" means a building housing a business to include the writing, layout, editing, and publishing of a newspaper.

Nursery, Plant. "Plant nursery" means an enterprise, establishment, or portion thereof that conducts the retailing or wholesaling of plants grown on the site, as well as accessory items (but not farm implements). The accessory items normally sold include items such as clay pots, potting soil, fertilizers, insecticides, hanging baskets, rakes and shovels.

"Nursing, rest or convalescent home" means an establishment which provides full-time care for three or more chronically ill or infirm persons. Such care shall not include surgical, drug or alcohol treatment services, or obstetrical or acute illness services. See residential treatment facility (RTF) definition for drug and alcohol treatment services.

"Office supply store" means stores selling office products such as stationery, legal forms, writing implements, typewriters, computers, copiers, office furniture, and the like.

"Pawnshop" means establishments who lend money on goods deposited until redeemed.

"Permanent supportive housing" means subsidized, leased housing with no limit on of stay, that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the residents' health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in chapter 59.18 RCW.

"Pet shop" means establishments engaged in the retail sale of pets, pet food, supplies and the grooming of pets and other small animals.

Pharmacy. See "Drug store."

"Photographic" and "electronic stores" mean establishments engaged in the retail sale of camera and photographic supplies and a variety of household electronic equipment.

"Print shop" means a retail establishment that provides duplicating services using photocopy, blueprint, and offset printing equipment, including collating of booklets and reports.

"Professional offices" means an office containing activities such as those offered by a physician, surgeon, dentist, lawyer, architect, engineer, accountant, artist or teacher, real estate or insurance sales.

"Public agency" means any agency office for the administration of any governmental activity or program.

"Recreational vehicle (RV) park" means any lot of land upon which two or more recreational vehicle sites are located, established, or maintained for occupancy by recreational vehicles of the general public as temporary living quarters for recreation or vacation purposes.

"Recycling center" means a building in which used material is separated and processed prior to shipment to others who will use those materials to manufacture new products.

"Recycling collection point" means a collection point for recoverable resources, such as newspapers, glassware, and metal cans, with processing of items occurring off-site. See Figure 18.03-1.



**Figure 18.03-1 Recycling Collection Point**

"Recycling plant" means a facility that is not a junkyard and in which recoverable resources, such as newspapers, glass, metal cans and other products are reprocessed and treated to return such products to a condition in which they may again be used for production.

"Residential care facility" means a facility, licensed by the state of Washington, that cares for at least five but not more than fifteen people with functional disabilities, and that has not been licensed as an adult family home pursuant to RCW 70.128.175.

"Residential treatment facility (RTF)" means a facility meeting applicable state and federal standards that provides support services including, but not limited to, counseling, rehabilitation and medical supervision for the need of drug or alcohol treatment. An RTF may function as a residence, day-treatment facility, or a combination thereof. An RTF may be staffed by resident or nonresident staff and may include more than eight unrelated individuals. An RTF shall not be located within one thousand feet of public and private schools, public parks, public libraries, other RTFs, or similar uses.

"Restaurant" means an establishment that serves food and beverages primarily to persons seated within the building. This includes cafes, coffee shops, tearooms, and outdoor cafes.

Restaurant, Fast Food. "Fast food restaurant" means an establishment that offers quick food service, which is accomplished through a limited menu of items already prepared and held for service, or prepared, fried, or grilled quickly, or heated in a device such as a microwave oven. Orders are not generally taken at the customer's table, and food is generally served in disposable wrapping of containers. The establishment may also offer drive-up or drive-through service.

"Roadside produce stand" means an establishment engaged in the retail sale of local fresh fruits and vegetables and having permanent or semi-permanent structures associated with such use.

"Second-hand/consignment store" means an establishment engaged in the retail sale of used clothing, sports equipment, appliances and other merchandise.

"Smoke shop/head shop" means any premises where the primary use (fifty percent or more of the net floor area of a business) is dedicated to the display, sale, distributions, delivery, offerings, furnishing, or marketing of tobacco, tobacco products or tobacco paraphernalia.

"Sober Living Homes" means a home-like environment that promotes healthy recovery from a substance use disorder and supports persons recovering from a substance use disorder through the use of peer recovery support. Sober living homes are limited to no more than eight unrelated individuals.

"Social gathering hall" means a building used primarily by community groups and organizations for meetings, celebrations, bingo and other events.

"Specialty goods production" means small scale businesses that manufacture artisan goods or specialty foods. Small manufacturing production aims at direct sales rather than the wholesale market. This use may include public viewing, tasting area for consumption on site, restaurant or café, and other customer service space. This use category includes the following: Microbreweries (a.k.a. Brew pub), microdistilleries, and wineries; fruit and vegetable preserving and specialty foods; and artisan leather, glass, cutlery, hand tools, wood, paper, ceramic, textile and yarn products.

"Stock broker, brokerage firm" means a qualified and regulated professional or company that oversees financial assets, buys and sells (trades) shares or stocks, and other securities through market makers on behalf of investors.

"Tavern" means an establishment primarily serving alcoholic beverages for consumption on-site. Secondary activities may include dining, music, bottling, and sale of bottled beverages prepared on-site.

"Tiny house" and "Tiny house with wheels" means a dwelling to be used as permanent housing with permanent provisions for living, sleeping, eating, cooking, and sanitation built in accordance with state building code.

"Tiny house communities" means real property rented or held out for rent to others for the placement of tiny houses with wheels or tiny houses as approved through site plan review (Chapter 18.18).

"Tobacco paraphernalia" means any paraphernalia, equipment, device, or instrument that is primarily designed or manufactured for the smoking, chewing, absorbing, dissolving, inhaling, snorting, sniffing, or ingesting by any other means into the body of tobacco, tobacco products, marijuana, marijuana products, or other controlled substances as defined by the state of Washington. Items or devices classified as tobacco paraphernalia include but are not limited to the following: pipes, punctured metal bowls, bongs, water bongs, electric pipes, e-cigarettes, e-cigarette juice, buzz bombs, vaporizers, hookahs, and devices for holding burning material. Lighters and matches shall be excluded from the definition of tobacco paraphernalia.

"Tobacco product" means any product in leaf, flake, plug, liquid, or any other form, containing nicotine derived from the tobacco plant, or otherwise derived, which is intended to enable human consumption of the tobacco or nicotine in the produce, whether smoked, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means. For the purposes of this chapter, the term "tobacco product" excludes any product that has been specifically approved by the United States Food and Drug Administration (FDA) for sale as tobacco/smoking cessation product or for other medical purposes, where such product is marketed and sold solely for such an approved purpose.

"Transitional housing" means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living.

"Use" means an activity or a purpose for which land or a structure is designed, arranged or intended, or for which it is occupied or maintained.

"Veterinarian clinic" means a facility established to provide examination, diagnostic, and health maintenance services for medical and services for medical and surgical treatment of companion animals on an outpatient basis. A veterinarian clinic operates during regular business hours and discharges all patients prior to closing time.

"Vision clearance hazard" An object that interferes with vision near intersections of roadways and motor vehicle access points where a clear field of vision is required for traffic safety and to maintain adequate sight distance. See also ["Corner lot vision clearance area"] design provisions at Section 18.17.030.

"Veterinarian hospital" means a facility established to provide examination, diagnostic and health maintenance services for medical and surgical treatment of companion animals and equipped to provide housing and nursing care for them during illness or convalescence.

Warehouse, Bulk Retail. "Bulk retail warehouse" means a building primarily used for the storage and retail sale of large quantities of goods and materials.

Warehouse, Wholesale and Distribution. "Wholesale and distribution warehouse" means a use engaged in storage, wholesale, and distribution of manufactured products, supplies, and equipment, but excluding bulk storage of materials that are inflammable or explosive or that create hazardous or commonly recognized offensive conditions.

(Ord. 2515 § 1 (Exh. A (part)), 2008)

(Ord. No. 2612, § I(Exh. A), 2-7-2011; Ord. No. 2654, §§ I, II, 7-16-2012; Ord. No. 2691, § I(Exh. A), 1-21-2014 ; Ord. No. 2712 , § 2, 10-20-2014; Ord. No. 15-023 , § I, 11-16-2015; Ord. No. 17-013 , § I(Exh. A), 10-2-2017; Ord. No. 18-014, § X, 9-4-2018 ; Ord. No. 21-004 , § II(Exh. A), 3-15-2021; Ord. No. 22-007 , § I, 5-16-2022)

### **18.03.040 Definitions for development terms.**

As used in this title:

"Abutting" means adjoining.

Access Easement. See "Street."

Access Panhandle. See "Flag lot."

"Accessory structure or accessory use" means a structure or use incidental and subordinate to the principal use or structure and located on the same lot or tract.

"Alley" means a narrow street primarily for vehicular service access to the rear or side of properties otherwise abutting on another street.

"Annexation" means the legal process in which a parcel or contiguous group of parcels in an unincorporated area become part of the city taking the action of incorporation.

~~"Apartment house" means a building containing three or more dwelling units on a lot or parcel.~~

Arterial. See "Street."

"Assessment project" means the assessment may be a local improvement district (LID) or equitable reimbursement method.

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides.

"Binding site plan" means a drawing to scale which: (1) identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, and any other matters specified by local regulations; (2)

contains inscriptions or attachments setting forth limitations and conditions for the use of the land; and (3) contains provisions making any development be in conformity with the site plan.

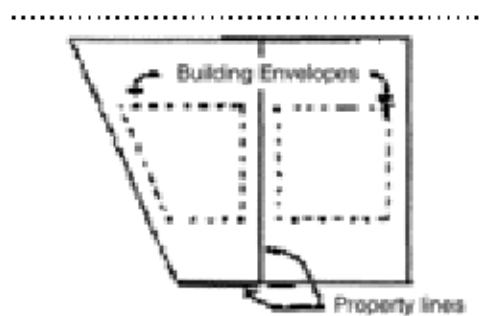
"Boundary line adjustment" means an adjustment of boundary lines between platted or unplatted lots or both, which does not create any additional lot, tract, parcel, site or division.

"Breakaway wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

"Breezeway" means a structure for the principal purpose of connecting the main building or buildings on a property with other main buildings or accessory buildings.

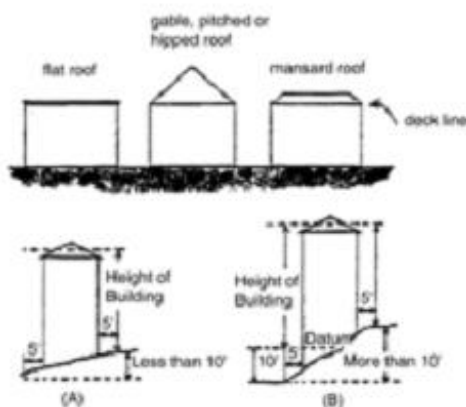
"Building" means any structure used or intended for supporting or sheltering any use or occupancy.

"Building envelope" means a delineated area identifying where a primary building may be established. See Figure 18.03-3.



**Figure 18.03-3**  
**Building Envelopes**

"Building height" means the vertical distance above a reference datum measured to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. The reference datum shall be selected by either of the following, whichever yields a greater building height: (a) the elevation of the highest adjoining sidewalk or ground surface within a five-foot horizontal distance or the exterior wall of the building when such sidewalk or ground surface is not more than ten feet above the lowest grade; (b) an elevation ten feet higher than the lowest grade when the sidewalk or ground surface described in subsection (a) of this definition is more than ten feet above the lowest grade. The height of a stepped or terraced building is the maximum height of segment of the building. See Figure 18.03-4.



#### Figure 18.03-4 Building Height

"Building line" means a line on a plat indicating the limit beyond which primary buildings or structures may not be erected.

"City" means the City of Camas.

Collector. See "Street."

"Commission" means the Planning Commission of the City of Camas.

"Comprehensive plan" means the comprehensive plan for the City of Camas, comprising plans, maps or reports, or any combination thereof relating to the future economic and physical growth and development of the city.

"Contractor" means the person/firm hired by the applicant to perform work.

"Council" means the Council of the City of Camas.

"Court" means a space open and unobstructed to the sky, located at or above grade level on a lot and bounded on three or more sides by walls of a building.

"Critical facility" means a facility for which even a slight chance of flooding might be too great. Critical facilities include (but are not limited to) schools, nursing homes, hospitals, police, fire and emergency response installations, and installations which produce, use, or store hazardous materials or hazardous waste.

Cul-de-sac. See "Street."

"Dedication" means the deliberate appropriation of land by an owner for any general and public uses, reserving to the owner no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted.

"Density transfer" means a transfer of dwelling units located on a site identified as sensitive lands or open space to the developable portion of land on the site. (Refer to Section 18.09.060 Density Transfers)

"Developed/net acreage" means the total acreage of a land use development exclusive of open space and critical areas.

"Development" within the area of special flood hazard means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations, or storage of equipment or materials located within the area of special flood hazard.

"Director" means community development director or designee.

"Driveway" means the required traveled path to or through a parking lot for three or more vehicles. A "driveway" also refers to the vehicular access for single-family dwelling.

"Dwelling unit" means an independent living unit within a dwelling structure designed and intended for occupancy by not more than one family and having its own housekeeping and kitchen facilities. Hotel, motel, and bed and breakfast that are primarily for transient tenancy are not considered dwelling units.

Dwelling Unit, Accessory. "Accessory dwelling unit" means an additional, smaller, subordinate dwelling unit on a lot or attached to an existing or new house. Refer to Chapter 18.27 Accessory Dwelling Units.

Dwelling, Condominium. "Condominium dwelling" means two or more units where the interior space of which are individually owned; but the balance of the property (both land and/or building) is owned in common by the collective owners of the building.



Dwelling, Multifamily. "Multifamily dwelling" or "apartment" means a building containing three or more dwelling units on a lot or parcel.

Dwelling, Duplex or Two-Family. "Duplex or two-family dwelling" means a structure containing two dwelling units on one lot.

Dwelling, Single-Family. "Single-family dwelling" means a detached building containing one dwelling unit.

Dwelling, Single-Family Attached (Row House). "Single-family attached dwelling" means a single household dwelling attached to another single household dwelling by a common vertical wall, and each dwelling is owned individually and located on a separate lot. These are more commonly referred to as townhouses or rowhouses.

Dwelling, Cottage Cluster. "Cottage-style home" or "Cottage Cluster" means a grouping of no fewer than four detached dwelling units with a maximum footprint of 1,000 square feet each and that includes a common courtyard. Cottage clusters may be located on a single lot or parcel or on individual lots or parcels. Cottage clusters are allowed on up to 25% of the developable acreage of a project site. Cottage cluster development standards are detailed in the North Shore Design Manual.

"Easement" means a grant of the right to use land for specific purposes.

"Elevated building" means for insurance purposes, a non-basement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

"Erosion control bond" insures the satisfactory installation, maintenance, and operation of erosion control measures within an approved development. The developer/owner is the principle and the city is the obligee. The bond shall remain in full force and effect until released by the city.

"Established grade" means the curb line grade established by the city.

Facility, Essential Public. "Essential public facility" means and includes those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities, state and local correctional facilities including substance abuse facilities, mental health facilities, and group homes.

Facility, Public. "Public facility" means streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, water towers, storm and sanitary sewer systems, parks and recreation facilities, and schools that are open to the general public and owned by or in trust for a government entity.

"Family" means an individual, or two or more persons related by blood or marriage, or two persons with functional disabilities as defined in this chapter, or a group of not more than five unrelated persons (excluding servants), living together in the same dwelling unit.

"Fence" means a structure, other than a building, designed, constructed and intended to serve as a barrier or as a means of enclosing a yard or other structure; or to serve as a boundary feature separating two or more properties. Landscaping plantings do not fall within this definition.

Fence, Sight-Obstructing. "Sight-obstructing fence" means a fence so arranged as to obstruct vision.

"Final acceptance" means city council approval of the complete public improvements and acceptance of the warranty for the public improvements. The end of the warranty period signifies the city responsibility for maintenance and repair of any public improvements.

"Final plat" means the final drawing of the subdivision or short subdivision and dedication, prepared for filing for record with the county auditor and containing all elements and requirements set forth in this chapter and in state law.

"Flag lot" means a lot that does not have full frontage on a public street and the "pole" of the flag lot is less than half the width of the average lot width. Flag poles shall be a minimum of twenty feet wide, provide a minimum of twelve feet wide pavement and extend no longer than three hundred feet.

"Floor area" means the area included within the surrounding exterior walls of a building or portion thereof, exclusive of vent shafts and courts. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above.

"Grade (adjacent ground elevation)" means the lowest point of elevation of the finished surface of the ground paving or sidewalk within the area between the building and the property line or, when the property line is more than five feet from the building, between the building and a line five feet from the building.

"Gross area" means the total usable area including accessory and common space dedication to such things as streets, easements and uses out of character with the principal use but within a unit of area being measured.

"Guest house" means an accessory, detached dwelling without kitchen facilities, designed for and used to house transient visitors or guests of the occupants of the main building without compensation.

Half Street. See "Street."

"Hammerhead" means a term used to describe a particular style of turnaround for emergency vehicles designed in accordance with guidelines in the Camas Design Standard Manual.

"Hearings examiner" conducts quasi-judicial public hearings for land development applications and renders decisions based on regulations and policies as provided in Camas Municipal Code and other ordinances. See CMC Chapter 2.15 Hearing Examiner System.

Height of Building. See "Building height."

"Home, designated manufactured" means a manufactured home which:

- (a) is comprised of at least two fully enclosed parallel sections each not less than twelve (12) feet wide by thirty-six feet long;
- (b) was originally constructed with and now has composition or wood shake or shingle, coated metal, or similar roof, or not less than 3:12 pitch;
- (c) has exterior siding similar in appearance to siding materials commonly used on conventional site-built IBC single-family residences; and
- (d) is placed upon a permanent foundation.

"Home, Manufactured" means a single-family residence constructed after June 15, 1976, in accordance with the U.S. Department of Housing and Urban Development (HUD) requirements for manufactured housing, and bearing the appropriate insignia indicating such compliance.

"Home, Mobile" means a single-family residence transportable in one or more sections that are eight feet or more in width and thirty-two feet or more in length, built on a permanent chassis, designed to be used as a permanent dwelling and constructed before June 15, 1976. Such home shall be installed in accordance with applicable WAC rules and regulations.

"Home, Modular" means a structure constructed in a factory in accordance with the International Building Code and bearing the appropriate insignia indicating such compliance. This definition includes "prefabricated," "panelized," and "factory built" units. Such home shall be installed in accordance with applicable WAC rules and regulations.

"Homeowner's association" means an incorporated, nonprofit organization operating under recorded land agreements through which: (a) each lot owner is automatically a member; and (b) each lot is automatically subject to a charge for a proportionate share of the expenses for the organization's activities, such as maintaining a common property.

"IBC" means the International Building Code as adopted by city council.

"IFC" means the International Fire Code as adopted by the city council.

"Infrastructure acreage" means the total area of public improvements including any utility or private road outside of the lot area, street right-of-way, and storm drainage facilities.

"IRC" means the International Residential Code as adopted by the city council.

"Land development" means any project subject to review under Title 16, 17 or 18.

"Lot" means a fractional part of divided lands having fixed boundaries, being of sufficient area and dimension to meet minimum zoning requirements for width and area. The term shall include parcels.

"Lot area" means the total square footage of a lot.

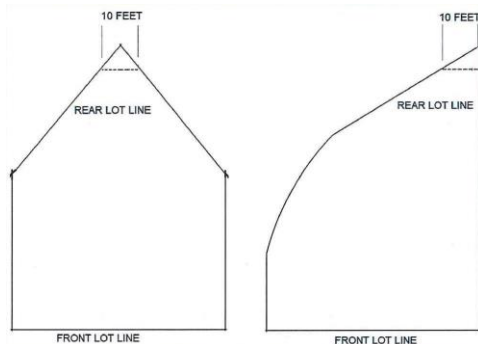
"Lot coverage" means the portion of a lot that is occupied by the principal and accessory buildings, including all projections except eaves, expressed as a percentage of the total lot area.

"Lot depth" means the horizontal distance from the midpoint of the front lot line to the midpoint of the rear lot line.

"Lot line" means the property line bounding a lot.

**Lot Line, Front.** "Front lot line" means, in the case of an interior lot, the lot line separating the lot from a street other than an alley, and in the case of a corner lot, the shortest lot line separating the lot from a street other than an alley.

**Lot Line, Rear.** "Rear lot line" means a lot line which is opposite and most distant from the front lot line. In the case of an irregular shaped lot, a line ten feet in length within the lot parallel to and most distant from the front lot line shall be considered the rear lot line for purposes of determining required setbacks. See Figure 18.03-6.

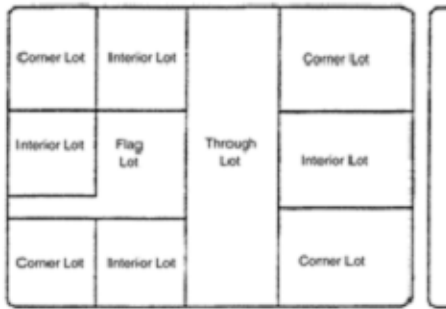


**Figure 18.03-6 Rear Lot Line in the Case of an Irregular Lot**

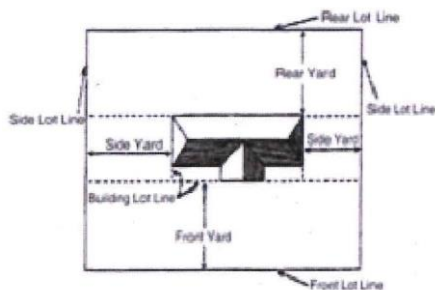
**Lot Line, Side.** "Side lot line" means any lot line not a front or rear lot line. See Figure 18.03-8.

"Lot width" means the horizontal distance between the side lot lines at a point midway between the front and rear property lines.

**Lot, Corner.** "Corner lot" means a lot abutting on two intersecting streets other than an alley provided that the streets do not intersect at an angle greater than one hundred thirty-five degrees. See Figure 18.03-7.



**Figure 18.03-7**  
**Lot Configuration**



**Figure 18.03-8**  
**Yard and Lot Lines**

Lot, Interior. "Interior lot" means a lot other than a corner lot. See Figure 18.03-7.

Lot, Through. "Through lot" means a lot having frontage on two parallel or approximately parallel streets. See Figure 18.03-7.

"Lot width" means the horizontal distance between the side lot lines at a point midway between the front and rear property lines.

"Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements found in CMC Chapter 16.57.

"Manufactured home park" means any property meeting the minimum standards established in CMC Chapter 18.29 "Manufactured home parks," which would be divided into individual spaces for sale, lease or rent for the accommodation of occupied manufactured/mobile homes.

Marginal Access Street. See "Street."

Minor Street. See "Street."

"Nonconforming building or use" See CMC Chapter 18.41 Nonconforming Uses.

"Owner" means the persons/organization who hold legal right to the property. The owner may also serve as applicant, developer and contractor.

"Pawnshop" means establishments who lend money on goods deposited until redeemed.

"Pedestrian way" means a right-of-way for pedestrian traffic connecting two streets other than at an intersection.

"People with functional disabilities" means a person who, because of a recognized chronic physical or mental condition or disease, is functionally disabled to the extent of:

1. Needing care, supervision or monitoring to perform activities of daily or instrumental activities of daily living;
2. Needing supports to ameliorate or compensate for the effects of the functional disability so as to lead as independent a life as possible;
3. Having a physical or mental impairment which substantially limits one or more of such person's major life activities; or
4. Having a record of having such an impairment, but such term does not include current, illegal use of or active addiction to a controlled substance.

"Performance bond" means a pledge, guarantee or bond, usually to back the performance of an individual or company. The bond guarantees the contractor's performance. A performance bond is generally used to ensure that a particular obligation will be completed at a certain date or that a contract will be performed as stated. It has no end date, but terminates upon successful completion of obligation.

"Person" means an individual, firm, partnership, corporation, company, association, syndicate or any legal entity, including any trustee, receiver, assignee or other similar representative thereof.

"Phase" means a group of lots, tracts or parcels within well identified and fixed boundaries. The term shall include blocks. Phases shall be consecutively numbered.

"Planned residential development (PRD)." See CMC Chapter 18.23 Planned Residential Development.

"Planning commission" means the planning commission of the City of Camas.

"Planning control area" means an area in a state of incomplete development within which special control is to be exercised over land partitioning.

"Plat" means a map or representation of a subdivision, showing thereon the division for a tract or parcel of land into lots, blocks, streets and alleys, or other divisions and dedications.

"Preliminary plat" means a neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, tracts and other elements of a land division consistent with the requirements of this chapter. The preliminary plat shall be the basis of the approval or disapproval of the general layout of the land division.

"Punch list" means a term used by the engineering department to designate items still to be completed per conditions of approval and city standards for the land use to reach final acceptance phase of the approval process.

"Recreational vehicle" means a vehicle which is: a) built on a single chassis; b) four hundred square feet or less when measured at the largest horizontal projection; c) designed to be self-propelled or permanently towable by a light duty truck; and d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Right-of-way" (commonly referred to as ROW) means the area between boundary lines of a street or other easement.

"Roadway" means the portion of a street right-of-way developed for vehicular traffic.

"Rowhouse." See "Dwelling, Single-Family Attached."

"Sensitive Areas and Open Space." For related definitions see CMC Section 18.03.050 Environmental definitions.

"Setback." See "Yard"

"Shorelines." For related definitions see CMC Section 18.88.030 Definitions in Chapter 18.88 Shoreline Management.

"Short plat" means a map or representation of a short subdivision.

"Short subdivision" means the division of land into nine or fewer lots, sites or divisions for the purpose of sale or lease.

"Sidewalk" means a pedestrian walkway with permanent surfacing to city standards.

"Sidewalk area" means the portion of a street right-of-way between proposed curb line and adjacent lot line.

"Signs." For related definitions see Chapter 18.15 Signs.

"Start of construction" means and includes substantial improvement, and means the date the building permit was issued, provided that the actual start of construction, repair, reconstruction, placement, or other improvement was within one hundred eighty days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the state of excavation; of the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundation, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Story" means the space between two successive floors in a building. The top floor shall be the space between the floor surface and the underside of the roof framing. A basement shall be counted as a story if over fifty percent of its ceiling is over six feet above the average finished grade of the adjoining ground surface.

"Story, First." "First story" means the lowest story in a building which qualifies as a story, as defined in this chapter, except that a floor level in a building having only one floor level shall be classified as a first story, provided such floor level is not more than eight feet below grade, as defined in this chapter, at any point.

"Story, Half." "Half-story" means a space under a roof which has the line of intersection of roof decking and exterior wall face not more than four feet above the top floor level. A half-story containing one or more dwellings shall be counted as a full story.

"Street" means the entire width between the boundary of property or lot lines, for the purpose of vehicular and pedestrian traffic. See Table 17.19-1.

1. "Access easement" refers to "private road."
2. "Alley" means a narrow street primarily for vehicular service access to the back or side of properties otherwise abutting on another street.
3. "Arterial" means a street of considerable continuity that is primarily a traffic artery for intercommunication among large areas. There are usually three to five lanes of traffic.
4. "Collector" means a street supplementary to the arterial street system and a means of intercommunication between this system and smaller areas; used to some extent for through traffic and to some extent for access to abutting properties. There are usually two to three lanes of traffic.

5. "Cul-de-sac (dead-end street)" means a short street having one end open to traffic and being terminated by a vehicle turnaround. See Design Standards Manual for required right-of-way, pavement, curb and gutters.
6. "Driveway" see "Private road."
7. "Half street" means a portion of the width of a street usually along the edge of a subdivision where the remaining portion of the street could be provided in another subdivision.
8. "Marginal access street" means those streets whose primary function is the circulation of through traffic and shall include all major and secondary arterials and all collector streets identified in the city comprehensive plan.
9. "Minor street" means a street intended exclusively for access to abutting properties. Also referred to as a neighborhood street. This type of street has only two lanes of traffic.
10. "Private road" means a strip of land that provides access to a lot, tract or parcel. This road is privately maintained but is designed and installed per Table 17.19-1 and with approval of the engineering manager.

"Structural alteration" means any change to the supporting members of a building including foundations, bearing walls or partitions, columns, beams or gliders, or any structural change in the roof.

"Structure" means that which is built or constructed. An edifice or building of any kind or any piece of work artificially built up or composed of parts joined together in some definite manner.

"Subdivision" means a division or redivision of land into ten or more lots, tracts, sites or divisions for the purpose of sales, lease or transfer of ownership.

"Subdivision improvement bond" means a guarantee that improvements to an approved residential development will be completed in accordance with city standards, and code as stated in conditions of approval. The owner is the principle and the city is the obligee. There is no expiration date on this type of bond but it terminates upon acceptance of improvements by the city. The bond is issued in the amount equal to one hundred five percent of the cost of all public improvements and any improvements required as part of the conditions of approval per CMC Section 17.21.050 Bonds and other financial agreements.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.

"Substantial improvement" for the purposes of CMC 16.57 Frequently Flooded Areas, substantial improvement means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure either:

- 1) Before the improvement or repair is started; or
- 2) If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term can exclude:

- 1) Any project for improvement of a structure to correct pre-cited existing violations of state or local health, sanitary, or safety code specifications which have been previously identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or
- 2) Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

"Supported living arrangement" means a living unit owned or rented by one or more persons with functional disabilities who receive assistance with activities of daily living, instrumental activities of daily living, and/or medical care from an individual or agency licensed and/or reimbursed by a public agency to provide such assistance.

"Telecommunications." For related definitions see Section 18.35.030 Definitions in Chapter 18.35 Telecommunications Ordinance.

"Tract" means an area dedicated to such things as streets, easements and uses out of character with the principal use, but within a unit of area being measured. Tracts may include critical areas, storm ponds, and forestlands, parkland and other open space. Tracts shall not be considered lots for the purpose of determining short plat or subdivision status. Tracts shall not be considered buildable lots of record.

"Turn-arounds" are any location identified by the city engineering manager as necessary to be improved for emergency and other vehicles to turn around.

"UBC." See "IBC" or "IRC."

"Usable Open Space" means areas planned and improved to provide opportunities for active recreation, passive relaxation, or community interaction, and that are accessible to the public or to residents, employees, or customers in common. Examples include plazas, courtyards, private parks, sport fields and courts, and viewpoints overlooking natural resource areas. Usable Open Space does not include public parks unless the parks were approved as Usable Open Space and conveyed to the City.

Utility Facilities, Minor. "Minor utility facilities" means those facilities which have a local impact on surrounding properties and are necessary to provide essential services such as:

1. Substations (transmission and distribution);
2. Pump stations;
3. Outfalls;
4. Water towers and reservoirs;
5. Public wells;
6. Cable television receiver and transmission facilities, excluding wireless communications facilities as defined in CMC Section 18.35.030 Definitions;
7. Catch basins, retention ponds, etc.;
8. Water treatment facilities.

"Vision clearance area" means a triangular area on a lot at the intersection of two streets, or a street and an alley, or a street and a railroad, two sides of which are lot lines measured from their corner intersection for a distance specified in the code. The third side of the triangle is a line across the corner of the lot adjoining the ends of the other two sides. Where the lot lines at intersections have rounded corners, the lot lines will be extended in a straight line to a point of intersection. See Section 18.17.030 [Corner lot vision clearance area,] along with Figures 18.17-030-1 and 18.17-030-2.

"Warranty bond" means and is referred to as a function and maintenance bond, it is generally used to insure the satisfactory operation to public improvements within an approved development. The developer is the principal and the city is the obligee. The warranty bond has a beginning and ending date in amount specified per CMC Section 17.21.040(B)(1). At the end of the warranty period, the city will assume responsibility for the maintenance and repair of the public improvement.

"Wireless." For related definitions see Chapter 18.35 Telecommunication Ordinance.



"Yard" means an open space, other than a court or accessory structure, unobstructed from the ground to the sky, except where specifically provided by this code, on the lot on which a building is situated. See Figure 18.03-8.

"Yard, Front." "Front yard" means an open space between the side lot lines and measured horizontally, from the front lot line at right angles to the front lot line, to the nearest point of the building. See Figures 18.03-8 and 18.03-6.

"Yard, Rear." "Rear yard" means an open space between side lot lines and measured horizontally, at right angles from the rear lot line, to the nearest point of the main building. See Figures 18.03-8 and 18.03-6.

"Yard, Side." "Side yard" means an open space between a building and the side lot line measured horizontally, at right angles from the side lot line, to the nearest point of the main building. See Figure 18.03-8.

