



**City Council Workshop Agenda**  
**Monday, April 07, 2025, 4:30 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/88548119347>

(public comments may be submitted to [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us))

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**CALL TO ORDER**

**ROLL CALL**

**PUBLIC COMMENTS**

**WORKSHOP TOPICS**

1. [Parklands at Camas Meadows Development Agreement Amendment](#)  
[Presenter: Alan Peters, Community Development Director](#)  
[Time Estimate: 15 minutes](#)
2. [Library Building Improvements Update](#)  
[Presenter: Connie Urquhart, Library Director](#)  
[Time Estimate: 10 minutes](#)
3. [PointNorth Consulting Strategic Plan Update to Council](#)  
[Presenter: Lisa Keohokalole Schauer, Kim Sogge and Cadie Dye PointNorth Consulting, Inc.](#)  
[Time Estimate: 30 minutes](#)
4. [Council Policies and Procedures](#)  
[Presenter: Council Member Tim Hein and Council Member Marilyn Boerke](#)  
[Time Estimate: 30 minutes](#)
5. Staff Miscellaneous Updates  
Presenter: Doug Quinn, City Administrator  
Time Estimate: 10 minutes

**COUNCIL COMMENTS AND REPORTS**

**PUBLIC COMMENTS**

**CLOSE OF MEETING**



# Staff Report

April 7, 2025 Council Workshop Meeting

Parklands at Camas Meadows Development Agreement Amendment

Presenter: Alan Peters, Community Development Director

Time Estimate: 15 minutes

Phone	Email
360.817.7254	apeters@cityofcamas.us

**BACKGROUND:** Council approved a development agreement for the Parklands at Camas Meadows, a mixed-use development project at NW Camas Meadows Drive and NW McMaster Drive, on March 21, 2016. The agreement sets forth development standards governing the development of the property which includes a mix of commercial and residential components on 36.4 acres. Since 2016, the property has been developed with 42 single-family homes, two separate commercial office buildings, and open space. The owners of the three remaining undeveloped commercial lots along Camas Meadows Drive are requesting to amend the development agreement to allow for these lots to be developed with residential units and a pocket park.

**SUMMARY:** Development agreements are contracts between jurisdictions and owners of property which specify the standards and conditions governing the development of the property and detailing the obligations of both parties. Cities are authorized to enter into development agreements under RCW 36.70B.170. Camas Municipal Code Section 18.55.340 provides for Council approval of development agreements within the City of Camas.

The approved Parklands at Camas Meadows development agreement proposed 42 single-family lots, four commercial buildings, and one mixed-use building with 24 units. The 42 single-family lots have been fully developed. Two commercial buildings have also been developed: a 20,000 sq. ft. two-story office building at 3517 NW Camas Meadows Drive and a 10,500 sq. ft. one-story medical office building at 3409 NW Camas Meadows Drive.

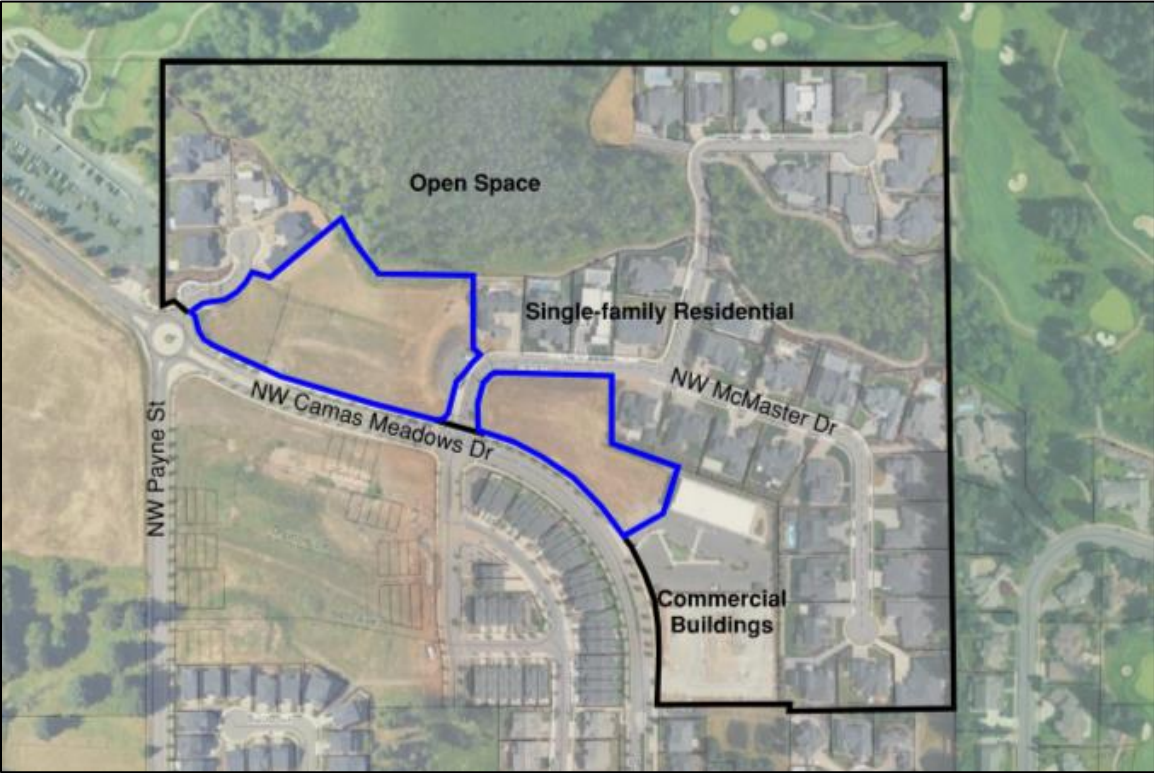
Three remaining lots along NW Camas Meadows Drive were contemplated for two additional commercial buildings and one mixed-use building with 24 residential units. This 4.82-acre area is outlined in blue in Figure 1. The owners of these properties have been unsuccessful in finding commercial users for these properties and have requested that the City amend the development agreement to allow for these properties to be developed with 11 single-family dwellings and eight townhomes.

The proposed development would be divided into two parts. Parcel nos. 986043914 and 986043913 located on the north side of NW Camas Meadows Drive, between NW Pittock Place

and NW McMaster Drive and owned by MAS1A LLC would be developed into eight single-family lots accessed off a new private street. Parcel no. 986043915 owned by VESTCAPITAL FUND II LLC is located between NW McMaster Drive and the existing two-story commercial office building. This would be developed into three single-family lots accessed from the existing NW McMaster Drive. Eight townhome units (consisting of two four-unit buildings) would also be developed, designed and sited to complement the existing commercial buildings.

A new pocket park would be developed on the northwest corner of NW Camas Meadows Drive and NW McMaster Drive. The park would consist of a play area, a picnic area, an open turf area, and a trail connection to the existing open space. The park will be owned and maintained by a homeowners association but will be accessible to the public. The owners would also be required to install a pedestrian crossing signal across NW Camas Meadows Drive connecting the park to the residential developments south of the project.

The proposal would result in 11 more single-family dwellings than currently allowed in the development agreement and 16 fewer multi-family units than the 24 currently allowed. It would also eliminate the three commercial buildings proposed in the current agreement.



**Figure 1: Parklands at Camas Meadows** The Parklands at Camas Meadows project is outlined in black. The proposed development agreement amendment would affect the two areas outlined in blue along NW Camas Meadows Drive.

Council may approve amendments to an existing development agreement at its discretion, following a public hearing.

**BENEFITS TO THE COMMUNITY:** The proposal would result in a project complementing the surrounding residential development and shift undeveloped commercial property into a developed residential use land use. The proposed pocket park would benefit nearby residents who do not have any City parks nearby.

**POTENTIAL CHALLENGES:** The proposal would result in a loss of almost five acres of commercial property and potential jobs and tax revenues.

**RECOMMENDATION:** Hold a public hearing to consider the proposed development agreement amendment at the April 21, 2025, Council meeting.

## Narrative for Masterco DA Amendment

### **Introduction**

In 2016, the property owner and the City entered a development agreement for the subject property to serve as an overlay of approved uses and development standards. At that time, pre-COVID, the City planned the property for mixed-use, but with similar uses allowed. An initial master plan was incorporated in the development agreement, for predictability purposes, but has since been met with resistance in both limited demand for commercial uses and strong neighborhood opposition of additional commercial buildings. As the area, known as the Archery District, has evolved, it has become increasingly evident that an update to the greater vision for development might not only be reasonable, but necessary.

### **Project**

Pads 1 and 2: The property owner is proposing a short plat subdivision, including eight single family homes and a public park on parcels 986043913 and 986043914 (also known as Pads 1 and 2), located west of NW McMaster Drive. This project will seamlessly tie in with the existing Parklands subdivision. In keeping with the “Parklands” theme, approximately 15% of pads 1 and 2 would be designated as public park area and serve as a public trailhead to the future Heritage Trail connection. The park will be available to the public, while maintained by the Parklands HOA. Vehicle access is by a private street extending into the site from NW Pittock Place, which forms the west edge of this site, with a turnaround that would allow for a contiguous park. The existing curb cut, providing access to Pad 1 and 2, would be removed to improve the flow of traffic on Camas Meadows Drive.

Pad 3: The remaining parcels are bisected by NW McMaster Drive and includes parcel 986043915 (also known as Pad 3), which lies east of that street. This site is designated for development of three single family lots and two, four-unit townhouse buildings. The townhouses will be on individual lots. The single family lots will be accessible from NW McMaster Drive, while the townhouses will take vehicle access from the private driveway that leads to the southeast corner of this parcel.

## Amendment Proposal

Limiting Conditions: The proposed project aligns with the development agreement, with the exception of the following limiting conditions: a) The property may be developed with a maximum of 42 single family lots and 24 apartment or condo units, and b) a minimum of 90,000 square feet of business park building space. These conditions take into account the original master plan as a whole, encompassing the greater Parklands subdivision and all of its existing 42 homes.

Proposed Amendments: The proposed amendments include a) an increase in the number of allowed single family lots, from 42 to 53 lots (allowing for a total of 11 more single family lots in exchange for less apartment or condo units), and b) removing the condition for a minimum amount of square footage of business park building space.

## Supporting Evidence

a) Planned land use redesignation (2025): A new comprehensive plan update, proposed by the City, to change the land use designation of the subject site is already scheduled for completion by the end of this year. **This new land use designation would change the existing LI/BP zoning to residential low density, which is consistent with our proposed amendment and a great indication that our goals are aligned.** Pursuing this amendment, as opposed to waiting for the land use redesignations, would allow this project to proceed without extensive delays and benefit all through the allocation of a public park and trailhead.

b) Spirit of the Development Agreement: The designation of 15% of the total area of Pads 1 and 2 to a public park meets the approved uses in the current development agreement and zoning. This updated site plan was thoughtfully designed in keeping with the spirit of the development agreement and its "similar use" permissions. Development and setback standards for the newly proposed site plan are incorporated herein and consistent with the preservation of open space and trail development, per the development agreement.

c) Commercial Performance: When the development agreement was created, pre-COVID, the City planned the property for commercial uses, with a business park having been developed in phases west of the site (between 15 and 20 years ago). Within the Parklands subdivision, roughly half of the total area designated for commercial or mixed-use under the development agreement has been constructed, including a retail/office building and a medical building, originally referred to as

buildings 4A and 4B in the plat, respectively. Since the pandemic, the demand for additional commercial space has lagged well behind expectations, with building 4A remaining predominantly vacant.

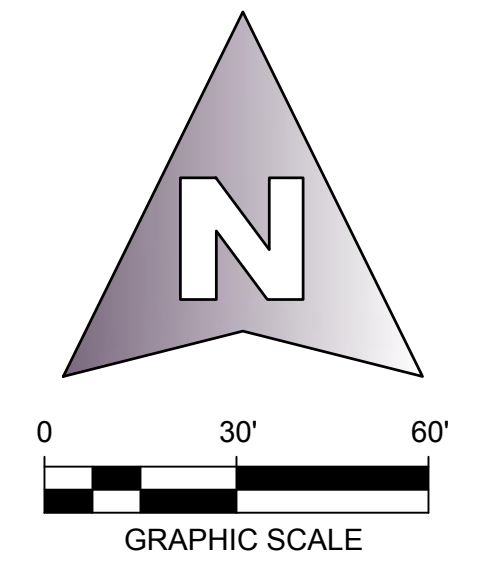
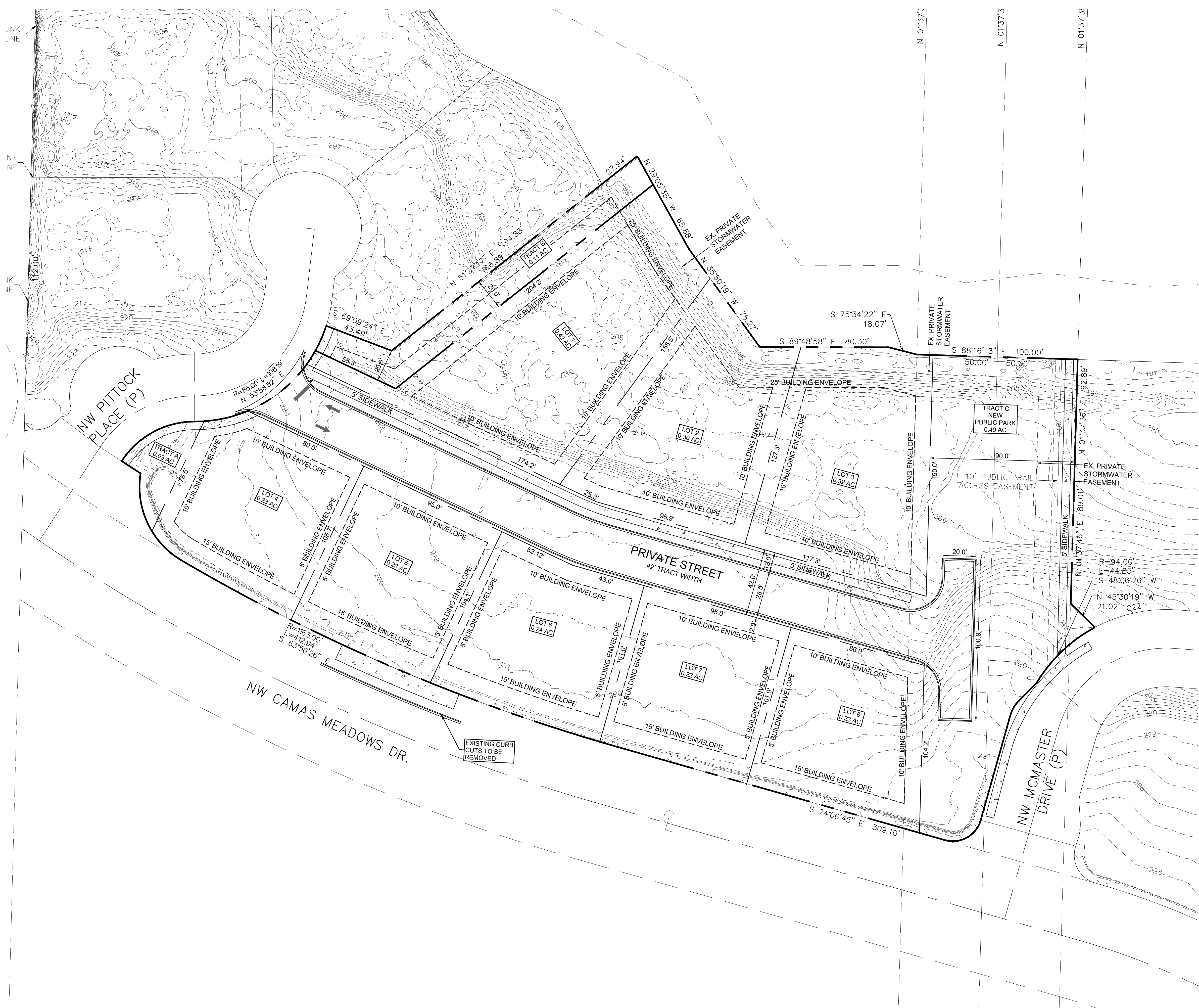
The City has also recognized that this neighborhood is geographically removed from the Lake Road arterial where commercial development is concentrated. That development includes the TSMC property, and smaller retail uses like the Oak Tree Station food court, the Hammond Kitchen and Craft Bar, and COSTCO.

d) Residential Performance: The demand for premium residential lots has remained exceptionally strong within the area and the adjacent Parklands community. The average lot size of the proposed project is unlike anything planned or remaining in the Archery District, which would suggest a healthy demand.

e) Neighborhood Support: The Parklands HOA has actively collaborated on this project for the expansion of the subdivision, including all relative design and logistics. A letter of support for the proposed amendment and new site plan has been produced by the HOA, which speaks on behalf of all 42 homeowners.

The Parklands is composed of entirely custom homes, most of which participated in the coveted Parade of Homes, showcasing the incredible work and craftsmanship of local builders. The Parklands is a place where many built their dream homes, or found it, nestled within its secure borders and in perfect harmony with the wetlands. This small, proposed expansion of the Parklands is, what many consider, the missing piece and ultimate compliment to the subdivision.





