



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

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

To Participate Remotely:

OPTION 1 -

1. Go to [www.zoom.us](http://www.zoom.us) and download the app or click "Join A Meeting" Meeting ID 933 9682 3543

2. Or, from any device click <https://zoom.us/j/93396823543>

OPTION 2 - Join by phone (audio only): 1. Dial 877-853-5257 and enter meeting ID 933 9682 3543

For Public Comment:

1. Click the raise hand icon in the app or by phone, hit \*9 to "raise your hand"
2. Or, email to [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us) (400 word limit)

To simply observe the meeting, go to the City's Public Meetings page - [www.cityofcamas.us/meetings](http://www.cityofcamas.us/meetings) and click the "Watch Livestream" on the left of the page.

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

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### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### PUBLIC COMMENTS

### STAFF PRESENTATION

1. [Clark County Charter Review Commission](#)  
[Presenters: Deanna Rusch, Councilor District 4 Representative and Chuck Green,](#)  
[Commission Co-Chair](#)  
[Time Estimate: 20 minutes](#)

### CONSENT AGENDA

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

2. [September 20, 2021 Camas City Council Regular and Workshop and September 24, 2021 Camas City Council Retreat Meeting Minutes](#)
3. Automated Clearing House and Claim Checks Approved by Finance Committee
4. \$140,449.39 for August 2021 Emergency Medical Services (EMS) Write-off Billings; \$111,926.00 for Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$28,523.39 for Ground Emergency Medical Transport funding (Submitted by Cathy Huber Nickerson, Finance Director)
5. [Stormwater Management Action Plan Professional Services Agreement \(Submitted by Sam Adams, Utilities Manager\)](#)
6. [Professional Services Agreement Amendment - Lake Management Plan, Quality Assurance Project Plan \(Submitted by Steve Wall, Public Works Director\)](#)
7. [Professional Services Contract with Knapp, O'Dell and MacPherson PLLC, Attorneys at Law for Legal Services \(Submitted by Cathy Huber Nickerson, Finance Director\)](#)

#### **NON-AGENDA ITEMS**

8. Staff
9. Council

#### **MAYOR**

10. Mayor Announcements
11. Mayor's Appointments of Council Member Anderson and Council Member Hogan as Liaison's to the Georgia-Pacific (GP) Site Clean-Up Community Advisory Committee
12. [National Disability Employment Awareness Month Proclamation](#)
13. [Soroptimist International of Camas-Washougal Day Proclamation](#)

#### **MEETING ITEMS**

14. [Amendments to Camas Municipal Code](#)  
[Presenter: Robert Maul, Planning Manager](#)  
[Time Estimate: 15 minutes](#)
15. [Resolution No. 21-009 Amendment to Development Agreement with Green Mountain Land, LLC Pertaining to Green Mountain PRD](#)  
[Presenter: Steve Wall, Public Works Director](#)  
[Time Estimate: 5 minutes](#)
16. [Resolution No. 21-010 Amendment to Development Agreement with Green Mountain Land, LLC Pertaining to Sewer Improvements](#)  
[Presenter: Steve Wall, Public Works Director](#)  
[Time Estimate: 5 minutes](#)

17. [Resolution No. 21-011 Establishing use of the MRSC Rosters](#)  
[Presenter: Steve Wall, Public Works Director](#)  
[Time Estimate: 5 minutes](#)
18. [Green Mountain Parcel 2 Acquisition Approval](#)  
[Presenter: Steve Wall, Public Works Director](#)  
[Time Estimate: 5 minutes](#)

**PUBLIC COMMENTS**

**ADJOURNMENT**

# Charter Review Commission 2021

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Presentation to the Camas City Council

Commissioner Deanna Rusch, Councilor District 4 Representative

Commissioner Chuck Green, Commission Co-Chair

October 4, 2021



# What We Will Cover

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- Introducing Ourselves and the Charter Review Commission
- Quick Background of the Clark County Home Rule Charter
- What is a Charter Review?
- Review of Proposed Amendments
  1. Nonpartisan County Executive Elected Offices
  2. Nonpartisan County Councilor Offices
  3. Five-District County Council
  4. Charter Review Frequency & Commissioner Terms
  5. Ethics Oversight
  6. Diversity, Equity & Inclusion Oversight
  7. Technical Edits and Minor Corrections in the Charter
  8. Clarifying Initiative, Mini-Initiative and Referendum filing procedures (County Council)
  9. Filing, Signing Petitions and Voting on Measures Applying only to Unincorporated Areas (County Council)
- Questions



# What is the County Charter?

**A Home Rule Charter**  
**by and for the People**  
**of**  
**Clark County, Washington**



**Adopted by the Clark County Board of Freeholders**  
**May 27, 2014**

- “Constitution and structure” of county government
- Spells out the powers, duties and relationships of government
- Strengthens the rights of citizens
- Defines representation and elections
- Provides for direct role of citizens in county government



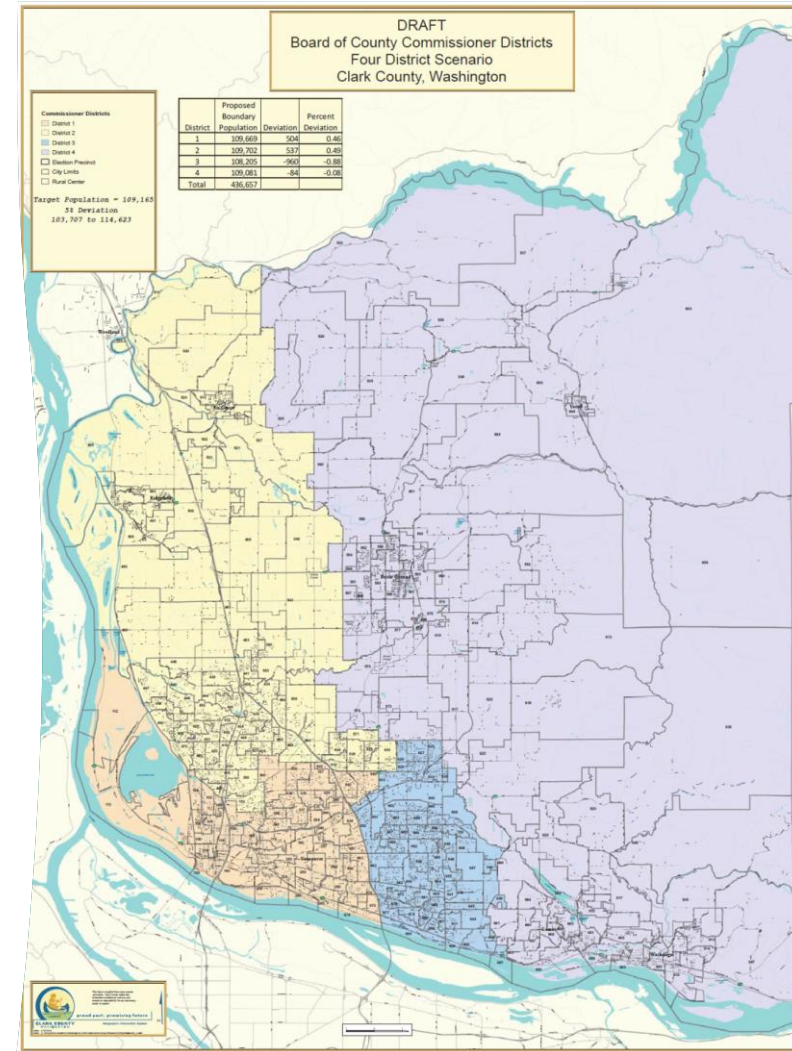
# County Charter Key Items

- **Separation of Powers:** Executive vs. Legislative Branches

Section 2.6A, Non-interference clause

Section 7.5, Recall

- **Power to the People:** Initiative, Referendum, Mini-Initiative
- **Direct Representation:** Four districts nominated & elected by district, plus at-large Chair (countywide), all partisan
- Chair serves on any board with 2 or more council members (RTC, C-TRAN, others)



# What is a Charter Review?



- **Charter Review Commission:** 15 members, 3 for each Council position, 1-year terms
- **Review:** first review after 5 years (this one), then every 10 years
- **Vote:** Charter Review Commission refers amendment proposals to voters, November ballot
- **Note:** the Charter also allows for amendment proposals from the public (a form of initiative) and county council (minimum of four yes votes).



# 2021 Charter Review Commission Amendment Measures

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*General Election: November 2, 2021*

Resolutions passed by the Charter Review Commission at the July 7, 2021 Meeting

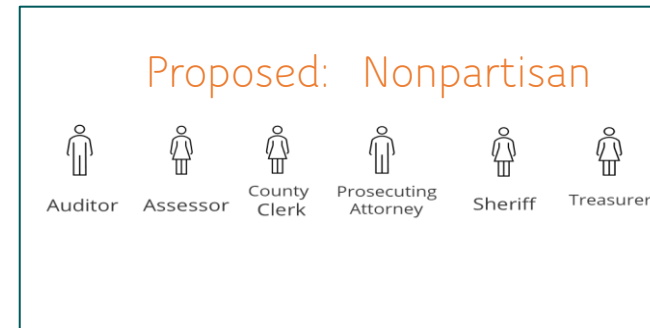
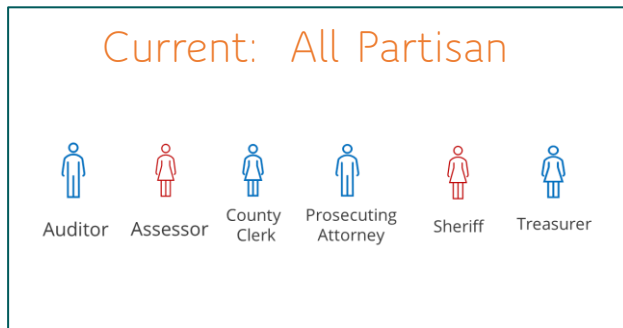
<https://clark.wa.gov/county-manager/2021-amendment-measures>



# 1. Nonpartisan Executive County Offices (Assessor, Auditor, Clerk, Prosecuting Attorney, Sheriff, Treasurer)

**Current:** Clark County Executive Elected positions are currently partisan (i.e. Republican, Democrat, “No party preference”, etc.).

**Proposed amendment:** Should County Executive Elected offices (Assessor, Auditor, Clerk, Prosecuting Attorney, Sheriff, Treasurer) become nonpartisan?

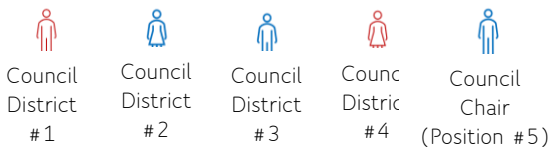


## 2. Nonpartisan County Councilor Offices

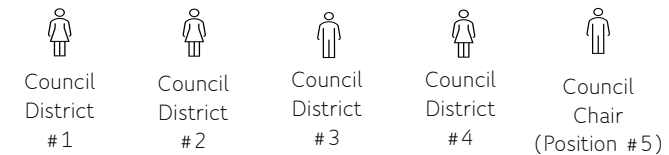
**Current:** Clark County Councilor positions are currently partisan (i.e. Republican, Democrat, “No party preference”, etc.).

**Proposed amendment:** Should County Councilor offices become nonpartisan?

### Current: All Partisan



### Proposed: Nonpartisan



### 3. Five-District County Council composition, Redefine Council Chair appointment and function

2021 Ballot Item 1.

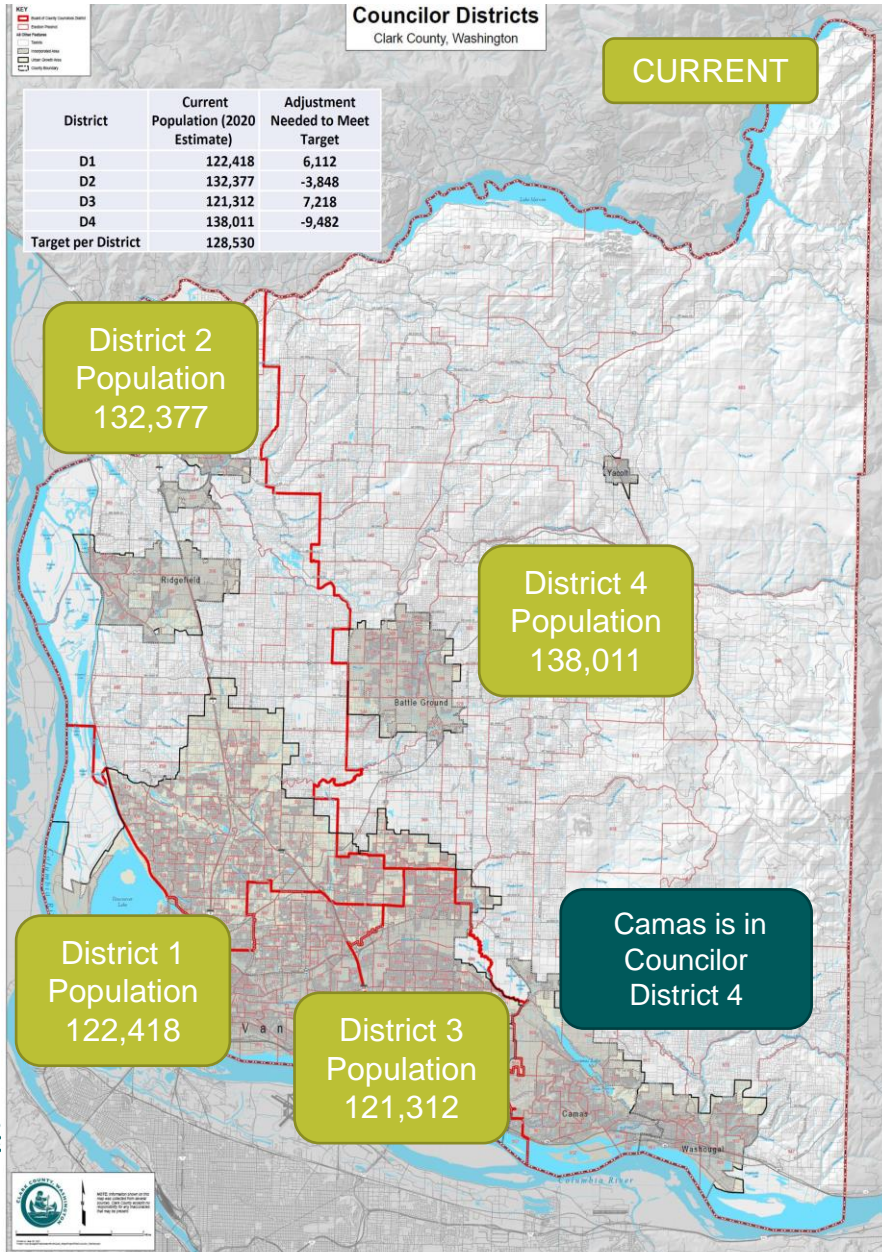
**Current:** the county council is comprised of four district representatives, each elected by voters in their districts, plus one at-large council chair, elected countywide.

#### Proposed amendment:

- Replace the countywide chair position with a fifth district councilor
- Revise the four-district map to five districts (see maps, next two slides)
- Revise the Charter related to council composition and Council Chair accordingly
- Change the Council Chair to be appointed each year from and by the five councilors
- Change the composition of future Charter Review Commissions would be modified accordingly.

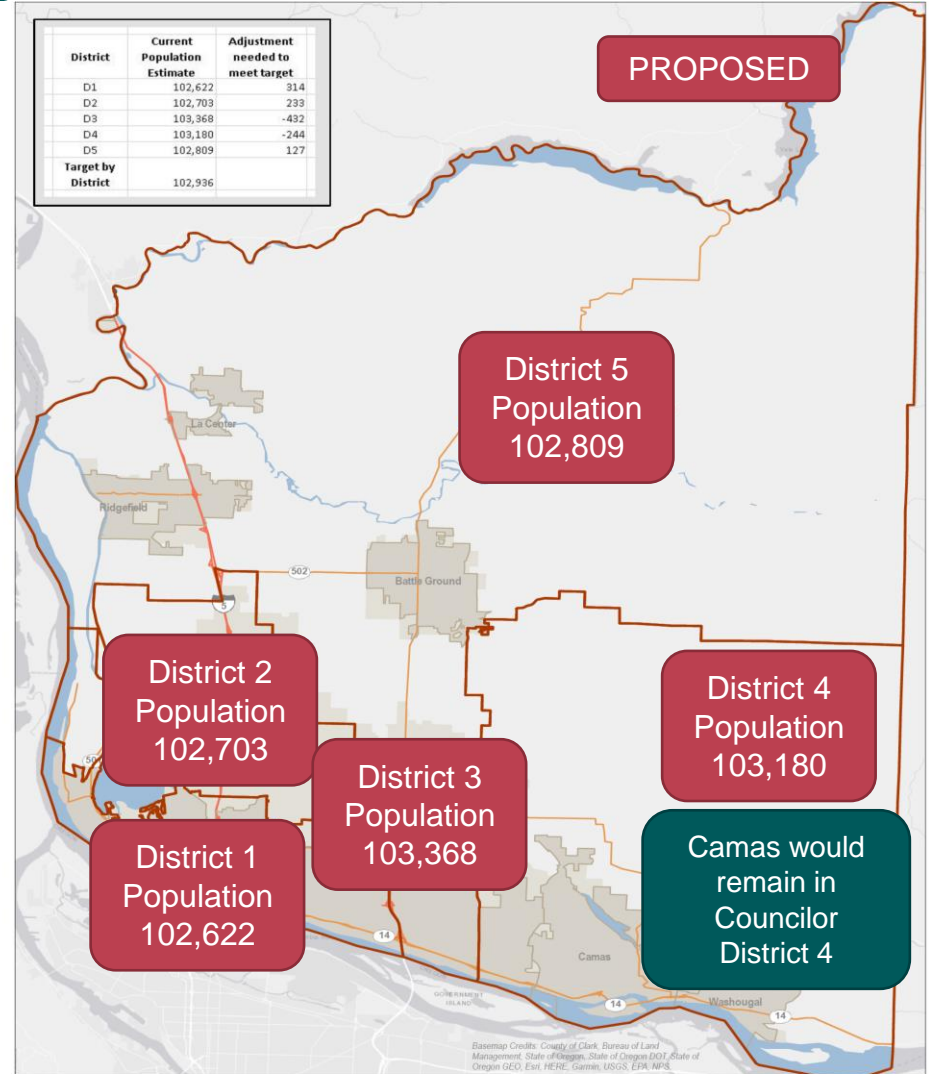


# Current and Proposed District Maps



Current District	Transitional District	Next Election
Council Chair	District 5	2022
District 1	District 1	2022
District 2	District 2	2022
District 3	District 3	2024
District 4	District 4	2024

District	Current Population	Adjustment to meet Target
District 1	102,622	314
District 2	102,703	233
District 3	103,368	-432
District 4	103,180	-244
District 5	102,809	127
<b>Target by District</b>	<b>102,936</b>	



Five District Map - May 27, 2021



NOTE: Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

Current Charter District	Transitional District	Next Election
<b>Council Chair</b>	District 5	2022
<b>District 1</b>	District 1	2022
<b>District 2</b>	District 2	2022
<b>District 3</b>	District 3	2024
<b>District 4</b>	District 4	2024

## 4. Charter Review Frequency & Commissioner Terms

**Current:** the Charter calls for future reviews to be at least every ten (10) years, and for the terms of the Charter Review Commissioners to be one year or until their work is completed, whichever occurs sooner.

**Proposed amendment:** Should the frequency of future Charter reviews be at least every five (5) years, and the terms of the Charter Review Commissioners be up to two years or until their work is completed, whichever occurs sooner?



## 5. Adopt Ethics Code by Ordinance and an Autonomous Ethics Review Process

2021 Ballot

Item 1.

**Current:** there is no formal Code of Ethics nor autonomous ethics review process in place. The county council's Rules of Procedure has an ethical practice provision which includes council appointing two sitting councilors to review ethics complaints against other councilor(s).

**Proposed amendment:** Should there be a formal Code of Ethics and an autonomous ethics review process and complaint hotline? This amendment would

- Require Code of Ethics to be adopted by County Council ordinance by July 31, 2022
- Establish an autonomous Ethics Review Commission and Ethics Oversight office
- The Ethics Oversight Office would have a complaint hotline and process ethics complaints.



## 6. Diversity, Equity & Inclusion Office & Commission

**Current:** Clark County government has neither a current Office of nor Commission on Diversity, Equity and Inclusion.

**Proposed amendment:** Upon adoption by voters of this amendment, the county manager's office would begin the process to establishing a new Office or Department of Diversity, Equity and Inclusion as well as establish a new Commission on Diversity, Equity and Inclusion within a certain time frame.





## 7. Clarity/Consistency/Administrative Clean-up Provisions

2021 Ballot

Item 1.

### Proposed amendment:

- Provides for minor corrections and technical clarifications to the Charter.
- Directs the county's Redistricting Committee to avoid splitting of precincts by district boundaries in crafting the Redistricting Plan which occurs with each ten-year census.



# 2021 County Council Amendment Measures

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*General Election: November 2, 2021*

Resolutions passed by the County Council at their July 20, 2021 Meeting



## 8. Clarify language regarding procedures for processing initiative, mini-initiative and referendum petitions

2021 Ballot

Item 1.

If approved by the voters, the amendment would:

- Specify that the petition proposal must be filed with the Auditor;
- Clarify certain terms, such as “petition;”
- Specify when certain deadlines are triggered;
- Detail procedures for the Auditor to verify and canvass the names of the legal voters on the petition.



## 9. Change charter language regarding circumstances in which a proposed initiative or referendum applies exclusively to unincorporated Clark County

2021 Ballot

Item 1.

### Specifically:

- The individual filing the initiative or referendum must be a registered voter residing in unincorporated Clark County.
- Signatures gathered in support of the initiative or referendum must be from registered voters residing in Clark County.
- Only those registered voters residing in unincorporated Clark County would be eligible to vote on the initiative or referendum.



# Thank you!

## Comments and questions

Clark County Charter Review Commission

<https://clark.wa.gov/county-manager/charter-review-commission-overview>

Clark County Public Service Center

1300 Franklin Street · PO Box 5000

Vancouver, WA 98666-5000





# connect

Item 1.

WITH THE

## Charter Review Commission

### AT LARGE

**Bridget McLeman**  
bridget.mcleman@clark.wa.gov

**Eric Holt**  
eric.holt@clark.wa.gov

**Doug Lasher**  
doug.lasher@clark.wa.gov

### COUNCILOR DISTRICT 1

**Chris Goodwin**  
chris.goodwin2@clark.wa.gov

**Kim D. Harless, Co-Chair**  
kim.harless2@clark.wa.gov

**Anthony Vendetti, Secretary**  
anthony.vendetti2@clark.wa.gov

### COUNCILOR DISTRICT 2

**Dorothy Gasque**  
dorothy.gasque@clark.wa.gov

**Chuck Green, Co-Chair**  
chuck.green@clark.wa.gov

**Kelsey Potter**  
kelsey.potter@clark.wa.gov

### COUNCILOR DISTRICT 3

**Jeff Angelo**  
jeff.angelo@clark.wa.gov

**Terri Niles**  
terri.niles@clark.wa.gov

**Maureen Winningham**  
maureen.winningham@clark.wa.gov

### COUNCILOR DISTRICT 4

**Greg Anderson**  
greg.anderson@clark.wa.gov

**John Latta**  
john.latta@clark.wa.gov

**Deanna Rusch**  
deanna.rusch@clark.wa.gov



@clarkcountycharterreview

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# Charter Review Commission

## QUICK LINKS

Item 1.

### **Charter Review Commission Amendment Measures**

[clark.wa.gov/county-manager/2021-amendment-measures](http://clark.wa.gov/county-manager/2021-amendment-measures)

### **Clark County Council Charter Propositions**

[clark.wa.gov/councilors/council-approves-two-charter-propositions-general-election-ballot](http://clark.wa.gov/councilors/council-approves-two-charter-propositions-general-election-ballot)

### **Charter Review Commission Meetings**

Records of our meetings and links to provide public comment either in advance of or at a meeting can be found here:

[clark.wa.gov/county-manager/meetings-agendas-archives](http://clark.wa.gov/county-manager/meetings-agendas-archives)

### **Invite a Commissioner to speak to your group**

[clark.wa.gov/county-manager/invite-commissioner-speak-your-organization](http://clark.wa.gov/county-manager/invite-commissioner-speak-your-organization)

### **Frequently Asked Questions**

[clark.wa.gov/county-manager/home-rule-charter-faqs](http://clark.wa.gov/county-manager/home-rule-charter-faqs)



**City Council Workshop Minutes - Draft  
Monday, September 20, 2021, 4:30 PM  
REMOTE MEETING PARTICIPATION**

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

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**CALL TO ORDER**

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

**ROLL CALL**

Present: Council Members Greg Anderson, Bonnie Carter, Don Chaney, Steve Hogan, Shannon Roberts and Melissa Smith

Staff: Phil Bourquin, Sarah Fox, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Robert Maul, Bryan Rachal, Heather Rowley, David Schultz, Ron Schumacher, Jeff Swanson, Nick Swinhart, Connie Urquhart and Steve Wall

Press: No one from the press was present

**PUBLIC COMMENTS**

No one from the public wished to speak.

**WORKSHOP TOPICS**

1. Municipal Research and Services Center (MRSC) Rosters  
Presenter: Steve Wall, Public Works Director

This resolution will be placed on the October 4, 2021 Regular Meeting Agenda for Council's consideration.

2. Camas North Shore Subarea Plan Phase 2  
Presenter: Sarah Fox, Senior Planner

Fox provided an update about the plan and discussion ensued.

3. Amendments to Camas Municipal Code (File No. MC20-02 Sessions)  
Presenter: Sarah Fox, Senior Planner on behalf of Planning Commission

This item will be placed on the October 4, 2021 Regular Meeting Agenda for Council's consideration.

4. Fireworks Discussion  
Presenter: Ron Schumacher, Fire Marshal, Mitch Lackey, Police Chief



This item will be placed on a future Workshop Meeting Agenda.

5. 2021 Washington State Legislature Police Reform Laws  
Presenter: Mitch Lackey, Chief of Police & David Schultz, City Attorney

This item was for Council's information only.

## **COUNCIL COMMENTS AND REPORTS**

Council Members Carter and Hogan, and Mayor Burton attended the Camas-Washougal Fire Department's 9-11 remembrance ceremony.

Carter attended the "Meet the Mayor" booth at the Farmer's Market, and the Downtown Camas Association (DCA) and the Library Board of Trustees meetings. Carter commented about the City's Equity Committee and about the sub-committee for the homelessness issue in Camas.

Hogan attended several Columbia River Economic Development Committee (CREDC) meetings.

Roberts commented about the City's Police Department and plans to attend the joint Planning Commission and Parks and Recreation Commission meeting.

Smith announced the Camas-Washougal Chamber of Commerce Oktoberfest event.

Burton commented about the various forms of community conversations taking place, including the upcoming Town Hall virtual meeting, announced the Public Works Department's receipt of the Top Project Award from the Oregon Daily Journal of Commerce for the Lake Everett Roundabout project, announced the local Ducky Derby event, and attended the Clark County Public Health meeting.

## **PUBLIC COMMENTS**

Marilyn Roggenkamp, 373 NE Oak Street, Camas, commented about the Camas Police Department and the new Police Reform Laws, and about the Fireworks Discussion.

## **ADJOURNMENT**

The meeting adjourned at 6:25 p.m.



**City Council Regular Meeting Minutes - Draft  
Monday, September 20, 2021, 7:00 PM  
REMOTE MEETING PARTICIPATION**

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

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Present: Council Members Greg Anderson, Bonnie Carter, Don Chaney, Steve Hogan, Shannon Roberts and Melissa Smith

Staff: Phil Bourquin, James Carothers, Sarah Fox, Jennifer Gorsuch, Cathy Huber Nickerson, Trang Lam, Shawn MacPherson, Robert Maul, Bryan Rachal, Heather Rowley, Jeff Swanson, Connie Urquhart and Steve Wall

Press: No one from the press was present

**PUBLIC COMMENTS**

No one from the public wished to speak.

**STAFF PRESENTATIONS**

1. Stormwater Management Action Plan Professional Services Agreement  
Presenter: Sam Adams, Utilities Manager

This item will be placed on the October 4, 2021 Consent Agenda for Council's consideration.

2. Lake Management Plan - Quality Assurance Project Plan  
Presenter: Steve Wall, Public Works Director

This item will be placed on the October 4, 2021 Consent Agenda for Council's consideration.

**CONSENT AGENDA**

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

3. June 14, 2021 Camas City Council Town Hall Minutes and September 7, 2021 Camas City Council Regular and Workshop Meeting Minutes

4. \$1,182,506.02 Automated Clearing House and Claim Checks Numbered 148596–148753
5. \$8,840.00 DKS Associates, Citywide Traffic Signal Controller Upgrades Professional Services Agreement Supplement 2 (Submitted by James Carothers, Engineering Manager)
6. 2021 Facility Condition Assessment Professional Services Agreement (Submitted by Denis Ryan, Public Works Operations Supervisor)

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

### **NON-AGENDA ITEMS**

7. Staff Miscellaneous Updates  
Presenter: Jeff Swanson, Interim City Administrator

Maul commented about Bob Cunningham's retirement and announced the hiring of Brian Smith as the City's new Building Official.

Swanson announced Sarah Fox's last day and Phil Bourquin's retirement.

8. Council

Council Members Anderson, Smith, Hogan, Chaney and Carter thanked the departing Community Development employees; Bob Cunningham, Sarah Fox and Phil Bourquin for their years of service to the City.

### **MAYOR**

9. Mayor Announcements

Mayor Burton commented about the Community Development departing employees.

### **MEETING ITEMS**

10. Public Hearing for the 2021 Annual Comprehensive Plan Amendments  
Presenter: Sarah Fox, Senior Planner  
Time Estimate: 15 minutes

Fox provided an overview of the 2021 Annual Comprehensive Plan amendments.

Mayor Burton opened the public hearing at 7:28 p.m.

The following member of the public spoke:  
Mike Foss, local business owner

The public hearing was closed at 7:30 p.m.

There was consensus among Council to approve the amendments as recommended by the Planning Commission.

11. Ordinance No. 21-010 Annual Comprehensive Plan Amendments  
Presenter: Sarah Fox, Senior Planner

**It was moved by Anderson, and seconded, that Ordinance No. 21-010 be read by title only. The motion carried unanimously.**

**It was moved by Anderson, and seconded, that Ordinance No. 21-010 for the 2021 Comprehensive Plan Amendments, be adopted and published according to law. The motion carried unanimously.**

12. Public Hearing Regarding an Amendment to the Development Agreement for the Green Mountain PRD  
Presenter: Steve Wall, Public Works Director

Wall provided an overview of the amendment to the Green Mountain PRD Development Agreement.