(Ord. 2515 § 1 (Exh. A (part)), 2008)

(Ord. No. 2612, § I(Exh. A), 2-7-2011; Ord. No. 2648, § I, 5-21-2012; Ord. No. 2691, § I(Exh. A), 1-21-2014 ; Ord. No. 17-013 , § I(Exh. A), 10-2-2017; Ord. No. 18-014, § XI, 9-4-2018 ; Ord. No. 19-012, § II(Exh. A), 11-4-2019 ; Ord. No. 21-005 , § I(Exh. A), 3-15-2021)

### **18.03.050 Environmental definitions.**

In addition to the definitions found in Title 16, the following definitions shall also apply to this title:

"Adverse environmental impact" means an impact caused by vegetation removal which creates a risk of landslide or erosion, or which alters or damages wetlands, wetland buffers, wildlife habitat, streams, or watercourses.

"Alteration of watercourse" any action that will change the location of the channel occupied by water within the banks of any portion of a riverine waterbody.

"Area of shallow flooding" a designated zone AO, AH, AR/AO or AR/AH (or VO) on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. Also referred to as the sheet flow area.

"Area of special flood hazard" means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as zone A, AO, AH, A1-30, AE, A99, AR (V, VO, V1-30, VE). "Special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard".

"Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year (also referred to as the "one hundred-year flood").

"Base flood elevation (BFE)" means the elevation to which floodwater is anticipated to rise during the base flood.

"Best available information" means, in the absence of official flood insurance rate map data, communities can use data from other federal, state, or other sources; provided this data has either been generated using technically defensible methods or is based on reasonable historical analysis and experience. Flood data from existing flood events may be used where flood events are considered more accurate indicators of past base flood conditions. Any variance from adopted flood insurance rate maps must be of a more restrictive nature.

"Buffer" means either: (i) an area adjacent to hillsides which provides the margin of safety through protection of slope stability, attenuation of surface water flows, and landslide, seismic, and erosion hazards reasonably, necessary to minimize risk to the public from loss of life, well-being, or property damage resulting from

natural disasters; or (ii) an area adjacent to a stream or wetland which is an integral part of the stream or wetland ecosystem, providing shade; input of organic debris and coarse sediments; room for variation in stream or wetland boundaries; habitat for wildlife; impeding the volume and rate of runoff; reducing the amount of sediment, nutrients, and toxic materials entering the stream or wetland; and protection from harmful intrusion to protect the public from losses suffered when the functions and values of stream and wetland resources are degraded.

"Critical root zone" is the area of soil around a tree trunk where roots are located that provide stability and uptake of water and minerals required for tree survival.

"Diameter at breast height (DBH)" means the diameter of the tree measured at four feet six inches above soil grade.

"Drainage facility" means the system of collecting and storing surface and stormwater runoff. Drainage facilities shall include but not be limited to all surface and stormwater runoff conveyance and containment facilities including streams, pipelines, channels, ditches, wetlands, closed depressions, infiltration facilities, retention/detention facilities, and other drainage structures and appurtenances, both natural and man-made.

"Environmentally sensitive area(s)" or "sensitive lands" means areas within the city that are characterized by, or support unique, fragile or valuable natural resources, or that are subject to natural hazards. Sensitive areas include wetlands and wetland buffers, streams and watercourses, steep slopes, and areas with potentially unstable soils, as those areas are defined and identified pursuant to this title and Title 16.

"Flood or Flooding" means:

- A. A general and temporary condition of partial or complete inundation of normally dry land areas from:
  - 1. The overflow of inland or tidal waters.
  - 2. The unusual and rapid accumulation or runoff of surface waters from any source.
  - 3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph [B.] of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- B. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph [A.] of this definition.

"Flood elevation study" means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. Also known as a flood insurance study (FIS).

"Flood insurance rate map (FIRM)" means the official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a digital flood insurance rate map (DFIRM).

"Flood insurance study (FIS)" means the official report provided by the Federal Insurance Administration that includes flood profiles, the flood insurance rate maps, and the water surface elevation of the base flood.

"Floodplain or flood prone area" means any land area susceptible to being inundated by water from any source. See "flood or flooding."

"Floodplain administrator" means the community official designated by title to administer and enforce the floodplain management regulations.

"Flood proofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. Flood proofed structures are those that have the structural integrity and design to be impervious to floodwater below the base flood elevation.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "regulatory floodway."

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities.

"Hazard tree." A hazard tree is any tree with a combination of structural defect and/or disease, which makes it subject to a high probability of failure and a proximity to persons or property which makes it an imminent threat.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Hillsides" means geological features of the landscape having slopes of fifteen percent or greater. To differentiate between levels of hillside protection and the application of development standards, the city categorizes hillsides into four groups: hillsides of at least fifteen percent but less than forty percent; hillsides with unstable slopes; hillsides of forty percent slope and greater; hillsides which are ravine sidewalls or bluffs.

"Historic structure" means any structure that is:

- A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
- C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  - 1. By an approved state program as determined by the Secretary of the Interior, or
  - 2. Directly by the Secretary of the Interior in states without approved programs.

"Mean sea level" for purposes of the National Flood Insurance Program, the vertical datum to which base flood elevations shown on a community's flood insurance rate map are referenced.

"Mitigation" means the use of any combination of, or all of the following actions:

- A. Avoid impacts to environmentally sensitive areas by not taking a certain action, or parts of an action;
- B. Minimize impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts;
- C. Rectifying the impact by repairing, rehabilitating, or restoring the affected environmentally sensitive area;
- D. Reducing or eliminating the impact over time by reservation and maintenance operations during the life of the development proposal;

- E. Compensating for the impact by replacing or enhancing environmentally sensitive areas, or providing substitute resources.

"New construction" for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial flood insurance rate map or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

"Open space" means land set aside and maintained in a natural state, providing air, light, and habitat for wildlife, and/or containing significant trees and vegetation. Open space may contain environmentally sensitive lands, which include but are not limited to steep slopes and areas with unstable soils, wetlands, and streams and watercourses. Open space may also provide for active and passive recreation use. There are two general categories of open space, which are as follows:

- A. "Natural open space" means land devoted to protecting environmentally sensitive lands as defined in this title and CMC Title 16. Natural open space generally has no developed areas, with the exception of trails as identified in the comprehensive parks, recreation, open space plan, or by a condition of development approval.
- B. "Recreational open space" means land set aside for recreational opportunities, which may contain trails, sports fields, playgrounds, swimming pools, tennis courts, and picnic areas. Recreational open space is generally limited in size and intensity, proportionate to the development, and is intended for the enjoyment of the residents of the development.

"Open space connectors" means tracts of land with typically no sensitive lands that connect parcels of land to form the open space network.

"Open space network" means a network of open space composed of mostly wooded areas, steep slopes, ravines, streams and waterways, as areas identified in the comprehensive parks, recreation, and open space plan.

"Protective mechanism" means a method of providing permanent protection to open space, and shall include conservation easements, dedication to the city, conveyance to a public or private land trust, conveyance to a homeowner's association, restrictive covenants, or any combination of such mechanisms.

"Ravine sidewall" means a steep slope which abuts and rises from the valley floor of a stream, and which was created by the wearing action of the stream. Ravine sidewalls contain slopes predominantly in excess of forty percent, although portions may be less than forty percent. The toe of a ravine sidewall is the stream valley floor. The top of a ravine sidewall is typically a distinct line where the slope abruptly levels out. Where there is no distinct break in slope, the top is where the slope diminishes to less than fifteen percent. Minor natural or man-made breaks in the slope of ravine sidewalls shall not be considered as the top. Benches with slopes less than fifteen percent, and containing developable areas, shall be considered as the top.

Sensitive Areas. See "environmentally sensitive areas."

"Sensitive area(s) map(s)" means those maps adopted, and/or incorporated by reference, by the city to identify the general location of environmentally sensitive or valuable areas. In case of questions as to map boundaries or mapping errors, the presence or absence of a sensitive area shall be determined in the field by a qualified professional, experienced in a discipline appropriate to evaluation of the appropriate feature, and shall determine the applicability of this chapter.

"Significant trees" means evergreen trees eight inches DBH, and deciduous trees twelve inches DBH. Does not include hazard trees or invasive species.

"Steep slopes" or "area with potential unstable soils" means any land potentially subject to landslides, severe erosion, or seismic activity (earthquake faults). Steep slopes are generally characterized by slopes of fifteen

percent or greater, impermeable subsurface material (sometimes interbedded with permeable subsurface material), and/or springs or seeping groundwater during the wet season. Seismic areas are those lying along or adjacent to identified earthquakes faults.

"Stream" or "watercourse" means those areas where surface waters produce a defined channel or bed. The channel or bed need not contain water year-round. This definition does not include irrigation ditches, canals, storm or surface water conveyance devices, or other entirely artificial watercourses. Streams are further categorized as Class 1 through 5 in accordance with the classifications used by WAC 222-16-030.

"Structure" for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Tree protection zone" is an arborist-defined area surrounding the trunk intended to protect roots and soil within the critical root zone and beyond, to ensure future tree health and stability. Tree protection zones may be calculated based on multiplying the tree's DBH by a factor of twelve depending on the tree's species and tolerance of root disturbance.

"Variance" means a grant of relief by a community from the terms of a floodplain management regulation.

"Water dependent" means a use or portion of a use that cannot exist in a location which is not adjacent to the water, and which is dependent on the water by reason of the intrinsic nature of its operations. Examples include, but are not limited to: aquaculture, marinas, or float plane facilities.

"Wetland bond" insures the satisfactory installation, maintenance, and monitoring of wetland creation or enhancement as may be required as part of the SEPA or wetland mitigation plans. The bond has a beginning and ending date, and shall be in the amount as specified in CMC Section 17.21.050(B)(3).

"Wetland buffer" means a naturally vegetated and undisturbed, enhanced or revegetated area surrounding wetland that is part of a wetland ecosystem and protect a wetland from adverse impacts to its function, integrity, and value. Wetland buffers serve to moderate runoff volume and flow rates; reduce sediment, chemical nutrient and toxic pollutants; provide shading to maintain desirable water temperatures; provide habitat for wildlife; and protect wetland resources from human activities.

"Wetlands" means areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities. However, wetlands include those artificial wetlands intentionally created to mitigate conversions of wetlands.

"Wildlife habitat" means areas that provide food, protective cover, nesting, breeding, or movement for threatened, endangered, sensitive, monitor, or priority species of wildlife, or other wildlife species of special concern. "Wildlife habitat" shall also mean areas that are the location of threatened, endangered, sensitive, monitor, or priority species of plants, or other plant species of special concern.

(Ord. 2515 § 1 (Exh. A (part)), 2008)

(Ord. No. 2612, § I(Exh. A), 2-7-2011; Ord. No. 2648, § I, 5-21-2012; Ord. No. 2691, § I(Exh. A), 1-21-2014 ; Ord. No. 21-006 , § I(Exh. A), 3-15-2021)

## Chapter 18.05 ZONING MAP AND DISTRICTS

### 18.05.010 Zoning maps administration.

- A. This title shall consist of the text titled the "City of Camas Zoning Code," and that certain map or books of maps identified by the approving signatures of the mayor and the city clerk, and marked and designated as "The Zoning Map of the City of Camas," which map or book of maps shall be placed on file in the offices of the city clerk, county auditor, and other city departments. This title, and each and all of its terms and map details, is to be interpreted in light of the context of the book of maps in relationship to the comprehensive plan. In any conflict between the maps and the text of this code the text shall prevail.
- B. Zoning Text and Map Amendments. Amendments may be proposed by city council or by the planning commission on its own motion, or such an amendment may be proposed by an applicant or city staff pursuant to CMC Chapter 18.51 Comprehensive Plan and Zoning Amendments.
- C. Administration and Procedures. A correct copy of each amendment to the text or to the map established by this title shall be maintained on file in the offices of the city clerk and the planning official.
- D. Site Specific Rezones. A site specific rezone involves an application of an owner of a specific parcel or set of contiguous parcels that does not require modification of the comprehensive plan. Site specific rezones are decided by the hearing officer after a public hearing. The criteria for reviewing and approving a site specific rezone are as follows:
  - 1. The use or change in zoning requested shall be in conformity with the adopted comprehensive plan, the provisions of this title, and the public interest.
  - 2. The proposed zone change shall be compatible with the existing established development pattern of the surrounding area in terms of lot sizes, densities and uses.
- E. Timing and Responsibility for Updating Official Zoning Map. All amendments hereafter made to the zoning map by ordinance shall be shown on such map(s), and it shall be the responsibility of the planning official to keep the maps up to date at all times. Any amendments to the zoning map shall be made in accordance with the comprehensive plan map, as amended.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2612, § I(Exh. A), 2-7-2011; Ord. No. 2691, § I(Exh. A), 1-21-2014 ; Ord. No. 17-013 , § I(Exh. A), 10-2-2017)

### 18.05.020 Districts designated.

For the purposes of the Code, the city is divided into zoning districts designated as follows:

District	Symbol	Comprehensive Plan Designation
Residential 15,000	R-15	Single-family Low
<u>North Shore Lower Density Residential</u>	<u>LD-NS</u>	<u>NS-Single-family Low</u>
Residential 12,000	R-12	Single-family Medium
Residential 10,000	R-10	Single-family Medium
Residential 7,500	R-7.5	Single-family Medium
Residential 6,000	R-6	Single-family High
Multifamily-10	MF-10	Multifamily Low

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Multifamily-18	MF-18	Multifamily High
<u>North Shore Higher Density Residential</u>	<u>HD-NS</u>	<u>NS-Multifamily High</u>
Multifamily Cottage	MF-C	Overlay
Neighborhood Commercial	NC	Commercial
Community Commercial	CC	Commercial
Regional Commercial	RC	Commercial
<u>North Shore Commercial</u>	<u>C-NS</u>	<u>NS-Commercial</u>
Mixed Use	MX	Commercial
<u>North Shore Mixed Use</u>	<u>MX-NS</u>	<u>NS-Commercial</u>
Downtown Commercial	DC	Commercial
<u>North Shore Mixed Employment</u>	<u>ME-NS</u>	<u>NS-Industrial</u>
Light Industrial	LI	Industrial
Heavy Industrial	HI	Industrial
Business Park	BP	Industrial
Light Industrial/Business Park	LI/BP	Industrial
Neighborhood Park	NP	Park
Special Use Park	SU	Park
Open space/Green space	OS	Open space   Green space
<u>North Shore Parks/Open Space</u>	<u>P/OS-NS</u>	<u>NS-Parks/Open Space</u>

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2547, § II(Exh. B), 5-18-2009; Ord. No. 2667, § I, 12-17-2012 ; Ord. No. 2672, § I(Exh. A), 1-22-2013 ; Ord. No. 2691, § I(Exh. A), 1-21-2014 ; Ord. No. 2694, § I, 2-3-2014 ; Ord. No. 17-013 , § I(Exh. A), 10-2-2017)

### 18.05.030 Boundary determination.

Unless otherwise specified or shown on the zoning map, district boundaries are lot lines or the centerlines of streets, alleys, railroad, and other rights-of-way:

- A. Where boundaries are other than lot lines or centerlines of streets, alleys, railroad, and other rights-of-way, they shall be determined by dimensions shown on the zoning map;
- B. Where actual streets or other features on the ground vary from those shown on the zoning map, interpretations or adjustments shall be made by the planning commission;
- C. Where a district boundary line, as shown on the zoning map, divides a lot in single ownership at the time of passage of the code, the zoning district classification that has been applied to greater than fifty percent of such lot shall apply.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

### 18.05.040 Residential and multifamily zones.

- A. R-15 Residential-15,000. This zone is intended for single-family dwellings with a minimum density of two to three dwellings per acre. This zone will permit the rural character of a number of existing neighborhoods to be maintained. The average lot size is fifteen thousand square feet.

- B. R-12 Residential-12,000. This zone is intended for single-family dwellings with densities of three to four dwelling units per acre. This zone is designated for areas with steep topography for greater flexibility in site layout, and where potential hazards do not exist. The average lot size is twelve thousand square feet.
- C. R-10 Residential-10,000. This zone is intended for single-family dwellings with densities of four to five dwellings per acre. This zone is intended to be zoned near low density residential districts, and where potential natural hazards do not exist. The average lot size is ten thousand square feet.
- D. R-7.5 Residential-7,500. This zone is intended for single-family dwellings with densities of five to six dwellings per acre. This zone should have less slope than lower density zones, and be adjacent to existing high density residential districts. The average lot size is seven thousand five hundred square feet.
- E. R-6 Residential-6,000. This zone is intended for single-family dwellings with densities of six to seven dwellings per acre. The slope of property is less than other lower density residential zones. This zone serves a transition to multifamily or commercial zones. The average lot size is six thousand square feet.
- F. LD-NS North Shore Lower Density Residential. This zone is intended for residential dwellings in the North Shore subarea with a minimum density of four dwellings per acre and a maximum density of 5.8 dwellings per acre. This zone will reflect the rural character of a number of existing residences and can support transitions from existing uses to more dense zones.
- FG. MF-10 Multifamily Residential. This zone provides for a diversity of dwellings such as duplexes, triplexes, fourplexes, rowhouses, and apartment complexes, with a density of up to ten units per acre. It is desirable for this zone to be adjacent to parks and multi-modal transportation systems. This zone can also serve as a transition between commercial and residential zones.
- GH. MF-18 Multifamily Residential. These zones are intended to provide for dwellings such as rowhouses and apartment complexes. It is desirable for these zones to be adjacent to parks and multi-modal transportation systems. These zones also serve as a transition between commercial and residential zones.
- I. HD-NS North Shore Higher Density Residential. This zone is intended for residential dwellings in the North Shore subarea with a minimum density of 10 dwellings per acre and a maximum density of 18 dwelling units per acre. This zone provides for a diversity of dwellings and serves as a transition between commercial areas and residential uses.
- HJ. MF-C Cottage. This is an overlay zone, which is intended to increase the housing supply and style choices for smaller, single-level dwellings. It is desirable that cottages are designed to include unique architectural elements such as a front porch, steep-pitch gable roof, and a recessed garage; and to accommodate those with mobility impairments. This overlay zone may be utilized within multi-family zones only, and upon approval of a zoning district change. This overlay zone is not required for cottage dwellings in the North Shore District. See 18.07.030 and 18.07.040 for allowed uses in the North Shore.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

( Ord. No. 2691, § I(Exh. A), 1-21-2014 ; Ord. No. 2694, § II, 2-3-2014 ; Ord. No. 17-013 , § I(Exh. A), 10-2-2017)

### **18.05.050 Commercial and industrial zones.**

The purpose of the commercial, industrial, and high technology zones are to provide services and employment primarily to residents. These areas are zoned according to the services they provide. As a result, each zone has different characteristics as summarized below:

- A. NC Neighborhood Commercial. This zone provides for the day-to-day needs of the immediate neighborhood. This zone is intended to be small, but fairly numerous throughout the city. Convenience



- goods (e.g., food, drugs and sundries), along with personal services (e.g., dry cleaning, barbershop or beauty shop), are common goods and services offered.
- B. CC Community Commercial. This zone provides for the goods and services of longer-term consumption, and tend to be higher-priced items than the neighborhood commercial zone district. Typical goods include clothing, hardware and appliance sales. Some professional services are offered, e.g., real estate office or bank. Eating and drinking establishments may also be provided. This zone tends to vary in size, but is larger than the neighborhood commercial zone.
  - C. RC Regional Commercial. This zone provides apparel, home furnishings, and general merchandise in depth and variety, as well as providing services for food clusters and some recreational activities. Regional commercial is the largest of the commercial zones and is designed to serve the region or a significant portion of the region's population.
  - D. DC Downtown Commercial. This zone is designated as a large community commercial area, providing a large range of goods and services. This area is designed to promote commercial diversification to serve the immediate residential and office uses in the surrounding areas. Compact development is encouraged that is supportive of transit and pedestrian travel, through higher building heights and floor area ratios than those found in other commercial districts.
  - E. C-NS North Shore Commercial. This zone is designated as a commercial area in the North Shore subarea, meaning a range of goods and services are available.
  - F. ME-NS North Shore Mixed Employment. This zone allows a wide variety of employment uses in the North Shore subarea, including retail, office space, warehouse, manufacturing, and other employment uses.
  - ~~EG.~~ LI Light Industrial. This zone provides for uses that are more compatible with commercial, residential, or multifamily uses. Typical uses in this zone include assembly and manufacturing of electronic and precision instruments. More intensive industry, e.g., metal fabrication, is excluded.
  - ~~FH.~~ BP Business Park. This zone provides for employment growth in the city by protecting industrial areas for future employment. Design of business park facilities in this district will be campus-style, with landscaped buffers, and architectural features compatible with surrounding areas.
  - ~~GI.~~ LI/BP Light Industrial/Business Park. This zone provides for uses such as, offices related to industrial usage, research and development, limited commercial, and associated warehousing uses, including the provision of employee recreation opportunities. Development in campus-like setting with generous landscaping, well-designed buildings and near major traffic corridors is anticipated.
  - ~~HJ.~~ HI Heavy Industrial. This zone provides for a wide range of industrial and manufacturing uses. Types of activities in this zone include assembly, manufacturing, fabrication, processing, bulk handling and storage, research facilities, associated warehousing, and heavy trucking.
  - ~~IK.~~ MX Mixed Use. This zone provides for a wide range of commercial and residential uses. Compact development is encouraged that is supportive of transit and pedestrian travel.
  - L. MX-NS North Shore Mixed Use. This zone provides for a wide range of commercial and residential uses in the North Shore subarea. Compact development that supports transit and pedestrian travel is encouraged. Mixed-use areas should create spaces for community gathering, waiting, discussion, and outdoor commercial activities. Horizontal and vertical mixed-use developments are allowed. Mixed-use development should include multiple entries and windows on the ground floor to facilitate business access, create visual interest, and promote safety. For the residential uses, this zone allows a maximum density of 24 dwellings per acre and minimum density of 10 dwelling units per acre. Each horizontal mixed-use development should have no more than 70% of the total acreage of the development dedicated to residential uses. Each vertical mixed-use development shall, at a minimum, dedicate the

ground floor to commercial uses (up to 50% of the ground floor may be used for indoor parking).  
Residential multifamily is allowed only on the second floor or above or in the back of commercial  
buildings as a live-work unit (only 25% of the required 30% can be live-work units).

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2547, § III(Exh. C), 5-18-2009; Ord. No. 2691, § I(Exh. A), 1-21-2014 ; Ord. No. 19-001 , § I(Att. A), 1-22-2019)

### **18.05.060 Overlay zones/special planning areas.**

Overlay zones implement the goals and values expressed in the comprehensive plan. Uses within this area may be subject to standards which deviate from those in the primary zone.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

( Ord. No. 17-013 , § I(Exh. A), 10-2-2017)

### **18.05.070 Park zoning.**

The park zoning districts provide recreation and open space functions for the long-term benefit and enjoyment of city residents, adjacent neighborhoods and visitors. These districts apply only to land held in public trust.

( Ord. No. 2667, § II, 12-17-2012 ; Ord. No. 2691, § I(Exh. A), 1-21-2014 )

## **Chapter 18.07 USE AUTHORIZATION**

### **18.07.010 Establishment of uses.**

The use of a property is defined by the activity for which the building or lot is intended, designed, arranged, occupied or maintained. The use is considered permanently established when that use will, or has been, in continuous operation for a period exceeding sixty days. A use which will operate for less than one hundred eighty days is considered a temporary use, and shall be governed by Chapter 18.47 "Temporary Use Permits." All applicable requirements of this code, or other applicable state or federal requirements, shall govern a use located in the city.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

### **18.07.020 Interpretation of land use tables.**

The land use tables in this chapter determine whether a specific use is allowed in a zone district. The zone district is located on the vertical column and the specific use is located on the horizontal rows of these tables.

- A. If the letter "X" appears in the box at the intersection of the column and the row, the use is not allowed in that district, except for certain temporary uses.
- B. If the letter "P" appears in the box at the intersection of the column and the row, the use is allowed in that district subject to review procedures in accordance with CMC Chapter 18.55 "Administration and Procedures."

- C. If the letter "C" appears in the box at the intersection of the column and the row, the use is allowed subject to the conditional use review procedures specified in Chapter 18.43 "Conditional Use Permits," and the general requirements of the Camas Municipal Code.
- D. If the letter "T" appears in the box at the intersection of the row, the use is temporarily permitted under the procedures of Chapter 18.47 "Temporary Use Permits." Other temporary uses not listed may be authorized as provided in Chapter 18.47.
- E. If a number appears in a box at the intersection of the column and the row, the use is subject to the requirements specified in the note corresponding with the number immediately following the table.
- F. Uses accessory to a use permitted or conditionally permitted in any zone may be authorized subject only to those criteria and/or processes deemed applicable by the head of the planning department.
- G. If a use is not listed under either Section 18.07.030 Table 1 or 18.07.040 Table 2, and is not an accessory or temporary use, then the use shall be subject to a zoning code text amendment. Notwithstanding a zoning code text amendment, the community development director may determine whether a proposed land use not specifically listed in a land use table is allowed in a zone. The director shall take into consideration the following when making a determination:
1. Whether or not the proposed use in a particular zone is similar impact to other permitted or conditional uses or is compatible with other uses; and
  2. Whether or not the proposed use is consistent with the zone's purpose.

A use listed in one table but not the other shall be considered a prohibited use in the latter.

(Ord. 2515 § 1 (Exh. A (part)), 2008; Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2612, § I(Exh. A), 2-7-2011; Ord. No. 2691, § I(Exh. A), 1-21-2014 ; Ord. No. 17-013 , § I(Exh. A), 10-2-2017)

### 18.07.030 Table 1—Commercial and industrial land uses.

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

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI	C-NS	MX-NS	ME-NS
<b>Commercial Uses</b>												
Animal kennel, commercial boarding <sup>6</sup>	X	X	X	P <sup>11</sup>	X	P <sup>11</sup>	X	P <sup>11</sup>	P <sup>11</sup>	<u>X</u>	<u>X</u>	<u>P<sup>11</sup></u>
Animal shelter <sup>6</sup>	X	X	X	C	X	C	X	C	P	<u>X</u>	<u>X</u>	<u>C</u>
Antique shop <sup>6</sup>	P	P	P	P	P	C	X	X	P	<u>P</u>	<u>P</u>	<u>P</u>
Appliance sales and service <sup>6</sup>	X	P	P	P	P	P	X	C	P	<u>P</u>	<u>P</u>	<u>P</u>
Automobile repair (garage) <sup>6</sup>	X	P	C	P	X	P	X	P	P	<u>C</u>	<u>X</u>	<u>P</u>

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI	C-NS	MX-NS	ME-NS
Automobile sales, new or used <sup>6</sup>	X	P	X	P	X	P	X	P	P	<u>X</u>	<u>X</u>	<u>P</u>
Automobile service station <sup>6</sup>	X	P	C	P	X	P	X	P	P	<u>C</u>	<u>X</u>	<u>P</u>
Automobile wrecking <sup>6</sup>	X	X	X	X	X	X	X	X	C	<u>X</u>	<u>X</u>	<u>X</u>
Bakery (wholesale) <sup>6</sup>	X	X	X	P	X	P	P <sup>5</sup>	P	P	<u>C</u>	<u>C</u>	<u>P</u>
Bakery (retail) <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Banks, savings and loan	X	P	P	P	P	P	P <sup>5</sup>	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Barber and beauty shops <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Boat building <sup>6</sup>	X	X	X	C	X	C	X	C	P	<u>X</u>	<u>X</u>	<u>C</u>
Boat repair and sales <sup>6</sup>	X	P	X	P	X	P	X	P	P	<u>X</u>	<u>X</u>	<u>P</u>
Book store <sup>6</sup>	C	P	P	P	P	P	P <sup>5</sup>	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Bowling alley/billiards <sup>6</sup>	X	P	X	P	P	P	X	P	P	<u>X</u>	<u>P</u>	<u>P</u>
Building, hardware and garden supply store <sup>6</sup>	X	P	C	P	P	P	X	P	P	<u>C</u>	<u>P</u>	<u>P</u>
Bus station <sup>6</sup>	X	C	C	P	C	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Cabinet and carpentry shop <sup>6</sup>	X	P	C	P	C	P	P <sup>5</sup>	P	P	<u>C</u>	<u>C</u>	<u>P</u>
Candy; confectionery store <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Cemetery <sup>6</sup>	X	X	X	C	X	X	X	C	P	<u>X</u>	<u>X</u>	<u>C</u>
Clothing store <sup>6</sup>	C	P	P	P	P	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Coffee shop, cafe <sup>6</sup> or kiosk	P	P	P	P	P	P	P <sup>5</sup>	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Convention center <sup>6</sup>	X	P	X	C	C	P	P	C	X	<u>X</u>	<u>C</u>	<u>C</u>
Day care center <sup>6</sup>	C	P	P	C	P	C	P <sup>5</sup>	C	C	<u>P</u>	<u>P</u>	<u>C</u>
Day care, adult	P	P	P	P	P	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Day care, family home <sup>6</sup>	P	P	P	P	P	X	P <sup>5</sup>	P	X	<u>P</u>	<u>P</u>	<u>P</u>
Day care, mini-center <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	X	<u>P</u>	<u>P</u>	<u>P</u>
Delicatessen (deli) <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Department store <sup>6</sup>	X	P	C	P	P	P	X	P	X	<u>C</u>	<u>C</u>	<u>P</u>
Electric vehicle battery charging station and rapid charging stations	P	P	P	P	P	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI	C-NS	MX-NS	ME-NS
Equipment rental <sup>6</sup>	C	P	C	C	C	P	P <sup>5</sup>	P	P	<u>C</u>	<u>P</u>	<u>C</u>
Event center	X	P	C	P	C	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Feed store <sup>6</sup>	X	X	X	P	X	C	X	P	P	<u>X</u>	<u>X</u>	<u>P</u>
Fitness center/sports club <sup>6</sup>	X	P	P	P	P	P	P <sup>5</sup>	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Florist shop <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	X	<u>P</u>	<u>P</u>	<u>P</u>
Food cart/food truck/food delivery business <sup>6</sup>	C	P	C	P	C	P	C	P	X	<u>C</u>	<u>C</u>	<u>P</u>
Furniture repair; upholstery <sup>6</sup>	X	P	C	P	P	P	X	P	P	<u>C</u>	<u>P</u>	<u>P</u>
Furniture store <sup>6</sup>	X	P	C	P	P	P	X	P	X	<u>C</u>	<u>P</u>	<u>P</u>
Funeral home <sup>6</sup>	X	P	C	P	P	X	X	X	X	<u>C</u>	<u>C</u>	<u>P</u>
Gas/fuel station <sup>6</sup>	X	P	C	P	X	P	X	P	P	<u>C</u>	<u>X</u>	<u>P</u>
Gas/fuel station with mini market <sup>6</sup>	X	P	C	P	X	P	X	P	P	<u>C</u>	<u>X</u>	<u>P</u>
Grocery, large scale <sup>6</sup>	X	P	C	P	P	C <sup>8</sup>	X	P	P	<u>C</u>	<u>C</u>	<u>P</u>
Grocery, small scale <sup>6</sup>	P	P	C	P	P	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Grocery, neighborhood scale <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	X	<u>P</u>	<u>P</u>	<u>P</u>
Hospital, emergency care <sup>6</sup>	X	C	P	P	P	P	X	P	X	<u>C</u>	<u>C</u>	<u>P</u>
Hotel, motel <sup>6</sup>	X	C	C	P	P	P	X	P	X	<u>C</u>	<u>C</u>	<u>C</u>
Household appliance repair <sup>6</sup>	X	P	C	P	P	P	X	P	P	<u>C</u>	<u>P</u>	<u>P</u>
Industrial supplies store <sup>6</sup>	X	P	X	C	C	C	X	C	P	<u>X</u>	<u>C</u>	<u>C</u>
Laundry/dry cleaning (industrial)	X	X	X	P	X	X	X	P	P	<u>X</u>	<u>X</u>	<u>P</u>
Laundry/dry cleaning (retail) <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Laundry (self-serve)	P	P	P	P	P	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Liquor store <sup>6</sup>	X	P	C	P	C	C	X	C	C	<u>P</u>	<u>P</u>	<u>P</u>
Machine shop <sup>6</sup>	X	X	C	C	C	C	P <sup>5</sup>	C	P	<u>C</u>	<u>C</u>	<u>C</u>
Marijuana processor	X	X	X	X	X	X	X	X	X	<u>X</u>	<u>X</u>	<u>X</u>
Marijuana producer	X	X	X	X	X	X	X	X	X	<u>X</u>	<u>X</u>	<u>X</u>
Marijuana retailer	X	X	X	X	X	X	X	X	X	<u>X</u>	<u>X</u>	<u>X</u>