**LEGEND**

- STORMWATER COLLECTION TOWERS
- BUILDING ENVELOPE
- 10' PRIVATE STORMWATER EASEMENT
- PROPERTY LINE
- NEW CONCRETE

**REVISIONS**

BY	DATE	DESCRIPTION

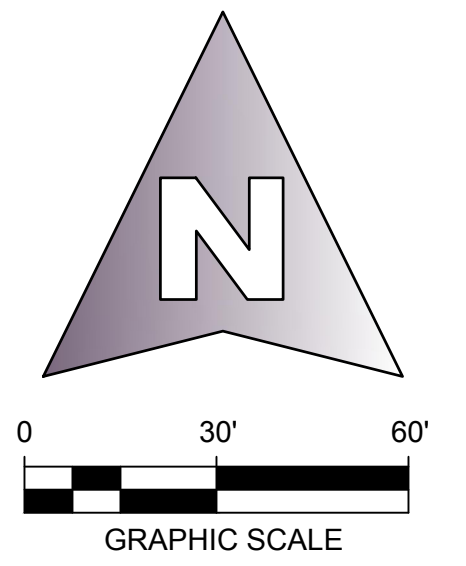
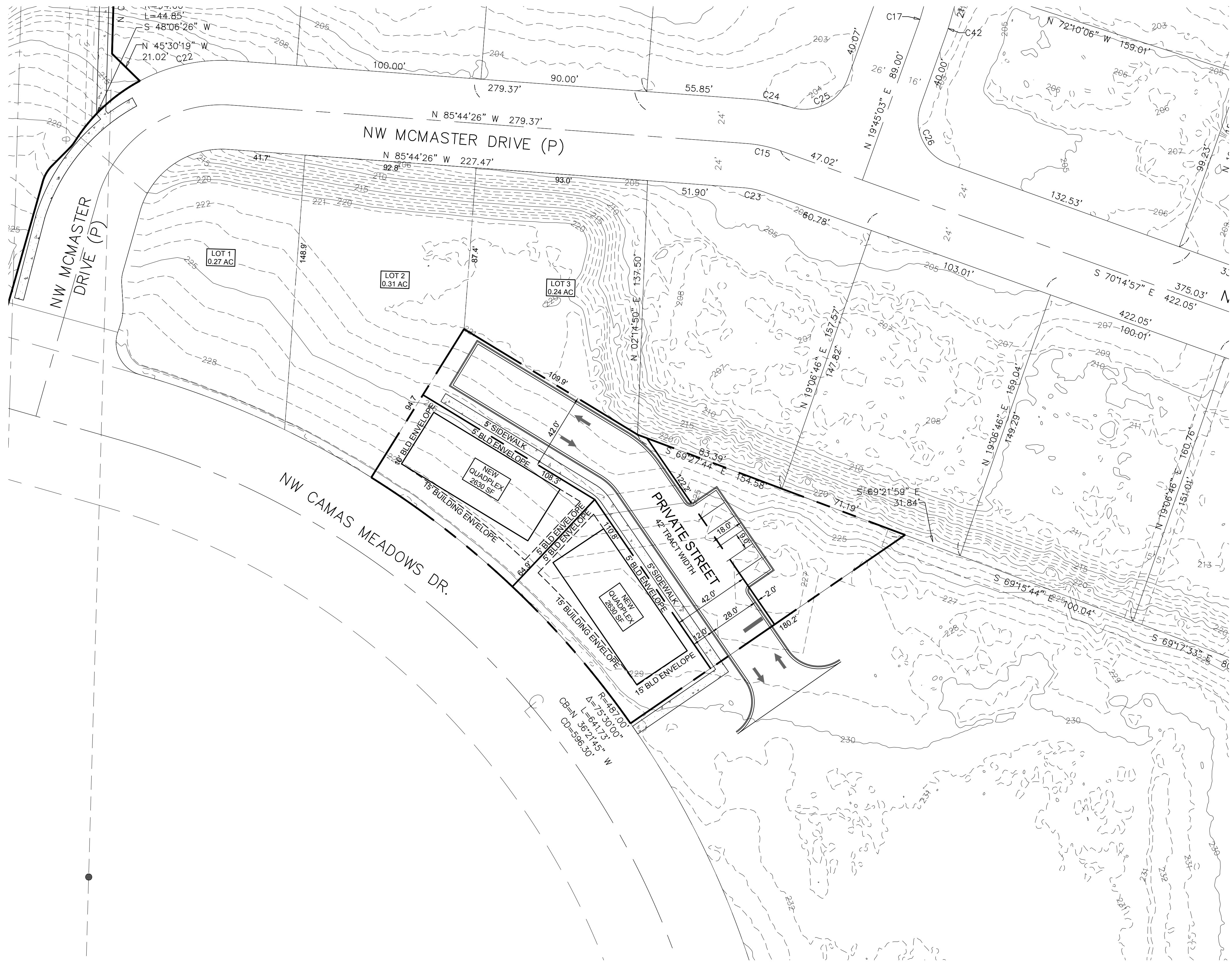
PROJECT: NEW SUBDIVISION  
 3711 & 3815 NW CAMAS MEADOWS DR  
 CAMAS, WA 98607

CLIENT: PRELIMINARY SITE PLAN

DATE: 10/2/24  
 DRAWN BY: NAVD 88

SCALE: 1" = 30'

SHEET NO: **3C**



**LEGEND**

- BUILDING ENVELOPE
- - - - - PROPERTY LINE
- NEW CONCRETE

REVISIONS

BY	DATE

PROJECT: NEW SUBDIVISION  
 3711 & 3815 NW CAMAS MEADOWS DR  
 CAMAS, WA 98607

CLIENT: PRELIMINARY SITE PLAN 2  
 SCALE: 1" = 30'  
 DATE: 11/12/24  
 DRAWN BY:

SHEET NO:

**4**



Clark County, Washington  
Auditor's Office

Receipt: 463865

Product	Name	Extended
AGR	AGREEMENT	\$111.00
<small>Document# 5268706, Related to Real Estate true, No Charge false, Phone Number 503-319-4021</small>		
<b>Total</b>		<b>\$111.00</b>
Tender (Check)		\$111.00
<small>Check# 56060064, Paid By AARON M BARR</small>		

Thank You 360-397-2208

Mon Mar 28 12:59:19 PDT 2016 MD

5268706 AGR

RecFee - \$111.00 Pages: 39 - AARON BARR  
Clark County, WA 03/28/2016 12:59



Item 1.

After recording, return to:

Aaron Barr  
Parklands at Camas Meadows  
1903 SE 12th Ave  
Camas, WA 98607

Space Above for Recording Information Only  
Parcel # 175948-000 # 21 SEL 28 TZNR 3EW M  
Parcel # 986031-050 # 68 SEL 28 TZNR 3EWM

**DEVELOPMENT AGREEMENT**

This Development Agreement (the "Agreement") is made and entered into by and between the CITY OF CAMAS, a Washington Municipal Corporation (hereinafter referred to as the "City") and Parklands at Camas Meadows, LLC (hereinafter referred to as the "Owner") (and collectively referred to as "Parties").

**RECITALS**

**WHEREAS**, Owner owns or controls certain real property that is located within the City's municipal boundary and that is more fully described within the Master Plan and attached Exhibit "A", (hereinafter referred to as the "Property"); and,

**WHEREAS**, the City and the Owner recognize this area will develop with multiple uses and wish to provide predictability about the development standards that will apply to the Property over the course of its full development in order to increase efficient use of urban services and land, and provide compatibility amongst the various phases of the Property as they develop; and,

**WHEREAS**, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and,

**WHEREAS**, the City has established a Mixed Use Planned Development Overlay Zone (hereinafter referred to as "MXPD") applicable to a portion of the property; and,

**WHEREAS**, development of land under the MXPD requires approval of a Master Plan and Development Agreement; and

**WHEREAS**, the Washington State Legislature has authorized the execution of Development Agreements between local governments and a person having ownership or control of real property within its jurisdiction pursuant to RCW 36.70B.170(1); and,

**WHEREAS**, pursuant to RCW 36.70B.170, a Development Agreement may set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement; which statute provides:

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement shall be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW; and

**WHEREAS**, the legislative findings supporting the enactment of this section provide:

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources escalate housing costs for consumers and discourage the commitment to comprehensive planning that would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements; and

**WHEREAS**, for the purposes of this Agreement, “Development Standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and,

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Section 1. Development Agreement.** This Agreement is a Development Agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract between the Owner and the City upon its approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170; and upon execution by all parties.

**Section 2. Term of Agreement.** This Agreement shall commence upon the Effective Date, and shall be valid for a period of Ten (10) years; unless extended or terminated by mutual consent of the Parties; provided however, if this Agreement or any initial land use applications related to the Property and filed within one year of the effective date of this Agreement, are appealed, the term of this Agreement shall be tolled for the time during which the appeal is pending or 18 months, whichever is less. The “Effective Date” shall be the date of recording, which shall occur within thirty days of the date of the adopting Resolution.

**Section 3. Vesting.** Any land use applications submitted with respect to the Property during the term of this Agreement, shall be vested to the following land use regulations and Development Standards in effect on the effective date of this Agreement CMC title 16.01-16.21; CMC 16.31; CMC Title 17 and CMC Title 18 (through Ordinance 15-017), unless otherwise provided for in this Agreement through Exhibit “B” Dimensional Standards or Exhibit “C” MXPD Employment Uses. Any land use approvals affecting the Property issued after the effective date of this Agreement shall remain in effect during the term of this Agreement; provided however, that preliminary plat approvals shall be valid for a period of seven years from the date of the approval, regardless of whether the end of such seven years occurs during or after the term of this Agreement. The vesting provided for under this Agreement shall not apply to System Development Charges, Impact Fees or application or review fees.

**Section 4. Master Plan.** Parties agree to incorporate by reference **Exhibit D** The Parklands at Camas Meadows Master Plan (Master Plan) dated *January 14, 2016* as the Master Plan for development of the Property. The Master Plan provides the Parties with predictability regarding the future development of the Property. Minimum dimensional standards that the Owner shall utilize for development under the Master Plan are provided for in Exhibit “B”. Owner agrees to make best efforts to obtain permits and construct a natural loop path and wetland interpretive overlook within a public access easement, to be maintained by the Owner consistent with the Master Plan. The trail and overlook will be constructed concurrent with the subdivision improvements for the initial phase. Consistent with Camas Municipal Code (CMC) 18.09.060 D. the lot size, width, depth and setback standards applicable to the R-15 portion of the site as shown on Exhibit “B” are herein negotiated consistent with the preservation of open space and trail development. The property may be developed with a maximum 42 single family lots, maximum 24 residential units in Building 2 of the business park, and a minimum of 90,000 square feet of business park building space. A number of studies have been completed that aided in the master plan as well as subdivision application already submitted to the city. Those studies include:

Phase 1 Environmental Site Assessment, Columbia West Engineering, Inc., August 31, 2015

Existing Conditions & Boundary Survey – without Trees (Sheets 1 and 2), Minister-Glaeser Surveying, Inc., December 10, 2015.

Existing Conditions & Boundary Survey – with Trees (Sheets 1 and 2), Minister-Glaeser Surveying, Inc., December 10, 2015.

City of Camas Archaeological Predetermination Survey of 542 NW 218th Ave, Camas, Washington, Applied Archaeological Research, Inc., March 17, 2015.

Parklands Executive Residential Subdivision And Parklands Business Park: Preliminary Stormwater Design Report (TIR), Kessi Consulting, January 24, 2016.

Parklands at Camas Meadows Traffic Impact Study, H. Lee & Associates, November 18, 2015

Wetland Delineation Report for Parklands at Camas Meadows Camas (Final Report), Washington, Ecological Land Services, Inc., December 15, 2015.

Geotechnical Site Investigation Parklands at Camas Meadows Camas, Washington, Columbia West Engineering, Inc., June 23, 2015.

**Section 4.1 SEPA.** The City issued a SEPA determination of nonsignificance regarding this Agreement and the Master Plan (**SEPA 15-14**). Impacts that are identified at future stages of the development that have been previously analyzed through this SEPA process shall not be re-analyzed, provided the future identified adverse impacts are substantially similar to and of the same or less intensity as those previously analyzed under this or other SEPA processes. Nothing in this Section shall preclude the City from requesting information on the potential adverse environmental impacts associated with a substantial change in the master plan that have not been previously analyzed as required under the State Environmental Policy Act.

**Section 4.2 Flood Plain & Floodways.** The Property includes land designated by the National Flood Insurance Programs (NFIP), Map Number 53011C0414D, with an effective date of September 5, 2012, as a Special Flood Hazard Area Subject To Inundation by the 1% Annual Chance Flood (Zone AE). Parties recognize the area under Zone AE are “frequently flooded areas” as defined in the Camas Municipal Code and as such no lot or portion of a newly created lot will be proposed, designed or platted to include any portion of the site Zoned AE under the aforementioned NFIP Map. All portions of the Property Zoned AE shall be placed in an Open Space tract at the time of plat approval.

**Section 4.3 Phasing.** Only the single family residential shall be required to build structures in phases. With the exception of the half-width street improvements along the entire frontage and all street-scaping per the submitted plan, which shall be completed prior to final platting of any residential lots, the Owner will have the ability to install roads, utilities, etc. as one complete project, provided a grading plan is submitted in advance to the City. The lots within the existing R-15 area shall be released upon subdivision approval. The ten (10) lots within Phase 2 shall be released upon the business park being graded, platted and ready for a prospective user to submit for site plan review. The final eight (8) lots within Phase 3 shall be released once building permit is acquired on either business park Building 2, 3, 4 (4A), or 5 (4B).

**Section 4.4 Streetscape.** Owner agrees to incorporate into its development application submittal package streetscape standards for primary streets within the Property addressing street specifications, tree spacing and species, sidewalk separation, trash receptacles, benches and other street amenities that will create an inviting, safe passage for not only vehicular but pedestrian and bicycle traffic. Streetscape standards will be consistent with the streetscape standards identified in the Master Plan. The Business Park Owners (or representative building association) are responsible to privately maintain all of the public streetscape and vegetation along their half street frontage of Camas Meadows Drive, including the pedestrian path and full width of any street center or median planter strips.

**Section 4.5 NW Larkspur Street.** All road barricades preventing circulation on NW Larkspur Street shall remain in place pending analysis of traffic and roadway conditions in the vicinity of the Property, and shall only be removed at the sole discretion of the City.

**Section 5. Remedies.** Should a disagreement arise between the City and Owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the

disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

**Section 6. Performance.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

**Section 7. Venue.** This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

**Section 8. Severability.** If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.


**Section 9. Inconsistencies.** If any provisions of the Camas Municipal Code or Master Plan are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

**Section 10. Binding on Successors and Recording.** The rights and obligations created by this Agreement are assignable and shall be binding upon and inure to the benefit of Owner, the City, and their respective heirs, successors and assigns. Only Owner and the City or their assigns shall have the right to enforce the terms of this Amendment. This Agreement shall be recorded against the real property indicated in the Master Plan with the Clark County Auditor.

**Section 11. Recitals.** Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

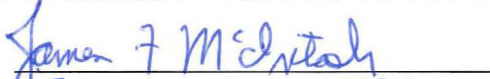
**Section 12. Amendments.** This Agreement may only be amended by mutual agreement of the parties. While nothing contained herein shall be construed to obligate either party to amend the Master Plan, it is recognized that future evolution of the City may warrant consideration of such issues. The City reserves authority to impose new or different regulations to the extent required by a serious threat to public health and safety pursuant to RCW 36.70B.

IN WITNESS WHEREOF, the parties hereto have caused this to be executed as of the dates set forth below:

CITY OF CAMAS  
By   
Title Mayor

PARKLANDS @ CAMAS MEADOWS, LLC  
By   
Title Manager

CHINOOK LAND OWNERS GROUP OF VANCOUVER, WASHINGTON, LLC

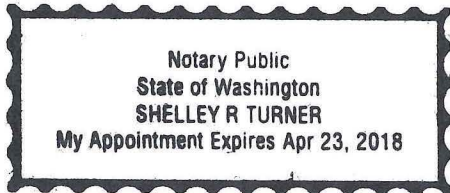
By   
Title GENERAL MANAGER



STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

I certify that I know or have satisfactory evidence that James McIntosh is the Person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the **Development Agreement** of Parklands @ Camas Meadows, LLC to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 3/28/16

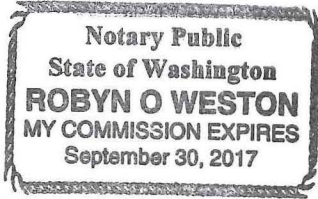


Shelley Turner  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Skamania / Carson  
My Commission Expires: April 23, 2018

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that AARON BARR is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Development Agent of Parklands @ Camas Meadows, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 24, <sup>2016</sup>~~2015~~.



Robyn O. Weston  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Clark  
My Commission Expires: 9/30/2017

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Scott Higgins is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Mayor of the CITY OF CAMAS, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 21, 2016.



Bernie Bacon  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Clark  
My Commission Expire 9/18/19

## **EXHIBIT A: PROPERTY DESCRIPTION**

The project site is located just east of Camas Meadows Golf Course Club House and just north of Camas Meadows Drive, in Camas, Washington 98607, in the SE & SW  $\frac{1}{4}$  of Sec. 28, T2N, R3E, W.M. The site is comprised of two (2) parent parcels plus the existing 74 foot wide public City ROW for Camas Meadows Drive. The abbreviated legal description for the two parcels is:

**Parcel 175948-000**

#21 SEC 28 T2NR3EWM 15.72A

**Parcel 986031-650**

#68 SEC 28 T2NR3EWM 20.97A

## EXHIBIT "B" DIMENSIONAL STANDARDS

The master plan community will implement the following development standards that provide for flexibility in creating a high quality design. The master plan includes 42 executive single-family lots, 24 mixed-use living units on upper stories of Building #2, and at least 90,000 square feet of business space.

Development Standard	Single Family (R-15)	Single Family (BP)	Non-Single Family (BP)
<b>A. New Lot Dimensions</b>			
Minimum lot size (square feet)	15,000	15,000	8,000
Maximum lot size (square feet)	Note 1	Note 1	Note 1
Minimum lot width (feet)	80	80	80
Minimum lot depth (feet)	90	90	100
Maximum building lot coverage <sup>2</sup>	50% 60% with ADU	50% 60% with ADU	50%
Maximum building height (feet)	35	35	100
<b>B. Setbacks</b>			
Minimum front yard (feet)	25	25	15 <sup>4</sup>
Minimum side yard and corner lot rear yard (feet)	10 5 (ADU or accessory buildings)	10 5 (ADU and accessory buildings)	15 <sup>4,6</sup>
Minimum side yard flanking a street (feet)	10	10	10 <sup>4</sup>
Minimum rear yard (feet)	25 5 (ADU or accessory buildings)	25 5 (ADU or accessory buildings)	50 <sup>3</sup>
Minimum lot frontage or access easement on a cul-de-sac or curve (feet)	40 <sup>5</sup>	40 <sup>5</sup>	N/A
Minimum flag lot width	20	20	N/A

Note 1: No Limitation.

Note 2: Includes all covered buildings and structures accepting therefrom accessory dwelling units (ADU's).

Note 3: May be reduced to ten feet if a transition element is utilized that includes natural vegetation for screening.

Note 4: Right of way to building face. Parking areas can be setback five feet from property line, per the landscaping plan contained within the approved master plan.

Note 5: Access to two lots or less may be designed and established as an easement rather than a tract.

Note 6: No commercial building may be located closer than 75 feet to a residential lot existing on the effective date of this Agreement.

## EXHIBIT "C" MXPD EMPLOYMENT USES

The following are a list of permitted uses within the MXPd Employment area. Similar uses are permitted in the zone district at the discretion of the community development director. Unless otherwise listed or permitted as a similar use, a use shall be prohibited or subject to amendment of the Development Agreement.

Uses
Antique shop
Appliance sales and service
Bakery (wholesale)
Bakery (retail)
Banks, savings and loan
Barber and beauty shops
Book store
Bowling alley/billiards
Building, hardware and garden supply store
Cabinet and carpentry shop
Candy, confectionery store
Cart vendors
Clothing store
Coffee shop, cafe or kiosk
Convention center
Day care center
Day care
Delicatessen (deli)
Department store
Electric vehicle battery charging station and rapid charging stations
Equipment rental
Event center
Fitness center/sports club
Funeral home/crematorium
Florist shop
Food delivery business
Furniture store
Grocery, neighborhood, small or large scale
Hospital, emergency care

<b>Uses</b>
Hotel, motel
Laundry/dry cleaning (retail)
Laundry (self-serve)
Liquor store
Machine shop
Medical or dental clinics (outpatient)
Nursery, plant
Nursing, rest, convalescent, retirement home, memory care, assisted living
Office supply store
Pawnshop
Parcel freight depots
Pet shops
Pharmacy
Photographic/electronics store
Printing, binding, blue printing
Professional or Business office(s)
Public agency
Recycling collection point
Research facility
Restaurant
Restaurant, fast food
Roadside produce stand
Second-hand/consignment store
Shoe repair and sales
Specialty goods production (e.g. brew pub; does not include marijuana).
Taverns, pubs, bars
Theater, except drive-in
Veterinary clinic
Warehousing, bulk retail
<b>Manufacturing and/or processing of the following:</b>
Cotton, wool, other fibrous material
Food production or treatment
Foundry

<b>Uses</b>
Furniture manufacturing
Metal fabrication and assembly
Signs or other advertising structures (Billboards prohibited)
Electronic equipment
<b>Industrial Uses:</b>
High-tech industry
Manufacturing of miscellaneous goods (e.g. medical, musical instruments, toys, vehicle parts)
Optical goods
Packaging of prepared materials
Scientific and precision instruments
<b>Recreational or Organizational Uses:</b>
Auditorium
Community club
Church
Golf course/driving range
Library
Open space
Park or playground
Sports fields
Trails
<b>Educational Uses:</b>
College/university
Junior or senior high school
Trade, technical or business college
Residential flats, apartments or condos (up to 24 units on third floor and above of Building #2 only; bottom two floors commercial or light industrial employment uses only)
Electrical vehicle infrastructure
Facilities, minor public
Temporary Uses (as per Camas Municipal Code)

**EXHIBIT D: PARKLANDS AT CAMAS MEADOWS  
MXPD MASTER PLAN**



## PROJECT NARRATIVE

The proposed Parklands at Camas Meadows combines a 20.9-acre site parcel zoned single-family 15,000 square foot lots (R-15) with a 15.5-acre parcel zoned Business Park (BP). A feasible, high quality development can be achieved by joining the two properties into a single master plan community. Leaving the two parcels to develop separately would result in a lower quality residential neighborhood with very little market interest in the business park, as the infrastructure costs would make commercial development prohibitive.