Mayor Burton opened and closed the public hearing at 7:41 p.m. No one from the public wished to speak.

**It was moved by Carter, and seconded, to approve the amendment to the Green Mountain PRD Development Agreement and to direct the City Attorney to draft a resolution for Council's consideration at the October 4, 2021 Regular Meeting. The motion carried unanimously.**

13. Public Hearing regarding an Amendment to the Development Agreement relating to Sewer Service for the Green Mountain PRD  
Presenter: Steve Wall, Public Works Director

Mayor Burton opened and closed the public hearing at 7:43 p.m. No one from the public wished to speak.

**It was moved by Carter, and seconded, to approve the amendment related to the Sewer Service Green Mountain PRD Development Agreement and to direct the City Attorney to draft a resolution for Council's consideration at the October 4, 2021 Regular Meeting. The motion carried unanimously.**

14. Resolution No. 21-008 Amending the 2019 Water System Plan to include Green Mountain Estates Phase 4 Booster Station  
Presenter: James Carothers, Engineering Manager

**It was moved by Anderson, and seconded, that Resolution No. 21-008 be read by title only. The motion carried unanimously.**

**It was moved by, and seconded, that Resolution No. 21-008 amending the 2019 Water System Plan, be adopted. The motion carried unanimously.**

**PUBLIC COMMENTS**

No one from the public wished to speak.

**ADJOURNMENT**

The meeting adjourned at 7:48 p.m.



**City Council Retreat Minutes - Draft  
Friday, September 24, 2021, 8:00 AM  
Council Chambers, 616 NE 4<sup>th</sup> Avenue**

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**SPECIAL MEETING**

**CALL TO ORDER**

Mayor Ellen Burton called the Retreat to order at 8:05 a.m.

**ROLL CALL**

Present: Council Members Greg Anderson (remote), Bonnie Carter, Don Chaney, Steve Hogan, Shannon Roberts, and Melissa Smith

Staff: Heather Rowley and Jeff Swanson

**WORKSHOP TOPIC**

1. Council Discussion

Swanson facilitated a discussion with the Council Members. Topics included:

- Motivators to run for City Council
- Learnings from serving as Council Member
- Recent events and issues impacting the City
- Future City priorities and resources needed

**ADJOURNMENT**

The meeting adjourned at 12:28 p.m.



## Staff Report – Consent Agenda

October 4, 2021 Council Regular Meeting

Stormwater Management Action Plan Professional Services Agreement (Submitted by Sam Adams, Utilities Manager)

Phone	Email
360.817.7003	sadams@cityofcamas.us

**INTRODUCTION/PURPOSE/SUMMARY:** The Stormwater Management Action Plan (SMAP) is a planning process that will help the City determine which part of Camas will benefit the most from stormwater capital improvements and/or retrofits, short and long term. The SMAP is part of the City’s Stormwater NPDES Permit requirement.

The SMAP process consists of generating a prioritized watershed inventory, development of a process that ultimately results in selection of a high priority area to implement improvements, public engagement, and development of the Stormwater Management Action Plan. A consultant will be working closely with the City to perform these tasks. The City and various stakeholders will be part of the decision making process.

The City issued a Request for Qualifications (RFQ) on April 2, 2021 to obtain Statement of Qualifications from interested consulting firms. Staff received four proposals. The proposals were reviewed and scored by three staff members based on the criteria set forth in the RFQ. After considering the proposals and scores, two firms were interviewed to obtain additional information and determine the preferred consultant. Parametrix was ultimately selected and has provided the attached scope of work and fee proposal.

### EQUITY CONSIDERATIONS:

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

- The SMAP is a planning process that will help the City determine which part of Camas will benefit the most from stormwater capital improvements and/or retrofits, short and long term.

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

- The data developed by this project will help the City determine which area in Camas should be focused on for stormwater improvements.

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

- The communities have not yet been engaged but public engagement will be part of the SMAP process.

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

- The City as a whole should benefit from this project.

What are the strategies to mitigate any unintended consequences?

- Strategies will be discussed as part of the SMAP process.

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

- N/A

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

- N/A

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

- When the project engages the public during the SMAP process, staff may receive contradictory suggestions or ideas on where future improvements should occur.

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

- Staff will notify Council of all major milestones. Council will be part of the major decision-making process of the SMAP.

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

- This project will help the City meet the Stormwater NPDES Permit requirements.

**BUDGET IMPACT:** This project is partially funded by a Stormwater Financial Assistance Program grant from the Department of Ecology. The grant requires a 25% contribution (match) from the City. The consultant fees are \$130,000. A 25% contribution would result in \$32,500 expenditure from the Stormwater Fund. This was included and approved in the 2021 Spring Omnibus.

**RECOMMENDATION:** Staff recommends the City Council approve via consent to authorize the Mayor or designee to execute the Professional Services Agreement with Parametrix.





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

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

**Project No. D1011.**

**STORMWATER MANAGEMENT ACTION PLANNING**

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

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project designated as the **Stormwater Management Action Planning.**
2. **Scope of Services.** Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **April 30, 2023**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "C"**.
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant 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.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall, indemnify and hold the City of Camas, its officers, officials, and employees harmless from any and all 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 concurrent 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, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
  - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
  - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
  - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
    1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
    2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

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

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

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

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

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
6. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
  7. 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;

8. 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
  9. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
  - c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the BOARD.
  - d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

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

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:  
 Jackie Caldwell  
 City of Camas  
 616 NE 4<sup>th</sup> Avenue  
 Camas, WA 98607  
 PH: 360-817-7388  
 EMAIL: [jcaldwell@cityofcamas.us](mailto:jcaldwell@cityofcamas.us)
- Notices to Consultant shall be sent to the following address:  
 Julie Brandt  
 Parametrix, Inc.  
 719 2nd Avenue. Suite 200  
 Seattle, WA 98104  
 PH: 206-394-3661  
 FX: 855-542-6353  
 EMAIL: [JBrandt@parametrix.com](mailto:JBrandt@parametrix.com)
21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Litigation. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be settled by litigation in Clark County, Washington.
23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF CAMAS:

CONSULTANT:  
*Authorized Representative*

By \_\_\_\_\_

By Jenifer Young

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

Print Name Jenifer Young

Title \_\_\_\_\_

Title EP&C Division Manager

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



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

**EXHIBIT “C”  
CONSULTANT BILLING RATES**

**EXHIBIT “D”  
TITLE VI ASSURANCES**

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

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

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

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

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

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

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

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

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

**Pertinent Non-Discrimination Authorities:**

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

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

## SCOPE OF WORK

### City of Camas SMAP (NPDES Stormwater Management Action Planning)

#### PROJECT UNDERSTANDING

The City of Camas (City) is contracting with Parametrix to develop the City’s Stormwater Management Action Plan (SMAP), which is required by the Washington State Department of Ecology (Ecology) National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit (Permit). Parametrix will apply Ecology guidance to conditions unique to the City to prepare a SMAP that is based on Permit requirements.

The project is funded by a Stormwater Financial Assistance Program (SFAP) grant from Ecology; therefore, the project schedule is based on both the grant award timeline and the Permit deadlines.

#### TASK 1A – PROJECT MANAGEMENT

The purpose of this task is to track, manage, document, and report on the work effort.

##### Approach

Parametrix will track and administer this contract with the City, including preparing monthly invoices and coordinating work efforts with the City’s project manager. Parametrix’s project manager will have routine phone and email contact with the City’s project manager as needed.

##### Assumptions

- Project management will extend through April 30, 2023 (23 months).
- The City will track and administer its grant contract for the SMAP with Ecology.

##### Deliverables

- Monthly invoices and progress reports
- QA/QC review documentation (delivered upon request)

#### TASK 1B – PROJECT INITIATION AND NEEDS ASSESSMENT

This purpose of this task is to define the project objectives, establish team member roles and communications, and define data gaps and needs.

## Approach

City Staff Workshop: Parametrix will prepare for and facilitate a project kickoff workshop with City staff. The workshop will include introduction of the project team; definition of the project objectives; review of the scope of work and schedule milestones; describe the communications plan; and prepare the risk register.

Data Collection: The City does not have an in-house geographic information system (GIS) department, so Parametrix will collect and analyze available, public GIS data from external organizations such as Clark County, Ecology, the U.S. Geologic Service, and others to compile the basin characteristics for the SMAP. The City will provide any information it does have. Data may include but are not limited to:

- Basin hydrography/water feature mapping, including streams and lakes or other receiving waters
- Basin topography
- Aerial photos
- Watershed catchment delineations
- Drainage system maps
- Stormwater facility location and type maps
- Land cover, including soils, vegetation type, tree canopy, and condition
- Impervious surfaces
- Public rights-of-way
- Vacant land maps (if available)
- Future proposed land use (if applicable)
- Critical areas, such as wetlands, steep slopes or geologic hazards, buffers, and floodplains
- Water quality and stream conditions
- Environmental justice (using USEPA's EJ Screen, the Washington State Department of Health Washington State's Health Disparity Map, and data from local regional groups as available).

Data not available will be assessed in the data gaps analysis (see below).

Data Gap Analysis: Parametrix will prepare a data gaps summary memorandum discussing:

- Data not available,
- Quality of available data,
- Gaps recommended to be filled for the project, and



- Gaps that can be accepted and addressed through assumptions or extrapolation from other sources.

### Assumptions

- Up to 3 Parametrix staff members will participate in the kickoff meeting. One 2-hour meeting is assumed.
- The City will identify and invite other City staff to participate in the workshop. The City will coordinate the kickoff meeting location and time and have key City staff at the meetings based on planned topics.
- Where available, the City will provide Parametrix with information in electronic format via email, FTP site transfer, or file a share platform hosted by Parametrix (such as OneDrive/SharePoint or Project Wise).
- If available in the City's current records, the City will provide the following information:
  - GIS data listed above
  - Most recent NPDES annual reports and stormwater management program documents
  - Water quality data from surface water or stormwater monitoring programs
  - Existing modeling data on the City's stormwater system and drainage basins within the City, if available.
  - Results of recent stormwater system needs assessment, including map of problem areas and basic project sheets developed to-date.
- The City will provide Parametrix with document review comments from all City reviewers consolidated into a single electronic file.
- Data gaps that the City chooses to be filled for the project will be addressed by the City. (Parametrix can collect certain data for additional scope and fee.)
- Data gaps that cannot be filled will be addressed through assumptions or extrapolation from other sources to the extent possible.

### Deliverables

- Agenda for City Staff Workshop
- Draft Data Gaps Assessment technical memorandum for City review in Microsoft Word and PDF electronic file formats (3 to 5 pages, not including attachments)
- Final Data Gaps Assessment technical memorandum in Microsoft Word and PDF electronic file formats (3 to 5 pages, not including attachments)

## TASK 2 – RECEIVING WATER ASSESSMENT

The goal of this task is to assess existing information collected in Task 2 to document relative conditions of the local receiving waters and contributing areas.

## Approach

Basin Boundary Check: Parametrix will review watershed catchment delineations and potentially resize, combine, or subdivide drainage areas based on analysis units compatible with SMAP review.

Watershed Inventory: Parametrix will:

- Identify common basin characteristics for reviewing and categorizing condition and need.
- Review data gathered in Task 2 pertaining to landscape characteristics (land use and cover, road density, impervious area, stream buffers, intact floodplains, and crossings) that usually affect surface water conditions.
- Assess the relative development potential in the basin using available vacant (undeveloped parcels) and developable (non-floodplain, steep slope, or similar critical areas) land.
- Work with the City to identify water quality conditions to that may need improvement.

NPDES Table and Map: Parametrix will prepare a Watershed Inventory and accompanying web map documenting the drainage areas based on Permit requirements. The inventory will be in table format and will include:

- Each receiving water name, its total watershed area, the percent of the total watershed area that is in the Permittee's jurisdiction
- A brief description of the relative conditions of the receiving waters based on currently available basic water quality assessment information and the contributing areas condition based on current land cover and known stormwater management.
- Findings of the stormwater management influence assessment for each basin and indication of which receiving waters will be included in the S5.C.1.d.ii prioritization process.
- Parametrix will also include a web map of the delineated basins with references to the watershed inventory table. If needed, Parametrix will create a copy of the web map with select layers for the City to share with Ecology.

City Check-In Meeting: Parametrix will facilitate a meeting with City staff at the beginning of the City's review period to present the draft Watershed Inventory, answer questions, and collect preliminary comments.

## Assumptions

- Parametrix will base the assessment on data collected during Task 2. No new data will be collected for this effort.
- The City will provide Parametrix with document review comments from all City reviewers consolidated into a single electronic file.
- For interim grant-required deliverables to Ecology, Parametrix will submit technical content to the City, and the City will prepare the stand-alone grant deliverables and submit them to Ecology.
- The City will take the lead on responding to all comments from Ecology, with Parametrix support on technical issues as needed.

- The schedule includes a lag of 10 business days for Ecology review of draft deliverables; however, Parametrix will continue or suspend effort on this task based on direction by the City.
- For Permit-required documents, Parametrix will submit documents to the City, and the City will submit the Permit documents to Ecology.

### Deliverables

- City Draft Watershed Inventory technical memorandum for City review in Microsoft Word and PDF electronic file formats (3 to 5 pages, not including data table, map, and attachments).
- Final Watershed Inventory technical memorandum for City review in Microsoft Word and PDF electronic file formats (3 to 5 pages, not including data table, map, and attachments).

## TASK 3 – RECEIVING WATER PRIORITIZATION

The purpose of this task is to establish prioritization of watershed protection needs to help identify which of the City's local receiving waters are most likely to benefit from stormwater management planning.

### Approach

Watershed Prioritization: Parametrix will work with the City to prioritize watersheds using an approach based in part on the Stormwater Management Action Planning Guidance (Ecology 2019, Publication 19-10-010) and Building Cities in the Rain (Washington Department of Commerce 2016, Publication 006). Through this process, Parametrix will:

- Prepare prioritization metrics for local watersheds for review and agreement by the City.
- For each watershed and receiving water, evaluate current “treated” and “untreated” lands as defined by stormwater management system coverage.
- Identify restoration or protection goal(s) for each watershed or watershed group based on basin characteristics and protection needs.
- Evaluate current and potential opportunities to address watershed restoration and protection goals for each watershed or watershed group.
- Prioritize watersheds or watershed groups based on agreed metrics using a GIS/spreadsheet scoring tool.
- Work with the City to identify additional, non-quantifiable opportunities and constraints such as political support, funding applicability, community perception, etc. in the watershed prioritization.
- Identify a single watershed or watershed group to target for stormwater management planning in Task 4.

City Check-In Meeting: Parametrix will facilitate a meeting with City staff at the beginning of the City's review period to present the draft Watershed Prioritization, answer questions, and collect preliminary comments.

Public Engagement Support: Parametrix will prepare a web-based GIS story map suitable for distribution to the Public and for the City to share with Ecology.

### Assumptions

- Parametrix will base the prioritization on data collected during Task 2. No new data will be collected for this effort.
- The City will provide Parametrix with document review comments from all City reviewers consolidated into a single electronic file.
- The City will perform all public advertisement, outreach, and distribution of the web-based GIS story map provided by Parametrix.
- For interim grant-required deliverables to Ecology, Parametrix will submit technical content to the City, and the City will prepare the stand-alone grant deliverables and submit them to Ecology.
- The City will take the lead on responding to all comments from Ecology, with Parametrix support on technical issues as needed.
- The schedule includes a lag of 10 business days for Ecology review of draft deliverables; however, Parametrix will continue or suspend effort on this task based on direction by the City.
- For Permit-required documents, Parametrix will submit documents to the City, and the City will submit the Permit documents to Ecology.

### Deliverables

- Draft Receiving Water Prioritization technical memorandum for City review in Microsoft Word and PDF electronic file formats (approximately 10 pages, not including appendices)
- Final Receiving Water Prioritization technical memorandum in Microsoft Word and PDF electronic file formats (approximately 10 pages, not including appendices)
- A web-based GIS story map suitable for distribution to the public and for the City to share with Ecology

## TASK 4 – STORMWATER MANAGEMENT ACTION PLAN

The goal of this task is to identify and document high-level stormwater management activities that may improve the condition of the high-priority watershed identified in Task 3.

### Approach

Action Identification: Parametrix will work with the City to identify and create a list of:

- Concept-level potential stormwater facility retrofits for the area, including identification of BMP types (in broad categories such as distributed LID retrofits, regional flow control facilities, targeted water quality media filtration for particular pollutants, etc.) and preferred locations where possible (in general categories such as regional vs. site-specific facilities, retrofits in the right-of-way vs. parcels, excluded areas such as protected natural resources, etc.)
- Land management/development strategies and/or actions for water quality management
- If applicable, changes needed to local long-range plans to address SMAP priorities

- A proposed implementation schedule and budget sources for short- and long-term actions
- A process for future assessments and feedback to inform future changes

Public Engagement Support: Parametrix will:

- Support the City in preparing for a virtual/online Public Open House to present the SMAP process so far and outline the potential identified actions.
- Update the web-based GIS story map for use during the Open House and suitable for distribution to the Public afterwards to facilitate comment collection.

SMAP Report: Parametrix will develop a SMAP report that outlines the identified actions and incorporates adjustments based on public comment, as approved by the City.

City Check-In Meeting: Parametrix will facilitate a meeting with City staff at the beginning of the City's review period to present the draft SMAP Report, answer questions, and collect preliminary comments.

### Assumptions

- Up to 3 Parametrix staff members will participate in the Public Open House. One 2-hour meeting is assumed.
- The City will identify and invite other City staff to participate in the Public Open House, coordinate the online platform and time, and conduct public advertising of the event leading up to it.
- Parametrix will be responsible for developing the figures which will be included in the SMAP.
- The Receiving Water Assessment and Receiving Water Prioritization technical memoranda prepared under earlier tasks will be included as appendices to the SMAP Report.
- The City will provide Parametrix with document review comments from all City reviewers consolidated into a single electronic Excel table file.
- For interim grant-required deliverables to Ecology (with the exception of the Ecology Draft SMAP), Parametrix will submit technical content to the City, and the City will prepare the stand-alone grant deliverables and submit them to Ecology.
- The City will take the lead on responding to all comments from Ecology, with Parametrix support on technical issues as needed.
- The schedule includes a lag of 10 business days for Ecology review of draft deliverables; however, Parametrix will continue or suspend effort on this task based on direction by the City.
- For Permit-required documents, Parametrix will submit documents to the City, and the City will submit the Permit documents to Ecology.

### Deliverables

- An update to the public web-based GIS story map to facilitate comment collection.

- Draft list of stormwater management actions for structural retrofits and targeted areas for City review in Microsoft Word and PDF electronic file formats
- City Draft SMAP Report for one high-priority basin for City review in Microsoft Word and PDF electronic file formats, approximately 30 pages (not including appendices)
- Ecology Draft SMAP Report for one high-priority basin for City review in Microsoft Word and PDF electronic file formats, approximately 30 pages (not including appendices)
- Final SMAP Report for one high-priority basin in Microsoft Word and PDF electronic file formats, approximately 30 pages (not including appendices)

## TASK 5 – CONTINGENCY SUPPORT

The purpose of this task is for Parametrix to provide general support to the City SMAP development in supplement to the above tasks on an as-needed basis beyond what is scoped in the previous sections.

### Approach

For each work element under this task, the City will make a request for support and Parametrix will respond with an estimated level of effort, budget, and schedule. This task is based on allowed schedule and budget, and development of a specific number of deliverables is not determined.

### Assumptions

This task scope is based on level of effort, and the budget assumes up to 24 hours of Parametrix Senior Engineer staff time.

### Deliverables

- Draft tables, figures, or technical memorandums for City review in electronic Microsoft Office format (Word, Excel, PDF, etc.), as determined when the request is made.
- Final tables, figures, or technical memorandums in electronic Microsoft Office format (Word, Excel, PDF, etc.), as determined when the request is made.

Client: City of Camas  
 Project: NPDES Stormwater Management Action Plan  
 Project No: P5531683808

Julie G. Brandt	Shanon L. Harris	Clara F. Olson	Paul S. Fendt	Chad L. Tinsley	Theodore B. Prince	Aaron J. Miller	Jennifer E. Murphy	Patricia E. Yi	Susan E. Swift	Debra M. Fetherston	Lori A. Gilbertson
Sr Engineer	Project Controls Specialist	Engineer III	Sr Consultant	Sr GIS Analyst	Sr Engineer	Engineer II	Design OC	Sr Graphic Designer	Technical Editor	Publications Supervisor	Sr Project Accountant
\$200.72	\$127.95	\$128.99	\$281.29	\$128.12	\$189.38	\$116.51	\$208.39	\$127.47	\$105.07	\$143.49	\$134.58

Task	Subtask	Description	Labor Dollars	Labor Hours	Julie G. Brandt	Shanon L. Harris	Clara F. Olson	Paul S. Fendt	Chad L. Tinsley	Theodore B. Prince	Aaron J. Miller	Jennifer E. Murphy	Patricia E. Yi	Susan E. Swift	Debra M. Fetherston	Lori A. Gilbertson
01A		Project Management	\$8,382.56	56	16	32	-	-	-	-	-	-	-	-	-	8
01A	01	Project Management	\$8,382.56	56	16	32										8
01B		Project Initiation and Needs Assessment	\$12,588.62	76	20	-	24	8	20	2	-	-	-	-	-	2
01B	01	City Staff Workshop	\$3,759.36	20	8		4	4	4							
01B	02	Data Collection	\$3,572.12	22	4		4	2	8	2						2
01B	03	Gap Analysis Technical Memorandum	\$5,257.14	34	8		16	2	8							
02		Receiving Water Assessment	\$16,159.16	104	18	-	32	8	32	6	8	-	-	-	-	-
02	01	Basin Boundary Check	\$1,808.64	12	2		4		4	2						
02	02	Watershed Inventory	\$8,534.28	56	8		16	4	16	4	8					
02	03	NPDES Table & Map	\$3,422.34	22	4		8	2	8							
02	04	City Check-In Meeting	\$2,393.90	14	4		4	2	4							
03		Receiving Water Prioritization	\$28,097.60	182	38	-	56	12	56	4	8	-	4	2	2	-
03	01	Watershed Prioritization	\$15,952.80	100	24		24	8	32	4	8					
03	02	City Check-In Meeting	\$2,393.90	14	4		4	2	4							
03	03	Public Engagement Support	\$2,967.32	22	2		4		16							
03	04	Prioritization Technical Memorandum	\$6,783.58	46	8		24	2	4				4	2	2	
04		Surface Water Management Action Plan	\$59,620.96	386	56	-	72	8	32	78	102	16	6	8	8	-
04	01	Action Identification	\$32,987.72	212	16		24	4	12	60	80	16				
04	02	Public Engagement and Open House	\$4,645.90	30	4		8	2	8	4	4					
04	03	SMAP Report (incl Ecology draft)	\$18,981.66	126	32		36		8	12	16		6	8	8	
04	04	City Check-In Meeting	\$3,005.68	18	4		4	2	4	2	2					
05		Contingency Effort	\$4,817.28	24	24	-	-	-	-	-	-	-	-	-	-	-
05	01	As Needed	\$4,817.28	24	24											

Labor Totals:	\$129,666.18	828	172	32	184	36	140	90	118	16	10	10	12	8
Totals:	\$129,666.18		\$34,523.84	\$4,094.40	\$23,734.16	\$10,126.44	\$17,936.80	\$17,044.20	\$13,748.18	\$3,334.24	\$1,274.70	\$1,050.70	\$1,721.88	\$1,076.64

Other Direct Expenses	
Mileage	\$250.00
Other Direct Expenses Total:	\$250.00

Project Total \$129,916.18

## Parametrix Puget Sound Billing Rates - October 1, 2020 through September 30, 2021

Classification	Grade	Min/Max Rate	Classification	Grade	Min/Max Rate		
CADD Operator I	8	95	115	Jr. Planner	8	95	115
CADD Operator II	9	105	125	Planner I	10	110	130
CADD Operator III	11	120	150	Planner II	11	120	145
CADD Supervisor/Technical Lead	12	130	160	Planner III	12	125	155
CADD Services Manager	14	145	175	Planner III	13	130	160
				Planner IV	14	150	180
Jr. Designer	8	95	115	Sr. Planner	15	165	205
Designer I	10	115	135	Sr. Planner	16	180	220
Designer II	11	120	150	Sr. Planner	17	195	240
Designer III	12	130	160				
Designer III	13	140	170	Jr. Scientist/Biologist	8	95	115
Designer IV	14	150	180	Scientist/Biologist I	10	110	130
Sr. Designer	15	165	205	Scientist/Biologist II	11	120	145
Sr. Designer	16	180	220	Scientist/Biologist III	12	125	155
Sr. Designer	17	195	240	Scientist/Biologist III	13	130	160
				Scientist/Biologist IV	14	150	180
Jr. Engineer	8	100	120	Sr. Scientist/Biologist	15	165	205
Engineer I	10	120	145	Sr. Scientist/Biologist	16	180	220
Engineer II	11	125	150	Sr. Scientist/Biologist	17	195	240
Engineer III	12	130	160				
Engineer III	13	145	180	Environmental Technician I	7-8	95	115
Engineer IV	14	160	195	Environmental Technician II	9	105	125
Sr. Engineer	15	175	215	Environmental Technician III	10	110	130
Sr. Engineer	16	190	230				
Sr. Engineer	17	210	255	Jr. Hydrogeologist	8	95	115
Sr. Consultant	18	225	275	Hydrogeologist I	10	110	130
Sr. Consultant	19	240	295	Hydrogeologist II	11	120	145
				Hydrogeologist III	12-13	130	160
Electrical Designer I	11	120	150	Hydrogeologist IV	14	150	180
Electrical Designer II	12	135	165	Sr. Hydrogeologist	15	165	205
Electrical Designer III	13	150	180	Sr. Hydrogeologist	16	180	220
Electrical Designer IV	14	160	195	Sr. Hydrogeologist	17	195	240
Sr. Electrical Designer	15-16	185	225				
Sr. Electrical Designer	17	205	250	GIS Technician	9	105	125
Electrical Engineer I	11	120	150	GIS Analyst	10	110	130
Electrical Engineer II	12	130	160	Sr. GIS Analyst	11	120	145
Electrical Engineer III	13	145	175				
Electrical Engineer IV	14-15	165	205	Graphic Designer	10-11	120	145
Sr. Electrical Engineer	16-17	190	230	Sr. Graphic Designer	12-13	130	160
Sr. Electrical Engineer	18	220	270				
				Publications Specialist I	8	95	115
Jr. Surveyor	8	95	115	Publications Specialist II	9-10	110	130
Surveyor I	9	105	125	Sr. Publications Specialist	10-11	120	145
Surveyor II	10	110	130	Publications Supervisor	12-13	130	160
Surveyor III	11	120	150	Technical Editor	10-11	120	150
Sr. Surveyor	12	130	160	Sr. Technical Editor	12-13	130	160
Sr. Surveyor	13	160	200				
Survey Supervisor	14-16	170	210	Technical Aide	7	85	105
Survey Supervisor	17	185	225	Sr. Technical Aide	8	95	115
Survey Prevailing Wage*				Project Coordinator	9	105	125
				Sr. Project Coordinator	10	110	130
Jr. Inspector	8	95	115	Project Controls Specialist	11	120	145
Construction Inspector	10-11	115	145	Sr. Project Controls Specialist	12-13	130	160
Sr. Construction Inspector	12-13	130	160				
Resident Engineer	13	140	170	Project Accountant	9	105	125
Resident Engineer	14	150	180	Sr. Project Accountant	10-11	115	145
Construction Manager I	12-14	150	180	Accounting Specialist	9	105	125
Construction Manager II	15-17	160	200	Sr. Accounting Specialist	10-11	110	130
Sr. Construction Manager	15	170	210				
Sr. Construction Manager	16-17	190	230	Admin Assistant	7	85	105
Owner's Representative	18-19	210	260	Sr. Admin Assistant	8	95	115
				Office Administrator	10-11	115	145
Division Manager	16-17	195	240	Sr. Office Administrator	12-13	125	155
Regional Division Manager	18-19	210	260	Office Administrative Manager	14-15	150	180
Operations Manager	16-17	195	235	Business Manager	15-16	160	200
Operations Manager	18-19	225	275	Sr. Contract Administrator	10-11	130	160
Program Manager	19-20	230	280	Director of Risk Management	20	250	300
Principal Consultant	19	225	275				
Principal Consultant	20	245	300	UAV Pilot	12-13	155	190
Vice President/Sr. Vice President	18-20	245	300	Expert Witness		350	430

\* Prevailing Wage Rates apply to construction surveying on all Washington Public Works Projects.

ZWA 2020-2021  
10/1/2020





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

616 NE 4th Avenue  
Camas, WA 98607

**Project No. D-1010**

**Lake Management Plan - Quality Assurance Project Plan (Phase 2A)**

THIS AMENDMENT (“Amendment”) to Professional Services Agreement is made as of the \_\_\_\_ day of **October, 2021**, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Geosyntec Consultants, Inc.**, 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 **June 8, 2021**, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. **Scope of Services.** Consultant agrees to perform additional services as identified on **Exhibit “A”** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
2. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this Amendment by:
  - a.  Extended to **March 31, 2022**
  - b.  Unchanged from Original/Previous Contract date of \_\_\_\_\_, 20\_\_

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.

3. **Payment.** Based on the Scope of Services and assumptions noted in **Exhibit “A”**, Consultant proposes to be compensated on a time and material basis per **Exhibit “B”** (Costs for Scope of Services) with a total estimated not to exceed fee of:
  - a. Previous not to exceed fee: \$106,400
  - b. **Amendment No. 1: \$22,700**
  - c. **Total: \$129,100**
  - d. Consultant billing rates:
    - Modification to Consultant Billing Rates per **Exhibit “C”** attached herein
    - Unchanged from Original Contract

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

DATED this \_\_\_\_\_ day of October, 2021.

CITY OF CAMAS:

CONSULTANT: Geosyntec Consultants, Inc.  
*Authorized Representative*

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

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

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

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

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

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

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

**EXHIBIT "A"**  
**AMENDED SCOPE OF SERVICES**

**EXHIBIT "B"**  
**ADDITIONAL COSTS FOR SCOPE OF SERVICES**



920 SW 6<sup>th</sup> Ave, Suite 600  
 Portland, Oregon 97204  
 PH 503.222.9518  
 FAX 971.271.5884  
[www.geosyntec.com](http://www.geosyntec.com)

## VIA ELECTRONIC MAIL

September 27, 2021

Mr. Steve Wall, P.E.  
 Public Works Director  
 City of Camas  
 616 NE 4th Avenue  
 Camas, WA 98607

**Subject: Phase 2a Scope of Work, Lake Management Planning, Quality Assurance  
 Project Plan (QAPP) Development**

Dear Mr. Wall,

On behalf of Geosyntec Consultants, Inc. (Geosyntec), we are pleased to present you with our draft scope of work for Phase 2a of the Lake Management Planning support to the City of Camas (City). This interim phase is focused on development of a Quality Assurance Project Plan (QAPP) for developing a Lake Cyanobacteria Management Plan consistent with the Washington State Department of Ecology (Ecology) guidance. Geosyntec's team with MacKay Sposito and JLA have developed this draft scope of work and budget for developing the QAPP for Lacamas, Round and Fallen Leaf Lakes.