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI	C-NS	MX-NS	ME-NS
Medical or dental clinics (outpatient) <sup>6</sup>	C	P	P	P	P	P	P <sup>5</sup>	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Mini-storage/vehicular storage <sup>6</sup>	X	X	X	X	X	X	X	P	P	<u>X</u>	<u>X</u>	<u>X</u>
Manufactured home sales lot <sup>6</sup>	X	X	X	P	X	X	X	P	P	<u>X</u>	<u>X</u>	<u>P</u>
Newspaper printing plant <sup>6</sup>	X	P	C	C	X	X	X	P	P	<u>C</u>	<u>X</u>	<u>C</u>
Nursery, plant <sup>6</sup>	X	P	C	C	C	C	X	C	P	<u>C</u>	<u>C</u>	<u>P</u>
Nursing, rest, convalescent, retirement home <sup>6</sup>	C	P	P	P	P	X	X	X	X	<u>P</u>	<u>P</u>	<u>P</u>
Office supply store <sup>6</sup>	X	P	P	P	P	X	P <sup>5</sup>	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Pawnshop <sup>6</sup>	X	X	X	X	X	X	X	C	C	<u>X</u>	<u>X</u>	<u>X</u>
Parcel freight depots <sup>6</sup>	X	P	X	P	X	P	P <sup>5</sup>	P	P	<u>X</u>	<u>X</u>	<u>P</u>
Permanent supportive housing	C	P	X/P <sup>10</sup>	X/P <sup>10</sup>	P	X	X	X	X	<u>X/P<sup>10</sup></u>	<u>P</u>	<u>X/P<sup>10</sup></u>
Pet shops <sup>6</sup>	X	P	P	P	P	P	X	P	C	<u>P</u>	<u>P</u>	<u>P</u>
Pharmacy <sup>6</sup>	X	P	P	P	P	P	P <sup>5</sup>	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Photographic/electronics store <sup>6</sup>	X	P	P	P	P	P	P <sup>5</sup>	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Plumbing, or mechanical service <sup>6</sup>	X	X	X	P	C	P	X	P	P	<u>X</u>	<u>C</u>	<u>P</u>
Printing, binding, blue printing <sup>6</sup>	C	P	P	P	P	P	P <sup>5</sup>	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Professional office(s) <sup>6</sup>	C	P	P	P	P	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Public agency <sup>6</sup>	C	P	P	P	P	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Real estate office <sup>6</sup>	C	P	P	P	P	P	T	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Recycling center <sup>6</sup>	X	X	X	X	X	X	X	P	P	<u>X</u>	<u>X</u>	<u>X</u>
Recycling collection point <sup>6</sup>	T or C	P	T or C	T or C	C	C	P <sup>5</sup>	P	P	<u>T or C</u>	<u>C</u>	<u>X</u>
Recycling plant <sup>6</sup>	X	X	X	X	X	X	X	C	P	<u>X</u>	<u>X</u>	<u>C</u>
Research facility <sup>6</sup>	X	P	C	C	X	P	P	P	P	<u>C</u>	<u>C</u>	<u>C</u>
Restaurant <sup>6</sup>	C	P	P	P	C	P	P <sup>5</sup>	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Restaurant, fast food <sup>6</sup>	X	P	C	P	C	P	P <sup>5</sup>	P	P	<u>C</u>	<u>C</u>	<u>P</u>

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<b>Zoning Districts</b>	<b>NC</b>	<b>DC</b>	<b>CC</b>	<b>RC</b>	<b>MX</b>	<b>BP</b>	<b>LI/BP</b>	<b>LI</b>	<b>HI</b>	<b>C-NS</b>	<b>MX-NS</b>	<b>ME-NS</b>
Roadside produce stand <sup>6</sup>	T	T	T	T	C	X	T	T	T	<u>T</u>	<u>C</u>	<u>T</u>
Sand, soil, gravel sales and storage <sup>6</sup>	X	X	X	X	X	X	X	C	P	<u>X</u>	<u>X</u>	<u>X</u>
Second-hand/consignment store <sup>6</sup>	C	P	P	P	P	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Sexually oriented business <sup>1,5</sup>	X	X	X	X	X	X	P	X	X	<u>X</u>	<u>X</u>	<u>X</u>
Shoe repair and sales <sup>6</sup>	P	P	P	P	P	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Smoke shop/head shop <sup>9</sup>	X	X	P	P	X	X	X	X	X	<u>P</u>	<u>X</u>	<u>P</u>
Stock broker, brokerage firm	P	P	P	P	P	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Specialty goods production (e.g. brew pub)	P	P	P	P	P	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Taverns <sup>6</sup>	X	P	C	P	C	P	X	P	P	<u>C</u>	<u>C</u>	<u>P</u>
Theater, except drive-in <sup>6</sup>	X	P	C	P	P	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Truck terminals <sup>6</sup>	X	C	X	C	X	X	X	C	P	<u>X</u>	<u>X</u>	<u>C</u>
Veterinary clinic <sup>6</sup>	X	P	C	P	P	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Warehousing, wholesale and trade <sup>6</sup>	X	X	X	C	C	P	P <sup>5</sup>	P	P	<u>X</u>	<u>X</u>	<u>P</u>
Warehousing, bulk retail <sup>6</sup>	X	X	X	C	C	X	X	P	P	<u>X</u>	<u>X</u>	<u>P</u>
<b>Manufacturing and/or processing of the following:</b>												
Cotton, wool, other fibrous material	X	X	X	X	X	P	X	P	P	<u>X</u>	<u>X</u>	<u>X</u>
Food production or treatment	X	X	X	C	C	P	X	P	C	<u>X</u>	<u>C</u>	<u>C</u>
Foundry	X	X	X	X	X	X	X	C	C	<u>X</u>	<u>X</u>	<u>X</u>
Furniture manufacturing	X	P	X	X	C	C	X	P	P	<u>X</u>	<u>C</u>	<u>X</u>
Gas, all kinds (natural, liquefied)	X	X	X	X	X	X	X	X	C	<u>X</u>	<u>X</u>	<u>X</u>
Gravel pits/rock quarries	X	X	X	X	X	X	X	C	P	<u>X</u>	<u>X</u>	<u>X</u>
Hazardous waste treatment—Off-site	X	X	X	X	X	X	X	X	P	<u>X</u>	<u>X</u>	<u>X</u>

<b>Zoning Districts</b>	<b>NC</b>	<b>DC</b>	<b>CC</b>	<b>RC</b>	<b>MX</b>	<b>BP</b>	<b>LI/BP</b>	<b>LI</b>	<b>HI</b>	<b>C-NS</b>	<b>MX-NS</b>	<b>ME-NS</b>
Hazardous waste treatment—On-site	X	X	X	X	X	X	X	X	P	<u>X</u>	<u>X</u>	<u>X</u>
Junkyard/wrecking yard	X	X	X	X	X	X	X	X	C	<u>X</u>	<u>X</u>	<u>X</u>
Metal fabrication and assembly	X	X	X	X	X	C	X	X	P	<u>X</u>	<u>X</u>	<u>C</u>
Hazardous waste treatment—On-site	X	X	X	X	X	X	X	X	P	<u>X</u>	<u>X</u>	<u>X</u>
Paper, pulp or related products	X	X	X	X	X	X	X	X	P	<u>X</u>	<u>X</u>	<u>X</u>
Signs or other advertising structures	X	X	X	C	C	C	P	C	P	<u>X</u>	<u>C</u>	<u>C</u>
Electronic equipment	X	P	X	X	X	X	P	P	P	<u>X</u>	<u>X</u>	<u>X</u>
<b>Industrial Uses</b>												
High-tech industry	X	P	X	X	P	P	P <sup>2</sup>	X	X	<u>X</u>	<u>P</u>	<u>P</u>
Manufacturing of miscellaneous goods (e.g. musical instruments, toys, vehicle parts)	X	X	X	X	C	X	X	P	P	<u>X</u>	<u>C</u>	<u>P</u>
Optical goods	X	C	C	C	C	P	P <sup>5</sup>	P	P	<u>C</u>	<u>C</u>	<u>C</u>
Packaging of prepared materials	X	X	C	P	C	C	P <sup>5</sup>	C	P	<u>C</u>	<u>C</u>	<u>P</u>
Scientific and precision instruments	X	P	X	X	X	P	P	P	P	<u>X</u>	<u>X</u>	<u>P</u>
<b>Recreational, Religious, Cultural Uses</b>												
Auditorium <sup>6</sup>	C	P	P	P	P	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Community club <sup>6</sup>	C	P	P	P	P	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Church <sup>6</sup>	P	P	P	P	P	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Golf course/driving range <sup>6</sup>	P	X	P	P	X	P	P <sup>5</sup>	P	P	<u>X</u>	<u>X</u>	<u>P</u>
Library <sup>6</sup>	C	P	P	P	P	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Museum <sup>6</sup>	C	P	P	P	P	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Recreational vehicle park <sup>6</sup>	X	X	X	C	X	X	X	P	P	<u>X</u>	<u>X</u>	<u>C</u>
Open space <sup>6</sup>	P	P	P	P	P	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Park or playground	P	P	P	P	P	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>



Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI	C-NS	MX-NS	ME-NS
Sports fields <sup>6</sup>	C	X	P	P	P	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Trails	P	P	P	P	P	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>
<b>Educational Uses</b>												
College/university <sup>6</sup>	P	P	P	P	P	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Elementary school <sup>6</sup>	P	P	P	P	P	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Junior or senior high school <sup>6</sup>	P	P	P	P	P	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Private, public or parochial school <sup>6</sup>	P	P	P	P	P	P	X	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Trade, technical or business college <sup>6</sup>	P	P	P	P	P	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>
<b>Residential Uses</b>												
Adult family home	C	P	P	X	P	X	X	X	X	<u>P</u>	<u>P</u>	<u>X</u>
Assisted living	C	P	P	X/P <sup>10</sup>	P	X	X	X	X	<u>P</u>	<u>P</u>	<u>X/P<sup>1</sup></u> <u>0</u>
Bed and breakfast	P	P	P	X	P	X	X	X	X	<u>P</u>	<u>P</u>	<u>X</u>
Designated manufactured home	X	X	X	X	P	X	X	X	X	<u>X</u>	<u>X</u>	<u>X</u>
Duplex or two-family dwelling	X	C/P <sup>7</sup>	X	X	P	X	X	X	X	<u>X</u>	<u>P</u>	<u>X</u>
Group home	C	P	P	X	P	X	X	X	X	<u>P</u>	<u>P</u>	<u>X</u>
Home occupation	P	P	P	X/P <sup>10</sup>	P	X	X	X	X	<u>P</u>	<u>P</u>	<u>X/P<sup>1</sup></u> <u>0</u>
Housing for the disabled	P	P	P	X/P <sup>10</sup>	P	X	X	X	X	<u>P</u>	<u>P</u>	<u>X/P<sup>1</sup></u> <u>0</u>
Apartment, multifamily development, row houses	X	C/P <sup>7</sup>	X/P <sup>10</sup>	X/P <sup>10</sup>	C	X	X	X	X	<u>X</u>	<u>P</u>	<u>X</u>
Residence accessory to and connected with a business	P	P	P	X/P <sup>10</sup>	P	X	X	X	X	<u>P</u>	<u>P</u>	<u>X/P<sup>1</sup></u> <u>0</u>
Residential Treatment Facility <sup>12</sup>	C	P	P	P	P	X	X	X	X	<u>P</u>	<u>P</u>	<u>P</u>
<u>Single-family Cottage-style homes</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>P</u>	<u>X</u>
Single-family dwelling	X	X	X	X	P	X	X	X	X	<u>X</u>	<u>X</u>	<u>X</u>

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<b>Zoning Districts</b>	<b>NC</b>	<b>DC</b>	<b>CC</b>	<b>RC</b>	<b>MX</b>	<b>BP</b>	<b>LI/BP</b>	<b>LI</b>	<b>HI</b>	<b>C-NS</b>	<b>MX-NS</b>	<b>ME-NS</b>
Sober Living Homes	C	P	P	X	P	X	X	X	X	<u>P</u>	<u>P</u>	<u>X</u>
Transitional Housing	C	P	C	P	P	P	X	P	X	<u>C</u>	<u>P</u>	<u>P</u>
<b>Communication, Utilities and Facilities</b>												
Electrical vehicle infrastructure	P	P	P	P	P	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>
Wireless communications facility	Refer to Chapter 18.35											
Facilities, minor public	P	P	P	P	C	P	P	C	P	<u>P</u>	<u>C</u>	<u>P</u>
Facility, essential <sup>6</sup>	X	X	C	C	C	C	P	C	C	<u>C</u>	<u>C</u>	<u>C</u>
Railroad tracks and facilities <sup>6</sup>	C	X	C	C	C	X	X	C	C	<u>C</u>	<u>C</u>	<u>C</u>
<b>Temporary Uses</b>												
Temporary sales office for a development <sup>4</sup>	T	T	T	T	T	T	T	T	T	<u>T</u>	<u>T</u>	<u>T</u>

## Notes:

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

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2545, § III, 5-4-2009; Ord. No. 2547, § IV(Exh. D), 5-18-2009; Ord. No. 2584, § II, 5-3-2010; Ord. No. 2612, § I(Exh. A), 2-7-2011; Ord. No. 2656, § I(Exh. A), 7-16-2012; Ord. No. 2667, § III, 12-17-2012; Ord. No. 2672, § II(Exh. B), 1-22-2013; Ord. No. 2691, § I(Exh. A), 1-21-2014; Ord. No. 2712, § 2, 10-20-2014; Ord. No. 2720, § I(Exh. A), 12-15-2014; Ord. No. 15-012, § II(Exh. B), 8-17-2015; Ord. No. 15-023, § II, 11-16-2015; Ord. No. 15-024, § II, 11-16-2015; Ord. No. 17-013, § I(Exh. A), 10-2-2017; Ord. No. 19-012, § II(Exh. A), 11-4-2019; Ord. No. 21-004, § II(Exh. A), 3-15-2021; Ord. No. 22-007, § I, 5-16-2022)

### 18.07.040 Table 2—Residential and multifamily land uses.

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

#### Authorized Uses in Residential and Multifamily Zones

	R	MF
<b>Residential Uses</b>		
Adult family home, residential care facility, supported living arrangement, or housing for the disabled <sup>1</sup>	P	P
Apartments	P <sup>2</sup>	P
Assisted living <sup>1</sup> , retirement home <sup>1</sup>	C	P
Cottage-style homes	X/P <sup>7</sup>	P <sup>8</sup>
Designated manufactured homes	P	P
Duplex or two-family dwelling	C	P
Manufactured home	X	X
Manufactured home park	X	C
Nursing, rest, convalescent home <sup>1</sup>	C	P
Permanent Supportive Housing	C/P <sup>2</sup>	P
Residential attached housing for three or more units (e.g., rowhouses)	X/P <sup>2</sup>	P
Residential Treatment Facility <sup>5</sup>	X	C
Single-family dwelling (detached)	P	P
Sober Living Homes	P	P
Transitional Housing	P	P
<b>Incidental Uses</b>		
Accessory dwelling unit	P	P
Animal training, kennel, boarding	X	C
Day care center <sup>1</sup>	C	P
Day care, family home	P	P
Day care, minicenter <sup>1</sup>	C	P
Electric vehicle battery charging station and rapid charging stations	P	P
Gardening and horticulture activities	P	P
Home occupation	P	P
Bed and breakfast <sup>1</sup>	C	C
<b>Recreation/Religious/Cultural</b>		
Church <sup>1</sup>	C	C
Community clubs, private or public <sup>1</sup>	C	C
Library <sup>1</sup>	C	C

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Museum <sup>1</sup>	C	C
Open space <sup>1</sup>	P	P
Public or semi-public building <sup>1</sup>	C	C
Park or playground	P	P
Sports fields <sup>1</sup>	C	C
Trails	P	P
Event center <sup>6</sup>	<u>C</u>	<u>C</u>
<b>Educational Uses</b>		
Private, public or parochial school <sup>1</sup>	<u>C-P</u>	C
Trade, technical, business college <sup>1</sup>	X	C
College/university <sup>1</sup>	X	X
<b>Communication and Utilities</b>		
Wireless communication facility	Refer to Chapter 18.35	
Facilities, minor public	C	C
Public utilities, minor	C	C
Pumping station <sup>1</sup>	C	C
Railroad tracks and facilities 1	C	C
<b>Temporary Uses</b>		
Sales office for a development in a dwelling <sup>1, 4</sup>	T	T
Sales office for a development in a trailer <sup>3, 4</sup>	T	T

## Notes:

1. See Chapter 18.19 "Design Review" for additional regulations.
2. Permitted in the LD-NS zone. Permitted in all other R zones as part of a planned development only.
3. Site plan review required per CMC Section 18.18.020(A)(1).
4. Notwithstanding the time limitations of a temporary use, a sales office proposed and approved through a Type III application may be approved with a longer time frame than one hundred eighty days.
5. A Residential Treatment Facility shall not be located within one thousand feet of public and private schools, public parks, public libraries, other RTFs, or similar uses.
6. Permitted in the LD-NS and HD-NS zones only.
7. Cottages are only permitted in the LD-NS zone.
8. Cottages are permitted in the HD-NS zone. In other multi-family zones, cottages are permitted with the MF-C overlay only.

(Ord. 2515 § 1 (Exh. A (part)), 2008; Ord. 2481 § 1 (Exh. A (part)), 2007; Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2612, § I(Exh. A), 2-7-2011; Ord. No. 2691, § I(Exh. A), 1-21-2014 ; Ord. No. 17-013 , § I(Exh. A), 10-2-2017; Ord. No. 21-004 , § II(Exh. A), 3-15-2021; Ord. No. 21-005 , § I(Exh. A), 3-15-2021; Ord. No. 22-007 , § I, 5-16-2022)

### 18.07.050 Park and open space land uses.

KEY: P = Permitted Use                      NP = Neighborhood Park  
C = Conditional Use                      SU = Special Use  
X = Prohibited Use                      OS = Open Space  
T = Temporary Use

**Authorized Uses in Park and Open Space Zones**

	NP	SU	OS	P/OS- NS
<b>General Uses</b>				
1. City-approved festivals, community events, and event center	P	P	X	<u>P</u>
2. Community and recreation centers	P	P	X	<u>P</u>
3. Community gardens	P	P	C	<u>P</u>
4. Concession stands	P	P	X	<u>P</u>
5. Open Spaces	P	P	P	<u>P</u>
6. Other buildings and structures to support park use	P	P	P	<u>P</u>
7. Other uses identified through the Park, Recreation and Open Space Comprehensive Plan	P	P	P	<u>P</u>
8. Parking areas/lots to serve park use	P	P	P	<u>P</u>
9. Pedestrian and multi-use trails	P	P	P	<u>P</u>
10. Recreation areas and facilities	P	P	C	<u>P</u>
11. Residence for park caretaker and accessory structures	C	P	P	<u>C</u>
12. Restrooms	P	P	P	<u>P</u>
13. Stages and band shells	P	P	X	<u>P</u>
14. Temporary Use	T	T	T	<u>T</u>
<b>Utility Uses</b>				
15. Public utilities, minor	P	P	P	<u>P</u>
16. Pumping station	C	P	P	<u>C</u>
17. Railroad tracks and facilities	X	X	X	<u>X</u>
18. Communication facilities, minor	C	C	X	<u>C</u>
19. Communication facilities, major	X	X	X	<u>X</u>

( Ord. No. 2691, § I(Exh. A), 1-21-2014 )

## Chapter 18.09 DENSITY AND DIMENSIONS<sup>3</sup>

### 18.09.010 Purpose.

The purpose of this chapter is to establish requirements for development relative to basic dimensional standards, as well as specific rules for general application. The standards and rules are established to provide flexibility in project design, maintain privacy between adjacent land uses, and promote public safety. Supplementary provisions are included to govern density calculations for residential districts and specific deviations from general rules.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

<sup>3</sup>Ord. No. 17-013 , § I(Exh. A), adopted Oct. 2, 2017, added a second table to § 18.09.040 pertaining to density and dimensions for single-family residential zones, and revised the table designations provided in various section catchlines. For purposes of organization and clarity, the editor has removed table designations (e.g. Table 1, Table 2, etc.) from the catchlines of §§ 18.09.030—18.09.050 and included them with the table headers, also conforming said catchlines stylistically.

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**18.09.020 Interpretation of tables.**

- A. The Camas Municipal Code Sections 18.09.030 through 18.09.050 (Tables) contain general density and dimension standards of the particular zone districts. Additional rules and exceptions are stated in Sections 18.09.060 through 18.09.180.
- B. The density and dimension tables are arranged in a matrix format on three separate tables, and are delineated into three general land use categories:
  - 1. Commercial and industrial;
  - 2. Single-family residential; and
  - 3. Multifamily residential.
- C. Development standards are listed down the left side of the tables, and the zones are listed across the top. Each cell contains the minimum or maximum requirement of the zone. Footnote numbers identify specific requirements found in the notes immediately following the table. Additional dimensional and density exceptions are included in Sections 18.09.060 through 18.09.180 of this chapter following the tables.

(Ord. 2515 § 1 (Exh. A (part)), 2008; Ord. 2443 § 3 (Exh. A (part)), 2006)



### 18.09.030 Density and dimensions—Commercial and industrial zones.

Table 1—Density and Dimensions for Commercial and Industrial Zones

	NC	DC	CC	RC	MX	LI	BP	HI	LI/BP <sup>Note 2</sup>	C-NS	MX-NS	ME-NS
<b>Bulk Regulations</b>												
Maximum Density (dwelling units/net acre)	n/a	None	n/a	n/a	24	n/a	n/a	n/a	n/a	<u>n/a</u>	<u>24<sup>8</sup></u>	<u>n/a</u>
Minimum lot area (square feet)	5,000	None	None	None	1,800	10,000	½ acre	None	10 acres	<u>None</u>	<u>1,800</u>	<u>None</u>
Minimum lot width (feet)	40	None	None	None	None	100	100	None	Not specified	<u>None</u>	<u>None</u>	<u>None</u>
Minimum lot depth (feet)	40	None	None	None	None	None	100	None	Not specified	<u>None</u>	<u>None</u>	<u>None</u>
<b>Setbacks:</b> Commercial and industrial development setbacks shall be as follows, unless along a flanking street of a corner lot. If along flanking street, then the setback must be treated like a front, and provide safe sight distance.												
Minimum front yard (feet)	15'	Note 4	Note 4	Note 4	Note 3	None	15	None	5' per 1 foot of building height (200' minimum)	<u>15<sup>9</sup></u>	<u>Note 3, Note 7</u>	<u>None</u>
Minimum side yard (feet)	None/10' Note 1	None	None	None	10'	15' or 25' if abutting a residential area	15	None	100' for building; 25' for parking	<u>None</u>	<u>10'</u>	<u>None</u>
Minimum rear yard (feet)	None	None	None	None	25'	25'	50	None	100' for building; 25' for parking area	<u>None</u>	<u>10'</u>	<u>None</u>
<b>Lot Coverage</b>												
Lot coverage (percentage)	85%	None	None	None	1 story (60%) 2 stories	70%	50%	None	1 story (30%) 2 stories (40%) 3 stories (45%)	<u>None</u>	<u>65%</u>	<u>None</u>

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					or more (50%)							
<u>Minimum Usable Open Space<sup>5</sup></u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>5% (net acreage)</u>	<u>100 sf/du</u>	<u>5% (net acreage)</u>
<b>Building Height</b>												
Maximum building height (feet)	2.5 stories; or 35	None	None	None	None	acre or less: 35'; 1 to 2 acres: 45'; 2 acres or more: 60'	None	None	60	<u>100<sup>6</sup></u>	<u>100<sup>6</sup></u>	<u>100<sup>6,8</sup></u>

## Notes:

1. If along a flanking street of corner lot.
2. The densities and dimensions in the LI/BP zone may be reduced under a planned industrial development. See Chapter 18.21 Light Industrial/Business Park.
3. Maximum setback at front building line is ten feet.
4. Residential dwelling units shall satisfy the front setbacks of CMC Section 18.09.040 Table 2, based on comparable lot size.
5. Areas that provide opportunities for active and passive uses and encourage community interaction. These spaces are accessible to the general public or to residents, employees, or customers and can include, but are not limited to plazas, courtyards, sports courts, and viewpoints (see 18.03.040 "Definitions for development terms").
6. Building heights shall "step-down" and provide compatible scale and privacy between developments. See the North Shore Design Manual.
7. If buildings are rear loaded from an alley, the rear yard setback shall be 20 feet.
8. Does not apply to cottage-style development.
9. Passive pedestrian space, as identified in the North Shore Design Manual and including elements such as seating and building overhangs, is allowed within the 15-foot front yard setback.

(Ord. 2515 § 1 (Exh. A (part)), 2008; Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2545, § III, 5-4-2009; Ord. No. 2547, § V(Exh. E), 5-18-2009; Ord. No. 2612, § I(Exh. A), 2-7-2011; Ord. No. 2672, § III(Exh. C), 1-22-2013 ; Ord. No. 17-013 , § I(Exh. A), 10-2-2017)

**18.09.040 Density and dimensions—Single-family residential zones.****Table 1—Density and Dimensions for Single-family Residential Zones<sup>1</sup>**

	<b>R-6</b>	<b>R-7.5</b>	<b>R-10</b>	<b>R-12</b>	<b>R-15</b>	<b>LD-NS</b>
<b>A. Standard New Lots</b>						
Maximum density (dwelling units/net acre)	7.2	5.8	4.3	3.6	2.9	<u>5.8<sup>7</sup></u>
Minimum density (dwelling units/net acres)	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>4</u>
Average lot area (square feet) <sup>4</sup>	6,000	7,500	10,000	12,000	15,000	<u>7,500</u>
Minimum lot size (square feet)	4,800	6,000	8,000	9,600	12,000	<u>5,400<sup>8</sup></u>
Maximum lot size (square feet) <sup>3</sup>	9,000	12,000	14,000	18,000	24,000	<u>12,000</u>
Minimum lot width (feet)	60	70	80	90	100	<u>40<sup>9</sup></u>
Minimum lot depth (feet)	80	90	100	100	100	<u>90<sup>10</sup></u>
Maximum building lot coverage <sup>5</sup>	40%	40%	35%	30%	30%	<u>N/A</u>
Average building lot coverage <sup>6</sup>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>45%</u>
Maximum building height (feet) <sup>2</sup>	35	35	35	35	35	<u>35<sup>11</sup></u>
<b>B. Density Transfer Lots<sup>1</sup></b>						
Maximum density (dwelling units/net acre)	7.2	5.8	4.3	3.6	2.9	<u>5.8</u>
Minimum lot size (square feet)	4,200	5,250	7,000	8,400	10,500	<u>5,250</u>
Maximum lot size (square feet) <sup>3</sup>	7,200	9,000	12,000	14,400	18,000	<u>9,000</u>
Minimum lot width (feet) <sup>1</sup>	50	60	60	70	80	<u>60</u>
Minimum lot depth (feet) <sup>1</sup>	80	80	90	90	100	<u>80</u>
Maximum building lot coverage	40%	40%	40%	35%	35%	<u>60%</u>
Maximum building height (feet) <sup>2</sup>	35	35	35	35	35	<u>35</u>

## Notes:

- For additional density and dimension provisions, see CMC Sections 18.09.060 through 18.09.180.
- Maximum building height: three stories and a basement, not to exceed height listed.
- For parcels with an existing dwelling, a one-time exception may be allowed to partition from the parent parcel a lot that exceeds the maximum lot size permitted in the underlying zone. Any further partitioning of the parent parcel or the oversized lot must comply with the lot size requirements of the underlying zone.
- Average lot area is based on the square footage of all lots within the development or plat. The average lot size may vary from the stated standard by no more than five hundred square feet.
- The maximum building lot coverage for single-story homes may be up to forty-five percent in R-6, and R-7.5, and LD-NS zones, and forty percent in R-10 and R-12 zones. To qualify for increased lot coverage, a single-story home cannot include a basement or additional levels.
- Average building lot coverage is based on the square footage of all lots within the development or plat with an LD-NS zoning designation. The average building lot coverage may increase to 55% for single-story development and/or lots below 5,000 square feet.
- Does not apply to cottage-style development.
- Minimum lot size for cottage-style development shall be 2,400 square feet and rowhouse developments shall be 1,800 square feet.
- Minimum lot width for cottage-style development shall be 30 feet and rowhouse developments shall be 20 feet.

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10. Minimum lot depth for cottage-style and rowhouse development shall be 50 feet.

11. Maximum building height for cottage-style development shall be 25 feet.

**Table 2—Building Setbacks for Single-Family Residential Zones<sup>1</sup>**

Lot Area	Up to 4,999 sq. ft.	5,000 to 11,999 sq. ft.	12,000 to 14,999 sq. ft.	15,000 or more sq. ft.	LD-NS
Minimum front yard (feet) <sup>2</sup>	20 <sup>2</sup>	20 <sup>2</sup>	25 <sup>2</sup>	30 <sup>2</sup>	<u>10-25<sup>3</sup></u>
Minimum side yard (feet)	5	5	10	15	<u>5</u>
Minimum side yard flanking a street and corner lot rear yard (feet)	10	10	15	15	<u>10</u>
Minimum rear yard (feet)	20	25	30	35	<u>10-20<sup>4</sup></u>
Minimum lot frontage on a cul-de-sac or curve (feet)	25	30	35	40	<u>25</u>

Note:

- Setbacks may be reduced to be consistent with the lot sizes of the development in which it is located. Notwithstanding the setbacks requirements of this chapter, setbacks and/or building envelopes clearly established on an approved plat or development shall be applicable. In the LD-NS zone, cottage-style development setbacks are identified in the North Shore Design Manual.
- Garage setback is five feet behind the front of the dwelling.
- LD-NS subarea developments are encouraged to vary the front yard building setbacks to provide visual interest along a residential block. Garage faces shall maintain a minimum setback of 20 feet. Lots with alley-access garages may have a minimum front yard building setback of 10 feet.
- LD-NS subarea developments with street-access garages may have a minimum rear yard setback of 10 feet. LD-NS developments with alley-access garages must maintain a 20-foot rear-yard building setback from the alley.

(Ord. 2515 § 1 (Exh. A (part)), 2008; Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2612, § I(Exh. A), 2-7-2011; Ord. No. 15-010, § I, 8-17-2015; Ord. No. 17-013, § I(Exh. A), 10-2-2017; Ord. No. 19-012, § II(Exh. A), 11-4-2019 ; Ord. No. 21-005, § I(Exh. A), 3-15-2021)

### 18.09.050 Density and dimensions—Multifamily residential zones.

**Table 1—Density and Dimensions for Multifamily Residential Zones**

	MF-10	MF-18	MF-C Overlay	HD-NS
<b>Density</b>				
Maximum density (dwelling units per net acre)	10	18	24	<u>18<sup>6</sup></u>
Minimum density (dwelling units per net acre)	6.0	6.0	6.0	<u>10</u>
<b>Standard lots</b>				
Minimum lot area (square feet)	3,000	2,100	None	<u>1,800</u>
Minimum lot width (feet)	36	26	None	<u>20</u>
Minimum lot depth (feet)	70	60	None	<u>60</u>

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Maximum gross floor area (GFA) per dwelling unit (square feet)	No max	No max	1,000 <sup>Note 4</sup>	No max
<b>Setbacks<sup>2</sup></b>				
Minimum front yard/at garage front (feet)	15/20	10/20	0/20	<u>10/20</u>
Minimum side yard (feet)	3 <sup>Note 1</sup>	3 <sup>Note 1</sup>	0 / If abutting R-zone than setback is 10'	<u>3</u> <sup>1</sup>
Minimum side yard, flanking a street (feet)	15	15	15	<u>15</u> <sup>8</sup>
Minimum rear yard	10	10	0 / If abutting R-zone than setback is 10'	<u>10</u>
<b>Lot coverage</b>				
Maximum building lot coverage	55%	65%	Building coverage is limited by a minimum of 200 sq. ft. of useable yard adjacent to each dwelling unit.	<u>65%</u>
<b>Building height</b>				
Maximum building height (feet)	35 <sup>Note 2</sup>	50 <sup>Note 5</sup>	18 <sup>Note 3</sup>	<u>50</u> <sup>5, 9, 10</sup>

## Table Notes:

1. The non-attached side of a dwelling unit shall be three feet, otherwise a zero-lot line is assumed.
2. Maximum three stories and a basement but not to exceed height listed.
3. Maximum one story and a basement but not to exceed height listed.
4. Gross floor area (GFA) in this instance does not include covered porches or accessory structures as defined per CMC 18.17.040.
5. Maximum four stories but not to exceed height listed.
6. Does not apply to cottage-style development.
7. In the HD-NS zone, cottage-style development setbacks are identified in the North Shore Design Manual.
8. Minimum side yard flanking a street shall be 10 feet for cottage-style and rowhouse developments.
9. Building heights shall "step-down" and provide compatible scale and privacy between developments. Building height transitions shall be applied to new and vertically expanded buildings in the HD-NS zone within 20 feet (measured horizontally) of an existing single detached residential building 30 feet or less in height. The building-height-transition standard is met when the height of the taller building does not exceed 1 foot of height for every 1 foot separating the new building from the existing single detached residential structure.
10. Maximum building height for cottage-style development shall be 25 feet.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2612, § I(Exh. A), 2-7-2011; Ord. No. 2694, § III, 2-3-2014 ; Ord. No. 17-013 , § I(Exh. A), 10-2-2017)

### 18.09.060 Density transfers.

- A. Purpose. To achieve the density goals of the comprehensive plan with respect to the urban area, while preserving environmentally sensitive lands and the livability of the single-family residential neighborhoods, while also maintaining compatibility with existing residences.
- B. Scope. This section shall apply to new development in all residential (R) zoning districts.