This mixed-use master plan development proposes to subdivide the business park into five commercial buildings totaling at least 90,000 square feet of business space, 24 living units integrated into one of the commercial buildings, and 18 single-family residential lots. The R-15 property will provide another 24 single-family lots, while preserving 11 acres of natural open space and buffers. A natural surface walking trail may be constructed within the wetland buffer to provide a nature trail system for the project and the community. All single-family lots will be integrated into a single gated neighborhood providing high-end executive living. The single-family lots will have a minimum size of 15,000 square feet.

The commercial buildings will house a diversity of business operations that are anticipated to create at least 300 jobs. Building 1 has approximately 3,000 square foot floor plate with the potential for a second or third floor and a drive-thru. Building 2 is a minimum 19,000 square feet per floor, with two floors of commercial space, 24 residential living units above the commercial space. Building 3 is approximately 20,000 square feet with tuck under parking on the north side. Building 4 (areas A & B) is approximately 31,000 square feet per floor, if constructed as a single building, with the opportunity of loading bays for potential distribution center users. The applicants envision an artisan market that would occur on weekends during late spring through early fall.

Several new private internal roads will be constructed to serve the newly created lots. A half-width road of NW Camas Meadows Drive will be extended from the existing cul-de-sac to the eastern property line of the PP&L easement along the southern site boundary.

All lots will be connected to municipal water and sewer systems. Storm water runoff from the new impervious surface will be collected and routed to a regional storm water facility where it will be treated and released or infiltrated where possible in accordance with City standards.

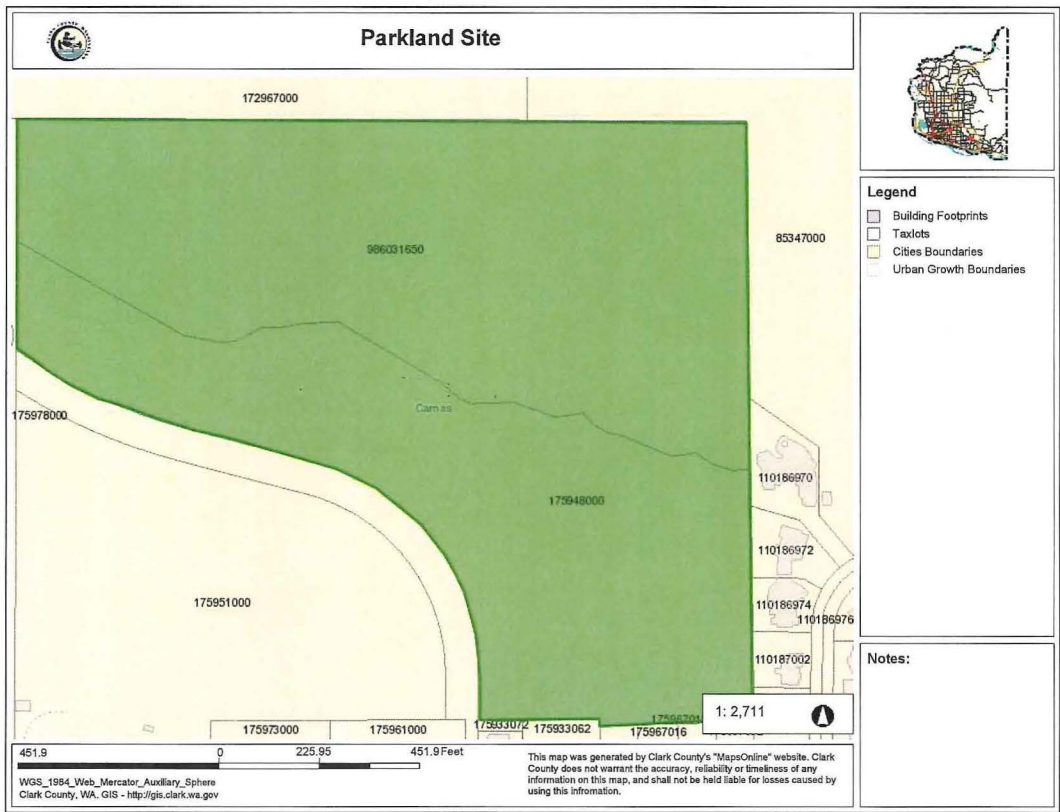
The subdivision will be developed in multiple independent phases as noted on the Site Plan.

# LEGAL DESCRIPTION

The project site is located just east of Camas Meadows Golf Course Club House and just north of Camas Meadows Drive, in Camas, Washington 98607, in the SE & SW ¼ of Sec. 28, T2N, R3E, W.M. The site is comprised of two (2) parent parcels plus the existing 74 foot wide public City ROW for Camas Meadows Drive. The abbreviated legal description for the two parcels is:

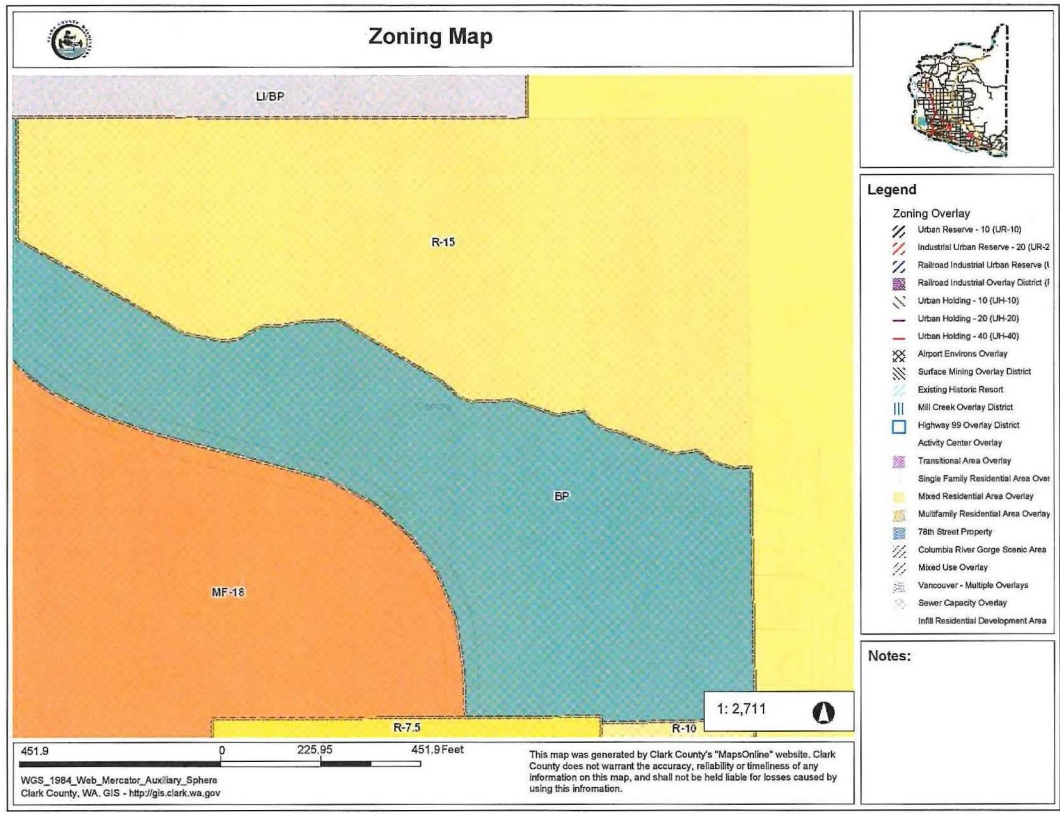
**Parcel 175948-000**  
#21 SEC 28 T2NR3EWM 15.72A

**Parcel 986031-650**  
#68 SEC 28 T2NR3EWM 20.97A



# EXISTING LAND USES & ON-SITE STRUCTURES

Neither of the two parcels have any existing structures. Tax parcel 986031-650 is zoned single-family 15,000 square foot lots (R-15). Tax parcel 175948-000 is zoned Business Park (BP).



## **SITE MAP SHOWING EXISTING CONDITIONS**

The subject site has both topography and wetland areas that will be incorporated into the development. The BP parcel has slopes that fall 30 feet across the property with the highest point along Camas Meadows Drive extension (south property line). The slopes are not steep enough to be considered “Critical”. Nevertheless, developing commercial buildings within varying grades is financially infeasible. There is a flat 3.5 acre area in the southeast portion of the site. However this area abuts an existing residential neighborhood that could require a substantial setback to mitigate the introduction of a higher intensity use. This would likely further reduce the buildable area to less than three (3.0) acres and result in only one commercial building with no more than a 30,000 square foot floor plate. This is substantially less than the proposed plan. By approving the proposed mixed-use master plan, the new single family lots within the BP area create a transition between the new development and the existing neighborhood as well as produce the financial resources to develop the rest of the BP area into commercial buildings, thereby maximizing the job creation opportunities. At least 90,000 square feet of building space is intended under the proposed master plan.

The 20.9-acre R1-15 single-family site has an 11-acre wetland (including 50 foot buffer). A wetland determination and mitigation study has been completed by ELS for the wetland and buffers as shown on the plan. The applicant is proposing to enhance the wetland and buffer areas. Due to the level of enhancement proposed, the required buffer between the proposed development areas and the wetland itself will be 50 feet.

With more than half the parcel impacted by the wetland, the only feasible option to develop the parcel is either integrate the site with the BP parcel or develop as a smaller lot Planned Residential Development (PRD); as a PRD, the site could be developed with over 60 housing units. The applicant has chosen to proceed with maintaining large executive lots and integrate the wetland as a centerpiece into the master plan community as well as a backdrop to the business park. Without the wetland, the site could be developed with approximately 45 lots, after accounting for roads and infrastructure. The proposed master plan has 42 large executive lots.

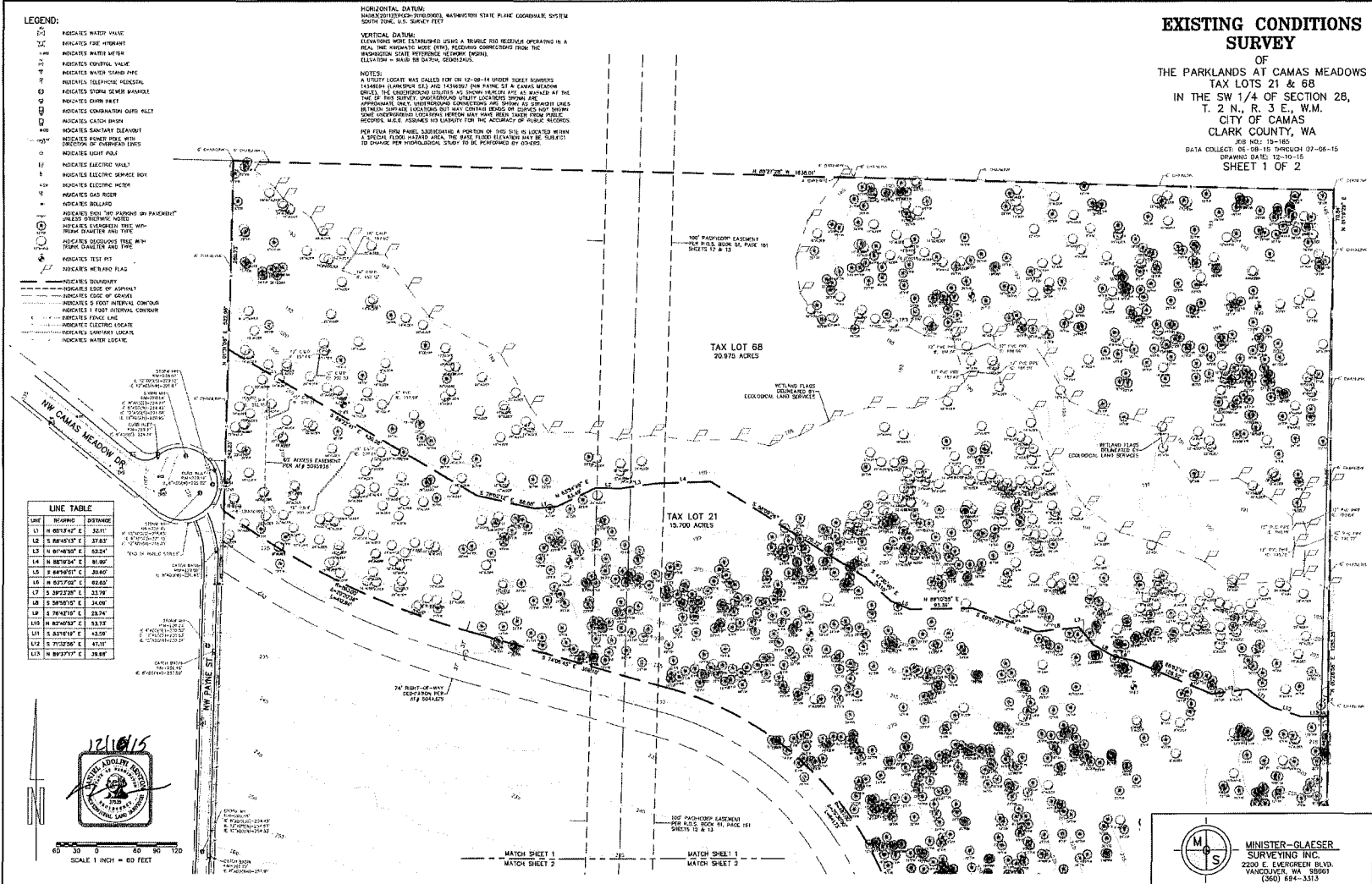
The Existing Conditions Survey is presented on pages 13-14.

Planning Solutions completed a tree survey of both parcels identifying all trees outside of the wetland. The site has historically been a part of an archery club, where sportsmen and hunters could hone in their bow skills. The trees have always been managed (i.e. cut, thinned, etc.) by the archery club. Development of the site will require extensive grading and the placement of roads and structures that will require removal of trees within the development area. Tree replanting will occur along streetscapes, parking lots, landscaping, wetland, wetland buffer, and open space. The following map depicts the trees currently onsite and those that will be removed to accommodate the planned structures.

The Tree Survey Maps are contained on pages 15-17.

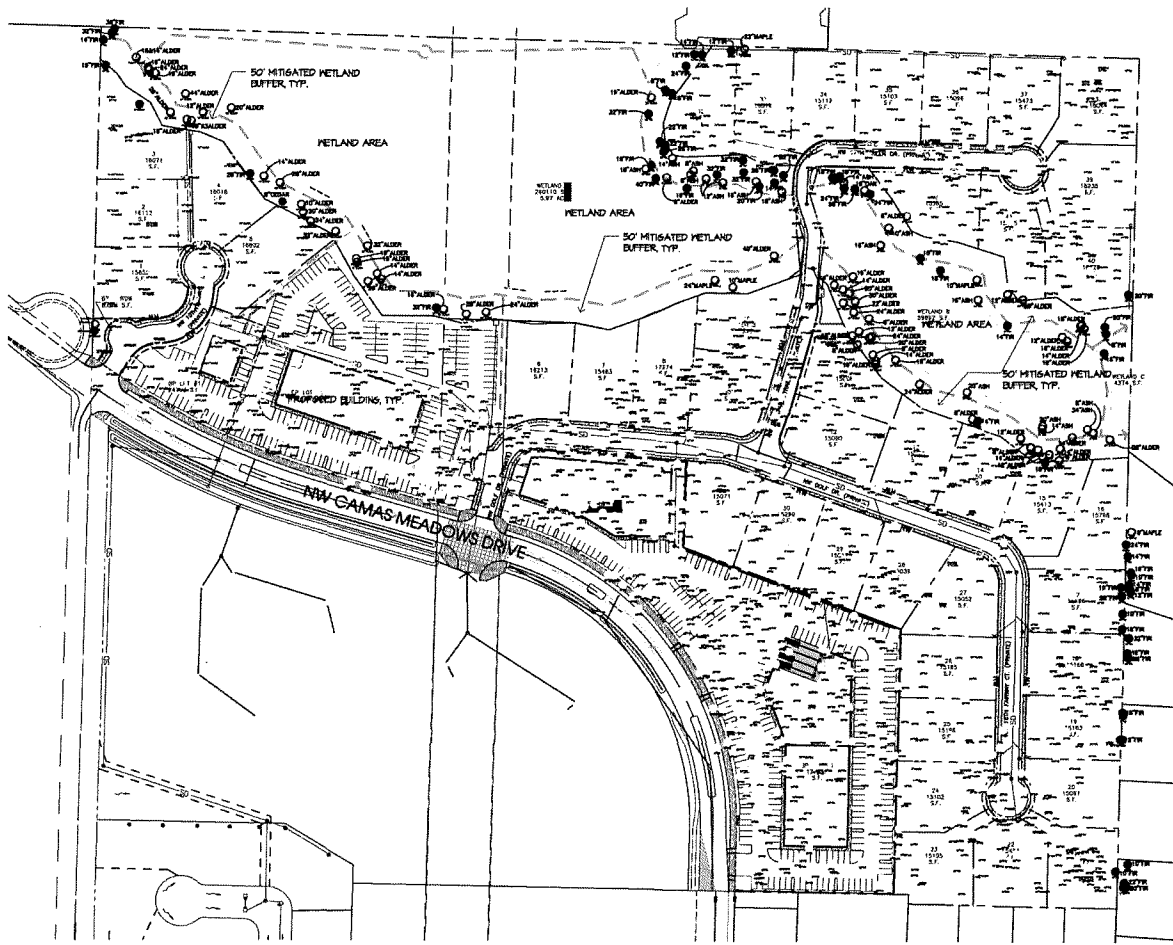












SYMBOL LEGEND	
SYMBOL	DESCRIPTION
●	EXISTING TREE TO BE RETAINED
○	EXISTING TREE TO BE REMOVED, REFER TO TREE SURVEY FOR SPECIES AND SIZES.

TREE LOCATIONS AND SIZES HAVE BEEN OBTAINED FROM AN EXISTING CONDITIONS SURVEY PROVIDED BY H46 SURVEYING. SURVEYOR TO LOCATE TREES ALONG PROPERTY LINE. NO TREE WITH ANY PORTION OF THE TREE TRUNK ON NEIGHBORING PROPERTY OR OFF-SITE SHALL BE CUT DOWN WITHOUT CONSENT OF CO-TENANT NEIGHBOR. ALL TREES WITHIN WETLAND AREAS (NOT SHOWN) SHALL BE RETAINED.

