

City Council Regular Meeting Agenda Monday, May 19, 2025, 7:00 PM Council Chambers, 616 NE 4th AVE

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

To observe the meeting (no public comment ability)

- go to https://vimeo.com/event/5120023

To participate in the meeting (able to public comment)

- go to https://us06web.zoom.us/j/82525742145 (public comments may be submitted to publiccomments@cityofcamas.us)

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

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

CONSENT AGENDA

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

- 1. May 5, 2025 Camas City Council Regular and Workshop Meeting Minutes
- 2. May 5, 2025 Camas City Council Special Meeting Minutes
- 3. Automated Clearing House and Claim Checks Approved by Finance Committee
- 4. \$84,823.00 Award to Strata for Additional Hydrogeological Services (Submitted by Rob Charles, Utilities Manager)
- 5. \$65,177.58 Mather and Sons, Inc., Pump 12 Rebuild Bid Award with up to 10% Change Order Authorization (Submitted by Rob Charles, Utilities Manager)
- 6. \$15,432.72 WSP, Inc, Well 6-14 Waterline Award (Submitted by Rob Charles, Utilities Manager)
- Lodging Tax Advisory Committee Awards
 (Submitted by Doug Quinn, City Administrator)

NON-AGENDA ITEMS

- 8. Staff
- 9. Council

MAYOR

- 10. Mayor Announcements
- 11. National Public Works Week Proclamation
- 12. Taiwanese American Heritage Week Proclamation

MEETING ITEMS

13. Ordinance 25-009 E-verify Update

<u>Presenter: Jen Hertz, Procurement Specialist, Cathy Huber Nickerson, Finance Director and Matthew Thorup, Assistant Finance Director</u>
Time Estimate: 5 minutes

14. Resolution 25-006 Increase to Approval Thresholds

<u>Presenter: Jen Hertz, Procurement Specialist, Cathy Huber Nickerson, Finance Director and Matthew Thorup, Assistant Finance Director</u>
Time Estimate: 5 minutes

- 15. Resolution 25-007 Revisions to Small Works Roster Process

 Presenter: Jen Hertz, Procurement Specialist, Cathy Huber Nickerson, Finance

 Director and Matthew Thorup, Assistant Finance Director

 Time Estimate: 5 minutes
- 16. Public Hearing for the Nourse Road Annexation Ordinance No. 25-008
 Presenter: Madeline Coulter, Planner
 Time Estimate: 20 minutes
- 17. Public Hearing for the Johnson Annexation Ordinance No. 25-007
 Presenter: Robert Maul, Planning Manager
 Time Estimate: 10 minutes

PUBLIC COMMENTS

CLOSE OF MEETING



City Council Workshop Minutes - Draft Monday, May 05, 2025, 4:30 PM Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

ROLL CALL

Present: Council Members Marilyn Boerke, Martin Elzingre, Tim Hein, Leslie Lewallen,

Jennifer Senescu, and John Svilarich

Remote: Council Member John Nohr

Staff: Sydney Baker, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber

Nickerson, Tina Jones, Robert Maul, Alan Peters, Doug Quinn, Bryan Rachal,

Brian Smith, Alicia Stevens and Chris Witkowski

Press: Kelly Moyer, Camas-Washougal Post Record

PUBLIC COMMENTS

Douglas Tweet, Camas, commented about fluoride.

Rick Marshall, Camas, commented about the Washougal Greenway.

David Sampson Jr., Washougal, commented about the Camas Cemetery and Crown Park.

WORKSHOP TOPICS

1. Procurement Code Updates

Presenter: Jen Hertz, Procurement Specialist Cathy Huber Nickerson, Finance Director and Matthew Thorup, Assistant Finance Director

An Ordinance for this item will be placed on the May 19, 2025 Regular Meeting Agenda for Council's consideration.

2. City of Camas 2025 First Quarter Financial Performance Presentation Presenter: Cathy Huber Nickerson, Finance Director

This item was for Council's information only.

7. Clark County Community Services 5-year Consolidated Plan Presenter: Rebecca Royce, Clark County

This item was for Council's information only.

3. Well 13 PFAS and System Wide Project Update Presenter: Rob Charles, Utilities Manager

This item will be placed on the May 19, 2025 City Council Regular Meeting Consent Agenda for Council's consideration.

4. 2024 Additional Hydrogeologic Assistance Presenter: Rob Charles, Utilities Manager

This item will be placed on the May 19, 2025 City Council Regular Meeting Consent Agenda for Council's consideration.

5. Construction Award Well Pump 12 Presenter: Rob Charles, Utilities Manager

This item will be placed on the May 19, 2025 City Council Regular Meeting Consent Agenda for Council's consideration.

6. Amendment to Professional Services Agreement Well 6-14 Presenter: Rob Charles, Utilities Manager

This item will be placed on the May 19, 2025 City Council Regular Meeting Consent Agenda for Council's consideration.

8. Staff Miscellaneous Updates
Presenter: Doug Quinn, City Administrator

Quinn introduced the new Parks and Recreation Director, Chris Witkowski.

Quinn commented about the Nightshade permit rescission and upcoming watering request of citizens.

COUNCIL COMMENTS AND REPORTS

Due to time constraints, Council Comments were moved to the May 5, 2025 Regular Meeting Agenda.

PUBLIC COMMENTS

Glen DeWillie, Camas, commented about PFAS.

CLOSE OF MEETING

The meeting closed at 6:32 p.m.



City Council Regular Meeting Minutes - Draft Monday, May 05, 2025, 7:00 PM Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Marilyn Boerke, Martin Elzingre, Tim Hein, Leslie Lewallen,

Jennifer Senescu, and John Svilarich

Excused: Council Member John Nohr

Staff: Sydney Baker, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber

Nickerson, Tina Jones, Robert Maul, Alan Peters, Doug Quinn, Bryan Rachal,

Brian Smith, Alicia Stevens and Chris Witkowski

Press: No one from the press was present

PUBLIC COMMENTS

Shannon Van Horn, Washougal, commented about the Farmer's Market.

Leah Nichelson, Camas, commented about the Farmer's Market.

Bruce Barnes, Clark County, commented about public comment period, incorporation into Vancouver, Clark County Public Transit Benefit Area Authority (CTRAN) and crime in Vancouver.

Randall Friedman, Camas, commented about an economic development committee.

Tyler Sanders, Camas, commented about pedestrian infrastructure.

Darcy Smith, Camas, commented about speeding by Lacamas Lake.

Mike Hamilton, Clark County, commented about the Farmer's Market, property taxes and the Interstate Bridge Replacement (IBR).

CONSENT AGENDA

1. April 21, 2025 Camas City Council Regular and Workshop Meeting Minutes

- 2. \$2,648,255.11 Automated Clearing House 702049-702103 and Claim Checks 160354-160422, and \$462.52 Camas Assistance Program (CAP) Check 160353 Approved by Finance Committee
- \$642,596.84 to Parametric, Inc. for the Downtown Regional Storm Treatment Bid Award (Submitted by Rob Charles, Utilities Manager)
- 4. \$586,864.42 to Grade Werks Excavating, LLC, for Lacamas Meadows Pump Station 1 Force Main and Odor Control Bid Award with up to 10% change order authorization (Submitted Rob Charles, Utilities Manager)
- \$66,795 DKS Associates Camas Transportation Plan and Traffic Impact Fee Update Professional Services Agreement Amendment No. 8 (Submitted by James Carothers)
- \$642,596.84 to Parametric, Inc. for the Crown Park Regional Storm Treatment Bid Award (Submitted by Rob Charles, Utilities Manager)
- 7. \$10,066.00 PBS Engineering and Environmental, Citywide Horizontal Curve Safety Project Professional Services Agreement Supplement 2 (Submitted by James Carothers)

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

NON-AGENDA ITEMS

8. Staff

Quinn commented about Well 13 being turned on in June.

9. Council

Senescu attended ribbon cuttings at the First Friday event and commented about an upcoming Town Hall meeting.

Svilarich attended First Friday and ribbon cuttings.

Boerke commented about livability in Camas.

Lewallen commented about a Homeless Ad Hoc Committee and the camping ordinance. Lewallen attended the Chamber luncheon, a ribbon cutting in Washougal and coffee with the Veterans of Foreign Wars (VFW). Lewallen commented about Lacamas Lake, an upcoming Camas Chamber event and Camas Days.

Hein attended a CTRAN meeting, the Camas Washougal Port Strategic Plan meeting, Downtown clean up and ribbon cutting event. Hein commented about TriMet ridership and citizen commented on fluoride. Hein welcomed the new Parks and Recreation Director.

Elzingre commented about safety around Lacamas Lake.

MAYOR

10. Mayor Announcements

Mayor Hogan commented about ribbon cuttings at First Friday and the new Parks and Recreation Director.

11. Water Safety Month Proclamation

Mayor Hogan proclaimed May 2025 as Water Safety Month in the City of Camas.

12. Asian American, Native Hawaiian, and Pacific Islander Month Proclamation

Mayor Hogan proclaimed May 2025 as Asian American, Native Hawaiian, and Pacific Islander Month in the City of Camas.

MEETING ITEMS

13. Resolution No. 25-004 Setting a Public Hearing Concerning the Proposed Vacation of SE Bybee Road

Presenter: James Carothers, Engineering Manager

Time Estimate: 5 minutes

It was moved by Hein, and seconded, to approve Resolution No. 25-004. The motion carried.

14. Public Hearing - Ordinance No. 25-005 Accessory Dwelling Unit Interim Ordinance Extension

Presenter: Alan Peters, Community Development Director

Time Estimate: 10 minutes

Mayor Hogan opened the public hearing at 7:50 p.m. The following citizens provided testimony:

Tyler Sanders Bruce Barnes

The public hearing closed at 7:56 p.m.

It was moved by Boerke, and seconded to adopt Ordinance No. 25-005 and publish according to law. The motion carried.

Roll Call Vote:

Senescu – Yes Lewallen – Yes Svilarich – Yes Elzingre – Yes Hein – Yes Boerke - Yes

 Resolution No. 25-005 Parklands at Camas Meadows Development Agreement Amendment

Presenter: Alan Peters, Community Development Director

Time Estimate: 5 minutes

It was moved by Boerke, and seconded, to approve Resolution No. 25-005. The motion carried.

PUBLIC COMMENTS

Carrie Schulstad, Camas, commented about 2025 Plant Fair.

Mike Hamilton, Camas, commented about water safety.

Bruce Barnes, Clark County, commented about CTRAN.

EXECUTIVE SESSION

Executive Session - Topic: Property Acquisition (RCW 42.30.110)
 Time Estimate: 10 Minutes

The Council met in Executive Session to discuss property acquisition. No decisions were made. Those in attendance were Doug Quinn (City Administrator), Kelly Hickok (Assistant City Attorney), Rob Charles (Utilities Manager), and Council Members Boerke, Elzingre, Hein, Lewallen, Senescu, and Svilarich.

CLOSE OF MEETING

The meeting closed at 8:16 p.m.



City Council Special Meeting Minutes - Draft Monday, May 05, 2025, 3:15 PM Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

Mayor Hogan called the meeting to order at 3:15 p.m.

ROLL CALL

Present: Council Members Marilyn Boerke, Martin Elzingre, Tim Hein, Leslie Lewallen,

Jennifer Senescu, and John Svilarich

Remote: Council Member John Nohr

Staff: Sydney Baker, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber

Nickerson, Tina Jones, Robert Maul, Alan Peters, Doug Quinn, Bryan Rachal,

Brian Smith, Alicia Stevens and Chris Witkowski

Press: No one from the press was present

WORKSHOP TOPICS

1. Draft Council Policies and Procedures

Presenter: Tim Hein, Council Member and Marilyn Boerke, Council Member

This item was for Council's information only. Discussion ensued.

CLOSE OF MEETING

The meeting closed at 4:15 p.m.



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue Camas, WA 98607

Hydrogeologic Assistance

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

- 1. <u>Project Designation.</u> The Consultant is retained by the City to perform professional services in connection with the project designated as the Hydrogeologic Assistance.
- 2. <u>Scope of Services.</u> Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
- 3. <u>Time for Performance.</u> Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than <u>December 31st, 2026</u>, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
- 4. <u>Payment.</u> The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$84,823 under this agreement as follows:
 - a. Payment for the work provided by Strata shall be made as provided on Exhibit "A" attachedhereto, provided that the total amount of payment to Consultant shall not exceed theamounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor,materials, equipment supplies and expenses.
 - b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

Professional Services Agreement Strata 5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.

All work product which may be produced or modified by the Consultant while performing the Services shall belong to the City, upon full payment of all monies owed to the Consultant under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the City.

- 6. <u>Compliance with Laws.</u> Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
- 7. <u>Indemnification</u>. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. Consultant's Liability Insurance.

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

- 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
- 3. <u>Professional Liability insurance</u> appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
- 4. <u>Workers' Compensation coverage</u> as required by Industrial Insurance laws of the State of Washington.
- 5. <u>Verification</u>. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. <u>Verification of Coverage</u>. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. <u>Notice of Cancellation</u>. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. <u>Failure to Maintain Insurance</u>. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- 9. <u>Independent Consultant.</u> The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
 - Neither Consultant nor any employee of consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to consultant, or any employee of Consultant.