- C. Where a land division proposes to set aside a tract for the protection of a critical area, natural open space network, or network connector (identified in the city of Camas parks plan), or approved as a recreational area, lots proposed within the development may utilize the density transfer standards under CMC Section 18.09.040.B Table-1.
- D. Where a tract under "C" above, includes one-half acre or more of contiguous area, the city may provide additional or negotiated flexibility to the lot size, lot width, lot depth, building setback, or lot coverage standards under CMC Section 18.09.040 Table 1 and 2. In no case shall the maximum density of the overall site be exceeded. A letter explaining the request for negotiated flexibility shall be submitted to the director for consideration. The city may also provide the landowner with:
  - 1. A credit against park and open space impact fees per Chapter 3.88; or
  - 2. Cash from the parks and open space impact fee fund or other public fund.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 18-014, § XII, 9-4-2018 ; Ord. No. 19-001 , § I(Att. A), 1-22-2019; Ord. No. 21-005 , § I(Exh. A), 3-15-2021)

### **18.09.080 Lot sizes.**

- A. In planned residential developments with sensitive lands and the required recreational open space set aside, a twenty per-cent density bonus on a unit count basis is permitted. Density may be transferred for sensitive areas but the total lot count shall never exceed the number of lots established in the density standards established in CMC Section 18.23.040 "Density Standards."
- B. When creating new lots via short plats or subdivisions that are adjacent to a different residential zone designation, the new lots along that common boundary shall be the maximum lot size allowed for the zone designation of the new development (if a lower density adjacent zone), or the minimum lot size allowed for the zone designation of the new development (if a greater density adjacent zone), as based on CMC 18.09.040 Table 2, Section A. In applying this section, where a land division is required to increase the size of lots, the land division may utilize the density transfer provisions provided for in CMC Section 18.09.060.
- C. For residentially zoned parcels owned or controlled by a religious organization, a twenty percent density bonus to the dwelling unit maximum (Refer to Sections 18.09.040 and 18.09.050) is permitted for the development of affordable housing, when the following criteria are met:
  - 1. Affordable housing is for low-income households. "Low-income household" means a single person, family, or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size for Clark County;
  - 2. A lease or other binding obligation shall require development to be used exclusively for affordable housing purposes for at least fifty years, even if the religious organization no longer owns the property; and
  - 3. Does not discriminate against any person who qualifies as a member of a low-income household.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2612, § I(Exh. A), 2-7-2011; Ord. No. 21-004 , § II(Exh. A), 3-15-2021)

### 18.09.090 Reduction prohibited.

No lot area, yard, open space, off-street parking area, or loading area existing after the effective date of the ordinance codified in this chapter shall be reduced below the minimum standards required by the ordinance codified in this chapter, nor used as another use, except as provided in Chapter 18.41 "Nonconforming Lots, Structures, Uses."

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

### 18.09.100 Lot exception.

If at the time of passage of the code, a lot has an area or dimension which does not conform with the density provisions of the zoning district in which it is located, the lot may be occupied by any use permitted outright in the district, subject to the other requirements of the district. The person claiming benefits under this section shall submit documentary proof of the fact that the lot existed by title at the time of passage of the code. See Section 18.41.040 "Buildable lot of record."

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

### 18.09.110 Height—Exception.

The following type of structures or structural parts are not subject to the building height limitations of the code: tanks, church spires, belfries, domes, monuments, fire and hose towers, observation towers, transmission towers, wind turbines, chimneys, flag poles (see setbacks at CMC Section 18.09130(G)), radio and television towers, masts, aerials, cooling towers, and other similar structures or facilities. The heights of telecommunication facilities are addressed in CMC Chapter 18.35 Telecommunication Ordinance.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2612, § I(Exh. A), 2-7-2011; Ord. No. 2691, § I(Exh. A), 1-21-2014 )

### 18.09.120 Roof overhang permitted.

The maximum a roof overhang may intrude into yard setbacks shall be as follows:

Yard Setback	Maximum Roof Overhang <sup>1</sup>
5 feet	2 feet
10 feet	3.5 feet
15 feet	5 feet
15 feet or greater	5 feet

1. In the C-NS zone, roof overhangs may intrude up to 15 feet in the front yard setback.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

### 18.09.130 Setback—Exception.

- A. Cornices, eaves, chimneys, belt courses, leaders, sills, pilasters, or other similar architectural or ornamental features (not including bay windows or vertical projections) may extend or project into a required yard not more than two feet.

- B. Open balconies, unenclosed fire escapes, or stairways, not covered by a roof or canopy, may extend or project into a required front yard, or a required rear yard along a flanking street of a corner lot, or into a required side yard not more than three feet.
- C. Open, unenclosed patios, terraces, roadways, courtyards, or similar surfaced areas, not covered by a roof or canopy, and not more than thirty inches from the finished ground surface, may occupy, extend, or project into a required yard.
- D. Cantilevered floors, bay windows, or similar architectural projections, not wider than twelve feet, may extend or project into the required side yard along a flanking street of a corner lot not more than two feet. The total of all projections for each building elevation shall not exceed fifty percent of each building elevation.
- E. Detached accessory buildings or structures may be established in a side or rear yard, provided such structure maintains a minimum setback of five feet from side and rear lot lines, and a minimum six feet setback from any building. In no event shall an accessory building(s) occupy more than thirty percent of a rear yard requirement. For accessory dwelling units, see Chapter 18.27.
- F. On sloping lots greater than fifty percent, only uncovered stairways and wheelchair ramps that lead to the front door of a building may extend or project into the required front yard setback no more than five feet in any R or MF zone.
- G. Flag poles may be placed within any required yard but shall maintain a five-foot setback from any lot line.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2612, § I(Exh. A), 2-7-2011; Ord. No. 2691, § I(Exh. A), 1-21-2014 )

#### **18.09.140 Front yard—Exception.**

- A. Commercial and Industrial Districts. For a lot in a NC, CC, RC, LI or HI district proposed for commercial or industrial development, which is across a street from a residential (R) zone, the yard setback from the street shall be fifteen feet.
- B. Sloping Lot in Any Zone. If the natural gradient of a lot from front to rear along the lot depth line exceeds an average of twenty percent, the front yard may be reduced by one foot for each two percent gradient over twenty percent. In no case under the provisions of this subsection shall the setback be less than ten feet. The front of a garage shall not be closer than eighteen feet from the back of the sidewalk.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

( Ord. No. 17-013 , § I(Exh. A), 10-2-2017)

#### **18.09.150 Side yard—Exception.**

For a lot in a NC, CC or RC district containing a use other than a dwelling structure, and adjoining a residential zoning district, minimum side yard along a side lot line adjoining a lot in a residential zoning district shall be fifteen feet. In the case of a lot in a LI or HI district the side yard setbacks shall be twenty feet. If the adjoining residential district is within an area shown in the comprehensive plan for future commercial or industrial use or expansion, no minimum side yard shall be required.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

**18.09.160 Side yard—Flanking street.**

For a corner lot in a NC, CC, RC, LI or HI district proposed for commercial or industrial development, which is across a street from a residential (R) zone, the yard setback from the street shall be fifteen feet.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

**18.09.170 Rear yard—Exception.**

For a lot in a NC, CC or RC district containing a use other than a dwelling structure and adjoining a residential zoning district, minimum rear yard along a rear lot line adjoining a side or rear yard of a lot in a residential zoning district shall be fifteen feet. In the case of a lot in a LI or HI district, the rear yard setback shall be twenty feet. If the adjoining residential district is within an area shown in the comprehensive plan for future commercial or industrial use or expansion, no minimum rear yard shall be required.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

**18.09.180 Elevated decks.**

Rear Yard Setback. The rear yard setback for an elevated deck shall be fifteen feet. As used herein, an elevated deck shall mean a deck thirty inches or more aboveground level that is physically attached to a residential structure. The areas covered by an elevated deck shall be counted when calculating the maximum lot coverage permitted under the applicable density provisions.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

**Chapter 18.11 PARKING****18.11.010 Parking policy designated.**

Except as hereafter provided for the MX District and DC District, in all Districts there shall be provided minimum off street parking spaces in accordance with the requirements of Section 18.11.020. Such off street parking spaces shall be provided at the time of erecting new structures, or at the time of enlarging, moving, or increasing the capacity of existing structures by creating or adding dwelling units, commercial or industrial floor space, or seating facilities. Under no circumstances shall off street parking be permitted in the vision clearance area of any intersection. Off street parking will only qualify if located entirely on the parcel in question, and not on City owned right-of-way or privately owned streets less than twenty feet in width. Covered parking structures shall not be permitted within the front yard set back or side yard set back along a flanking street.

For projects one-half block or less in size in the DC District and MX District, the Community Development Director may waive the off street parking requirements if the City Engineer finds that the anticipated parking needs of the project can be adequately met by existing off street parking on site, if any, and on street parking adjacent to the project. The Community Development Director may, as a condition of waiving the off street parking requirements of Section 18.11.020, require that on street parking be converted at the expense of the applicant to angle parking or another parking configuration approved by the City Engineer.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2545, § III, 5-4-2009; Ord. No. 2547, § VI, 5-18-2009)



### 18.11.020 Design.

The design of off-street parking shall be as follows:

- A. Ingress and Egress. The location of all points of ingress and egress to parking areas shall be subject to the review and approval of the city.
- B. Backout Prohibited. In all commercial and industrial developments and in all residential buildings containing five or more dwelling units, parking areas shall be so arranged as to make it unnecessary for a vehicle to back out into any street or public right-of-way.
- C. Parking Spaces—Access and Dimensions. Adequate provisions shall be made for individual ingress and egress by vehicles to all parking stalls at all times by means of unobstructed maneuvering aisles.
  - 1. Off-street parking space dimensions shall be as follows or as otherwise approved by the director:
    - a. Standard spaces shall be a minimum of nine feet in width;
    - b. Standard spaces shall be a minimum of eighteen feet in length.
  - 2. Aisle width dimensions shall be as follows or as otherwise approved by the director:
    - a. One-way aisle width shall be fifteen feet;
    - b. Two-way aisle width shall be twenty-four feet.
- D. Small Car Parking Spaces. A maximum of thirty percent of the total required parking spaces may be reduced in size for the use of small cars, provided these spaces shall be clearly identified with a sign permanently affixed immediately in front of each space containing the notation "compacts only." Spaces designed for small cars may be reduced in size to a minimum of eight feet in width and fifteen feet in length. Where feasible, all small car spaces shall be located in one or more contiguous areas and/or adjacent to ingress/egress points within parking facilities. Location of compact car parking spaces shall not create traffic congestion or impede traffic flows.

(Ord. 2515 § 1 (Exh. A (part)), 2008; Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2612, § I(Exh. A), 2-7-2011; Ord. No. 17-013 , § I(Exh. A), 10-2-2017)

### 18.11.030 Location.

Off-street facilities shall be located as hereafter specified. Such distance shall be the maximum walking distance measured from the nearest point of the parking facility to the nearest point of the building that such facility is required to serve:

- A. For single-family or two-family dwelling and motels: on the same lot with the structure they are required to serve.
- B. For multiple dwelling, rooming or lodging house: two hundred feet.
- C. For hospital, sanitarium, home for the aged, or building containing a club: three hundred feet.
- D. For uses other than those specified above: four hundred feet.

(Ord. 2515 § 1 (Exh. A (part)), 2008; Ord. 2443 § 3 (Exh. A (part)), 2006)

**18.11.040 Units of measurement.**

- A. In a stadium, sports arena, church, or other place of assembly, each twenty inches of bench seating shall be counted as one seat for the purpose of determining requirements for off-street parking facilities.
- B. For purposes of determining off-street parking as related to floor space of multilevel structures and building, the following formula shall be used to compute gross floor area for parking determination:

Main floor	100%
Basement and second floor	50%
Additional stories	25%

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

**18.11.050 Change or expansion.**

Except in a DC District or MX District, whenever a building is enlarged or altered, or whenever the use of a building or property is changed, off street parking shall be provided for such expansion or change of use. The number of off street parking spaces required shall be determined for only the square footage of expansion and not the total square footage of the building or use; however, no additional off street parking space need be provided where the number of parking spaces required for such expansion, enlargement, or change in use since the effective date of this Code is less than ten percent of the parking spaces specified in the Code. Nothing in this provision shall be construed to require off street parking spaces for the portion and/or use of such building existing at the time of passage of the Code.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2545, § III, 5-4-2009; Ord. No. 2547, § VII, 5-18-2009)

**18.11.060 Unspecified use.**

In case of a use not specifically mentioned in Section 18.11.130 of this chapter, the requirements for off-street parking facilities shall be determined by the city in accordance with a conditional use permit. Such determination shall be based upon the requirements for the most comparable use listed.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

**18.11.070 Joint use.**

The city may authorize the joint use of parking facilities for the following uses or activities under conditions specified:

- A. Up to fifty percent of the parking facilities required by the code for a theater, bowling alley, tavern, or restaurant may be supplied by the off-street parking facilities provided by certain types of buildings or uses herein referred to as "daytime" uses in subsection D of this section.
- B. Up to fifty percent of the off-street parking facilities required for any building or use specified in subsection D of this section, "daytime" uses, may be supplied by the parking facilities provided by uses herein referred to as "nighttime or Sunday" uses in subsection E of this section.

- C. Up to one hundred percent of the parking facilities required for a church or for an auditorium incidental to a public or parochial school may be supplied by the off-street parking facilities provided by uses herein referred to as "daytime" uses in subsection D of this section.
- D. For the purpose of this section, the following and similar uses are considered as primary daytime uses: banks, offices, retail, personal service shops, household equipment or furniture stores, clothing or shoe repair shops, manufacturing or wholesale buildings, and similar uses.
- E. For the purpose of this section, the following and similar uses are considered as primary nighttime or Sunday uses: auditorium incidental to a public or parochial school, churches, bowling alleys, theaters, taverns or restaurants.
- F. Owners of two or more buildings or lots may agree to utilize jointly the same parking space, subject to such conditions as may be imposed by the city. Satisfactory legal evidence shall be presented to the city in the form of deeds, leases, or contracts to establish the joint use. Evidence shall be required that there is no substantial conflict in the principal operating hours of the buildings or uses for which joint off-street parking is proposed.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

#### **18.11.080 Plan submittal.**

Every tract or lot hereafter used as public or private parking area, having a capacity of five or more vehicles, shall be developed and maintained in accordance with the requirements and standards of this chapter.

The plan of the proposed parking area shall be submitted to the city at the time of the application for the building for which the parking area is required. The plan shall clearly indicate the proposed development, including location, size, shape, design, curb cuts, lighting, landscaping, and other features and appurtenances required. The parking facility shall be developed and completed to the required standards before an occupancy permit for the building may be issued.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

#### **18.11.090 Landscaping.**

Landscaping requirements for parking areas shall be provided under Chapter 18.13 "Landscaping."

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

#### **18.11.100 Residential parking.**

Residential off-street parking space shall consist of a parking strip, driveway, garage, or a combination thereof, and shall be located on the lot they are intended to serve.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

#### **18.11.110 Parking for the handicapped.**

Off-street parking and access for the physically handicapped persons shall be provided in accordance with the international building code.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

### 18.11.120 Additional requirements.

In addition to the basic standards and requirements established by other sections of this chapter, the city may make such other requirements or restrictions as shall be deemed necessary in the interests of safety, health and general welfare of the city, including, but not limited to, lighting, jointly development of parking facilities, entrances and exits, accessory uses, and conditional exceptions. Further, performance bonds may be required in such cases where the city determines that such shall be necessary to guarantee proper completion of improvements within time periods specified.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

### 18.11.130 Standards.

The minimum number of off-street parking spaces for the listed uses shall be shown in Table 18.11-1, Off-Street Parking Standards. The city shall have the authority to request a parking study when deemed necessary.

Use	Required Number of Off-Street Parking Spaces
<b>Residential</b>	
Single-family dwelling, duplex, rowhouse	2 per unit
Studio apartment	1
Apartment 1 bedroom/ 2+ bedrooms	1.5/2
Housing for elderly (apartment/unassisted)	.33 per unit
Retirement dwellings	2 per unit
Residential care facility/assisted living	1 per 2 beds + 1 per day shift employee
<b>Lodging</b>	
Hotel or motel	1 space per unit plus additional for bars, restaurants, assembly rooms
Bed and breakfast	1 space per room
<b>Recreation</b>	
Marina	1 space per 2 slips
Miniature golf	1 per hole
Golf course	6 spaces per hole and 1 per employee
Golf driving range	1 space per 15 feet of driving line
Theater, auditorium	1 space per 4 seats maximum occupancy
Stadium, sports arena	1 space per 4 seats, or 1 for each 8 feet of benches, plus 1 space per 2 employees
Tennis, racquetball, handball, courts/club	3 spaces per court or lane, 1 space per 260 square feet of gross floor area (GFA) of related uses, and 1 space per employee
Basketball, volleyball court	9 spaces per court
Bowling, bocce ball center, billiard hall	5 spaces per alley/lane, and/or table
Dance hall, bingo hall, electronic game rooms, and assembly halls without fixed seats	1 space per 75 square feet of gross floor area (GFA)
Sports club, health, spa, karate club	1 space per 260 square feet of gross floor area, plus 1 space per employee
Roller rink, ice-skating rink	1 space per 100 square feet of gross floor area
Swimming club	1 space per 40 square feet of gross floor area
Private club, lodge hall	1 space per 75 square feet of gross floor area

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<b>Institutional</b>	
Church/chapel/ synagogue/temple	1 space per 3 seats or 6 feet of pews
Elementary/middle/ junior high school	1 space per employee, teacher, staff, and 1 space per 15 students
Senior high school	1 space per employee, teacher, staff, and 1 space per 10 students
Technical college, trade school, business school	1 space per every 2 employees, staff, and 1 space per every full-time student, or 3 part-time students
University, college, seminary	1 per every 2 employees and staff members, and either 1 per every 3 full-time students not on campus, or 1 for every 3 part-time students, whichever is greater
Multi-use community centers	1 per 4 seats maximum occupancy
Museum, art gallery	1 space per 500 square feet of gross floor area
Library	1 per employee and 1 per 500 square feet of gross floor area
Post office	1 per 500 square feet of gross floor area, plus 1 space per each 2 employees
<b>Medical care facilities</b>	
Hospitals	1 per 2 beds
Veterinary clinic/hospital	1 space per 250 square feet of gross floor area
Medical/dental clinic/office	1 per employee plus 1 per 300 square feet of gross floor area
<b>Office</b>	
General offices	1 per employee, plus 1 per 400 square feet of gross floor area
General office (no customer service)	1 per 250 square feet of gross floor area
Office park	1 space per 400 square feet of gross floor area
Meeting rooms	1 per 4 person occupancy load, and 1 per 2 employees
<b>Commercial/service</b>	
Automobile sales new/used	1 per 400 square feet of gross floor area
Auto repair accessory to auto sales	2 spaces per auto service stall
Automobile repair shop, automobile service station, automobile specialty store, automobile body shop	4 per bay
Gas station	1 per 2 fuel pumps
Gas station with mini-market	1 per nozzle plus 1 per 250 square feet of gross floor area
Car wash or quick service lubrication facilities	2 spaces per stall, and 1 space per 2 employees
Beauty parlor, barber shop	1 per 300 square feet of gross floor area
Massage parlor	1 per 300 square feet of gross floor area
Exhibition halls, showrooms, contractor's shop	1 space per 900 square feet of gross floor area
Photographic studio	1 space per 800 square feet of gross floor area
Convenience market, supermarket	1 space per 250 square feet of gross floor area
Multi-use retail center	1 per 250 square feet of gross floor area
Finance, insurance, real estate office	1 per employee plus 1 per 400 square feet of gross floor area
Bank	1 per employee, plus 1 per 400 square feet of gross floor area

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Drug store	First 5,000 square feet = 17 spaces plus 1 per additional 1,500 square feet
Furniture/appliance store	1 per 500 square feet of gross floor area
Clothing store	1 per 400 square feet of gross floor area
Lumber yard, building material center	1 space per 275 square feet of indoor sales area, plus 1 space per 5,000 square feet of warehouse/storage
Hardware/paint store	1 per 400 square feet of gross floor area
Restaurant	1 per 100 square feet of gross floor area
Restaurant, carry-out	1 space per 225 square feet of gross floor area
Fast food restaurant/coffee kiosk	1 space per 110 square feet of gross floor area, plus 6 stacking spaces for drive-through lane
Repair shop	1 per 400 square feet of gross floor area
Laundromats, coin-operated dry cleaners	1 space per every 3 washing or cleaning machines
Mortuary	1 space per 150 square feet of gross floor area
Express delivery service	1 space per 500 square feet of gross floor area, plus 1 space per employee
Retail stores in general	Less than 5,000 square feet: 1 per 300 square feet. Greater than 5,000 square feet: 17 plus 1 per 1,500 square feet
<b>Industrial</b>	
Industrial, manufacturing	1 per 500 square feet of gross floor area
Warehousing, storage	1 per 1,000 square feet of gross floor area
Public or private utility building	1 per 1,000 square feet of gross floor area
Wholesaling	2 plus 1 per 1,000 square feet of gross floor area
Research and development	1 per 500 square feet of gross floor area
LI/BP general office	1 per employee peak plus 15%
LI/BP research	1 per employee peak + 10%

(Ord. 2515 § 1 (Exh. A (part)), 2008; Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2612, § I(Exh. A), 2-7-2011; Ord. No. 2691, § I(Exh. A), 1-21-2014 )

### 18.11.140 Loading standards.

In all districts except the DC districts, buildings or structures to be built or substantially altered which receive and distribute material and merchandise by trucks shall provide and maintain off-street loading berths in sufficient numbers and size to adequately handle the needs of the particular case.

The following standards in Tables 18.11-2 and 18.11-3, shall be used in establishing the minimum number of berths required:

**Table 18.11-2 Berth Standards for Commercial and Industrial Buildings**

Number of Berths	Gross Floor Area of the Building in Square Feet
1	Up to 20,000
2	20,000—50,000
3	50,000—100,000
* One additional berth is required for each 50,000 in excess of 100,000	

**Table 18.11-3 Berth Standards for Office Buildings, Hotels, Hospitals and Other Institutions**

Number of Berths	Gross Floor Area of the Building in Square Feet
1	Up to 100,000
2	100,000 to 300,000
3	300,000 to 600,000
* One additional berth is required for each 300,000 in excess of 600,000	

No loading berth shall be located closer than fifty feet to a lot in any residential zoning district unless wholly within a completely enclosed building, or unless screened from such lot in the residential district by a wall, fence, or sight-obscuring evergreen hedge not less than six feet in height.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

## Chapter 18.13 LANDSCAPING

### 18.13.010 Purpose.

- A. To establish minimum standards for landscaping in order to provide screening between incompatible land uses, minimize the visual impact of paved areas, provide for shade, and minimize erosion; and
- B. To implement the city's comprehensive plan goals which include preserving natural beauty in the city, and protecting Camas' native landscape and mature tree cover.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

( Ord. No. 18-014, § XIII, 9-4-2018 )

### 18.13.020 Scope.

- A. Unless otherwise exempted, the standards of this chapter shall apply to any site to be developed. All applicable development activities shall be required to prepare a landscape plan and shall be required to meet the minimum tree density herein created.
- B. The standards of this chapter shall apply to the following:
  1. Commercial, industrial, governmental uses, and land divisions;
  2. Redevelopment including change of use when Site Plan Review is applicable (refer to Chapter 18.18 Site Plan Review);
  3. Parking lots with greater than four spaces;
  4. Development that is subject to Design Review (refer to Chapter 18.19 Design Review);
  5. Undeveloped property converting to an allowed use in the zone (e.g. infill lots); and
  6. Conditional uses. The standards for landscaping will be the same as the landscaping standards in commercial zones if conditional use will occur in a residential zone.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

( Ord. No. 17-013 , § I(Exh. A), 10-2-2017; Ord. No. 18-014, § XIII, 9-4-2018 )

### **18.13.025 Exemptions.**

The following activities are exempt from submittal of a Landscape Tree and Vegetation Plan:

- A. Commercial Nurseries. Removal of trees and vegetation which are being grown to be sold as landscape trees.
- B. Forest Practices Permit. Removal of trees as allowed with a forest practices permit issued by the Washington State Department of Natural Resources. Exemption does not include conversion of forest land to other uses.
- C. Developed Residential Lots. Removal of trees on lots which: (1) are less than twenty-four thousand square feet and are part of a subdivision or short plat; (2) which cannot be further divided in accordance with the underlying zoning district; and (3) trees to be removed are not within shoreline areas or critical areas.
- D. Undeveloped property and developed lots (twenty-four thousand square feet and greater). Removal of up to six trees per acre, up to a total of six trees within any twelve consecutive month period when: (1) the property is intended to remain undeveloped for a period of six years and such intent is recorded in a covenant; (2) if a minimum tree density of thirty tree units per acre is maintained; and (3) the trees to be removed are not within shoreline areas or critical areas. Removal of trees on parcels of less than one acre in size shall be limited in proportion to six trees per acre (e.g. a half acre parcel can remove three trees).
- E. Downtown commercial zone. Downtown commercial zone properties must include properly spaced street trees, and other landscape screening in accordance with downtown design review standards, but are not required to meet tree density minimums.
- F. Minor development. A Landscape, Tree and Vegetation plan is not required for any site disturbance less than five hundred square feet and where no tree will be removed or adjacent tree(s) impacted.

( Ord. No. 18-014, § XIV, 9-4-2018 )

### **18.13.030 Expansion.**

In a case where a site expands, landscaping shall be provided only for the percentage of expansion.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

### **18.13.040 Procedure for landscape, tree and vegetation plans.**

- A. Applicants shall submit a detailed Landscape, Tree and Vegetation Plan with building and site improvement plans. Included in the plans (at a minimum) shall be type, size, and location of plants and materials.
- B. A tree survey must be included for any applicable development proposing to remove trees.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

( Ord. No. 18-014, § XIII, 9-4-2018 )



**18.13.045 Tree survey.**

- A. The applicant must submit a tree survey that is prepared by a certified arborist or professional forester.
- B. A tree survey must contain the following:
  - 1. Inventory.
    - a. Map of the site, with tree locations numbered
    - b. Include all significant trees that will be impacted by the proposed development, which may include trees off-site if canopies overhang the subject property. Open space tracts to be set aside for conservation purposes do not need to be included in survey.
    - c. Provide the common and scientific name of inventoried trees.
  - 2. Assessment.
    - a. Size. Measure and provide the diameter at breast height (DBH).
    - b. Tree protection zone. (Refer to CMC 18.03.050 Environmental Definitions)
    - c. Tree health. An overall assessment of the trees structural stability and failure potential based on specific structural features (e.g. decay, conks, co-dominate trunks, abnormal lean) and rated as good, fair or poor.
    - d. Recommendation for preservation or removal. The recommendation will consider proposed grading, trenching, paving, fencing and other construction plans.
    - e. If hazardous, then an evaluation of hazardous trees will include a numerical value of hazard based on the following: failure potential; size of part most likely to fail; and distance to target (e.g. new residence).

( Ord. No. 18-014, § XIV, 9-4-2018 )

**18.13.050 Standards for landscape, tree and vegetation plans.**

- A. The property owner shall be responsible for any future damage to a street, curb, or sidewalk caused by landscaping.
- B. Landscaping and trees shall be selected and located to deter sound, filter air contaminants, curtail erosion, minimize stormwater run-off, contribute to living privacy, reduce the visual impacts of large buildings and paved areas, screen, and emphasize or separate outdoor spaces of different uses or character.
- C. Landscape, Tree and Vegetation Plan must include a combination of trees, shrubs, and ground cover to achieve the purposes of this chapter.
  - 1. Required landscaping shall be comprised of a minimum of sixty percent native vegetation (or adapted to northwest climate), or drought-tolerant vegetation, and fifty percent evergreen.
  - 2. Deciduous trees shall have straight trunks, be fully branched, have a minimum caliper of two inches, be equivalent to a fifteen-gallon container size, and be adequately staked for planting.
  - 3. Evergreen trees shall be a minimum of five feet in height, fully branched, and adequately staked for planting.

- D. Street trees will be required as part of the frontage improvements. Species, size and spacing of the trees must be consistent with the Design Standards Manual. Unless otherwise specified, trees must generally be spaced thirty feet apart. Substitute varieties are subject to approval by the City of Camas.
- E. Proposed vegetation cannot be an invasive species as listed within the most current edition of the Clark County Noxious Weed List (e.g. English Ivy cultivars).
- F. Shrubs shall be a minimum of five-gallon pot size. Upright shrubs shall have a minimum height at planting of eighteen inches. Spreading shrubs at planting shall have a minimum width of eighteen inches (smaller shrub sizes may be approved where it is more appropriate within a particular landscape plan).
- G. Ground Cover, defined as living material and not including bark chips or other mulch, shall be from containers of one gallon or larger. Plants shall be planted and spaced in a triangular pattern which will result in eighty percent cover in three years. Lawn cannot be the primary ground cover within required landscape buffers unless approved for stormwater conveyance. Grass species, if used as ground cover, shall be native or drought-tolerant, and appropriate for the use of the area.
- H. Appropriate measures shall be taken, e.g., installation of irrigation system, to assure landscaping success. If plantings fail to survive, it is the responsibility of the property owner to replace them.
- I. Required trees, as they grow, shall be pruned in accordance with the International Society of Arboriculture. The pruned tree will provide at least ten feet of clearance above sidewalks and fourteen feet above street roadway surfaces.
- J. Existing trees may be used as street trees if there will be no damage from the development which will kill or weaken the tree. Sidewalks of variable width and elevation may be utilized to save existing street trees, subject to approval by the city.
- K. Vision clearance hazards shall be prohibited.
- L. Street trees and other required landscaping which dies or is removed, must be replaced within one year of death or removal. Replacement street trees may be an alternative species from the city's recommended tree list, and may be in a different location as approved by the city.

(Ord. 2515 § 1 (Exh. A (part)), 2008; Ord. 2443 § 3 (Exh. A (part)), 2006)

(Ord. No. 2612, § I(Exh. A), 2-7-2011; Ord. No. 2691, § I(Exh. A), 1-21-2014 ; Ord. No. 17-013 , § I(Exh. A), 10-2-2017; Ord. No. 18-014, § XIII, 9-4-2018 ; Ord. No. 21-005 , § I(Exh. A), 3-15-2021)

### 18.13.051 Minimum tree density requirement.

- A. Tree Density. A minimum tree density per net acre is required and must be incorporated within the overall landscape plan. The tree density may consist of existing trees, replacement trees or a combination of existing and replacement trees, pursuant to the priority established in Section 18.13.052.

**18.13.051 Table 1: Required Tree Density**

Proposed Activity	Required Minimum Tree Density per Net Acre	Required Tree Replacement	North Shore Subarea Required Minimum Tree Density per Net Acre <sup>1</sup>
New Development	20 Tree Units	20 Tree Units per acre	<u>30 Tree Units</u>
Residential	20 Tree Units	20 Tree Units per acre	<u>30 Tree Units</u>

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Developed commercial and industrial properties	20 Tree Units	3 Tree Units for every 1 tree unit removed up to the minimum tree density per acre.	30 Tree Units
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<sup>1</sup> At least 50% of minimum tree density shall be achieved through retention of existing trees where the existing tree coverage on the site would allow for this standard to be met. If this standard cannot be met, an arborist report is required to demonstrate that it cannot be met. Replacement trees must be native and/or coniferous species. More information is included in the North Shore Design Manual.

- B. Tree Density Calculation. Specific instructions on how to perform tree density calculations are provided in the Design Standards Manual. "Tree Unit" is a unit of measurement based upon the size of the diameter of the tree measured at the breast height ("dbh"). New trees are given a value of one (1) Tree Unit, as they must be a minimum of 2" dbh when planted. Tree Unit values are summarized in the following Table:

**18.13.051 Table 2: Tree Units for Existing Trees**

Diameter at Breast Height "dbh"	Tree Units	Diameter at Breast Height "dbh"	Tree Units
1" to 5"	1	31" to 32"	12
6" to 12"	2	33" to 34"	13
13" to 14"	3	35" to 36"	14
15" to 16"	4	37" to 38"	15
17" to 18"	5	39" to 40"	16
19" to 20"	6	41" to 42"	17
21" to 22"	7	43" to 44"	18
23" to 24"	8	45" to 46"	19
25" to 26"	9	47" to 48"	20
27" to 28"	10	49" to 50"	21
29" to 30"	11	For larger trees, allow a ½ tree unit for every additional inch of dbh.	