The scope of work and budget serves as Exhibit A and B in the Professional Services Agreement between the City of Camas and Geosyntec (Project No. D-1010).

## PHASE 2A SCOPE OF SERVICES

### Objective

The objective of this task is to develop a QAPP for collecting field data to support a Lake Cyanobacteria Management Plan (LCMP) consistent with the Washington State Department of Ecology guidance. The format for a LCMP is sufficiently similar to the format of a Lake Management Plan previously envisioned by the City of Camas and the Geosyntec team that we recommend combining these to be consistent with the Ecology's guidelines for an LCMP.

### Activities

- Hold up to 2 meetings with the City to discuss progress in developing the QAPP.

Phase 2a Scope of Work, QAPP Development  
September 27, 2021  
Page 2

- Hold up to 2 meetings with Ecology personnel to ask questions, seek clarifications and discuss the progress in developing the QAPP.
- Develop Draft QAPP document.
- Develop Final QAPP document to submit to Ecology after addressing City of Camas comments.
- Participate in up to 2 additional meetings with Ecology personnel to discuss Ecology comments and requests for revisions.
- Participate in 1 additional meeting with the City to discuss progress in revising the QAPP.

### **Deliverables**

- Draft QAPP for review by the City
- Draft QAPP for submission to Ecology
- Revised QAPP based on Ecology comments

### **Assumptions**

- City personnel will have an opportunity to provide one round of comments on the draft QAPP prior to submission to Ecology.

### **BUDGET**

Geosyntec is pleased to provide you this quotation for the Phase 2a Scope of Work, to be completed in 30 days, on a time and materials basis of \$22,700. We recommend using the \$7,000 allocated to a Contingency Task under Phase 1 to start development of the QAPP. Therefore, an additional \$15,700 is needed to complete the QAPP. We assume that \$3,000 of this work would be conducted by MacKay Sposito and the remainder would be conducted by Geosyntec. MacKay Sposito's role would be to assist in scoping specific field studies, such as stormwater sampling and an aquatic vegetation survey. Table 1, below, shows a breakdown of hours by labor category.

Phase 2a Scope of Work, QAPP Development  
 September 27, 2021  
 Page 3

Table 1. Cost Estimate for Phase 2a, QAPP Development.

Description	Senior Principal	Project Professional	Professional	Senior Staff	Admin	Mackay Sposito	Cost*
Meetings and Admin	7	8			4		\$3,900
QAPP Development	6.5	18.25	20	22		20	\$15,700
Post QAPP Submission Support	3	8		4			\$3,100
<b>Total</b>	<b>16.5</b>	<b>34.25</b>	<b>20</b>	<b>26</b>	<b>4</b>	<b>20</b>	<b>\$22,700</b>

\*Line-item costs used hourly bill rates and the communications fee shown in the rate schedule below. MacKay Sposito Labor would be marked up 10%.

## CLOSURE

If you have any questions regarding our draft scope of work for Phase 2a, QAPP Development, please feel free to contact me at (971) 271-5906, (503) 936-0115, or by email at [RAnnear@geosyntec.com](mailto:RAnnear@geosyntec.com).

Thank you for the opportunity to submit this draft scope of work for your consideration.

Respectfully,



Robert Annear, Ph.D., P.E. (OR, WA, ID, FL, NC)  
 Senior Principal Engineer  
 971.271.5906  
[RAnnear@geosyntec.com](mailto:RAnnear@geosyntec.com)  
 Geosyntec Consultants

## PROFESSIONAL SERVICES CONTRACT

PROFESSIONAL SERVICES CONTRACT made this date by and between the CITY OF CAMAS, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as “City”, and KNAPP, O’DELL & MacPHERSON PLLC, Attorneys at Law, of Camas, Washington, hereinafter referred to as “Attorneys”,

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

### Section 1. EMPLOYMENT:

1.1 City hereby contracts with, retains, and employs Attorneys to render legal services on behalf of City as hereinafter specified. The terms herein modify the Professional Services Contract dated November 20, 2017 pursuant to Section 8 thereof.

1.2 The relationship between City and Attorneys is that of employer-independent contractor, and not employer-employee. City shall have no obligation to pay FICA, unemployment compensation, workmen’s compensation or other payroll taxes on the compensation paid to Attorneys.

1.3 The parties acknowledge that it may be necessary from time to time for City to retain other legal counsel. Legal matters requiring other counsel may include bond issues, pension and deferred compensation matters, complex litigation, cases referred to attorneys selected by the City’s insurers, and matters involving specialized areas of practice where the City’s interests would be best served by retaining other counsel. In addition, other counsel may be required if Attorneys have an ethical conflict of interest which precludes representation of the City.

### Section 2. BASIC SERVICES:

2.1 The basic services to be provided by Attorneys to City shall include drafting and preparation of all ordinances and resolutions, preparation and review of all contracts, standard deeds,



easements, licenses, or like real estate documents, legal documents and instruments, prosecution of violations of municipal ordinances in Camas Municipal Court, attendance at regular City Council meetings, planning commission and LEOFF meetings, attendance at Council workshops or special meetings on identified agenda items, and rendering legal opinions and such other legal services as City or its duly elected and appointed officials may request or require.

2.2 As compensation for the professional services to be rendered by Attorneys pursuant to this section, City shall pay Attorneys the sum of \$11,500.00 per month, payable on the last business day of each month during the term of this agreement. The monthly compensation shall increase by 3%, commencing January 1, 2023, and increase 3% annually thereafter.

Section 3. MUNICIPAL COURT APPEALS: It is acknowledged by City and Attorneys that Attorneys shall have the responsibility to prosecute all matters commenced in Camas Municipal Court, and that the compensation to Attorneys provided for in Section 2 hereof includes compensation for representation of City in Camas Municipal Court.

The parties hereto further recognize that decisions of the municipal Court may from time to time be appealed to Clark County Superior Court, the Washington Court of Appeals, or the Washington Supreme Court. It is expressly understood and agreed that Attorneys shall have the continuing responsibility to represent City in all matters appealed from Camas Municipal Court. It is further expressly agreed that services rendered in such appellate matters shall be deemed extra legal services for which Attorneys shall be compensated at the rate of \$220.00 per hour. The rate shall increase by 2% commencing January 1, 2023, and increase 2% annually thereafter.

Section 4. ADDITIONAL LEGAL SERVICES:

4.1 In addition to those services provided for in Sections 2 and 3 hereof, the City may require representation in legal proceedings in the Superior Court, Court of Appeals, and Supreme

Court of the State of Washington, the Courts of the United States, and administrative agencies of the municipal, state, and federal government. Additional services shall also include representation of the City after filing of a tort claim notice or in anticipation of litigation, representation of the City in eminent domain cases, with or without the filing of suit, and negotiation, preparation and/or review of real estate purchase or sale documents.

4.2 In any such legal proceedings brought by or against the City or its duly authorized officers, Attorneys shall have the responsibility to defend, prosecute on behalf of, or otherwise represent City and its duly authorized officers, unless other Attorneys are retained by the City.

4.3 It is expressly agreed that all services, including research and preparation for trial, provided by Attorneys in representing City and its duly authorized officers in such legal proceedings are considered extra legal services for which Attorneys shall be entitled to compensation in addition to the basic compensation provided for in Section 2 hereof. Such additional legal services shall be compensated at the rate of \$245.00 per hour. The rate shall increase by 2% commencing January 1, 2023, and increase 2% annually thereafter.

**Section 5. EXPENSES:** In addition to the compensation to be paid to Attorneys as provided for herein, City shall also bear the following expenses:

(a) The transportation, food, and lodging expenses incurred by Attorneys while on City business, which expenses shall be reimbursed in accordance with City policy for its other employees.

(b) The transportation, food, lodging and enrollment expenses incurred by Attorneys while attending Association of Washington Cities Attorneys Conferences and/or Washington Cities Insurance Authority Conferences, which expenses shall be reimbursed in accordance with City policy for its other employees.

(c) The cost of maintaining a surety bond for City Attorney.

(d) All filing fees, deposition expenses, service of process fees, and all other expenses or third party costs incurred by Attorneys in representation of City or its duly elected or appointed officers.

(e) The cost of City of Camas stationery and envelopes for use by Attorneys while conducting City business.

It is understood and agreed that City is under no obligation except as expressly contained herein to contribute to Attorneys' office expenses including any support personnel costs and benefits. Attorneys shall have access to City's duplicating equipment and other office supplies and equipment when engaged in the business of the City.

Section 6. DURATION: This agreement shall commence January 1, 2022, and shall be of indefinite duration, subject to termination with or without cause by either party upon six (6) months' written notice.

Section 7. INDEMNIFICATION: City and Attorneys agree that City shall indemnify and hold harmless Attorneys for claims brought by third parties against Attorneys arising out of the performance by Attorneys of their duties under this contract so long as Attorneys are acting within the scope of their authority and in good faith. It is the intent of the parties that the provisions of Chapter 2.76 of the Camas Municipal Code govern the scope of the City's obligation to indemnify, and the respective rights and obligations of both City and Attorneys.

Section 8. MODIFICATION: This contract contains the entire agreement between the parties, and no modifications or alteration of this agreement shall be effective unless such modification shall be in writing and signed by the parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Professional Services Contract

Page 5

CITY OF CAMAS

KNAPP, O'DELL & MacPHERSON PLLC

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

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

~ PROCLAMATION ~

WHEREAS, October 2021 marks the 76th anniversary of National Disability Employment Awareness Month; and

WHEREAS, the purpose is to educate about disability employment issues and celebrate the many and varied contributions of America's workers with disabilities; and

WHEREAS, the City of Camas supports the goals of equity, opportunity, independent living and economic self-sufficiency for people with disabilities; and

WHEREAS, the U.S. Department of Labor chose this year's theme of "America's Recovery: Powered by Inclusion" to reflect the importance of ensuring that people with disabilities have full access to employment and community involvement during the national recovery from the COVID-19 pandemic; and

WHEREAS, people with disabilities and their contributions to the workplace are a critical part of our efforts to build an inclusive community and strong economy;

NOW THEREFORE, I, Ellen Burton, Mayor of the City of Camas, do hereby proclaim October 2021, as:

***“Disability Employment Awareness Month”***

in the City of Camas, and urge all citizens in Camas to renew our commitment to inclusive workplaces and to embrace the talents and skills that individuals with disabilities bring to our community.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 4th day of October, 2021.

\_\_\_\_\_  
Ellen Burton, Mayor

~ PROCLAMATION ~

WHEREAS, the Soroptimist organization, founded on October 3, 1921, works to economically empower women and girls through access to education; and

WHEREAS, the Soroptimist International of Camas-Washougal was formed in 1948; and

WHEREAS, the Soroptimist International of Camas-Washougal has been an integral part of the Camas-Washougal community for the past 73 years; and

WHEREAS, the Soroptimist International of Camas-Washougal has improved the lives of Camas' and Washougal's women and girls by:

- Disbursing approximately \$500,000 in *Soroptimist Live Your Dreams Awards* to local women to help them get education and training they need to improve their employment and economic standing
- Holding *Soroptimist Dream It, Be It* events that have put almost 30 local girls on the path toward achieving their career goals
- Working with local organizations to get women the legal and economic resources they need to break free from former lives of sex trafficking and domestic violence
- Providing hygiene, food, and other products needed by Children's Home Society of Washington in Washougal and Family Promise of Clark County in Camas
- Supporting Relay for Life and Breast Cancer Awareness Programs
- Providing financial assistance to Babies in Need and Vida's Ark
- Supporting Camas Community Youth Programs
- Assisting community members that are downsizing or moving with estate sales since 1988

NOW THEREFORE, I, Ellen Burton, Mayor of the City of Camas, do hereby proclaim October 4, 2021, as:

***“Soroptimist International of Camas-Washougal Day”***

in the City of Camas, and extend congratulations to Soroptimist for their 100<sup>th</sup> anniversary and thanks to the Camas-Washougal club for their many contributions to our community.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 4<sup>th</sup> day of October, 2021.

A handwritten signature in blue ink that reads "Ellen Burton".

Ellen Burton, Mayor

### Staff Report

October 4, 2021

Regular Meeting

Amendments to Camas Municipal Code (File No. MC20-02 Sessions)

Presenter: Robert Maul, Planning Manager on behalf of Planning Commission

Time Estimate: 15 min.

Phone		Email	
360.817.1568		rmaul@cityofcamas.us	
<b>APPLICANT:</b>	Chad and Hollie Sessions, 5410 NW 38 <sup>th</sup> Avenue, Camas, WA 98607	<b>Applicant's Representative:</b>	Mike Odren, Olson Engineering
<b>Compliance with State Agencies:</b>	The city issued a State Environmental Policy Act (SEPA) determination of Non-Significance Non-Project Action with a deadline of September 9, 2021(Legal publication No. 590300). No comments were received and the decision is final. Notice of Intent to Adopt Amendment was filed with the Department of Commerce (Submittal ID 2021-S-3131) on 9/16/21 with request for an expedited review (14 days).		
<b>Notices:</b>	A public hearing notice was previously published in the Camas Post Record for the Planning Commission hearing on June 3, 2021.		
<b>Public Meetings:</b>	Planning Commission <a href="#">October 20, 2020</a> and <a href="#">June 15, 2021</a>		

#### Summary:

The applicants, Chad and Hollie Sessions, submitted a proposal on September 30, 2020 to amend commercial zoning districts (RC, CC, and NC) to allow residential units for upper levels of a mixed use building where the ground floor is for commercial uses. This amendment would not apply to the Downtown Commercial (DC) and Mixed Use (MX) zones as they currently allow residential units as proposed.

Planning Commission held a public hearing on June 15. At the hearing the applicant proposed a modification to their original proposal to limit the size of parcels that the new change would affect. It would limit the amendment to parcels that are 1.5 acres or less (Attachment 2, email dated May 18, 2021). **At the conclusion of the hearing and deliberation, Planning Commission unanimously forward a recommendation of denial to Council (Attachment 5).**

On August 20, the applicant provided a revised proposal and 24 exhibits (refer to Attachment 3). The new proposal requests that the City amend commercial zoning regulations to allow residential uses on upper stories for parcels 2.5 acres and smaller. **The following amendments are the current proposal by the applicant (1 to 9):**

Revise CMC 18.07.030 – Table 1 – Commercial and industrial land uses to the following:

- Under Apartment, multifamily development, row houses, change the following: Change X to P with Footnote 7a (see below) under Neighborhood Commercial (NC); Change X to P with Footnote 7a (see below) under

Community Commercial (CC); and Change X to P with Footnote 7a (see below) under Regional Commercial (RC).

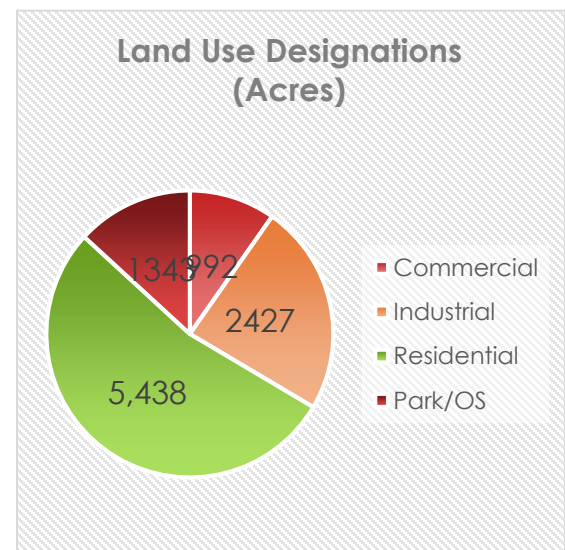
2. Footnote 7a would state the following: Residential uses may be outright permitted if part of a mixed use building, where residential use is not located on the ground level.
3. Keep Footnote 10 for the Community Commercial (CC) and Regional Commercial (RC) zoning districts to allow for larger mixed-use developments.
4. Add Footnote 12 indicating that residential uses may only be permitted above the ground floor of a mixed-use building.
5. Add Footnote 13 indicating that mixed-use buildings containing multi-family residential uses shall only be permitted on site 2.5 acres and smaller.
6. Add Footnote 14 indicating that the following uses shall not be part of a mixed-use development: Automobile repair (garage); Automobile service station; Boat repair and sales; Cabinet and carpentry shop; Event center; Hospital; Laundry/dry cleaning (industrial); Manufactured home sales lot; Auditorium; Golf course/driving range; Sports fields; Schools (college, elementary, junior and senior high);
7. Add Footnote 15 indicating that the residential density shall not exceed that of the MF-10 zoning district, or 10 dwelling units per acre.
8. Add Footnote 16 indicating that the maximum building height shall be 35 feet, matching that of the MF-10 zoning district.
9. Add Footnote 17 indicating that live/work units are not permitted.

### Discussion:

The city's comprehensive plan, Camas 2035, demonstrates that the city will meet the housing and employment needs for a projected population growth of 1.26 percent per year. Based on an analysis of the capacity of the city for redevelopment and new development, the plan confirmed that we could accommodate a projected population increase of 11,255 persons with 11,182 jobs and 3,868 residential units within our current urban growth limits by 2035. This projection assumes that commercially zoned lands provide at least 20 jobs per acre. Employment lands comprise only 34% of the city's total acreage (Commercial 10% and Industrial 24%). The application did not include information to demonstrate that 20 jobs per acre would still be achieved with their proposed change.

In several commercial zones residential development such as apartments, live/work units, and residences associated with a business are currently allowed with limitations. [CMC 18.07.030-Table 1](#), provides a list of allowed residential types in each of the five commercial zones, with some zones prohibiting a particular type where others allow it. The exception to this jumble of allowances is the MX Zone, which permits all residential development types, with only apartments/multifamily requiring conditional use approval. With that said, the mixed use zone is also the only commercial zone that limits residential density (refer to [CMC 18.09.030](#)). The applicant's original proposal to commercial zones did not limit residential units per acre. The current proposal recommends adding a footnote 15 to limit residential density to 10 dwelling units per acre.

Prior to code amendments in 2017 (Ord. 17-013) residential development in commercial zones were largely limited to Mixed Use Planned Developments or in the Downtown Commercial zone. In 2017, Footnote 10 allowed mixed





use development on properties over 10 acres with an approved development agreement. In most part, the city’s commercial and industrial zones (employment areas) continue to limit residential uses in favor of protecting those lands for jobs.

Camas 2035 did not anticipate providing services (utilities, transportation, parks, schools, or public safety) to the commercial areas at levels that are required within residential areas. The demand for public services such as parks, schools and emergency services vary between areas developed residentially than those areas developed for employment uses. For example, the city’s 2014 Parks, Recreation and Open Space Comprehensive Plan has goals and policies that are focused on serving residential areas and does not include a goal for serving industrial and commercial areas. *“Locate neighborhood parks convenient to all residents of Camas. Residents should have a neighborhood park or connection to the trail system available within about ½ mile of their homes”* (PROS Plan, Goal 2).

The application proposed additional use limitations with a new Footnote 14. Staff has not analyzed the effects of this new proposal. The City must ensure that the uses currently allowed (CMC Ch. 18.07 Use Authorization) within the RC, CC, and NC zoning that would be compatible with residential development. It is also unknown whether the expansion of mixed use residential developments would deter future employers from locating in the city without outreach and discussion with area employers.

CRITERIA OF APPROVAL – CMC 18.51.030	Finding
A. Impact upon the city of Camas comprehensive plan and zoning code;	Residential development above the ground floor is allowed in the DC and MX zones (110 acres). The amendment would allow residential development on upper floors in the remaining commercial zones (RC, NC, CC) for parcels that are 2.5 acres or less.
B. Impact upon surrounding properties, if applicable;	The applicant did not address the impacts to adjacent employment lands, as not all businesses are compatible with residential uses. It is unknown whether this change would deter businesses from locating in Camas.
C. Alternatives to the proposed amendment; and	<p>The original proposed amendment would have affected 845 acres of commercially zoned land. The alternative will potentially affect 79 acres (commercial properties under 2.5 acres).</p> <p>Applicant was advised throughout process and at the Planning Commission public hearing that a zone change request for an individual property would be more suitable than amending the zoning rules for all commercial properties.</p>
D. Relevant code citations and other adopted documents that may be affected by the proposed change.	The proposal would change CMC 18.07.030 along with the following comprehensive plan documents: City of Camas Transportation Plan; Camas Park, Recreation and Open Space Plan; and the applicable School District Capital Facilities Plans.

**Planning Commission Recommendation**

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Planning Commission conducted a public hearing and forwarded a recommendation of denial to City Council.

**Deliberation and Decision**

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Council must consider the application and criteria established therein; the staff report and recommendation; the planning commission recommendation; and the public interest.

Under CMC 18.55.320.D, City Council upon a recommendation from the planning commission, may hold a public hearing on the proposal or consider the proposal at a regular meeting. The City may adopt, modify, or reject the proposal, or it may remand the matter to the planning commission for further consideration.

In accordance with CMC 18.51.050-B, Council may decide one of the following:

1. Approve as recommended;
2. Approve with additional conditions;
3. Modify, with or without the applicant's concurrence;
4. Deny;
5. Remand the proposal back to the planning commission for further proceedings.



Contact: Olson Engineering, Inc. Attn: Mike Odren  
 222 E. Evergreen Blvd.  
 Vancouver, WA 98660  
 (360) 695-1385  
 mikeo@olsonengr.com  
 Community Development Department | Planning  
 616 NE Fourth Avenue | Camas, WA 98607  
 (360) 817-1568  
 communitydevelopment@cityofcamas.us

General Application Form

Case Number: MC20-02

**Applicant Information**

Applicant/Contact: Chad and Hollie Sessions Phone: (360) 921-2423  
 Address: 5410 NW 38th Avenue chad@rlregroup.com  
Street Address E-mail Address  
 Camas WA 98607  
City State ZIP Code

**Property Information**

Property Address: Application is non-site specific.  
Street Address County Assessor # / Parcel #  
City State ZIP Code  
 Zoning District Site Size

**Description of Project**

Brief description: The Applicant requests a City of Camas Municipal Code amendment to allow second-story residential uses in the Neighborhood Commercial, Community Commercial and Regional Commercial zoning districts.

Are you requesting a consolidated review per CMC 18.55.020(B)? YES  NO   
 Permits Requested:  Type I  Type II  Type III  Type IV, BOA, Other

**Property Owner or Contract Purchaser**

Owner's Name: Application is non-site specific. Phone: ( )  
Last First  
Street Address Apartment/Unit #  
 E mail Address: City State Zip

**Signature**

I authorize the applicant to make this application. Further, I grant permission for city staff to conduct site inspections of the property.

Signature: *Chad Sessions* Date: 9/30/20

Note: If multiple property owners are party to the application, an additional application form must be signed by each owner. If it is impractical to obtain a property owner signature, then a letter of authorization from the owner is required.

Date Submitted: 10/6/2020	Pre-Application Date:	pd. ✓ 3,289.00 Validation of Fees
Sutherland	<input type="checkbox"/> Electronic Copy Submitted	
Staff:	Related Cases #	

Revised: 01/22/2019

Application Checklist and Fees (updated on January 1, 2020)

◊ Annexation	\$849 - 10% petition; \$3,608. - 60% petition	001-00-345-890-00	\$
◊ Appeal Fee		001-00-345-810-00	\$392.00
◊ Archaeological Review		001-00-345-810-00	\$135.00
◊ Binding Site Plan	\$1,848. + \$24 per unit	001-00-345-810-00	\$
◊ Boundary Line Adjustment		001-00-345-810-00	\$101.00
◊ Comprehensive Plan Amendment		001-00-345-810-00	\$5,729.00
◊ Conditional Use Permit			
Residential	\$3,360 + \$103 per unit	001-00-345-810-00	\$
Non-Residential		001-00-345-810-00	\$4,256.00
◊ Continuance of Public Hearing		001-00-345-810-00	\$515.00
◊ Critical or Sensitive Areas (fee per type)		001-00-345-810-00	\$762.00
(wetlands, steep slopes or potentially unstable soils, streams and watercourses, vegetation removal, wildlife habitat)			
◊ Design Review			
Minor		001-00-345-810-00	\$426.00
Committee		001-00-345-810-00	\$2,335.00
◊ Development Agreement	\$82 fee hearing; \$530 ea. add'l hearing/continuance	001-00-345-810-00	\$
◊ Engineering Department Review - Fees Collected at Time of Submittal Plan Approval			
Construction Plan Review & Inspection	(3% of approved estimated construction costs)		
Modification to Approved Construction Plan Review	(fee shown for information only)		\$415.00
Single Family Residence (SFR) - Stormwater Plan Review	(fee shown for information only)		\$205.00
Gates/Barrier on Private Street Plan Review	(fee shown for information only)		\$1,024.00
◊ Fire Department Review			
Short Plat or other Development Construction Plan Review & Insp.		115-09-345-830-10	\$280.00
Subdivision or PRD Construction Plan Review & Inspection		115-09-345-830-10	\$348.00
Commercial Construction Plan Review & Inspection		115-09-345-830-10	\$416.00
◊ Home Occupation			
Minor - Notification (No fee)			\$0.00
Major		001-00-321-900-00	\$68.00
◊ LI/BP Development	\$4,256+ \$40.00 per 1000 sf of GFA	001-00-345-810-00	\$
◊ Minor Modifications to approved development		001-00-345-810-00	\$340.00
◊ Planned Residential Development	\$34 per unit + subdivision fees	001-00-345-810-00	\$
◊ Plat, Preliminary			
Short Plat	4 lots or less: \$1,904 per lot	001-00-345-810-00	\$
Short Plat	5 lots or more: \$7,055 + \$246 per lot	001-00-345-810-00	\$
Subdivision	\$7,055 + \$246 per lot	001-00-345-810-00	\$
◊ Plat, Final			
Short Plat		001-00-345-810-00	\$197.00
Subdivision		001-00-345-810-00	\$2,335.00
◊ Plat Modification/Alteration		001-00-345-810-00	\$1,176.00
◊ Pre-Application [Type III or IV Permits]			
No fee for Type I or II			
General		001-00-345-810-00	\$348.00
Subdivision (Type III or IV)		001-00-345-810-00	\$896.00
◊ SEPA		001-00-345-890-00	\$796.00
◊ Shoreline Permit		001-00-345-890-00	\$1,176.00
◊ Sign Permit			
General Sign Permit	(Exempt if building permit is required)	001.00.322.400.00	\$40.00
Master Sign Permit		001.00.322.400.00	\$124.00
◊ Site Plan Review			
Residential	\$1,132 + \$33 per unit	001-00-345-810-00	\$
Non-Residential	\$2,828 + \$67 per 1000 sf of GFA	001-00-345-810-00	\$
Mixed Residential/Non Residential	(see below)	001-00-345-810-00	\$
	\$3,987 + \$33 per res unit + \$67 per 1000 sf of GFA		
◊ Temporary Use Permit		001-00-321-990-00	\$79.00
◊ Variance (Minor)		001-00-345-810-00	\$683.00
◊ Variance (Major)		001-00-345-810-00	\$1,273.00
◊ Zone Change (single tract)	Code Amendment	001-00-345-810-00	\$3,289.00

Adopted by RES 1023 AUG 2005; Revised by RES 1113 SEPT 2007; Revised by RES 1163 OCT 2009; Revised by RES 1204 NOV 2010;  
Revised by RES 15-001 JAN 2015; Revised by RES 15-007 MAY 2015; Revised by RES 15-018 DEC 2015; Revised by RES 16-019 NOV 2016;  
Revised by RES 17-015 NOV 2017; Revised by RES 18-003 APRIL 2018; Revised by RES 18-013 NOV 2018; Revised by RES 19-018 DEC 2019

Fees reviewed & approved by Planner:

Approved by R. Maul  
Initial Date

For office use only

G:\DEV\PLANNING\FORMS & HANDOUTS\FORMS\Planning Fee Schedule 010120

Total Fees Due: \$ 3,289.00



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## PROPOSED CITY OF CAMAS CODE AMENDMENT ALLOWING RESIDENTIAL USES IN COMMERCIAL ZONING DISTRICTS

### Current Conditions

The City of Camas currently does not allow residential uses within all its commercial zoning districts. The exceptions are as follows:

- Apartment, multifamily development and row houses are permitted in the Downtown Commercial (DC) zoning district pursuant to Footnote 7 as found in CMC 18.07.030 – Table 1 – Commercial and Industrial Land Uses. Footnote 7 states:  
*Residential uses may be outright permitted if part of a mixed use building, where residential use is not located on the ground level; otherwise it shall be a conditional use.*
- Apartment, multifamily development and row houses are permitted in the Community Commercial (CC) and Regional Commercial (RC) zoning districts pursuant to Footnote 10 as found in CMC 18.07.030 – Table 1 – Commercial and Industrial Land Uses. Footnote 10 states:  
*On tracts ten acres or more, subject to approval by city council of a master plan and development agreement, a mixed use development may be approved provided no less than fifty-one percent of the net developable acreage is committed to commercial uses.*
- A residence accessory to and connected with a business is permitted in the Downtown Commercial (DC), Community Commercial (CC) and Regional Commercial (RC) zoning districts.
- Other residential uses, such as adult family homes, assisted living facilities, bed and breakfasts, duplex or two-family dwellings, group homes, home occupation, and housing for the disabled are other housing uses/types that are either permitted or conditional uses within the commercial zoning districts.

### Proposal

This proposal is to permit residential uses in the Neighborhood Commercial (NC), Community Commercial (CC), Regional Community (RC) and Downtown Commercial (DC) zoning districts outright, provided that residential uses would be required to be located above the commercial use(s), or as otherwise designed through a Conditional Use Permit. The proposal does not change Footnote 10 in order to allow a larger, mixed-use development such as the Grass Valley Development located on NW 38<sup>th</sup> Avenue. Allowing residential uses as indicated above meets several goals and policies of the Camas Comprehensive Plan as indicated below.

**Compliance with City of Camas Comprehensive Plan**

The following is a discussion how allowing residential uses in commercial zoning districts as indicated above furthers the goals and policies of the City of Camas 2035 Comprehensive Plan, Ordinance 16-010, dated June 2016 and the Growth Management Act RCW 36.70A.

*Camas Vision Statement*

- *Vital, Stable and Livable Neighborhoods indicates providing for a wide range of housing for all ages and income levels.*

Allowing residential uses in commercial zoning districts will further the Camas Vision Statement by providing for additional housing options for all ages and income levels.