- 10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 11. <u>Discrimination Prohibited.</u> During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
 - Title VI of the Civil Rights Act of 1964
 (42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
 (23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
 - (29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
 (42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
 - (Public Law 100-259)
 - Americans with Disabilities Act of 1990
 (42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

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

- 12. <u>Confidentiality</u>. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
- 14. <u>Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—</u> Primary and Lower Tier Covered Transactions.
 - a. The Consultant, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 - 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense

in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
- 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to this contract.
- c. The Consultant agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
- d. The Consultant further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

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

15. Intellectual Property.

- a. Warranty of Non-infringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
- 16. <u>Assignment.</u> The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

- 17. <u>Non-Waiver.</u> Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
- 18. <u>Conflict of Interest.</u> It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
- 19. <u>City's Right to Terminate Contract.</u> The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
- 20. <u>Notices.</u> Notices to the City of Camas shall be sent to the following address:

Rob Charles City of Camas 1620 SE 8th Ave Camas, WA 98607

PH: 360-817-7268 ext. 4203 EMAIL: rcharles@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Burt Clothier Strata PH: 360-413-1520

burt.clothier@mottmac.com

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

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

- 23. <u>Governing Law</u>. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. <u>Venue</u>. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. <u>Remedies Cumulative</u>. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. <u>Counterparts.</u> Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

| DATED this | day of | , 20 | |
|----------------|--------|--------------------------------------|--|
| CITY OF CAMAS: | | Strata: Authorized Representative | |
| Ву | | By | |
| Print Name | | Print Name | |
| Title | | Title | |
| | | Date | |

Strata Geosciences

| | | | ESTIN | IATED HO | URS | | | LABOR | DIRECT | TOTAL | COST |
|---|-------------------|-----------------------|--------------------|-----------------------|-------------------|----------------|----------|--------------------|---------------|--------------------|--------------|
| | SENIOR ADVISOR | PRINCIPAL HYDROGEO | SENIOR HYDROGEO | SR. TECH (MODELER) | STAFF HYDROGEO | GIS ANALYST | ADMIN | COST | COSTS | ESTII | MATE TASK |
| TASK/SUBTASK | \$270/hr | \$225/hr | \$195/hr | \$175/hr | \$140/hr | \$190/hr | \$115/hr | | ITEM COST | SUBTASK | TOTAL |
| 1. ASSIST WITH WELL DECOMISSIONING | | | | | | | | | | | \$1,453 |
| 1.1 Compile Information for Drilling Contractor | | 1 | 2 | | | | | \$615 | | \$615 \$390 | |
| Advise Contractor (Remotely) During Decommissioning Confirm Driller's Decommissioning Documentation | | | 2 | | | | | \$390 \$195 | | \$390 \$195 | |
| 1.4 Task Specific Project Management | | | 1 | | | | 0.5 | \$253 | | \$253 | |
| 1.4 Task opcome Hoject Management | | | • | | | | 0.0 | Ψ200 | | Ψ200 | |
| 2. 2024/2025 MONITORING ACTIVITIES | | | | | | | | | | | \$17,690 |
| 2.1 Develop Monitoring Approaches for Parker's Landing (Brader) and Louis Bloch Park Wells | 2 | 4 | 4 | | | | | \$2,220 | | \$2,220 | |
| 2.2 Field Visits for Data Downloads (3) | | 16 | 2 | | 36 | | | \$9,030 | Mileage \$600 | \$9,630 | |
| 2.3 Replace Equipment at River Stage Gage | | 2 | | | | | | \$450 | | \$450 | |
| 2.4 Append Water Level Dbase with 2023/2024 Data (Database Mangement) | | 8 | | | 8 | | | \$2,920 | | \$2,920 | |
| 2.5 Task Specific Project Management | | 2 | 8 | | | | 4 | \$2,470 | | \$2,470 | |
| 3. WATER RIGHTS ASSISTANCE | | | | | | | | | | | \$20,315 |
| 3.1 Water Rights Strategy discussion w/ City Staff | 2 | 4 | 8 | | | | | \$3,000 | | \$3,000 | \$20,313 |
| 3.2 Meet with Ecology to Discuss Desired Water Rights Strategies | 4 | 7 | 8 | | | 2 | | \$3,020 | | \$3,020 | |
| 3.3 Develop Application for Including Well 13 in Umbrella Water Right | 2 | 4 | 16 | | 4 | 2 | | \$5,500 | | \$5,500 | |
| 3.4 Ongoing Water Rights Assistance (reserved fixed level of effort) | 3 | 6 | 20 | | | 2 | | \$6,440 | | \$6,440 | |
| 3.5 Task Specific Project Management | | 2 | 8 | | | | 3 | \$2,355 | | \$2,355 | |
| | | | | | | | | | | | |
| 4. FINALIZE LWWF CAPACITY REPORT | | | | | | | | | | | \$12,880 |
| 4.1 Incorporate City Information Into Source Protection Analysis | 10 | 6 | 4 | 4 | 4 | 2 | | \$6,470 | | \$6,470 | |
| 4.2 Receive and Discuss City Comments on Draft | 4 | | 4 | | | | | \$1,860 | | \$1,860 | |
| 4.3 Finalize Report 4.4 Task Specific Project Management | 4 | 2 | 2 | 2 | 4 | 3 | 1 | \$3,400 \$1,150 | | \$3,400 | |
| 4.4 Task Specific Project Management | | 2 | 3 | | | | 1 | \$1,150 | | \$1,150 | |
| 5. REVIEW CHARACTERISTIC (RECENT) SUMMER PUMPING PRACTICES | | | | | | | | | | | \$14,455 |
| 5.1 Obtain & Integrate 2023 Summer Pumping Data into Existing Data | 2 | | | 4 | 4 | | | \$1.800 | | \$1,800 | Ų. 1, 100 |
| 5.2 Analyze Summer Data to Ascertain Recent Pumping Practices | 4 | | 2 | 6 | 4 | | | \$3,080 | | \$3,080 | |
| 5.3 Compare Expected Summer 2024 Pumping to LWWF Water Rights (w/o Well 13) | 4 | | 4 | 4 | | | | \$2,560 | | \$2,560 | |
| 5.4 Discuss Findings with City Staff, Refine Analysis as Needed | 4 | | 2 | 4 | 4 | | | \$2,730 | | \$2,730 | |
| 5.5 Prepare Short Memo to Share with Carollo & City Staff | 6 | | | 2 | 6 | | | \$2,810 | | \$2,810 | |
| 5.6 Task Specific Project Management | 1 | | 5 | | | | 2 | \$1,475 | | \$1,475 | |
| | | | | | | | | | | | |
| 6. ADDRESS UNANTICIPATED MODEL COMPLEXITIES | | | | | | | | | | | \$15,505 |
| Extend model to south of Columbia River, define hydrostratigraphy Definition of river cells, seasonal change in river footprint | 10 6 | | 4 | 20 8 | | | | \$6,980 \$3,020 | | \$6,980 \$3,020 | |
| 6.3 Additional meetings/communications with neighboring cooperators | 4 | | 2 | 4 | | | | \$2,170 | | \$2,170 | |
| 6.4 Documentation of additional tasks in project deliverable | 4 | | 2 | 4 | | | | \$2,170 | | \$2,170 | |
| 6.5 Task Specific Project Management | 1 | | 4 | • | | | 1 | \$1,165 | | \$1,165 | |
| | | | | | | | | | | | |
| TOTAL HOUR ESTIMATES | 52 | 59 | 106 | 26 | 74 | 11 | 10.5 | 338.5 | | | |
| SUBTOTAL DOLLARS | \$14,040 | \$13,275 | \$20,670 | \$4,550 | \$10,360 | \$2,090 | \$1,208 | \$66,193 | | | |
| SUBTOTAL | | | | | | | | \$66,193 | \$600 | | \$82,298 |
| SUMMARY OF EARLY ACTION ITEMS | | | | | | | | | | | |
| TOTAL HOUR ESTIMATES | 25 | 0 | 21 | 20 | 18 | 2 | 2 | 88 | | | |
| SUBTOTAL DOLLARS | \$6,750 | \$0 | \$4,095 | \$3,500 | \$2,520 | \$380 | \$230 | \$17,475 | \$0 | | \$17,475 |
| | | ** | | * - / | | , | | | **- | | |
| REMAINING TASKS | | | | | | | | | | | |
| TOTAL HOUR ESTIMATES | 27 | 59 | 85 | 6 | 56 | 9 | 8.5 | 250.5 | | | |
| SUBTOTAL DOLLARS | \$7,290 | \$13,275 | \$16,575 | \$1,050 | \$7,840 | \$1,710 | \$978 | \$48,718 | \$600 | | \$64,823 |
| ESTIMATED TOTAL COMBINED COST | | | | | | | | | | | \$82,298 |
| ESTIMATED TOTAL COMBINED COST | | | | | | | | | | | \$82,298 |
| OPTIONAL TASKS AT CITY DIRECTION | | | | | | | | | | | |
| 7. ADDITIONAL POTENTIAL TASKS | | | | | | | | | | | |
| 7.1 Planning for modification of Well 8 to maximize yield* | 2 | 4 | 8 | | | | | \$3,000 | | \$3,000 | |
| 7.2 Planning for new well at the 11/12 site* | 2 | 4 | 8 | | | | | \$3,000 | | \$3,000 | |
| 7.3 Consideration of other downtown production well sites* | 6 | 6 | 6 | 4 | 4 | | | \$5,400 | | \$5,400 | |
| 7.4 Wellfield optimization, including new wells, using completed model | | | | | | | | \$0 | | \$0 TI | BD |
| 7.5 Continued assistance with SCADA data sharing & associated data management | 4 | | 6 | 12 | | | | \$4,350 | | \$4,350 | |
| 7.6 Augmented WHPA definition if needed (e.g. model predicts strong seasonal variations) | | | | | | | | \$0 | | \$0 TI | |
| 7.7 General assistance with augmented monitoring network (beyond already contracted Well 13 ac | ctivities) | | | | | | | \$0 | | \$0 TI | |
| 7.8 City-directed task A | | | | | | | | \$0 | | \$0 TI | |
| 7.9 City-directed task B | | | | | | | | \$0 | | \$0 TI | |
| * Planning tasks assume that any actual design/construction will be handled under separate contract. | | | | | | SU | GGESTE | CONTIGE | NCY BUDGET | | \$20,000 |
| | | | | | | | | | | | |

EXHIBIT "D" TITLE VI ASSURANCES

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

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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



Public Works Department

05/07/2025

Mather & Sons Pump Service Inc 12307 NE 95th St Vancouver, WA 98682

Subject:

Notice of Award – Well 12

City Project: 0000046432

Dear Mather & Sons:

The purpose of this letter is to advise you that your company was awarded the contract for the above referenced project at the City Council Meeting on 05/19/2025, at your bid price of \$65,177.58 including tax..

Please submit the following items at the preconstruction conference:

- Name and Email of person signing contract (will be sent via DocuSign)
- Contract Bond and/or 10% Retainage form
- ACORD Certificate of Insurance specifically naming the following as additional insured:
 - > The City of Camas and its officers, elected officials, employees, agents, and volunteers
- List of subcontractors
- Intent To Pay Prevailing Wages, including subcontractors
- Letter identifying your E.E.O. Officer
- Letter identifying your superintendent and two after-hours emergency telephone numbers
- Construction schedule

Please contact Allen Nelson anelson@cityofcamas.us with any comments or questions.

Sincerely,

Rob Charles Utilities Manager

cc:



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT Amendment No. 7

616 NE 4th Avenue Camas, WA 98607

Project No. W1005

Well 6/14 Water Transmission Main

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the 22nd day of April, 2025, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **WSP USA** hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the "Parties."

The Parties entered into an Original Agreement dated February 5, 2018, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

| 1. | (Amended | Services. Consultant agrees to perform additional services as identified on Exhibit "A" Scope of Services) attached hereto, including the provision of all labor, materials, supplies and expenses, for an amount not-to-exceed \$15,432.72. |
|----|------------|---|
| | a. | Unchanged from Original/Previous Contract |
| 2. | | <u>Performance</u> . Consultant shall perform all services and provide all work product required this Amendment by: |
| | a. | Extended to July 31, 2025. |
| | b. | Unchanged from Original/Previous Contract date of, 20 |
| | | Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement. |
| 3. | to be comp | Based on the Scope of Services and assumptions noted in Exhibit "A" , Consultant proposes pensated on a time and material basis per Exhibit "A" (Costs for Scope of Services) with a ated not to exceed fee of: |
| | a. | Previous not to exceed fee: \$298,219.70 |
| | b. | Amendment No. 7 \$15,432.72 |
| | c. | Total: \$313,652.42 |
| | d. | Consultant billing rates: |
| | | ☐ Modification to Consultant Billing Rates per Exhibit "B" attached |
| | | ⊠herein Unchanged from Original/Previous Contract |
| | | |
| | | |

| 4. | Counterparts. | Each individual | executing this | Agreement | on behalf of | the City and | d Consultant |
|----|-------------------|--------------------|-----------------|----------------|------------------|-----------------|----------------|
| | represents and v | warrants that such | individual is o | luly authorize | ed to execute ar | nd deliver this | Agreement. |
| | This Agreemen | t may be executed | in any number | of counter-p | arts, which cou | nterparts shal | l collectively |
| | constitute the en | ntire Agreement. | | | | | |

| DATED this da | y of, 20 | |
|----------------|-------------------------------------|----|
| CITY OF CAMAS: | WSP USA: Authorized Representative | |
| By: | By: Docusigned by: By: Shannon | |
| Print Name: | Print Name:Alex Shannon | |
| Title: | Title: Sr. Vice Preside | nt |
| | Date: | |

Item 6.

EXHIBIT "A" AMENDED SCOPE AND COST OF SERVICES



11 March 2025

Mr. Rob Charles Utilities Manager City of Camas 1620 SE Eighth Avenue Camas, WA 98607

Subject: Well 6/14 Water Transmission Main – Scope Amendment No. 07

Dear Mr. Charles:

Thank you for the opportunity to present this amendment for WSP to provide design and permitting services for the Well 6/14 Water Transmission Main project. This amendment is necessary to update the west connection location, based on potholes provided by the city. Design documents will be updated based on utility pothole information received.

PROJECT UNDERSTANDING

The Amendment 5 contract, (dated 2 February 2024) included bid ready design documents based on geotechnical testing and analysis results and previously agreed upon connection locations. The following scope of work is for updating the western connection per potholes provided by the city.

Additional work under this contract amendment will include updating the western connection design based on pothole information of nearby existing utilities, received from the City. A bid set package has been completed and sent to the city for review. Deliverables with the updated design will be submitted to the city in a second bid submittal package.

OVERALL ASSUMPTIONS

- Potholes of existing utilities near the new connection location will be provided by the city (Exhibit A).
- Updates to the legal description are not required since the alignment extension is within City property.
- Changes to the State Environmental Policy Act (SEPA), Critical Areas Assessment Report, and Geotechnical Report are not required.
- Site plan review is not required based on Camas Municipal Code 18.18.020(A)(3) and (B)(3).
- A landscape, tree, and vegetation plan is not required.
- All work products will be provided in Microsoft Word or PDF format.
- Deliverables for the design updates will be sent to the city under Bid Set Submittal 2.

Mr. Rob Charles 11 March 2025 Page 2

SCOPE OF SERVICES

The following is WSP's proposed scope of work to address the items outlined above.

Task 1. Project Management

This task in our original scope and fee is supplemented to extend the time of performance for the project beyond September 2024 as previously described in Amendment 5. The new time of performance shall extend through July 2025. Project management work during the extended timeline includes additional invoicing, project updates, subconsultant management, and coordination.

Task 5. Bid Set Submittal

Task 5.1. Final Bid Set

Finalize the plans, specifications, and cost estimate for bidding purposes to incorporate potholes of nearby utilities and any resulting western connection design changes. Incorporate review comments from the first Bid Set Submittal stage.

Task 5 Assumptions

- City to provide potholes of existing utilities (Exhibit B) with the following information:
 - Utility type
 - Pipe diameter
 - Pipe material
 - Measurement to top of pipe
 - Measurement to bottom of pipe
 - Coordinates of pothole
 - Notes as needed
- Changes to design described in this amendment will be submitted to the City under Bid Set Submittal 2.
- City to provide one-round of review comments. Review by the City assumed to be 5 business days.
- WSP to pick up City comments and finalize deliverable documents within 14 business days from receipt of comments.

Task 5 Deliverables

Final Bid Set Plans, Specifications and Cost Estimate in PDF Format

SCHEDULE

The schedule for these tasks is estimated to extend through July 2025 for design and permitting.

Mr. Rob Charles 11 March 2025 Page 3

FEE ESTIMATE

We propose a not-to-exceed budget of \$15,432.72. This fee will be accrued on a time-and-materials basis. If you agree with this proposal, please incorporate this scope of work into the City's contracting documentation. A fee breakdown by task is provided below:

| Task 1 | \$6,481.28 |
|--------|-------------|
| Task 5 | \$8,951.44 |
| TOTAL | \$15,432.72 |

Thank you for the opportunity to provide this amendment and we look forward to working with you. If you have any questions or comments about this proposal, please contact me at 503-780-9542 and robert.willis@wsp.com or Sarah Merrill at 503-417-9362 and Sarah.Merrill@wsp.com.