( Ord. No. 18-014, § XIV, 9-4-2018 )

### **18.13.052 Tree and native vegetation preservation.**

- A. When determining where to retain or plant trees, locations with healthy soils, native understory vegetation, and mature trees shall have priority when there are feasible alternative locations on site for proposed buildings and site improvements to achieve the minimum tree unit density per acre. This may require site redesign. Provided, where necessary, density transfer areas may be used to ensure protection and retention of trees. Residential and mixed-use developments may use density transfer standards when setting aside area outside of critical or natural areas to protect existing trees.
- B. In designing a development project and in meeting the required tree density, the applicant must provide a Landscape, Tree and Vegetation plan that retains healthy, wind firm trees in the following priority:
1. Trees located within critical area buffers. Trees must be identified within a protected tract.
  2. Significant wildlife habitat, or areas adjacent and buffering habitat.
  3. Significant trees that are greater than 36 inch dbh.

4. Groves of trees, or other individual healthy trees with the intent to retain must be located in separate tract if part of a land division, or other protective mechanism if other development type,
  5. Trees, that if removed would cause trees on adjacent properties to become hazardous.
- C. Mitigation and Replacement. In areas where there are currently inadequate numbers of existing trees to meet minimum tree density, where the trees are inappropriate for preservation, the soils are poor, or there are significant invasive species, then mitigation shall be required to meet the minimum tree density. The applicant's proposed location for replacement trees or mitigation shall be subject to the city's approval of the Landscape Plan. Replacement trees shall be planted in the following priority:
1. Onsite.
    - a. Within or adjacent to critical area buffers or wildlife habitat areas
    - b. Adjacent to stormwater facilities
    - c. Landscaping tracts, such as at entrances, traffic islands or other common areas
    - d. Removal of invasive species and restorative native vegetation planting equivalent to the area necessary for new tree planting.
  2. City tree fund. When on-site locations are unavailable or infeasible, then the applicant can pay an amount equal to the market value of the replacement trees into the city's tree fund.

( Ord. No. 18-014, § XIV, 9-4-2018 )

### 18.13.055 Landscape buffering standards.

- A. Landscape buffers shall be in compliance with the below referenced table:

**Table 1—Landscape Buffers**

Abutting Zone ►	Residential		Commercial		Business Park		Industrial	
Uses on Site ▼	Not Separated by a Street	Separated by a Street	Not Separated by a Street	Separated by a Street	Not Separated by a Street	Separated by a Street	Not Separated by a Street	Separated by a Street
Multifamily Residential	5' L1	5' L1	10' L3	10' L2	10' L2	10' L2	10' L2 w/F2 Fence	10' L3
Commercial	10' L3	5' L2	5' L1	5' L2	5' L2	5' L2	10' L3	10' L2
Industrial	10' L2 w/F2 Fence	10' L2	10' L3	L2	10' L3	5' L2	5' L2	5' L1

- B. Landscaping and Screening Design Standards.

1. L1, General Landscaping.
  - a. Intent. The L1 standard is intended to be used where distance is the principal means of separating uses or development, and landscaping enhances the area between them. The L1

standard consists principally of groundcover plants; trees and high and low shrubs also are required.

- b. Required Materials. There are two ways to provide trees and shrubs to comply with an L1 standard. Shrubs and trees may be grouped. Groundcover plants, grass lawn, or approved flowers must fully cover the landscaped area not in shrubs and trees.
2. L2, Low Screen.
    - a. The standard is applied where a low level of screening sufficiently reduces the impact of a use or development, or where visibility between areas is more important than a greater visual screen.
    - b. Required Materials. The L2 standard requires enough low shrubs to form a continuous screen three feet high and ninety-five percent opaque year-round. In addition, one tree is required per thirty lineal feet of landscaped area, or as appropriate to provide a tree canopy over the landscaped area. Groundcover plants must fully cover the remainder of the landscaped area. A three-foot high masonry wall or fence at an F2 standard may be substituted for shrubs, but the trees and groundcover plants are still required.
  3. L3, High Screen.
    - a. The L3 standard provides physical and visual separation between uses or development principally using screening. It is used where such separation is warranted by a proposed development, notwithstanding loss of direct views.
    - b. Required Materials. The L3 standard requires enough high shrubs to form a screen six feet high and ninety-five percent opaque year-round. In addition, one tree is required per thirty lineal feet of landscaped area, or as appropriate to provide a tree canopy over the landscaped area. Groundcover plants must fully cover the remainder of the landscaped area. A six-foot high wall or fence that complies with an F1 or F2 standard may be substituted for shrubs, but the trees and groundcover plants are still required. When applied along street lot lines, the screen or wall is to be placed along the interior side of the landscaped area.
  4. Fences.
    - a. F1, Partially Sight-Obscuring Fence.
      - i. Intent. The F1 fence standard provides partial visual separation. The standard is applied where a proposed use or development has little impact, or where visibility between areas is more important than a total visual screen.
      - ii. Required Materials. A fence or wall that complies with the F1 standard shall be six feet high, and at least fifty percent sight-obscuring. Fences may be made of wood, metal, bricks, masonry, or other permanent materials.
    - b. F2, Fully Sight-Obscuring Fence.
      - i. Intent. The F2 fence standard provides visual separation where complete screening is needed to protect abutting uses, and landscaping alone cannot provide that separation.
      - ii. Required Materials. A fence or wall that complies with the F2 standard shall be six feet high, and one hundred percent sight obscuring. Fences may be made of wood, metal, bricks, masonry or other permanent materials.
  5. The applicant may provide landscaping and screening that exceeds the standards in this chapter provided:
    - a. A fence or wall (or a combination of a berm and fence or wall), may not exceed a height of six feet above the finished grade at the base of the fence or wall (or at the base of a berm, if

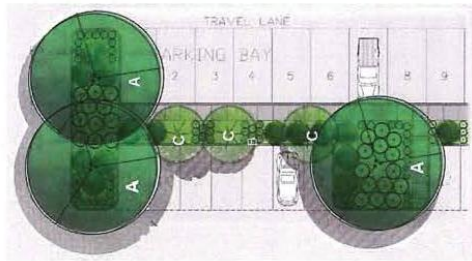
combined with one), unless the approval authority finds additional height is necessary to mitigate potential adverse effects of the proposed use, or other uses in the vicinity; and landscaping and screening shall not create vision clearance hazards.

- b. The community development director may approve use of existing vegetation to fulfill landscaping and screening requirements of this chapter, if that existing landscaping provides at least an equivalent level of screening as the standard required for the development in question.
- c. Required landscaping and screening shall be located on the perimeter of a lot or parcel. Required landscaping and screening shall not be located on a public right-of-way or private street easement.

( Ord. No. 17-013 , § III(Exh. A), 10-2-2017)

### 18.13.060 Parking areas.

- A. Parking areas are to be landscaped at all perimeters.
- B. All parking areas shall provide interior landscaping for shade and visual relief.
- C. Parking lots shall include a minimum ratio of one tree per six parking spaces.



**Figure 18.13.060-1 Example of Parking Lot Planter Areas.**

In this example, there are three medium-sized trees ("A") for eighteen parking spaces, with ground cover ("B") and shrubs ("C").

- D. Planter strips (medians) and tree wells shall be used within parking areas and around the perimeter to accommodate trees, shrubs and groundcover.
- E. Planter areas for trees must provide a minimum of five hundred cubic feet of soil, and shall provide eight-foot by eight-foot minimum of clear planting space. For other vegetative buffer areas a minimum of a five foot clear width must be provided.
- F. Wheel stops should be used adjacent to tree wells and planter areas to protect landscaping from car overhangs.
- G. Curbed planting areas shall be provided at the end of each parking aisle to protect parked vehicles.
- H. No more than fifteen parking spaces shall be located in a row without a landscaped divider strip (See Figure 18.13.060-1).

(Ord. 2515 § 1 (Exh. A (part)), 2008; Ord. 2443 § 3 (Exh. A (part)), 2006; Ord. No. 18-014, § XIII, 9-4-2018 ; Ord. No. 19-012, § II(Exh. A), 11-4-2019 )

**18.13.070 Assurance device.**

In appropriate circumstances, the city may require a reasonable performance of maintenance assurance device, in a form acceptable to the finance department, to assure compliance with the provisions of this chapter and the approved landscaping plan.

(Ord. 2515 § 1 (Exh. A (part)), 2008: Ord. 2443 § 3 (Exh. A (part)), 2006)

**Chapter 18.19 DESIGN REVIEW<sup>4</sup>****18.19.010 Purpose.**

This chapter is intended to provide for orderly and quality development consistent with the design principles of the "Camas Design Review Manual: Gateways, Commercial, Mixed-Use and Multifamily Uses," hereafter referred to as the Design Review Manual (DRM) ~~and the "Downtown design manual,"~~ and the "North Shore design manual." The design review process is not intended to determine the appropriateness of a given use on a given parcel. The design review process is intended to produce a meaningful integration of building, landscaping and natural environment. This will protect the general health, safety, and welfare of the community by making efficient use of the land, which is consistent with the visual character and heritage of the community.

(Ord. 2518 § 1 (Exh. A (part)), 2008)

( Ord. No. 2691, § I(Exh. A), 1-21-2014 )

**18.19.020 Scope.**

Design review is required for all new developments within commercial, mixed-use, business park, or multifamily zones, redevelopment (including change in use, e.g., residential to commercial), or major rehabilitation (exterior changes requiring a building permit or other development permit). Commercial uses in the context of design review include both traditional uses listed as commercial under the zoning code as well as recreational, religious, cultural, educational, and governmental buildings and associated properties. Additionally, design review is applicable to all new developments or redevelopments within a gateway area as defined in the design review manual. Design review is also required for all development within the North Shore subarea, consistent with the North Shore design manual.

(Ord. 2518 § 1 (Exh. A (part)), 2008)

( Ord. No. 2691, § I(Exh. A), 1-21-2014 )

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<sup>4</sup>Prior ordinance history: Ords. 2443 and 2515.

### **18.19.025 Scope of the downtown design manual (DDM).**

The provisions of this manual shall be applied to public and private parcels located within the downtown commercial zone. The standards within the DDM supersede the general requirements of the DRM for parcels located within the downtown commercial zone.

(Ord. 2518 § 1 (Exh. A (part)), 2008)

### **18.19.030 Design review manual adopted.**

The city's design standards are primarily contained in the design review manual, which was adopted by the city.

(Ord. 2518 § 1 (Exh. A (part)), 2008)

### **18.19.035 Downtown design manual adopted.**

The city's design standards for the downtown commercial zone are contained in the manual, which is adopted by the city.

(Ord. 2518 § 1 (Exh. A (part)), 2008)

### **18.19.040 Design review committee.**

- A. The city council shall establish a seven-person design review committee (DRC) for the purposes of reviewing specific proposals, and recommending conditions and/or other actions necessary for consistency with the principles of the DRM. The DRC members serve at the pleasure of the city council. The DRC shall consist of six members appointed by the city council, including two from the development community, one council member, one planning commissioner, and two citizens at large. A seventh member shall be a neighborhood representative of the surrounding neighborhood to a specific proposal, or a United Camas Association of Neighborhoods member.
- B. The DRC will hold a public meeting to consider a design review application when:
  - 1. The city planner determines that the issues related to a specific proposal are complex enough to warrant a review by the DRC;
  - 2. The proposal varies from the guidelines of the DRM; or
  - 3. When an administrative decision on a design review application is appealed with no prior review by the DRC.
- C. The DRC shall not issue a decision, but shall prepare a written recommendation, together with findings to support the recommendation, to the approval authority within ten days of a public meeting held for that purpose (RCW 36.70.020(5)).

(Ord. 2518 § 1 (Exh. A (part)), 2008)

### **18.19.050 Design principles.**

The principles as provided in the DDM or DRM are mandatory and must be demonstrated to have been satisfied in overall intent in order for approval of a design review application to be granted. Standard principles



shall apply to all commercial, mixed use, or multifamily uses. Specific principles are used in addition to the standard principles for gateways and corridors, commercial, mixed uses, and multifamily (e.g. apartments, townhouses, duplexes).

A. Standard Principles.

1. Landscaping shall be done with a purpose. It shall be used as a tool to integrate the proposed development into the surrounding environment.
2. All attempts shall be made at minimizing the removal of significant natural features. Significant natural features shall be integrated into the overall site plan.
3. Buildings shall have a "finished" look. Any use of panelized materials shall be integrated into the development in a manner that achieves a seamless appearance.
4. A proposed development shall attempt to incorporate or enhance historic/heritage elements related to the specific site or surrounding area.

B. Specific Principles.

1. Gateways.

- a. Gateways shall be devoid of freestanding signs. Preexisting freestanding signs will be subject to removal at the time of any new development, redevelopment, or major rehabilitation on the site. Exemptions include approved directional or community information signage as approved by the city.
- b. Business signage not placed on buildings shall be integrated into the landscaping/streetscaping of the subject property.
- c. Permanent signage within a gateway shall be standardized in a manner that creates a consistent look within the gateway in question.
- d. The surface of pedestrian walkways within intersections shall be accentuated with a unique character.
- e. A consistent streetscape lighting scheme shall be used.

2. Commercial and Mixed Uses.

- a. On-site parking areas shall be placed to the interior of the development unless site development proves prohibitive. All on-site parking areas along adjacent roadways shall be screened with landscaping. Downtown commercial and mixed-use areas shall not be required to provide on-site parking.
- b. Buildings shall be used to define the streetscape unless site conditions prove prohibitive.
- c. Structures abutting, located in, or located near less intensive uses or zoned areas (such as commercial developments next to residential areas) shall be designed to mitigate size and scale differences.
- d. Developments containing a multiple of uses/activities shall integrate each use/activity in a manner that achieves a seamless appearance, or creates a cohesive development.
- e. Mixed-use developments that place uses throughout the site (horizontal development) shall organize elements in a manner that minimizes their impact on adjacent lower intensity uses.
- f. Walls shall be broken up to avoid a blank look and to provide a sense of scale.
- g. Outdoor lighting shall not be directed off-site.

### 3. Multifamily.

#### a. Stacked Housing.

- i. All on-site parking areas shall be screened with landscaping. Parking spaces shall be clustered in small groups of no more than six to ten spaces.
- ii. Stacked houses abutting or located in single-family residentially zoned areas shall be designed to mitigate size and scale differences.
- iii. Walls shall be articulated in order to avoid a blank look and to provide a sense of scale.
- iv. Detached garages shall be located to the rear of stacked unit(s) so as not to be directly viewable from a public street.
- v. Attached garages shall account for less than fifty percent of the front face of the structure. Garages visible from the street shall be articulated by architectural features, such as windows, to avoid a blank look.

#### b. Townhomes and Rowhouses.

- i. All on-site parking areas (excluding driveways and garages) shall be screened with landscaping.
- ii. Buildings shall be used to define the streetscape unless site conditions prove prohibitive.
- iii. When appropriate, structures abutting or located in single-family residentially zoned areas shall be designed to mitigate size and scale differences.
- iv. Walls shall be articulated in order to avoid a blank look and to provide a sense of scale.
- v. Detached garages shall be located to the rear of the townhouse or rowhouse unit(s) so as not to be directly viewable from a public street.
- vi. Attached garages shall account for less than fifty percent of the front face of the structure. Garages visible from the street shall be articulated by architectural features, such as windows, to avoid a blank look.

#### c. Duplex, Triplex and Four-Plex.

- i. Garages shall account for less than fifty percent of the front face of the structure. Garages visible from the street shall be articulated by architectural features, such as windows, to avoid a blank look.

### 4. North Shore Subarea.

All development within the North Shore subarea shall meet the minimum requirements determined in North Shore Design Manual.

- a. Use a stepped-transition in building height and mass to move from higher density to lower density and from more intense mix-of-uses to single uses to provide compatible scale and privacy between developments. Building height transitions shall be applied to new and vertically expanded buildings in the HD-NS, C-NS, MX-NS, and ME-NS zones within 20 feet (measured horizontally) of an existing single detached residential building 30 feet or less in height. The building height transition standard is met when the height of the taller building does not exceed 1 foot of height for every 1 foot separating the new building from the existing single detached residential structure.

- b. Vary lot sizes, front yard setbacks, and building product type for residential uses to avoid predictable suburban development patterns (also known as “cookie cutter” development) and better reflect the natural geography.
- c. Minimize the visibility of off-street surface parking where feasible by instead integrating structured and tuck-under parking in buildings or locating surface parking behind buildings.
- d. Provide public-facing facades and building entries—regardless of land use—that provide weather protection from wind, rain, sun, and the occasional snow.
- e. Include multiple entries and windows on ground floor commercial uses facilitate business access, create visual interest, and promote safety.
- f. Encourage an aesthetic that complements the surroundings (such as the Pacific Northwest style) through site design, exterior building materials, landscaping, and other features. Exterior building materials may include: concrete, wood, standing-seam sheet metal, glass, board-and-batten, wood siding, corrugated sheet metal, board-formed concrete, board-and-batten siding, commercial/industrial terra-cotta, stone siding, spaced wood sun screens, ply-formed concrete, horizontal wood siding, brick, sheet metal panels, standing-seam metal roofing, stucco, and/or heavy-timber.
- g. Use dark-sky friendly lighting for outdoor areas, such as full cutoff fixtures, or limiting light trespass from buildings into the street.
- h. Design the development to maximize potential for passive solar and solar-ready construction.

(Ord. 2518 § 1 (Exh. A (part)), 2008)

( Ord. No. 16-006 , § I, 5-2-2016)

### **18.19.060 Guidelines.**

- A. The guidelines include five major categories:
  - 1. Landscaping and screening;
  - 2. Architecture;
  - 3. Massing and setbacks;
  - 4. Historic and heritage preservation; and
  - 5. Circulation and connections.
- B. Each of the major guidelines include subcategories. Compliance with the guideline categories and subcategories demonstrate compliance with the principles. However, not every guideline may be deemed applicable, and therefore required, by the approval authority. Additionally, the approval authority may approve a variance from one or more guidelines, provided the overall intent of the principles is satisfied.

(Ord. 2518 § 1 (Exh. A (part)), 2008)

( Ord. No. 2691, § I(Exh. A), 1-21-2014 )

### **18.19.070 Application requirements.**

Application for design review shall be submitted on the most current forms provided by, and in a manner set forth by the community development director or designee. The application shall include such drawings, sketches, and narrative as to allow the approval authority review of the specific project on the merits of the city's design review manual and other applicable city codes. An application shall not be deemed complete unless all information requested is provided.

(Ord. 2518 § 1 (Exh. A (part)), 2008)

(Ord. No. 2612, § I(Exh. A), 2-7-2011)

### **18.19.090 Deviations to design review guidelines.**

A design review application that includes a deviation from any of the five major guidelines of the DRM shall be subject to review and recommendations from the design review committee. The DRC shall base its recommendation upon findings setting forth and showing that all of the following circumstances exist:

- A. Special conditions or circumstances exist which render a specific requirement of the DRM unreasonable, given the location and intended use of the proposed development;
- B. The special conditions and circumstances are characteristic of the proposed general use of the site, and not of a specific tenant;
- C. The specific conditions and circumstances are not representative of typical development which may be allowed within the zoning district;
- D. The requested deviation is based upon functional consideration rather than economic hardship, personal convenience or personal design preferences;
- E. Variation from a guideline(s) has sufficiently been compensated by other site amenities; and
- F. The requested deviation will not result in a project that is inconsistent with the intent and general scope of the DRM principles.

(Ord. 2518 § 1 (Exh. A (part)), 2008)

### **18.19.100 Enforcement.**

Failure to comply with the requirements of this chapter, or a decision resulting from this chapter are enforceable under Article VIII of CMC Chapter 18.55 Administration and Procedures.

(Ord. 2518 § 1 (Exh. A (part)), 2008)

(Ord. No. 2612, § I(Exh. A), 2-7-2011)

## **Chapter 18.24 MIXED USE<sup>5</sup>**

<sup>5</sup>Editor's note(s)—Ord. No. 2547, § I, adopted May 18, 2009, amended Ch. 18.24, in its entirety, to read as herein set out. See also the Code Comparative Table and Disposition List.

**18.24.010 Purpose.**

- A. To encourage new development and business opportunities;
- B. To foster the development of mixed use areas that are arranged, scaled, and designed to be compatible with surrounding land uses;
- C. To promote a compact growth pattern to efficiently use the remaining developable land and to help sustain neighborhood businesses; and
- D. To promote new construction of multi-story structures with commercial uses on the ground floor and residential uses on the upper stories.

(Ord. No. 2545, § III, 5-4-2009; Ord. No. 2547, § I(Exh. A), 5-18-2009)

**18.24.020 Applicability.**

- A. All new development within the Mixed Use (MX) zone shall submit a site plan review application in accordance with CMC Chapter 18.18 Site Plan Review of this title unless otherwise exempt per this title.
- B. All new developments and uses shall be required to submit a design review application in accordance with CMC Chapter 18.19 Design Review of this title prior to applying for a building permit.
- C. Landscaping requirements shall be the same as landscaping standards in community commercial zones.

(Ord. No. 2545, § III, 5-4-2009; Ord. No. 2547, § I(Exh. A), 5-18-2009)

(Ord. No. 2612, § I(Exh. A), 2-7-2011)

**18.24.030 Incentives.**

- A. Traffic Impact Fee (TIF) Reduction. A reduction of the TIF may be granted pursuant to § 18.22.100 CMC.
- B. Public Art. A five percent increase in lot coverage area may be granted upon design review committee approval for providing public art within proposed project.
- C. Sustainability. Up to a ten percent reduction in building and/or engineering review fees may be authorized at the discretion of the director in proportion to a proposed low-impact development method.

(Ord. No. 2545, § III, 5-4-2009; Ord. No. 2547, § I(Exh. A), 5-18-2009)

**18.24.040 Exemptions.**

Newly created lots, via short plats or subdivisions or combined lots, that are adjacent to existing single-family lots shall not be required to bevel to existing platted lots (Refer to §18.09.080-B).

(Ord. No. 2545, § III, 5-4-2009; Ord. No. 2547, § I(Exh. A), 5-18-2009)



DRAFT

# Comprehensive Plan Camas, Washington

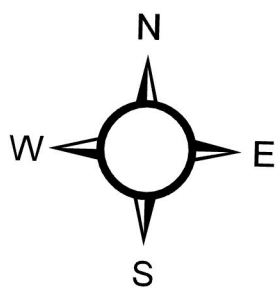
Adopted by Ordinance 23-###  
June 2023

Legend

- Comprehensive Plan

  - Single-Family-Low
  - NS-Single-family Low
  - Single-Family-Medium
  - Single-Family-High
  - Multi-Family-Low
  - Multi-Family-High
  - NS-Multifamily High
  - Commercial
- NS-Commercial
  - Industrial
  - NS-Industrial
  - Public Facility
  - Park
  - Open Space/Green Space
  - Open Space/Parks
  - Water
- City Limits
  - Urban Growth Area

0 0.25 0.5 Miles



Note: Features shown on this map were collected from multiple sources and are presented as-is. The City of Camas does not guarantee accuracy or completeness and assumes no liability for errors, omissions, or inaccuracies in the information.

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**DRAFT**

# Zoning Camas, Washington

Adopted by Ordinance 23-###  
June 2023

**Legend**

**Zoning**

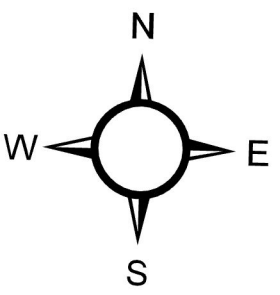
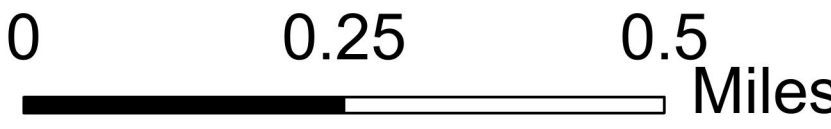
- Residential-6,000 (R-6)
- Residential-7,500 (R-7.5)
- Residential-10,000 (R-10)
- Residential-12,000 (R-12)
- Residential-15,000 (R-15)
- North Shore Lower Density Residential (LD-NS)
- Multifamily Residential-10 (MF-10)
- Multifamily Residential-18 (MF-18)
- North Shore Higher Density Residential (HD-NS)
- Downtown Commercial (DC)
- Neighborhood Commercial (NC)
- Community Commercial (CC)
- North Shore Commercial (C-NS)
- Regional Commercial (RC)

- Mixed Use (MX)
- North Shore Mixed Use (MX-NS)
- North Shore Mixed Employment (ME-NS)
- Business Park (BP)
- Light Industrial (LI)
- Light Industrial/Business Park (LI/BP)
- Heavy Industrial (HI)
- Neighborhood Park (NP)
- Open space/Green space (OS)
- North Shore Park/Open Space (POS-NS)
- Special Use (SU)
- Water

**Zoning Overlay**

- Airport Overlay - Zone A
- Airport Overlay - Zone B
- Airport Overlay - Zone C
- Gateway Corridor
- Urban Holding - 20 (UH-20)
- Urban Holding - 10 (UH-10)

- City Limits
- Urban Growth Area
- Entry Signage
- Primary Gateways
- Secondary Gateways

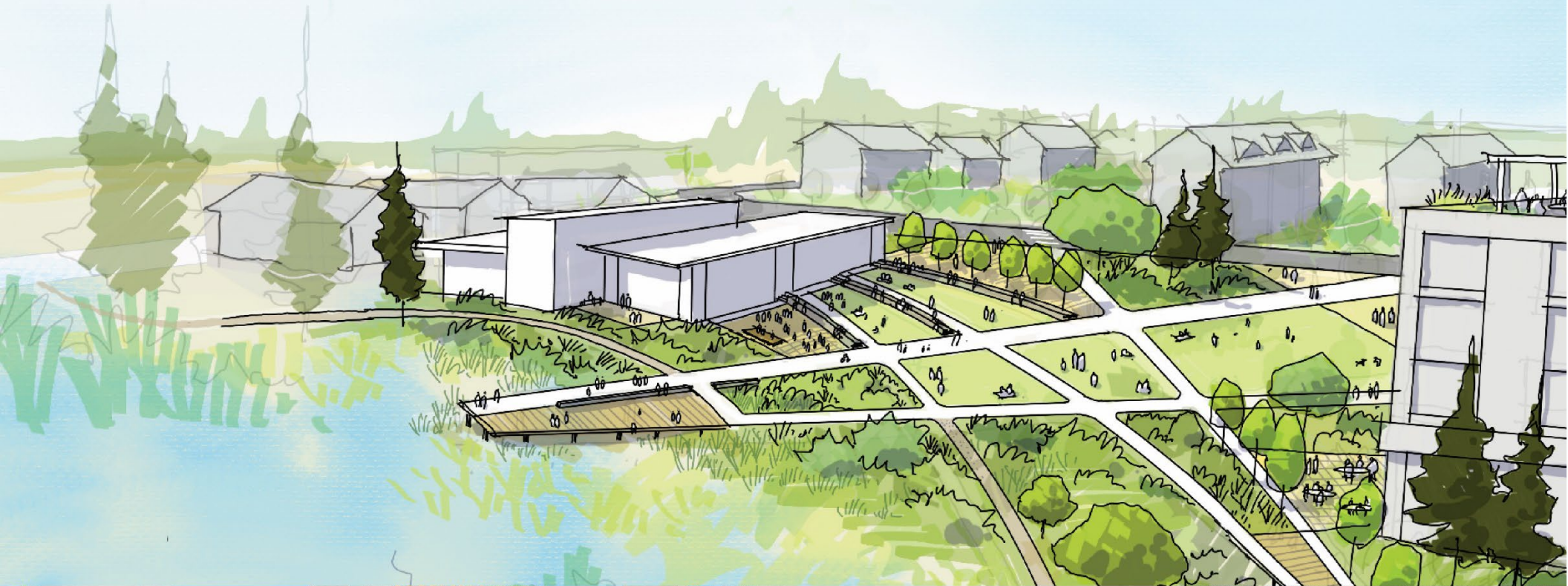


Note: Features shown on this map were collected from multiple sources and are presented as-is. The City of Camas does not guarantee accuracy or completeness and assumes no liability for errors, omissions, or inaccuracies in the information.

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## Section 1. How to Use this Document

### 1.1 Purpose

The North Shore subarea consists of approximately 990 acres of land north of Lacamas Lake in Camas (**see Figure 1**). During the planning process for the subarea plan, the community expressed a desire for the North Shore to become a unique and special part of Camas that is complementary to the surrounding natural environment.

The North Shore Design Manual builds on the vision statement and design guidelines identified in the adopted subarea plan. The design guidelines have been refined where needed to provide additional details and to provide clear and objective standards for property owners and developers. These guidelines supplement the requirements included in the Camas Municipal Code (CMC) and are not intended to replace any requirements included in the code.

This document is intended to encourage high-quality design that creates a sense of place in the North Shore consistent with the community's vision. This document uses the words "should" and "encourage" to identify recommended guidelines, while the word "shall" indicates required principles for development.



Figure 1 North Shore Subarea Boundary

### North Shore Vision

The North Shore is a unique and beautiful place that is valued by the Camas community. Historically, the area has included agricultural uses and single-family residences on large, rural acreages. As the area is redeveloped, consistent with the adopted North Shore Subarea Plan, it is important to balance development with the protection of the area's environmental resources and rural character.

After extensive community outreach, in September 2020, the City Council adopted the following [vision statement](#) for the North Shore.

- 1. Preserve the North Shore's natural beauty and environmental health.
- 2. Plan a network of green spaces and recreational opportunities.
- 3. Cluster uses for a walkable community.
- 4. Provide a variety of housing options.
- 5. Locate industrial parks and commercial centers to the north.
- 6. Favor local-serving businesses.
- 7. Plan for needed schools and infrastructure.
- 8. Strive to maintain Camas' small town feel.

Development Character – Pacific Northwest Style and Sustainability

Through the subarea planning process, the community provided input on the development character and architectural styles that would be consistent with the North Shore Vision. A Pacific Northwest building style was identified as the most appropriate style for future development in the North Shore. That style includes materials that are native to the Pacific Northwest and/or architectural features that are traditionally seen in historic buildings throughout the Pacific Northwest.

- Extended overhangs
- Exterior materials include a mix of, stone, concrete, wood siding, and/or stucco
- Buildings should avoid metal and stucco siding as the primary public-facing exterior
- Low-slope roof forms
- Balanced horizontal and vertical lines
- Neutral color palette complementing the natural environment

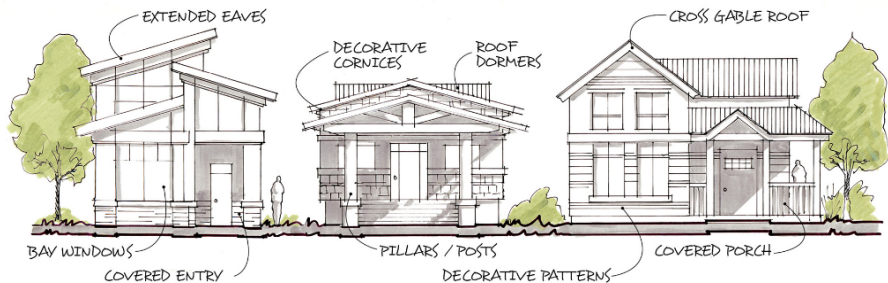


Figure 2 Elements of the Pacific Northwest Style

Many of the vision statement elements and public comments received during the subarea planning process highlighted the desire to protect the natural beauty of the North Shore and to incorporate forward-thinking sustainable practices in new construction. Sustainability guidelines and principles are identified in Section 4.

1.2 The Design Approval Process

All new development and redevelopment in the subarea are subject to the City’s design review process prior to building permit issuance (see Figure 3). This manual is intended to supplement the development standards in the CMC and all development must be compliant with the CMC. If the requirements of this manual conflict with other regulations, the Director shall interpret which document applies. Project proponents should contact the City of Camas for all required approval processes.