*Statutory Goals Identified in the Growth Management Act (GMA) RCW 36.70A*

- *Housing - Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.*

Residential uses in commercial zoning districts will further the GMA goal of promoting a variety of residential densities and housing types.

- *Economic Development- Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.*

Residential uses in commercial zoning districts will provide for additional economic opportunities not currently allowed under current City of Camas code by providing the following: smaller mixed-use developments conducive for smaller parcels; additional development potential on parcels in areas experiencing insufficient economic growth; and promoting new business prospects.

*Land Use*

- *1.4 Goals and Policies*
  - *1.4.1 Citywide Land Use*
    - *LU-1.5: Where compatible with surrounding uses, encourage redevelopment or infill development to support the efficient use of urban land.*

Permitting residential uses in commercial zoning districts, in conjunction with commercial (retail/commercial/office) uses, will encourage both redevelopment and infill of undeveloped or underdeveloped parcels, further supporting the efficient use of urban land.

- *1.4.2 Employment Land (Commercial, Industrial, and Business Park)*
  - *LU-2.4: Encourage mixed-use developments (residential and commercial) in order to support adjacent uses and reduce car trips, but not at the expense of job creation.*

Combined commercial and residential uses will further support adjacent stand-alone commercial or residential uses, will reduce car trips, and will provide additional opportunities to further job creation.

- *1.4.5 Residential Mixed-Use Areas*
  - *LU-5.1: Mixed-use developments should be unique to the area in which they are located and encourage small business development, a mix of housing types to ensure affordability, and pedestrian and transit connections, and designed to be sensitive to the natural environment.*

Commercial uses will be further enhanced with the addition of residential uses. This will further promote live-work projects that will supplement small business development, will provide for additional housing types, and will promote direct pedestrian connectivity to both on-site and adjacent commercial uses.

### Housing

- *2.4 Goals and Policies*
  - *2.4.1 Citywide Housing Policies*
    - *H-1.3: Encourage use of the optional development codes (e.g., PRD, MXPDP) in order to create a variety of housing types within new developments.*

Residential uses will supplement this policy by further promoting a variety of housing types with new commercial development.

- *H-1.5: Ensure that housing in mixed-use buildings (or developments) will complement the commercial and retail portion of the development and increase local family-wage jobs.*

Housing provided in commercial zoning districts will complement the commercial and retail portion of the development.

- 2.4.2 Affordable Housing
  - H-2.1: Support and encourage a wide variety of housing types throughout the City to provide choice, diversity, and affordability and promote homeownership.

With the allowance for residential uses within commercial zoning districts, the City will further this policy by providing additional choices for housing, a diversification of housing types, and provide affordability options.

### **Residential Uses in Commercial Zoning Districts in Other Local Jurisdictions**

Other local jurisdictions allow residential uses within commercial zoning districts as follows:

- Clark County – Residential uses are permitted uses within the Neighborhood Commercial (NC), Community Commercial (CC) and General Commercial (GC) zones subject to the following:
  - Per CCC Table 40.230.010-1. Uses: *Residential uses are only permitted above the ground floor in commercial zones except for an accessory caretaker, security or manager, or owner residence. The residential uses must be constructed following or in conjunction with the commercial aspects of the proposal. For the purposes of subsection (1)(a) of this table, “commercial uses” are those uses listed in subsections (2), (3), (4), (7), (8), (9), (10), (11), (12), (13), (14), (15) and (18) of this table.* The numbered subsections above include the following:
    - Retail Sales – Food
    - Retail Sales – Restaurants, Drinking Places
    - Retail Sales – Products (Retailers of products created or assembled on-site within an entirely enclosed building)
    - Services – Personal
    - Services – General
    - Services – Lodging Places
    - Services – Medical and Health
    - Services – Professional Office
    - Services – Amusement
    - Services – Educational
    - Services – Membership Organizations
    - Public Services and Facilities

Uses where this is not allowed are as follows:

- Retail Sales and Services – Automotive and Related
- Retail Sales – Building Material and Farm Equipment
- Services – Animal-Related
- Distribution Facilities
- Resource Activities
- Accessory Uses and Activities



- Other Uses – Temporary uses, private use heliports, solid waste handling and disposal sites, marijuana retailer facilities.
    - They are allowed as part of an integrated multi-family/commercial or mixed use structure.
- City of Vancouver - Residential uses are considered limited uses within the Neighborhood Commercial (CN), Community Commercial (CC), General Commercial (CG), City Center (CX), Waterfront Mixed-Use (WX), and Mixed-Use (MX) zoning districts subject to the following:
  - Per VMC Table 20.430.030-1. Commercial and Mixed-Use Districts Use Table Footnote 4: *All or part of residential uses must be located above the ground floor of the structure as specified by VMC [20.430.060\(B\)\(2\)](#) with exception of Community Commercial (CC) zoned properties fronting Broadway Street and located within the Uptown Village District of the Vancouver City Center Subarea Plan (refer to VMC [20.430.020\(B\)](#)).*
  - The housing types allowed are as follows per VMC Table 20.430.030-1:
    - Single Dwelling Units, Attached
    - Duplexes
    - Multi-Dwelling Units
- City of Ridgefield – Multi-family residential uses are limited conditional or limited permitted uses within the Commercial Neighborhood Business (CNB), Commercial Community Business (CCB) and Central Mixed Use (CMU) zoning districts subject to the following:
  - Per RMC 18.205.030 – Limitations:
    - *In the CNB, CCB, and OFF zones, residential uses are allowed conditionally. Residential uses are limited to upper stories and shall achieve a minimum density of eight dwelling units per acre and a maximum density of sixteen dwelling units per acre.*
    - *In the CMU zone ground floor residential is only permitted as part of a horizontal mixed use development. Ground floor residential uses are not permitted for buildings with frontage on Pioneer Street or Main Avenue.*
- City of Battle Ground – Residences of all types are permitted uses within the Regional Center (RC), Downtown (D) Community Center (CC) and Neighborhood Center (NC) zoning districts subject to the following:
  - Per BGMC Table 17.118-1: *Residences of all types, when located on upper floors of commercial buildings.*
  - Per BGMC Table 17.118-1, Footnote 1: *Where residences are located on upper floors, the ground floor must consist of one hundred percent commercial use.*
- City of Washougal – Residential uses are permitted uses within the Convenience Commercial (CV), Community Commercial (CC) and Highway Commercial (CH) zoning districts subject to the following:
  - Per WMC Table 18.32-1 – Uses:
    - *High density multifamily residential within a mixed use development (10 to 16 units/acre, including condominiums and townhouses\*), up to 30 units/acre with retail/commercial on first floor and residential above*

- *\*Townhouses shall also comply with WMC 18.46.200*
- *Mixed commercial and residential use, including professional offices*
- City of La Center – Residential uses are a conditional use within the Downtown Commercial (C-1) zoning district subject to the following:
  - Per LCMC Table 18.150.020 – Uses: *Medium density (integrated multifamily/commercial or mixed-use structure not to exceed 22 residential units per acre)*

While there are a few differences as to whether residential uses are permitted outright, limited or conditional, as well as some requirements for housing density, all the other major jurisdictions in Clark County allow residential uses within their commercial zoning districts.

### **Proposed Code Language**

The following is proposed code language that will allow residential uses within all City of Camas commercial zoning districts:

Revise CMC 18.07.030 – Table 1 – Commercial and industrial land uses to the following:

- Under *Apartment, multifamily development, row houses*, change the following:
  - Change X to P with Footnote 7a (see below) under Neighborhood Commercial (NC).
  - Change X to P with Footnote 7a (see below) under Community Commercial (CC).
  - Change X to P with Footnote 7a (see below) under Regional Commercial (RC).
- Footnote 7a would state the following:

*Residential uses may be outright permitted if part of a mixed use building, where residential use is not located on the ground level.*
- Keep Footnote 10 for the Community Commercial (CC) and Regional Commercial (RC) zoning districts to allow for larger mixed-use developments.

A density requirement as indicated in a few jurisdictions above would not be proposed nor encouraged, as the City's requirement for meeting GMA for housing has already been contemplated in the Comprehensive Plan and zoning map.

### **Summary**

As evidenced above, the City of Camas can further several Comprehensive Plan goals and policies by permitting, either outright or conditionally, residential uses within all commercial zoning districts. Additionally, this would align with other local jurisdictions that allow residential uses in commercial zoning districts. Third, this will provide another tool in the belt of the development community to provide unique, smaller-scale mixed-use development opportunities not currently present in the City of Camas.

---

**From:** Mike Odren <mikeo@olsonengr.com>  
**Sent:** Tuesday, May 18, 2021 10:08 AM  
**To:** Sarah Fox  
**Cc:** Mike Odren  
**Subject:** Sessions Code Amendment  
**Attachments:** Fwd: Residential Uses in Commercial Zones.eml; Fwd: Residential Uses in Commercial Zones.eml

Good morning, Sarah.

I am following up to our previous conversation regarding amending Camas Municipal Code to allow residential uses in commercial zones. In our discussion, you indicated that an analysis of the affect residential uses would have on schools and parks would be necessary. I have conferred with long range planning staff at both the City of Vancouver (Bryan Snodgrass) and Clark County (Jose Alvarez and Colete Anderson) regarding whether either of those jurisdictions contemplate permitted residential uses in commercial zones in parks or school planning. They both responded that, based on the very small residential development taking place in commercial zones, neither consider the potential impact on schools or parks significant enough to include any analysis in park or school planning. I have provided excerpts from each below and attached the email responses:

Bryan Snodgrass:

*Mike*

*Our last official assumptions in our 2011 Comprehensive Plan are fairly outdated, and did not include assumptions for the amount of residential development occurring on commercial lands per se, but did include redevelopment assumptions citywide, a decent percentage of which are mixed use projects with a significant residential component. See appendix C of the [Plan](#)*

*More recently, the County committee process to update the buildable lands assumptions is trying to address this issue head on. The group isn't done with its recommendations and we'll see what the County Council ends up adopting, but as part of that I looked at recent residential development on commercial lands in Vancouver, and included it in my [comments](#) back in June, and also included the raw data. I assume the Camas market isn't close to Vancouver in terms of demand for mixed use and apartment development, but I'd also assume its more than in the past.*

*Hope this helps. BRS*

Jose Alvarez:

*The VBLM currently doesn't assume any residential development on commercial land unless its Mixed Use. So to the extent that parks, schools and transportation rely on the VBLM there is no data that shows any residential growth or capacity on that land.*

Colete Anderson:

*The county has had limited multifamily in commercial for over 20 years. The Hwy 99 subarea plan has allowed multifamily outright since 2010. In the Hwy 99 area, all new development is subject to design standards that allows development to provide amenities for the increase in population. The city of Vancouver currently allows a percentage of multifamily in commercially zoned areas that function like a type of horizontal mixed use. Similar to Camas, the county has launched a housing study to determine housing need at a variety of income levels. The scope of this project includes the possibility of allowing the Hwy 99 approach to all county commercial areas in the future.*

*Forecasting project specific impacts to parks, schools and transportation is part of development review and the collection of fees etc. Schools for example, are notified of a potential development, provide comment, and adjust their capital facility plans.*

As can be seen above and further explained in the attached emails, neither jurisdiction has ever really contemplated potential residential uses in commercial zones from a parks, schools or transportation planning standpoint. As you know, impacts from *all* residential uses, regardless of what zone they are in, are addressed through the payment of park, school and transportation impact fees. Additionally, school districts are advised of new residential development through either advisory letters sent to them by developers/developer consultants or through SEPA, so they have advanced notice of new residential development, regardless of zone.

We also discussed limiting the parcel size that would allow second+ story residential uses in commercial zones. This makes sense in that by limiting the parcel size the amount of residential uses would also be limited while also preserving the City's goal of achieving 20 jobs per acre. This goal could be addressed through Site Plan Review for individual projects by providing an analysis of the proposed commercial uses and number of jobs proposed to ensure this goal is preserved.

I performed an analysis of the residential density that might be achieved on a 1.5 acre parcel. The limiting factor in this analysis is meeting the minimum parking requirements for both the commercial and residential uses. The assumptions would be an industry standard of a building footprint generally 25% of the parcel size, which would be an approximately 16,335 square foot building footprint (1.5 acres x 43,560 sf = 65,340 x 25% = 16,335). By basing the parking on 1 stall per 250 square feet of commercial use and 2 stalls per residential unit, only 7-8 units per acre was realized, which would be similar to the R6 zoning district. This falls way short of other Mixed Use development density requirements of 12 units per acre in the City of Vancouver and Clark County for mixed use developments. As such, while the ability to provide a wider range of housing opportunities would be realized, density would be limited by parking.

A few takeaways from the recent Planning Commission work session on the City of Camas' Housing Study are as follows:

- There is a need for a wider variety of housing opportunities.
- Mixed use development could be an option to provide these housing opportunities. Additionally, they would allow for walkability and access to transportation options while still preserving natural areas by combining uses (residential and commercial).
- Camas needs a wider variety of the types of housing they provide, such as vertical housing.
- New strategies should be employed to improve the variety of housing the city provides.
- Housing should focus on reducing commute distances.
- Overly restrictive codes can negatively impact housing affordability and the diversity of housing options.

By allowing limited residential uses in commercial zones (only above the first floor where commercial uses would still be required, no live/work units, limiting the size of the parcel to 1.5 acres), many of these findings from the housing study could be easily realized with just a simple code amendment. Additionally, the limited density that would be realized from such a development would have a de minimis effect on parks, schools and transportation, with each element's impacts addressed through the payment of impact fees. As such, it is respectfully requested that further transportation, school and park analysis not be required as part of the proposed code amendment. Should the city be amenable to this, I will complete the non-project SEPA checklist.

Respectfully,

Mike

**Michael Odren, RLA**

Landscape Architect, Land Use Planner  
Associate Principal  
Olson Engineering, Inc.  
222 E. Evergreen Boulevard  
Vancouver, WA 98660  
Office (360) 695-1385  
Cell (360) 921-6890

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**From:** Mike Odren <mikeo@olsonengr.com>  
**Sent:** Tuesday, May 4, 2021 7:59 AM  
**To:** Mike Odren  
**Subject:** Fwd: Residential Uses in Commercial Zones

----- Forwarded message -----

**From:** Jose Alvarez <[Jose.Alvarez@clark.wa.gov](mailto:Jose.Alvarez@clark.wa.gov)>  
**Date:** Wed, Nov 18, 2020 at 11:44 AM  
**Subject:** RE: Residential Uses in Commercial Zones  
**To:** Mike Odren <[mikeo@olsonengr.com](mailto:mikeo@olsonengr.com)>, Colete Anderson <[Colete.Anderson@clark.wa.gov](mailto:Colete.Anderson@clark.wa.gov)>

Mike,

The VBLM currently doesn't assume any residential development on commercial land unless its Mixed Use. So to the extent that parks, schools and transportation rely on the VBLM there is no data that shows any residential growth or capacity on that land.

Through our Buildable Lands update process we are recommending accounting for the commercial development that is occurring within the City of Vancouver. The City has had significant residential development downtown where the CX zoning allows for residential outright, and commercial zones outside of downtown allow for a broader interpretation of mixed use (horizontal, live/work), they have also allowed low-income/affordable housing to be developed in the commercial zones as well.

As Colete mentioned most jurisdictions allow residential above commercial in most of their commercial zones it just doesn't happen so we have not accounted for that in the VBLM. Minimum and maximum densities do not seem to be addressed in those codes.

One of the challenges of assessing impacts is not knowing how much or where the residential will occur on commercial land, specifically.

Why the interest in allowing residential in commercial?



Planner III  
COMMUNITY PLANNING

564.397.4898

José Alvarez



---

**From:** Mike Odren <[mikeo@olsonengr.com](mailto:mikeo@olsonengr.com)>  
**Sent:** Wednesday, November 18, 2020 9:46 AM  
**To:** Colete Anderson <[Colete.Anderson@clark.wa.gov](mailto:Colete.Anderson@clark.wa.gov)>  
**Cc:** Jose Alvarez <[Jose.Alvarez@clark.wa.gov](mailto:Jose.Alvarez@clark.wa.gov)>; Mike Odren <[mikeo@olsonengr.com](mailto:mikeo@olsonengr.com)>  
**Subject:** RE: Residential Uses in Commercial Zones

Thanks, Colete. I look forward to hearing from Jose regarding same.

Best,

Mike

**Michael Odren, RLA**

Landscape Architect, Land Use Planner

Associate Principal

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**Please note that I am currently working from home as our office is currently closed due to the current COVID-19 situation. However, Olson Engineering, Inc. is still open for business! If you need to call, please use my cell number listed above.**

**Confidentiality Notice:** This e-mail message may contain confidential or privileged information. If you have received this message by mistake, please do not review, disclose, copy, or distribute the e-mail. Instead, please notify us immediately by replying to this message or telephoning us. Thank you.

**From:** Colete Anderson <[Colete.Anderson@clark.wa.gov](mailto:Colete.Anderson@clark.wa.gov)>  
**Sent:** Wednesday, November 18, 2020 9:17 AM  
**To:** Mike Odren <[mikeo@olsonengr.com](mailto:mikeo@olsonengr.com)>  
**Cc:** Jose Alvarez <[Jose.Alvarez@clark.wa.gov](mailto:Jose.Alvarez@clark.wa.gov)>  
**Subject:** RE: Residential Uses in Commercial Zones

Hi Mike,

Good questions and very complicated as jurisdictions are reevaluating housing needs along with other vital uses.

The county has had limited multifamily in commercial for over 20 years. The Hwy 99 subarea plan has allowed multifamily outright since 2010. In the Hwy 99 area, all new development is subject to design standards that allows of multifamily in commercially zoned areas that function like a type of horizontal mixed use. Similar to Camas, the county has launched a housing study to determine housing need at a variety of income levels. The scope of this project includes the possibility of allowing the Hwy 99 approach to all county commercial areas in the future.

Forecasting project specific impacts to parks, schools and transportation is part of development review and the collection of fees etc. Schools for example, are notified of a potential development, provide comment, and adjust their capital facility plans.

The 20-year periodic update of the comprehensive plan and estimating future needs through the Vacant Buildable Lands Model is at a 300,000 foot level. The county is currently in the process of reviewing the model parameters to establish a better residential/jobs estimate for commercial property based on recent trends. Detailed model specific questions are Jose's to address.

Best regards,  
Colete



**Colete Anderson**  
Program Manager II  
COMMUNITY PLANNING

564.397.4516



---

**From:** Mike Odren <[mikeo@olsonengr.com](mailto:mikeo@olsonengr.com)>  
**Sent:** Wednesday, November 18, 2020 7:38 AM  
**To:** Colete Anderson <[Colete.Anderson@clark.wa.gov](mailto:Colete.Anderson@clark.wa.gov)>  
**Cc:** Mike Odren <[mikeo@olsonengr.com](mailto:mikeo@olsonengr.com)>  
**Subject:** Residential Uses in Commercial Zones

Good morning, Colete.

I am working on a possible zoning code amendment in the City of Camas to allow limited residential uses in their commercial zones, similar to what Clark County allows in their zoning code. One question that has come up is the impact of allowing residential uses in commercial zones and the possible impact to parks, school and transportation planning. Did/does the county contemplate a certain number of residential units/uses in commercial zones when considering parks plans, proximity to schools/school planning or transportation planning? If so, what are the assumptions Clark County uses when figuring in the number of possible residential units (i.e. units per acre of commercially-zoned parcels)? Or does the county figure any residential uses in commercial zones as a de minimis number that doesn't rise to the level of needing to be considered? Or something in between?

Any assistance you can provide in this regard would be greatly appreciated!

Thanks in  
advance!

Mike

-

**Michael Odren, RLA**

Landscape Architect, Land Use Planner  
Associate Principal  
Olson Engineering, Inc.  
22 E. Evergreen Blvd.  
Vancouver, WA 98660  
(360) 695-1385



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**From:** Mike Odren <mikeo@olsonengr.com>  
**Sent:** Tuesday, May 4, 2021 7:57 AM  
**To:** Mike Odren  
**Subject:** Fwd: Residential Uses in Commercial Zones

----- Forwarded message -----

**From:** Snodgrass, Bryan <[Bryan.Snodgrass@cityofvancouver.us](mailto:Bryan.Snodgrass@cityofvancouver.us)>  
**Date:** Fri, Nov 20, 2020 at 4:45 PM  
**Subject:** RE: Residential Uses in Commercial Zones  
**To:** Mike Odren <[mikeo@olsonengr.com](mailto:mikeo@olsonengr.com)>

Mike

Our last official assumptions in our 2011 Comprehensive Plan are fairly outdated, and did not include assumptions for the amount of residential development occurring on commercial lands per se, but did include redevelopment assumptions citywide, a decent percentage of which are mixed use projects with a significant residential component. See appendix C of the [Plan](#)

More recently, the County committee process to update the buildable lands assumptions is trying to address this issue head on. The group isn't done with its recommendations and we'll see what the County Council ends up adopting, but as part of that I looked at recent residential development on commercial lands in Vancouver, and included it in my [comments](#) back in June, and also included the raw data. I assume the Camas market isn't close to Vancouver in terms of demand for mixed use and apartment development, but I'd also assume its more than in the past.

Hope this helps. BRS

---

**From:** Mike Odren <[mikeo@olsonengr.com](mailto:mikeo@olsonengr.com)>  
**Sent:** Wednesday, November 18, 2020 7:29 AM  
**To:** Snodgrass, Bryan <[Bryan.Snodgrass@cityofvancouver.us](mailto:Bryan.Snodgrass@cityofvancouver.us)>  
**Cc:** Mike Odren <[mikeo@olsonengr.com](mailto:mikeo@olsonengr.com)>  
**Subject:** Residential Uses in Commercial Zones

**CAUTION:** This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Bryan.

I am working on a possible zoning code amendment in the City of Camas to allow limited residential uses in their commercial zones, similar to what the City of Vancouver allows in their zoning code. One question that has come up is the impact of allowing residential uses in commercial zones and the possible impact to parks, school and transportation planning. Did/does the city contemplate a certain number of residential units/uses in commercial zones when considering parks plans, proximity to

schools/school planning or transportation planning? If so, what are the assumptions the City of Vancouver uses when figuring the number of possible residential units (i.e. units per acre of commercially-zoned parcels)? Or does the City figure any residential uses in commercial zones as a de minimis number that doesn't rise to the level of needing to be considered? Or something in between?

Any assistance you can provide in this regard would be greatly appreciated!

Thanks in  
advance!

Mike

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*Practical expertise. Exceptional results.*

August 20, 2021

Sarah Fox  
City of Camas Community Development Department  
616 NE Fourth Avenue  
Camas, WA 98607

RE: Sessions Code Amendment Supplemental Memorandum

Please allow this memorandum, along with the attached exhibits, to serve as a supplement to the previously submitted request to amend Camas Municipal Code to allow residential uses in the Neighborhood Commercial (NC), Community Commercial (CC) and Regional Commercial (RC) zones above the first floor of a commercial building.

### **Original Submittal**

The original application for the zoning code amendment was submitted on behalf of Chad and Hollie Sessions, owners of Real Living, The Real Estate Group. They live at property located at 5410 NW 38<sup>th</sup> Avenue, Camas, Washington in the RC zoning district. They approached RSV Building Solutions (RSV) with a proposal to build an approximately 20,000 square foot building with a 10,000 square foot first floor for commercial uses and a 10,000 square foot second floor with 6 multi-family units ranging in size from 1,400 square feet to 1,700 square feet so that they could place their business on the ground floor and reside in one of the apartments on the second floor. Upon review of the Camas Municipal Code, it was determined that residential uses in commercial zones (except for the Downtown Commercial zone) were not permitted except on parcels 10 acres and larger with approval of a Mixed-Use Master Plan, Development Agreement, and City Council approval. Discussions between RSV and City of Camas planning staff resulted in guidance to proceed with a request to amend Camas Municipal Code to allow residential uses in commercial zones (except for the Downtown Commercial [DC] zoning district where they are currently permitted) above the ground floor.

The proposed zoning code amendment would revise Camas Municipal Code (CMC) 18.07.030 Table 1 to allow residential uses as an outright permitted use if part of a mixed-use building where the residential use is not located on the ground level. This would mean that residential uses would be required to be above the first floor of a building that has commercial uses on the first floor but would preclude live/work units that contain what would essentially be an apartment or townhome with an office use combined with a residence.

As evidenced with the original submittal, this code amendment would be in compliance with several goals and policies of the City of Camas Comprehensive Plan including, but not limited to, the following:

- Encouraging mixed-use developments (residential and commercial) to support adjacent uses and reduce car trips;
- Encouraging small business development and a mix of housing types to ensure affordability and pedestrian and transit connections;
- Encouraging the use of optional development codes in order to create a variety of housing types within new developments;

Sarah Fox  
 City of Camas Community Development Department  
 August 20, 2021  
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- Ensuring that housing in mixed-use buildings or developments will complement the commercial and retail portion of developments and increase local family-wage jobs;
- Encouraging a wide variety of housing types throughout the City to provide a choice, diversity, and affordability.

The original submittal for the amendment also provided a comparison of ALL other local jurisdictions located in Clark County (Clark County, City of Vancouver, City of Ridgefield, City of Battle Ground, City of Washougal, City of La Center) that allow residential uses in commercial zones, primarily above the first floor, as part of a mixed-use building. The City of Camas is the only jurisdiction in Clark County that does not currently allow this type of mixed-use development in commercial zoning districts (with the exception for the DC zoning district as indicated above).

### **Discussion with City Staff and Subsequent Email**

Following a discussion with Sarah Fox, Senior Planner, regarding the potential impacts to transportation, parks and school planning, a subsequent email was sent to Ms. Fox which provided information from long range planning staff from the City of Vancouver and Clark County. Long range planners from both jurisdictions indicated that neither jurisdiction has taken the potential of residential uses in commercial zones into consideration when addressing transportation, park or school planning. Staff indicated that impacts to parks, schools and transportation is part of the development review process with those impacts being addressed through the collection of impact fees. It could also be assumed that these impacts were not contemplated because of the very limited amount of mixed-use development having taken place in either jurisdiction.

Another staff concern was how residential density would be addressed. An analysis was provided in the same email of a typical development showing that with the commercial and residential uses, residential density would be limited by the amount of parking that would be required. The analysis showed that a residential analysis would be in the 7-8 units per acre range, which would be similar to the R6 or MF-10 zoning designations, with the MF-10 zoning designation (the lowest density multi-family zone) having a density range of 6-10 dwelling units per net acre.

Another area of staff's concern, as indicated in the Staff Report in advance of the Planning Commission Hearing, was that an analysis was not provided in the original submittal demonstrating that 20 jobs per acre would still be achieved, which is the assumption the City uses for commercially zoned lands. It should be noted that this proposed code amendment would continue to require ground floor commercial uses. The residential uses would be *in addition to* the commercial uses. Most commercial uses are one-story in nature. The only non-first floor commercial uses are typically office uses or, in the rare instance, restaurant uses. As such, there would not be any impact to the number of jobs that would be realized, nor would there be a loss of potential jobs with this proposed code amendment.

The last item indicated in the Staff Report was that an analysis of potential incompatible commercial uses with residential uses was not originally provided. The use chart in CMC 18.07.030 – Table 1 indicates those uses that are permitted, conditional or prohibited in the NC, CC and RC zoning districts. A review of the use table indicates very few commercial uses that are permitted outright that might be incompatible with residential uses including the following:

- Automobile repair (garage);
- Automobile service station;

Sarah Fox  
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 August 20, 2021  
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- Boat repair and sales;
- Cabinet and carpentry shop;
- Event center;
- Hospital;
- Laundry/dry cleaning (industrial);
- Manufactured home sales lot;
- Auditorium;
- Golf course/driving range;
- Sports fields;
- Schools (college, elementary, junior and senior high);

It should be noted that all of the above uses, while they may not be compatible with residential uses, would most likely not be part of a mixed-use development anyway. Additionally, the uses listed above are only permitted in the RC zone and are either conditional or prohibited uses in the NC and CC zones (except for hospitals, auditoriums, golf courses/driving ranges and schools). Again, those uses would most likely never be part of a mixed-use building or development. However, in order to ensure that these incompatible uses would not be part of a mixed-use development, a footnote to the original code amendment may be added indicating that these uses are prohibited from being part of a mixed-use development.

### **Planning Commission Hearing**

A Planning Commission hearing was held on this proposed zoning code amendment on June 15, 2021. At the hearing and following a presentation by Sarah Fox of the proposed amendment, commissioners proceeded with a discussion regarding the merits of the proposed zoning code amendment. One of the first questions by Commissioner Hein to Ms. Fox centered around why this was not allowed in the first place. Her explanation focused on Camas' Euclidian-type zoning structure which is based on a separation of uses. Following a short internal discussion among the commissioners, applicant testimony was then provided. During the presentation, I answered several questions regarding the merits of allowing residential uses in commercial zones including, but not limited to, achieving housing goals by providing a diversification of housing types and additional housing options, integration of uses to reduce travel times for commuters, and limiting density based on parking requirements. However, commissioners also had concerns regarding the potential impacts to infrastructure (roads, utilities and parks), worries about building height, and other long-term ramifications of a blanket allowance of residential uses in the above-mentioned commercial zones. In response to the Planning Commission's unanimous denial of the submitted amendment, provided below is a modification to the proposed zoning code amendment to allay concerns raised by the commissioners at the Planning Commission hearing.

### **Zoning Code Amendment Modification**

At the Planning Commission hearing, Ms. Fox indicated that there are approximately 992 acres of commercially zoned property in the City of Camas, with approximately 845 acres contained within the NC, CC and RC zones. Commissioners were concerned about the impacts of a blanket allowance of residential uses in all 845 acres. As such, on behalf of the Applicant, this code amendment is being revised to limit residential uses above the ground floor per the original proposal to **parcels 2.5 acres and smaller**. This will provide for the following:

Sarah Fox  
 City of Camas Community Development Department  
 August 20, 2021  
 Page 4 of 8

- The total acreage of NC, CC and RC zoned parcels in the City of Camas under 2.5 acres is approximately 79.42 acres according to Clark County GIS. Please refer to the spreadsheet provided with this memorandum regarding the parcel number, owner, acreage and zoning.
- Limiting residential uses on NC, CC and RC zoned parcels as originally proposed will affect *less than 10%* of the total NC, CC and RC zoned parcel acreage in the City of Camas. This will further assuage staff and commissioner concerns about the impacts of a blanket allowance of residential uses on all 845 acres of NC, CC and RC zoned parcels.
- By limiting the parcel size, this will reduce any potential negative impacts to infrastructure including, but not limited to, sanitary sewer, water, transportation, schools and parks.
- A benefit of the smaller parcel size will be more compact development similar to those included with this memorandum and explained in further detail later.
- A density range concurrent with the density range of the MF-10 zoning district of 6-10 units per acre is proposed to limit the allowed density of any particular development. Should all 79.42 acres of NC, CC and RC zoned parcels 2.5 acres and smaller in size develop to the maximum density of 10 units per acre, a total of 794 multi-family units could be realized as opposed to 8,450 multi-family units should there not be a limitation on parcel size permitting mixed-use developments.
- A building height limit of 35 feet is now proposed consistent with the MF-10 zoning district. This will limit buildings to three stories, with only two stories maximum for multi-family residential units.