Sincerely,

Robert F. Willis, PE, PLS

Robert F. Willis

Vice President

Sarah Merrill, PE Lead Consultant

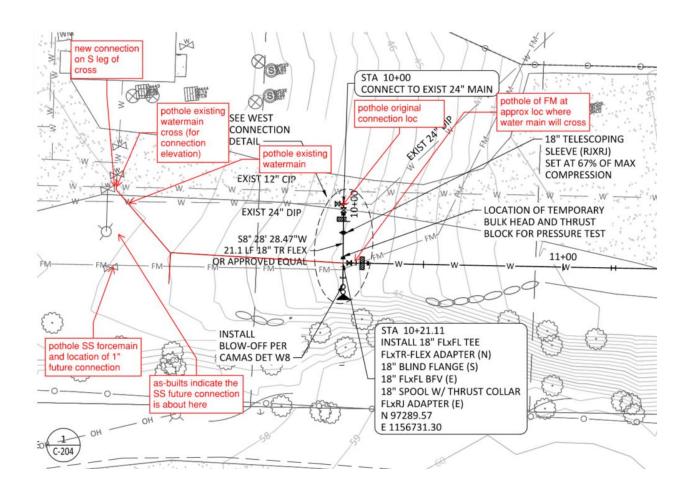
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Item 6.

Mr. Rob Charles 11 March 2025 Page 4

EXHIBIT A

Mr. Rob Charles 11 March 2025 Page 5



Item 6.

EXHIBIT "B" CONSULTANT BILLING RATES

Exhibit "B" is unchanged from Original/Previous Contract.



Lodging Tax Advisory Committee Meeting Minutes -Draft

Tuesday, May 13, 2025, 11:30 AM **Council Chambers, 616 NE 4th AVE**

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

CALL TO ORDER

Chair called the meeting to order at 10:30 a.m.

ROLL CALL

Present: Samantha Horner-Boucher, Prashant Gupta, Bobby Sachdeva

Staff: Sydney Baker, Krista Bashaw, Alicia Stevens, Chris Witkowski

Guests: Jacquie Hill, Live Well Camas; Jennifer Senescu, Camas-Washougal Chamber of

Commerce; Carrie Schulstad, Downtown Camas Association

MEETING AGENDA

1. May 21, 2024 Meeting Minutes Approval

Presenter: Marilyn Boerke, Chair

Time Estimate: 2 minutes

It was moved by Horner, and seconded, to approve the minutes from the May 21, 2024 meeting. The motion carried unanimously.

2. **Review 2025 Lodging Tax Applications**

Time Estimate: 45 minutes

It was moved by Bobby, and seconded, to approve the requests as submitted totaling \$30,807.00.

CLOSE OF MEETING

Meeting closed at 12:00



Office of the Mayor

~ PROCLAMATION ~

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, water resources, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety, and comfort of the City of Camas community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works managers and staff; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, the City of Camas currently has close to 70 hardworking individuals serving the City of Camas community who take pride in providing the highest levels of services given the resources available;

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim the week of May 18-24, 2025, as:

"National Public Works Week"

in the City of Camas and urge all citizens to acquaint themselves with the issues involved in providing our public works and to recognize the contributions that City of Camas public works managers and staff make daily to our health, safety, comfort, and quality of life.

| and caused the seal of the City of Camas to be affixed this 19 th day of May 2025. | |
|---|--|
| Steve Hogan, Mayor | |

In witness whereof, I have set my hand



Office of the Mayor

~ PROCLAMATION ~

WHEREAS, America has been continually renewed and enriched by people from diverse backgrounds; and

WHEREAS, each brings their unique heritage, which over time becomes part of our shared heritage; and

WHEREAS, generations of Asian Americans have helped make America what it is today; and

WHEREAS, there are more than 500,000 Taiwanese Americans in the United States, with a significant Taiwanese American community in Camas, WA; and

WHEREAS, Taiwanese Americans have made indispensable contributions to the diversity and prosperity of American society as successful and notable artists, Nobel Laureate scientists, researchers, human rights activists, and business leaders; and

WHEREAS, Taiwanese Americans are proud of their roots and their role in strengthening our nation; and

WHEREAS the year 2025 marks the 46th anniversary of the enactment into law of the 1979 "Taiwan Relations Act," which – together with the 1982 "Six Assurances" – forms the cornerstone of U.S.-Taiwan relations: and

WHEREAS this week recognizes the longstanding friendship between the United States and Taiwan; and

WHEREAS, during this special week, Taiwanese Americans can embrace America's diversity and celebrate our shared traditions that make America a great nation;

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim the week of May 11-17, 2025, as:

"Taiwanese American Heritage Week"

in the City of Camas, encourage all citizens to join in this observance.

| of the City of Camas to day of May 2025. | o be |
|--|------|
| | |
| Steve Hogan, Mayor | |

In witness whereof, I have set my hand and



Staff Report – Ordinance 25-009 E-verify Update

May 19, 2025 Council Regular Meeting

Ordinance 25-009 E-verify Update

Presenter: Jen Hertz, Procurement Specialist

Cathy Huber Nickerson, Finance Director Matthew Thorup, Assistant Finance Director

Time Estimate: 5 minutes

| Phone | Email |
|--------------|------------------------|
| 360.817.7256 | jhertz@cityofcamas.us |
| 360.817.7020 | chuber@cityofcamas.us |
| 360.817.7021 | mthorup@cityofcamas.us |

BACKGROUND: Staff presented the proposed change to not require proof of enrollment in the E-verify program during the bid submittal process, and instead only require the winning bidder to submit proof of enrollment in the program at the Council Workshop on May 5, 2025. This change is consistent with other local municipalities.

SUMMARY: Staff is recommending an Ordinance to update Camas Municipal Code (CMC) Chapter 2.98.30 for a minor update to the E-verify requirements for bidding contracts to require the winning bidder to submit proof of enrollment in the E-verify program within 30 days of the contract execution.

BENEFITS TO THE COMMUNITY: This recommendation should improve the procurement process with the City. These improvements should streamline the bidding process, which means projects can start sooner and ideally reduce costs to the City.

POTENTIAL CHALLENGES: As with any new or updated process, there will be a learning curve that may take some time to get used to. Staff will provide internal and external training to help mitigate this challenge.

BUDGET IMPACT: These changes do not have any budget impact.

RECOMMENDATION: Staff recommends that Council consider the adoption of Ordinance No 25-009.

ORDINANCE NO. 25-009

AN ORDINANCE OF THE CITY OF CAMAS, WASHINGTON, RELATED TO CONTRACT REQUIREMENTS AND AMENDING CHAPTER 2.98 OF THE CAMAS MUNICIPAL CODE.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

Section **2.98.030** is hereby amended to provide as follows:

- (a) For the award of any contract after January 1, 2012, the Contractor shall enroll in E-Verify and thereafter shall provide the City documentation affirming its enrollment and participation in the program within thirty (30) days after the execution of the contract. The Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under the contact are eligible to work in the United States. The Contractor and any subcontractor(s) shall be required to continue its participation in the program throughout the course of its contract with the City.
- (b) The City shall include specific written notice in a contract Call for Bids that Contractors are required to enroll in the E-Verify program pursuant to subsection (a) above. Contractors are exempt from subsection (a) if they received Call for Bids not containing such notice.
- (c) Exceptions. Notwithstanding any other provision herein, this Chapter shall not apply to service providers, consultants, quotations, equipment and material suppliers, or work performed in response to an emergency.

Section II

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

| PASSED BY the Council, 2025. | and APPROVED by the Mayor this day of |
|------------------------------|---------------------------------------|
| | SIGNED:Mayor |
| | SIGNED:Clerk |
| APPROVED as to form: | |
| City Attorney | |



Staff Report – Resolution 25-006 Increase to Approval Thresholds

May 19, 2025 Council Regular Meeting

Resolution 25-006 Increase to Approval Thresholds

Presenter: Jen Hertz, Procurement Specialist

Cathy Huber Nickerson, Finance Director Matthew Thorup, Assistant Finance Director

Time Estimate: 5 minutes

| Phone | Email |
|--------------|------------------------|
| 360.817.7256 | jhertz@cityofcamas.us |
| 360.817.7020 | chuber@cityofcamas.us |
| 360.817.7021 | mthorup@cityofcamas.us |

BACKGROUND: Staff presented the proposed change to the contract approval thresholds at the Council Workshop on May 5, 2025. These proposed increased to the Mayor's authority have been shared previously with the Finance Committee. This increase in approval authority allows the City to move forward with capital and other projects listed in the Resolution that Council would have approved through the City budget process or in approval of the business plans for the enterprise funds.

SUMMARY: Staff is recommending a Resolution to update the thresholds for contracts requiring City Council Review for projects that had already been authorized by Council.

BENEFITS TO THE COMMUNITY: These recommendations should improve the procurement process with the City. Since the Mayor would be authorized to execute contracts under the thresholds in Exhibit A of Resolution 25-006, this would save staff time preparing staff reports and presentations for Council workshops and meetings, as well as reduce the time for these projects to be completed.

POTENTIAL CHALLENGES: Even with the increase in approval thresholds, change orders greater than 10% of the original contract amount will still require Council approval, which may slow down some projects.

BUDGET IMPACT: These changes do not have any budget impact.

RECOMMENDATION: Staff recommends that Council move to approve Resolution 25-006 to increase the dollar amount of the contracts or agreements the Mayor or designee is authorized to execute.

RESOLUTION NO. 25-006

A RESOLUTION amending and replacing Resolution 21-002 by establishing revised thresholds for the delegation of contracting and agreement authority to the Mayor or designee and directing the Finance Director to establish and administer the necessary policies and procedures for contracting, agreements, and purchasing to ensure compliance with state law, municipal code, and any applicable resolutions.

WHEREAS, the legislature has vested the authority to contract and procure with the Council, pursuant to RCW 35A.11.010; and

WHEREAS, the Council exercises general control over the City's contracting and agreement activities through its adoption of the annual budget and through the accounts payable process; and

WHEREAS, the Council recognizes that the scope of contracting and agreement activities at the City is such that a reasonable delegation of contracting and agreement authority to the Mayor or designee is in the best interest of the-City by facilitating administrative efficiency; and

WHEREAS, the Finance Director should be directed to establish the necessary administrative policies and procedures to ensure that City contracting, agreements, and procurement activities are in compliance with state law, municipal code, and any applicable resolutions;

WHEREAS, the Council has heretofore adopted Resolution 21-002 relating to such delegation of contract and agreement authority and upon review have revised the threshold amounts thereof and made provisions relating to recurring contract and agreement authority;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

I

The Council hereby establishes the thresholds for the delegation of contract and

agreement approval authority to the Mayor or designee as shown in Exhibit A.

II

The Finance Director is directed to establish the necessary administrative policies and procedures to ensure that City contracting, agreements, and procurement activities are in compliance with state law, municipal code, and any applicable resolutions.

III

Resolution 21-002 as adopted by the City Council is hereby superseded and replaced by this Resolution 25-006.

| ADOPTED by the Council of | f the City of Camas and approved by the Mayor this | day |
|---------------------------|--|-----|
| of2025. | | |
| | | |
| | SIGNED: | |
| | Mayor | |
| | | |
| | ATTEST: | |
| | Clerk | |
| APPROVED as to form: | | |
| City Attorney | | |

EXHIBIT A

CONTRACT AND AGREEMENT THRESHOLDS

The expenditure of public funds for the purchase of and contracting for goods, services, supplies, and materials and all other contracts and agreements shall comply with all applicable state law requirements set forth in the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC), in addition to any applicable federal laws and regulations.

The City Council authorizes the Mayor, or designee, to enter into and execute on behalf of the City the following contracts and/or agreements without individual approval of each contract and/or agreement by the City Council, so long as the contract and/or agreement is consistent with the approved budget for the City, and the City's liability under the contract and/or agreement does not exceed available fund balances.

- A. Professional Service Contracts and Agreements including, but not limited to contracts and agreements for City retained architectural, engineering, legal, and consulting services involving a cost or fee of less than \$100,000.
- B. Maintenance/Service Contracts for nonprofessional services involving a cost or fee of less than \$100,000.
- C. Lease Agreements -for materials, supplies, and equipment where the expenditures or fee do not exceed \$100,000 per year.
- D. Public Works Projects and Associated Engineering Service Contracts Public Works Projects with a single trade involving expenditures of less than \$75,500, Public Works Projects with multiple trades involving expenditures of less than \$150,000, and Engineering Service Contracts associated with such Public Works Projects of less than \$75,500.
- E. Public Works Projects Capital and Major Maintenance Projects in excess of the limits set forth in subsection D herein shall proceed to Council for approval. The Mayor or his designee shall have the authority to execute the Change Orders up to 10% of the original contract total, provided that the Change Orders are within the limits of the original contract and consistent with the scope and intent of the authorized project.
- F. Routine Supply, Material, Equipment and Repair Contracts- supply, material, equipment and repair contracts or agreements in the ordinary course of City operations or in support of any approved Lease Agreement under Subsection C herein.

The breaking down of any purchase contract or agreement into units or phases for the purpose of avoiding the maximum dollar threshold is prohibited.

Following City Council approval of any contract and/or agreement any subsequent annual or recurring renewal thereof may be exercised by the Mayor or designee without additional Council approval, so long as the contract and/or agreement is consistent with the approved budget for the City, and the City's liability under the contract and/or agreement does not exceed available fund balances.

The Mayor, in the Mayor's discretion, may present any contract or agreement to the City Council for prior approval, even if the contract or agreement is allowed to be approved without prior City Council approval.



Staff Report – Resolution 25-007 Revisions to Small Works Roster Process

May 19, 2025 Council Regular Meeting

Resolution 25-007 Revisions to Small Works Roster Process

Presenter: Jen Hertz, Procurement Specialist

Cathy Huber Nickerson, Finance Director Matthew Thorup, Assistant Finance Director

Time Estimate: 5 minutes

| Phone | Email |
|--------------|------------------------|
| 360.817.7256 | jhertz@cityofcamas.us |
| 360.817.7020 | chuber@cityofcamas.us |
| 360.817.7021 | mthorup@cityofcamas.us |

BACKGROUND: Staff presented the proposed revisions to the Small Works Roster Process at the Council Workshop on May 5, 2025. Recent Legislative changes at the state level have made changes to how municipalities may utilize the Small Works Roster effective July 1, 2024. These revisions would repeal and replace Resolution 21-011 for these changes.

These changes include the elimination of references to the limited works roster that was repealed effective July 1, 2024, as well as allowing for direct contract negotiations as permitted under RCW 39.04.152.

SUMMARY: Staff is recommending a Resolution to repeal and replace Resolution 21-011 had already been authorized by Council. This new Resolution is an update to Resolution 21-011 for the recent state legislative changes.

BENEFITS TO THE COMMUNITY: These recommendations should improve the procurement process with the City. These updates align the City's processes with methods permitted by state law.

POTENTIAL CHALLENGES: As with any new or updated process, there will be a learning curve that may take some time to get used to. Staff will provide internal and external training to help mitigate this challenge.

BUDGET IMPACT: These changes do not have any budget impact.