**TREE PROTECTION STANDARDS**

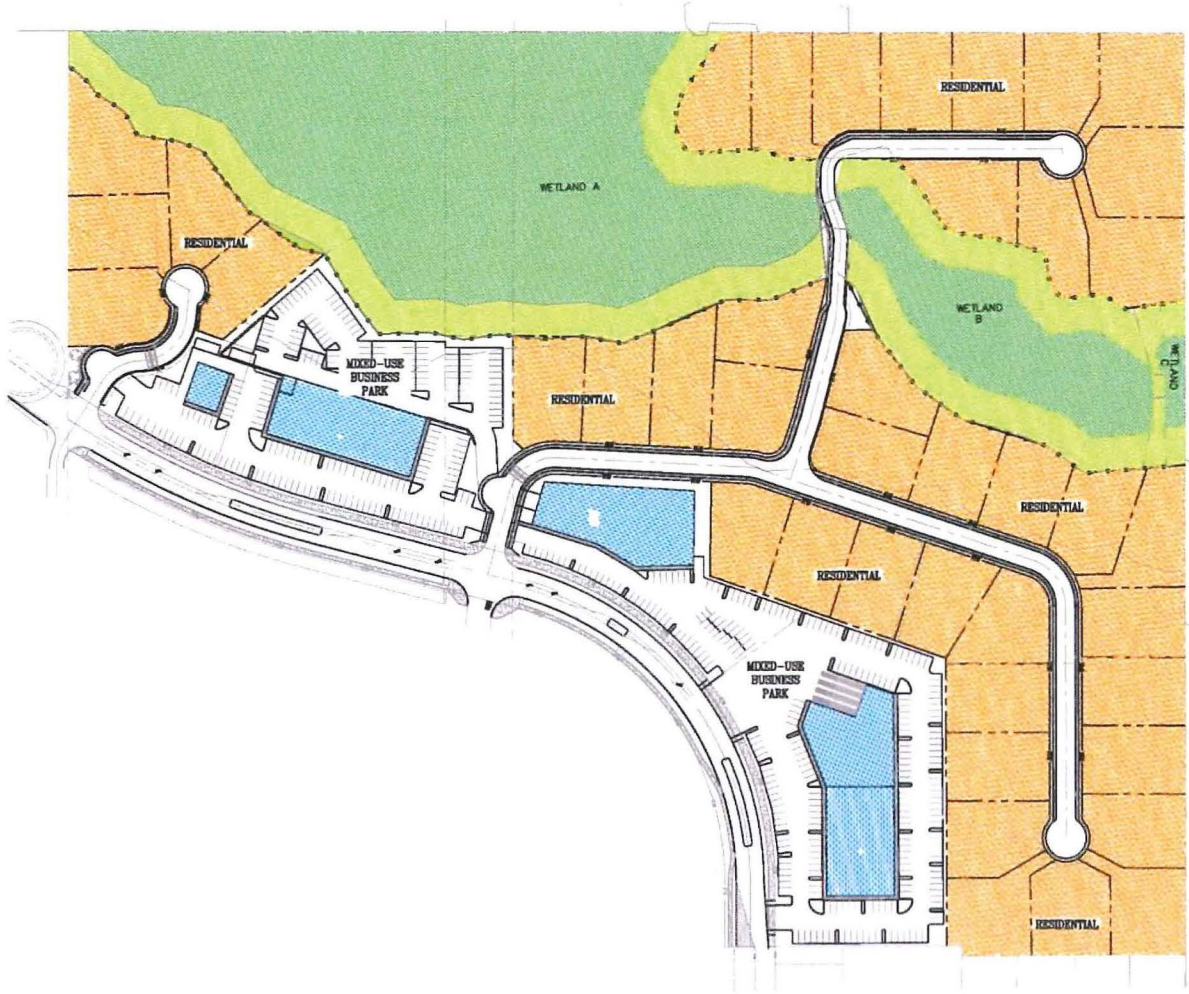
- WHERE NOTED BELOW THE CRITICAL ROOT ZONE SHALL BE DEFINED AS A RADIUS AROUND EACH TREE EQUAL TO ONE FOOT OF RADIUS PER 1 INCH OF TREE DBH (DIA. AT BREAST HEIGHT).
- PLACING MATERIALS NEAR TREES, NO PERSON MAY CONDUCT ANY ACTIVITY WITHIN THE PROTECTED AREA OF ANY TREE DESIGNATED TO REMAIN, INCLUDING, BUT NOT LIMITED TO, PARKING EQUIPMENT, PLACING SOLVENTS, STORING BUILDING MATERIAL, AND SOIL DEPOSITS, DUMPING CONCRETE WASHOUT AND LOCATING BURN HOLES.
  - ATTACHMENT TO TREES DURING CONSTRUCTION, PERSON SHALL ATTACH ANY OBJECT TO ANY TREE DESIGNATED FOR PROTECTION.
  - PROTECTIVE BARRIERS, BEFORE DEVELOPMENT, LAND CLEARING, FELLING OR ANY LAND ALTERATION, THE APPLICANT:
    - SMALL TREES AND MAINTAIN READILY VISIBLE PROTECTIVE TREE FENCING ALONG THE OUTER EDGE AND COMPLETELY SURROUNDING THE PROTECTED AREA OF ALL PROTECTED TREES OR GROUPS OF TREES, FENCES SHALL BE CONSTRUCTED OF GAIN LINK OR OTHER APPROVED MATERIAL AND AT LEAST FOUR FEET HIGH UNLESS OTHER TYPE OF FENCING IS AUTHORIZED BY THE CITY OF CAMAS.
    - MAY BE REQUIRED TO COVER WITH HULLCH TO A DEPTH OF AT LEAST SIX (6) INCHES OR WITH FLYWOOD OR SIMILAR MATERIAL, THE AREAS ALONGING THE CRITICAL ROOT ZONE OF A TREE IN ORDER TO PROTECT ROOTS FROM DAMAGE CAUSED BY HEAVY EQUIPMENT.
    - SHALL PROHIBIT EXCAVATION OR COMPACTION OF EARTH OR OTHER POTENTIALLY DAMAGING ACTIVITIES WITHIN THE BARRIERS.
    - MAY BE REQUIRED TO MINIMIZE ROOT DAMAGE BY EXCAVATING A TWO (2) FOOT DEEP TRENCH TO CLEANLY SEVER THE ROOTS OF TREES TO BE RETAINED.
    - SHALL MAINTAIN THE PROTECTIVE BARRIERS IN PLACE UNTIL THE CITY OF CAMAS APPROVES THEIR REMOVAL OR A FINAL CERTIFICATE OF OCCUPANCY IS ISSUED, WHICHEVER OCCURS FIRST.
    - SHALL ENSURE THAT ANY LANDSCAPING DONE IN THE PROTECTED ZONE SUBSEQUENT TO THE REMOVAL OF THE BARRIERS SHALL BE ACCOMPLISHED WITH LIGHT HARDWARE OR HAND LABOR.
  - GRADE:
    - THE GRADE SHALL NOT BE ELEVATED OR REDUCED WITHIN THE CRITICAL ROOT ZONE OF TREES TO BE PRESERVED WITHOUT THE CITY OF CAMAS AUTHORIZATION. COVERAGE OF UP TO ONE HALF OF THE AREA OF THE TREE'S CRITICAL ROOT ZONE WITH LIGHT SOILS (NO CLAY) TO THE MINIMUM DEPTH NECESSARY TO CARRY OUT GRADING OR OR LANDSCAPE PLANS, IF IT WILL NOT HARM THE SURVIVAL OF THE TREE MAY BE ALLOWED. AERATION DEVICES MAY BE REQUIRED TO ENSURE THE TREE'S SURVIVAL.
    - IF THE GRADE ADJACENT TO A PRESERVED TREE IS RAISED SUCH THAT IT COULD SLOUGH OR BRIDGE INTO THE TREE'S CRITICAL ROOT ZONE, IT SHALL BE PERMANENTLY STABILIZED TO PREVENT SUFFOCATION OF THE ROOTS.
    - THE APPLICANT SHALL NOT INSTALL AN IMPERVIOUS SURFACE WITHIN THE CRITICAL ROOT ZONE OF ANY TREE TO BE RETAINED.
    - TO THE GREATEST EXTENT PRACTICAL, UTILITY TRENCHES SHALL BE LOCATED OUTSIDE OF THE CRITICAL ROOT ZONE OF TREES TO BE RETAINED.
    - TREES AND OTHER VEGETATION TO BE RETAINED SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION CLEARING OPERATIONS SHALL BE CONDUCTED SO AS TO EXPOSE THE SMALLEST PRACTICAL AREA OF SOIL TO EROSION FOR THE LEAST POSSIBLE TIME. TO CONTROL EROSION, STRIPS, GROUND COVER AND STABILIS SHALL BE MAINTAINED ON THE INDIVIDUAL LOTS, WHERE FEASIBLE. WHERE NOT FEASIBLE APPROPRIATE EROSION CONTROL PRACTICES SHALL BE IMPLEMENTED.
  - DIRECTIONAL FELLING, DIRECTIONAL FELLING OF TREES SHALL BE USED TO AVOID DAMAGE TO TREE DESIGNATED FOR RETENTION.
  - AS A RESULT OF FURTHER REVIEW, SOME EXISTING TREES MARKED FOR PRESERVATION MAY NEED TO BE REMOVED TO ACCOMMODATE FINAL GRADING PLANS AND UTILITIES FACILITIES. IN THE EVENT IT BECOMES NECESSARY TO REMOVE A TREE THAT IS PROPOSED TO BE RETAINED, APPROVAL SHALL BE OBTAINED FROM THE CITY OF CAMAS AND ADDITIONAL MITIGATION TREES MAY BE REQUIRED.

**TREE PRESERVATION NARRATIVE**

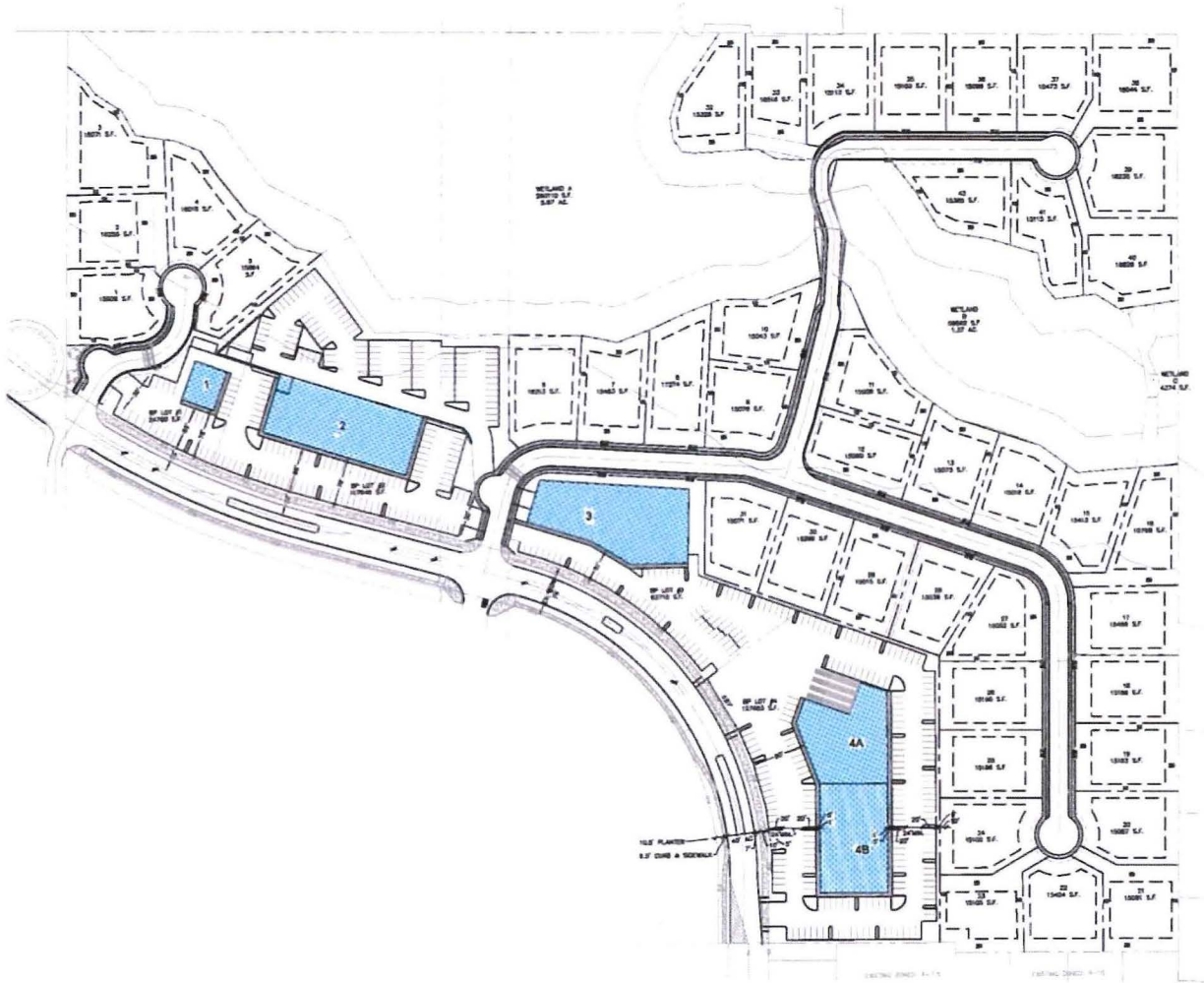
ALL TREES WITHIN THE WETLAND & WETLAND BUFFER AREAS AS WELL AS THE PROJECT PERIMETER ARE PROPOSED TO BE RETAINED. TREES ARE PROPOSED TO BE REMOVED CONFLICT WITH STREET IMPROVEMENTS, SITE GRADINGS, UTILITIES, AND BUILDING ENVELOPES.

# PROPOSED LAND USES & STRUCTURES

This master plan proposes 42 large single family lots developed in 3 phases, four industrial/commercial buildings totaling at least 50,400 square feet, a 39,600 square foot commercial building with 24 living units above. The following map depicts the single family area versus mixed-use business park.



The following map depicts approximate locations (or building envelopes) for the business park and single family structures. Note: the 24 mixed-use living units are incorporated into Building #2 of the business park.



# PROPOSED RESIDENTIAL UNITS & DEVELOPMENT STANDARDS

The master plan community will implement the following development standards that provide for flexibility in creating a high quality design. As noted in earlier sections, the master plan includes 42 executive single-family lots, 24 mixed-use living units on upper stories of Building #2, and at least 90,000 square feet of business space.

Development Standard	Single Family (R1-15)	Single Family (BP)	Non-Single Family (BP)
<b>A. New Lot Dimensions</b>			
Minimum lot size (square feet)	15,000	15,000	8,000
Maximum lot size (square feet)	Note 1	Note 1	Note 1
Minimum lot width (feet)	80	80	80
Minimum lot depth (feet)	90	90	100
Maximum building lot coverage <sup>2</sup>	50% 60% with ADU	50% 60% with ADU	50%
Maximum building height (feet)	35	35	100
<b>B. Setbacks</b>			
Minimum front yard (feet)	25	25	15 <sup>4</sup>
Minimum side yard and corner lot rear yard (feet)	10 5 (ADU or accessory buildings)	10 5 (ADU and accessory buildings)	15 <sup>4</sup>
Minimum side yard flanking a street (feet)	10	10	10 <sup>4</sup>
Minimum rear yard (feet)	25 5 (ADU or accessory buildings)	25 5 (ADU or accessory buildings)	50 <sup>3</sup>
Minimum lot frontage or access easement on a cul-de-sac or curve (feet)	40 <sup>5</sup>	40 <sup>5</sup>	N/A
Minimum flag lot width	20	20	N/A

- Note 1: No Limitation.
- Note 2: Includes all covered buildings and structures accepting there from accessory dwelling units (ADU's).
- Note 3: Maybe reduced to ten feet if a transition element is utilized that includes natural vegetation for screening.
- Note 4: Right of way to building face. Parking areas can be setback five feet from property line, per the landscaping plan contained within the approved master plan.
- Note 5: Access to two lots or less may be designed and established as an easement rather than a tract.

The following are a list of permitted uses within the MXPDP Employment area. Similar uses are permitted in the zone district at the discretion of the community development director. Unless otherwise listed or permitted as a similar use, a use shall be prohibited or subject to amendment of the Development Agreement.

<b>Uses</b>
Antique shop
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Bakery (retail)
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Barber and beauty shops
Book store
Bowling alley/billiards
Building, hardware and garden supply store
Cabinet and carpentry shop
Candy, confectionery store
Cart vendors
Clothing store
Coffee shop, cafe or kiosk
Convention center
Day care center
Day care
Delicatessen (deli)
Department store
Electric vehicle battery charging station and rapid charging stations
Equipment rental
Event center
Fitness center/sports club
Funeral home/crematorium
Florist shop
Food delivery business
Furniture store

<b>Uses</b>
Grocery, neighborhood, small or large scale
Hospital, emergency care
Hotel, motel
Laundry/dry cleaning (retail)
Laundry (self-serve)
Liquor store
Machine shop
Medical or dental clinics (outpatient)
Nursery, plant
Nursing, rest, convalescent, retirement home, memory care, assisted living
Office supply store
Pawnshop
Parcel freight depots
Pet shops
Pharmacy
Photographic/electronics store
Printing, binding, blue printing
Professional or Business office(s)
Public agency
Recycling collection point
Research facility
Restaurant
Restaurant, fast food
Roadside produce stand
Second-hand/consignment store
Shoe repair and sales
Specialty goods production (e.g. brew pub; does not include marijuana).
Taverns, pubs, bars
Theater, except drive-in
Veterinary clinic
Warehousing, bulk retail

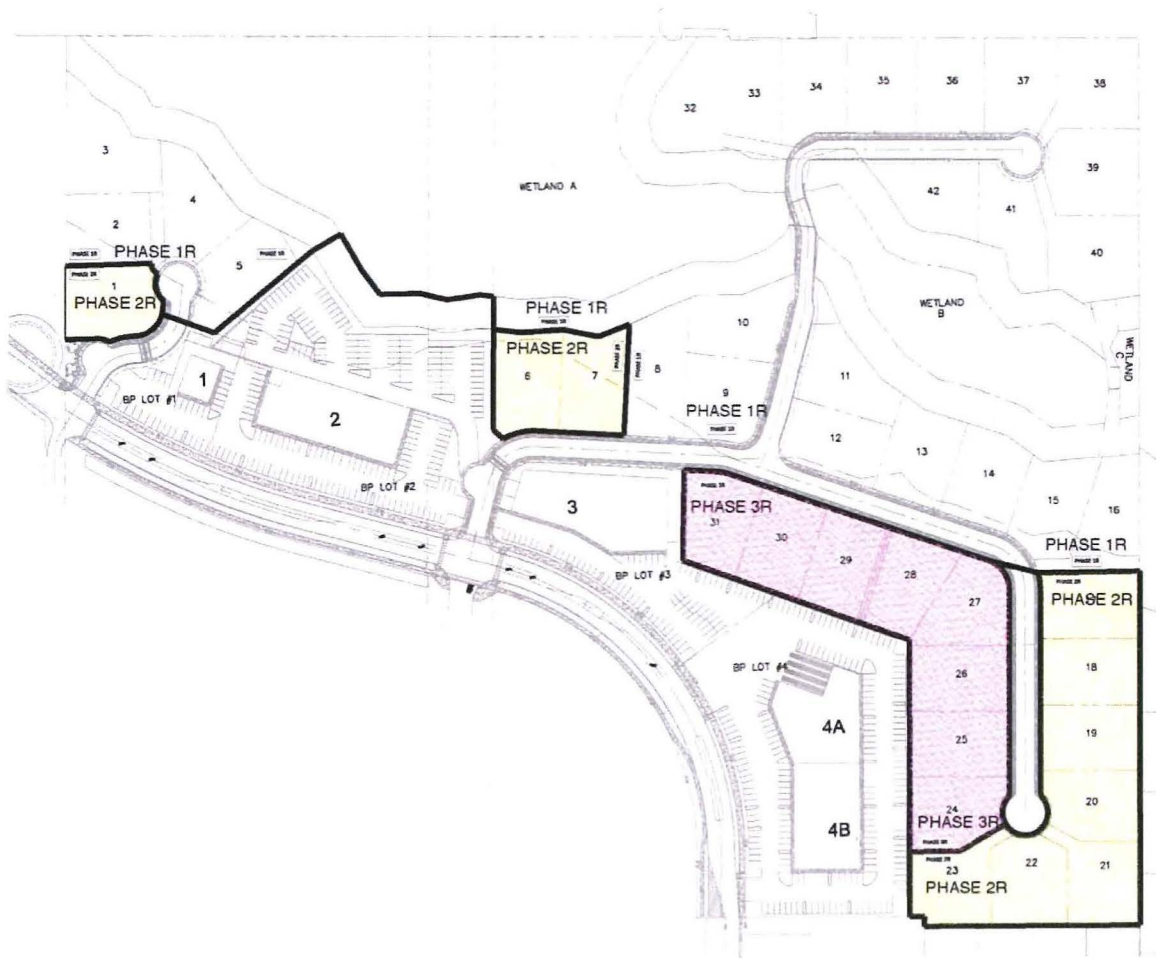
<b>Uses</b>
<b>Manufacturing and/or processing of the following:</b>
Cotton, wool, other fibrous material
Food production or treatment
Foundry
Furniture manufacturing
Metal fabrication and assembly
Signs or other advertising structures (Billboards prohibited)
Electronic equipment
<b>Industrial Uses:</b>
High-tech industry
Manufacturing of miscellaneous goods (e.g. medical, musical instruments, toys, vehicle parts)
Optical goods
Packaging of prepared materials
Scientific and precision instruments
<b>Recreational or Organizational Uses:</b>
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Community club
Church
Golf course/driving range
Library
Open space
Park or playground
Sports fields
Trails
<b>Educational Uses:</b>
College/university
Junior or senior high school
Trade, technical or business college
Residential flats, apartments or condos (up to 24 units on third floor and above of Building #2 only; bottom two floors commercial or light industrial employment uses only)
Electrical vehicle infrastructure