### **Impacts to Infrastructure**

Much of the discussion at the Planning Commission hearing focused around the potential impacts to utilities and infrastructure. The Staff Report to the Planning Commission indicates the following:

*Camas 2035 did not anticipate providing services (utilities, transportation, parks, schools, or public safety) to the commercial areas at levels that are required within residential areas. The demand for public services such as parks, schools and emergency services vary between areas developed residentially than those areas developed for employment uses.*

Provided below is a further analysis of how existing utilities, transportation, parks and schools might be affected by allowing residential uses in commercial zones.

### **Sanitary Sewer**

A review of the City of Camas General Sewer/Wastewater Facility Plan, as prepared by Gray & Osborne, Inc., dated May 2007 and revised November 2009 and November 2011, is such that it is based on a proposed population projections, planning and land use. However, it is the proposed population projection that provides the basis for sanitary sewer and wastewater planning (except for industrial uses). While land use was contemplated in the analysis, it was the population growth component that the analysis focused on in determining current and future wastewater needs for the city. As such, and with what would be anticipated to be a low percentage of the commercially zoned parcels under 2.5 acres including residential uses in future development, the impact to the City's sanitary sewer system would be de minimis. Additionally, sanitary sewer

Sarah Fox  
 City of Camas Community Development Department  
 August 20, 2021  
 Page 5 of 8

system development charges would be assessed, as with any development, to offset the impacts from any particular use.

It should be noted that while there would be a slight increase in sewerage effluent from multi-family residential uses vs. general office uses, there would be a slight decrease in sewerage effluent from multi-family residential uses vs. restaurant uses as typical non-ground floor commercial uses.

### Schools

A study provided by the National Association of Home Builders, dated February 1, 2017, included with this submittal indicates that there would be an average of 33.5 children per 100 units of renter-occupied multi-family units. Should all NC, CC and RC zoned parcels 2.5 acres and smaller in size develop to the maximum density of 10 units per acre, this would result in an approximate average of 266 new students. The Camas School District Capital Facilities Plan 2015-2021 indicates that a total projected enrollment in K-12 for the 2021 school year would be 7,614 students. This would only result in an increase of 3.5% of the previously projected Camas School District enrollment for the past year. This would be a worst case scenario and it is highly unlikely that all NC, CC and RC zoned parcels 2.5 acres and smaller in size would develop with a full density multi-family residential component, so the actual percentage would be significantly less than 3.5%.

School districts consider existing and proposed development when planning for future schools. The districts also make decisions as to where to allocate school impact fee funds. Based on the anticipated low percentage of the vacant or underutilized commercially zoned parcels under 2.5 acres including residential uses in future development, and based on the even smaller percentage of these multi-family units containing school aged children as indicated above, the impact to schools and school planning would be de minimis. As with any residential development, school impact fees would be assessed to any residential use, regardless of what zone they are located in, to offset those impacts.

### Parks

During the Planning Commission hearing, staff's concerns regarding how this code amendment might affect park planning was addressed. In the Staff Report, staff indicates the following:

*Per the city's 2014 Parks, Recreation and Open Space Comprehensive Plan, "Locate neighborhood parks convenient to all residents of Camas. Residents should have a neighborhood park or connection to the trail system available within about ½ mile of their homes?"*

Testimony was provided at the Planning Commission hearing that the Clark County Parks, Recreation & Open Space Plan (page 18) and the Vancouver Comprehensive Parks, Recreation and Natural Areas Plan (page 45) have the same requirement for the placement of neighborhood parks. Yet, based on discussions with long range planning staff at both jurisdictions (as previously submitted), the potential residential uses that could potentially be developed in commercial zones was not taken into consideration for parks planning purposes. Based on the anticipated low percentage of the vacant or underutilized commercially zoned parcels under 2.5 acres including residential uses with new development, the impact to parks and parks planning would be de minimis.

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### Transportation

Please find below a trip comparison of second plus story multi-family uses compared with general office or restaurant uses as typical non-first floor commercial uses as provided by Todd Mobley, PE, with Lancaster Mobley, a local transportation engineering firm:

#### Trip Characteristics

Providing a mix of residential and commercial uses can benefit the transportation system significantly. Mixed-use projects introduce an "internal capture" of trips by allowing patronage of multiple land uses without ever leaving the site. This serves to reduce external trip generation. Depending on the size and mix of uses, this reduction can be approximately 20 percent. Even compared to neighborhood-scale retail in a walkable residential neighborhood, mixed-use projects can offer significant benefits relative to land-use efficiency and reduced trip impacts.

#### Number of Trips

In comparing the trip generation of residential and commercial uses in this context, it is helpful to compare multi-family trip rates with office uses, which are commonly what would be constructed for projects of this nature. To the extent there were second-floor restaurants or similar uses, the commercial trip generation would be higher than what is compared here.

As on-site parking requirements become a limiting factor for sites that are 2.5 acres or less, residential density becomes limited to approximately seven to eight dwelling units per acre, with a potential maximum of 10 units per acre. Assuming a building on a two-acre site and the upper end of residential density, that would equate to 16-20 dwelling units. With a 25 percent lot coverage, this building would have a footprint, and therefore an approximate area of second-floor office, of 21,780 sf.

Using land-use codes 220 Multifamily Housing (Low-Rise), and 710 General Office Building from the ITE Trip Generation Manual, the commercial use of the second floor would generate over twice as many trips as a multi-family use, with an increase of approximately 107% over the course of a typical weekday and an increase of 125% during the evening peak hour.

### **Proposed Projects**

As indicated earlier, the proposed zoning code amendment is being submitted on behalf of Chad and Hollie Sessions for their ability to develop a mixed-use building on their existing RC zoned parcel where they currently reside in a single-family residence. Provided with this memorandum are plans showing how their property would be developed (Exhibits 4-10). As you can see, the project would still be commercial in nature and aesthetic, with the proposed building located adjacent to NW 38<sup>th</sup> Avenue.

Another proposed project this would affect would be a proposed mixed-use development at the northwest corner of the intersection of NW Brady Road and NW 16<sup>th</sup> Avenue. This site would be developed with pedestrian-



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friendly mixed-use buildings that would include commercial uses on the ground floor and multi-family residential uses on the second story located along the road frontages (Exhibits 11-24). This type of development, similar to the one proposed by Chad and Hollie Sessions, would allow for business owners or employees to reside within the same building in which they work, would reduce vehicular trips, and would meet many of the Land Use and Housing goals and policies of the City of Camas Comprehensive Plan. Alternatively, Exhibits 22-24 show how the Brady Road site would develop as a standard commercial center with a fueling facility, drive through restaurant and multi-tenant retail building as allowed under current zoning. Should the proposed zoning code amendment not be approved by the City Council, a development reflecting those uses may be sought for this site.

### **Code Amendment Proposal Request**

Based on the above, it is respectfully requested that the City of Camas City Council approve the proposed zoning code amendment subject to the following:

Revise CMC 18.07.030 – Table 1 – Commercial and industrial land uses to the following:

- Under *Apartment, multifamily development, row houses*, change the following:
  - Change X to P with Footnote 7a (see below) under Neighborhood Commercial (NC).
  - Change X to P with Footnote 7a (see below) under Community Commercial (CC).
  - Change X to P with Footnote 7a (see below) under Regional Commercial (RC).
- Footnote 7a would state the following:
 

*Residential uses may be outright permitted if part of a mixed use building, where residential use is not located on the ground level.*
- Keep Footnote 10 for the Community Commercial (CC) and Regional Commercial (RC) zoning districts to allow for larger mixed-use developments.
- Add Footnote 12 indicating that residential uses may only be permitted above the ground floor of a mixed-use building.
- Add Footnote 13 indicating that mixed-use buildings containing multi-family residential uses shall only be permitted on site 2.5 acres and smaller.
- Add Footnote 14 indicating that the following uses shall not be part of a mixed-use development:
  - Automobile repair (garage);
  - Automobile service station;
  - Boat repair and sales;
  - Cabinet and carpentry shop;
  - Event center;
  - Hospital;
  - Laundry/dry cleaning (industrial);
  - Manufactured home sales lot;
  - Auditorium;
  - Golf course/driving range;
  - Sports fields;
  - Schools (college, elementary, junior and senior high);

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- Add Footnote 15 indicating that the residential density shall not exceed that of the MF-10 zoning district, or 10 dwelling units per acre.
- Add Footnote 16 indicating that the maximum building height shall be 35 feet, matching that of the MF-10 zoning district.
- Add Footnote 17 indicating that live/work units are not permitted.

Please let me know if you have any questions.

Respectfully,



Michael Odren, RLA  
Landscape Architect, Land Use Planner  
Associate Principal

Attachments:

- Exhibit 1 – CMC 18.07.030 – Table 1 – Commercial and industrial land uses
- Exhibit 2 – National Association of Home Builders Study
- Exhibit 3 – Sessions Zoning Code Amendment NC, CC & RC Zoned Parcels <2.5 Acres Table
- Exhibits 4-10 – Real Living Mixed Use Development Plans and Renderings
- Exhibits 11-24 - Brady Road Development Plans and Renderings

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

KEY: P = Permitted Use

C = Conditional Use

X = Prohibited Use

T = Temporary Use

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
<b>Commercial Uses</b>									
Animal kennel, commercial boarding <sup>6</sup>	X	X	X	P <sub>11</sub>	X	P <sub>11</sub>	X	P <sub>11</sub>	P <sub>11</sub>
Animal shelter <sup>6</sup>	X	X	X	C	X	C	X	C	P
Antique shop <sup>6</sup>	P	P	P	P	P	C	X	X	P
Appliance sales and service <sup>6</sup>	X	P	P	P	P	P	X	C	P
Automobile repair (garage) <sup>6</sup>	X	P	C	P	X	P	X	P	P
Automobile sales, new or used <sup>6</sup>	X	P	X	P	X	P	X	P	P
Automobile service station <sup>6</sup>	X	P	C	P	X	P	X	P	P
Automobile wrecking <sup>6</sup>	X	X	X	X	X	X	X	X	C
Bakery (wholesale) <sup>6</sup>	X	X	X	P	X	P	P <sup>5</sup>	P	P
Bakery (retail) <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	P
Banks, savings and loan	X	P	P	P	P	P	P <sup>5</sup>	P	P
Barber and beauty shops <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	P
Boat building <sup>6</sup>	X	X	X	C	X	C	X	C	P
Boat repair and sales <sup>6</sup>	X	P	X	P	X	P	X	P	P

										Item 14.
Book store <sup>6</sup>	C	P	P	P	P	P	P <sup>5</sup>	P		
Bowling alley/billiards <sup>6</sup>	X	P	X	P	P	P	X	P	P	
Building, hardware and garden supply store <sup>6</sup>	X	P	C	P	P	P	X	P	P	
Bus station <sup>6</sup>	X	C	C	P	C	P	X	P	P	
Cabinet and carpentry shop <sup>6</sup>	X	P	C	P	C	P	P <sup>5</sup>	P	P	
Candy; confectionery store <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	P	
Cemetery <sup>6</sup>	X	X	X	C	X	X	X	C	P	
Clothing store <sup>6</sup>	C	P	P	P	P	P	X	P	P	
Coffee shop, cafe <sup>6</sup> or kiosk	P	P	P	P	P	P	P <sup>5</sup>	P	P	
Convention center <sup>6</sup>	X	P	X	C	C	P	P	C	X	
Day care center <sup>6</sup>	C	P	P	C	P	C	P <sup>5</sup>	C	C	
Day care, adult	P	P	P	P	P	P	P	P	P	
Day care, family home <sup>6</sup>	P	P	P	P	P	X	P <sup>5</sup>	P	X	
Day care, mini-center <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	X	
Delicatessen (deli) <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	P	
Department store <sup>6</sup>	X	P	C	P	P	P	X	P	X	
Electric vehicle battery charging station and rapid charging stations	P	P	P	P	P	P	P	P	P	
Equipment rental <sup>6</sup>	C	P	C	C	C	P	P <sup>5</sup>	P	P	

										Item 14.
Event center	X	P	C	P	C	P	P	P		
Feed store <sup>6</sup>	X	X	X	P	X	C	X	P	P	
Fitness center/sports club <sup>6</sup>	X	P	P	P	P	P	P <sup>5</sup>	P	P	
Florist shop <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	X	
Food cart/food truck/ food delivery business <sup>6</sup>	C	P	C	P	C	P	C	P	X	
Furniture repair; upholstery <sup>6</sup>	X	P	C	P	P	P	X	P	P	
Furniture store <sup>6</sup>	X	P	C	P	P	P	X	P	X	
Funeral home <sup>6</sup>	X	P	C	P	P	X	X	X	X	
Gas/fuel station <sup>6</sup>	X	P	C	P	X	P	X	P	P	
Gas/fuel station with mini market <sup>6</sup>	X	P	C	P	X	P	X	P	P	
Grocery, large scale <sup>6</sup>	X	P	C	P	P	C <sup>8</sup>	X	P	P	
Grocery, small scale <sup>6</sup>	P	P	C	P	P	P	X	P	P	
Grocery, neighborhood scale <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	X	
Hospital, emergency care <sup>6</sup>	X	C	P	P	P	P	X	P	X	
Hotel, motel <sup>6</sup>	X	C	C	P	P	P	X	P	X	
Household appliance repair <sup>6</sup>	X	P	C	P	P	P	X	P	P	
Industrial supplies store <sup>6</sup>	X	P	X	C	C	C	X	C	P	
Laundry/dry cleaning (industrial)	X	X	X	P	X	X	X	P	P	
Laundry/dry cleaning (retail) <sup>6</sup>	P	P	P	P	P	P	P <sup>5</sup>	P	P	

										Item 14.
Laundry (self-serve)	P	P	P	P	P	P	X	P		
Liquor store <sup>6</sup>	X	P	C	P	C	C	X	C	C	
Machine shop <sup>6</sup>	X	X	C	C	C	C	P <sup>5</sup>	C	P	
Marijuana processor	X	X	X	X	X	X	X	X	X	
Marijuana producer	X	X	X	X	X	X	X	X	X	
Marijuana retailer	X	X	X	X	X	X	X	X	X	
Medical or dental clinics (outpatient) <sup>6</sup>	C	P	P	P	P	P	P <sup>5</sup>	P	P	
Mini-storage/vehicular storage <sup>6</sup>	X	X	X	X	X	X	X	P	P	
Manufactured home sales lot <sup>6</sup>	X	X	X	P	X	X	X	P	P	
Newspaper printing plant <sup>6</sup>	X	P	C	C	X	X	X	P	P	
Nursery, plant <sup>6</sup>	X	P	C	C	C	C	X	C	P	
Nursing, rest, convalescent, retirement home <sup>6</sup>	C	P	P	P	P	X	X	X	X	
Office supply store <sup>6</sup>	X	P	P	P	P	X	P <sup>5</sup>	P	P	
Pawnshop <sup>6</sup>	X	X	X	X	X	X	X	C	C	
Parcel freight depots <sup>6</sup>	X	P	X	P	X	P	P <sup>5</sup>	P	P	
Permanent supportive housing	C	P	X/P <sub>10</sub>	X/P <sub>10</sub>	P	X	X	X	X	
Pet shops <sup>6</sup>	X	P	P	P	P	P	X	P	C	
Pharmacy <sup>6</sup>	X	P	P	P	P	P	P <sup>5</sup>	P	P	

										Item 14.
Photographic/electronics store <sup>6</sup>	X	P	P	P	P	P	P <sup>5</sup>	P		
Plumbing, or mechanical service <sup>6</sup>	X	X	X	P	C	P	X	P	P	
Printing, binding, blue printing <sup>6</sup>	C	P	P	P	P	P	P <sup>5</sup>	P	P	
Professional office(s) <sup>6</sup>	C	P	P	P	P	P	P	P	P	
Public agency <sup>6</sup>	C	P	P	P	P	P	P	P	P	
Real estate office <sup>6</sup>	C	P	P	P	P	P	T	P	P	
Recycling center <sup>6</sup>	X	X	X	X	X	X	X	P	P	
Recycling collection point <sup>6</sup>	T or C	P	T or C	T or C	C	C	P <sup>5</sup>	P	P	
Recycling plant <sup>6</sup>	X	X	X	X	X	X	X	C	P	
Research facility <sup>6</sup>	X	P	C	C	X	P	P	P	P	
Restaurant <sup>6</sup>	C	P	P	P	C	P	P <sup>5</sup>	P	P	
Restaurant, fast food <sup>6</sup>	X	P	C	P	C	P	P <sup>5</sup>	P	P	
Roadside produce stand <sup>6</sup>	T	T	T	T	C	X	T	T	T	
Sand, soil, gravel sales and storage <sup>6</sup>	X	X	X	X	X	X	X	C	P	
Second-hand/consignment store <sup>6</sup>	C	P	P	P	P	P	X	P	P	
Sexually oriented business <sup>1,5</sup>	X	X	X	X	X	X	P	X	X	
Shoe repair and sales <sup>6</sup>	P	P	P	P	P	P	X	P	P	
Smoke shop/head shop <sup>9</sup>	X	X	P	P	X	X	X	X	X	

Stock broker, brokerage firm	P	P	P	P	P	P	P	P	P	Item 14.
Specialty goods production (e.g. brew pub)	P	P	P	P	P	P	P	P	P	
Taverns <sup>6</sup>	X	P	C	P	C	P	X	P	P	
Theater, except drive-in <sup>6</sup>	X	P	C	P	P	P	X	P	P	
Truck terminals <sup>6</sup>	X	C	X	C	X	X	X	C	P	
Veterinary clinic <sup>6</sup>	X	P	C	P	P	P	X	P	P	
Warehousing, wholesale and trade <sup>6</sup>	X	X	X	C	C	P	P <sup>5</sup>	P	P	
Warehousing, bulk retail <sup>6</sup>	X	X	X	C	C	X	X	P	P	
<b>Manufacturing and/or processing of the following:</b>										
Cotton, wool, other fibrous material	X	X	X	X	X	P	X	P	P	
Food production or treatment	X	X	X	C	C	P	X	P	C	
Foundry	X	X	X	X	X	X	X	C	C	
Furniture manufacturing	X	P	X	X	C	C	X	P	P	
Gas, all kinds (natural, liquefied)	X	X	X	X	X	X	X	X	C	
Gravel pits/rock quarries	X	X	X	X	X	X	X	C	P	
Hazardous waste treatment—Off-site	X	X	X	X	X	X	X	X	P	
Hazardous waste treatment—On-site	X	X	X	X	X	X	X	X	P	
Junkyard/wrecking yard	X	X	X	X	X	X	X	X	C	
Metal fabrication and assembly	X	X	X	X	X	C	X	X	P	



Hazardous waste treatment—On-site	X	X	X	X	X	X	X	X	X	Item 14.
Paper, pulp or related products	X	X	X	X	X	X	X	X	X	P
Signs or other advertising structures	X	X	X	C	C	C	P	C	C	P
Electronic equipment	X	P	X	X	X	X	P	P	P	P
<b>Industrial Uses</b>										
High-tech industry	X	P	X	X	P	P	P <sup>2</sup>	X	X	X
Manufacturing of miscellaneous goods (e.g. musical instruments, toys, vehicle parts)	X	X	X	X	C	X	X	P	P	P
Optical goods	X	C	C	C	C	P	P <sup>5</sup>	P	P	P
Packaging of prepared materials	X	X	C	P	C	C	P <sup>5</sup>	C	C	P
Scientific and precision instruments	X	P	X	X	X	P	P	P	P	P
<b>Recreational, Religious, Cultural Uses</b>										
Auditorium <sup>6</sup>	C	P	P	P	P	P	X	P	P	P
Community club <sup>6</sup>	C	P	P	P	P	P	X	P	P	P
Church <sup>6</sup>	P	P	P	P	P	P	X	P	P	P
Golf course/driving range <sup>6</sup>	P	X	P	P	X	P	P <sup>5</sup>	P	P	P
Library <sup>6</sup>	C	P	P	P	P	P	X	P	P	P
Museum <sup>6</sup>	C	P	P	P	P	P	X	P	P	P
Recreational vehicle park <sup>6</sup>	X	X	X	C	X	X	X	P	P	P

Open space <sup>6</sup>	P	P	P	P	P	P	P	P	P	Item 14.
Park or playground	P	P	P	P	P	P	P	P	P	
Sports fields <sup>6</sup>	C	X	P	P	P	P	X	P	P	
Trails	P	P	P	P	P	P	P	P	P	
<b>Educational Uses</b>										
College/university <sup>6</sup>	P	P	P	P	P	P	X	P	P	
Elementary school <sup>6</sup>	P	P	P	P	P	P	X	P	P	
Junior or senior high school <sup>6</sup>	P	P	P	P	P	P	X	P	P	
Private, public or parochial school <sup>6</sup>	P	P	P	P	P	P	X	P	P	
Trade, technical or business college <sup>6</sup>	P	P	P	P	P	P	P	P	P	
<b>Residential Uses</b>										
Adult family home	C	P	P	X	P	X	X	X	X	
Assisted living	C	P	P	X/P 10	P	X	X	X	X	
Bed and breakfast	P	P	P	X	P	X	X	X	X	
Designated manufactured home	X	X	X	X	P	X	X	X	X	
Duplex or two-family dwelling	X	C/P	X	X	P	X	X	X	X	
Group home	C	P	P	X	P	X	X	X	X	
Home occupation	P	P	P	X/P 10	P	X	X	X	X	
Housing for the disabled	P	P	P	X/P 10	P	X	X	X	X	

Apartment, multifamily development, row houses	X	C/P	X/P	X/P	C	X	X	X	X	Item 14.
Residence accessory to and connected with a business	P	P	P	X/P	P	X	X	X	X	
Single-family dwelling	X	X	X	X	P	X	X	X	X	
<b>Communication, Utilities and Facilities</b>										
Electrical vehicle infrastructure	P	P	P	P	P	P	P	P	P	
Wireless communications facility	Refer to <u>Chapter 18.35</u>									
Facilities, minor public	P	P	P	P	C	P	P	C	P	
Facility, essential <sup>6</sup>	X	X	C	C	C	C	P	C	C	
Railroad tracks and facilities <sup>6</sup>	C	X	C	C	C	X	X	C	C	
<b>Temporary Uses</b>										
Temporary sales office for a development <sup>4</sup>	T	T	T	T	T	T	T	T	T	

## Notes:

1. See CMC Chapter 5.36 Sexually Oriented Businesses for additional regulations for siting sexually oriented business facilities.
2. Similar uses are permitted in the zone district only at the discretion of the community development director or designee.
3. Reserved.
4. See CMC Chapter 18.47 "Temporary Uses" for additional regulations.
5. See secondary use provisions of LI/BP zone.

6. See CMC Chapter 18.19 "Design Review" for additional regulations. CMC Chapter 18.19 is not applicable to development in the LI/BP zone. Item 14.
7. Residential uses may be outright permitted if part of a mixed use building, where residential use is not located on the ground level; otherwise it shall be a conditional use.
8. If grocery store is less than one hundred thousand square feet then use is outright permitted. If one hundred thousand square feet or over then a conditional use permit is required.
9. A. Must be sited a minimum one thousand feet of the perimeter of the grounds of any elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, or library, or game arcade to which is not restricted to persons twenty-one years or older as defined in WAC 314-55-010 on June 20, 2015;
- B. The business shall post clear signage in a conspicuous location near each public entrance stating no person under the age of twenty-one may enter the premises; and
- C. No smoke shop/head shop subject to this note shall be located within five miles of an existing lawfully established smoke shop/head shop. All measurements under (A) and (C) shall be measured from the nearest property line of the property on which the use is proposed to the nearest property line of an existing business utilizing Clark County GIS.
10. On tracts ten acres or more, subject to approval by city council of a master plan and development agreement, a mixed use development may be approved provided no less than fifty-one percent of the net developable acreage is committed to commercial uses.
11. Conditional use permit is required if facilities for kennels are proposed outdoors.

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

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



## Only 41 Children for Every 100 Housing Units in the U.S., on Average

February Special Study for HousingEconomics.com

By Carmel Ford

### BACKGROUND

In discussions regarding new residential development, a longstanding misconception often arises: these developments attract households with many school age children, which can result in overcrowded schools and inflated local education budgets.

In the US, some local governments charge builders impact fees to cover infrastructure costs associated with the estimated number of children in new developments entering the public education system. Twenty-nine out of the 50 states have legislation allowing for local governments to impose fees based on this criteria.<sup>1</sup> For this reason, builders have an interest in ensuring that the number of children associated with each residential development type is accurately estimated. Producing estimates of the number of children in new developments is also beneficial for local governments so they can better reconcile local education costs.<sup>2</sup>

Using the US Census Bureau's 2015 American Community Survey, The National Association of Home Builders' (NAHB) calculated, on average, how many school age children (defined as children between the ages of 5 and 18) live in different types of residential developments, including single-family and multifamily developments. Calculations of the average number of children in different residential units is also analyzed by household characteristics, such as mobility and tenure. The data findings are described throughout this special study.

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<sup>1</sup> [http://www.impactfees.com/publications%20pdf/state\\_enabling\\_acts.pdf](http://www.impactfees.com/publications%20pdf/state_enabling_acts.pdf)

<sup>2</sup> <http://www.capenet.org/facts.html>. Data from the 2013-2014 school year shows that on average, about 10 percent of US children are enrolled in private school. This should be accounted for when calculating the marginal cost of a school age child entering a local public school system.

## FINDINGS

**Table 1** shows the tabulation of the number of school age children by residential development type and by different household characteristics. Most evident from the data is that, on average, there is less than one child in homes of all types: 41.1 children per 100 housing units. The following are other key findings from **Table 1**.

- Owner-occupied units have fewer children than renter-occupied units: 45.6 children per 100 owner-occupied units compared to 49.6 children per 100 renter-occupied units.
- For most residential types, there are fewer children in new construction compared to in existing units. In newly constructed single-family attached units there is an average of only 30.2 children per 100 units, compared to 45.2 per 100 existing units. In newly constructed multifamily developments, there is an average of 21.9 children per 100 units, compared to 26.3 per 100 existing units.
- Large multifamily developments have fewer children: for multifamily developments with 20+ units, the average number of children living in them is only 16.7 per 100 units, compared to multifamily developments with 2 to 4 units, which have 35.7 children per 100 units.

Other findings from this study show that:

- Multifamily units with 1 bedroom or less have the least amount of children compared to multifamily units with more bedrooms: 7.7 children per 100 one bedroom multifamily units, compared to 71.6 children per 100 three or more bedroom multifamily units.
- A regional breakdown shows that, on average, many states in the Northeast region, including Vermont, Maine, and New Hampshire, have the fewest number of children living in housing units.

**Table 1.**  
**Average Number of School Age Children per 100 Housing Units**  
**By Structure Type**

	Type of Structure			
	All	Single-Family Detached	Single-Family Attached	Manufactured Housing
<b>All Housing Units</b>	41.1	47.8	38.3	38.3
<b>All Occupied Units</b>	46.9	53.5	42.7	48.6
Recent Movers	42.9	62.4	44.9	53.4
Into New Construction	47.1	61.5	30.2	59.8
Into Existing Units	42.8	62.4	45.2	53.2
Non-Movers	47.5	52.7	42.3	48.0
<b>Owner Occupied Units</b>	45.6	48.7	29.8	43.0
Recent Movers	46.4	52.1	24.7	44.3
Into New Construction	56.0	60.8	24.4	54.3
Into Existing Units	45.9	51.6	24.7	43.9
Non-Movers	45.6	48.5	30.2	42.9
<b>Renter Occupied Units</b>	49.6	82.1	64.2	66.0
Recent Movers	41.7	76.2	54.7	59.7
Into New Construction	30.4	71.7	49.1	73.2
Into Existing Units	41.8	76.2	54.8	59.6
Non-Movers	52.5	84.0	67.6	68.1

	Type of Structure			
	Multifamily (All)	2-4 Unit Multifamily	5-19 Unit Multifamily	20+ Unit Multifamily
<b>All Housing Units</b>	27.0	35.7	29.1	16.7
<b>All Occupied Units</b>	31.5	42.0	33.8	19.4
Recent Movers	26.3	36.1	28.6	15.3
Into New Construction	21.9	34.1	31.6	11.3
Into Existing Units	26.3	36.1	28.5	15.4
Non-Movers	33.3	43.6	35.9	20.8
<b>Owner Occupied Units</b>	18.5	28.9	15.0	9.4
Recent Movers	16.5	24.8	16.9	9.4
Into New Construction	25.4	38.6	14.4	***
Into Existing Units	16.4	24.5	16.9	9.4
Non-Movers	18.7	29.3	14.8	9.4
<b>Renter Occupied Units</b>	33.5	44.8	35.8	21.0
Recent Movers	26.7	36.7	29.0	15.5
Into New Construction	21.5	33.4	32.4	11.0
Into Existing Units	26.7	36.7	28.9	15.6
Non-Movers	36.1	47.5	38.7	23.0

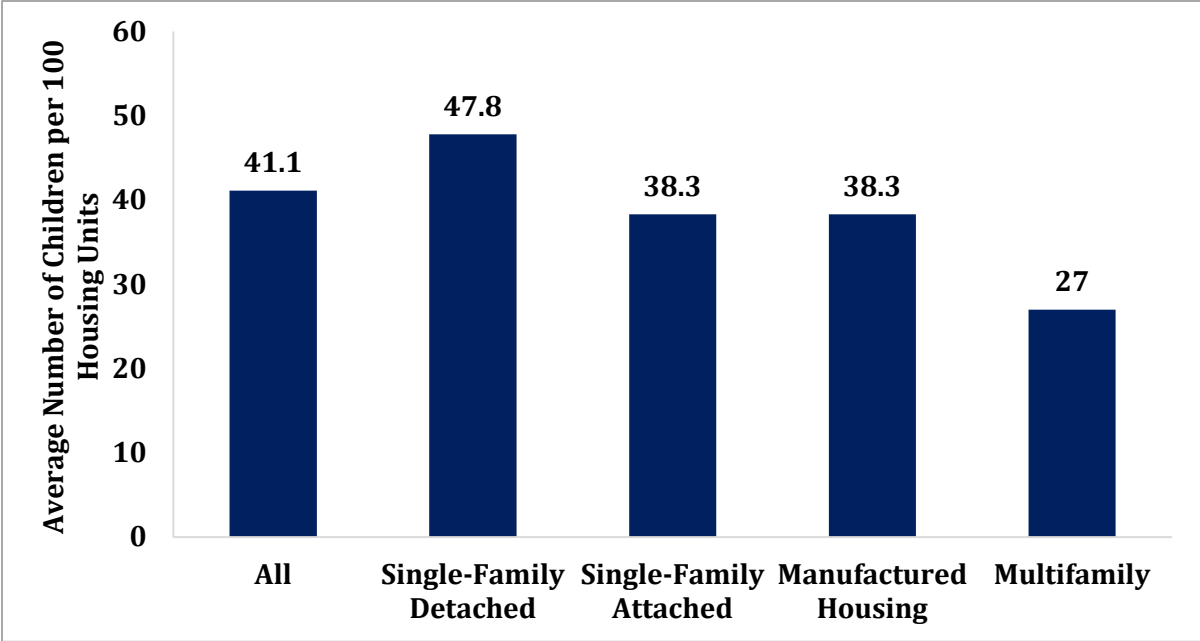
\*\*\* The number for this cell is suppressed because it is based on a small number of observations.