RECOMMENDATION: Staff recommends that Council move to approve Resolution 25-007 to revise the City's Small Works Roster process to align with recent state legislative changes.

RESOLUTION NO. 25-007

A RESOLUTION OF THE CITY OF CAMAS, WASHINGTON, repealing Resolution 21-011, establishing a small public works roster process to award public works contracts, a consulting services roster for architectural and engineering services, and a vendor roster for goods and services not related to public works contracts.

WHEREAS, RCW 39.04.151 and other laws regarding contracting for public works by municipalities, permit certain contracts to be awarded by a small works roster process; and

WHEREAS, Ch. 39.80 RCW and other laws regarding contracting for consulting services by municipalities permit certain contracts to be awarded by a consultant roster process; and

WHEREAS, RCW 39.04.190, regarding purchase of materials, supplies, or equipment not connected to a public works project, allows certain purchasing contracts to be awarded by a vendor roster process;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS, WASHINGTON, AS FOLLOWS:

Ι

Resolution No. 21-011 is hereby repealed.

Π

MRSC Rosters. The City wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to use the MRSC Rosters online database, developed and maintained by MRSC, as the City's official rosters for small public works contracts, consulting services, and vendor services and authorizes the Mayor to sign the Washington Public Agencies Contract with MRSC.

III

Small Public Works Roster. The following small works roster procedures are established for use by the City pursuant to RCW 39.04.151:

1. **Limits.** The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed the threshold in RCW

39.04.152, currently Three Hundred Fifty Thousand Dollars (\$350,000.00), as may be amended by State Law, which includes the costs of labor, material, and equipment. Instead, the City may use the Small Public Works Roster procedures for public works projects as set forth in Exhibit "A", which may be administratively modified unless substantial changes are needed. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process. Nothing as set forth herein shall prohibit the City from utilizing any other public works contracting procedures as may be otherwise allowed by law including but not limited to a minimal competition process.

2. **Publication.** At least once a year, MRSC shall, on behalf of the City, publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the small works roster and solicit the names of contractors for the small works roster. MRSC shall add responsible contractors to the small works roster at any time that a contractor completes the online application provided by MRSC, and meets minimum State requirements for roster listing.

IV

Consulting Services Roster. The following consulting services roster procedures are established for use by the City pursuant to RCW 39.80.030:

- 1. Consulting Services. Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020. The City may use Consulting Roster procedures as set forth in Exhibit "B" which may be administratively modified unless substantial changes are needed.
- 2. Publication. At least once a year, MRSC shall, on behalf of the City, publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the consulting services roster and solicit the names of consultants for the consulting services roster. MRSC shall add responsible consultants to the consulting services roster at any time that a consultant completes the online application provided by MRSC, upload a Statement of Qualifications, and meets minimum State requirements for roster listing.

V

Vendor List Roster. The following vendor list roster procedures are established for use by the City pursuant to RCW 39.04.190:

1. Purchase of materials, supplies, or equipment not connected to a public works project. The City is not required to use formal sealed bidding procedures to

purchase materials, supplies, or equipment not connected to a public works project. City Council has directed the Finance Director to establish and administer the necessary policies and procedures for contracting, agreements, and purchasing to ensure compliance with state law, municipal code, and any applicable resolutions. The City will attempt to obtain the lowest practical price for such goods and services. The City may use Vendor List Roster procedures as set forth in Exhibit "C" which may be administratively modified unless substantial changes are needed.

2. **Publication.** At least twice per year, MRSC shall, on behalf of the City, publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the vendor list roster and solicit the names of vendors for the vendor list roster. MRSC shall add responsible vendors to the vendor list roster at any time when a vendor completes the online application provided by MRSC and meets minimum State requirements for roster listing.

| ADOPTED by the Council of | the City of Camas and approved by the Mayor t | his day of |
|---------------------------|---|------------|
| 2025. | | |
| | | |
| | SIGNED: | |
| | Mayor | |
| | | |
| | ATTEST: | |
| | Clerk | |
| APPROVED as to form: | | |
| | | |
| City Attorney | _ | |

EXHIBIT "A"

Small Works Roster Procedures using the Municipal Research and Services Center Small Public Works Rosters

- 1. Telephone, Written, or Electronic Quotations. The City shall obtain telephone, written, or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). The City may establish supplementary bidder criteria under RCW 39.04.350(2) to be considered in the process of awarding a contract.
 - a) A contract awarded from a small works roster will not be advertised in a newspaper of general circulation. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.

Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, if the estimated contracted work is between five thousand dollars (\$5,000) to one hundred fifty thousand dollars (\$150,000), the City may direct contract, as permitted under RCW 39.04.152, with contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

- b) If the estimated cost of the work is from one hundred fifty thousand dollars (\$150,000) to three hundred fifty thousand dollars (\$350,000) under RCW 39.04.152 (4)(a) the City shall invite bids from all contractors on the appropriate small works roster interested in performing work in the geographical area. The City has the sole option of determining whether this notice to the contractors is made by:
- (i) mailing a notice to the contractors; or
- (ii) sending a notice to the contractors by facsimile or email.
- c) At the time bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project;
- d) A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

- 2. **Determining Lowest Responsible Bidder.** The City shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City may call for new bids. A responsible bidder shall be a registered or licensed contractor who meets the mandatory bidder responsibility criteria established by RCW 39.04.350 and who meets any supplementary bidder responsibly criteria established by the City.
- 3. **Award.** All of the bids or quotations shall be collected by the City representative.
 - a) The City representative shall then present all bids or quotations and their recommendation for award of the contract to the City Council. The City Council shall consider all bids or quotations received, determine the lowest responsible bidder, and award the contract; or
 - b) Pursuant to Resolution 25-006, the City has established thresholds for the delegation of contracting and agreement authority to the Mayor or designee and has directed the Finance Director to establish and administer the necessary policies and procedures for contracting, agreements, and purchasing to ensure compliance with state law, municipal code, and any applicable resolutions.

EXHIBIT "B"

Consulting Services Roster Procedures using the Municipal Research and Services Center Consultant Rosters

- 1. **Review and Selection of the Statement of Qualifications Proposals.** The City shall use the following process to select the most highly qualified Architectural or Engineering firm off of the Consulting Services Roster to provide the required services:
 - a) The department head or their designee shall establish criteria that must be considered in evaluating Architectural or Engineering firms for a given project. Such criteria shall include a plan to ensure that minority and women-owned firms and veteran-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for architectural or engineering services. The level of participation by minority and women-owned firms and veteran-owned firms shall be consistent with their general availability within the jurisdiction of the City of Camas.
 - b) The department head or their designee, shall evaluate the written statements of qualifications and performance data on file with the City of Camas at the time that architectural or engineering services are required;
 - c) Such evaluations shall be based on the criteria established by the department head or their designee; and
 - d) The department head or their designee, shall conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services.
 - e) The firm deemed most highly qualified by the agency to do the project will be selected.
- 3. Award.
 - a. The City Council considers the proposal received and awards the contract; or
 - b. Pursuant to Resolution 25-006, the City has established thresholds for the delegation of contracting and agreement authority to the Mayor or designee and has directed the Finance Director to establish and administer the necessary policies and procedures for contracting, agreements, and purchasing to ensure compliance with state law, municipal code, and any applicable resolutions.

EXHIBIT "C"

Vendor List Roster Procedures using the Municipal Research and Services Center Vendor Rosters

- 1. **Telephone, Written, or Electronic Quotations.** The City shall use the following process to obtain telephone or written quotations from vendors for the purchase of materials, supplies, or equipment not connected to a public works project:
 - a) A written description shall be drafted of the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, and any other significant terms of purchase;
 - b) The department head or their designee ensure all public contracts and agreements are satisfactorily and efficiently executed at the least cost to the public, while avoiding fraud and favoritism in the awarding of such contracts;
 - c) The department head or their designee shall not share telephone or written quotations received from one vendor with other vendors soliciting for the bid to provide the materials, supplies, or equipment;
 - d) A written record shall be made by the City representative of each vendor's bid on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor;
- 2. **Determining the Lowest Responsible Bidder.** The City shall purchase the materials, supplies, or equipment from the lowest responsible bidder, provided that whenever there is reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City may call for new bids.
- 3. **Award.** All of the bids or quotations shall be collected by the City representative. The City representative, shall create a written record of all bids or quotations received, which shall be made open to public inspection or telephone inquiry after the award of the contract. Any contract awarded under this subsection need not be advertised.
 - a) The department head or their designee, shall then present all bids or quotations and their recommendation for award of the contract to the City Council. The City Council shall consider all bids or quotations received, determine the lowest responsible bidder, and award the contract; or
 - b) Pursuant to Resolution 25-006, the City has established thresholds for the delegation of contracting and agreement authority to the Mayor or designee and has directed the Finance Director to establish and administer the necessary policies and procedures for contracting, agreements, and purchasing to ensure compliance with state law, municipal code, and any applicable resolutions.

Page 7

4. **Posting.** A list of all contracts awarded valued at more than \$7,500 awarded using the Vendor Roster procedure shall be posted on the City's webpage (www.cityofcamas.us) under the Public Works Department at least once every two months. The list shall contain the name of the vendor awarded the contract, the amount of the contract, a brief description of the items purchased, and the date it was awarded.



Staff Report

May 19, 2025, Council Regular Meeting

Public Hearing for the Nourse Road Annexation – 60% Petition

Presenter: Madeline Coulter, Planner

Time Estimate: 20 minutes

| Phone | Email |
|--------------|-------------------------|
| 360.817.1568 | mcoulter@cityofcamas.us |

BACKGROUND: An annexation application has been submitted to the City.

SUMMARY: A 10% notice of intent application was submitted to the City of Camas on October 13, 2024. The annexation area is comprised of fourteen parcels that total approximately 53 acres of land located along SE Nourse Road. (see Figure 1). The annexation area is within the Camas Urban Growth Boundary (UGB).

Nine out of the fourteen parcels have signed the notice of intent to annex. The initiating parties represent 68% of valuation (approximately \$7,480,000.00) of landowners in the proposed area. Five of the fourteen parcels abut the existing city limit boundary to the east, south, and west. The notice is valid and satisfies the requirements of RCW 35A.14.120.

The adopted comprehensive plan designation for the subject area is currently Single-Family High, which allows for the R-6 zoning designation. The current zoning for the subject area is Clark County R1-6 with a Clark County Urban Holding (UH-10) zoning overlay.

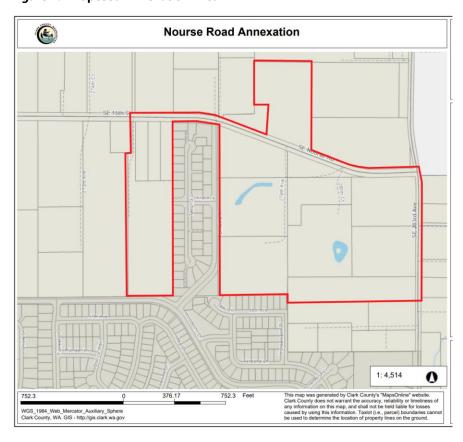
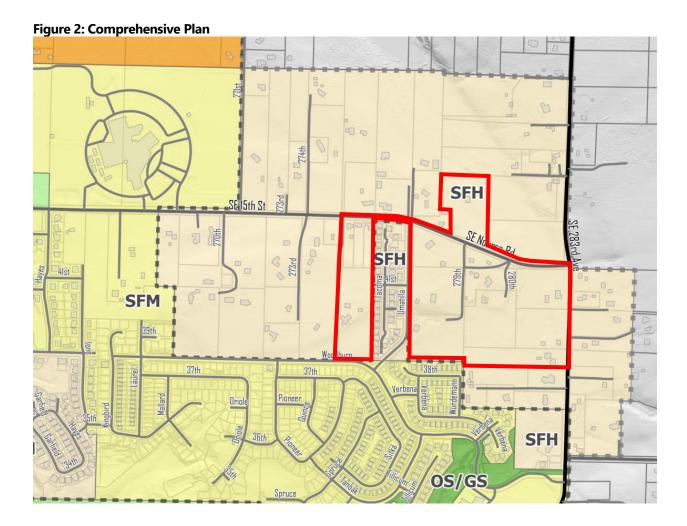


Figure 1: Proposed Annexation Area

On December 2, 2024, the Camas City Council accepted a 10% notice of intent to annex land located in the Camas Urban Growth Boundary generally described as the Nourse Road Annexation area requiring simultaneous adoption of a zoning designation and assumption of all indebtedness of the annexation area. At this meeting, city council modified the proposed annexation boundary to include four additional parcels labeled as P17, P18, P19, and P20 in the attached legal description.

On February 10, 2025, a 60 percent petition to annex was submitted. The 60 percent petition contains an updated legal description to include the annexation area with the abutting right-of-way and signatures from property owners representing at least 60% of the assessed value of the area to be annexed.

To simultaneously adopt a zoning designation, a workshop and public hearing before the Planning Commission was held February 19, 2025, and March 19, 2025. The role for the Planning Commission is to consider establishing a zoning designation for the subject annexation area by holding a public hearing and providing a formal recommendation to the City Council. At the public hearing, Planning Commission recommended the R-6 zoning designation based on the Single Family High Comprehensive Plan Designation (see Figure 2).



City Boundary:

As proposed, the annexation area does directly adjoin the city limit boundary to the east, south, and west. To the north, east, and west of the site is unincorporated Clark County land that is within the City of Camas Urban Growth Boundary.

BENEFITS TO THE COMMUNITY: The proposed annexation would help implement the Camas 2035 Comprehensive Plan by bringing lands within the City's Urban Growth Area into Camas City Limits.

POTENTIAL CHALLENGES: There are no known potential challenges at this time.

BUDGET IMPACT: The City will be responsible to provide services to the annexed area, however; additional property tax revenues would be anticipated if the properties are further developed. There are no capital facilities projects planned in the project boundaries, so public improvements in the annexed area would need to be built by the developer at their own cost.

RECOMMENDATION: Staff recommends Council hold the public hearing, take public testimony, and adopt Ordinance 25-008.

AN ORDINANCE annexing real property to the City of Camas.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

The Council of the City of Camas finds that the following steps have been taken with respect to annexation of the hereinafter described unincorporated area to the City of Camas:

A. On October 13, 2024, a Notice of Intention to petition for annexation of the subject real property by the direct petition method provided for in Chapter 35A.14, Revised Code of Washington, was filed with the City of Camas.

B. The City Council of the City of Camas set December 2, 2024, as the time for a meeting with the annexation proponents to determine whether the City would accept, reject, or geographically modify the proposed annexation, and whether it would require the simultaneous adoption of a proposed zoning regulation, and whether it would require the assumption of existing indebtedness.

C. On December 2, 2024, the City Council conducted a meeting at which it modified the geographical boundaries of the annexation area as proposed, required the assumption of all existing indebtedness, and required the adoption of a proposed zoning regulation.

D. On February 10, 2025, the City received a petition for annexation signed by the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation of the property proposed to be annexed.

E. On May 19, 2025, the City Council conducted a public hearing to consider the annexation proposal.

Ordinance No. 25-008 Page - 2

Section II

Pursuant to the direct petition method provided for in Chapter 35A.14 Revised Code of Washington, the real property described in Exhibit "A", attached hereto and by this reference incorporated herein, being a portion of Clark County not heretofore incorporated as a city or town, and further being within the urban growth area for the City of Camas, is hereby annexed to the City of Camas and made a part thereof.