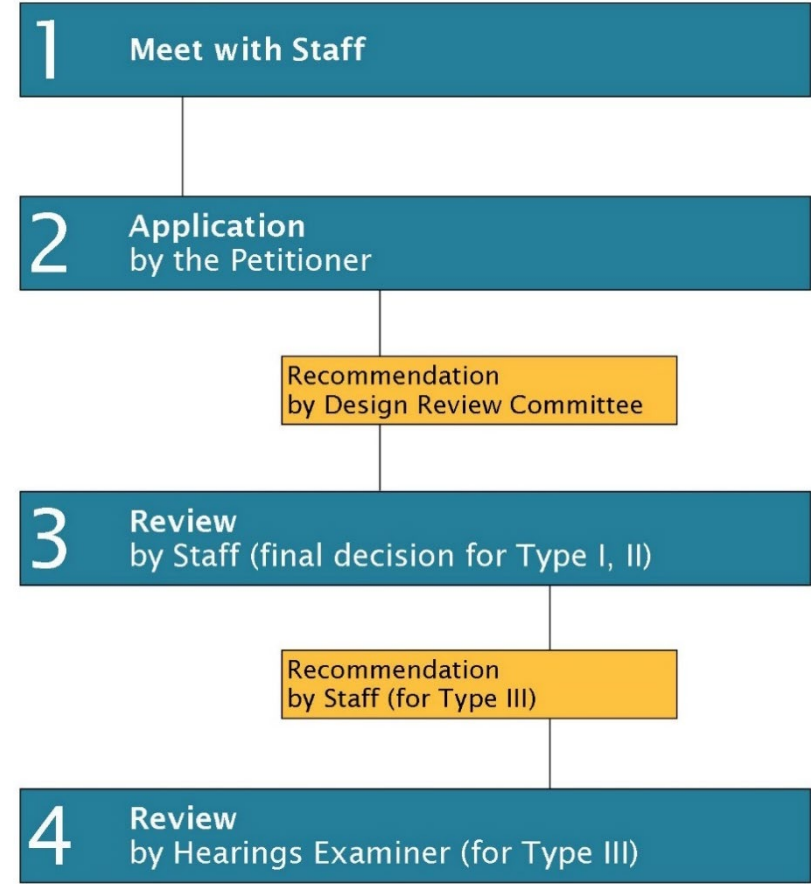


Figure 3 North Shore Design Review Process



1.3 Land Use District Map

Figure 4 identifies the six land use districts established by the North Shore subarea plan. Please review the Camas Zoning Map to confirm the zoning designation of a property, as zoning changes may occur over time.

North Shore  
Land Use  
Districts

- Mixed Employment (ME-NS)**

Uses include a wide variety of employment uses, including retail, office space, warehouse, and manufacturing.
- North Shore Mixed Use (MX-NS)**

Uses include a wide range of commercial and residential uses, including book stores, bakeries, cafes, live-work units, florists, and medical offices.
- North Shore Commercial (C-NS)**

Uses include a wide range of commercial uses, including banks, restaurants, fitness centers, and neighborhood grocery stores.
- Higher Density Residential (HD-NS)**

Uses include apartments and other multi-unit residential buildings, including rowhouses and cottage-style housing developments.
- Lower Density Residential (LD-NS)**

Uses include detached and attached single-family residential development, including rowhouses and cottage-style housing developments.
- Park / Open Space (NS-P/OS)**

Parks and open space uses could include public plazas, pocket parks, and public gathering spaces within streetscapes.



Figure 4 Land Use Districts

\*Additional uses are described in Chapter 18.07 of the City of Camas Zoning Code.



## Section 2. Land Use and Development Standards

### 2.1 North Shore Lower Density Residential (LD-NS)

#### Intent and Character

The North Shore – Lower Density (LD-NS) district is intended for low density residential developments, including the following types of housing.

- Detached single-family homes
- Duplexes
- Cottage cluster developments
- Accessory dwelling units (ADUs)

A complete list of uses allowed in the LD-NS district can be found in CMC 18.07.040. Developments in this zone should support transitions from existing uses to more dense zones.

#### Design Standards and Guidelines

The following sections describe the standards and guidelines that should be followed for all new development and redevelopment in the LD-NS district.



Lower Density Residential Area (Source: © alenamozhjer / Adobe Stock)



Figure 5 Cottage Cluster Development

### Dimensional Standards

The tables below identify the dimensional standards applicable to the LD-NS district. All standards should be confirmed in CMC 18.09. Parking requirements are determined by CMC 18.11

*Table 1. Dimensions and Standards for Standard Lots in LD-NS*

Item	Standard
Density range (min-max dwelling units/acre)	4-5.8
Average lot area (square feet)	7,500
Minimum lot size (square feet)	5,400
Maximum lot size (square feet)	12,000
Minimum lot width	40
Minimum lot depth	90
Average building lot coverage	45%
Average lot area (square feet)	7,500
Maximum building height (feet)	35
<b>Setbacks, Street loaded (feet):</b>	
Front yard	10-25
Side yard	5 / 10 if flanking a street and corner lot rear yard
Rear yard	10-20
<b>Setbacks, Alley loaded (feet):</b>	
Front yard	10
Side yard	5
Rear yard	10-20
Maximum building height (feet)	35

*Table 2. Dimensions and Standards for Cottage Cluster Developments*  
*Cottage-style dwellings are permitted in the LD-NS, HD-NS, and MX-NS districts.*

Item	Standard
Developable acreage	Up to 25% of project site
Minimum lot size (square feet)	2,400
Minimum lot width	30
Minimum lot depth	50
Average building lot coverage	Minimum of 200 sf of useable yard adjacent to each dwelling unit
Maximum building height (feet)	25
<b>Setbacks (feet):</b>	
Front yard/at garage front	0/20
Side yard	0 / 10 if abutting LD-NS or other R-zone
Side yard, flanking street	10
Rear yard	0 / 10 if abutting LD-NS or other R-zone



## Site Development Guidelines

The following guidelines apply to all development in the LD-NS district.

- Lot sizes should be varied to avoid “cookie cutter” and predictable suburban development patterns, and to better reflect the natural geography.
- Porches should be located on the street-facing façade and can be linear or wrapping.
- Attached garages are encouraged over detached garages. If detached, the garage should be located behind the primary structure.
- ADUs are encouraged to support housing variety. ADUs should be designed to complement the primary residence.
- The form and layout of buildings should be oriented to retain or integrate with the existing topography, natural habitat, and respond to climatic or solar conditions.
- Developments should integrate appropriate sustainable design features, such as passive building design, green roofs, permeable surfaces, stormwater management, and naturescaping (see Section 4).



*Attached garage with matching trim and windows (Source: © bmak / Adobe Stock)*



*ADU in the Pacific Northwest style (Source: © Joshua / Adobe Stock)*

## Site Development Principles

The following principles apply to all development in the LD-NS district.

- Residential development shall provide roof variation and detail through the use of dormers and other design elements of the Pacific Northwest style as described in Section 2.
- A pedestrian pathway shall be provided from the main entrance of the dwelling to the sidewalk.
- All garages shall include similar architectural features as the primary structure (e.g., windows, siding) to blend in with the residence.
- Fences shall not block views to or from the street.



*Porch and dormer windows*

*(Source: © bmak / Adobe Stock)*

*(Source: © Mark Herreid / Adobe Stock)*

## 2.2 North Shore Higher Density Residential (HD-NS)

### Intent and Character

The North Shore – Higher Density (HD-NS) district is intended for high density residential developments. Developments in this zone should provide for a variety of housing options with a minimum density of 10 dwellings per acre. Housing types permitted in this district include multifamily buildings, rowhouses, triplexes and fourplexes, and cottage clusters.

### Design Standards and Guidelines

The following sections describe the standards and guidelines that should be followed for all new development and redevelopment in the HD-NS district.



Figure 6 Rowhouse Development



Figure 7 Multifamily Building Development

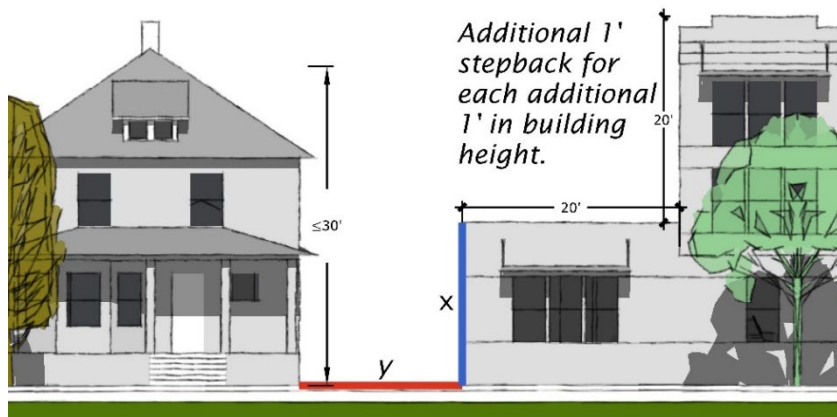


## Dimensional Standards

The tables below identify the dimensional standards applicable to the HD-NS district. All standards should be confirmed in CMC 18.09. Parking requirements are determined by CMC 18.11

**Table 3. Dimensions and Standards for Standard Lots in HD-NS**

Item	Standard
Density range (min-max dwelling units/acre)	10 - 18
Minimum lot size (square feet)	1,800
Maximum gross floor area	No maximum
Minimum lot width	20
Minimum lot depth	60
Average building lot coverage	65%
Maximum building height (feet)	50
<b>Setbacks (feet):</b>	
Front yard/at garage front	10/20
Side yard	3
Side yard, flanking street	15
Rear yard	10



If  $y \leq 20'$ ,  $x$  must be  $\leq y$ .

**Figure 8 Stepped Transition Diagram**

**Table 4. Dimensions and Standards for Cottage Style Dwellings**

*Cottage style dwellings are permitted in the LD-NS, HD-NS, and MX-NS districts)*

Item	Standard
Developable acreage	Up to 25% of project site
Minimum lot size (square feet)	2,400
Minimum lot width	30
Minimum lot depth	50
Average building lot coverage	Minimum of 200 sf of useable yard adjacent to each dwelling unit.
Maximum building height (feet)	25
<b>Setbacks</b>	
Front yard/at garage front	0/20
Side yard	0 / 10 if abutting LD-NS or other R-zone
Side yard, flanking street	10
Rear yard	0 / 10 if abutting LD-NS or other R-zone

As shown on Figure 8, a stepped-transition in building height and mass shall be used to move from higher density to lower density and from a more intense mix-of-uses to single uses to provide compatible scale and privacy between developments (see CMC 18.19.050).



### Site Development Guidelines

The following guidelines apply to all development in the HD-NS district.

- Residential units should be organized around common green spaces that incorporate stormwater draining, seating areas, play spaces, and internal pathways.
- The visibility of off-street surface parking should be minimized by integrating structured and tuck-under parking in buildings or locating surface parking behind buildings.
- Stoops and porches are encouraged for ground-level units. Porches are also encouraged for upper units to provide visual interest.
- Publicly dedicated parks and green or open-space within the HD-NS district should follow the design guidelines described in Section 2.6.

### Site Development Principles

The following principles apply to all development in the HD-NS district.

- All off-street surface parking areas shall be screened with landscaping. See CMC 18.13.060 for specific requirements for parking lot landscaping.
- Principal pedestrian entries shall be located along a public street or public common space.
- A stepped-transition shall be used in building height and mass to move from higher density to lower density.
- Weather protection shall be provided along public-facing facades and building entries.
- Dark-sky friendly lighting shall be used for outdoor areas.
- Appropriate sustainable design features shall be integrated where feasible, such as passive building design, green roofs, permeable surfaces, stormwater management, and naturescaping (see Section 4).



*Apartments oriented around a common space (Source: © Kit Leong / Adobe Stock)*



*Stoops, porches, and balconies provide visual interest (Source: © Elenathewise / Adobe Stock)*



*Permeable surfaces should be used in the overall stormwater management plan for developments (Source: © Michal / Adobe Stock)*

## 2.3 North Shore Commercial (C-NS)

### Intent and Character

The North Shore Commercial (C-NS) district is intended to allow for a range of commercial activities providing goods and services in the subarea. Public-facing commercial buildings should add to the pedestrian-level environment by including ground-level windows and entrances.

### Design Standards and Guidelines

The following sections describe the standards and guidelines that should be followed for all new development and redevelopment in the C-NS district.

### Dimensional Standards

The tables below identify the dimensional standards applicable to the C-NS district. All standards should be confirmed in CMC 18.09. Parking requirements are determined by CMC 18.11

**Table 5. Dimensions and Standards in C-NS**

Item	Standard
Minimum lot size (square feet)	None
Minimum lot width	None
Minimum lot depth	None
Maximum building lot coverage	None
Maximum building height (feet)	100
Minimum usable open space <sup>1</sup>	5% of net acreage
<b>Setbacks (feet):</b>	
Front yard	15
Side yard	None
Rear yard	None

1. "Usable Open Space" means areas planned and improved to provide opportunities for active recreation, passive relaxation, or community interaction, and that are accessible to the public or to residents, employees, or customers in common. Examples include plazas, courtyards, private parks, sport fields and courts, and viewpoints overlooking natural resource areas. Usable Open Space does not include public parks unless the parks were approved as Usable Open Space and conveyed to the City (CMC 18.03).



**Commercial Street in Boulder, CO (Source: © Jen Lobo / Adobe Stock)**



### Site Development Guidelines

The following guidelines apply to all new development and redevelopment in the C-NS district.

- Encourage small, local businesses, such as restaurants, cafes, and grocers that serve North Shore residents and businesses, while complementing downtown Camas.
- Buildings should be oriented to enhance the natural topography.
- All new developments should provide multimodal connections throughout the development, as well as to adjacent developments.
- The visibility of off-street surface parking should be minimized by locating parking in buildings or locating surface parking behind buildings.
- Public plazas are encouraged in the C-NS district and should incorporate similar design features to the established central plaza to add to the sense of place. See Section 2.4, MX-NS district for a description of the design features recommended for the central plaza.
- Sustainable design features are encouraged, such as passive building design, green roofs, permeable surfaces, stormwater management, and naturescaping (see Section 4).

### Site Development Principles

The following principles apply to all development in the C-NS district.

- Commercial buildings shall include multiple points of entry and ground-floor windows to facilities access, visual interests, and promote safety.
- Public-facing facades shall provide weather protection through deep overhangs, which are allowed within the front yard setback.
- Developments shall avoid large blank wall surfaces.
- Outdoor storage, loading, and equipment areas shall be located and designed to blend in with the surroundings.
- Setbacks and landscaping shall include multimodal amenities where possible, such as bike racks and benches.
- Parking areas available to the general public shall be clearly identified and connected to the building entry and/or sidewalk with a pedestrian path.



*Parking lots are located behind commercial buildings along the Hood River waterfront (Source: 403 Portway Ave, Hood River, OR; digital image, "Street View," GoogleMaps (45°42'52.92" N 121°30'50.66" W: accessed 5/8/2023).*



*Weather protection and landscaped bollards support a pedestrian friendly streetscape (Source: @ SeanVavonePhoto / Adobe Stock)*



*Seating, landscaping, and public art add visual interest (Source: @ Schrodington, LLC / Adobe Stock)*

## 2.4 North Shore Mixed Use (MX-NS)

### Intent and Character

The North Shore Mixed Use (MX-NS) district is intended to provide for a wide range of commercial and residential uses. Compact development is encouraged to support transit and pedestrian travel. Developments in this zone should create spaces for community gathering, waiting, discussion, and outdoor commercial activities. Cottage-style and rowhouse developments are allowed residential uses within the MX-NS zone and are to follow the design standards and guidelines described in Sections 2.1 and 2.2.

### Design Standards and Guidelines

The following sections describe the standards and guidelines that should be followed for all new development and redevelopment in the MX-NS district.



The general location of the Central Plaza is shown above.

### Dimensional Standards

The tables below identify the dimensional standards applicable to the MX-NS district. All standards should be confirmed in CMC 18.09. Parking requirements are determined by CMC 18.11

Table 6. Dimensions and Standards in MX-NS

Item	Standard
Density range (min-max dwelling units/acre)	24
Minimum lot size (square feet)	1,800
Maximum gross floor area	None
Minimum lot width	None
Minimum lot depth	None
Average building lot coverage	65%
Maximum building height (feet) <sup>1</sup>	100
Minimum Useable Open Space	100 sf / dwelling unit
<b>Setbacks (feet):</b>	
Front yard (maximum setback at front building line)	10
Side yard	10
Rear yard/alley-loaded	10/20

1. Bird-friendly windows and window treatments are encouraged, in particular, next to open spaces and wildlife habitat.



## Site Development Guidelines

The following guidelines apply to all new development in the MX-NS district.

- Shared parking is encouraged between adjacent or vertically mixed uses.
- All new developments should provide multimodal connections throughout the development, as well as to adjacent developments.
- Parking areas available to the general public should be clearly identified.
- Sustainable design features are encouraged, such as passive building design, green roofs, permeable surfaces, stormwater management, and naturescaping (see Section 4).

## Site Development Principles

The following principles apply to all new development in the MX-NS district.

- Landscaped setbacks and entry-points shall incorporate aspects from landscaping of nearby residential developments.
- For ground-floor residential spaces in this zone, landscaping shall provide adequate privacy from the public view.
- Wayfinding and interpretative signage shall be provided to direct people to historic, cultural, and natural resources throughout the area.
- Ground-floor commercial space shall include pedestrian amenities fronting the right-of-way. This may include adequate down-facing lighting, public seating or resting facilities, bicycle racks, small-scale landscaping consistent with the natural environment, and signage consistent with this design manual.
- Mixed-use developments that front the central plaza shall include ground-floor retail/commercial space to encourage pedestrian-level activity.

## Central Plaza

A public central plaza shall be developed within the MX-NS zone to serve as a gateway from the recreational areas of the Legacy Lands to the commercial core of the subarea. The location of the central plaza will be determined in coordination with the City. The following standards and guidelines apply to the central plaza.

- The central plaza shall be a minimum of 1 acre and open to the general public.

- If the central plaza is bisected by a street, provisions shall be made for turning the street into a “festival street,” which allows for closing the street to vehicular traffic to facilitate events.
- The central plaza should allow for a variety of activities, including passive recreation and leisure, public art features and outdoor events.
- The central plaza shall be landscaped consistent with the landscaping requirements included in Section 4.
- Signage shall be used throughout the central plaza to direct people to the established pedestrian crossings to the Legacy Lands and recreational opportunities. Signage design shall be consistent with the guidelines included in Section 3.1.



*The Northwest Crossing mixed use development in Bend, OR (Source: 2021, Grove NWX-Birdseye View, hackerarchitects.com)*



*Figure 9 Conceptual festival street in the North Shore*



## 2.5 North Shore Mixed Employment (ME-NS)

### Intent and Character

The North Shore Mixed Use (ME-NS) district is intended to provide for a wide range of employment uses, including:

- Retail
- Office space
- Warehouses
- Manufacturing
- Other employment uses

See CMC 18.07.030 for a complete list of allowed uses in the ME-NS zone.

### Design Standards and Guidelines

The following sections describe the standards and guidelines that should be followed for all new development and redevelopment in the ME-NS district.



### Dimensional Standards

The tables below identify the dimensional standards applicable to the ME-NS district. All standards should be confirmed in CMC 18.09. Parking requirements are determined by CMC 18.11

**Table 7. Dimensions and Standards in ME-NS**

Item	Standard
Minimum lot size (square feet)	None
Minimum lot width	None
Minimum lot depth	None
Average building lot coverage	None
Maximum building height (feet) <sup>1</sup>	100
Minimum Useable Open Space <sup>2</sup>	5% of net acreage
Front yard	None
Side yard	None
Rear yard	None

1. Bird-friendly windows and window treatments are encouraged, in particular, next to open spaces and wildlife habitat.

2. "Usable Open Space" means areas planned and improved to provide opportunities for active recreation, passive relaxation, or community interaction, and that are accessible to the public or to residents, employees, or customers in common. Examples include plazas, courtyards, private parks, sport fields and courts, and viewpoints overlooking natural resource areas. Usable Open Space does not include public parks unless the parks were approved as Usable Open Space and conveyed to the City (CMC 18.03).

### Site Development Guidelines

The following guidelines apply to all new development and redevelopment in the ME-NS district.

- Building elevations facing the public right-of-way should have the appearance of distinct design quality that reflects the Pacific Northwest style, as described in Section 1.1.
- Buildings should be oriented to enhance the natural topography.
- Green roof technologies are encouraged to collect, store, and discharge stormwater from building roofs by use of sloping roofs, gutters, downspouts, and cisterns.
- Integrate appropriate sustainable design features where feasible, such as passive building design, green roofs, permeable surfaces, stormwater management, and naturescaping (see Section 4).

### Site Development Principles

The following principles apply to all development and redevelopment in the ME-NS district.

- Building facades shall incorporate ground-floor windows and entries where possible to establish visual breaks.
- Primary building entryways shall be visible to and accessible from the public right-of-way.
- Buildings shall locate and screen rooftop mechanical systems away from view of the public right-of-way.
- For warehouses, office spaces shall be located towards the front of the building closest to the public right-of-way.
- The visibility of off-street surface parking shall be minimized by locating parking in buildings or locating surface parking behind buildings.
- Developments shall avoid large blank wall surfaces that face public rights-of-way.
- Outdoor storage, loading, and equipment areas shall be located and designed to blend in with the surroundings.



*At the LEED Silver Halyard Building in Hood River, OR, rooftop equipment is screened from the street, parking is located behind the building, and a stormwater cistern collects runoff. (Source: Halyard Building 2, robcon.com)*



*The LEED Silver In-situ Building in Bingen, OR, reflects the Pacific Northwest style, including wood siding and drought tolerant landscaping. (Source: lewisbuilds.com/projects/insitu)*



## 2.6 Parks and Open Space

### Intent and Character

A key feature of the North Shore is the Legacy Lands, which are over 240 acres of protected open space along the north shore of Lacamas Lake.

The intent of the subarea is to locate trails and open spaces throughout the area, as well as on the edge of the subarea to create buffers for wildlife and to provide recreation opportunities. Design guidelines for parks and open space should be applied to all developments that incorporate parks and open space uses, regardless of the zone of the development. Parks and open space uses could include public plazas, pocket parks, sustainable stormwater management, HOA/private parks with future development agreements, public easements, and streetscapes, including public gathering spaces.

### Site Design Principles

The following principles apply to parks and open space.

- Private developments with future development agreements shall collaborate with the Parks and Recreation Department to ensure the design is consistent with Parks and Recreation standards. Any City-owned parks or developments involving parks/open space land dedications must comply with the City's parks and open space standards included in the [Camas Parks, Recreation, and Open Space Plan](#).
- Native soils, existing tree canopy, and topography shall be preserved to the greatest extent possible where feasible as determined by project engineers.
- Parks and open space shall incorporate landscaping consistent with Section 4 to reflect the natural character of the subarea.
- All public and regional trails throughout the subarea shall be constructed according to City specifications and refer to the design standards for trails in Appendix G of the [Camas Parks, Recreation, and Open Space Plan](#).
- Path or bollard lighting shall be used along trails as appropriate and shall have low visual impacts to minimize interference with the natural environment while still providing safe use.



*Tanner Springs Park in Portland, OR, highlights stormwater and wetland features to evoke the site's history (Source: © ansyvan / Adobe Stock)*



*Compass Park in Bend, OR includes native landscaping and large shelters for group gatherings (Source: Compass Park, bendparksandrec.org)*

## Section 3. Streetscapes and Rights-of-Way

Streetscapes refer to the elements within the public realm, typically within a right-of-way. Elements of the streetscape, such as streetlights, landscaping, benches, litter bins, etc., help set the tone of the public space. These guidelines are intended to provide a consistent theme and identity for streetscapes that reflect the natural surroundings and a small-town feel.

### 3.1 Design Guidelines

#### Street Lighting

Land use districts within the North Shore should employ lighting to set the tone for each distinct area. Not every district will use the same lighting type, but lighting elements in each district should match the general style and theme of the North Shore.

The following guidelines reflect the desired traditional “main street” lamppost form (e.g., four-sided, tapered profile) but with modern dark-sky features, including hooded luminaires directed downward to minimize shedding and light pollution.

- Lighting in the curb zone should be at the pedestrian scale, with place-identifying banners.
- Path and bollard lighting should use a traditional form and blend with natural surroundings.
- Streetlights should use a traditional form and include dark-sky features (downlighting and shielding)

#### Street Furniture

- Seating should be provided in public spaces (within mixed-use, commercial, and open spaces) to create passive recreation opportunities to pause or spend time.
- Planters should be used to provide transition from streetscapes to public plazas and establish a sense of place.
- To promote alternative transportation, proposed bicycle lanes, shared use paths, and trails should be supplemented with access to bicycle parking to allow for safe and easy transition from transit to interaction with commercial activities.

- Bike facilities shall be visually appealing and enhance the streetscape.
- Bike infrastructure, such as covered bike-parking, repair stations, and docked bike share, is encouraged near hubs in open space and commercial and mixed use areas.

#### Signage

- Consistent signage shall be used within the North Shore to establish a sense of place, signaling to visitors they are in a distinct, unique location.
- Materials should reflect and highlight the natural surroundings and promote a traditional “main street” composition.
- Non-street signs should be constructed of natural materials, such as wood and metal, to reflect the natural surroundings.
- Wayfinding and interpretive signage should be provided that directs people to historic, cultural, and natural resources throughout the area.
- Commercial blade or wall signs should be used to provide place identification at a pedestrian scale within the streetscape.

#### Street Landscaping

- Landscaped areas in streetscapes should be designed to reflect the natural character and ecology of the Pacific Northwest and use drought-tolerant native species that increase biodiversity. See Section 4 for additional details related to landscaping.

#### Tree Grates

- Custom tree and storm grates should be used to establish place identity and connect with natural surroundings.



*Landscaped planters interspersed with benches along a public walkway (source: LandscapeForms)*





*Unique and consistent bike racks (source: LandscapeForms)*



*Street and path lighting elements that have a consistent traditional form and dark-sky features (source: LandscapeForms)*



*Custom tree grates and bike racks provide a unique identity (Source: Iron Age Designs)*



*Signage sets the tone for a "main street" feel (Source: Custom Logo Signs)*

## 3.2 Rights-of-Way

Rights-of-way refer to the components and dimensions of public streets, such as sidewalks, curb zones, bicycle facilities, and drive lanes. Each right-of-way standard in this manual is set as a minimum required standard, where creativity and expansion beyond the standard is encouraged to establish North Shore as a unique setting within Camas. Components, such as bulb-outs and midblock crossings, shall be incorporated to promote safe pedestrian activity, designed according to Camas Engineering Design Standards Manual. Street trees are to follow the Landscape Standards of the Camas Engineering Design Standards Manual and Section 3.3, *Street Trees* below.

## Local Streets

Local streets are designated for residential areas with a speed limit of 25 miles per hour. The figure below identifies some of the key elements of local street rights-of way. Street dimensions are represented as minimum requirements and will be subject to review by the City engineer.

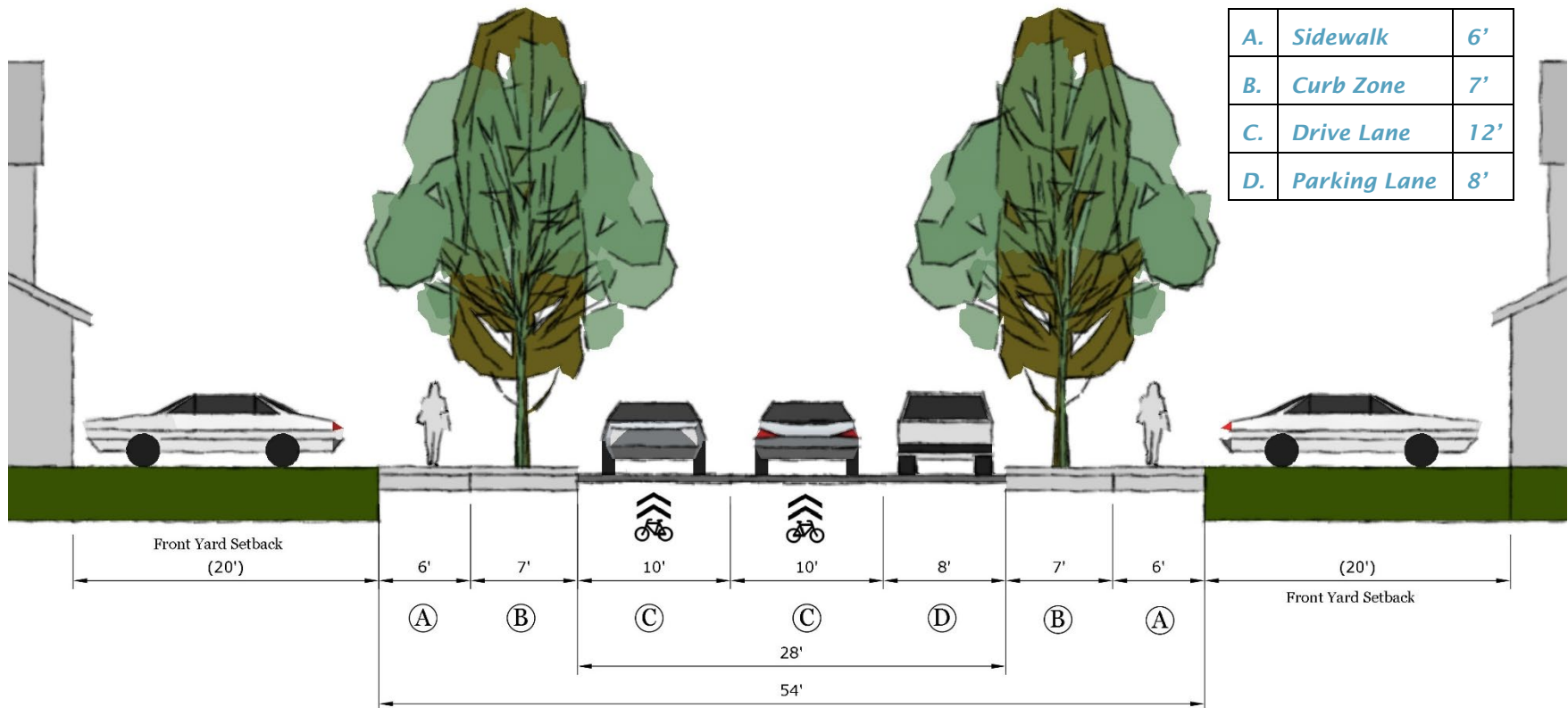


Figure 10 Local Street Right-of-Way (54' ROW min.)

## Collector Streets

Collectors are the main connectors between local streets and arterials. The figure below identifies some of the key elements of collector street rights-of-way. Street dimensions are represented as minimum requirements and will be subject to review by the City engineer. Cross section details are subject to change, including the need for on-street parking in commercial nodes. Right-of-way elements should be modified to allow median turn lanes at intersections.

A.	Sidewalk	6'
B.	Curb Zone	6'
C.	Bike Lane	5'

D.	Buffer Striping	2'
E.	Drive Lane	10'
F.	Center Curb Zone	2'

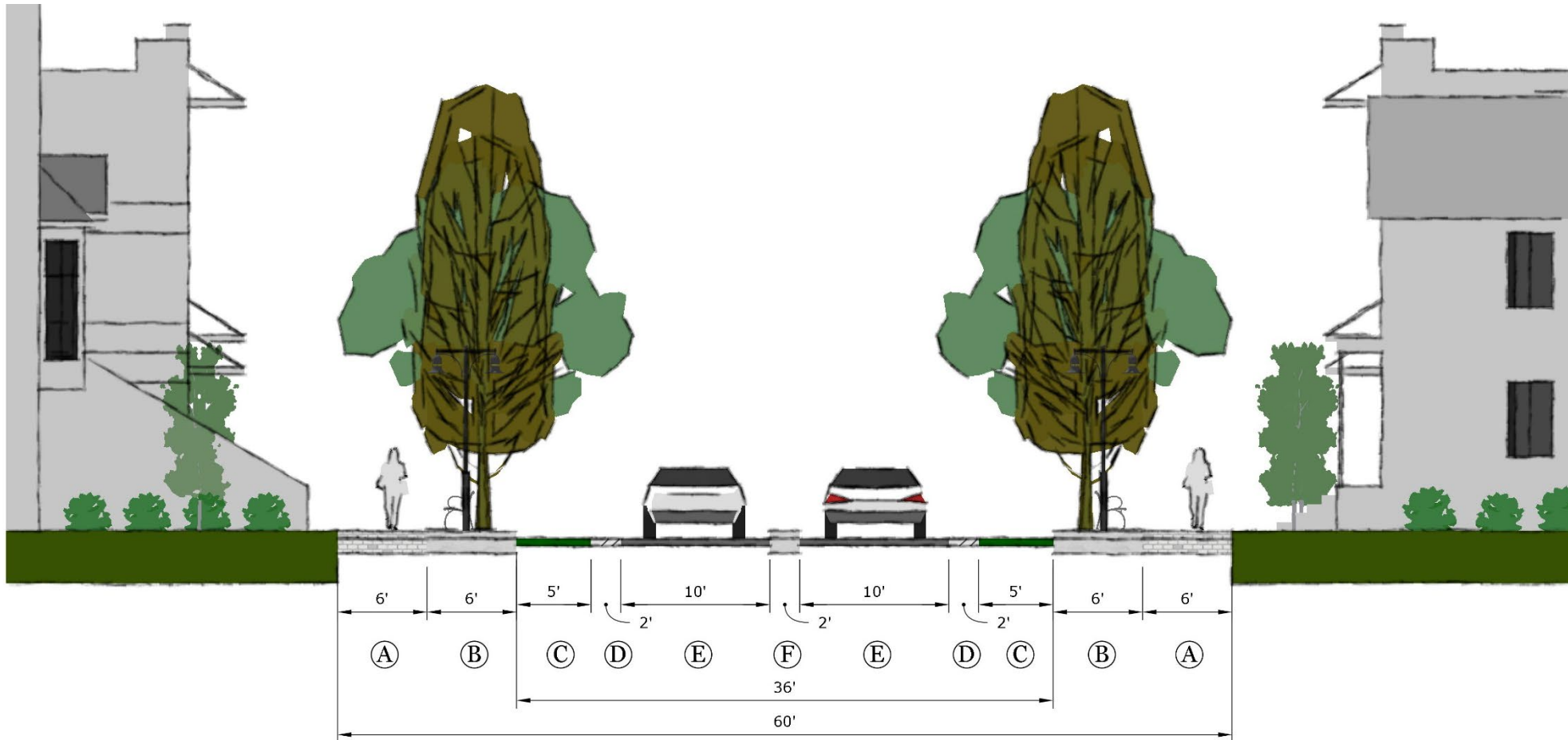


Figure 11 Collector Street Right-of-Way (60' ROW min.)