### Average of Under One Child in Homes of All Types

**Table 1** displays the number of children in all housing units, or occupied units combined with vacant units. The most prominent finding from the data is that, on average, there is less than one child per housing unit: 41.1 per 100 housing units. When excluding vacant housing, the average number of children increases, but only slightly, to 46.9 children per 100 occupied units.

Among residential development types, single-family detached units have an average of 47.8 children per 100 housing units, compared to 38.3 for both single-family attached and manufactured housing units, and 27 children per 100 multifamily housing units (**Figure 1**).

**Figure 1: Average Number of Children per 100 Housing Units (Includes Vacant Housing)**





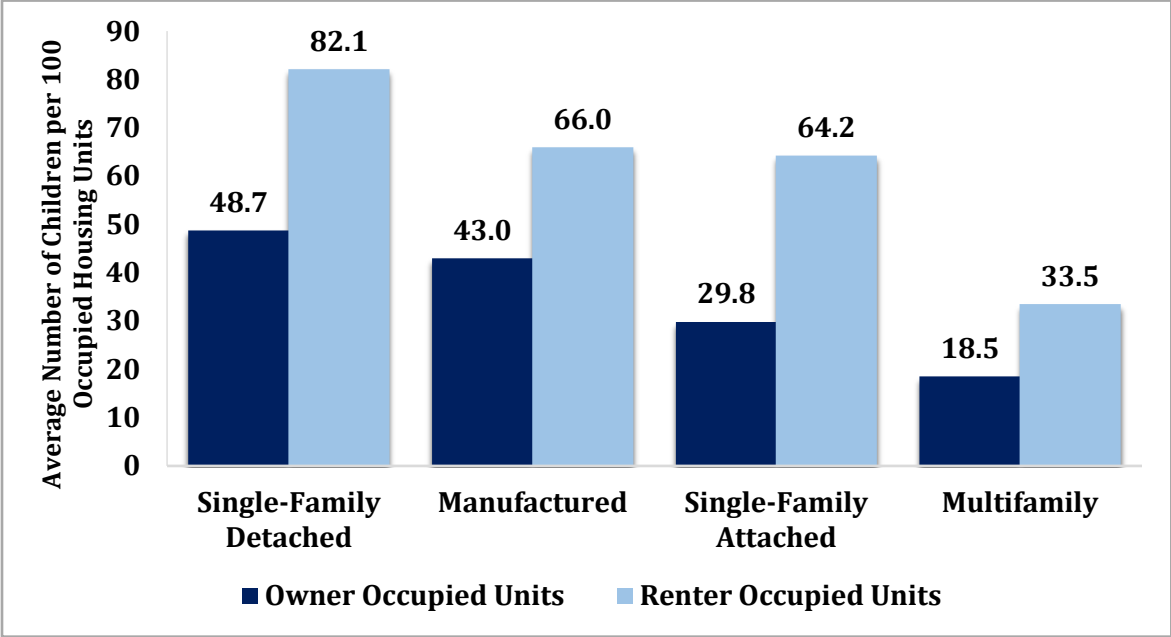
## Home Owners Have Fewer Children

It is well documented that households in renter-occupied units and owner-occupied units have different demographic characteristics, such as age and income.<sup>3</sup> In this case, households in owner-occupied units have fewer children compared to those in renter-occupied units for all residential types.

**Figure 2** displays the number of children in owner- and renter-occupied units by residential development type. The difference between the number of children in renter versus occupied units is most significant for single-family units (detached and attached).

For single family-detached, there are only 48.7 children per 100 owner-occupied units, compared to 82.1 children per 100 renter-occupied units. For single-family attached, there are only 29.8 for every 100 owner-occupied units, compared to 64.2 for every 100 renter-occupied units.

**Figure 2: Average Number of Children in Renter- and Owner-Occupied Units by Residential Development Type**



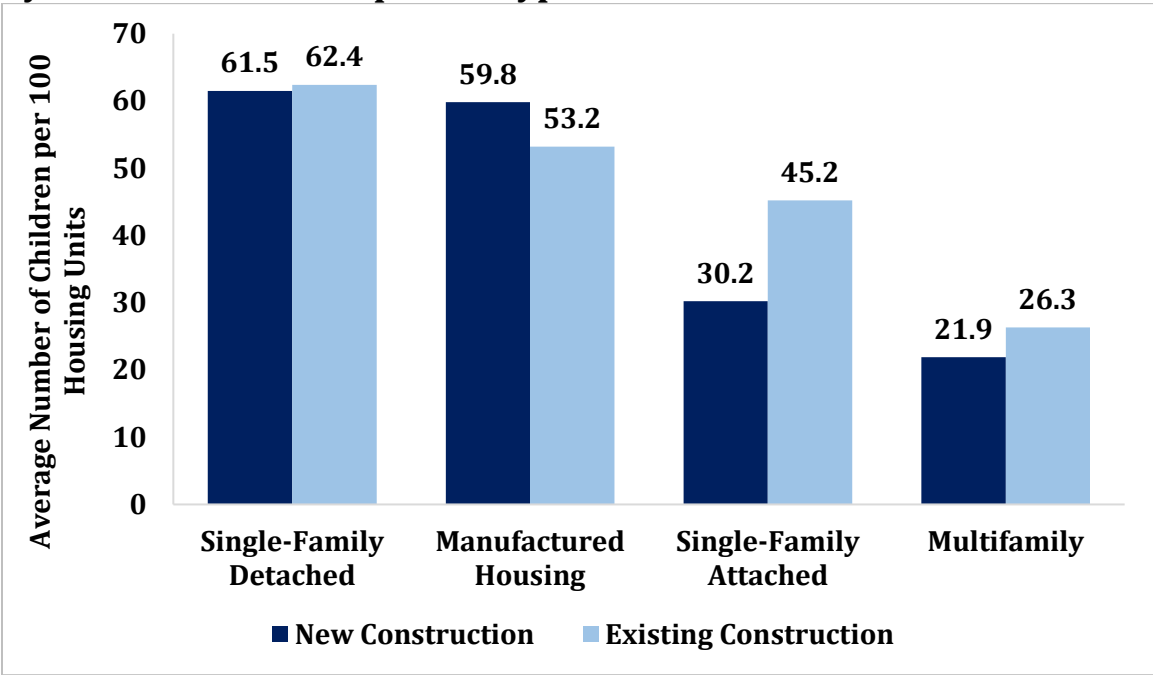
<sup>3</sup> <http://eyeonhousing.org/2014/04/characteristics-of-owners-and-renters/>

### For Most Residential Types, There Are Fewer Children in New Construction Compared to in Existing Units

Differences in the number of children in housing units can also be observed by structure age. **Figure 3** displays the number of children in both new construction (units built in either 2014 or 2015), and existing construction (units built before 2014). For most residential development types, there are fewer children in new construction compared to in existing construction.

For single-family detached, there are slightly more children in existing units at 62.4 per 100 units, compared to 61.5 per 100 in new units. For single-family attached, there are only 30.2 children per 100 new units, compared to 45.2 in existing units. For multifamily units, there are 21.9 children per 100 new units, compared to 26.3 per 100 existing units. The only residential type with more children in new construction compared to in existing is manufactured housing: 59.8 children in 100 new units compared to 53.2 in existing units.

**Figure 3: Average Number of Children in New and Existing Construction by Residential Development Type**



## Fewest Number of Children in One Bedroom Apartments

**Table 2** displays a breakdown of the number of children in multifamily units by the number of bedrooms. On average, units with 1 bedroom or less have the least number of children at 7.7 children per 100 units, followed by 2 bedrooms units with 31.4 children per 100 units, and three or more bedroom units with 71.6 children per 100 units.

When further examining multifamily units with three or more bedrooms, it is clear that significantly fewer children live in owner-occupied units compared to in renter-occupied units: 40.2 children versus 98 children per 100 units, respectively.

On average, multifamily units with 3 or more bedrooms have more children, but it is important to note that the share of multifamily unit completions with 3 or more bedrooms is small, [representing only 12 percent](#) of total multifamily completions in 2014.<sup>4</sup>

**Table 2.**  
**Average Number of School Age Children per 100 Housing Units**

	By Number of Bedrooms in Housing Unit			
	Multifamily (All)	1 bedroom or less	2 bedrooms	3 or more bedrooms
<b>All Housing Units</b>	27.0	7.7	31.4	71.6
<b>All Occupied Units</b>	31.5	9.1	36.7	83.3
Recent Movers	26.3	6.6	31.9	81.0
Into New Construction	21.9	3.8	22.3	83.8
Into Existing Units	26.3	6.6	32.0	81.0
Non-Movers	33.3	10.0	38.3	83.8
<b>Owner Occupied Units</b>	18.5	11.4	13.2	40.2
Recent Movers	16.5	9.7	14.0	38.6
Into New Construction	25.4	23.1	13.3	29.9
Into Existing Units	16.4	9.6	14.0	38.9
Non-Movers	18.7	11.6	13.2	40.4
<b>Renter Occupied Units</b>	33.5	8.8	41.2	98.0
Recent Movers	26.7	6.4	33.1	84.6
Into New Construction	21.5	3.5	22.1	100.6
Into Existing Units	26.7	6.5	33.2	84.4
Non-Movers	36.1	9.8	44.3	102.6

<sup>4</sup> <http://eyeonhousing.org/2015/10/rising-construction-share-of-one-bedroom-apartments/>

## Among States (and District), Fewest Number of Children in Vermont, Maine, and District of Columbia

In addition to national level data, **Appendix I** (available in the “Additional Resources” box that appears at the top of the online version of this article) provides detailed tabulations of the number of children in housing units in each state (including the District of Columbia). **Table 3** displays the states with the fewest number of children per 100 housing units.

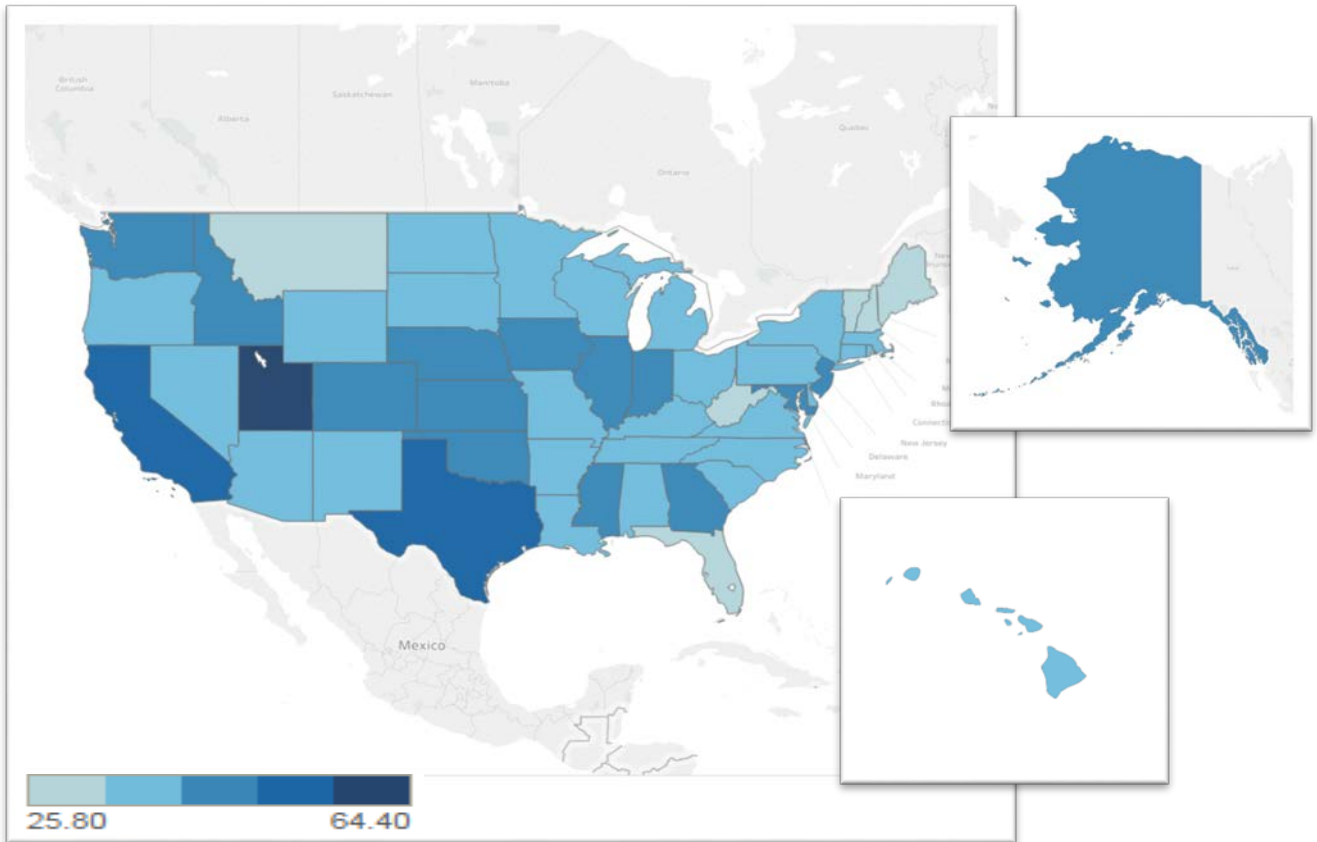
**Table 3: States with the Fewest Average Number of Children in Housing Units**

Rank	State	Average Number of School Age Children per 100 Housing Units
1	Vermont	25.8
1	Maine	25.8
3	District of Columbia	26.5
4	Florida	31.9
5	Montana	32.3
6	New Hampshire	33.1
6	West Virginia	33.1
8	South Carolina	34.4
9	Rhode Island	34.9
10	Alabama	35.8

When observing the ranking, it is evident that several New England states are among the states with the fewest number of children in housing units, including Vermont, Maine, New Hampshire, and Rhode Island.

Vermont and Maine have the fewest at 25.8 children per 100 housing units, followed by the District of Columbia, which has only 26.5 children per 100 housing units. **Figure 4** is a heat map showing differences in the number of children in all housing units by state.

**Figure 4: US Map of the Average Number of Children per 100 Housing Units**



**Table 4** shows the states with the fewest number of children in single-family detached units. Maine has the fewest per 100 housing units: 28.4, followed by Vermont (28.5), and West Virginia (34.5). These states were also among the states with the fewest number of children in all housing units (**Table 3**).

**Table 4: States with Fewest Average Number of Children in Single-Family Detached Units**

Rank	State	Average Children Per 100 Single-Family Detached Units
1	Maine	28.4
2	Vermont	28.5
3	West Virginia	34.5
4	Montana	35.9
5	South Carolina	37.9
6	Alabama	38.4
7	New Hampshire	38.8
8	Rhode Island	40.2
9	Florida	40.5
10	Louisiana	41.0

States with the fewest average number of children in multifamily units differs from those with the fewest in single-family detached. **Table 5** shows that several states with the fewest number of children in multifamily developments are in the West North Central Region (South Dakota, North Dakota, and Nebraska) and the upper Mountain Region (Montana, and Idaho). South Dakota has the fewest average number of children in multifamily units: 13.9 per 100 units, followed by Montana (14.4) and North Dakota (15.8).

**Table 5: States with Fewest Average Number of Children in Multifamily Units**

Rank	State	Average Children Per 100 Multifamily Units
1	South Dakota	13.9
2	Montana	14.4
3	North Dakota	15.8
4	Vermont	15.9
5	Nebraska	16.1
6	Idaho	16.1
7	Maine	16.7
8	Missouri	16.8
9	Pennsylvania	17.0
10	Michigan	17.2

## Conclusion

The estimate of the number of children in housing units is an important statistic for both builders and local governments because, in many cases, it is a factor in determining the cost of impact fees. The NAHB analysis revealed the following findings:

- On average, there is less than one child per housing unit in the US.
- There are fewer children in owner-occupied units, compared to in renter-occupied units.
- For most types of residential development, there are fewer children in new construction compared to in existing units.
- In multifamily developments, fewer children reside in units with 1 bedroom or less, compared to units with 2 or more bedrooms.
- There are fewer children living in housing units in many Northeast states compared to states in other regions of the country.

**Session Zoning Code Ammendment  
NC, CC & RC Zoned Parcels < 2.5 Acres**

<b>Parcel No.</b>	<b>Owner</b>	<b>Acreage</b>	<b>Zoning</b>
175939-000	Jerry Sewell	0.48	RC
175942-000	Long Lake Commercial LLC	2.20	RC
175941-000	Rod Schwiebert	1.00	RC
175938-000	Kluka Patnership	0.96	RC
175949-000	Long Lake Commercial LLC	1.50	RC
175937-000	Long Lake Commercial LLC	0.72	RC
178226-000	Latter Day Saints	1.26	CC
178226-002	Latter Day Saints	1.25	CC
178226-004	Latter Day Saints	1.25	CC
178122-001	Foresquare Church	0.71	CC
178112-000	Foresquare Church	2.20	CC
986028-022	Foresquare Church	1.97	CC
124502-000	Camaslakeland LLC	1.09	NC
124524-000	Camaslakeland LLC	0.22	NC
91045-562	Lechner LLC	0.09	RC
91045-561	Lechner LLC	0.09	RC
91045-563	Lechner LLC	0.09	RC
91045-567	Lechner LLC	0.09	RC
91045-564	Nan Henricksen	0.56	RC
91045-565	Sonia Shold	0.44	RC
91045-568	Sonia Shold	0.39	RC
91045-566	Sonia Shold	0.04	RC
91045-560	Lechner Property LLC	0.39	RC
91045-558	Hector Pelay et al.	0.39	RC
91045-556	Gordon French et al.	0.29	RC
91045-554	Gordon French et al.	0.27	RC
91045-552	Gordon French et al.	0.24	RC
91045-550	Lillie Wong Trustees	0.02	RC
91045-551	Lillie Wong Trustees	0.19	RC
91045-548	Lillie Wong Trustees	0.18	RC
91045-570	Perseverance LLC	1.69	RC
91045-652	O-R Camas LLC	0.04	RC
91045-650	Wing Chao et al.	0.30	RC
91045-666	Robert & Nancy Fountain	0.22	RC
91045-664	Wasabi LLC	0.24	RC
91045-662	Wasabi LLC	0.24	RC
91045-660	Wasabi LLC	0.19	RC
91045-656	Eileen Morgan	0.21	RC
91045-658	Daniel Vilhauer	0.17	RC
91045-592	Thomas Brandt et al.	0.13	RC
91045-591	Dirk & Petra Sullivan	0.13	RC
91045-589	Gabrielle Witt	0.13	RC

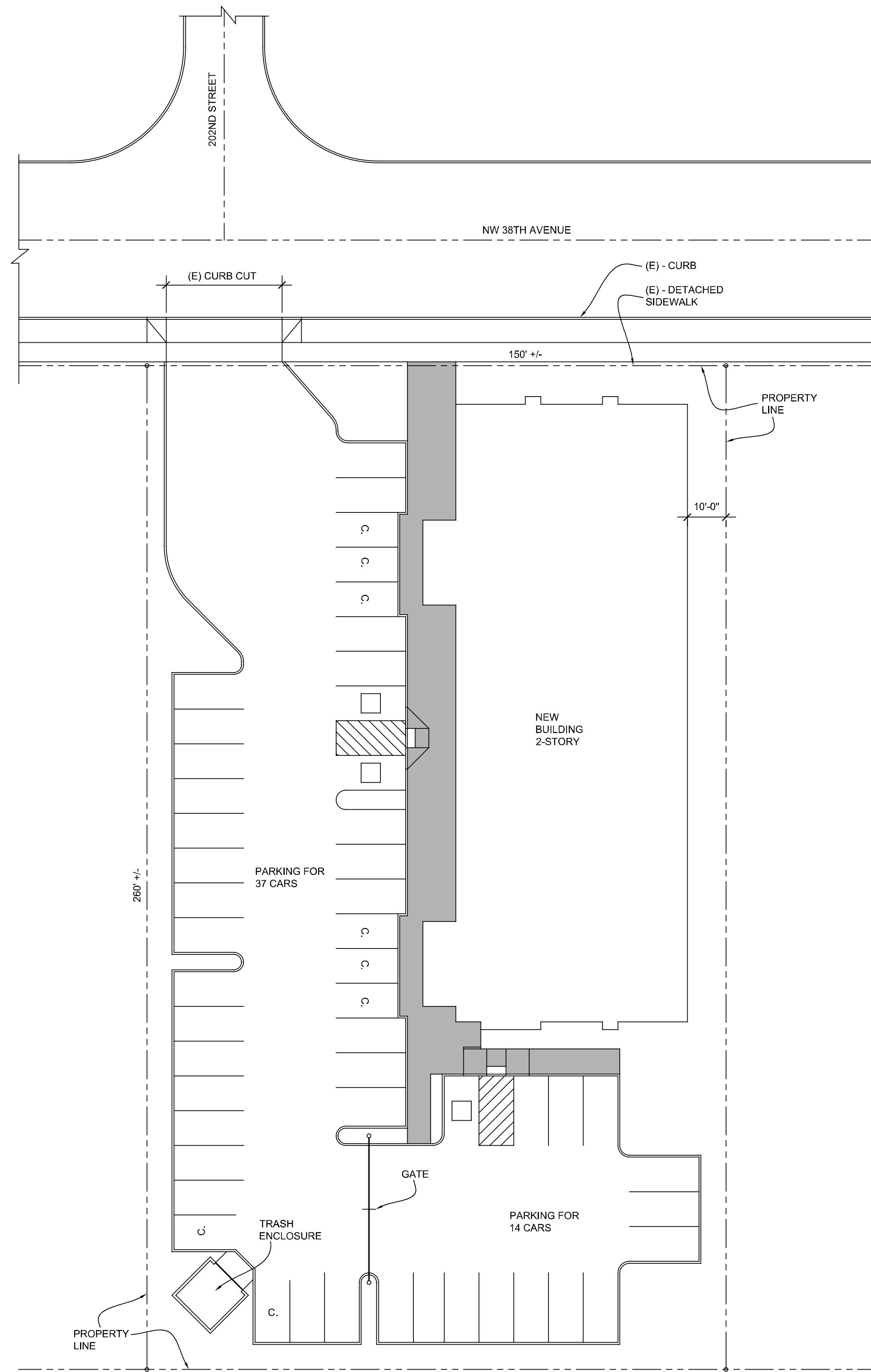


91045-590	Joseph Matthews	0.13	RC
91045-586	OSMS LLC	0.24	RC
91045-573	OSMS LLC	0.42	RC
91045-572	David Sweitzer	0.13	RC
91045-574	Kristopher Asleson	0.20	RC
91045-570	OSMS LLC	0.16	RC
91045-580	OSMS LLC	0.23	RC
91045-584	OSMS LLC	0.11	RC
91045-582	OSMS LLC	0.09	RC
91045-585	Celia Privrat et al.	0.20	RC
91045-583	Clint Price et al.	0.21	RC
91045-008	McDonalds Corporation	0.70	RC
91045-001	Lacamas LLC	1.49	RC
91045-668	Siu Ho Chan et al.	0.31	RC
91045-670	Siu Ho Chan et al.	0.29	RC
91045-012	Jonathan & Christina Lee	0.04	RC
91045-005	Wallowa Mountain Memories LLC	0.72	RC
91045-167	Sonderen Enterprises LLC	2.13	RC
89901-000	Marwan Bahu et al.	0.85	RC
89921-000	Marwan Bahu et al.	1.25	RC
89882-000	Bramble Acres LLC	0.50	RC
89925-000	Lucky 7 Equity LLC	0.88	RC
89889-000	Lucky 7 Equity LLC	0.37	RC
89886-000	Lucky 7 Equity LLC	0.36	RC
89863-000	Lucky 7 Equity LLC	1.37	RC
89879-000	Gregg Mortimer	0.25	RC
89863-005	Arlene & Charles Conaway	0.79	RC
89910-000	City of Camas	1.75	RC
87530-000	3rd Loop LC	0.64	RC
87500-000	2016 NE 3rd LLC	0.48	RC
87510-000	South Summer LLC	0.16	RC
87526-000	South Summer LLC	0.38	RC
87461-000	Thomas Foley et al.	0.25	RC
87460-000	Oregon Motor Services LLC	0.25	RC
87452-000	Oregon Motor Services LLC	0.25	RC
87451-000	Oregon Motor Services LLC	0.20	RC
87440-000	Ed Allyn Enterprises Inc.	0.51	RC
87430-000	1806 NE 3rd LLC	0.11	RC
87532-00	Camas Riverside Apartments LLC	1.04	RC
87536-000	Camas Riverside Apartments LLC	0.52	RC
87537-000	Ed Allyn Enterprises Inc.	0.13	RC
87432-000	Ed Allyn Enterprises Inc.	0.09	rc
87431-000	Ed Allyn Enterprises Inc.	0.01	RC
90950-000	Cacade Instrument Design Inc.	0.55	CC
90965-000	Li-Ye Chen et al.	0.11	CC
90973-000	Northwest Gospel Church	0.38	CC
90975-000	Northwest Gospel Church	0.26	CC

91044-006	Northwest Gospel Church	0.24	CC
90974-000	Northwest Gospel Church	0.29	CC
88850-000	Dennis Kaz	0.09	RC
88860-000	Erin Eaton	0.07	RC
88865-000	Kyle Kelly et al.	0.07	RC
81038-000	Thomas Youngers et al.	0.18	NC
81039-000	G & S Property LLC	0.05	NC
81042-000	G & S Property LLC	0.23	NC
82911-000	F & R Enterprises Inc.	0.19	RC
86360-000	7-Up Building LLC	0.25	NC
85168-000	Curtis Pasa et al.	0.37	CC
85163-000	Curtis Pasa et al.	0.35	CC
85156-000	Curtis Pasa et al.	0.39	CC
81958-101	Pacwest Energy LLC	0.72	RC
81958-116	Frey Properties LLC	0.25	RC
81958-117	Frey Properties LLC	0.30	RC
84520-000	Skyworth LLC	0.55	CC
84118-000	Skyworth LLC	0.76	CC
84117-000	Skyworth LLC	0.83	CC
83015-000	5953 SW Terwillerger LLC	2.00	NC
73134-117	Wiliam Dodge et al.	0.33	RC
127372-000	Mackay Family Prop LLC	2.39	RC/CC
123757-000	Leona Dewitt	2.16	CC
125196-000	Kates Heath LLC	2.16	RC
126249-000	Chad Session et al.	0.90	RC
126247-000	Dental Specialists Investments LLC	0.87	RC
126250-000	Martha Doner	1.03	RC
126251-000	Charles Batten	0.52	RC
177437-015	Camas Crossing LLC	1.32	RC
177451-000	Camas Crossing LLC	1.22	RC
177437-010	Camas Crossing LLC	1.39	RC
177451-005	Camas Crossing LLC	1.29	RC
177451-010	Camas Crossing LLC	1.29	RC
177480-002	Camas Crossing LLC	1.10	RC
177472-000	Camas Crossing LLC	1.54	RC
177472-005	Camas Crossing LLC	1.46	RC
177472-010	Camas Crossing LLC	1.28	RC
177472-015	Camas Crossing LLC	1.36	RC
177489-000	Camas Crossing LLC	0.88	RC
	Does not include Parker Village Subdivision		
	<b>Total Acres</b>	<b>79.42</b>	



REAL LIVING  
MIXED USE DEVELOPMENT  
NW 38TH AVENUE  
CAMAS, WASHINGTON



NORTH  SITE PLAN  
1" = 20'-0"

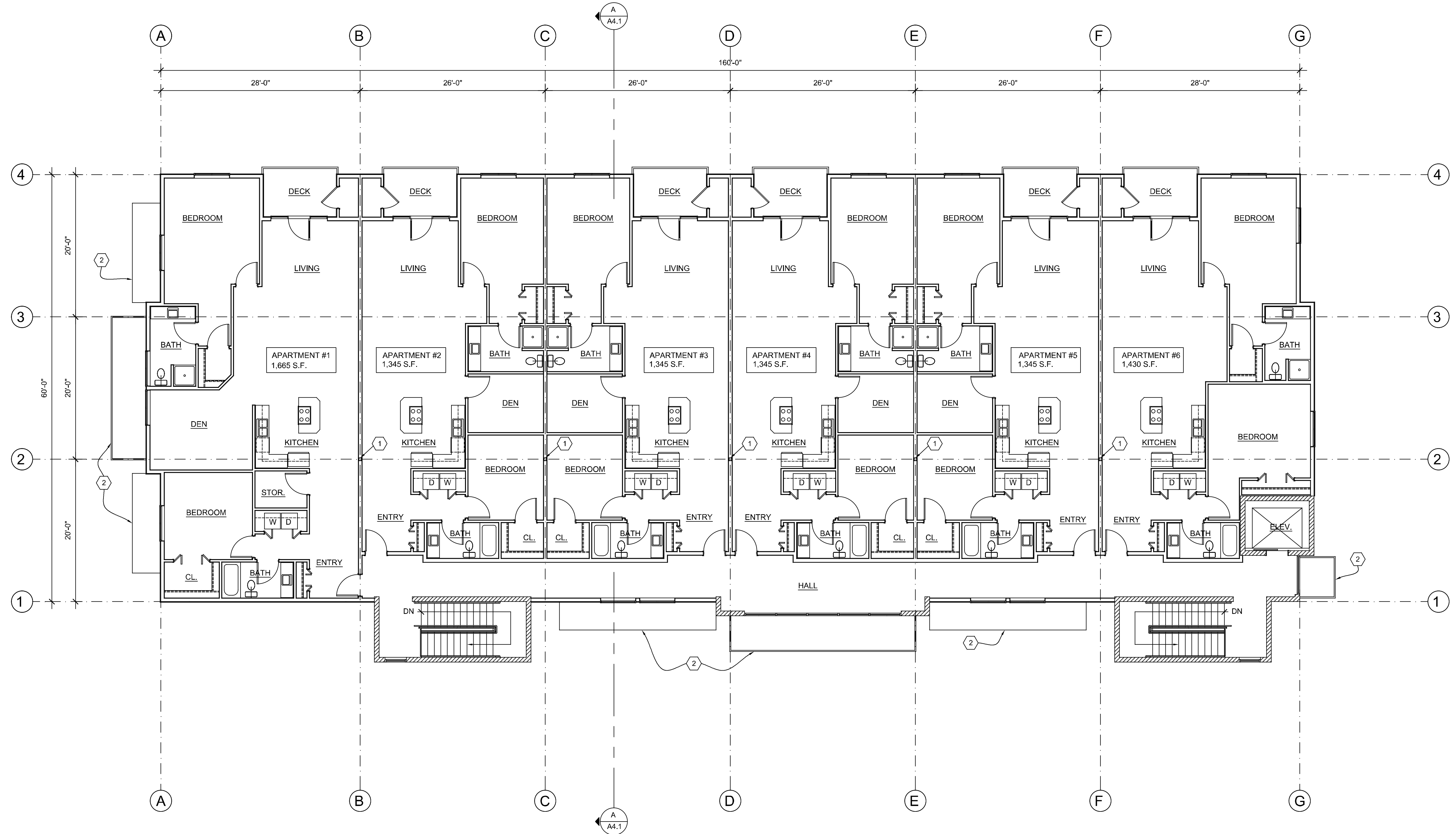
REVISIONS

**LLB**  
ARCHITECTURE  
1115 ESTHER ST. SUITE "B"  
VANCOUVER, WA

**REAL LIVING**  
MIXED USE DEVELOPMENT  
NW 38TH AVENUE  
CAMAS, WASHINGTON

DATE:  
AUGUST 12, 2021  
JOB NUMBER:  
DRAWN BY:  
JAL  
SHEET TITLE:  
SITE PLAN  
SHEET NUMBER:

**A1.1**



SECOND LEVEL  
FLOOR PLAN NOTES

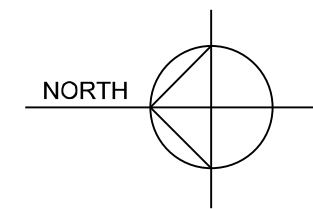
① STEEL COLUMN

② LINE OF AWING ABOVE

WALL LEGEND

▨ STRUCTURAL BRICK

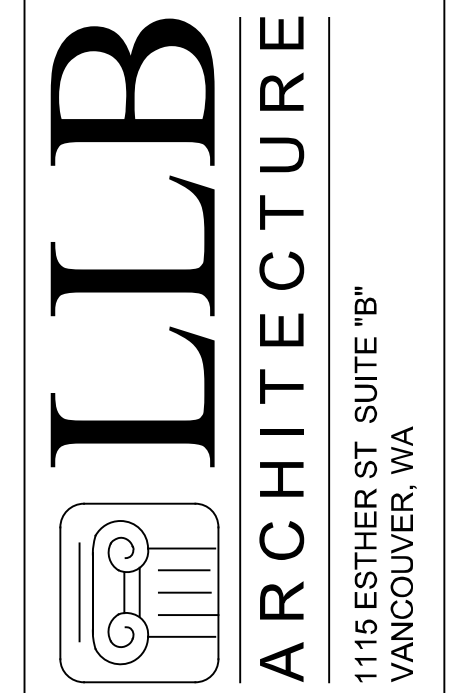
□ WOOD STUDS



SECOND LEVEL  
APARTMENTS  
FLOOR PLAN

1/8" = 1'-0"

REVISIONS



**REAL LIVING**  
MIXED USE DEVELOPMENT  
NW 38TH AVENUE  
CAMAS, WASHINGTON

DATE:  
AUGUST 12, 2021

JOB NUMBER:

DRAWN BY:  
JAL

SHEET TITLE:  
SECOND LEVEL  
APARTMENTS  
FLOOR PLAN

SHEET NUMBER:

**A2.2**

REVISIONS



REAL LIVING  
MIXED USE DEVELOPMENT  
NW 38TH AVENUE  
CAMAS, WASHINGTON

DATE:  
AUGUST 12, 2021

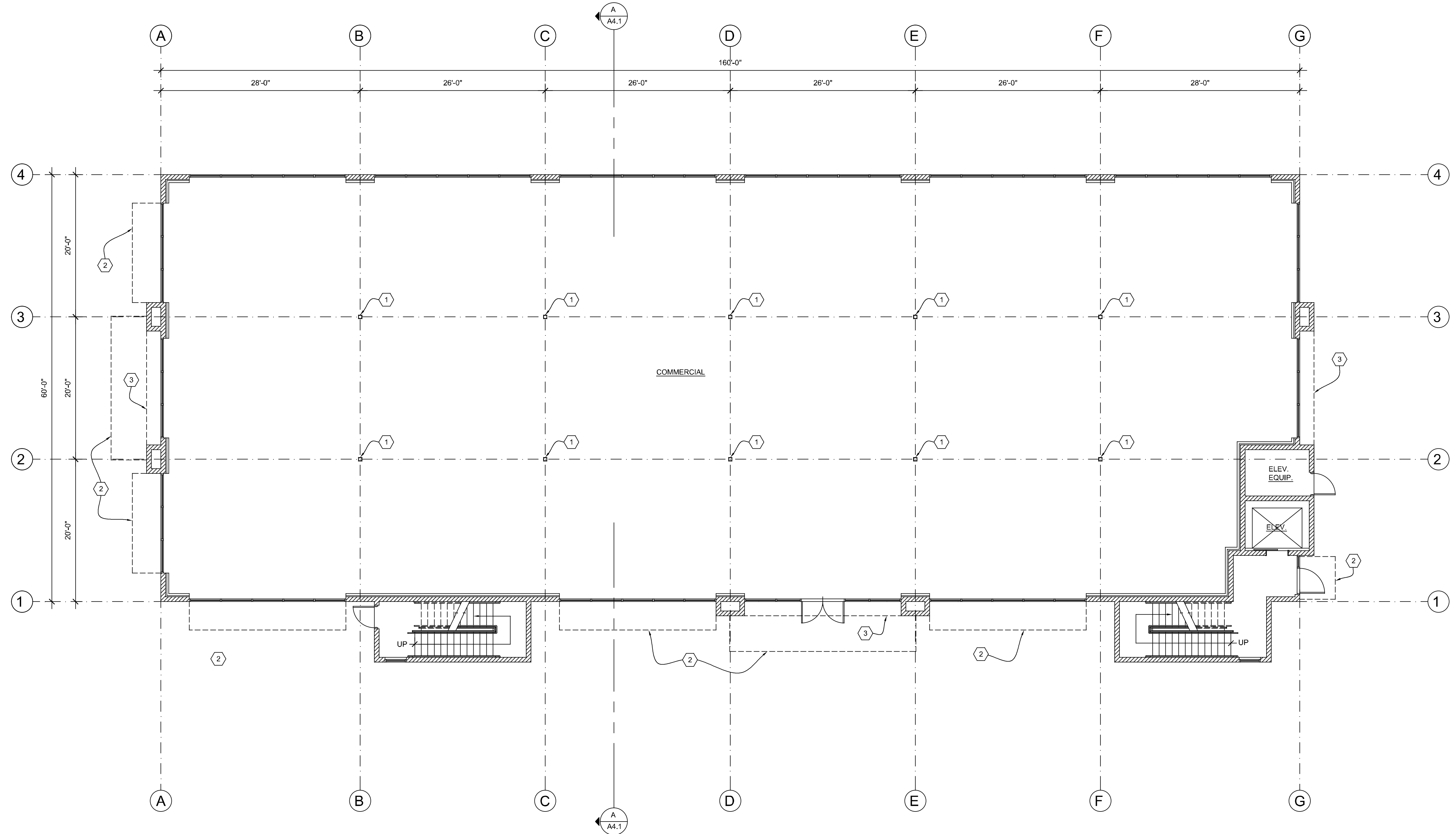
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SHEET TITLE:  
MAIN LEVEL  
COMMERCIAL  
FLOOR PLAN

SHEET NUMBER:

A2.1



CODE SUMMARY

BUILDING CODE:	2018 IBC WITH WASHINGTON AMENDMENTS
CONSTRUCTION TYPE:	VB
OCCUPANCY GROUP:	B/R2
BUILDING AREA:	10,005 S.F. (MAIN LEVEL) 9,785 S.F. (SECOND LEVEL) 19,790 TOTAL S.F.

- MAIN LEVEL  
FLOOR PLAN NOTES
- 1 STEEL COLUMN
  - 2 LINE OF AWING ABOVE
  - 3 LINE OF FLOOR ABOVE

WALL LEGEND

	STRUCTURAL BRICK
	WOOD STUDS

NORTH

MAIN LEVEL  
COMMERCIAL  
FLOOR PLAN  
1/8" = 1'-0"

REVISIONS



REAL LIVING  
MIXED USE DEVELOPMENT  
NW 38TH AVENUE  
CAMAS, WASHINGTON

DATE:  
AUGUST 12, 2021

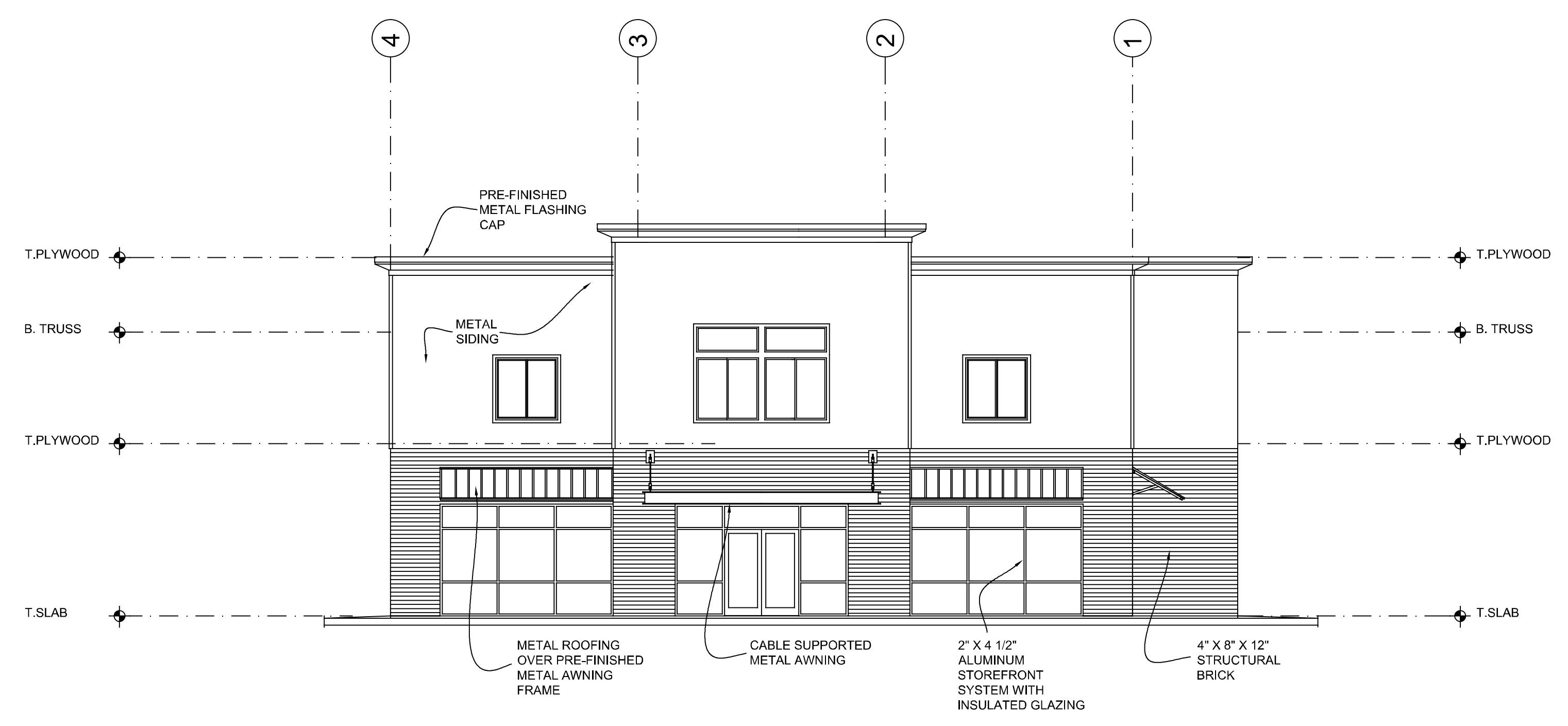
JOB NUMBER:

DRAWN BY:  
JAL

SHEET TITLE:  
EXTERIOR  
ELEVATIONS

SHEET NUMBER:

A3.1



NORTH ELEVATION  
1/8" = 1'-0"



WEST ELEVATION  
1/8" = 1'-0"

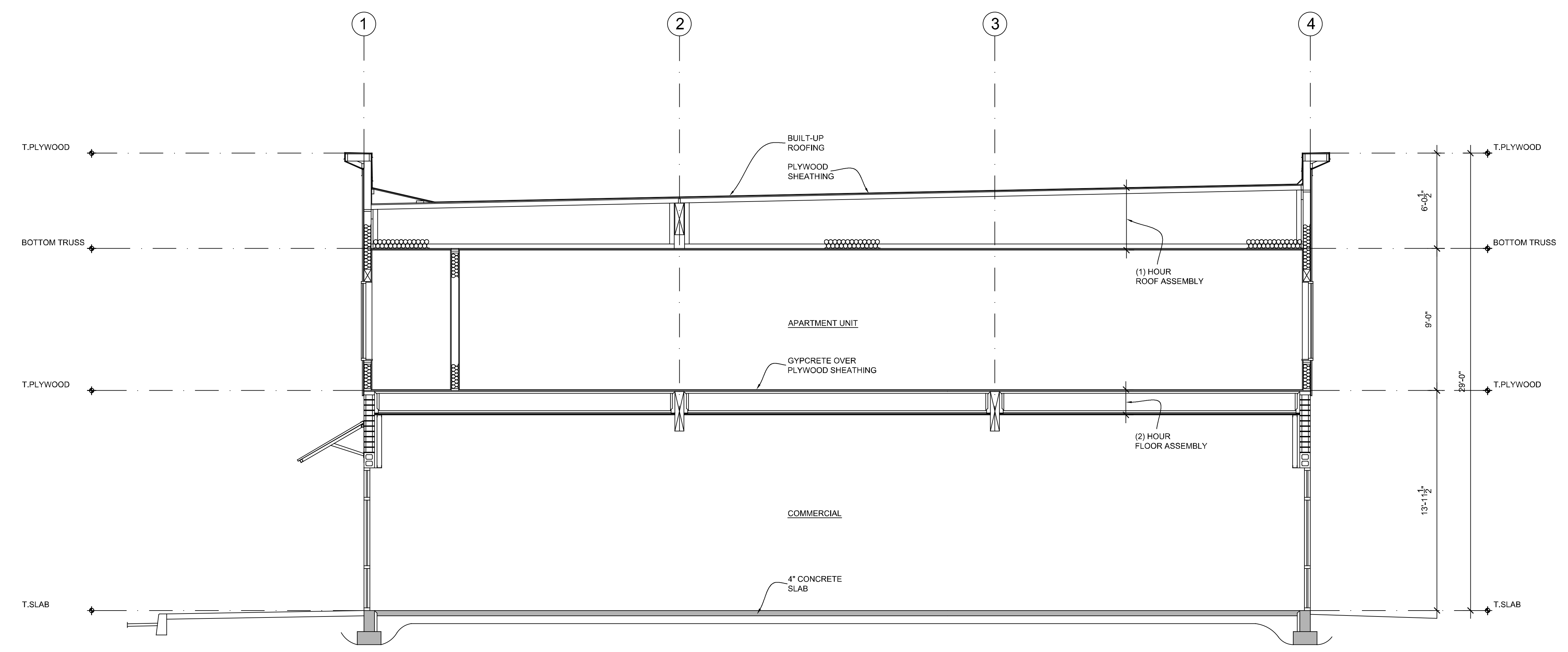
REVISIONS



**REAL LIVING**  
 MIXED USE DEVELOPMENT  
 NW 38TH AVENUE  
 CAMAS, WASHINGTON

DATE: AUGUST 12, 2021
JOB NUMBER:
DRAWN BY: JAL
SHEET TITLE: BUILDING SECTION
SHEET NUMBER:

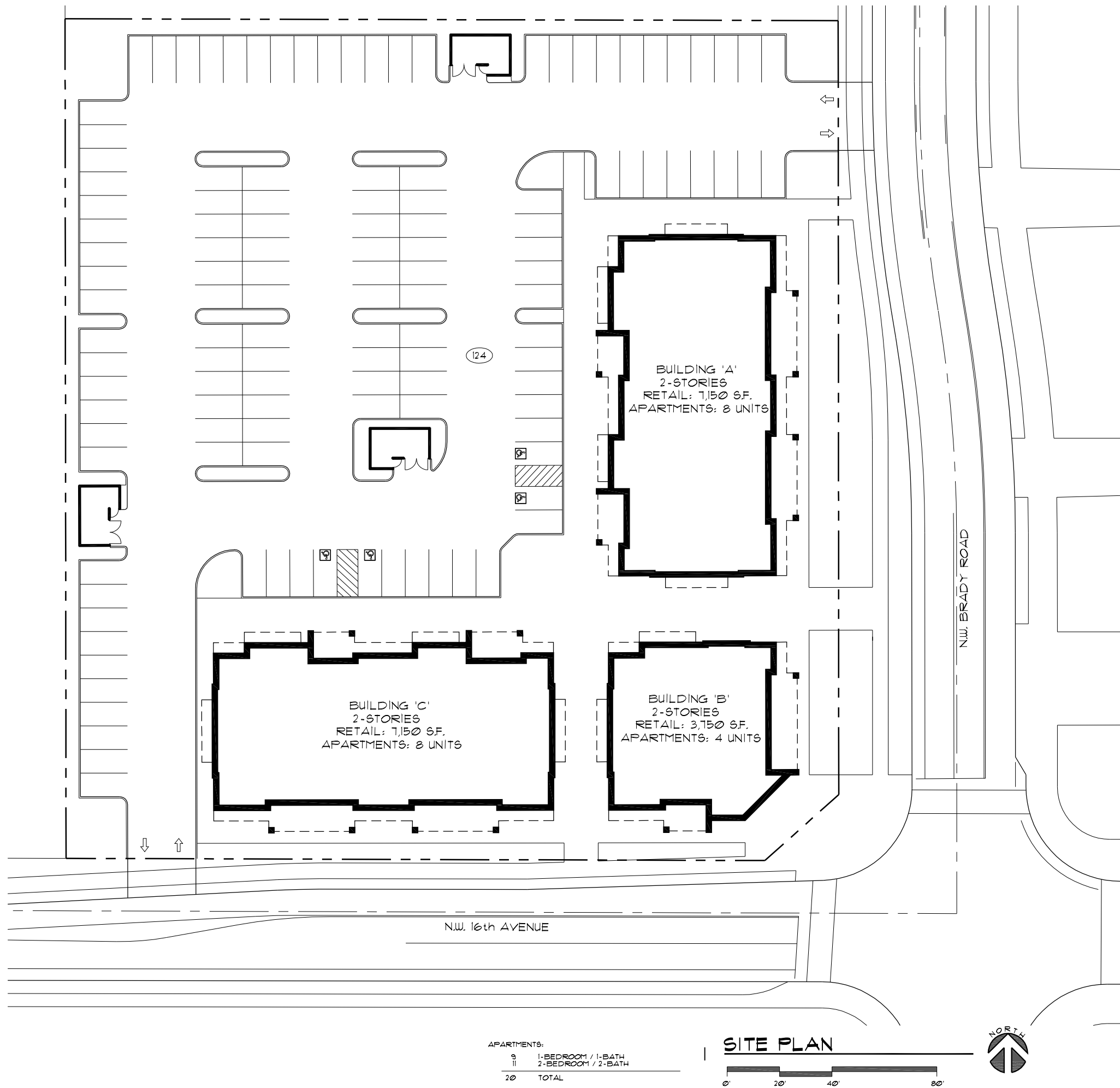
**A4.1**



**A**  
**A4.1** BUILDING SECTION  
 1/4" = 1'-0"







APARTMENTS:

9	1-BEDROOM / 1-BATH
11	2-BEDROOM / 2-BATH
20	TOTAL

**SITE PLAN**



Item 14.

**TILAND / SCHMIDT**  
 ARCHITECTS, P.C.  
 16101 SW 12th AVENUE  
 SUITE 135  
 PORTLAND, OR 97224  
 (503) 220-8511  
 FAX (503) 220-8518

**MAJ @ 16th & BRADY RD.**  
 CAMAS, WASHINGTON  
 MAJ DEVELOPMENT

PROJECT NO.  
**2021-154**

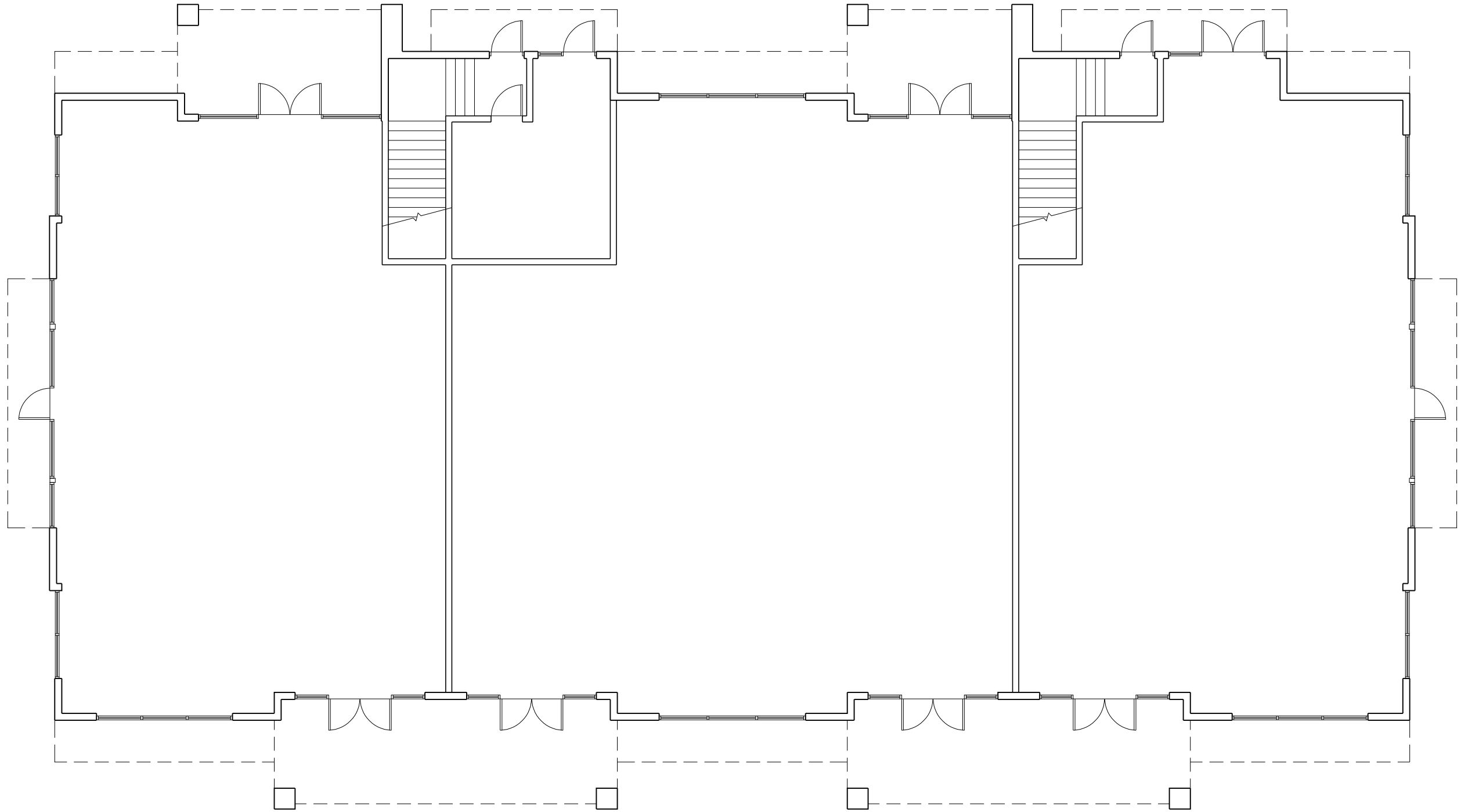
DATE :  
 06-18-2021  
 DRAWN BY :  
 GAH / CY  
 CHECKED BY :  
 FMS

REVISIONS

2021-154-sp4.dwg

SP

130



FIRST FLOOR PLAN

Item 14.

TILAND / SCHMIDT  
 ARCHITECTS, P.C.  
 16101 SW 12th AVENUE  
 SUITE 135  
 PORTLAND, OR 97224  
 (503) 220-8511  
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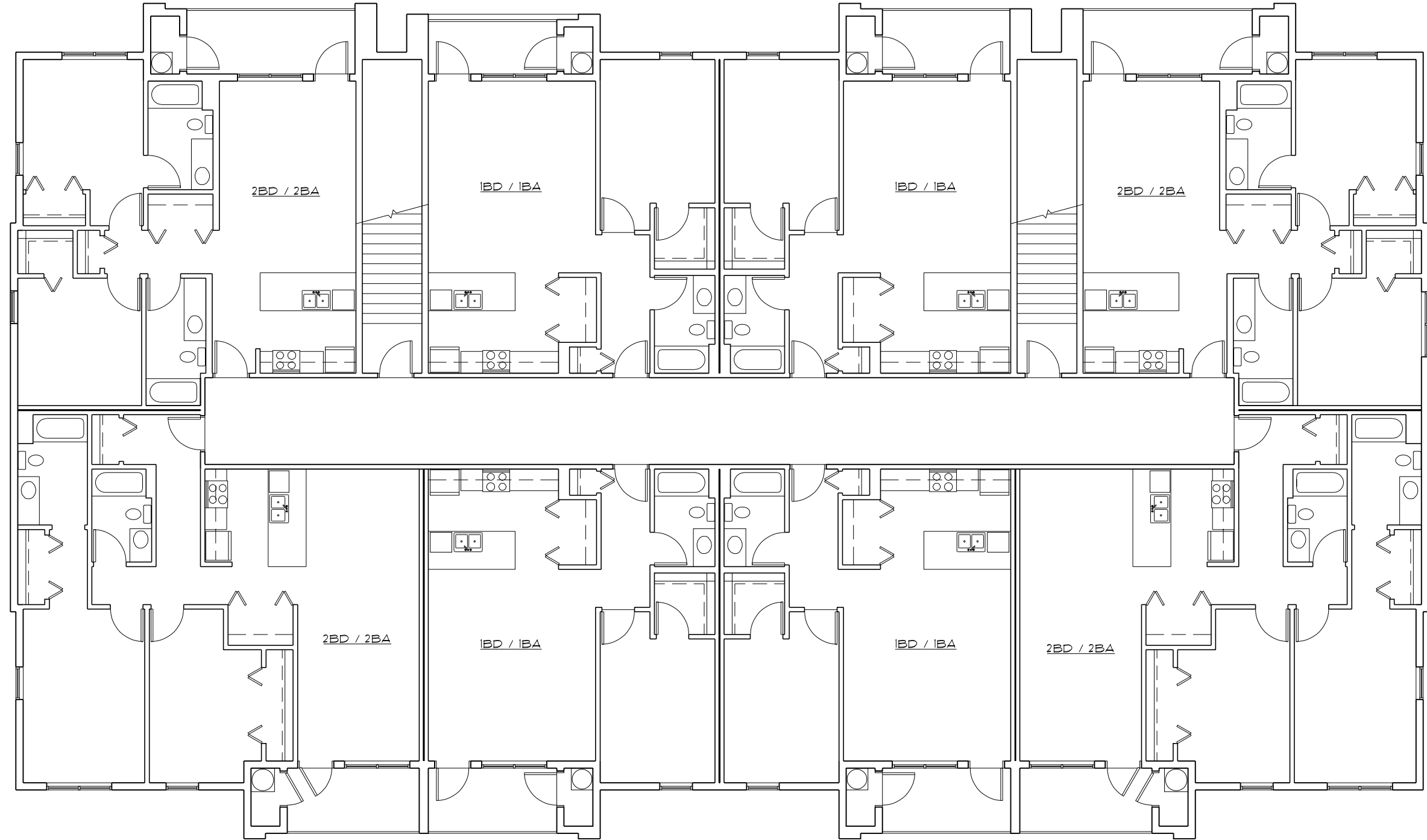
MAJ @ 16th & BRADY RD.  
 CAMAS, WASHINGTON  
 MAJ DEVELOPMENT

PROJECT NO. 2021-154
DATE : 06-18-2021
DRAWN BY : CY
CHECKED BY : FMS
REVISIONS
2021-154-design plans.dwg

131

TILAND / SCHMIDT ARCHITECTS, P.C.  
16101 SW 12th AVENUE SUITE 135  
PORTLAND, OR 97224  
(503) 220-8511  
FAX (503) 220-8518

MAJ @ 16th & BRADY RD.  
CAMAS, WASHINGTON  
MAJ DEVELOPMENT



SECOND FLOOR PLAN

PROJECT NO.  
2021-154

DATE :  
06-18-2021  
DRAWN BY :  
CY  
CHECKED BY :  
FMS

REVISIONS

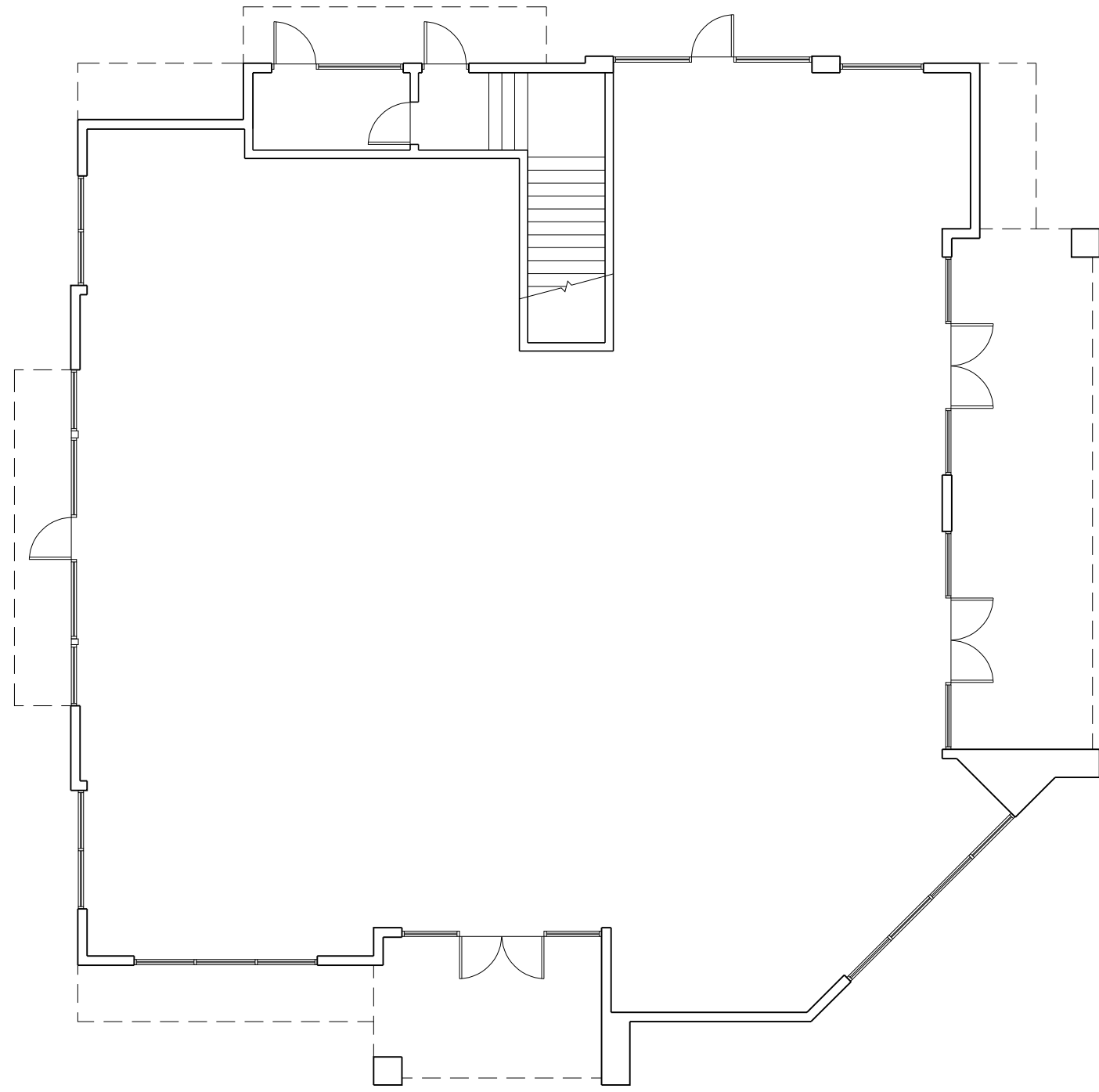
2021-154-design plans.dwg



Item 14.