Section III

All property within the area hereby annexed shall be assessed and taxed to pay for the outstanding general obligation indebtedness of the City of Camas existing as of the effective date of said annexation.

Section IV

The real property hereby annexed to the City of Camas is zoned as set forth in the attached Exhibit. The City Community Development Director is hereby authorized and instructed to alter the district boundary lines of "The Map(s) of the Zoning Ordinance of the City of Camas," established pursuant to Chapter 18.05 of the Camas Municipal Code, to include the property described in Section I hereof with such zoning classification.

Section V

The City Clerk is hereby directed to file with the Board of Clark County Councilors of Clark County, Washington, a certified copy of this ordinance. The City Clerk is further directed to file with the Office of Financial Management a certificate as required by RCW 35A.14.700 within thirty (30) days of the effective date of this annexation. The City Clerk is further directed to take all other steps and to inform all other agencies of said annexation as may be necessary

Ordinance No. 25-008 Page - 3

and proper.

City Attorney

Section VI

| This ordinance shall take force and be in effect five (5) days from and after its publication |
|---|
| according to law. The annexation of the aforedescribed real property shall be effective as of the |
| effective date of this ordinance, subject to such notices as may otherwise be required by law. |
| PASSED by the Council and APPROVED by the Mayor this day of, |
| 2025. |
| SIGNED: |
| ATTEST:Clerk |
| APPROVED as to form: |



18666_ANEX PROP 1/22/2025 GAH

Vancouver Office

18405 SE Mill Plain Boulevard, Suite 100, Vancouver, WA 98683 360-695-3411 | www.mackaysposito.com

EXHIBIT "A"

<u>LEGAL DESCRIPTION FOR PROPOSED CITY ANNEXATION</u> APN 178387000, APN 178377003, APN 123219000, APN 123219005 APN 178377002, APN 178377001, APN 178377000, APN 123222000, APN 123220000, APN 123220000, APN 178413000, APN 178427000,

APN 178425000 AND APN 178426000 CLARK COUNTY, WASHINGTON

REAL PROPERTIES SITUATED IN CLARK COUNTY, WASHINGTON LYING IN THE SOUTHWEST AND THE SOUTHEAST QUARTERS OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 3 EAST AND THE NORTHWEST AND THE NORTHEAST QUARTERS OF SECTION 01, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE SOUTH 89°15′31″ EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 36, A DISTANCE OF 989.97 FEET TO THE SOUTHWEST CORNER OF LOT 31 OF THE NORTH HILLS SUBDIVISION, RECORDED IN VOLUME 311, PAGE 829, RECORDS OF SAID COUNTY AND THE TRUE POINT OF BEGINNING; THENCE NORTH 01°27′44″ EAST, ALONG THE WEST LINE OF SAID NORTH HILLS SUBDIVISION, A DISTANCE OF 1272.39 FEET MORE OR LESS TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST NOURSE ROAD PER THE HERIFORD SHORT PLAT BOOK 2, PAGE 696, CLARK COUNTY RECORDS; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 2 (TWO) COURSES:

THENCE SOUTH 88°08′58″ EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 122.95 FEET TO A 870.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°46′48″, AN ARC DISTANCE OF 209.24 FEET TO THE NORTHEAST CORNER OF SAID NORTH HILLS SUBDIVISION;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 01°27′44″ WEST, ALONG THE EAST LINE OF SAID NORTH HILLS SUBDIVISION, A DISTANCE OF 1240.96 FEET MORE OR LESS TO A POINT ON SAID EAST LINE, ALSO BEING A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89°15′31 EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 39.60 FEET TO THE NORTHWEST CORNER OF LOT 63 OF THE HILLS AT ROUND LAKE-PHASE 3 SUBDIVISION, RECORDED IN VOLUME 311, PAGE 707, RECORDS OF SAID COUNTY; THENCE SOUTH 89°15′31 EAST, ALONG SAID NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 461.77 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN STATUTORY WARRANTY DEED CONVEYED TO LENNAR NORTHWEST INC. UNDER AUDITOR'S FILE NUMBER 4987684, CLARK COUNTY RECORDS; THENCE SOUTH 89°15′31 EAST, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 8.09 FEET TO A POINT ON THE WESTERLY LINE OF THAT PARCEL DESCRIBED IN QUIT CLAIM DEED CONVEYED TO WILLIE AND KRISLYNN SANDRY UNDER AUDITOR'S FILE NUMBER 3862426, RECORDS OF SAID COUNTY; THENCE SOUTH 01°13′25 WEST, ALONG SAID WEST LINE OF SAID PARCEL, A DISTANCE OF 51.67 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID PARCEL;

Item 16.



18666_ANEX PROP 1/22/2025 GAH

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THENCE SOUTH 89°15'31 EAST, ALONG THE SOUTH LINE AND THE EASTERLY PROJECTION OF SAID SOUTH LINE, A DISTANCE OF 972.21 FEET, MORE OR LESS, TO THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHEAST 283RD AVENUE; THENCE NORTH 01°52'05" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 812.28 FEET TO A 736.20 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG EASTERLY RIGHT-OF-WAY AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°41'35", AN ARC DISTANCE OF 137.40 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 08°49′29″ WEST, A DISTANCE OF 15.71 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY PROJECTION OF THE NORTH RIGHT-OF-WAY LINE OF SOUTHEAST NOURSE ROAD; THENCE NORTH 89°33'22" WEST, ALONG SAID EASTERLY PROJECTION AND SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST NOURSE ROAD. A DISTANCE OF 293.77 FEET, MORE OR LESS, TO A 770.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°34'45", AN ARC DISTANCE OF 290.00 FEET; THENCE CONTINUING NORTH 67°58'37" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 222.84 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN STATUTORY WARRANTY DEED, CONVEYED TO TIMOTHY M. AND KELLI L. SCHAUER AND DAMON WEBSTER, UNDER AUDITOR'S FILE NUMBER 5930114, RECORDS OF SAID COUNTY; THENCE NORTH 01°28'03" EAST, ALONG SAID EAST LINE, A DISTANCE OF 688.67 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE NORTH 89°15'36" WEST, ALONG THE NORTH LINE OF SAID SCHAUER ET AL. PARCEL, A DISTANCE OF 422.40 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WEST LINE OF SAID PARCEL THE FOLLOWING 4 (FOUR) COURSES:

THENCE SOUTH 01°28′03″ WEST, A DISTANCE OF 342.40 FEET; THENCE SOUTH 89°06′43″ EAST, A DISTANCE OF 100.96 FEET; THENCE SOUTH 01°28′03″ WEST, A DISTANCE OF 87.40 FEET; THENCE SOUTH 04°06′43″ WEST, A DISTANCE OF 131.86 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST NOURSE ROAD:

THENCE NORTH 67°58′37″ WEST, LEAVING SAID WEST LINE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 261.95 FEET TO A 930.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°10′21″, A DISTANCE OF 327.43 FEET; THENCE NORTH 88°08′58″ WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 430.35 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST LINE OF THAT PARCEL, LYING SOUTHERLY OF SAID RIGHT-OF-WAY, DESCRIBED IN QUIT CLAIM DEED CONVEYED TO GERALD A. UHACZ TRUSTEE AND JANICE C. UHACZ TRUSTEE UNDER AUDITOR'S FILE NUMBER 3512021, RECORDS OF SAID COUNTY;



18666_ANEX PROP 1/22/2025 GAH

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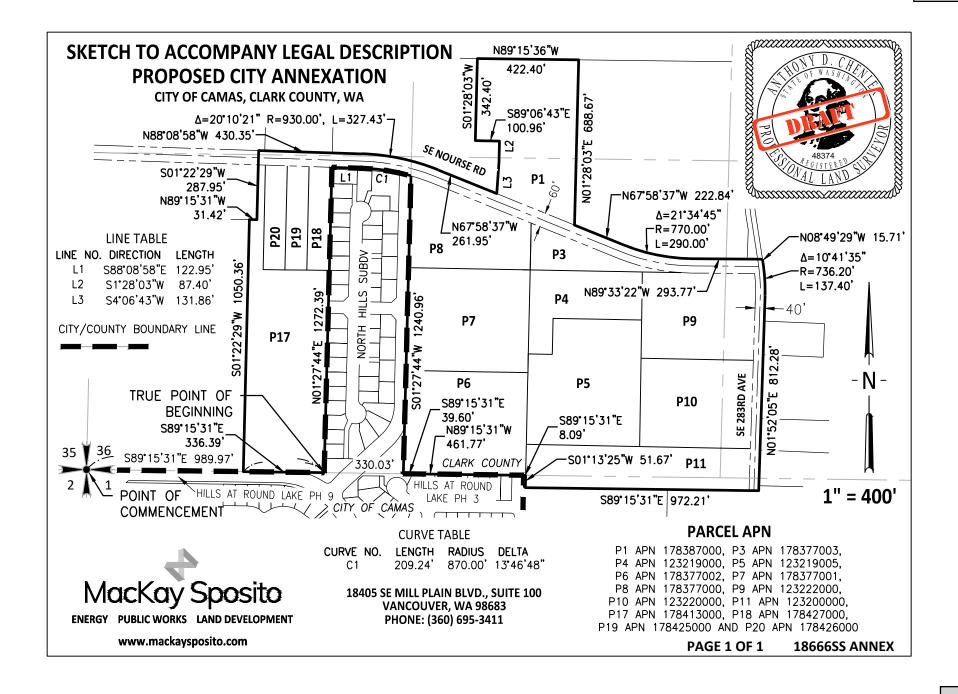
THENCE SOUTHERLY, ALONG SAID NORTHERLY PROJECTION AND SAID WEST LINE THE FOLLOWING 3 (THREE) COURSES:

THENCE SOUTH 01°22′29″ WEST, A DISTANCE OF 287.95 FEET; THENCE NORTH 89°15′31″ WEST, A DISTANCE OF 31.42 FEET; THENCE SOUTH 01°22′29″ WEST, A DISTANCE OF 1050.36 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 36;

THENCE SOUTH 89°15′31″ EAST LEAVING SAID WEST LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 336.39 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 53 ACRES, MORE OR LESS.





TO: Robert Maul, City of Camas

From: Tim Schauer, owner 27900 SE Nourse Road, Camas WA 98607 (Schauertm50@gmail.com)

DATE: October 14, 2024

RE: Annexation request for Nourse Road area, 10% petition

Mr. Maul,

On behalf of a group of contiguous property owners along Nourse Road (SE 15th Street) please find attached our 10% petition for annexation to the City of Camas.

- These 10 parcels are within the Camas Urban Growth Boundary (UGB) and would extend the
 City limits by a little more than 44 acres and representing a total assessed value close to \$8M.
- These properties are located generally east of Camas High School, north of Woodburn Elementary School, and west of SE 283rd Avenue.
- Eight of the 10 parcels proposed for annexation have signed this petition.
- The eight petitioners represent 79% of the assessed value and 80% of the acreage included in this request.
- Over the last 12 months or more, we have door knocked, met with, or spoken with at least an
 additional 10 property owners, and held a neighborhood informational meeting (05/29/2024) at
 Woodburn Elementary School to explain ourselves, answer questions, and understand the
 concerns and desires of our adjacent neighbors, outside the City limits.
- The attached "Annexation Area Outreach Exhibit" is a map that attempts to articulate our understanding of the desire to annex from our surrounding property owners. Every parcel has been given a color coded parcel number. Green indicates a signed petition request in favor of annexing. Red indicates an opposition to annexation. Black represents an uncertainty or non-responsive inquiry. After much thought and more conversations, we concluded the best first step would be a 10% petition for the 44 acres outlined in blue on the exhibit.
- Those opposed to annexation conveyed a range of disinterest from "No, I don't think so at this time..." to "Absolutely not. I do not want to be in the City." Some reasons given as to why they do not want to annex included concerns about being required to hook up to sewer and water, to having to stop using their well, to increased taxes, to limitations of how they use their property now, such as outdoor burns and shooting restrictions, to name a few.

In closing, I would like to express our thanks and appreciation to the City of Camas Planning staff for their time spent with us as we have embarked on this journey to officially become part of the City of Camas. Robert Maul and Alan Peters have been both generous and candid with their time, expertise, and feedback along the way. Leonard

If you have any questions or concerns with the information provided, please don't hesitate to reach out. We want to be transparent, open, and flexible as this request moves forward in the process.

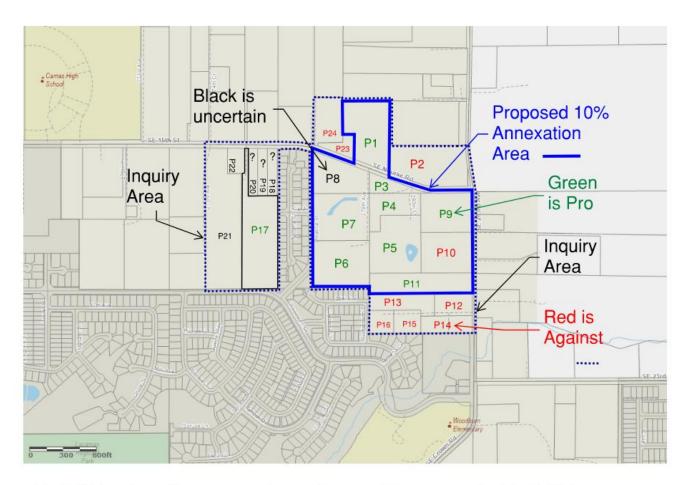
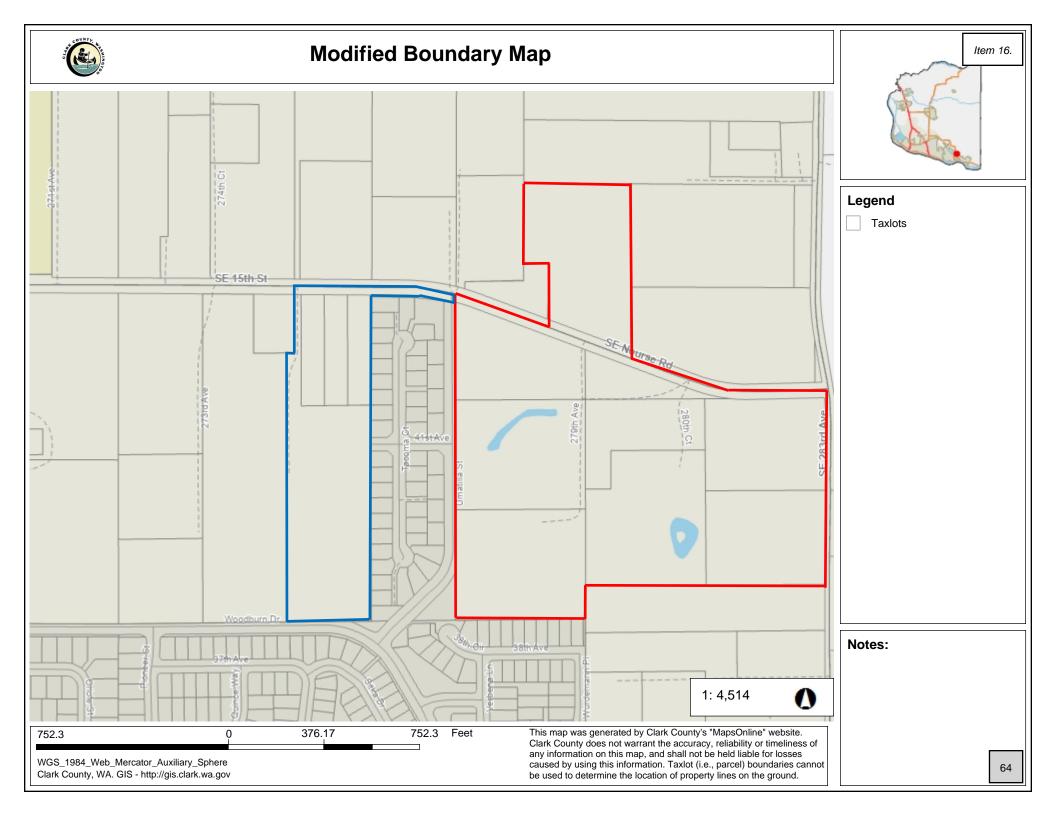