<b>Uses</b>
Facilities, minor public
Temporary Uses (as per Camas Municipal Code)



## REQUIRED DEVELOPMENT PHASES

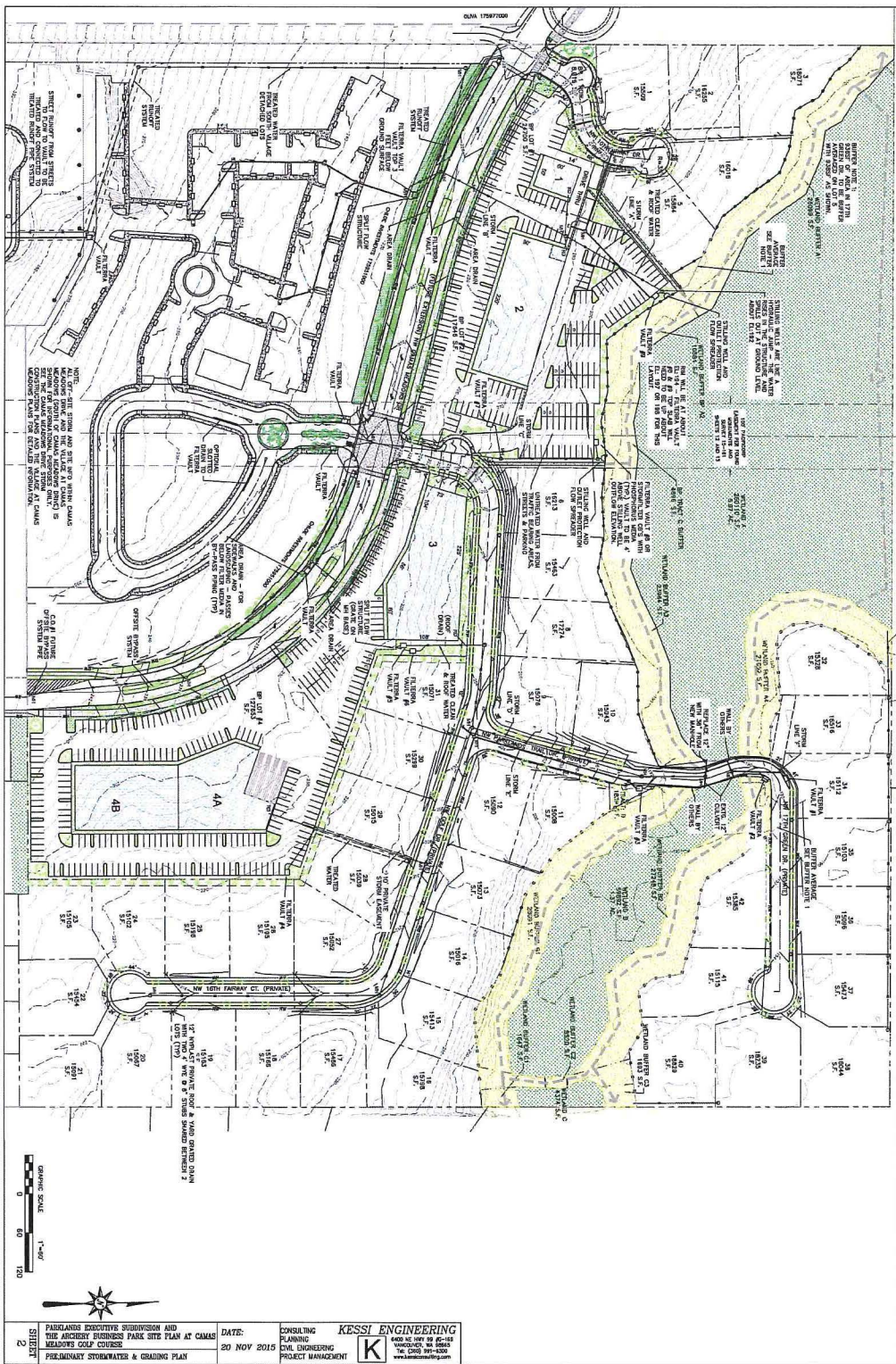
Only the single family residential shall be required to build structures in phases. The applicant will have the ability to install roads, utilities, etc. as one complete project, provided a grading plan is submitted in advance to the City. The lots within the existing R-15 area shall be released upon subdivision approval. The ten (10) lots within Phase 2 shall be released upon the business park being graded, platted and ready for a prospective user to submit for site plan review. The final eight (8) lots within Phase 3 shall be released once building permit is acquired on either business park Building 2, 3, 4 (4A), or 5 (4B). The following map delineates each phase of the single-family development:



# **STREETS, TRAILS, COMMON AREAS & PARKING SITE PLAN**

The following map delineates the location of all areas to be conveyed, dedicated, or maintained as public vs. private including streets, utilities, parking areas, pedestrian walkways/trails, open space/natural areas, wetlands (including buffer), and landscaping.

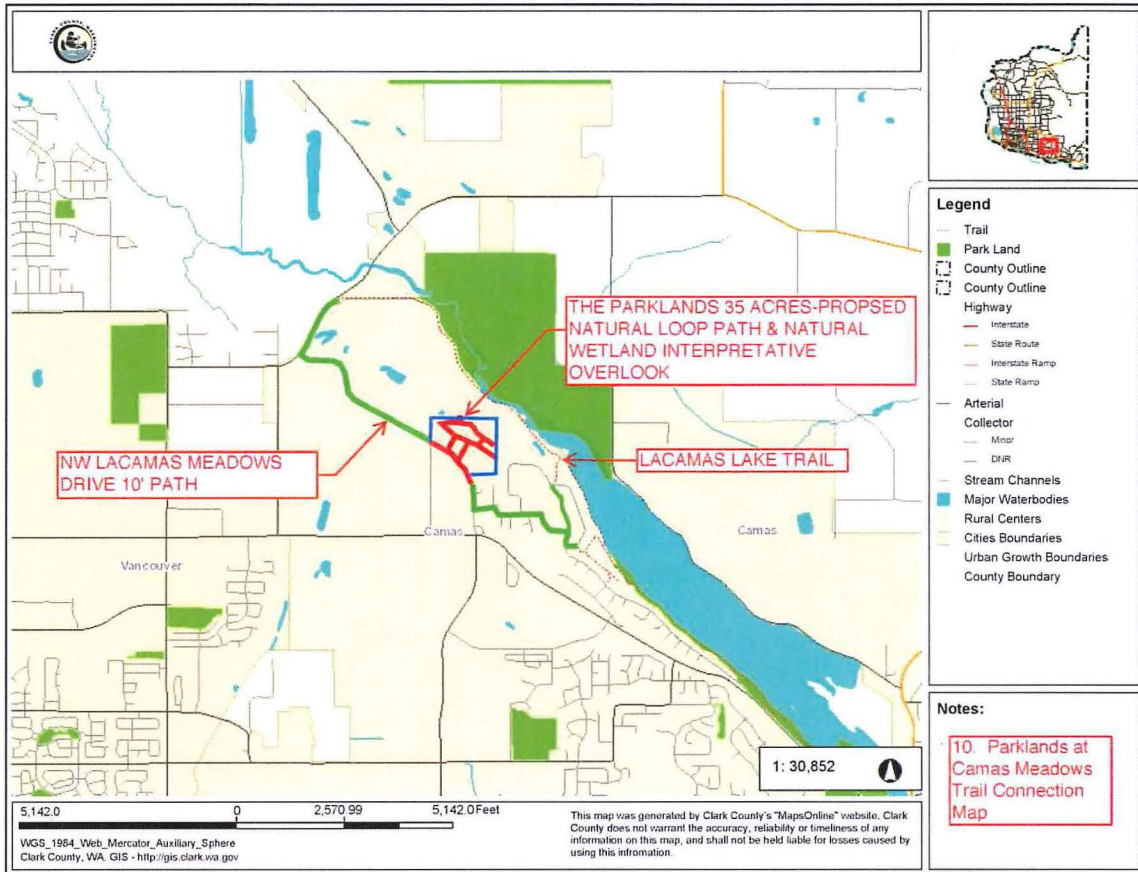




PARKLANDS EXECUTIVE SUBDIVISION AND THE ARCHERY BUSINESS PARK SITE PLAN AT CAMAS MEADOWS COOK COUNTRY PRELIMINARY STORMWATER & GRADING PLAN SHEET 2	DATE: 20 NOV 2015	CONSULTING <b>KESSI ENGINEERING</b> PLANNING CIVIL ENGINEERING PROJECT MANAGEMENT 6000 NE HWY 99 #2-115 WASHOET, WA 98148 TEL: (206) 991-8300 WWW.KESSIENGINEERING.COM
	1"=40' 0 20 40 80 120	

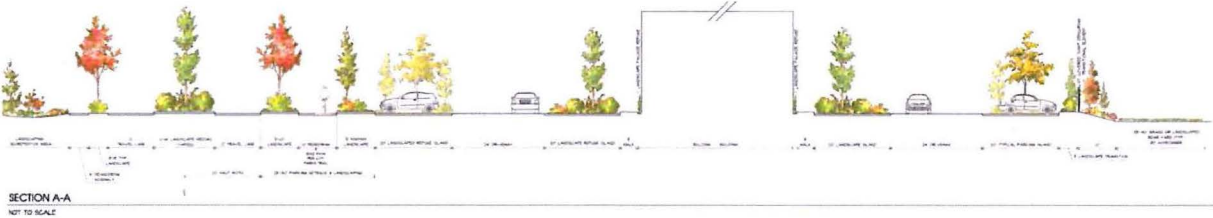
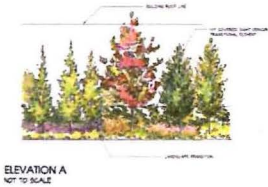
# MAP OF OPEN SPACE NETWORK

The following map depicts the connectivity of the open space and 3.5 acre trail network with existing set aside network. The purpose is to show how the master plan community fits within the context of the larger Camas Area.



# LANDSCAPING PLAN

The following landscaping plan is drawn to scale and demonstrates compliance with CMC Chapter 18.13. The landscape plan provides a rendering of the proposed streetscape along the extension of Camas Meadows Drive, landscaping to occur along all streets, within designated parking areas, and transition element areas. Also provided is a rendering of the proposed transition element.



**Planning Solutions, Inc.**  
 Creating Solutions to Complex Issues

4400 NE 77th Avenue  
 Suite 275  
 VANCOUVER, WA 98662  
 voice: 360.276.8800  
 www.planning-solutions.com

**PRELIMINARY**  
 CONCEPTUAL LANDSCAPE PLAN  
 11/15/2011

**The Archery @ Camas Meadows**  
 NW Camas Meadows Drive  
 Camas, Washington

DATE:	11/15/2011
BY:	ASL
CHECKED BY:	ASL
SCALE:	AS SHOWN
PROJECT:	THE ARCHERY @ CAMAS MEADOWS
LOCATION:	NW CAMAS MEADOWS DRIVE, CAMAS, WA
DESIGNER:	PLANNING SOLUTIONS, INC.
PROJECT NO.:	111111
DATE:	11/15/2011

**LANDSCAPE PLAN**  
 SHEET P3 OF 5



REFER TO SHEET P4 FOR LANDSCAPE LEGEND

0 20 40 60 80 100

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AFTER RECORDING, RETURN TO:

James D. Howsley  
Jordan Ramis PC  
1211 SW Fifth Ave., 27<sup>th</sup> Floor  
Portland, OR 97204

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Space Above for Recording Information Only

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

This First Amendment to Development Agreement (the "First Amendment") is made and entered into by and between the CITY OF CAMAS, a Washington Municipal Corporation (hereinafter referred to as the "City"), and Vestcapital Fund II, LLC and MAS1A, LLC (hereinafter referred to as the "Owners") (and collectively referred to as "Parties").

**RECITALS**

WHEREAS, the City and the Owners' predecessors executed that certain Development Agreement recorded as Document No. 5268706 AGR on March 28, 2016 ("Original Development Agreement"); and Owners own certain real property that is located within the City's municipal boundary and that is more fully described within the Master Plan and attached Exhibit "A", (hereinafter referred to as the "Property"); and,

WHEREAS, the Property is within the Mixed Use Planned Development Overlay which requires approval of a Master Plan and a Development Agreement; and

WHEREAS, the Original Development Agreement has a ten year term that extends to March 27, 2026 and thus remains in effect; and

WHEREAS, most of the area of the Original Master Plan has been successfully developed, with infrastructure to serve the Property; and

WHEREAS, the Parties desire to replace the Original Development with a revised Master Plan applicable to the Property, and desire to extend the original term to allow ten more years for completion of the revised project.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**Section 1. Development Agreement.** This Agreement is a Development Agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract between the Owner and the City upon its approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170; and upon execution by all parties.

**Section 2. Term of Agreement.** This First Amendment shall commence upon the Effective Date, and it, together with the Original Development Agreement, shall be valid for a period of ten (10) years; unless extended or terminated by mutual consent of the Parties; provided however, if this First Amendment or any initial land use applications related to the Property and filed within one year of the effective date of this First Amendment, are appealed, the term of this Agreement shall be tolled for the time during which the appeal is pending or eighteen (18) months, whichever is less. The "Effective Date" shall be the date of recording, which shall occur within thirty days of the date of the adopting Resolution.

**Section 3. Vesting.** Any land use applications submitted with respect to the Property during the term of this First Amendment, shall be vested to the following land use regulations and Development Standards in effect on the effective date of this First Amendment: CMC Title 16.0116.21; CMC 16.31; CMC Title 17 and CMC Title 18 (through Ordinance 24-007), unless otherwise provided for in this First Amendment through Exhibit "B" Dimensional Standards or Exhibit "C" Master Plan. Any land use approvals affecting the Property issued after the effective date of this First Amendment shall remain in effect during the term of this First Amendment; provided however, that preliminary plat approvals shall be valid for a period of seven years from the date of the approval, regardless of whether the end of such seven years occurs during or after the term of this First Amendment. The vesting provided for under this First Amendment shall not apply to System Development Charges, Impact Fees or application or review fees, which shall be assessed at the then-current rates.

**Section 4. Master Plan.** Parties agree to incorporate by reference Exhibit C The Proposed Site Plan as the Master Plan for development of the Property. The Master Plan provides the Parties with predictability regarding the future development of the Property. Minimum dimensional standards that the Owner shall utilize for development under the Master Plan are provided for in Exhibit "B". Owner agrees to make best efforts to obtain permits and construct a public pocket park consistent with the Master Plan. Consistent with Camas Municipal Code (CMC) 18.09.060 D, the lot size, width, depth and setback standards shown on Exhibit "B" are herein negotiated consistent with the preservation of open space in the pocket park. The Property may be developed with a maximum 17 single family lots, and maximum 8 townhouse residential dwellings. A number of studies have been completed that aided in the Master Plan as well as the subdivision application already submitted to the city. Those studies include:

Phase 1 Environmental Site Assessment, Columbia West Engineering, Inc., August 31, 2015.

Existing Conditions & Boundary Survey — without Trees (Sheets 1 and 2), Minister Glaeser Surveying, Inc., December 10, 2015.

Existing Conditions & Boundary Survey — with Trees (Sheets 1 and 2), Minister-Glaeser Surveying, Inc., December 10, 2015.

City of Camas Archaeological Predetermination Survey of 542 NW 218th Ave, Camas, Washington, Applied Archaeological Research, Inc., March 17, 2015.

Parklands Executive Residential Subdivision and Parklands Business Park: Preliminary Stormwater Design Report (TIR), Kessi Consulting, January 24, 2016.

Parklands at Camas Meadows Traffic Impact Study, H. Lee & Associates, November 18, 2015.

Wetland Delineation Report for Parklands at Camas Meadows Camas (Final Report), Washington, Ecological Land Services, Inc., December 15, 2015.

Geotechnical Site Investigation Parklands at Camas Meadows Camas, Washington, Columbia West Engineering, Inc., June 23, 2015.

**Section 4.1. SEPA.** The City issued a SEPA determination of nonsignificance regarding the Original Agreement (SEPA 15-14). Impacts that are identified at future stages of the development, including but not limited to, Site Plan approval, Preliminary Plat approval, Short Plat approval or building permit approvals that have been previously analyzed through this or other SEPA processes, shall not be re-analyzed on the condition that the future identified adverse impacts, in the sole discretion of the City, are substantially similar to and of the same or less intensity as those previously analyzed under this or other SEPA processes. Nothing in this Section shall preclude the City from requesting information, at the cost of the Owner, on the potential adverse environmental impacts associated with a specific land use application that have not been previously identified or analyzed as required under the State Environmental Policy Act.

**Section 4.2. Streetscape.** Owner agrees to incorporate into its development application submittal package streetscape standards for primary streets within the Property addressing street specifications, tree spacing and species, sidewalk separation, trash receptacles, benches and other street amenities that will create an inviting, safe passage for not only vehicular but pedestrian and bicycle traffic. Double frontage lots along NW Camas Meadows Drive are subject to the landscape and fencing requirements of CMC 17.19.030.D.6. The City will allow a deviation to these requirements, provided that the owner installs a sight-obscuring fence or masonry wall along the rear line of any lots backing NW Camas Meadows Drive in-lieu of the CMC requirements. The fence or wall shall comply with the City's Gateway Collector and Arterial Fence design detail or an alternative design of equal or better standard approved at the City's discretion. The owner also agrees to plant at least two minimum two-inch caliper trees per lot, of a species approved by the City, in the rear yard of any lots backing NW Camas Meadows Drive.

**Section 4.3. Pocket Park.** Owner agrees to incorporate into its development application submittal package documents and plans for the pocket park identified as "Tract C New Public Park" on Exhibit C. The documents and plans shall include (1) assurance for completion of the park improvements prior to recording of the final subdivision plat; (2) the park Tract C shall be owned and maintained by the HOA but shall be publicly accessible; (3) a minimum of contiguous 15,000 sq. ft. of area; (4) a minimum of 3,000 sq. ft. play area with equipment suitable for and developmentally appropriate for toddlers and elementary school-aged children; (5) a minimum of

one picnic table and two benches; (6) landscaping shall include an open turf area and shade trees; and (7) a minimum 8 ft. wide asphalt or concrete trail providing access to the edge of wetland Tract A. No off-street parking is required for the park. The owner agrees to install two solar-powered, rectangular rapid-flashing beacons at the west pedestrian crosswalk of the intersection of NW McMaster Drive and NW Camas Meadows Drive.

**Section 5. Remedies.** Should a disagreement arise between the City and Owner regarding the interpretation and application of this First Amendment, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

**Section 6. Performance.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

**Section 7. Venue.** This First Amendment shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this First Amendment.

**Section 8. Severability.** If any portion of this First Amendment shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

**Section 9. Inconsistencies.** If any provisions of the Camas Municipal Code or Master Plan are deemed inconsistent with the provisions of this First Amendment, the provisions of this First Amendment shall prevail.