## Ridgeline Road

The ridgeline road is a planned arterial road (currently unnamed) that winds along the border of the Legacy Lands. The figure below identifies some of the key elements of the rights-of way. Street dimensions are represented as minimum requirements and will be subject to review by the City engineer. Enhanced crosswalks are required at intersections and designated midblock locations in commercial nodes.

\*Parking lanes and curb zones near enhanced midblock crossings should be modified to allow angled parking spaces.

A.	Sidewalk	6'
B.	Curb Zone	5'
C.	Drive Lane	10'

D.	*Parking Lane	8'
E.	*Curb Zone	9'
F.	Shared Use Path	12'

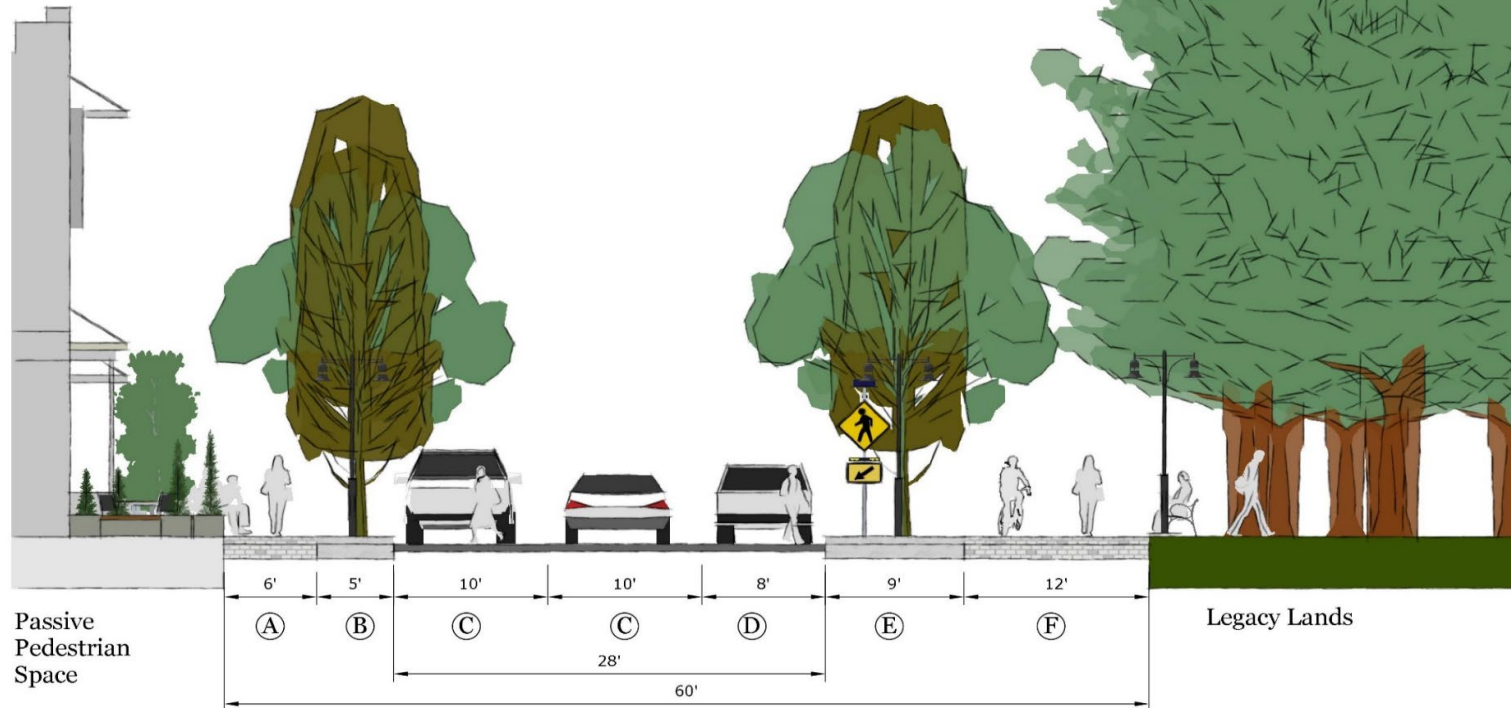
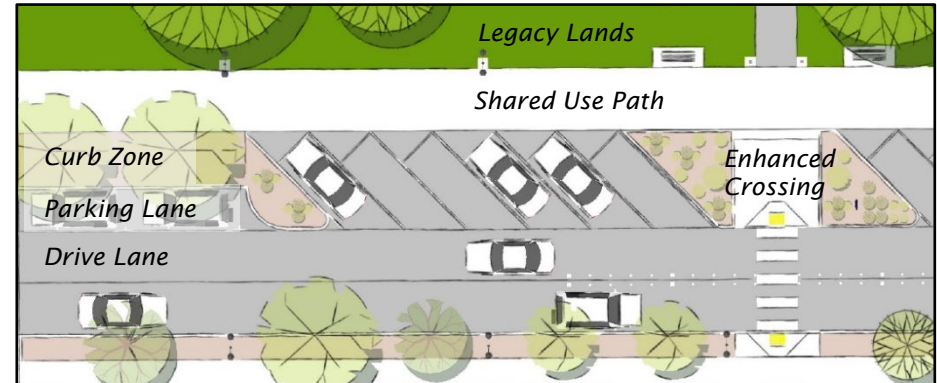


Figure 12 Ridgeline Road Right-of-Way (60' ROW min.)



### North Shore Boulevard

The North Shore Boulevard is an arterial road that serves as the main thoroughfare through the downtown center of North Shore and may include roundabouts at key intersections as designated by the City. The figure below identifies some of the key elements of the rights-of way. Street dimensions are represented as minimum requirements and will be subject to review by the City engineer. Enhanced crosswalks are required in commercial nodes, subject to review by the City engineer.

A.	Sidewalk	8'
B.	Curb Zone	5'
C.	Bike Lane	5'

D.	Buffer Striping	2'
E.	Parking Lane*	8'
F.	Drive Lane	11'
G.	Center Curb Zone / Pedestrian Refuge Island	10'

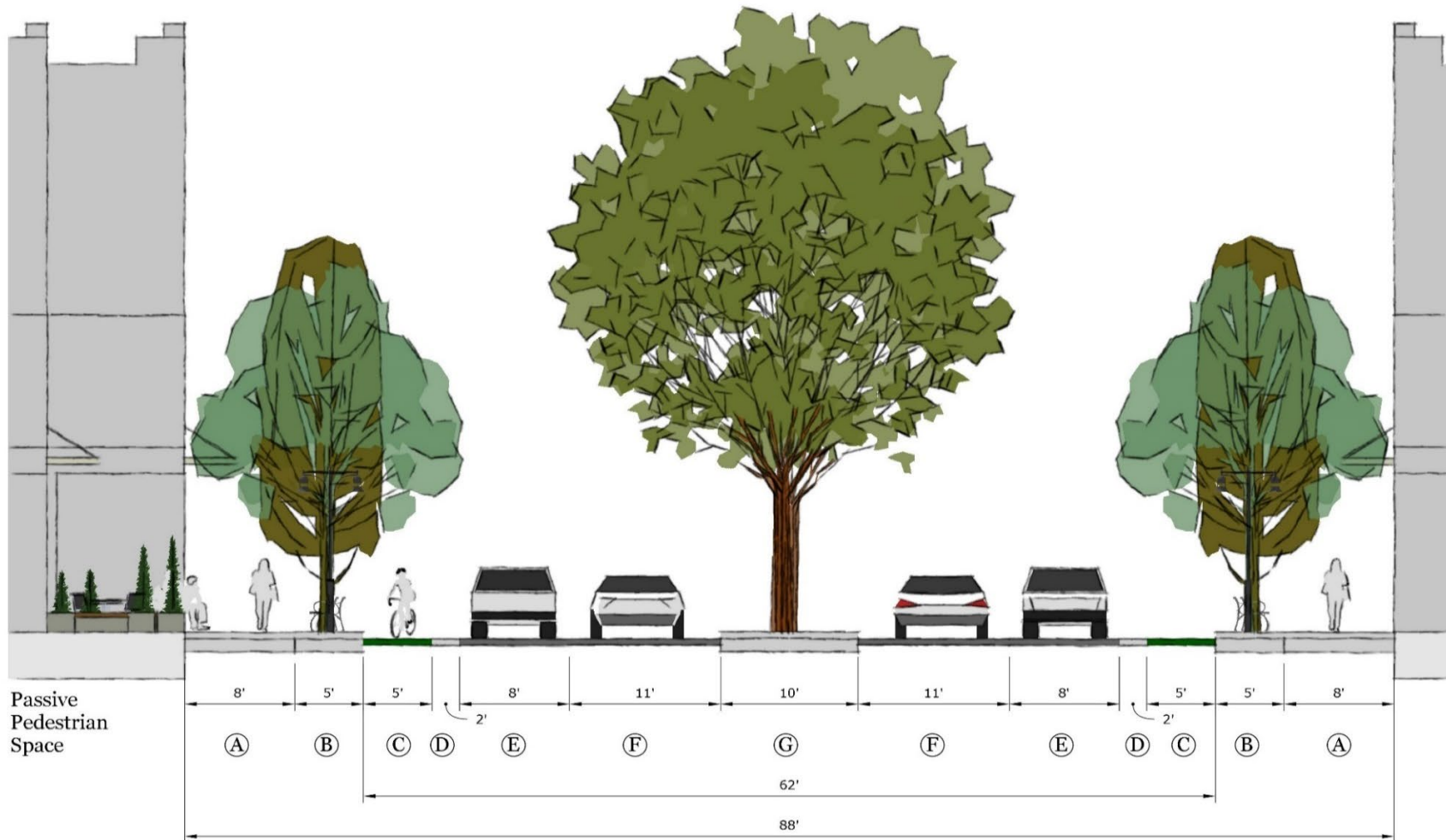


Figure 13 North Shore Boulevard Right-of-Way (88' ROW min.)

\*On-street parking lanes are required in commercial nodes only. Arterials outside of commercial nodes will not allow on-street parking.

## Enhanced Pedestrian Crossings

Enhanced crossings provide additional pedestrian safety and elevate the design elements of the streetscape. Developers shall work closely with the City engineer to locate and design these elements.

### Bulb Outs, Refuge Islands, and Midblock Crossings

- Bulb outs should be used at intersections and midblock pedestrian crossings to shorten distances and preserve a protective visibility range by removing parking spaces where cars may otherwise obscure the view of the sidewalk.
- Where feasible, midblock crossings should be paired with bulb outs and refuge islands to shorten crossing distances across drive lanes.
- Raised crosswalks should be used to create a ramped speed table that allows pedestrians to cross at grade with the sidewalk. This design combines the effect of speed reduction with increased pedestrian visibility and accessibility.
- Midblock crossings shall be installed within blocks longer than 600 feet, or as designated by the City engineer.
- Pedestrian refuge islands shall be installed with midblock crossings and intersections of arterial streets.

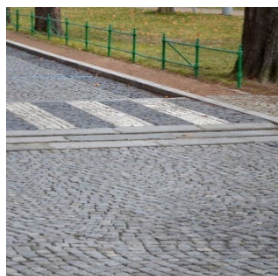
### Rectangular Rapid Flashing Beacons (RRFBs)

- When enhanced pedestrian crossings are required by the City engineer, RRFBs shall be used in combination with other features. RRFBs alert drivers only when pedestrians are present to preempt becoming accustomed to and selectively ignoring a continuous signal overtime.
- RRFB crosswalk signs shall be reinforced by on-grade reflectors and beacons.



Figure 14 Enhanced Crossing Elements

A.	Vegetated Bulb Out
B.	Midblock Crossing
C.	Rectangular Rapid Flashing Beacons (RRFBs)
D.	RRFB On-grade Reflectors/Beacons



**Raised Crosswalk**  
(Source: @ Michal / Adobe Stock)



**RRFB (Source: @ MicahaelVi / Adobe Stock)**



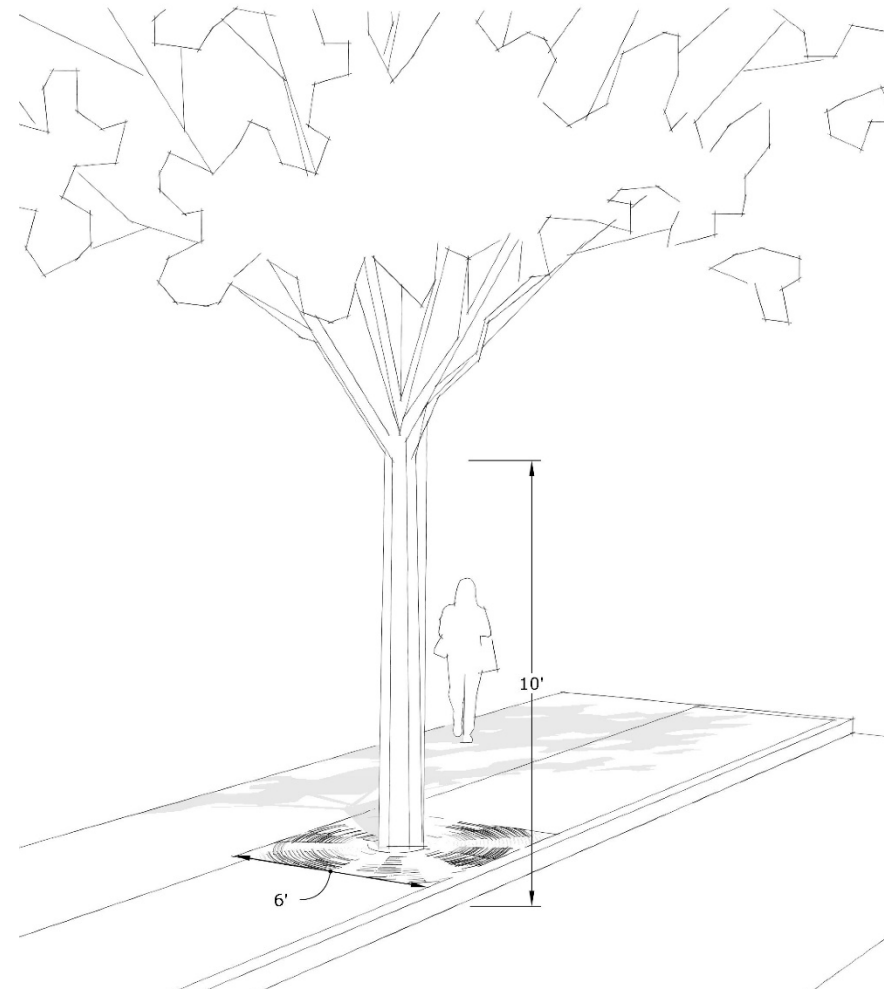
**Vegetated Bulb Out (Source: portlandoregon.gov, BES)**



**Pedestrian Refuge Island: (Source: @ Media Castle / Adobe Stock)**

### 3.3 Street Trees

- Trees selected for use as street trees shall be long-lived species possessing qualities suitable for an urban streetscape, including branching characteristics, rooting characteristics, disease resistance, and non-fruiting. Street trees shall be selected from the Camas Design Standard Manual.
- Street trees shall be a minimum of 2-inch caliper, fully branched, and staked at the time of planting.
- Street trees shall be maintained to provide 8 feet of clearance area under the canopy at the sidewalk and 10 feet of clearance at the street.
- Street trees shall be planted on all street frontages at minimum 30-foot on-center spacing, as measured along abutting curb.
- Street trees shall be placed a minimum of 2-1/2 feet from the back of the curb as measured from the center of the tree, unless otherwise specified by the City.
- Street tree planters shall be covered with Americans with Disabilities Act (ADA) accessible tree grates that are a minimum of 6 feet by 6 feet. Street tree placement shall not impede pedestrian access and shall allow for a minimum 6-foot path of travel (the ADA accessible tree grates may be placed within the path of travel to meet these specifications).



*Figure 15 Street Tree Curb Zone Dimensions*



## Section 4. Sustainability

The following sustainable elements are strongly encouraged for all new development in the North Shore and shall not be prohibited by any covenants, conditions, and restrictions.

### 4.1 Sustainable Sites

- The form and layout of buildings should be oriented to retain or integrate with the existing topography, natural habitat, and respond to climatic or solar conditions.
- The amount of impervious surfaces around buildings, such as driveways, should be reduced by using permeable pavers or other pervious design elements where soil conditions permit.
- Waterways should be “daylighted,” or restored to a more natural state, as part of stormwater management.
- Native soils, existing tree canopy, and topography should be preserved to the greatest extent possible.

### 4.2 Sustainable Buildings

- Sustainable features, such as solar panels and rain gardens, can be visually prominent.
- Bird-friendly windows and window treatments are encouraged, in particular next to open spaces and wildlife habitat.

### 4.3 Sustainable Streets

- Landscaped areas should use drought tolerant, native species that use stormwater runoff.
- Sidewalk strips should provide pollinator habitat to create “pollinator pathways” throughout the North Shore.
- Where soil conditions permit, green stormwater management facilities should be incorporated, including raingardens.
- Encourage the preservation and enhancement of wildlife corridors across public rights-of-way through wildlife crossings (under and overpasses designed for wildlife).
- Encourage the installation of electric vehicle charging stations within street curb zones.



*EV charging stations in curb zones  
(Source: © I-Wei Huang/ Adobe Stock)*



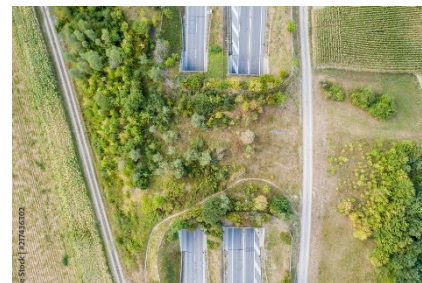
*Driveways using permeable pavers  
(Source: © Francesco Scatena/ Adobe Stock)*



*Solar panels on a green roof (Source: © René Notenbomer/ Adobe Stock)*



*Pollinator habitat in a sidewalk strip  
(Source: © Sinuswelle/ Adobe Stock)*



*Wildlife crossing (Source: © Mario / Adobe Stock)*

## 4.4 Sustainable Landscaping

### Tree Protection and Replacement

Tree protection and replacement requirements for the North Shore are identified in CMC 18.13. The list below identifies some native and/or coniferous species that are appropriate for the North Shore.

### Naturescaping

“Naturescaping” is a common approach to landscaping in the Pacific Northwest, and refers to landscaping that mimics nature and limits the need for human intervention (e.g., pesticides and irrigation). Naturescaping methods, such as those listed below, are encouraged in the North Shore.

- Limit traditional turf lawns, which require irrigation and provide limited habitat. Alternatives include clover lawns, native grasses, and “no mow” lawns.
- Use plant species that are native to the region (see the list below), which are acclimated to local climate conditions and provide habitat for local wildlife.
- Limit the use of pesticides, which have negative effects on pollinators, as well as water quality.
- Reduce water use by planting native species and using drip irrigation systems.
- Install raingardens to capture stormwater runoff and create habitat for pollinators and birds.

The following element is required in the North Shore:

- Invasive species, such as English ivy and Himalayan blackberry, are not permitted, and shall be removed where existing.

### Native Plant List

The following list identifies some of the many plants that are native to Camas. Additional native species can be found through the Clark Conservation District, Washington Native Plant Society, East Multnomah Soil and Water Conservation District, or a similar organization.

#### Trees

- Oregon white oak (*Quercus garryana*)
- Douglas fir (*Pseudotsuga menzies*)
- Incense cedar (*Calocedrus decurrens*)
- W.V. Ponderosa pine (*Pinus ponderosa*)

- White alder (*Alnus rhombifolia*)
- Vine maple (*Acer circinatum*)

#### Shrubs

- Pacific ninebark (*Physocarpus capitatus*)
- Blue elderberry (*Sambucus cerulea*)
- Baldhip rose (*Rosa gymnocarpa*)
- Salmonberry (*Rubus spectabilis*)
- Evergreen huckleberry (*Vaccinium ovatum*)
- Red flowering currant (*Ribes sanguineum*)
- Salal (*Gaultheria shallon*)
- Snowberry (*Symphoricarpos albus*)
- Douglas spirea (*Spiraea douglasii*)
- Golden currant (*Ribes aureum*)

#### Groundcovers

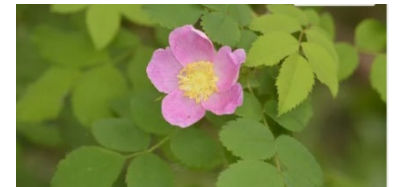
- Common camas (*C. quamash* *Asparagaceae*)
- Kinnikinnick (*Arctostaphylos uva-ursi*)
- Lady fern (*Athyrium filix-femina*)
- False lily-of-the-valley (*Maianthemum dilatatum*)
- Slough sedge (*Carex obnupta*)
- Woodland strawberry (*Fragaria vesca*)
- Yellow wood violet (*Viola glabella*)
- Wild ginger (*Asarum caudatum*)
- Mockorange (*Philadelphus lewisi*)



Oregon white oak (Source: © SteenoWac/ Adobe Stock)



Salmonberry (Source: © Turk / Adobe Stock)



Baldhip rose (Source: © Birdmanclark / Adobe Stock)



Common Camas (Source: © Alexandra / Adobe Stock)



July 13, 2023

Camas City Council  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

Re: North Shore Subarea

Dear Mayor and City Council,

My name is Ana Bozich, and I am the Community Planning Director with Pahlisch Homes. I am writing this letter to provide our support for the approval of the North Shore Subarea code changes and Design Manual.

As a northwest homebuilder since 1983, Pahlisch Homes strives to create lasting communities with designs that reflect the local cultures and values. Part of creating lasting communities means working with local jurisdictions which is extremely important to provide lasting value. Pahlisch Homes was a part of the Steering Committee to help provide feedback and guidance on the creation of the North Shore Subareas zones, code changes, and design manual. The proposed North Shore Subarea code and design manual provide Pahlisch Homes, and other future developers, the flexibility to create unique, lasting communities that will meet the vision and requirements that the City has for the North Shore Subarea. We are happy to provide our support for the approval of the North Shore Subarea code changes and Design Manual.

We would also like to thank the Mayor, City Council, Planning Commission, City Staff, and the City's consultant, WSP, for all your time and thoughtful consideration through out the process of creating the North Shore Subarea zones, code changes, and Design Manual.

We look forward to working with the City in the future to help attain the vision of the North Shore Subarea.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ana Bozich".

**Pahlisch Homes**

Ana Bozich, Community Planning Director  
210 SW Wilson Avenue, Suite 100 Bend, OR 97702  
(503) 828-8331 | [anab@pahlisch.com](mailto:anab@pahlisch.com)





## Staff Report

July 17, 2023, Council Regular Meeting

Public Hearing - HSR Capital (Webberley Property) Annexation Request

Presenter: Alan Peters, Community Development Director

Time Estimate: 20 minutes

Phone	Email
360.817.7254	apeters@cityofcamas.us

**BACKGROUND:** The City of Camas received a petition from HSR Capital, LLC, requesting annexation of 11 properties totaling 53.39 acres into the City by the 60% petition annexation method (RCW 35A.14.120). The subject properties are located directly north of Camas High School, are bounded on three sides by Camas city limits, and are within the City's Urban Growth Area. Council accepted the petitioner's notice of intent to commence annexation proceedings at its March 6, 2023, meeting.

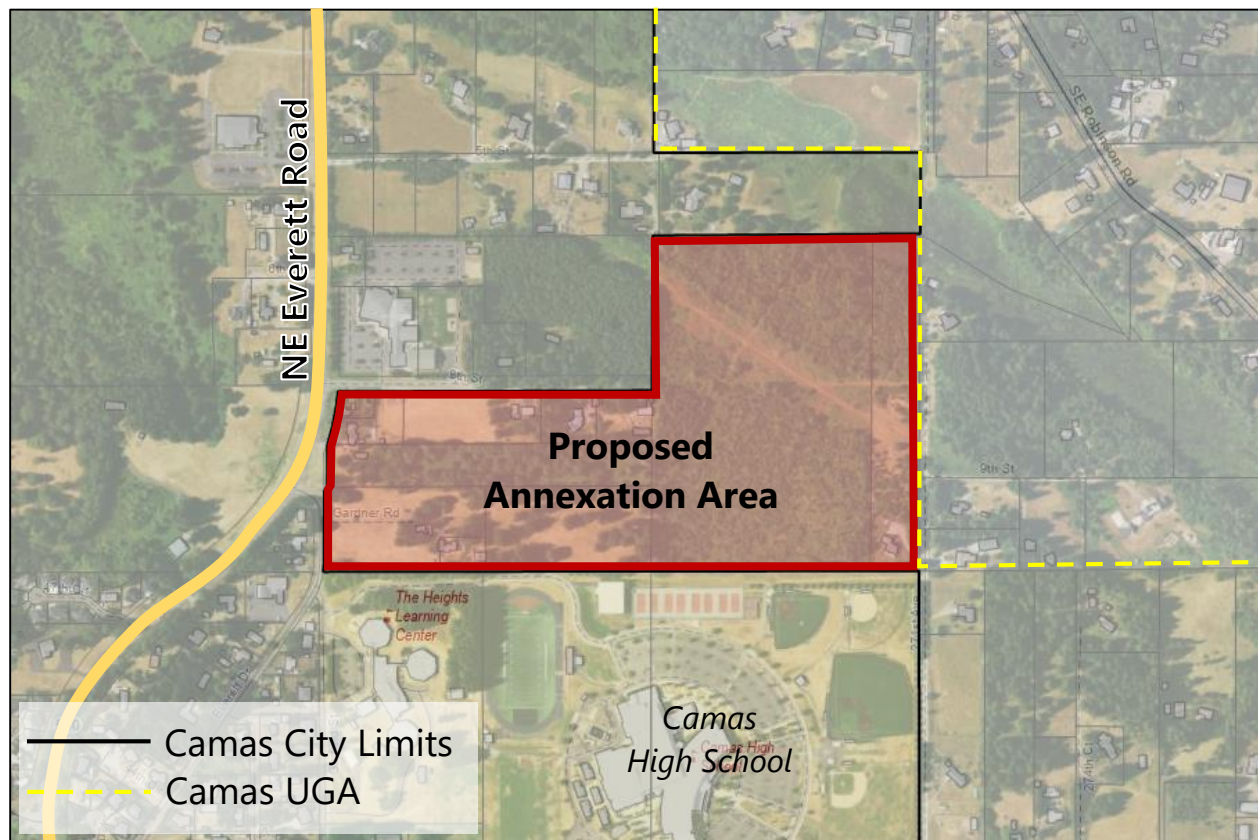


Figure 1: Location of proposed annexation area.

**SUMMARY:** The proposed annexation area consists of 11 individual properties (see Table 1) totaling 53.39 acres. HSR Capital is the owner of parcel no. 178140-000, a 26.52-acre property formerly owned by the Webberley family.

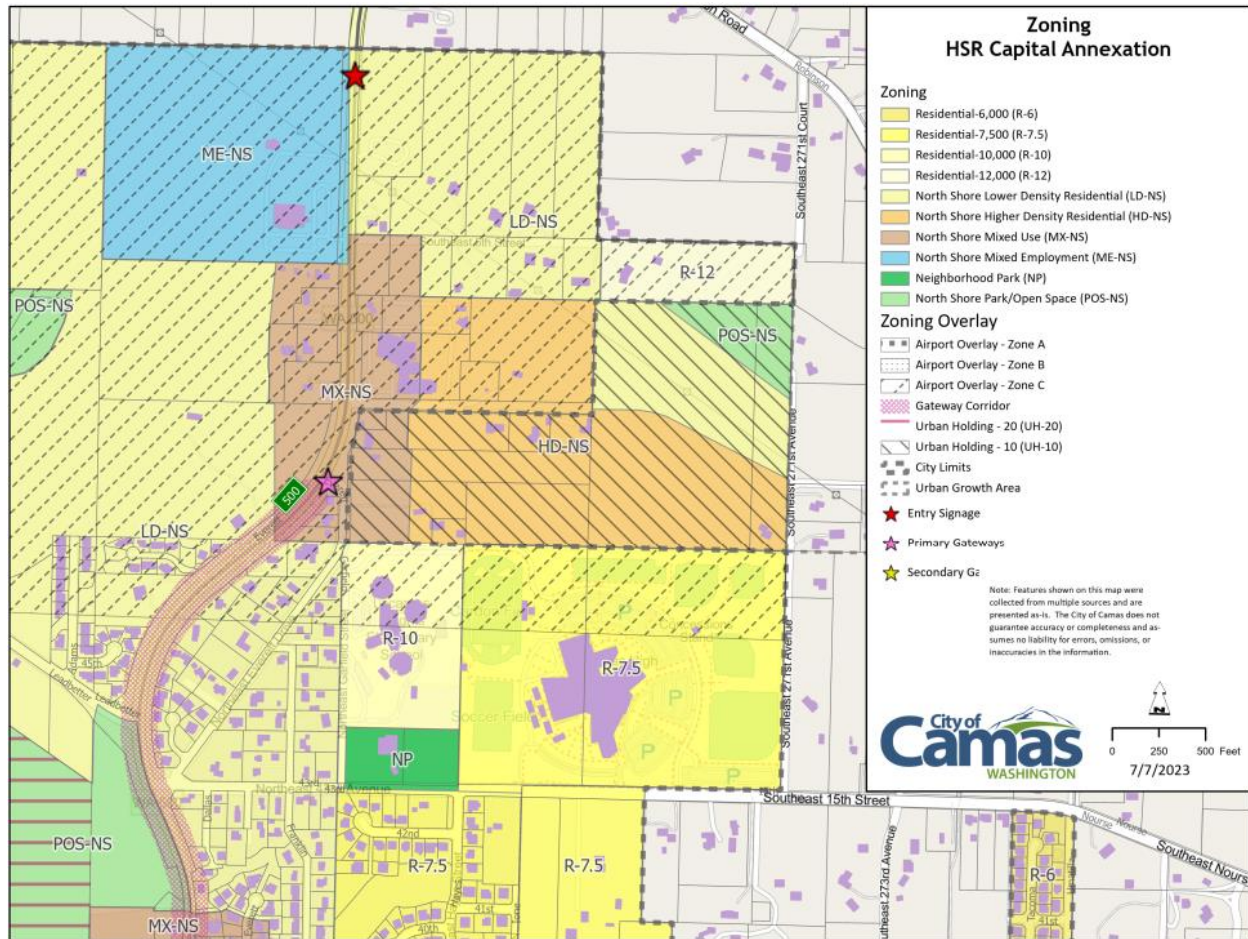
**Table 1: Properties within the proposed annexation area.**

<b>Parcel no.</b>	<b>Owner</b>	<b>Acreage</b>	<b>Value</b>	<b>% of Total Value</b>
178105-000	Envision Group, LLC	5.03	\$515,751	4.94%
178108-000	Rekdahl Donald A & Rekdahl Shirley M Trustees	5.09	\$472,342	4.52%
178120-000	Cathy D Waller	0.96	\$633,643	6.07%
178140-000	HSR Capital, LLC	26.52	\$4,886,730	46.80%
178159-000	Rekdahl Donald A & Rekdahl Shirley M Trustees	4.36	\$478,189	4.58%
178169-000	Rekdahl Donald A & Rekdahl Shirley M Trustees	0.56	\$528,973	5.07%
178178-000	Burton F Place & Karen L Place	2.60	\$431,795	4.14%
178212-000	Janice A Ormond	0.36	\$406,599	3.89%
178216-000	Con McClure & Debra McClure	1.06	\$353,760	3.39%
178219-000	Carolyn Lee Masuoka & Jason Kurtis Bennett Masuoka	1.06	\$784,215	7.51%
178241-000	Mark Hagensen & Lori Hagensen	5.79	\$949,246	9.09%
		<b>Total</b>	<b>\$10,441,243</b>	<b>100%</b>

Nine of the properties are developed with single-family residences and residential accessory structures. The remaining two properties, including the 26.52-acre HSR Capital property, are undeveloped. Camas High School is located immediately to the south.