Exhibit A - Annexation Area Outreach Exhibit

| Parcel | Owners Name | Address | Tax Parcel # | Description | Lot Size | As | sessed Value |
|-----------|-------------------------|----------------------|--------------|-----------------------------|----------|----|--------------|
| P1 | Tim Schauer (NR2, LLC) | 27900 SE Nourse Road | 178387000 | #11 SEC 36 T2NR3EWM | 5.42 | \$ | 323,233.00 |
| Р3 | Gerald O ETAL Bjorklund | 27917 SE 279th Ave | 178377003 | #5 LOT 1 SEC 36 T2N R3EWM | 1.20 | \$ | 532,177.00 |
| P4 | Ken & Ardis Bjorklund | 1711 SE 279th Ave | 123219000 | LOT 1 SP2-526 | 2.49 | \$ | 877,783.00 |
| P5 | Gerald Bjorklund | 1800 SE 280th Court | 123219005 | LOT 2 SP2-526 | 5.34 | \$ | 769,355.00 |
| P6 | Leonard & Linda Cooper | 1812 SE 279th Ave | 178377002 | #4 LOT 1 SEC 36 T2N R3EWM | 5.58 | \$ | 640,741.00 |
| P7 | Tim & Rajitha Soppet | 1708 SE 279th Ave | 178377001 | 3 #6 LOT 1 SEC 36 T2N R3EWN | 5.18 | \$ | 1,201,438.00 |
| P8 | Mark Paras | 27719 SE Nourse Road | 178377000 | #2 LOT 1 SEC 36 T2N R3EWM | 4.38 | \$ | 813,125.00 |
| P9 | Tom & Nancey Snow | 1716 SE 283rd Ave. | 123222000 | #28 T M COFFEY DLC | 3.91 | \$ | 937,547.00 |
| P10 | Raymond Brown | 1904 SE 283rd Ave | 123220000 | #26 T M COFFEY DLC | 4.00 | \$ | 850,352.00 |
| P11 | Willie & Krislyn Sandry | 1918 SE 283rd Ave | 123200000 | #3 & #8 T.M. COFFEY DLC | 3.94 | \$ | 1,020,710.00 |
| | | | | | | | |
| Raw Total | | | | | 41.44 | \$ | 7,966,461.00 |
| Yes Total | | | | | 33.06 | \$ | 6,302,984.00 |
| Pro % | | | | | 80% | | 79% |

Exhibit B – Annexation Property Owner Information





10% NOTICE OF INTENT ANNEXATION TO THE CITY OF CAMAS

of all property within the area we are asking to be annexed. City of Camas. We certify that we are the legal owners of property representing at least ten percent (10%) or more of the total value We the undersigned hereby give notice of intent to the City of Camas to have our property located as described below annexed to the

qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor. petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these

The legal description is as follows: #11 SEC 36 T2NR3EWM 5.42A

under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request. The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury

| 1 miles | | | 7 |
|-------------|--|--------------------------------|-----------|
| Marian 18 | | Jungham Manie | |
| | 27900 SE Nourse Road, Camas, WA. 98607 | Tim Schauer Timothy M. Schauer | 178387000 |
| Date Signed | Address | Sign & Print Name | Parcel # |

such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property. behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his



66

10% NOTICE OF INTENT ANNEXATION TO THE CITY OF CAMAS

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The legal description is as follows:

#5 LOT 1 SEC 36 T2N R3EWM 1.20 A M/L

process this request. under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury

| Parcel# | Sign & Print Name | Address | Date Signed |
|-----------|-----------------------------|--|-------------|
| 178377003 | Gerald Bjorklund (Deceased) | 27917 SE Nourse Road, Camas, WA. 98607 | 8/27/24 |
| | Sand John My John M. TR | | |

administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property. such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his



10% NOTICE OF INTENT ANNEXATION TO THE CITY OF CAMAS

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qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor. petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these

The legal description is as follows:

LOT 1 SP2-526 2.49A

under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury process this request.

| Parcel# | Sign & Print Name | Address | Date Signed |
|-----------|-------------------------------|--------------------------------------|-------------|
| 123219000 | Kenneth Bjorklund | 1711 SE 279th Ave., Camas, WA. 98607 | 8-7-24 |
| | Ardis Bjorklund and Bjorklund | | 8-7-24 |

such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property. behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his

10% NOTICE OF INTENT ANNEXATION TO THE CITY OF CAMAS

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The legal description is as follows:

LOT 2 SP2-526 5.34A

process this request. under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury

| Parcel# | Sign & Print Name | Address | Date Signed |
|-----------|----------------------------|---|-------------|
| 123219005 | Gerald Bjorklund (Jucasus) | 1800 SE 280 th Court, Camas, WA. 98607 | Storley |
| | Lew Dorkling Juffer (18) | R | |

such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property.

Item 16.



10% NOTICE OF INTENT ANNEXATION TO THE CITY OF CAMAS

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The legal description is as follows:

#4 LOT 1 SEC 36 T2N R3EWM 5.58 A M/L

process this request. under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury

| rarcei# Sign & Frint Name | Address | Date Signed |
|--|--------------------------------------|-------------|
| 178377002 Linda and Leonard Cooper 1812 SE 279th Ave., C | 1812 SE 279th Ave., Camas, WA. 98607 | |
| Ron Rounsaville-POA | | |
| Tracy Risner- POA Tracy Risner | | 07/30/2024 |

such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property. RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his



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The legal description is as follows:

#3 #6 LOT 1 SEC 36 T2N R3EWM 5.18A

under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request. The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury

| Parcel # | Sign & Print Name | t Name | Address | Date Signed |
|-----------|---------------------|--------|--|-------------|
| 178377001 | Timothy Joel Soppet | | 1708 SE 279 th Ave., Camas, WA. 98607 | 08/01/2024 |
| | | | | |

such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property. RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his



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The legal description is as follows:

#28 T M COFFEY DLC 3.91A

process this request. under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury

| 122222000 | Sign Williams | | 70 |
|-----------|-------------------------------|--|-----------|
| 123222000 | Thomas E. Snow Holler & Broad | 1716 SE 283 rd Ave., Camas, WA. 98607 | 30 20127 |
| | Nancy L. Snow | | 20 1) 2 |
| | Councel Col Clebe | | Jo we och |

administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property. such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his



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The legal description is as follows:

#3 & #8 T.M. COFFEY DLC 3.94 A M/I

process this request. under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury

| 1.7-1.3 | | Krislynn Sandry King Sunda | |
|-------------|--|----------------------------|-----------|
| 8-2-24 | 1918 SE 283 rd Ave., Camas, WA. 98607 | Willie Sandry | 123200000 |
| Date Signed | Address | Sign & Print Name | Parcel# |

such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property. RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his TO: Madeline Coulter, City of Camas

From: Tim Schauer, owner 27900 SE Nourse Road, Camas WA 98607 (Schauertm50@gmail.com)

DATE: February 10, 2025

RE: Annexation request for Nourse Road area, 60% petition

Ms. Coulter,

On behalf of a group of contiguous property owners along Nourse Road (SE 15th Street) please find attached our 60% petition for annexation to the City of Camas.

These 14 parcels are within the Camas Urban Growth Boundary (UGB) and would extend the City limits by approximately 53 acres and representing a total assessed value close to \$11M. These properties are located generally east of Camas High School, north of Woodburn Elementary School, and west of SE 283rd Avenue.

Nine of the 14 parcels proposed for annexation have signed this petition. The nine petitioners represent 68% of the assessed value and 78% of the parcel acreage included in this request. Since our 10% petition city council meeting on December 2, 2024 where our proposed boundary was revised to include an additional 4 parcels beyond the initial request, we have gathered signatures and prepared a legal description and updated our initial submittal to incorporate the expanded annexation area.

The attached materials attempt to represent the owners in support of annexation and those not in support property owners. Green indicates a signed petition request in favor of annexing. Red indicates a lack of support for annexation.

- Proposed Annexation Area Map, including 14 parcels
- A Legal Description and associated sketch for the proposed annexation area
- List of the included parcels and relevant ownership information
- Authorized signatures for 68% of the assessed value of the proposed annexation area.

If you have any questions or concerns with the information provided, please don't hesitate to reach out. We want to be transparent, open, and flexible as this request moves forward in the process.



18666_ANEX PROP 1/22/2025 GAH

Vancouver Office

18405 SE Mill Plain Boulevard, Suite 100, Vancouver, WA 98683 360-695-3411 | www.mackaysposito.com

EXHIBIT "A"

LEGAL DESCRIPTION FOR PROPOSED CITY ANNEXATION
APN 178387000, APN 178377003, APN 123219000, APN 123219005
APN 178377002, APN 178377001, APN 178377000, APN 123222000,
APN 123220000, APN 123200000, APN 178413000, APN 178427000,

APN 178425000 AND APN 178426000 CLARK COUNTY, WASHINGTON

REAL PROPERTIES SITUATED IN CLARK COUNTY, WASHINGTON LYING IN THE SOUTHWEST AND THE SOUTHEAST QUARTERS OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 3 EAST AND THE NORTHWEST AND THE NORTHEAST QUARTERS OF SECTION 01, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE SOUTH 89°15′31″ EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 36, A DISTANCE OF 989.97 FEET TO THE SOUTHWEST CORNER OF LOT 31 OF THE NORTH HILLS SUBDIVISION, RECORDED IN VOLUME 311, PAGE 829, RECORDS OF SAID COUNTY AND THE TRUE POINT OF BEGINNING; THENCE NORTH 01°27′44″ EAST, ALONG THE WEST LINE OF SAID NORTH HILLS SUBDIVISION, A DISTANCE OF 1272.39 FEET MORE OR LESS TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST NOURSE ROAD PER THE HERIFORD SHORT PLAT BOOK 2, PAGE 696, CLARK COUNTY RECORDS; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 2 (TWO) COURSES:

THENCE SOUTH 88°08′58″ EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 122.95 FEET TO A 870.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°46′48″, AN ARC DISTANCE OF 209.24 FEET TO THE NORTHEAST CORNER OF SAID NORTH HILLS SUBDIVISION;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 01°27′44″ WEST, ALONG THE EAST LINE OF SAID NORTH HILLS SUBDIVISION, A DISTANCE OF 1240.96 FEET MORE OR LESS TO A POINT ON SAID EAST LINE, ALSO BEING A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89°15′31 EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 39.60 FEET TO THE NORTHWEST CORNER OF LOT 63 OF THE HILLS AT ROUND LAKE-PHASE 3 SUBDIVISION, RECORDED IN VOLUME 311, PAGE 707, RECORDS OF SAID COUNTY; THENCE SOUTH 89°15′31 EAST, ALONG SAID NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 461.77 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN STATUTORY WARRANTY DEED CONVEYED TO LENNAR NORTHWEST INC. UNDER AUDITOR'S FILE NUMBER 4987684, CLARK COUNTY RECORDS; THENCE SOUTH 89°15′31 EAST, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 8.09 FEET TO A POINT ON THE WESTERLY LINE OF THAT PARCEL DESCRIBED IN QUIT CLAIM DEED CONVEYED TO WILLIE AND KRISLYNN SANDRY UNDER AUDITOR'S FILE NUMBER 3862426, RECORDS OF SAID COUNTY; THENCE SOUTH 01°13′25 WEST, ALONG SAID WEST LINE OF SAID PARCEL, A DISTANCE OF 51.67 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID PARCEL;



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THENCE SOUTH 89°15'31 EAST, ALONG THE SOUTH LINE AND THE EASTERLY PROJECTION OF SAID SOUTH LINE, A DISTANCE OF 972.21 FEET, MORE OR LESS, TO THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHEAST 283RD AVENUE; THENCE NORTH 01°52'05" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 812.28 FEET TO A 736.20 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG EASTERLY RIGHT-OF-WAY AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°41'35", AN ARC DISTANCE OF 137.40 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 08°49′29″ WEST, A DISTANCE OF 15.71 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY PROJECTION OF THE NORTH RIGHT-OF-WAY LINE OF SOUTHEAST NOURSE ROAD; THENCE NORTH 89°33'22" WEST, ALONG SAID EASTERLY PROJECTION AND SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST NOURSE ROAD. A DISTANCE OF 293.77 FEET, MORE OR LESS, TO A 770.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°34'45", AN ARC DISTANCE OF 290.00 FEET; THENCE CONTINUING NORTH 67°58'37" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 222.84 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN STATUTORY WARRANTY DEED, CONVEYED TO TIMOTHY M. AND KELLI L. SCHAUER AND DAMON WEBSTER, UNDER AUDITOR'S FILE NUMBER 5930114, RECORDS OF SAID COUNTY; THENCE NORTH 01°28'03" EAST, ALONG SAID EAST LINE, A DISTANCE OF 688.67 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE NORTH 89°15'36" WEST, ALONG THE NORTH LINE OF SAID SCHAUER ET AL. PARCEL, A DISTANCE OF 422.40 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WEST LINE OF SAID PARCEL THE FOLLOWING 4 (FOUR) COURSES:

THENCE SOUTH 01°28′03″ WEST, A DISTANCE OF 342.40 FEET; THENCE SOUTH 89°06′43″ EAST, A DISTANCE OF 100.96 FEET; THENCE SOUTH 01°28′03″ WEST, A DISTANCE OF 87.40 FEET; THENCE SOUTH 04°06′43″ WEST, A DISTANCE OF 131.86 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST NOURSE ROAD:

THENCE NORTH 67°58′37″ WEST, LEAVING SAID WEST LINE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 261.95 FEET TO A 930.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°10′21″, A DISTANCE OF 327.43 FEET; THENCE NORTH 88°08′58″ WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 430.35 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST LINE OF THAT PARCEL, LYING SOUTHERLY OF SAID RIGHT-OF-WAY, DESCRIBED IN QUIT CLAIM DEED CONVEYED TO GERALD A. UHACZ TRUSTEE AND JANICE C. UHACZ TRUSTEE UNDER AUDITOR'S FILE NUMBER 3512021, RECORDS OF SAID COUNTY;