**Section 10. Binding on Successors and Recording.** The rights and obligations created by this First Amendment are assignable and shall be binding upon and inure to the benefit of Owner, the City, and their respective heirs, successors and assigns. Only Owners and the City or their assigns shall have the right to enforce the terms of this First Amendment. This First Amendment shall be recorded against the Property with the Clark County Auditor. Pursuant to RCW 36.70B.170(4), the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

**Section 11. Recitals.** Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

CITY OF CAMAS

MAS1A, LLC

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

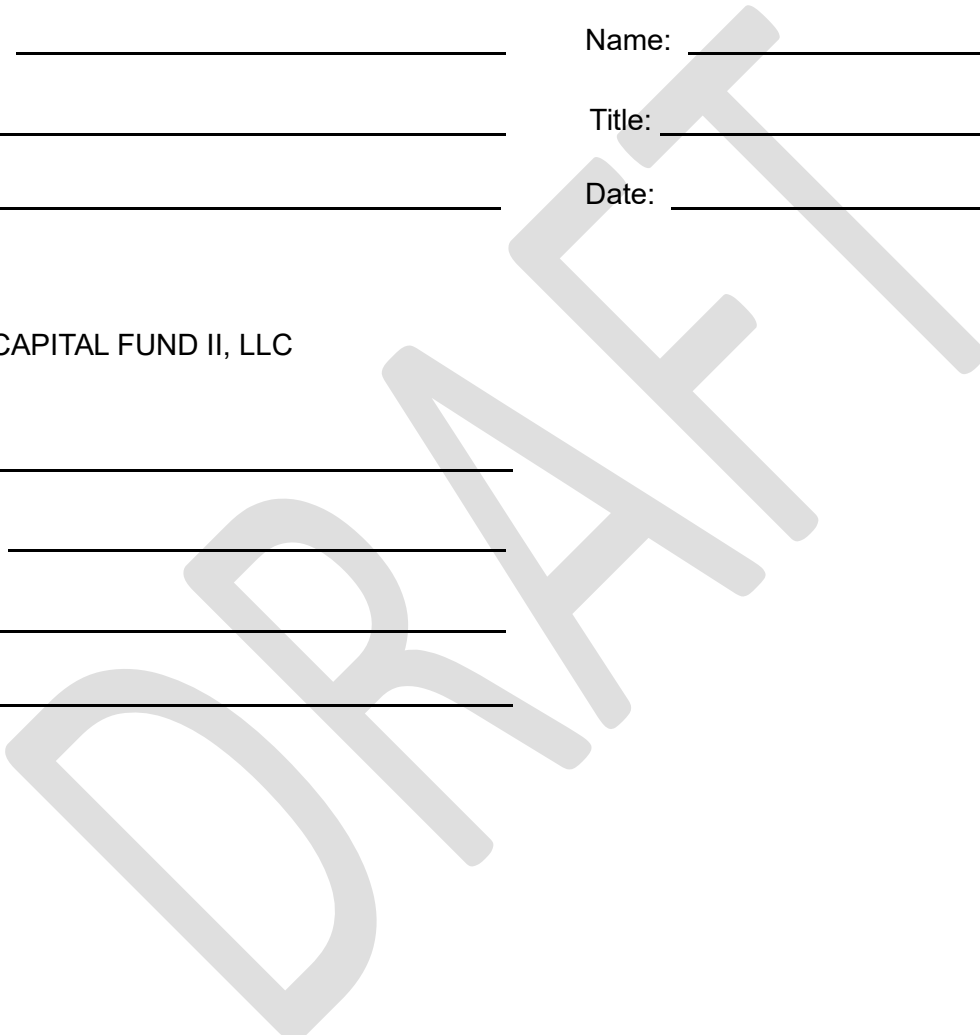
VESTCAPITAL FUND II, LLC

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

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

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

Date: \_\_\_\_\_



STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the Person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of MAS1A, LLC to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Clark  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the Person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of VestCapital Fund, LLC to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Clark  
My Commission Expires: \_\_\_\_\_



STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the Person who appeared before me, and said person acknowledged that he signed this  
instrument, on oath stated that he was authorized to execute this instrument and acknowledged it  
as the \_\_\_\_\_ of City of Camas, WA to be free and voluntary act of such  
party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Clark  
My Commission Expires: \_\_\_\_\_

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**EXHIBIT A: PROPERTY DESCRIPTION**

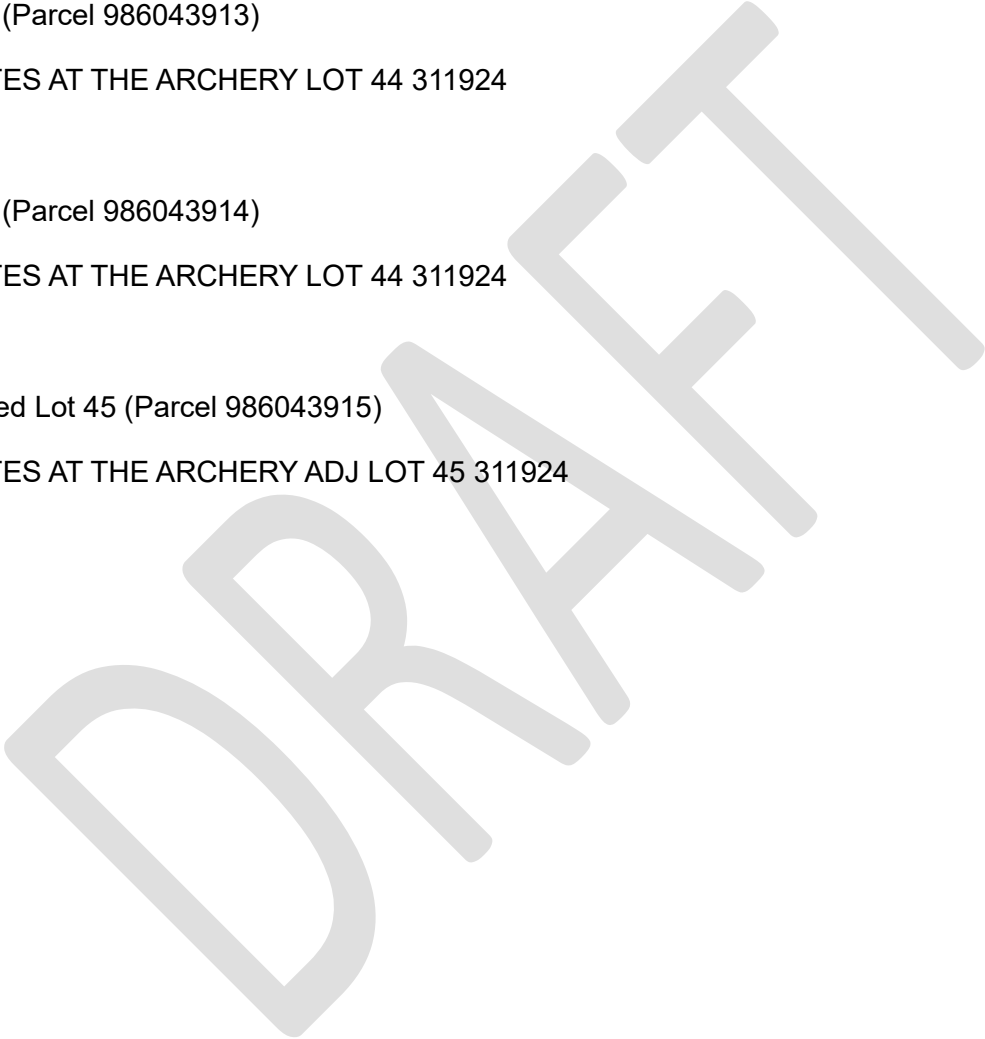
Lot 43, Lot 44, and adjusted Lot 45 of the Estates at the Archery subdivision, recorded at Book 311, Page 924 of Clark County Book of Plats, in the SE & SW 1/4 of Sec. 28, T2N, R3E, W.M., Clark County, WA.

The abbreviated legal descriptions for the three parcels is:

Lot 43 (Parcel 986043913)  
ESTATES AT THE ARCHERY LOT 44 311924

Lot 44 (Parcel 986043914)  
ESTATES AT THE ARCHERY LOT 44 311924

Adjusted Lot 45 (Parcel 986043915)  
ESTATES AT THE ARCHERY ADJ LOT 45 311924

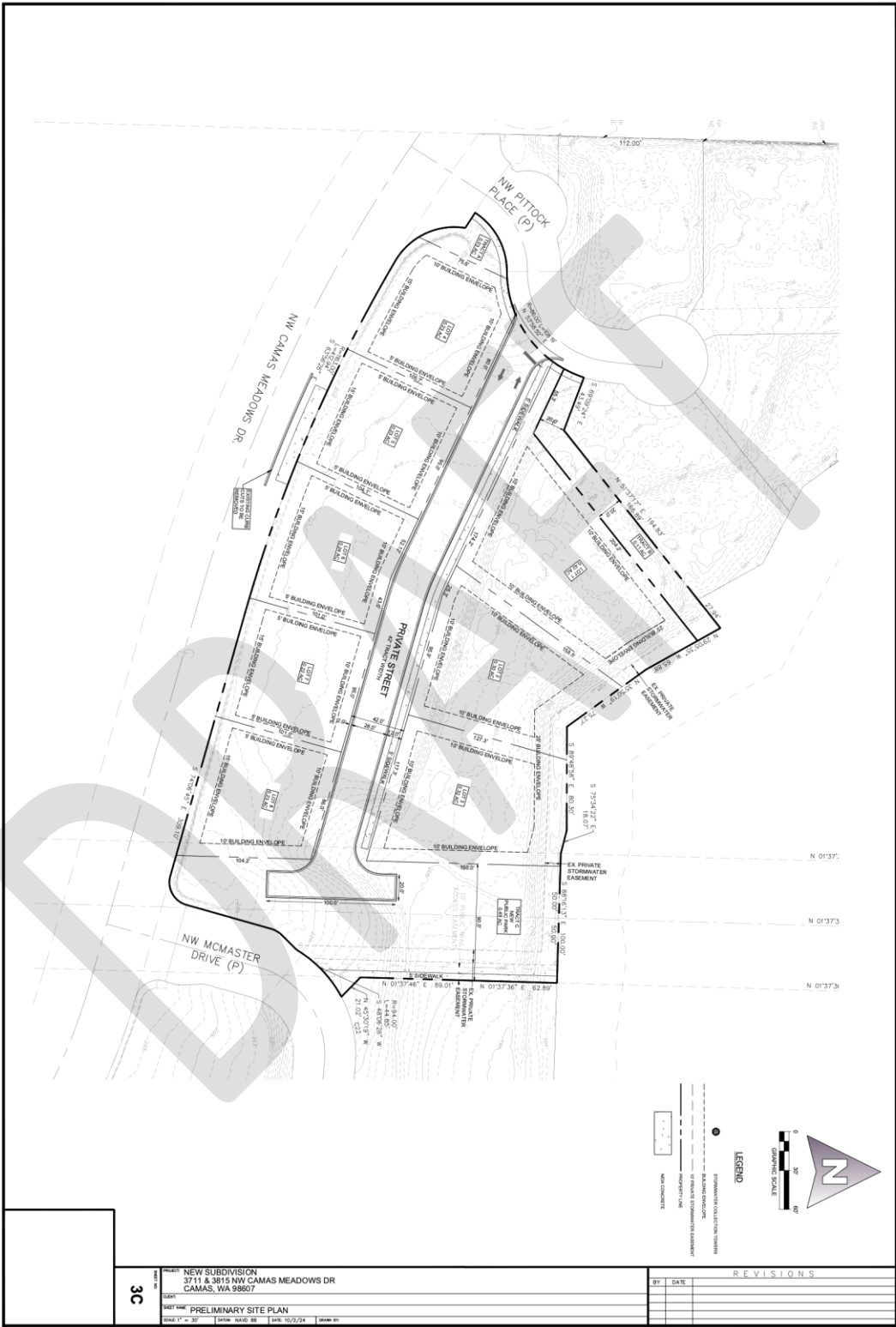


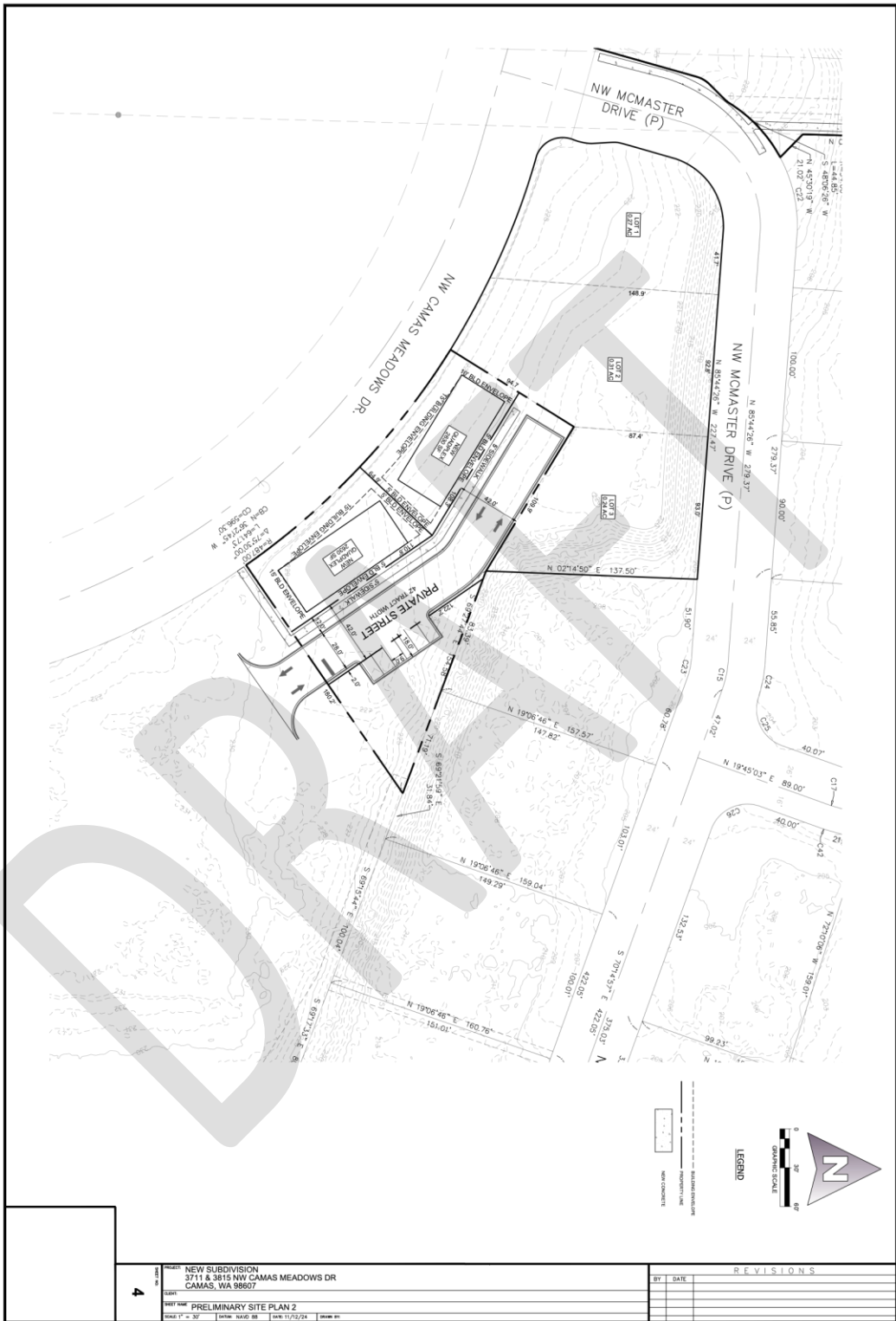
## EXHIBIT "B" DIMENSIONAL STANDARDS

The Master Plan will implement the following development standards that provide for flexibility in creating a high-quality design. The master plan includes 11 single-family lots and 8 townhouses in two structures.

<b>Development Standard</b>	<b>Single Family</b>	<b>Townhouses</b>
<b>A. New Lot Dimensions</b>		
Minimum lot size (square feet)	8,000	2,100
Maximum lot size (square feet)	14,000	None
Minimum lot width (feet)	80	26
Minimum lot depth (feet)	90	60
Maximum building lot coverage	50% (60% with ADU)	65%
Maximum building height (feet)	35	35
<b>B. Setbacks</b>		
Minimum front yard (feet)	15	10
Minimum garage (feet)	20	15
Minimum side yard flanking a street and corner lot rear yard (feet)	5	15
Minimum side yard at street (feet)	10 (5 with ADU or accessory buildings)	15

EXHIBIT "C" PROPOSED SITE PLAN







# Staff Report

April 7, 2025 Council Workshop Meeting

Library Building Improvements Update  
Presenter: Connie Urquhart, Library Director  
Time Estimate: 10 minutes

Phone	Email
360.817.7201	curquhart@cityofcamas.us

**BACKGROUND:** The Library Building Improvements Project is in the 2025-2026 budget and has additional support through grants and community donations. The project consists of two major components: the exterior, focusing on safety, accessibility, and restoration; and the interior, focusing on the Children’s Learning Hive inside the Children’s Library, along with upgraded lighting, carpet, and furniture in critical locations throughout the Library.

**SUMMARY:** The City conducted two bid rounds, each with the lowest bid coming in well over budget. Prior to the second round, staff made many cuts to scope to reduce costs; however, the second round of bids were also considerably over budget.

Rather than trying a third time, staff recommends splitting up the major components into two projects. The hope is that with a focus on the specific areas, the City may receive an increase in number of and more competitive bids.

Johnston Architects (JA) will continue as designer and project manager for the Library’s interior. Public Works will manage the exterior project. Staff will collaborate with JA to reduce scope further.

**BENEFITS TO THE COMMUNITY:** The Library is one of the City’s greatest assets, and it has not been refurbished in 20 years. This small upgrade will pay proactive attention to the areas which need it most: tripping hazards, crumbling building edifices, accessibility issues, and outdated modes of service for children.

**BUDGET IMPACT:** The overall budget will not change; rather, the budget will be allocated into two distinct projects.

**RECOMMENDATION:** This is for Council’s information only.

## Mission Statement

The City of Camas commits to preserving its heritage, sustaining and enhancing a high quality of life for all its citizens and developing the community to meet the challenges of the future. We take pride in preserving a healthful environment while promoting economic growth. We encourage citizens to participate in government and community, assisting the City in its efforts to provide quality services consistent with their desires and needs.

## Values

At the City of Camas, our values guide every decision, action and relationship. Rooted in **livability**, **community**, and **service**, our values define who we are and how we build trust, together.