The properties are currently in Clark County's Single-family Residential (R1-6) zone with an Urban Holding (UH-10) overlay. The proposed annexation area is within Camas' Urban Growth Area and is bounded on the north, south, and west by Camas' city limits. The properties are within the newly created North Shore Subarea and are located within four new comprehensive plan land use designations: North Shore Commercial, North Shore Multi-Family High, North Shore Single-Family Low, and North Shore Open Space/Parks. Proposed zoning for the subject properties is shown in Figure 2 and include North Shore Mixed Use (MX-NS), North Shore Higher Density Residential

(HD-NS), North Shore Lower Density Residential (LD-NS), and North Shore Park/Open Space (POS-NS).



**Figure 2: Proposed Zoning Map.**

RCW Chapter 35A.14 sets out the methods of annexation for code cities, including the City of Camas. Of the eleven annexation methods available, the 60% petition method or direct petition method provided for in RCW 35A.14.120 is most commonly used. This method requires a petition of property owners representing at least 60% of the assessed property value of the area proposed for annexation.

#### Initiation of the 60% Petition Annexation

The direct petition method is initiated by submittal to a city of a notice of intent to commence annexation proceedings. The initiating party or parties submitting this notice of intent must represent at least 10% of the assessed value of the area proposed for annexation. The applicant submitted a valid notice on January 6, 2023.



### Meeting with Initiators on the Annexation Proposal

Following receipt of a valid notice of intent, RCW 35A.14.120 requires that the City Council set a date for a meeting with the initiating parties. On March 6, 2023, Council met and voted to accept the petitioner's notice of intent to commence annexation proceedings with the boundaries as legally described; require the simultaneous adoption of a proposed zoning regulation consistent with the North Shore Subarea Plan and RCW 35A.14.340; and require the assumption of all existing city indebtedness by the area to be annexed.

### Filing of Petition

On May 17, 2023, the applicant submitted a signed 60% petition form to the City of Camas. The form has been signed by the owners of three properties (parcel nos. 178140-000, 178241-000, 178105-000). Together these three properties consist of 37.34 total acres and 60.8% of the total assessed value. Staff forwarded the petition to the Clark County Assessor's Office which provided a Certification of Sufficiency dated July 6, 2023.

The applicant submitted an amendment to the petition on July 11, 2023, with additional signatures representing three additional properties (parcel nos. 178108-000, 178159-000, 178169-000). These properties together include 10.01 acres and include 14.17% of the total assessed value. The Clark County Assessor's Office was not able to review the signatures for sufficiency by the date of this report. If found sufficient, the amended petition would include signatures for 74.97% of the assessed value and 47.35 acres of the total 53.39-acre area.

### Hearing on Petition

Pursuant to RCW 35A.14.130, once an annexation petition has been filed, Council is to hold a hearing on the proposed annexation and decide whether to approve the annexation. Council may annex all or any portion of the area proposed for annexation, but it may not include any property not described in the annexation petition.

**BENEFITS TO THE COMMUNITY:** The proposed annexation would help implement the Camas 2035 Comprehensive Plan and North Shore Subarea Plan by bringing lands within the City's Urban Growth Area into Camas City Limits. The City would benefit from additional commercial, residential, and open space lands.

**BUDGET IMPACT:** The City will be responsible to provide services to the annexed area, however; additional property tax revenues would be anticipated if the properties are further developed. There are no capital facilities projects planned in the project boundaries, so public improvements in the annexed area would need to be built by the developer at their own cost.

**RECOMMENDATION:** Staff recommends Council conduct a public hearing and accept the proposed annexation and apply the appropriate North Shore zoning designations as shown in Exhibit 3 (Zoning Map). Council should also direct the City Attorney to prepare an ordinance for adoption at the August 7, 2023, Council meeting.

## Webberley Annexation 60% Petition to Annex

---

**Date:** May 2023

**Submitted to:** City of Camas  
Community Development  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

**Applicant:** HSR Capital, LLC  
500 E Broadway, Suite 120  
Vancouver, WA 98661  
Andy Swanson  
(503) 936-8514  
andy@hsr-capital.com

**AKS Job Number:** 8397

The logo for AKS Engineering & Forestry features the letters 'AKS' in a large, bold, blue sans-serif font. Below 'AKS' is a thick blue horizontal line. Underneath the line, the words 'ENGINEERING & FORESTRY' are written in a smaller, blue, all-caps sans-serif font.

**AKS**  
ENGINEERING & FORESTRY

9600 NE 126<sup>th</sup> Avenue, Suite 2520  
Vancouver, WA 98682  
(360) 882-0419

---

**Submittal Items**  
**(One Original)**

1. Application Form
2. Narrative
3. Legal Description
4. 60% Petition for Annexation



# 1. Application Form



Community Development Department | Planning  
616 NE Fourth Avenue | Camas, WA 98607  
(360) 817-1568  
[communitydevelopment@cityofcamas.us](mailto:communitydevelopment@cityofcamas.us)

Item 12.

General Application Form HSR Capital aka Webberly Property **Case Number:** ANNEX23-01

### Applicant Information

Applicant/Contact: HSR Capital, LLC (Andy Swanson) Phone: ( 503 ) 936-8514

Address: 500 E Broadway, Suite 120 andy@hsr-capital.com

Street Address E-mail Address  
Vancouver WA 98661  
City State ZIP Code

### Property Information

Property Address: 178105-000, 178108-000, 178120-000, 178140-000, 178159-000, 178169-000, 178178-000, 178212-000, 178216-000, 178219-000, and 178241-000

Street Address County Assessor # / Parcel #  
Camas WA 98607  
City State ZIP Code

Zoning District Single-family Residential (R1-6) Site Size ± 53.39 Acres

### Description of Project

Brief description:  
This application is the 60% petition to annex 11 parcels into the City.

Are you requesting a consolidated review per CMC 18.55.020(B)? YES ☐ NO ☒

Permits Requested: ☐ Type I ☐ Type II ☐ Type III ☒ Type IV, BOA, Other

### Property Owner or Contract Purchaser

Owner's Name: HSR Capital, LLC (Andy Swanson) Phone: ( 503 ) 936-8514

Last First  
500 E Broadway Suite 120  
Street Address Apartment/Unit #  
E mail Address: Vanocuver WA 98661  
andy@hsr-capital.com City State Zip

### Signature

I authorize the applicant to make this application. Further, I grant permission for city staff to conduct site inspections of the property.

Signature:  Date: 5/15/2023

Note: If multiple property owners are party to the application, an additional application form must be signed by each owner. If it is impractical to obtain a property owner signature, then a letter of authorization from the owner is required.

Date Submitted: 5/17/23

Pre-Application Date:

\$4,013.00  
Receipt #  
5/17/23 by KM

Alan Peters

Staff: Related Cases #

☐ **Electronic  
Copy  
Submitted**

Validation of Fees

## Application Checklist and Fees [updated on January 1, 2023]

Item 12.

◇ Annexion	\$944 - 10% petition; <b>\$4,013 - 60% petition</b>	001-00-345-890-00	\$ 4,013
◇ Appeal Fee		001-00-345-810-00	\$436.00 \$
◇ Archaeological Review		001-00-345-810-00	\$150.00 \$
◇ Binding Site Plan	\$2,055 + \$24 per unit	001-00-345-810-00	\$
◇ Boundary Line Adjustment		001-00-345-810-00	\$113.00 \$
◇ Comprehensive Plan Amendment		001-00-345-810-00	\$6,373.00 \$
◇ Conditional Use Permit			
Residential	\$3,738 + \$105 per unit	001-00-345-810-00	\$
Non-Residential		001-00-345-810-00	\$4,734.00 \$
◇ Continuance of Public Hearing		001-00-345-810-00	\$573.00 \$
◇ Critical or Sensitive Areas (fee per type)		001-00-345-810-00	\$848.00 \$
(wetlands, steep slopes or potentially unstable soils, streams and watercourses, vegetation removal, wildlife habitat)			
◇ Design Review			
Minor		001-00-345-810-00	\$474.00 \$
Committee		001-00-345-810-00	\$2,598.00 \$
◇ Development Agreement	\$959 first hearing; \$590 ea. add'l hearing/continuance	001-00-345-810-00	\$
◇ Director's Interpretation			\$350.00 \$
◇ Engineering Department Review - <b><i>Fees Collected at Time of Engineering Plan Approval</i></b>			
Construction Plan Review & Inspection	(3% of approved estimated construction costs)		
Modification to Approved Construction Plan Review	(Fee shown for information only)		\$459.00
Single Family Residence (SFR) - Stormwater Plan Review	(Fee shown for information only)		\$228.00
Gates/Barrier on Private Street Plan Review	(Fee shown for information only)		\$1,139.00
◇ Fire Department Review			
Short Plat or other Development Construction Plan Review & Insp.		115-09-345-830-10	\$308.00 \$
Subdivision or PRD Construction Plan Review & Inspection		115-09-345-830-10	\$384.00 \$
Commercial Construction Plan Review & Inspection		115-09-345-830-10	\$460.00 \$
◇ Franchise Agreement Administrative Fee			\$5,696.00 \$
◇ Home Occupation			
Minor - Notification (No fee)			\$0.00
Major		001-00-321-900-00	\$75.00 \$
◇ LI/BP Development	\$4,734 + \$41.00 per 1000 sf of GFA	001-00-345-810-00	\$
◇ Minor Modifications to approved development		001-00-345-810-00	\$378.00 \$
◇ Planned Residential Development	\$38 per unit + subdivision fees	001-00-345-810-00	\$
◇ Plat, Preliminary			
Short Plat	4 lots or less: \$2,118 per lot	001-00-345-810-00	\$
Short Plat	5 lots or more: \$7,848 + \$250 per lot	001-00-345-810-00	\$
Subdivision	\$7,848 + \$250 per lot	001-00-345-810-00	\$
◇ Plat, Final:			
Short Plat		001-00-345-810-00	\$219.00 \$
Subdivision		001-00-345-810-00	\$2,598.00 \$
◇ Plat Modification/Alteration		001-00-345-810-00	\$1,308.00 \$
◇ Pre-Application (Type III or IV Permits)			
No fee for Type I or II			
General		001-00-345-810-00	\$387.00 \$
Subdivision (Type III or IV)		001-00-345-810-00	\$996.00 \$
◇ SEPA		001-00-345-890-00	\$886.00 \$
◇ Shoreline Permit		001-00-345-890-00	\$1,308.00 \$
◇ Sign Permit			
General Sign Permit	(Exempt if building permit is required)	001.00.322.400.00	\$45.00 \$
Master Sign Permit		001.00.322.400.00	\$138.00 \$
◇ Site Plan Review			
Residential	\$1,259 + \$34 per unit	001-00-345-810-00	\$
Non-Residential	\$3,146 + \$68 per 1000 sf of GFA	001-00-345-810-00	\$
Mixed Residential/Non Residential	(see below)	001-00-345-810-00	\$
	\$4,435 + \$34 per res unit + \$68 per 1000 sf of GFA		
◇ Temporary Use Permit		001-00-321-990-00	\$88.00 \$
◇ Variance (Minor)		001-00-345-810-00	\$760.00 \$
◇ Variance (Major)		001-00-345-810-00	\$1,417.00 \$
◇ Zone Change (single tract)		001-00-345-810-00	\$3,659.00 \$

Fees reviewed &amp; approved by Planner:

5/17/23

Initial

Date

Total Fees Due:

\$ 4,013.00



## 2. Narrative



**BEND, OR**  
2777 NW Lolo Drive, Suite 150  
Bend, OR 97703  
(541) 317-8429  
www.aks-eng.com

**KEIZER, OR**  
3700 River Road N, Suite 1  
Kelzer, OR 97303  
(503) 400-6028

**TUALATIN, OR**  
12965 SW Herman Road, Suite 100  
Tualatin, OR 97062  
(503) 563-6151

**VANCOUVER, WA**  
9600 NE 126<sup>th</sup> Avenue, Suite 2520  
Vancouver, WA 98682  
(360) 882-0419

**Date:** 5/15/2023  
**To:** City of Camas Community Development Department  
**From:** Michael Andreotti, RLA  
**Project Name:** Webberley Annexation  
**AKS Job No.:** 8397  
**Project Site:** East of SR-500 and north of Camas High School  
**Subject:** Webberley Annexation - 60% Petition to Annex

---

This memo is written to discuss the proposed petition to annex 11 properties into the City of Camas (City).

The Applicant is proposing to annex 11 properties just north of Camas High School into the City. The properties are identified as Clark County Parcel Numbers 178105-000, 178108-000, 178120-000, 178140-000, 178159-000, 178169-000, 178178-000, 178212-000, 178216-000, 178219-000, and 178241-000. The total area proposed for annexation is ±53.39 acres and all parcels are located within the Camas Urban Growth Area (UGA) and within the recently approved North Shore Subarea boundary.

This 60 percent petition to annex is submitted by HSR Capital, LLC, which is the owner of Parcel 178140-000. This parcel is valued at \$4,886,730.00. Also approving the annexation are the owners of Parcels 178105-000 and 178241-000. These properties are valued at \$515,751 and \$949,246 respectively. Therefore, the total value of the properties petition to annex is \$6,351,727, representing 60.83 percent of the total value of all parcels in the proposed annexation area. The proposed annexation is a logical step for the parcels given that parcels to the north, south, and west are within City Limits. The parcels to the east are outside of the UGA, and are therefore not included in the annexation petition. Additionally, the parcels proposed for annexation are within the North Shore Subarea.

Public services, including water and sewer, are available in SR-500 on the west boundary of the annexation area. Emergency services, garbage service, and transportation infrastructure are also constructed along the area's west boundary. Extension of these public services into the annexation area is not part of a City capital project and would occur with the future development of parcels within the annexation area.

The Applicant submitted 10 percent annexation to the City on January 6, 2023, and received approval from the City Council to commence 60 percent annexation proceedings with the boundaries on March 6, 2023.

A list of the properties with pertinent information is included below:

Parcel Number	Parcel Owner	Parcel Size (per GIS data)	Parcel Value	Percent of Total Value	Agreed and Sign
178105-000	Envision Group, LLC 19408 NE 22 <sup>nd</sup> Circle Vancouver, WA 98684	5.03 Acres	\$515,751	4.94%	Yes
178108-000	Rekdahl Donald A & Rekdahl Shirley M Trustees 921 SE Gardner Road Camas, WA 98607	5.09 Acres	\$472,342	4.52%	
178120-000	Cathy D Waller 817 SE Everett Road Camas, WA 98607	0.96 Acres	\$633,643	6.07%	
178140-000	HSR Capital, LLC 500 Broadway Street, Ste 120 Vancouver, WA 98660	26.52 Acres	\$4,886,730	46.80%	Yes
178159-000	Rekdahl Donald A & Rekdahl Shirley M Trustees 921 SE Gardner Road Camas, WA 98607	4.36 Acres	\$478,189	4.58%	
178169-000	Rekdahl Donald A & Rekdahl Shirley M Trustees 921 SE Gardner Road Camas, WA 98607	0.56 Acres	\$528,973	5.07%	
178178-000	Burton F Place & Karen L Place 26503 SE 8 <sup>th</sup> Street Camas, WA 98607	2.60 Acres	\$431,795	4.14%	
178212-000	Janice A Ormond 26209 SE 6 <sup>th</sup> Street Camas, WA 98607	0.36 Acres	\$406,599	3.89%	
178216-000	Con McClure & Debra McClure 21320 NE Dole Valley Road Yacolt, WA 98675	1.06 Acres	\$353,760	3.39%	
178219-000	Carolyn Lee Masuoka & Jason Kurtis Bennett Masuoka 26519 SE 8 <sup>th</sup> Street Camas, WA 98607	1.06 Acres	\$784,215	7.51%	
178241-000	Mark Hagensen & Lori Hagensen 1008 SE 271 <sup>st</sup> Avenue Camas, WA 98607	5.79 Acres	\$949,246	9.09%	Yes
<b>Total</b>			<b>\$10,441,243</b>	<b>100%</b>	<b>60.83%</b>



### 3. Legal Description



**BEND, OR**  
2777 NW Lolo Drive, Suite 150  
Bend, OR 97703  
(541) 317-8429  
www.aks-eng.com

**KEIZER, OR**  
3700 River Road N, Suite 1  
Keizer, OR 97303  
(503) 400-6028

**TUALATIN, OR**  
12965 SW Herman Road, Suite 100  
Tualatin, OR 97062  
(503) 563-6151

**VANCOUVER, WA**  
9600 NE 126<sup>th</sup> Avenue, Suite 2520  
Vancouver, WA 98682  
(360) 882-0419

## LEGAL DESCRIPTION FOR HSR CAPITAL, LLC

### ANNEXATION TO THE CITY OF CAMAS

A tract of land located in the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter all in Section 35, Township 2 North, Range 3 East of the Willamette Meridian in Clark County, Washington described as follows:

COMMENCING at the northeast corner of the Northeast Quarter of said Section 35;

Thence South 01°41'43" West, along the east line of the Northeast Quarter of said Section 35, a distance of 2656.90 feet to the southeast corner thereof;

Thence North 88°42'20" West, along the south line of the Northeast Quarter of said Section 35, a distance of 260.01 feet to a point 260.00 feet west of, when measured perpendicular to, the east line of the Northeast Quarter of said Section 35, said point being the southeast corner of that tract of land described in that Purchaser's Assignment of Contract and Deed to Mark and Lori Hagensen recorded July 13, 1995, under Auditor's File Number 9507130065, records of said county, and the POINT OF BEGINNING;

Thence North 01°41'43" East, along the east line of said Hagensen tract being parallel with the east line of the Northeast Quarter of said Section 35, a distance of 1327.97 feet to the north line of the Southeast Quarter of the Northeast Quarter of said Section 35, said point being the northeast corner of said Hagensen tract;

Thence North 88°48'38" West, along the north line of the Southeast Quarter of the Northeast Quarter of said Section 35, a distance of 1062.89 feet to the northeast corner of the Southwest Quarter of the Northeast quarter of said Section 35;

Thence South 01°31'07" West, along the east line of the Southwest Quarter of the Northeast Quarter of said Section 35, a distance of 611.05 feet to the south line of that tract of land described in that Quit Claim Deed to Clark County, Washington recorded June 5, 1957, under Auditor's File Number G219359, records of said county;



Thence North  $88^{\circ}54'54''$  West, along the south line of said Clark County tract, 1244.54 feet to the east right-of-way line of State Route 500 (SR500), said point being 75.00 east of, when measured radial to, the centerline of SR500, and said point also being on a non-tangent 1030.00-foot radius curve to the right, the center of which bears North  $83^{\circ}05'49''$  West;

Thence along said non-tangent 1030.00-foot radius curve to the right and said right-of-way line, through a central angle of  $14^{\circ}18'37''$ , the chord of which bears South  $14^{\circ}03'30''$  West, 256.59 feet, and arc distance of 257.26 feet to a point 20.00 feet east of, when measured perpendicular to, the west line of the Northeast Quarter of said Section 35, said point being on the east right-of-way line of Northeast Everett Drive;

Thence South  $01^{\circ}20'29''$  West, along the east right-of-way line of Northeast Everett Drive being parallel with the west line of the Northeast Quarter of said Section 35, a distance of 419.20 feet to a point of curvature with a 306.48-foot radius curve to the right;

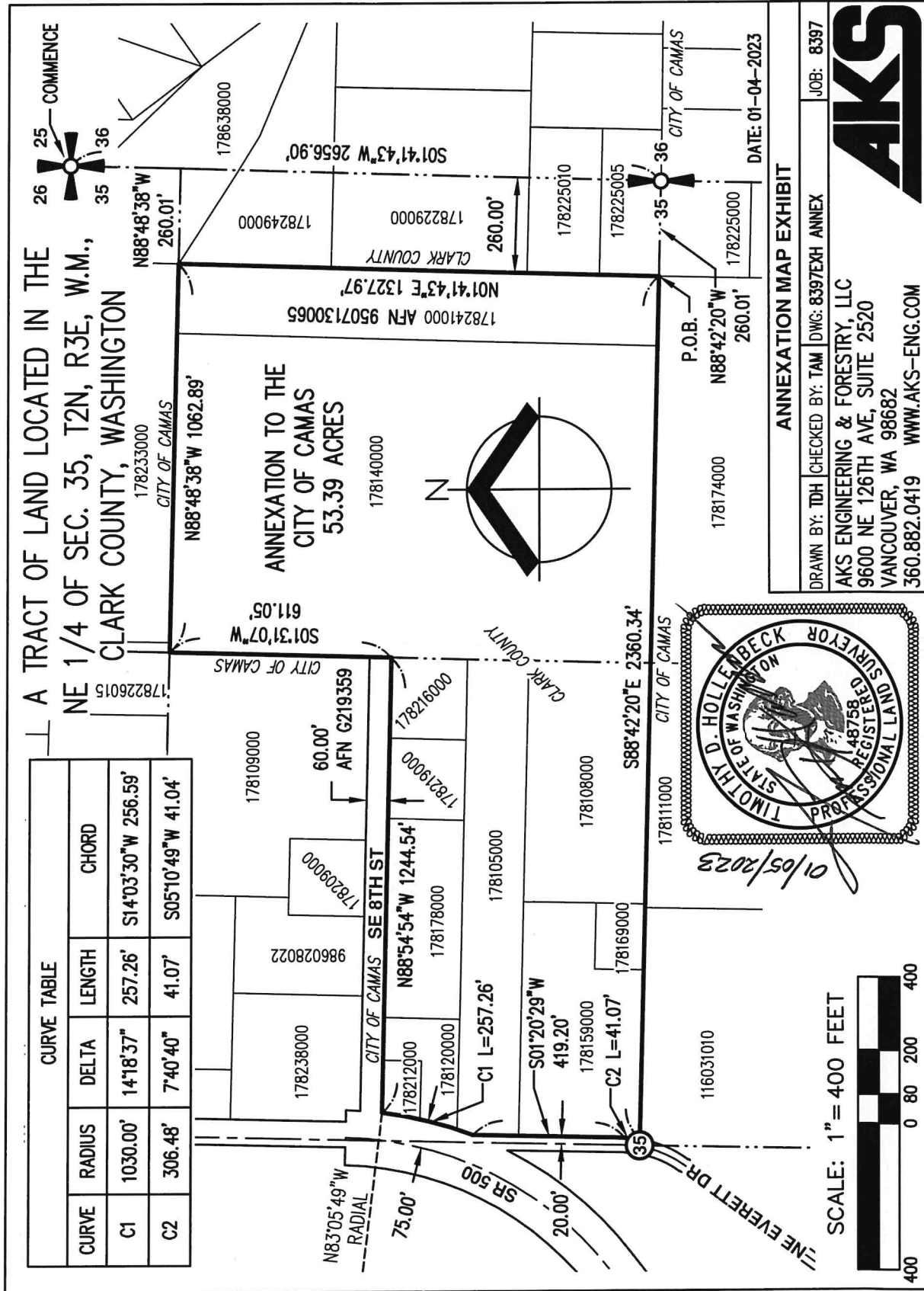
Thence along said 306.48-foot radius curve to the right, leaving said parallel line and continuing along the east right-of-way line of Northeast Everett Drive, said right-of-way line being 20.00 feet east of, when measured radial to the centerline of said Drive, through a central angle of  $07^{\circ}40'40''$ , the chord of which bears South  $05^{\circ}10'49''$  West, 41.04 feet, an arc distance of 41.07 feet to the south line of the Northeast Quarter of said Section 35;

Thence South  $88^{\circ}42'20''$  East, along the south line of the Northeast Quarter of said Section 35, a distance of 2360.34 feet to the POINT OF BEGINNING.

Contains 53.39 acres, more or less.







## 4. 60% Petition for Annexation



## 60% PETITION FOR ANNEXATION INTO THE CITY OF CAMAS

We the undersigned hereby petition the City of Camas to have our property as described below annexed to the City of Camas. We certify that we are the legal owners of such property and are aware that our signatures will be combined with the required signatures to represent at least sixty percent (60%) or more of the total value of all property within the area we are asking to be annexed.

A legal description will be required for the entire annexation area at time of formal petition submittal.


\*\*The City Council requires assumption of existing city indebtedness by the area to be annexed\*\*

Yes ☒ No ☐

\*\*The City Council requires the simultaneous adoption of a proposed zoning regulation for the area to be annexed\*\*

Yes ☒ No ☐

**WARNING:** Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
178140000		500 E Broadway St #120 Vancouver WA 98660	4/19/23	X	
178241000	Mark Hagensen	1006 SE 271 AVE CAMAS WA	4/19/23	X	
178241000	Lori Hagensen	1008 SE 271 AVE CAMAS	4/19/23	X	
178105000	Ching-Yi Lin	903 SE Everett Rd. Camas WA	5/4/23	X	



City of Camas  
616 NE 4th Avenue  
Camas, WA 98607  
360-834-2462

Finance Office Hours:  
Monday-Friday 9:00 - 5:00 p.m.

Date/Time 05/17/2023 01:25 PM  
Receipt No. 00753838  
Receipt Date 05/17/2023  
CR plan 4,013.00  
annex  
annexation 4,013.00

Cash: 0.00  
Other: 4,013.00  
Check: 4,013.00

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Total: 4,013.00  
Change: 0.00

Check No:

HSR CAPITAL LLC  
Customer #: 000000  
(ANDY SWANSON)  
500 E BROADWAY, STE 120  
VANCOUVER VA  
Cashier: kmurphy  
Station: IS02594



**CLARK COUNTY WASHINGTON**

[www.clark.wa.gov/assessor](http://www.clark.wa.gov/assessor)

**ASSESSOR'S OFFICE**

Peter Van Nortwick, Assessor

1300 Franklin Street  
PO Box 5000  
Vancouver, WA 98666-5000  
360.397.2391  
360.397.6046 f

July 6th, 2023

Alan Peters, AICP  
Camas, WA 98607

Dear Mr. Peters,

You will find enclosed the Certification of Sufficiency of the petition for annexation of land to the City of Camas:  
HSR Capital/Webberley Property Annexation.

Please contact me should you have any questions regarding this annexation.

Sincerely,

A handwritten signature in black ink, appearing to be 'P. Van Nortwick', written over a horizontal line.

Peter Van Nortwick  
Clark County Assessor

Enclosed:

Certification of Sufficiency  
Annexation Legal Description  
Annexation Map

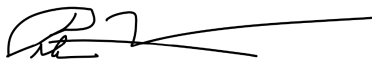
Certification of Sufficiency  
HSR Capital/Webberley Property Annexation

The City of Camas on June 26th, 2023, submitted for review by Clark County Assessor, a petition to annex to the City, approximately 53.32 acres of land known as the HSR Capital/Webberley Property Annexation. Subject to the requirements of 35A.01.040 I now certify the following in my capacity as Clark County Assessor:

1. On June 26, 2023, the City of Camas submitted for certification by the Clark County Assessor a petition to annex to the City eleven (11) parcels of land and associated road and public utility rights-of-way, totaling approximately 53.32 acres.
2. The legal description and map of the area proposed for annexation, as provided by the City, are attached to this certification. According to the map provided by the City, this area is in unincorporated Clark County and within the urban growth boundary.
3. The City is completing annexation pursuant to the sixty percent method of annexation RCW 35A.14.120 – 150
4. The Clark County Assessor initiated determination of petition sufficiency on June 30, 2023, which is the “terminal date” as defined in 35A.01.040
5. The area proposed for annexation has a certified annexation value for general taxation of \$4,778,381.
6. Petition signatures provided by the City represent valid owner signatures of a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area. This review did not address the legal sufficiency of any proxy or utility covenant, only the sufficiency of the presence of signatures thereon.

Therefore, based on the petition certification request and supporting materials submitted by the City, I hereby declare and certify that the petition represents the affirmative consent of properties totaling more than 60% of the value according to the assessed valuation for general taxation purposes of the property proposed for annexation.

Given under my hand and seal this July 6th, 2023.



---

Peter Van Nortwick  
Clark County Assessor





## 60% PETITION FOR ANNEXATION INTO THE CITY OF CAMAS

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Yes ☒ No ☐

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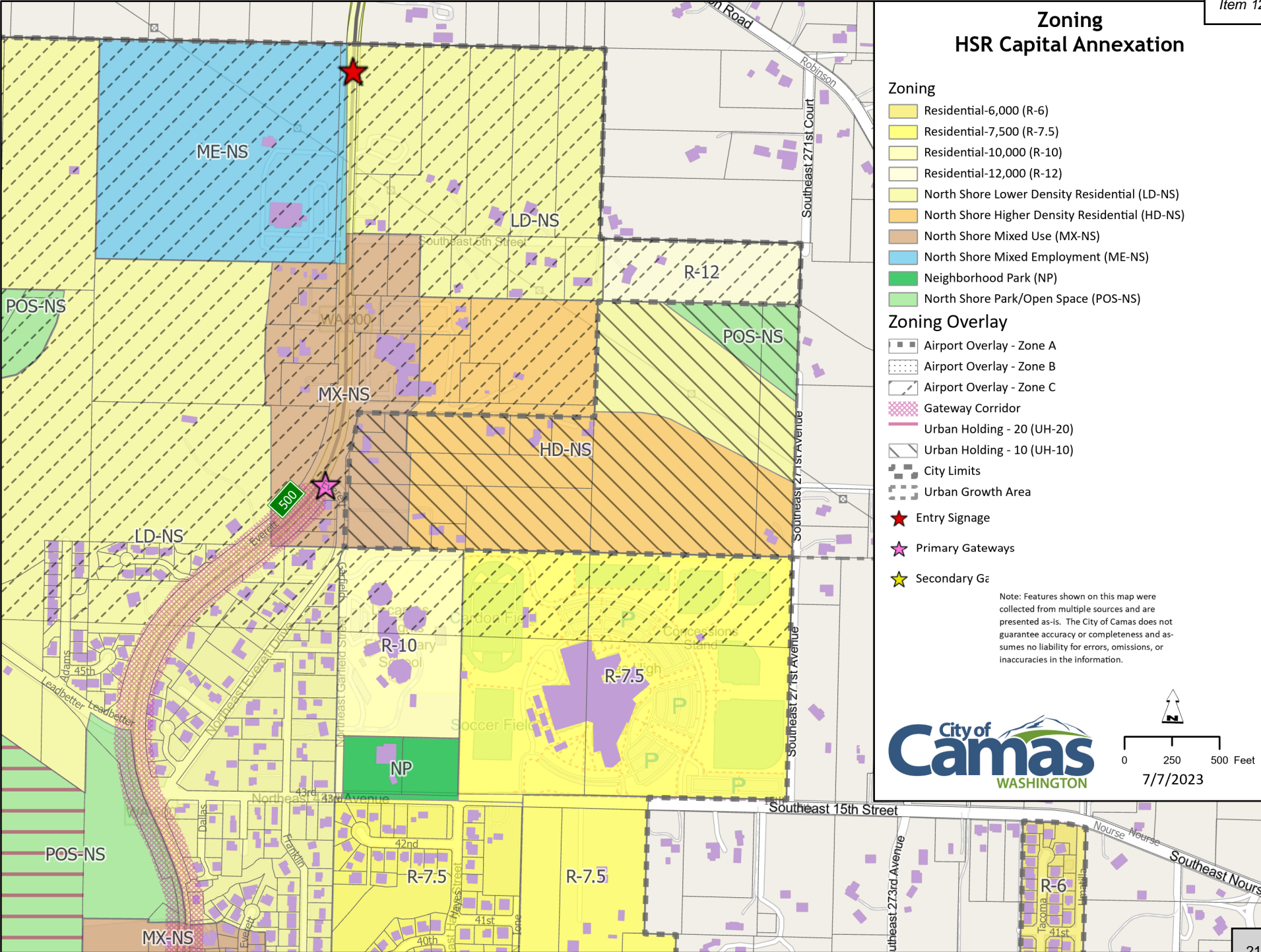
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\*\*The City Council requires assumption of existing city indebtedness by the area to be annexed\*\*  
Yes ☒ X No ☐

\*\*The City Council requires the simultaneous adoption of a proposed comprehensive plan designation for the area to be annexed\*\*  
Yes ☐ X No ☐

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PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
178159000	Jana L Brandl	921 Gardner Rd Camas WA	July 10 2023	X	
178169000	Jana L Brandl	921 Gardner Rd Camas WA	July 10 2023	X	
178108000	Jana L Brandl	921 Gardner Rd Camas, WA	July 10 2023	X	
178159000	Jana L Thomas	921 Gardner Rd Camas WA	July 10 2023	X	
178169000	Jana L Thomas	921 Gardner Rd Camas WA	July 10 2023	X	
178108000	Jana L Thomas	921 Gardner Rd Camas WA	July 10 2023	X	