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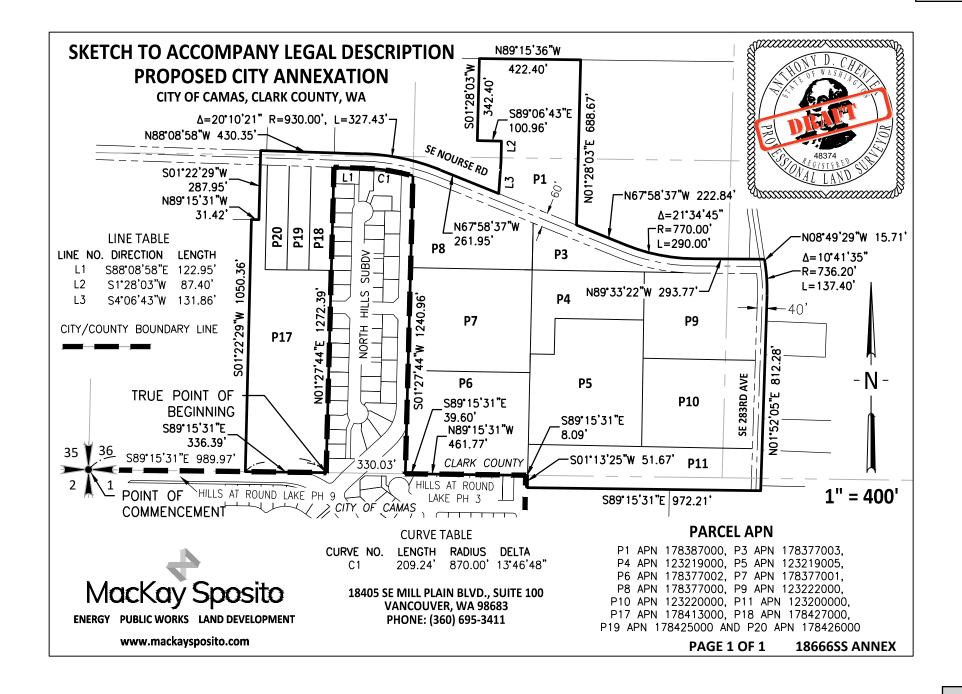
THENCE SOUTHERLY, ALONG SAID NORTHERLY PROJECTION AND SAID WEST LINE THE FOLLOWING 3 (THREE) COURSES:

THENCE SOUTH 01°22′29″ WEST, A DISTANCE OF 287.95 FEET; THENCE NORTH 89°15′31″ WEST, A DISTANCE OF 31.42 FEET; THENCE SOUTH 01°22′29″ WEST, A DISTANCE OF 1050.36 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 36;

THENCE SOUTH 89°15′31″ EAST LEAVING SAID WEST LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 336.39 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 53 ACRES, MORE OR LESS.





הואוסואוו גבוווובח . המוו חריים האחב באאחם בלרח ומיוחלכו חסבלר



60% PETITION FOR ANNEXATION INTO THE CITY OF CAMAS

We the undersigned hereby petition the City of Camas to have our property as described below annexed to the City of Camas. We iired o be

otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor. these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is WARNING: Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of

Yes X No

Yes_X

The City Council requires the simultaneous adoption of a proposed zoning regulation for the area to be annexed

| SIGN- | 2 | Krislyn Sandry | SIGN- hother Sand | 123200000 WILLIE SANDRY | PARCEL# SIGN |
|-------|----------|----------------|-------------------|---|-------------------|
| 2000 | Sim Sind | SANDRY | Say | NDRY | SIGN & PRINT NAME |
| | | | | 1918 SE 283 RD AVE. CAMAS, WA. 98607 | ADDRESS |
| | 36-10 | | 1-7-0 | | DATE SIGNED |
| - | | | < | | OWNER VOTER |
| 7 | | | 7 | | VOTER |

הואיהואיו גבווובח ב אחוז אראה אחחב האאה בדרת ומיחדבו אסבדר

| 20 | Se | 1-6-2025 | | Ken Bjorkhil | Sign- |
|-------|-------|-------------|--|---------------------------|-----------|
| | | | 1711 SE 279 TH AVE., CAMAS, WA. 98607 | KENNETH BJORKLUND | 123219000 |
| NO | YES | 01/16/2025 | | Ron Rounsaville | SIGN- |
| | | | | BROTHER RON ROUNSAVILLE |) |
| | | | 1812 SE 279 TH AVE., CAMAS, WA. 98607 | LEONARD COOPER (DECEASED) | 178377002 |
| | | | • | AL SA | SIGN- |
| her | 457 | 1-7-2025 | 1708 SE 279 TH AVE., CAMAS, WA. 98607 | TIMOTHY LOED SOPPET | 178377001 |
| Oes | 70% | 1-6-2025 | | Marcel Coe Supe | Sign- |
| | | | | NANCY'L. SNOW | 1 |
| 7 | | 1-6-3025 | | Marie (Nis Jana) | Sign- |
| | | | 1716 SE 283 RD AVE. CAMAS, WA. 98607 | THOMAS E. SNOW | 123222000 |
| | | | | | Sign- |
| | | - | 1904 SE 283 RD AVE. CAMAS, WA. 98607 | RAYMOND D. BROWN | 123220000 |
| VOTER | OWNER | DATE SIGNED | ADDRESS | SIGN & PRINT NAME | PARCEL# |
| | | | | | |

הואוסואוו גבוווובח ב ממוז זריסה מסתב-מתאסה בכרח ומיחלכל יספלר

| | | | | | SIGN- |
|-------|-------|-------------|--|---|-----------|
| | | | 27719 SE NOURSE ROAD, CAMAS, WA. 98607 | MARK PARAS | 178377000 |
| yes | yes | 2202/11/10 | | more follow | SIGN- |
| | | | 17900 SE NOURSE ROAD, CAMAS, WA. 98607 | Nourse Road 2, LLC | 178387000 |
| ON | YES | 01/12/2025 | | Edward Hagen | Sign- |
| | | | | POA FOR ESTATE IS BROTHER EDWARD HAGEN | |
| | | | CAMAS, UM. 98607 | GERALD BJORKLUND (DECEASED) | 178377003 |
| NO | YES | 01/12/2025 | | Edward Hagen | |
| | | | | EDWARD HAGEN | SIGN- |
| | | | 1800 SE 2801 cart CAMS, WA. 98607 | (DECEASED) DOA EOD ESTATE IS BEOTHER | 123219005 |
| Sol | sax. | 1-6-25 | | ardis Gordand | Sign- |
| | | | | ARDIS BJORKLUND Chichas Bjorke | |
| VOTER | OWNER | DATE SIGNED | ADDRESS | SIGN & PRINT NAME | PARCEL# |
| | | | The state of the s | | |

ר האואים אפוווים ב יחיון הריח-חחתב. בארת-ומחארכן חסברר

| No | Yes | 01/09/2025 | | Kit Uhacz | DIGN- |
|-------|-------------|-------------|--------------------------|-----------------------------|-----------|
| | | | | POA FOR ESTATE IS KIT UHACZ | Control |
| No | Yes | 01/09/2025 | | Kit Uhacz | DIGN- |
| | | | 98607 STREET, CAMAS, WA. | KIT UHACZ | 1/8415000 |
| VOTER | OWNER VOTER | DATE SIGNED | ADDRESS | SIGN & PRINT NAME | PARCEL# |



Staff Report

May 19th, 2025 City Council Public Hearing

Johnson Annexation – 60% Petition Public Hearing Presenter: Robert Maul, Planning Manager

| Phone | Email | |
|--------------|----------------------|--|
| 360.817.1568 | rmaul@cityofcamas.us | |

BACKGROUND: An annexation application has been submitted to the City to annex approximately 19.18 acres into the city limits of Camas.

SUMMARY: Jordan Ramis PC submitted a 10% notice of intent to the City of Camas on July 24th, 2024 on behalf of the property owners within the proposed annexation area. The initial annexation area was comprised of four parcels that total approximately 19.18 acres of land located south of NE 28th Street across from Green Mountain Estates and Green Mountain Planned Residential Development (see Blue lots in Figure 1). The annexation area is within the Camas Urban Growth Boundary (UGB).

Property owners of the four parcels have signed the notice of intent to annex. The initiating parties represent 100% of valuation (\$5,022,039) of landowners in the proposed area. Three of the four parcels abut the existing city limit boundary to the north at the public right of way along NE 28th Street. The notice is valid and satisfies the requirements of RCW 35A.14.120.

The adopted comprehensive plan designation for the subject area is currently Single-Family Medium, which allows for zoning designations of R-7.5. R-10, and R-12. The current zoning for the subject area is Clark County R-12, Urban High Density, with an Urban Holding Overlay. The park land to the south is zoned Public Facilities and also carries an Urban Holding Overlay. Across the Street within the city limits the zoning designation is R-6 (6,000 square foot lots).

The Camas City Council met on this matter on September 16th, 2024 and accepted a modified boundary for this annexation proposal (see Red boundary Fig 1).

The planning commission met and held a public hearing on February 19th, 2025 to establish a recommendation to city council on proposed zoning for the annexation area. The planning commission voted to approve a zoning designation recommendation of R-7.5, residential medium 7,500 square foot lot area.



Figure 1: Proposed Annexation Area

City Boundary:

When drawing annexation boundaries, the goal is to have orderly patterns that allow for the ability provide services, continuity and allow for potential growth patterns that make sense. As proposed the four parcels have gaps to the west, east in in the middle. Planning staff has discussed this potential layout with city Parks and Public Works Department and as proposed this annexation creates a number of service challenges for utilities, emergency response, addressing and future public property ownership and maintenance challenges.

There are four parcels east of the proposed annexation area that are within the UGA, and two to the west. All of those parcels should be included in this annexation area by expanding the boundary to include them.

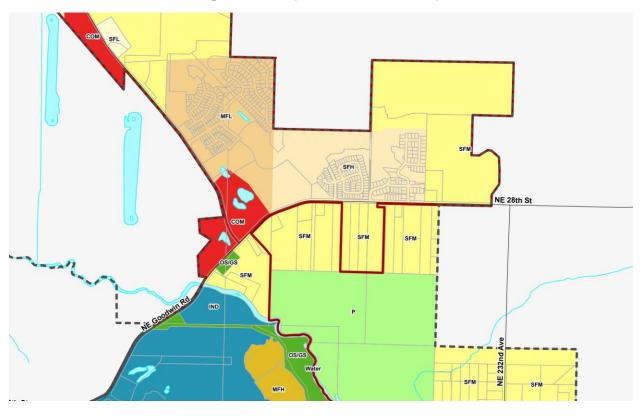


Figure 2 Comprehensive Plan Map

Process:

As per RCW 35.13.125, the City Council is required to meet with the initiating parties and will discuss the following:

- 1. Whether the City will accept, reject, or geographically modify the proposed annexation;
- 2. Whether it will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330, and RCW 35A.14.340); and
- 3. Whether it will require the assumption of all or any portion of existing City indebtedness by the area to be annexed.

This step was done with the acceptance of the 10% notice of intent public meeting held on September 16th, 2024.

Zoning:

As mentioned previously, the currently adopted comprehensive plan is Single-Family Medium density, which can be implemented by any one of three zoning designations.

Camas Municipal Code (CMC) table 18.05.020 lists Residential 7,500 (R-7.5), Residential 10,000 (R-10), and Residential 12,000 (R-12) as possible zoning designations that can be applied to the annexation area. The current city zoning surrounding the annexation area is R-7.5 to the west, R-6 to the north across NW 28th Street, and Unincorporated Clark County Rural 5 Acres to the east, and South of the site is still Clark County jurisdiction and carries a zoning designation of parks and open space (Figure 3).

Utility and road impacts generated by any one of the three zoning designations has been anticipated when developing the capital facilities plans that have been adopted and correspond with the comprehensive plan, so any of the three can comply with current policies.

Table 18.05.020

| District | Symbol | Comprehensive Plan Designation |
|---------------------|--------|--------------------------------------|
| Residential 15,000 | R-15 | Single-family Low |
| Residential 12,000 | R-12 | Single-family Medium |
| Residential 10,000 | R-10 | Single-family Medium |
| Residential 7,500 | R-7.5 | Single-family Medium |
| Residential 6,000 | R-6 | Single-family High |
| Multifamily-10 | MF-10 | Multifamily Low |
| Multifamily-18 | MF-18 | Multifamily High |
| Multifamily Cottage | MF-C | Overlay |

BUDGET IMPACT: Initially service impacts will be minimal but may increase over time with future development and the demands it creates. Currently there are no capital related projects in the annexation area.

RECOMMENDATION: Staff recommends that the City Council hold a public hearing and approve Ordinance 25-007.

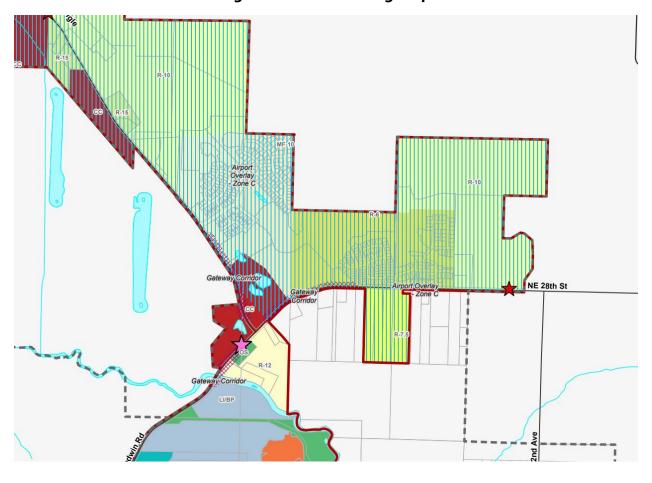


Figure 3 Current Zoning Map

NOTICE OF INTENT TO ANNEX 60% PETITION, RCW 35A.01.040

We, the undersigned, are owners of real property lying outside of the corporate limits of the City of Camas, Washington. We certify that we are the legal owners of property representing at least sixty percent (60%) or more of the total value of all property within the area we are asking to be annexed. The following information is provided with this Notice of Intent to Annex Application: (1) the legal description and depiction of the area and properties proposed to be annexed (Exhibit A) and (2) a Clark County GIS packet identifying all involved properties of the proposed annexation area (Exhibit B).