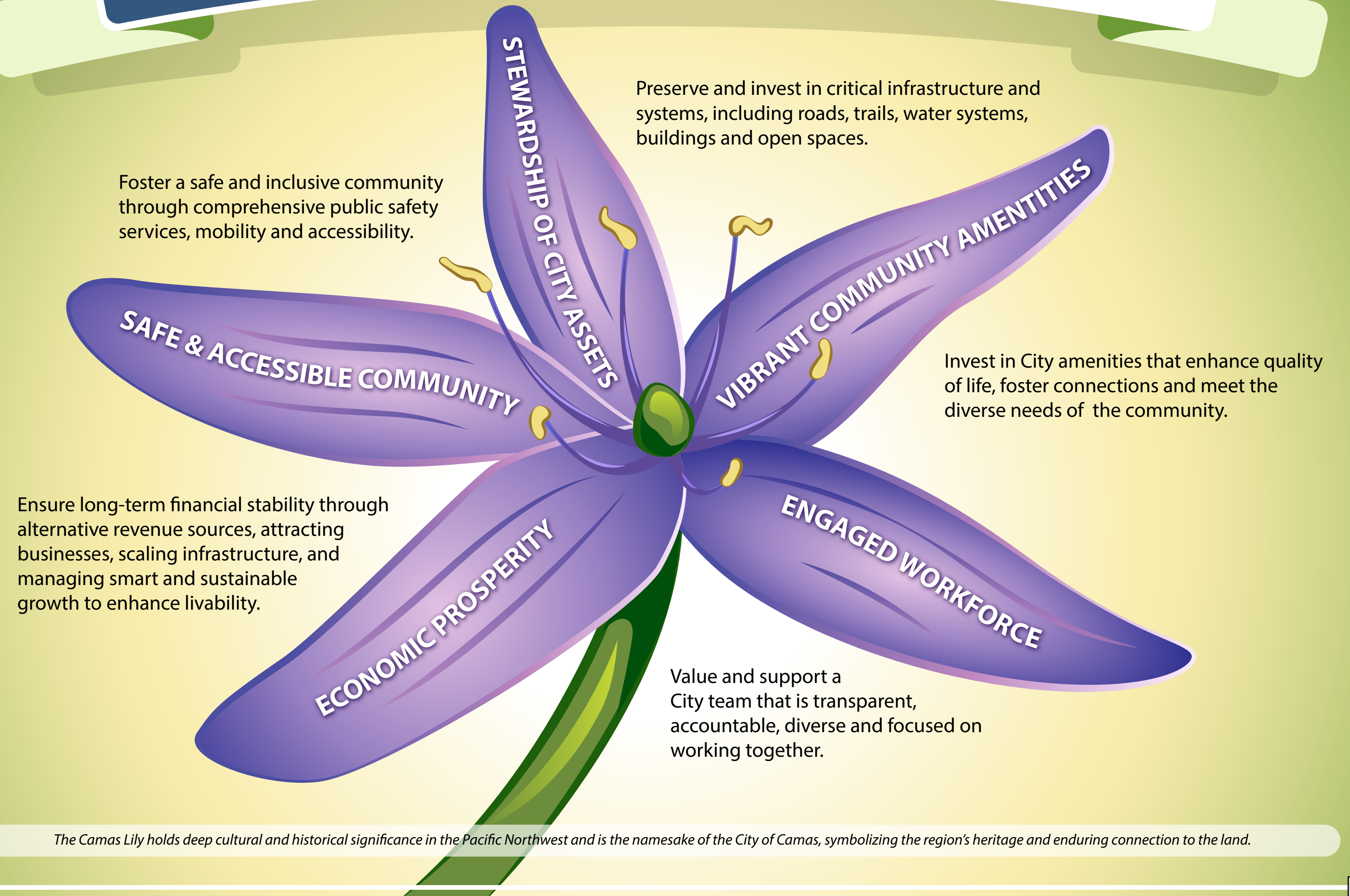
**Livability**  
Enhancing quality of life, promoting sustainability and ensuring a safe, vibrant, resilient city

**Community**  
Fostering a sense of belonging and collaboration

**Service**  
Prioritizing excellence, empowerment, and innovation

## 5-Year Vision

Camas is a welcoming and thriving city that values its environment, sense of community, and quality of life while promoting innovation, sustainability, and prosperity.



The Camas Lily holds deep cultural and historical significance in the Pacific Northwest and is the namesake of the City of Camas, symbolizing the region's heritage and enduring connection to the land.



# Council Policies & Procedure Handbook 2025

City Clerk's Office

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**Per MRSC Article, Council Rules of Procedure:**

"The motivation in adopting rules is to increase meeting efficiency and effectiveness and to manage or reduce conflict. The basic idea in adopting rules is to ensure that these meetings will run more smoothly and follow a generally accepted format. A well-organized and well-managed meeting does not necessarily guarantee good results, but it certainly helps."

City councils are authorized by RCW 35A.12.120 to determine their own rules and order of business and to establish formal rules for the conduct of council meetings.

*My Resources ...*

The following rules are made up primarily of excerpts from:

- 1) Examples provided by MRSC of other Code/Mayor-Council city's rules;
- 2) RCW 42.30, the Open Public Meetings Act;
- 3) MRSC Publication – Mayor and Council Members Handbook
- 4) Roberts Rules of Order – Newly Revised; and
- 5) Jurassic Parliament.

The goal being to ensure these rules are indeed "best practice" for the City of Camas.

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# Camas City Council

## Rules of Procedure

### A. Regular, Workshop and Special Meetings

All meetings (Meetings) of the Camas City Council (Council) will be held in compliance with state statutes, including the Open Public Meetings Act (OPMA), RCW 42.30.

Members of public are welcome to observe and address Council during defined Public Comment periods; comments can also be taken by phone, mail or email. See the Resident Public Meeting handout on the City of Camas (City) [website](#) for further details. Public comments sent to [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us) within 24 hours prior to a Meeting will be saved to the Clerk's Meeting record.

#### 1. Quorum

A majority (four) of the entire Council (seven) will constitute a quorum for the transaction of business at Council Meetings (Meetings). In the absence of a quorum, a lesser number may adjourn any Meeting to a later time or date with appropriate public notice.

#### 2. Appearance of Fairness/Conflict of Interest

In all its dealings, Council and its Members will be governed by RCW 42.36 (appearance of fairness doctrine), RCW 42.20 (misconduct of public officers), and RCW 42.52 (ethics in public service).

#### 3. Regular Meetings

Regular Meetings will be held on the first and third Mondays of each month beginning at 7:00 p.m. at City Hall unless otherwise rescheduled by notice of the Camas City Clerk (or designee). Regular Meetings will conclude no later than 10:00 p.m.,

subject to extension by Council.

If any Monday of this schedule falls on a legal holiday, the Meeting will be held the immediately following Tuesday.

#### 4. Workshop Meetings

Workshop Meetings will be held on the first and third Mondays of each month beginning at 4:30 p.m. at City Hall unless otherwise rescheduled by notice of the Clerk. Workshop Meetings will conclude no later than 6:30 p.m., subject to extension by Council.

If any Monday of this schedule falls on a legal holiday, the Meeting will be held the immediately following Tuesday.

Workshops are devoted exclusively to the exchange of information relating to municipal affairs. No votes will be taken on any matters under discussion, nor will any Council Member(s) enter into a formal commitment with another member regarding a vote to be taken subsequently.

#### 5. Special Meetings

Special Meetings will be called by the Clerk upon the written request of the Mayor of Camas, City Administrator, or a quorum of Members with at least 24 hours' written notice to each Member and the newspaper of local circulation. Special Meeting notices will state the purpose of the Meeting. No official action will be transacted at any Special Meeting of Council unless the item has been stated in the notice of such Meeting.

#### 6. Remote Attendance/Virtual Meetings

Per Camas Ordinance 21-009 and Ordinance 22-

010, remote attendance would be considered as an alternative, relatively infrequently used method for participation, subject to the Member providing sufficient advance notice, and further subject to their demonstrating that satisfactory equipment will be available for their participation.

In an event of a proclaimed emergency by City, county, state, or federal officials, when a physically present quorum of Members is prohibited, prevented, or not required in order to conduct a Meeting, a quorum of Members will be obtained through other City-approved remote means. It will be noticed at all required locations and through all means of communication possible under the circumstances at the time.

To the extent possible and consistent with state law, Members may participate in a Meeting remotely. The use of a virtual platform will allow the Public to observe all activity, allow the recording of the Meeting and allow the Members, Staff and the Public to adequately hear the discussion, comments and any voting by the Members.

In limited instances, under normal conditions, the City would benefit by a Member's participation by means of remote communication. Council recognizes the benefits of fullest practicable attendance and participation by its Members.

Members will contact the Clerk to confirm arrangements.

At any time during a Member's remote attendance the signal is lost, the time will be noted as that Member's leaving the Meeting. At any time, a quorum is no longer seen or heard during a virtual Meeting, the Meeting will recess until their return or adjourn if unable to secure attendance.

## 7. Posting Requirements for Regular, Workshop and Special Meetings

Public notices (agendas) are to state the dates, times and places of Meetings and posted on the City website and City Hall (unless otherwise

directed under a proclamation of emergency).

- a. For a rescheduled Regular or a Special Meeting, a public notice stating the date, time, and place of the Meeting will be posted in all those locations at least 24 hours in advance.
- b. The notice described above is not required for a Meeting that is an emergency session in the event of a severe and imminent threat to the health, safety, or welfare of the Public, when a two-thirds (5) Roll Call vote of Council determines that the delay would be detrimental to the City's efforts in responding to the threat.

## 8. Minutes of Meetings

The Clerk will attend the Meetings and record all the actions and resolutions of Council in accordance with the OPMA. In the absence of the Clerk, Council may appoint one of its own members or another person to temporarily perform the Clerk's duties.

Within 15 days of a Meeting the official record of the Meeting will be prepared by the Clerk and indicate the vote of the Members. It will be available for public review on the City's website.

## 9. Cancellation of Meetings

The City will provide notice of the cancellation to the Public in the same manner that notice is given for a Special Meeting under RCW 42.30.080. The Members *may* call for a future Special Meeting, after the conditions causing the cancellation are no longer an issue.

Consideration of canceling a future Meeting will be raised in a Meeting, and with consensus or a majority vote (4) of Council, the Clerk will issue the notice as soon as possible, ensuring it is a minimum 24 hours in advance of the canceled Meeting. Reasons for cancelling include, but are not limited to, a lack of agenda items, adverse

weather conditions, or an emergency.

If the Meeting to be canceled is a Regular Meeting and the Members are intending to take action that state law requires be in a Regular Meeting, the RCW 42.30.090's adjournment procedure will be used instead of cancellation, because the resulting rescheduled meeting will qualify as a Regular Meeting.

## B. Conduct of Meetings

### 1. Meetings To Be Public

All Meetings, subject to the OPMA, will be open to the Public and the Public will have a reasonable opportunity to see and hear the proceedings, except when the Meetings may be closed to the Public and the media for clearly defined topics as defined in RCW 42.30, for executive and closed sessions. These sessions are arranged in conjunction with the City Attorney and City Clerk's Office.

All Meetings subject to the OPMA will be open to the media, freely subject to recordings services at any time, provided that such recording activity do not interfere with the orderly conduct of the Meeting.

### 2. Presiding Officer

The Presiding Officer (Chair) at all meetings will be the Mayor, Mayor Pro Tempore (Pro Tem), or the Mayor Pro Tem Alternate and will be responsible for enforcing these rules of procedure and for enforcing orderly conduct at meetings. Council will appoint annually one of its member's Pro Tem and Pro Tem Alternate, who will Chair the meeting in the absence of the Mayor. In the absence of the Mayor, the Pro Tem, and the Pro Tem Alternate, the member present who has the longest consecutive service on Council will be the Chair.

The Mayor, the current Pro Tem, and Pro Tem Alternate will discuss qualifications required of the

possible nominees for the successors. These qualifications may include institution knowledge, familiarity of Robert's Rules of Order, meeting attendance records, and the capacity to exhibit and remain impartial and fair while presiding over discussions and staff meetings. There will be a nomination for consideration which will allow Council discussion of qualifications followed by a vote. If the motion is voted down, at that time, any Council Member may make a nomination, followed by discussion and a vote until approved.

The Chair will recognize members requesting to speak; members are encouraged to:

- Speak one at a time taking care to remain germane to the topic at hand,
- Rebut opposing arguments only once,
- Speak only twice on the same subject after all others have had the opportunity to speak once,
- Wait for presentations to conclude before offering comment or asking questions, and
- Speak to the merits of an issue and avoid references to personalities.

When a Member serves as the Chair, the Member will have only those rights and will be governed in all matters and issues by the same rules and restrictions as other Members.

### 3. Agenda Preparation

The Administrator coordinates the development of Meeting agendas with the Mayor, City Clerk and Department Heads. They meet weekly to review and update the Council Calendar of items scheduled to go to Council.

Agendas for Meetings will be prepared by the Clerk at the direction of the Administrator and specify the time and place of the Meeting.

The Clerk will prepare to have the final Meeting agenda and materials available to Members and the Public by publishing them on the City's

website. Items for inclusion on an agenda, are to be provided at least four days prior to the Meeting for which the item is to appear. This allows sufficient time for review, initial research, and preparation of staff reports and accompanying materials.

If a Member wants to place an item on an agenda, they are to provide it to the City Administrator, who will reach out to the remaining Members to see if there is a total of at least three Members who are in agreement. The City Administrator will work with the Member, the Clerk and assigned staff person to prepare the item for discussion.

Weekly, the Clerk's Office distributes the Council Calendar of items scheduled for future Workshop, Regular, and Special meetings; Members may also request to review at any time.

Changes to an "established" Council Calendar, can be made by the Administrator and City Clerk in conjunction with the Mayor.

When adding or deleting any proposed agenda items, consideration should be given to ensuring the Meeting can be run efficiently and that the items that have been sufficiently prepared in order that an informed discussion can take place and it is in the best interests of the City.

To adhere to the OPMA, no more than three Members total should discuss a potential new agenda item outside of an open public meeting. Members will contact the City Administrator or Clerk to work with remaining Members for a consensus of a total of three Members to take up emergent items (or to schedule a Special Meeting).

In a Meeting, the Mayor, Administrator, or Members will have the right to add and remove items on agendas with a majority (4) vote of Council in accordance with state statute for placement on a future Council Meeting agenda.

Subject to Council's right to amend the agenda, no legislative item will be voted upon which is not

on the current Meeting agenda, except in emergency situations where the Public's health, safety or welfare are jeopardized (emergency ordinances require a vote of a majority plus one [5] of the whole Council and are effective upon adoption; it may not levy taxes, grant review, extend a franchise or authorize the borrowing of money).

During a Meeting, the Chair may rearrange, change the sequence, or add/remove items.

Legally required and advertised public hearings will have higher priority over other time-scheduled agenda items that have been scheduled for convenience rather than for statutory reasons.

Council is under no obligation to consider or act upon items that are presented without supporting information.

#### 4. Regular Agenda

Regular Meetings are prepared with the following order of business:

- a. Call to order
- b. Pledge of Allegiance
- c. Roll Call of Council
- d. Public comment
- e. Consent agenda
- f. Mayor Announcements
- g. Meeting Items
- h. Executive Session (if applicable)
- i. Closing of the Meeting

#### 5. Workshop Agenda

Workshop Meetings are prepared with the following order of business:

- a. Call to order
- b. Roll Call of Council
- c. Public Comment
- d. Workshop Topics
- e. Staff Miscellaneous and Reports
- f. Council Comments and Reports
- g. Closing of the Meeting

#### 6. Consent Agenda

A consent agenda may be used to allow Council to act on numerous administrative or noncontroversial items at one time. Included on this agenda can be noncontroversial matters such as approval of minutes, payment of bills, financial write-offs, etc.

Upon request by any Member, an item may be removed from the Consent Agenda and placed on the Meeting Agenda for discussion and a stand-alone vote.

## 7. Agenda Distribution

The Clerk will provide Meeting agendas four days prior to the Meeting. The Clerk uses the City website newsletter-subscription feature to notify subscribers of its publication. The Public can sign-up to the distribution list by going to <https://www.cityofcamas.us/newsletter/subscriptions>, select "City Council Meeting and Workshop Agenda," and provide their email address. Meeting agendas are also posted at City Hall.

## 8. Attendance and Excused Absences

Election to Council is a privilege freely sought by the nominee. It carries with it the responsibility to participate in Council activities and represent the residents of the City. Attendance at Meetings is critical to fulfilling this responsibility.

RCW 35A.12.060 provides that if a Member has more than three **unexcused** consecutive absences, said member forfeits their office.

Members may be so excused by complying with this section. The member will contact the Mayor, Administrator or Clerk prior to the meeting and state the reason for his/her inability to attend the meeting. The Clerk's Office will inform the council of the Member's absence. The Member is announced "excused" in the meeting and if there is no objection, the Member is excused; and it will be noted in the meeting minutes. If there is an objection and subsequent majority vote that the absence is unexcused, it will be noted in the

meeting minutes.

There is an expectation that Members will make every effort to also attend Special Meetings, Workshops and any committees' meetings of which they are assigned.

When a Member is late to a meeting, it is noted in the meeting minutes as to their time of arrival.

## 9. Meeting Clerk's Duties

- a. Maintain the electronic recording during the Meeting.
- b. Take Roll Call.
- c. Records all votes taken. In instances of a Roll Call vote, the Clerk will call the name of each Member present in random order and will record the member's aye, nay, or abstention.
- d. Advisor to the Meeting body, and may raise administrative points - if an item is missed by mistake, seeking clarification of the motion, an amendment, or the result of the vote; or to make a Point of Order when a serious procedural error is in process or likely to occur.
- e. Prepare minutes at the conclusion of the Meeting. Prepare brief minutes for approval by the Members at the next regularly scheduled Meeting.
- f. The Clerk will not insert any directed or verbatim language unless requested by any Members, administration, or Staff.

## 10. Disorderly Conduct

The Chair may call to order any person who is being disorderly by speaking out of order or otherwise disrupting the proceedings, failing to be germane, speaking longer than the allotted time or speaking vulgarities. Such person will be seated until the Chair determines whether the person is in order.

If the person so engaged in speaking is called out of order, they will not be permitted to continue to



speak at the same Meeting except by a majority (4) vote of Council.

If a disruption to the meeting occurs and order cannot be restored, the Mayor will call a 15-minute recess, with consensus of the Council.

Selected staff will work with any person(s) to ensure order can be restored and maintained, or they may proceed to use one of the options provided for in RCW 42.30.050<sup>1</sup> to ensure orderly continuation of the meeting. No person will be removed from a public Meeting *except* for an actual breach of the peace committed at the Meeting.

### C. Public Comment Portion

In Washington State, Council Meetings are bound by parliamentary principles, which provide the rules and guidelines for the conduct of public meetings.

Each Regular and Workshop Meeting agenda will provide for reserved time for public participation.

If requested by a Member, the Chair will have discretion to allow the Public to speak at times other than the Public Comment period.

#### MEETING STRUCTURE

Mayor (Mayor Pro Tem or Pro Tem Alternate) is the Chair of the meeting

Agenda is to be followed, may be changed via Council consensus

Comments or behavior not allowed:

- Name-calling or personal attacks; obscene or indecent remarks; derogatory comments to

personalities

- Advertising or promoting the sale of products, services, or private enterprise
- Promotion of candidates running for public office, upcoming ballot measures, contest, or lotteries
- Comment periods are provided at the beginning of Council meetings as a forum to hear from residents – no sign-up or sign-in process required

#### PUBLIC COMMENT GUIDELINES

- Clearly state name and city of residence
- Address comments to Council as a whole; not individual members, staff, or audience members
- Keep comments to 3 minutes stating what you: support, oppose, suggest, or are calling attention to
- Handouts may be distributed to supplement your comment (presentations or digital aids are not allowed)
- Comment time may not be added to/donated to other speakers
- If a response is requested, state that during your comment and provide the preferred form of contact
- Per Resolution 20-005, no responses to comments or questions are provided during public comment
- Mayor will terminate comments beyond allotted time, or if there is a violation of the

<sup>1</sup> RCW [42.30.050](#) Interruptions—Procedure. In the event that any meeting is interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are interrupting the meeting, the members of the governing body conducting the meeting may order the meeting room cleared and continue in session or may adjourn the meeting and reconvene at another location selected by majority vote of the members. In such a session, final disposition may be taken only on matters appearing on the agenda. Representatives of the press or other news media,

except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the governing body from establishing a procedure for readmitting an individual or individuals not responsible for disturbing the orderly conduct of the meeting. Nothing in this section prohibits the governing body from stopping people from speaking to the governing body when not recognized by the governing body to speak.

comment/behavior guidelines

- To address Council outside of the public comment period of a meeting, email [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us) or mail/deliver comments to City Hall, 616 NE 4th Avenue

## D. Executive Sessions

### 1. Purpose

Executive Sessions may be held during a Regular or Special Meeting to consider matters authorized in RCW 42.30.110. Primarily:

- Real property acquisition and sale
- Public bid contract performance
- Complaints against public officers and employees
- Personnel issues
- Litigation
- Other matters authorized by the chapter

Before convening into an Executive Session, the Chair will announce the purpose of the session, the anticipated amount of time needed, and that no decisions are allowed in Executive Sessions. If appropriate, the Meeting will reconvene to take action, or simply adjourn. The minutes will reflect the names of all attendees of the Executive Session.

### 2. Calling Executive Session

At a Meeting, the Members, by a two-thirds (5) Roll Call vote of Council may call an executive session under the conditions out lined in the OPMA. The Roll Call vote and purpose(s) for calling the executive session will be entered into the minutes of the public part of the Meeting at which the vote is taken.

Attendees of executive session will keep confidential all materials seen and verbal information provided in the session, and will comply with RCW 42.23.070(4), relating to the disclosure of confidential information: No municipal officer may disclose confidential

information gained by reason of the officer's position, nor may the officer otherwise use such information for his or her personal gain or benefit.

## E. Closed Meetings

The key difference between Executive Sessions and Closed Sessions are that the notice and other requirements of the OPMA do not apply to Closed Session conducted per RCW 42.30.140.

Closed Sessions may be held as needed and called by the Human Resources Director or the Clerk's Office.

For local governments that have union employees, the only purposes allowed for calling a Closed Session are to plan or adopt strategies or positions related to: (per RCW 42.30.110)

- Collective bargaining
- Professional contract negotiations
- Grievance or mediation proceedings
- Reviewing the proposals made in negotiations while in progress

The presider in Executive or Closed sessions is the Mayor or designee. The City Attorney's role is a legal advisor to his "client", the City – mayor, city administrator, city council, city staff, and boards and commissions.

Other staff may be invited as is necessary for the effective communication of the matter at hand.

## F. Breach of Confidentiality Consequences

Any officer violating confidentiality is liable to the City for a penalty in the amount of \$500, in addition to such other civil or criminal liability or penalty as may otherwise be imposed upon the Member by law.

In addition to all other penalties, civil or criminal, the violation by any Member of confidentiality may be grounds for forfeiture of his or her office.

## G. Discussion and Voting

## 1. Conduct of Discussion

During Council discussion and debate, no member will speak until recognized by the Chair. After such recognition, the member will confine discussion to the topic at hand and to its merits and will not be interrupted except by a point of order or privilege raised by another member. Speakers should address their remarks to the Chair, maintain a courteous tone and avoid interjecting a personal note into debate.

No member will speak more than once on the same topic unless every member desiring to speak to that topic will have had the opportunity to do so.

## 2. Ordinances and Resolutions

No ordinance, except an appropriation ordinance, an ordinance adopting or embodying an administrative or governmental code or an ordinance adopting a code of ordinances, will relate to more than one subject, and that subject will be clearly stated in its title.

A vote on all ordinances and resolutions will be entered in the minutes. If the vote is unanimous, it will be necessary only to state so in the minutes, unless a Roll Call vote is required by law or by Council rules.

## 3. Roll Call

In all Roll Call votes, the names of Members will be called in random order.

## 4. Duty to Vote

Election to a deliberative body carries with it the obligation to vote. Members present at a Meeting will vote on every matter before the body, unless otherwise excused or prohibited from voting by law. A Member who is present and abstains or does not respond to a Roll Call vote will be counted as voting with the prevailing side and will be so recorded, unless otherwise excused or

prohibited by law from voting.

Conflict of interest, as defined by law, will be the sole reason for a member to abstain from voting. The opinion of the City Attorney will be binding on Council with respect to the existence of a conflict of interest. A vote may be tabled, if necessary, to obtain the opinion of the Attorney.

The right to vote is limited to the Members present at the time the vote is taken. Voting by proxy is not permitted. Members may table an item if another Member is pending arrival or exercising a Point of Privilege, until they can participate in the vote in the same meeting.

All votes must be held and determined in public; no secret ballots are permitted.

## 5. Results of Voting

In all cases where a vote is taken, the Chair will declare the result.

It will be in order for any Member voting in the majority (4) to move for a reconsideration of the vote on any topic at that Meeting or at the next succeeding Meeting. When a motion to reconsider fails, it cannot be renewed.

## 6. Electronic Devices in Meetings

Members will not send or receive electronic communications concerning any matter pending before Council during a Meeting.

To ensure focus on the discussions during meetings, Members should only use the internet during meetings to access agenda packet information, Council resource documents, including but not limited to City policies, Robert's Rules of Order, or other research relevant to the discussion.

In deference to the Meeting at hand, Members should make every effort to refrain from sending or receiving electronic communication of a personal nature during Meetings, though it may sometimes be necessary to send or receive very

urgent/emergency family or business communications.

## H. Miscellaneous

### 1. Adoption and Amendment of Rules of Procedure

These rules of procedure of Council will be placed on the agenda of the first Meeting following the seating of the newly elected Members for review and adoption. A copy of the rules adopted will be distributed to each Member.

Council may alter or amend its rules at any time by a majority (4) vote of Council after notice has been given of the proposed alteration or amendment.

### 2. Suspension of Rules

The Rules of Council may be suspended for a specified portion of a Meeting by an affirmative two-thirds (5) Roll Call vote of Council except that Council actions will conform to state statutes and to the State of Washington and the United States Constitutions.

### 3. Committees

#### Standing Committees of Council

The City will have the following standing committees:

- CIVIL SERVICE COMMISSION *6-Yr Appt*  
Adopts rules and regulations related to civil service testing procedures and other processes for Fire and Police Department employees.  
Staff: Fire Department Administrative Assistant
- DESIGN REVIEW COMMITTEE *Ongoing Terms*  
Citizens serve on this board, ongoing terms. Reviews and makes recommendations regarding development proposals as they relate to architecture, landscaping, and site design for compliance with City design guidelines and principles. Strong background in architecture, landscape design, and/or site design is highly desirable.

Staff: Community Development Director

- LAW ENFORCEMENT OFFICERS AND FIRE FIGHTERS (LEOFF) DISABILITY BOARD *2-Yr Appt*  
Adopts rules and regulations related to mandated benefits provided to law enforcement officers and firefighters hired under LEOFF I provisions.  
Staff: Administrative Services Director
- LIBRARY BOARD OF TRUSTEES *5-Yr Appt*  
Adopts policies, approves expenditures, and advocates on behalf of the Library.  
Staff: Library Director
- LODGING TAX ADVISORY COMMITTEE *Ongoing Terms*  
Oversees city hotel revenues and reviews requests for tax dollars to be used for tourism projects.  
Staff: City Administrator
- PARKING ADVISORY COMMITTEE *4-Yr Appt*  
Advises on City parking policy and program implementation within downtown commercial zone.  
Staff: Community Development Director and Public Works Director
- PARKS AND RECREATION COMMISSION *3-Yr Appt*  
Advises the City Council on matters related to City parks, recreation, and open spaces.  
Staff: Parks and Recreation Director
- PLANNING COMMISSION *3-Yr Appt*  
Conducts public hearings and makes recommendations to the City Council as to best methods of conservation utilization, planning, and development.  
Staff: Community Development Director
- SALARY COMMISSION *4-Yr Appt*  
Reviews the relationship of salaries to the duties of the Mayor and City Council Members.  
Staff: City Administrator

Staff support to committees includes:

- Preparation of a summary agenda
- Preparation of minutes
- Occasionally assist in research and reports

#### α. Citizen Appointments to Committees

Resident members of committees will be appointed by the Mayor, in conjunction with Staff supporting the committee, and finally subject to approval by a majority (4) vote of

Council. Unless stated otherwise, appointees must be residents of the City. Vacancies will be filled by majority vote of Council in the same way appointments are made.

#### 4. Council Appointments to Boards and Commissions

Council Appointments are made annually to City, County, or Regional Boards and Commissions. These "Liaison" appointments are made at the direction of the Mayor. Consideration of a Member's interest in a particular subject or assignment will be made. The Appointee will serve for a term of one year, unless otherwise designated, and may be reappointed to the same Board or Committee from year to year. The Appointee will report objectively about any updates, of the group's activities, or discussions and considerations. These reports are provided during Council Updates in Council Workshop meetings. Members will avoid making duplicate reports and make every effort to be concise.

Liaison Appointment name definitions:

Alternate – Should the appointed Member to that Committee be unable to attend a particular meeting, the Alternate will instead.

Board Member – Seats on a board that are specifically established to be filled by an elected official of the City.

Committee Member – the Board or Committee is solely made up by Members of Council exclusively.

Observer – keep current with the group; communicate with leaders of the group; and report back to the Council to keep them informed of its current and/or future activities. Extreme care must be taken to avoid an Appearance of Fairness Doctrine violation or conflict of interest possibilities with groups or agencies.

Participant – Particular Boards or Committees are made up of non-Members, but the Committee invites the input or feedback from a Member of

Council.

When appropriate, Appointees will schedule with Council an annual presentation by the board or commission about programs, goals, and accomplishments.

Ad Hoc committees may be established for a specific period of time by the Mayor or by a resolution of Council which specifies the task of the ad hoc committee and the date of its dissolution.

Members of Ad Hoc Committees will be on a volunteer basis. All those who wish to serve will signify so in a meeting so the Clerk may take note. Outside the meeting, the volunteers are considered by the Mayor who will determine who the members will be. The Mayor will also designate the Member who is to be the Chair of the Committee. The Chair will report on the status of the Committee's progress on assigned tasks to Council from time to time. Final Committee findings will be reported to Council for final discussion and approval.

#### 5. Relationship with City Attorney

The Attorney's Office serves as the legal adviser to the Mayor, City Council, City Clerk and all City departments with respect to any legal question involving an official duty or any legal matter pertaining to the affairs of the City; represents and defends the City in legal matters; handles all suits initiated on behalf of the City and any of its departments; prosecutes violations of City ordinances; and provides counsel to elected officials on code interpretation and reform.

Although the Mayor or Administrator typically has more contact with the Attorney than the Members, the Attorney's job is to advise all city officials.

Ultimately the Attorney is legal guidance to all City Officials, and it is up to the Council to establish the procedures that direct that guidance.

A Member should consult with the Attorney to determine whether they should recuse themselves from a quasi-judicial discussion and decision. If a member is recused on the advice of the Attorney, they are to announce their intent under the Appearance of Fairness Disclosures and will leave the Chamber. They will be considered absent when voting occurs.

If a Member believes they may have a conflict of interest, they are encouraged to discuss the law and any potential conflicts with the Attorney prior to the meeting(s) at which the item will be discussed and/or voted on.

Outside of a meeting before requesting research or other action by the Attorney, Members are advised to consult with the Clerk or Administrator so that efforts are not duplicated.

The Attorney, along with the Administrator will call an Executive Session regarding any topics related to City Liability or current litigation so that there is a clear understanding of what may or may not be said when engaging those matters with members of the public.

The provision of the "Open Public Meetings Act" will not be applicable to any conference, discussion or deliberation between the legislative body and its city attorney concerning settlements, avoidance of, or contemplated litigation, settlement offers and like matters, all of which will be subject to the statutory and common law attorney-client privilege.

## I. Respecting Roles and Responsibilities

The following will guide interactions between Members, administration, and Staff).

- a. Members, Administration, and Staff will continue to demonstrate mutual courtesy and respect towards one another and of their respective roles and responsibilities.
- b. Administration and Staff acknowledge Council as policy makers. Members acknowledge City Administration and Staff as subject matter

experts who provide consultation to Council and administer policies set by Council.

- c. Members honor Staff and their designated levels of authority and department operating rules. Any personnel concerns will be addressed with the Administrator.
- d. Member's requests for information or any need to discuss policy issues will be directed through the Administrator, who will work with appropriate Staff until resolved.
- e. Individual Members will not direct Staff.
- f. Members will not engage in coercing or influencing Staff to engage in any act that is in conflict with the performance of official duties.

## J. No Surprise Rule

Members should use best efforts to:

- a. Contact the Administrator to advise of emerging issues as soon as aware of them.
- b. Provide the Administrator, and associated Staff whose item is in question, advance notice of any questions or concerns about the item prior to the Meeting. Staff responses to such requests will be provided to all Members.
- c. Provide the Administrator and Staff advance notice if planning to propose substantial amendments and/or revisions to any agenda item.

## K. Code of Conduct

### 1. Purpose

The behavior of elected officials and public employees is often scrutinized by the Public and is the subject of many laws. Electeds and employees have the duty to serve all residents with care not to violate public trust, either in *appearance or in fact*.

Electeds and staff will hold themselves accountable to certain principles and code of conduct when engaging in City business, when

interacting with one another and when interacting with the Public.

## 2. Conduct with One Another

Council and staff are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, each Member has chosen to serve in public office in service to the City. This common goal should be acknowledged even as Members may "agree to disagree" on contentious issues.

## 3. Civility and Decorum in Discussions and Debate

- a. Difficult discussion, challenges to a point of view, and criticism of ideas are legitimate elements of a free democracy in action. This does not allow, however, Members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.
- b. Members will preserve order and decorum during Meetings, and will not, by conversation or other actions, interrupt the proceedings or refuse to oblige the directives of the Presider. Members will, when addressing Staff or the Public, confine themselves to topics under discussion, will not engage in personal attacks, will not impugn the motives of any speaker, and will at all times, while in session or otherwise, conduct themselves in a manner appropriate to the dignity of their office.

## 4. Honor the Role of the Presiding Officer in Maintaining Order

It is the responsibility of the Presider to keep the comments of the Members germane during all Meetings. Members will honor the efforts of the Presider to focus discussions on current items. If there is a disagreement about the agenda or the

Presider's actions, those objections should be voiced politely and with reason, following a procedure consistent with parliamentary process.

## 5. Demonstrate Effective Problem-Solving Approaches

Members have a public stage to show how Members with disparate points of view can find common ground and seek a compromise that benefits all residents.

## 6. Code of Ethics

Members will conduct themselves as an example of good ethical conduct for all residents. Members will bear this in mind and refrain from actions benefiting any individual or special interest group at the expense of the City as a whole.

## 7. Public and Private Presence

Technology allows words written or said without much forethought to be distributed wide and far. Members should keep in mind that written notes, voicemail messages, and emails should be treated as public communication and that such communications can potentially be subject to disclosure under the Public Records Act, RCW 42.56.

Elected officials are always on display— their actions, mannerisms, and language are monitored by people around them that they may or may not know.

Be mindful in conversations to clarify when Members are stating their own opinions, versus when it is the opinion of Council as a whole.

## 8. Member Conduct with City Staff

Governance of the City relies on the cooperative efforts of Members, who set policy, and Staff who implement and administer those policies. Every effort should be made to be cooperative and respectful of the contributions made by each

individual for the good of the City.

Members are to treat Staff as professionals using clear, honest communication that exhibits professionalism and respect for each individual's abilities and experience. Poor behavior towards Staff is not accepted.

Questions or requests for additional information to Staff, which would be of interest to all Members should include a cc to the Administrator. Materials or information supplied to any Member in response to a request will be made available to all Members so that all have access to the same information.

Members are not to get involved in administrative functions. Members will not attempt to unethically influence or coerce any Staff concerning either their desired actions or recommendations to Council about Meetings, personnel, purchasing, awarding contracts, selection of consultants, processing of development applications, or the granting of City licenses and permits.

While Members' connections with their constituents is important that it be honest, transparent and timely, it is important that Staff and Members present a united and consistent message; thereby building relationship and trust on all fronts – with Staff, with Council, and with the Public.

Members should not attend Staff meetings unless directed by the Administrator. Regardless of whether a Member says anything, a Member's presence implies support, or may show partiality, intimidate Staff, or hamper Staff's ability to do their jobs objectively.

In public meeting settings, if Staff direction is requested, make the inquiry with the City

Administrator along with seeking Staff feedback to determine the appropriate staff and next steps.

Members should refrain from publicly criticizing a Staff individual and concerns about the performance of the individual should not be voiced in public or to the individual directly. Comments about Staff performance are to be directed to the Administrator and kept private.

Members can work with the Clerk's Office directly if follow-up is needed on unanswered messages.

## 9. Members Conduct with the Public

Making the Public feel welcome is an important part of the democratic process. No signs of partiality, prejudice, or disrespect should be evident on the part of a Member toward any individual at all times. Every effort should be made to be fair and impartial in listening to members of the public.

In Meetings, Members should be welcoming to speakers and should address them with respect. Because personal concerns are often the issue of those coming to speak to Council, Members should remember that how they treat the speaker will either help or push emotions to a higher level of intensity.

Members are encouraged to practice active listening. It can be disconcerting to speakers to see members not look at them when they are speaking. While it is a standard practice in meetings to look down at documents or to make notes; doing so for a long period of time gives the appearance of disinterest. Be aware of any facial expressions that could be interpreted as "smirking," disbelief, anger, or boredom.

Members should not debate or engage in argument with Public Commenters. Only the



Presider (and not Members) may interrupt a speaker during Public Comment. If needed, a Member may ask the Presider for a "point of order" if the speaker is off topic or exhibiting behavior or language the Member finds disturbing.

Questions by Members to the Public and Staff should seek to clarify or expand information, never to appear to challenge or belittle; and never engage in personal attacks of any kind, under any circumstances. Be mindful of body language and tone of voice, and choice of words, so as not to appear intimidating or aggressive.

## 10. Correspondence

The following process will be used for incoming correspondence:

1. E-mail: Messages to citycouncil@cityofcamas.us or the administration inbox to the attention of Council, are automatically sent to each Council Member and City Administration including the Mayor's Office and the Communications Director.
2. Physical mail: All physical correspondence, unless marked "personal" on the outside envelope, will be opened, date stamped, scanned and e-mailed to the City Council distribution list, or, if addressed to a specific Council Member only, that Council Member(s). The original is filed with the City Clerk's Office. Any correspondence dealing with City business that is mailed or e-mailed to a Council Member at a personal address will be provided to the City Clerk's Office for normal processing, distribution and filing as noted above. by the Mayor's Office.

For correspondence sent to a specific Council Member, a response will be sent by that Council Member.

In providing a response, Council Members will:

1. Clearly state whether their statements reflect the official stance of the City Council or their

individual position;

2. State the official City Council position on an issue if responding on behalf of the City Council;
3. Consult with the City Attorney or City Administration on any topics that relate to City liability or current litigation so that they have a clear understanding of what may be communicated prior to responding.

Lastly, in the spirit of, "if one knows, all know", any correspondence that appears to purposefully exclude particular Members, Staff or Administration, will be forwarded to all those who were excluded.

## 11. Conduct in Unofficial Meetings

Members should make no promises on behalf of Council or Staff. It is inappropriate to "promise" Council or Staff action to do something specific (i.e., fix a pothole, replace flowers, fix a leak, etc.); refer them to the Administrator.

Situations may be brought to your attention that appear to require urgent or immediate attention. To ensure that double-work efforts are being conducted by multiple levels of Staff, bring it to the attention of the Administrator who may already be addressing or has already directed Staff to do so. It's an all too common instance, having heard just one side of a situation, to act before getting all needed information, or to begin to take matters up that may already be on their way to resolution.

Staff advise that all issues and concerns be addressed with the Staff directly responsible and if unresolved, be brought to the attention of supervisors. If further unresolved, then to the attention of administration and lastly Council.

Members should not make personal comments about other Members. It is acceptable to publicly

disagree about an issue, but it is unacceptable to make derogatory comments about other Members, their opinions, and their actions.

Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Members. It is a serious and continuous responsibility.

## 12. More than Guidelines

The code of conduct set forth in this section are more than mere guidelines. Members are expected to be aware of and adhere to the standards set forth in this section. In the event of violation, any penalties, remedies, or punishments available under equity or at law may be imposed as Council may deem appropriate.