The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request.

| Name and Parcel No. | Address | Sign and Print Name | Date |
|--|--|-----------------------------|---------|
| Clark County APN 173166 | 1300 Franklin St. Vancouver, WA 98660 | | |
| Glen C. Johnson Theresa M. Johnson APN 173181000 | NE 28 th St Camas, WA 98607 22307 NG 25 CAMAS, WA 88607 | Glen C. Johnson Mulalin Man | 9/19/24 |
| Nylund Inc. APN 173175000 | 22217 NE 28 th St Camas, WA 98607 | ROO NYLUND PRESIDENT | 9/27/24 |
| | | 02 | , , |
| Maribel Carrillo Timoteo Sanchez APN 173174000 | 22401 NE 28 th St Camas, WA 98607 | | |
| | | Maribel Carrillo | 5.0 |
| | | Timoteo Sanchez | 9-19-24 |

| Name and Parcel No. | Address | Sign and Print Name | Date |
|---|---|--------------------------------------|------------|
| James M. Hollingsworth Robin Hollingsworth APN 173198000 | 22421 NE 28 th St Camas, WA 98607 | James M. Hollingsworth | 09-19-2024 |
| | ā | Robin Hollingsworth | 09/19/2024 |
| John A. Hudson Kimberley K. Hudson APN 173172000 | 22413 NE 28 th St Camas, WA 98607 | John A. Hudson | 9/20/204 |
| | | Kimberleyk. Hudson | 9/24/24 |
| Carolyn Braden APN 174412000 | 22505 NE 28 th St Camas, WA 98607 | Α Λ. | 9/26/24 |
| CHRISTOPIAGE BRAVEN | 8 | Carolyn Braden Christopler Broden | (126/24 |
| Alan J. Thayer Mary Ellen Thayer | 22519 NE 28 th St Camas, WA 98607 | | |
| APN 173167000 | | Alan J. Thayer Mary | |
| | | Ellen Thayer | |
| Teresa Spalding APN 173197000 | 22617 NE 28 th St Camas, WA 98607 | | |
| | | Teresa Spalding | |
| David Currier, Sr J. Currier | 22421 NE 28 th St Camas, WA 98607 | | |
| APN 173197005 | | David Currier, Sr. | |

| Name and Parcel No. | Address | Sign and Print Name | Date |
|--|---|------------------------|------|
| | | J. Currier | n. |
| Robert J. Lawrence Kimberly Lawrence APN 173197010 | 22643 NE 28 th St Camas, WA 98607 | Robert J. Lawrence | |
| | | Kimberly Lawrence | |



CLARK COUNTY WASHINGTON

www.clark.wa.gov/assessor

ASSESSOR'S OFFICE Peter Van Nortwick, Assessor 1300 Franklin Street PO Box 5000 Vancouver, WA 98666-5000 360.397.2391 360.397.6046 f

April 24th, 2025

Robert Maul Planning Manager Camas, WA 98607

Dear Mr. Maul,

You will find enclosed the Certification of Sufficiency of the petition for annexation of land to the City of Camas: Glen Johnson Property Annexation.

Please contact me should you have any questions regarding this annexation.

Sincerely,

Peter Van Nortwick

Clark County Assessor

Peter Van Nortwick

Enclosed:

Certification of Sufficiency Annexation Legal Description Annexation Map

Certification of Sufficiency Glen Johnson Annexation

The City of Camas on April 17th, 2025, submitted for review by Clark County Assessor, a petition to annex to the city, approximately 30.23 acres of land known as the Glen Johnson Annexation. Subject to the requirements of 35A.01.040 I now certify the following in my capacity as Clark County Assessor:

- 1. On April 17th, 2025, the City of Camas submitted for certification by the Clark County Assessor a petition to annex to the City eleven (11) parcels of land and associated road and public utility rights-of-way, totaling approximately 30.23 acres.
- 2. The legal description and map of the area proposed for annexation, as provided by the City, are attached to this certification. According to the map provided by the city, this area is in unincorporated Clark County and within the urban growth boundary.
- 3. The city is completing annexation pursuant to the sixty percent method of annexation RCW 35A.14.120 150
- 4. The Clark County Assessor initiated determination of petition sufficiency on April 24th, 2025, which is the "terminal date" as defined in 35A.01.040.
- 5. The area proposed for annexation has a certified annexation value for general taxation of \$10,035,547.00
- 6. Petition signatures provided by the City represent valid owner signatures of a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area. This review did not address the legal sufficiency of any proxy or utility covenant, only the sufficiency of the presence of signatures thereon.

Therefore, based on the petition certification request and supporting materials submitted by the City, I hereby declare and certify that the petition represents the affirmative consent of properties totaling more than 60% of the value according to the assessed valuation for general taxation purposes of the property proposed for annexation.

Given under my hand and seal this April 24th, 2025.

Peter Van Nortwick

Clark County Assessor

Poter Van Nortwick

LEGAL DESCRIPTION FOR ANNEXATION TO CITY OF CAMAS

APNs 173175000, 173181000, 173174000, 173198000, 173172000, 173167000, 173197000, 174412000, 173197005, 173197010, 986070117

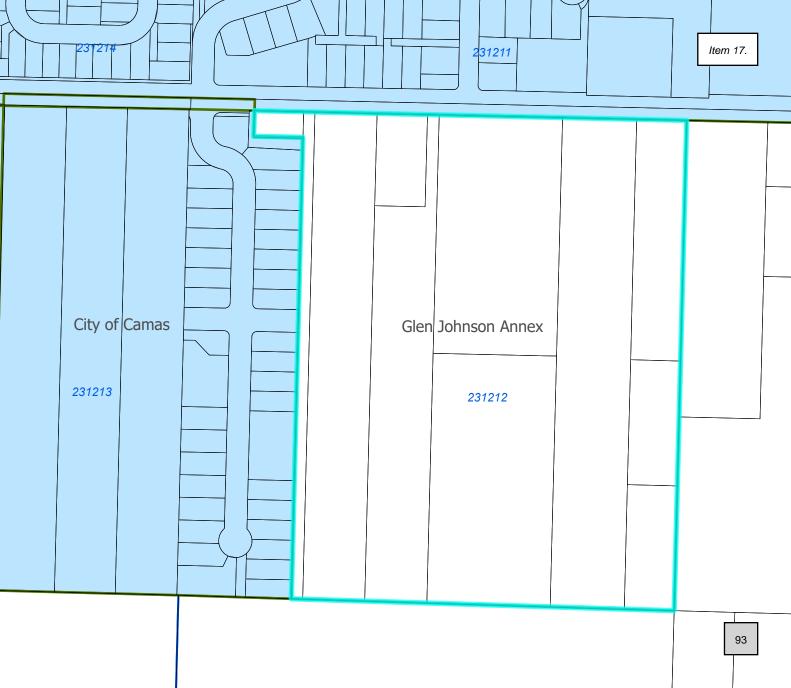
The Northwest quarter of the Southeast quarter of Section 21, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington.

LESS AND EXCEPT any portion lying within the right of way of Northeast 28th Street;

LESS AND EXCEPT any portion contained within the "Landing at Green Mountain Subdivision," such land being identified in the plat map recorded at Book 312, Page 331 of the Clark County Auditor's plat records (Auditor's File No. 6215904).

LESS AND EXCEPT a portion of that parcel described in that Statutory Warranty Deed, Hanson and the Estate of Dwight A. Southern to Pacific Lifestyle Homes, recorded April 22nd, 2024, under Auditor's File Number 6177826, records of Clark County Washington, being a portion of the Northwest quarter of the Southeast quarter of Section 21, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington:

Beginning at the Northeast corner of Lot 2 of The Landing at Green Mountain Subdivision, recorded in Book 312 of Plats, Page 331, records of Clark County Washington; Thence, along the North line of Said Lot 2, North 87°00'05" West, for a distance of 144.73 feet, to an angle point therein; Thence, along the East line of Lot 1 and the Northerly prolongation thereof, North 02°04'13" East, for a distance of 97.18 feet to the South right-of-way line of NE 28th Street; Thence, along said South right-of-way line; South 88°42'56" East, for a distance of 13.57 feet to the northwesterly corner of that parcel described in that Statutory Warranty Deed, Palmer to Nylund Inc. recorded February 23rd, 2024 under Auditor's File Number 6168103, records of Clark County, Washington; Thence, along the west boundary of said parcel, South 01°29'28" West, for a distance of 69.96 feet; Thence, along the South boundary of said parcel, South 88°42'49" East, for a distance of 130.13 feet; Thence South 01'29'21" West, for a distance of 31.54 feet to the Point of Beginning.



NOTICE OF INTENT TO ANNEX 60% PETITION, RCW 35A.01.040

We, the undersigned, are owners of real property lying outside of the corporate limits of the City of Camas, Washington. We certify that we are the legal owners of property representing at least sixty percent (60%) or more of the total value of all property within the area we are asking to be annexed. The following information is provided with this Notice of Intent to Annex Application: (1) the legal description and depiction of the area and properties proposed to be annexed (Exhibit A) and (2) a Clark County GIS packet identifying all involved properties of the proposed annexation area (Exhibit B).

The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request.

| Name and Parcel No. | Address | Sign and Print Name | Date |
|--|--|-----------------------------|---------|
| Clark County APN 173166 | 1300 Franklin St. Vancouver, WA 98660 | | |
| Glen C. Johnson Theresa M. Johnson APN 173181000 | NE 28 th St Camas, WA 98607 22307 NG 25 CAMAS, WA 88607 | Glen C. Johnson Mulalin Man | 9/19/24 |
| Nylund Inc. APN 173175000 | 22217 NE 28 th St Camas, WA 98607 | ROO NYLUND PRESIDENT | 9/27/24 |
| | | 02 | , , |
| Maribel Carrillo Timoteo Sanchez APN 173174000 | 22401 NE 28 th St Camas, WA 98607 | | |
| | | Maribel Carrillo | 5.0 |
| | | Timoteo Sanchez | 9-19-24 |

| Name and Parcel No. | Address | Sign and Print Name | Date |
|---|---|--------------------------------------|------------|
| James M. Hollingsworth Robin Hollingsworth APN 173198000 | 22421 NE 28 th St Camas, WA 98607 | James M. Hollingsworth | 09-19-2024 |
| | | Robin Hollingsworth | 09/19/2024 |
| John A. Hudson Kimberley K. Hudson APN 173172000 | 22413 NE 28 th St Camas, WA 98607 | John A. Hudson | 9/20/204 |
| | | Kimberleyk. Hudson | 9/24/24 |
| Carolyn Braden APN 174412000 | 22505 NE 28 th St Camas, WA 98607 | Α Δ | 9/26/24 |
| CHRISTOPHER BRAVEN | 8 | Carolyn Braden Christoples Binder | (126/24 |
| Alan J. Thayer Mary Ellen Thayer APN 173167000 | 22519 NE 28 th St Camas, WA 98607 | | |
| ATN 175107000 | | Alan J. Thayer Mary | |
| | | Ellen Thayer | |
| Teresa Spalding APN 173197000 | 22617 NE 28 th St Camas, WA 98607 | | |
| | | Teresa Spalding | |
| David Currier, Sr J. Currier APN 173197005 | 22421 NE 28 th St Camas, WA 98607 | | |
| AT IN 1/319/003 | | David Currier, Sr. | |

| Name and Parcel No. | Address | Sign and Print Name | Date |
|--|---|------------------------|------|
| | | J. Currier | .n. |
| Robert J. Lawrence Kimberly Lawrence APN 173197010 | 22643 NE 28 th St Camas, WA 98607 | Robert J. Lawrence | |
| | | Kimberly Lawrence | |

AN ORDINANCE annexing real property to the City of Camas.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

The Council of the City of Camas finds that the following steps have been taken with respect to annexation of the hereinafter described unincorporated area to the City of Camas:

A. On July 24, 2024, a Notice of Intention to petition for annexation of the subject real property by the direct petition method provided for in Chapter 35A.14, Revised Code of Washington, was filed with the City of Camas.

B. The City Council of the City of Camas set September 16, 2024, as the time for a meeting with the annexation proponents to determine whether the City would accept, reject, or geographically modify the proposed annexation, and whether it would require the simultaneous adoption of a proposed zoning regulation, and whether it would require the assumption of existing indebtedness.

C. On September 16, 2024, the City Council conducted a meeting at which it modified the geographical boundaries of the annexation area as proposed, required the assumption of all existing indebtedness, and required the adoption of a proposed zoning regulation.

D. On January 23, 2025, the City received a petition for annexation signed by the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation of the property proposed to be annexed.

E. On May 19, 2025, the City Council conducted a public hearing to consider the annexation proposal.

Ordinance No. 25-007 Page - 2

Section II

Pursuant to the direct petition method provided for in Chapter 35A.14 Revised Code of Washington, the real property described in Exhibit "A", attached hereto and by this reference incorporated herein, being a portion of Clark County not heretofore incorporated as a city or town, and further being within the urban growth area for the City of Camas, is hereby annexed to the City of Camas and made a part thereof.

Section III

All property within the area hereby annexed shall be assessed and taxed to pay for the outstanding general obligation indebtedness of the City of Camas existing as of the effective date of said annexation.

Section IV

The real property hereby annexed to the City of Camas is zoned as set forth in the attached Exhibit B. The City Community Development Director is hereby authorized and instructed to alter the district boundary lines of "The Map(s) of the Zoning Ordinance of the City of Camas," established pursuant to Chapter 18.05 of the Camas Municipal Code, to include the property described in Section I hereof with such zoning classification.

Section V

The City Clerk is hereby directed to file with the Board of Clark County Councilors of Clark County, Washington, a certified copy of this ordinance. The City Clerk is further directed to file with the Office of Financial Management a certificate as required by RCW 35A.14.700 within thirty (30) days of the effective date of this annexation. The City Clerk is further directed to take all other steps and to inform all other agencies of said annexation as may be necessary

Ordinance No. 25-007 Page - 3

and proper.

City Attorney

Section VI

| This ordinance shall take force and be in effect five (5) days from and after its publication |
|---|
| according to law. The annexation of the aforedescribed real property shall be effective as of the |
| effective date of this ordinance, subject to such notices as may otherwise be required by law. |
| PASSED by the Council and APPROVED by the Mayor this day of, |
| 2025. |
| SIGNED: |
| Mayor |
| ATTEST: |
| APPROVED as to form: |

LEGAL DESCRIPTION FOR ANNEXATION TO CITY OF CAMAS

APNs 173175000, 173181000, 173174000, 173198000, 173172000, 173167000, 173197000, 174412000, 173197005, 173197010, 986070117

The Northwest quarter of the Southeast quarter of Section 21, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington.

LESS AND EXCEPT any portion lying within the right of way of Northeast 28th Street;

LESS AND EXCEPT any portion contained within the "Landing at Green Mountain Subdivision," such land being identified in the plat map recorded at Book 312, Page 331 of the Clark County Auditor's plat records (Auditor's File No. 6215904).

LESS AND EXCEPT a portion of that parcel described in that Statutory Warranty Deed, Hanson and the Estate of Dwight A. Southern to Pacific Lifestyle Homes, recorded April 22nd, 2024, under Auditor's File Number 6177826, records of Clark County Washington, being a portion of the Northwest quarter of the Southeast quarter of Section 21, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington:

Beginning at the Northeast corner of Lot 2 of The Landing at Green Mountain Subdivision, recorded in Book 312 of Plats, Page 331, records of Clark County Washington; Thence, along the North line of Said Lot 2, North 87°00'05" West, for a distance of 144.73 feet, to an angle point therein; Thence, along the East line of Lot 1 and the Northerly prolongation thereof, North 02°04'13" East, for a distance of 97.18 feet to the South right-of-way line of NE 28th Street; Thence, along said South right-of-way line; South 88°42'56" East, for a distance of 13.57 feet to the northwesterly corner of that parcel described in that Statutory Warranty Deed, Palmer to Nylund Inc. recorded February 23rd, 2024 under Auditor's File Number 6168103, records of Clark County, Washington; Thence, along the west boundary of said parcel, South 01°29'28" West, for a distance of 69.96 feet; Thence, along the South boundary of said parcel, South 88°42'49" East, for a distance of 130.13 feet; Thence South 01'29'21" West, for a distance of 31.54 feet to the Point of Beginning.