TILAND /  
SCHMIDT  
ARCHITECTS, P.C.  
16101 SW 12nd AVENUE  
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MAJ @ 16th & BRADY RD.  
CAMAS, WASHINGTON  
MAJ DEVELOPMENT

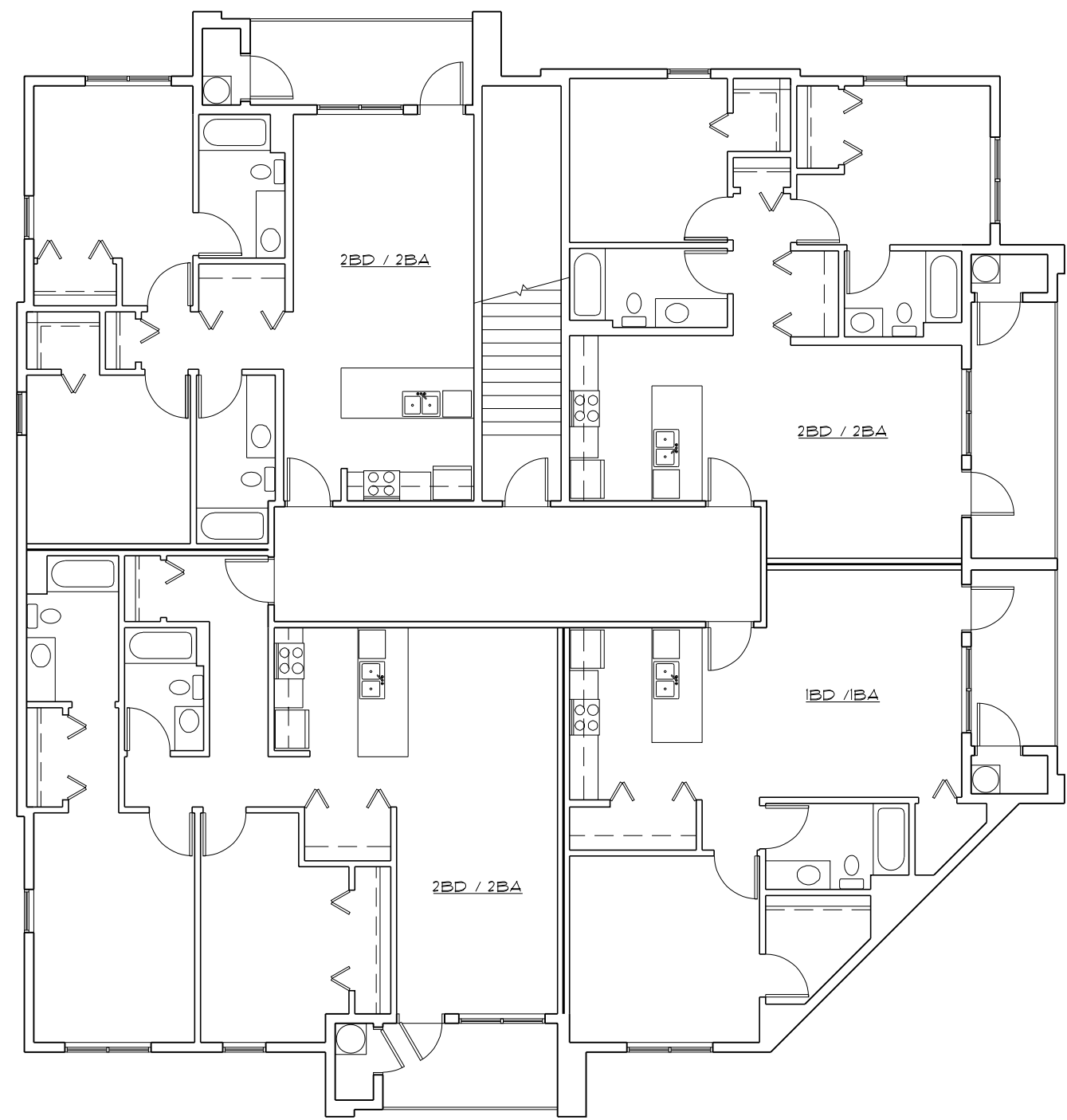


FIRST FLOOR PLAN

PROJECT NO. 2021-154
DATE : 06-18-2021
DRAWN BY : CY
CHECKED BY : FMS
REVISIONS
2021-154-design plans.dwg

TILAND / SCHMIDT ARCHITECTS, P.C.  
16101 SW 12nd AVENUE SUITE 135  
PORTLAND, OR 97224  
(503) 220-8511  
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MAJ @ 16th & BRADY RD.  
CAMAS, WASHINGTON  
MAJ DEVELOPMENT



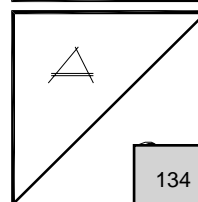
SECOND FLOOR PLAN

PROJECT NO.  
2021-154

DATE :  
06-18-2021  
DRAWN BY :  
CY  
CHECKED BY :  
FMS

REVISIONS

2021-154-design plans.dwg



Item 14.

TILAND / SCHMIDT ARCHITECTS, P.C.  
16101 SW 12nd AVENUE SUITE 135  
PORTLAND, OR 97224  
(503) 220-8511 FAX (503) 220-8516

MAJ @ 16th & BRADY RD.  
CAMAS, WASHINGTON  
MAJ DEVELOPMENT

PROJECT NO.  
2021-154

DATE :  
06-18-2021  
DRAWN BY :  
CY  
CHECKED BY :  
FM

REVISIONS

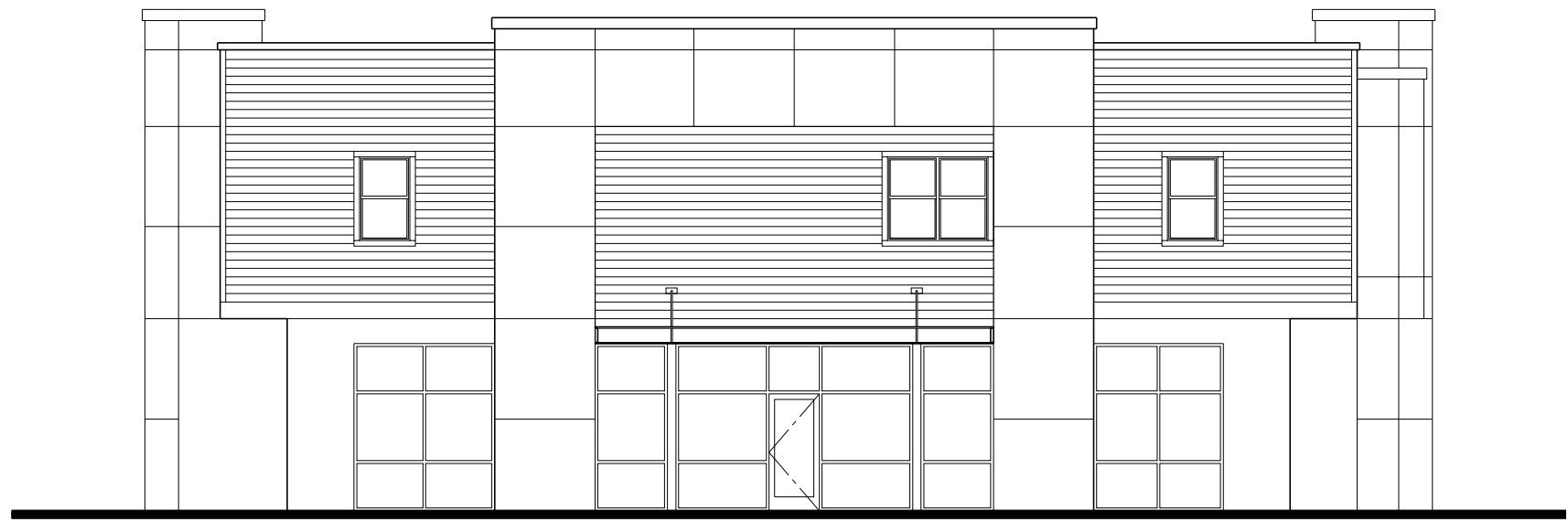
2021-154-design plans.dwg

135

EXHIBIT 16



1 STREET ELEVATION



2 SIDE ELEVATION



3 PARKING ELEVATION

TILAND / SCHMIDT ARCHITECTS, P.C.  
16101 SW 12th AVENUE SUITE 135  
PORTLAND, OR 97224  
(503) 220-8511  
FAX (503) 220-8518

MAJ @ 16th & BRADY RD.  
CAMAS, WASHINGTON  
MAJ DEVELOPMENT



1 SOUTH STREET ELEVATION



2 EAST STREET ELEVATION



3 WEST SIDE ELEVATION



4 NORTH SIDE ELEVATION

PROJECT NO. 2021-154
DATE : 06-18-2021
DRAWN BY : CY
CHECKED BY : FMS
REVISIONS
2021-154-design plans.dwg





EXHIBIT 18



EXHIBIT 19



EXHIBIT 20









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

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**Participate in this virtual Meeting with the online ZOOM application and/or by phone.**

**OPTION 1** – Join the virtual meeting from any device:

1. First-time ZOOM users, go to [www.zoom.us](http://www.zoom.us)
  - To download the free ZOOM Cloud Meetings app for your device
  - Or, click the Join Meeting link in the top right corner and paste - 91467401147
2. From any device click the meeting link <https://zoom.us/j/91467401147>
3. Enter your email and name, and then join webinar.
4. Wait for host to start the meeting.

**OPTION 2** – Join the virtual meeting from your phone (audio only):

1. Dial 877.853.5257
2. When prompted, enter meeting ID #91467401147, and then ###

**During Public Comment periods:**

1. Attendees may click the **raise hand icon** in the app and you will be called upon to comment for up to 3 minutes.
  - If listening by phone, hit \*9 to “raise your hand” and you will be called upon to comment for up to 3 minutes.
2. Residents can send public comments to [communitydevelopment@cityofcamas.us](mailto:communitydevelopment@cityofcamas.us).  
*These will be entered into the meeting record. Emails received by one hour before the start of the meeting will be emailed to the Meeting Body prior to the meeting start time. During the meeting, the clerk will read aloud the submitter's name, the subject, and the date/time it was received. Emails will be accepted until 1 hour received after the meeting and will be emailed to the Meeting Body no later than the end of the next business day.*

**CALL TO ORDER**

**ROLL CALL**

**MINUTES**

1. Approval of Minutes from the May 18, 2021 meeting.

[PC Minutes 051821.pdf](#) (0.05 MB)

**MEETING ITEMS**

2. Public Hearing for 2021 Annual Comprehensive Plan Amendment  
Presenter: Sarah Fox, Senior Planner

[Staff Report.pdf](#) (0.34 MB)

[1 - Application Vanport CPA21-01.pdf](#) (4.94 MB)

[2 - Comments from I Cap.pdf](#) (0.10 MB)

[3 - Comments from Pedwar Development.pdf](#) (0.06 MB)

[Presentation - 2021 CPA.pdf](#) (3.03 MB)

3. Public Hearing for Sessions Camas Municipal Code Amendment (File No. MC20-02)



Presenter: Sarah Fox, Senior Planner

Item 14.

[Staff Report for Public Hearing.pdf](#) (0.10 MB)

[1 - Sessions Code Amendment - MC20-02.pdf](#) (1.14 MB)

[2 - Email from Mike Odren 05-21-21.pdf](#) (0.39 MB)

[3 -Staff Report to PC Workshop 9-2020.pdf](#) (0.12 MB)

[Presentation for Sessions MC20-02.pdf](#) (0.55 MB)

#### **MISCELLANEOUS UPDATES**

#### **NEXT MEETING DATE**

The next Planning Commission Meeting is scheduled for July 20, 2021 at 7:00 p.m.

#### **ADJOURNMENT**



**Planning Commission Meeting Agenda  
Tuesday, June 15, 2021, 7:00 PM  
REMOTE PARTICIPATION**

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**CALL TO ORDER**

Commissioner Hein called the meeting to order at 7:01 p.m.

**ROLL CALL**

Commissioners Present: Tim Hein, Troy Hull, Mahsa Eshghi, Warren Montgomery, Shawn High, Georl Niles and Joe Walsh

Staff Present: David Schultz, Phil Bourquin, Robert Maul, Sarah Fox, and Madeline Sutherland

Council Liaison: Shannon Roberts

**MINUTES**

1. Approval of Minutes from the May 18, 2021, meeting.

**It was moved by Commissioner Niles and seconded by Commissioner Montgomery, to approve the minutes of the May 18, 2021, Planning Commission Meeting. The motion passed unanimously.**

**MEETING ITEMS**

2. Public Hearing for 2021 Annual Comprehensive Plan Amendment  
Presenter: Sarah Fox, Senior Planner

Sarah Fox reviewed the 2021 Annual Comprehensive Plan Amendment and responded to Commissioners questions. The application reviewed the application.

The following offered testimony:

Mike Foss 3535 Factoria Blvd Bellevue, WA

Chris Williams 4711 NW Camas Meadows Dr

**It was moved by Hull and seconded by Niles to approve the 2021 Annual Comprehensive Plan Amendment. The motion passed unanimously.**

3. Public Hearing for Sessions Camas Municipal Code Amendment (File No. MC20-02)  
Presenter: Sarah Fox, Senior Planner

Sarah Fox reviewed the Sessions CMC Amendment and responded to Commissioners questions. The applicant reviewed the application.

There was no public testimony.

**It was moved by Niles and seconded by High to not approve the Sessions CMC Amendment. The motion passed unanimously.**

### **MISCELLANEOUS UPDATES**

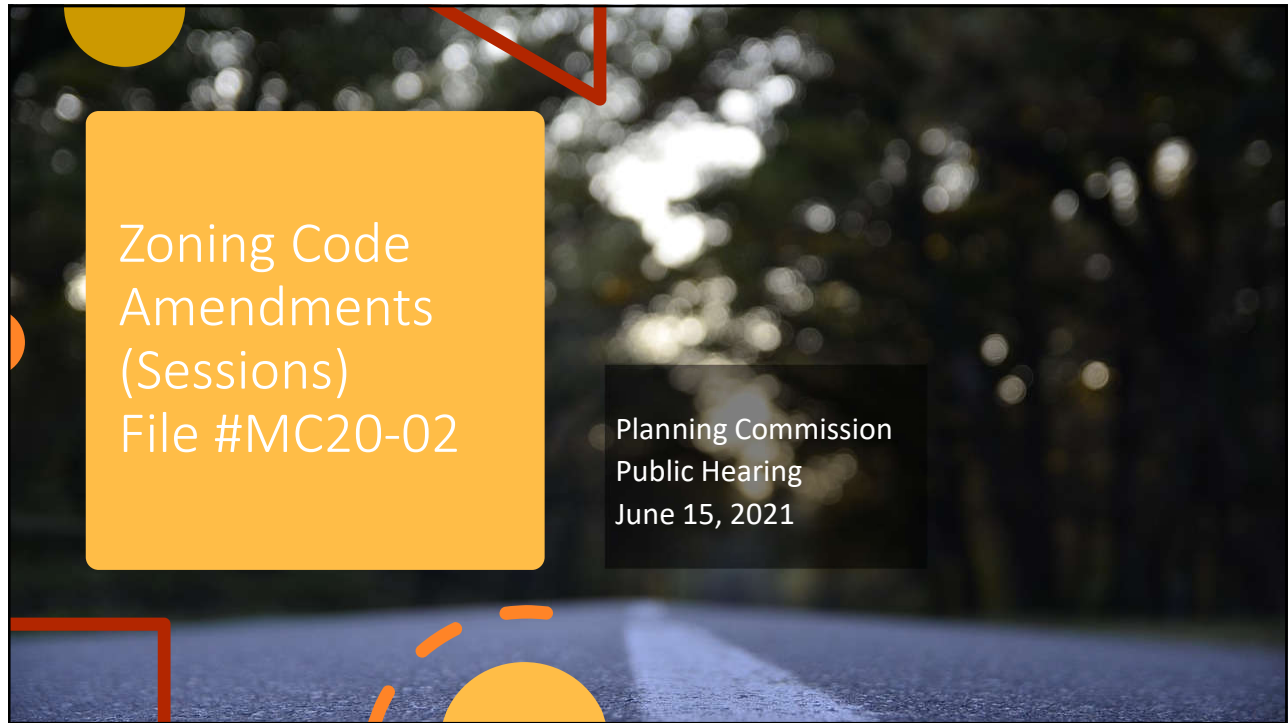
Robert Maul gave an update regarding city Covid-19 regulations.

### **NEXT MEETING DATE**

The July meeting is cancelled. The next Planning Commission Meeting is scheduled for August 17, 2021, at 7:00 p.m.

### **ADJOURNMENT**

The meeting adjourned at 9:12 p.m.



1

Proposal: Allow residential uses outright above first floor within these zones:

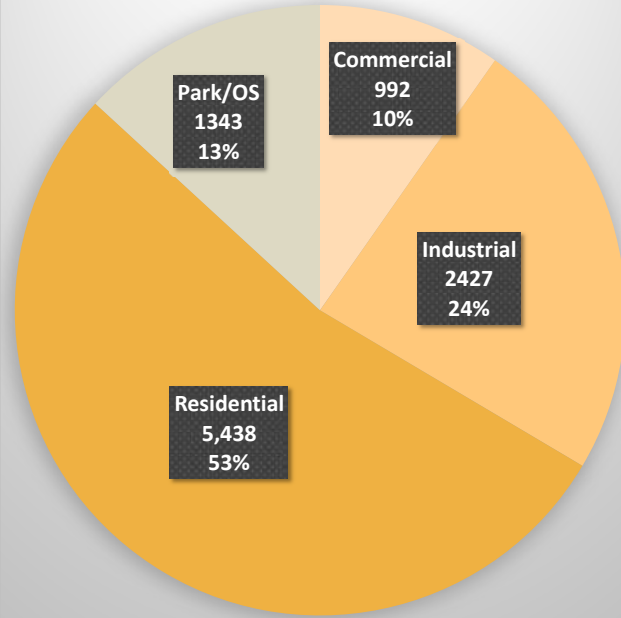
- Neighborhood Commercial Zone (NC)
- Community Commercial Zone (CC)
- Regional Commercial Zone (RC)

2

# Overview: Commercial Lands

- Change to zoning code is not property specific
- 992 total acres of commercial
- 845 acres of combined RC, CC, NC lands would be affected by change

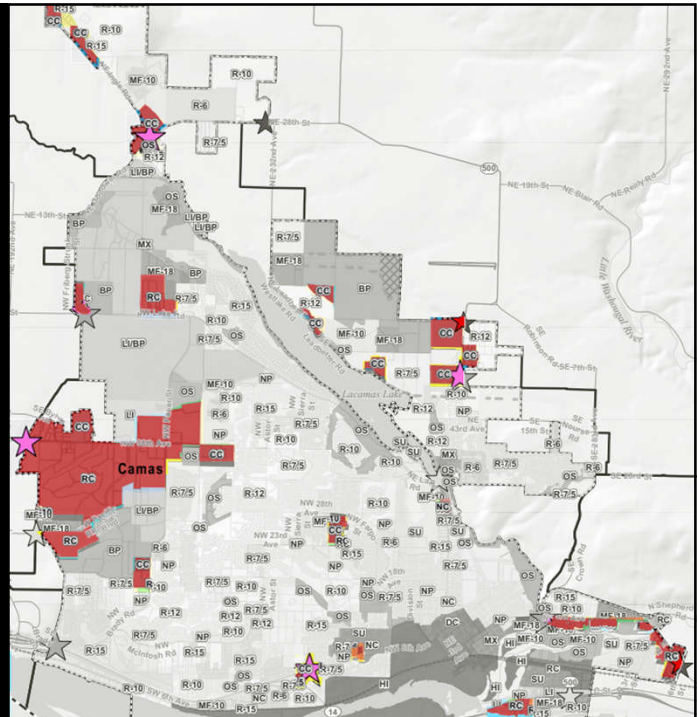
Land Use Designations (Acres)



3

# Overview: Commercial Lands

- Change to zoning code is not property specific
- 992 total acres of commercial
- 845 acres of combined RC, CC, NC lands would be affected by change



4

## Residential Development Standards

Zoning Districts	NC	DC	CC	RC	MX
<b>Dwelling Units</b> "n/a" • NC, CC and RC	n/a	None	n/a	n/a	24
"None" • DC	5,000	None	None	None	1,800
"24/units per acre" • Only MX	15' Front 10' Side	None	None	None	10' Front (max) 10' Side 25' Rear
<b>Note:</b> Table is an excerpt from CMC	35'	None	None	None	None

5

## Residential Uses

### Table Footnotes

7 = Residential uses may be outright permitted if part of a mixed-use building, where residential use is not located on the ground level; otherwise, it shall be a conditional use.

10 = Residential allowed per approved D.A. on 10 acres

Zoning Districts	NC	DC	CC	RC	MX
Duplex or two-family dwelling	X	C/P <sup>7</sup>	X	X	P
Apartment, multifamily development, row houses	X	C/P <sup>7</sup>	X/P <sup>10</sup>	X/P <sup>10</sup>	C
Single-family dwelling	X	X	X	X	P
Residence accessory to and connected with a business	P	P	P	X/P <sup>10</sup>	P

6

## Proposed Change

**Table Footnotes**

7: Residential uses may be outright permitted if part of a mixed-use building, where residential use is not located on the ground level; otherwise, it shall be a conditional use.

7a: Residential uses may be outright permitted if part of a mixed-use building, where residential use is not located on the ground level.

Zoning Districts	NC	DC	CC	RC	MX
Duplex or two-family dwelling	X	C/P <sup>7</sup>	X	X	P
Apartment, multifamily development, row houses	<del>X</del> <u>P<sup>7a</sup></u>	C/P <sup>7</sup>	<del>X</del> <u>P<sup>7a</sup></u> /P <sup>10</sup>	<del>X</del> <u>P<sup>7a</sup></u> /P <sup>10</sup>	C
Single-family dwelling	X	X	X	X	P
Residence accessory to and connected with a business	P	P	P	X/P <sup>10</sup>	P

7

# Next Steps

Questions for staff?

Conduct a public hearing, and forward recommendation to Council

Council will conduct a public hearing at future date

8

**STAFF REPORT**

Amendments to Camas Municipal Code

File No. MC20-02 (Sessions Code Amendment)

TO: **Tim Hein, Chair  
Planning Commission**

FROM: **Sarah Fox, Senior Planner**

DATE: **June 8, 2021**

APPLICANT: **Chad and Hollie Sessions,  
5410 NW 38<sup>th</sup> Avenue,  
Camas, WA 98607**      Applicant's Representative: **Mike Odren, Olson Engineering**

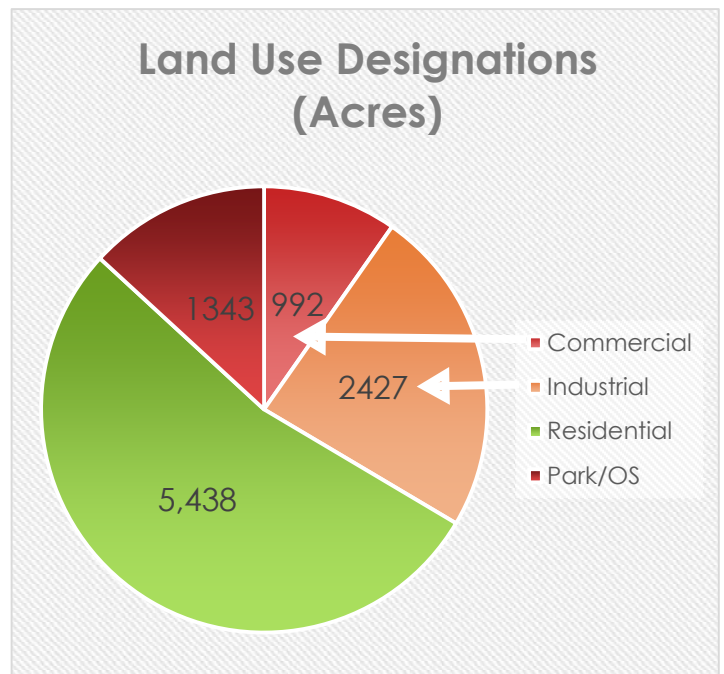
Compliance with State Agencies      The city anticipates issuing a State Environmental Policy Act (SEPA) determination of Non-Significance Non-Project Action prior to Council consideration.

**Summary:**

The applicants, Chad and Hollie Sessions, proposed an amendment to commercial zoning districts (RC, CC, and NC) to allow residential units for upper levels of a mixed use building where the ground floor is for commercial uses. This amendment would not apply to the Downtown Commercial (DC) and Mixed Use (MX) zones as they currently allow residential units as proposed.

**Discussion:**

The city's comprehensive plan, Camas 2035, demonstrates that the city will meet the housing and employment needs for a projected population growth of 1.26 percent per year. Based on an analysis of the capacity of the city for redevelopment and new development, the plan confirmed that we could accommodate a projected population increase of 11,255 persons with 11,182 jobs and 3,868 residential units within our current urban growth limits by 2035. This projection assumes that commercially zoned lands provide at least 20 jobs per acre.





Employment lands comprise only 34% of the city's total acreage (Commercial 10% and Industrial 24%). The application did not include information to demonstrate that 20 jobs per acre would still be achieved with their proposed change.

The applicant described that residential development such as apartments, live/work units, and residences associated with a business are currently allowed within several of the commercial zones with limitations. [CMC 18.07.030-Table 1](#), provides a list of allowed residential types in each of the five commercial zones, with some zones prohibiting a particular type where others allow it. The exception to this jumble of allowances is the MX Zone, which permits all residential development types, with only apartments/multifamily requiring conditional use approval. With that said, the mixed use zone is also the only commercial zone that limits residential density (refer to [CMC 18.09.030](#)). The applicant's proposed change to commercial zones would not limit residential units per acre.

Prior to code amendments in 2017 (Ord. 17-013) residential development in commercial zones were largely limited to Mixed Use Planned Developments or in the Downtown Commercial zone. In 2017, Footnote 10 allowed mixed use development on properties over 10 acres with an approved development agreement. In most part, the city's commercial and industrial zones (employment areas) continue to limit residential uses in favor of protecting those lands for jobs.

Camas 2035 did not anticipate providing services (utilities, transportation, parks, schools, or public safety) to the commercial areas at levels that are required within residential areas. The demand for public services such as parks, schools and emergency services vary between areas developed residentially than those areas developed for employment uses. For example, the city's 2014 Parks, Recreation and Open Space Comprehensive Plan has goals and policies that are focused on serving residential areas and does not include a goal for serving industrial and commercial areas. *"Locate neighborhood parks convenient to all residents of Camas. Residents should have a neighborhood park or connection to the trail system available within about ½ mile of their homes"* (PROS Plan, Goal 2).

The application did not analyze the uses currently allowed (CMC Ch. 18.07 Use Authorization) within the RC, CC, and NC zoning that would be incompatible with residential development. It is unknown whether the expansion of mixed use residential developments would deter future employers from locating in the city.

**CRITERIA OF APPROVAL – CMC 18.51.030**

**Finding**

<p>A. Impact upon the city of Camas comprehensive plan and zoning code;</p>	<p>Residential development above the ground floor is allowed in the DC and MX zones (110 acres). The amendment would allow residential development on upper floors in the remaining commercial zones (RC, NC, CC) that comprise 845 acres.</p>
<p>B. Impact upon surrounding properties, if applicable;</p>	<p>The applicant did not address the impacts to adjacent employment lands, as not all businesses are compatible with residential uses. It is unknown whether this change would deter businesses from locating in Camas.</p>
<p>C. Alternatives to the proposed amendment; and</p>	<p>No alternatives discussed at this time.</p>
<p>D. Relevant code citations and other adopted documents that may be affected by the proposed change.</p>	<p>The proposal would change CMC 18.07.030 along with the following comprehensive plan documents: City of Camas Transportation Plan; Camas Park, Recreation and Open Space Plan; and the applicable School District Capital Facilities Plans.</p>

**Finding:** The application does not include a full analysis of the impacts of an unspecified number of residential units being outright allowed within 845 acres of commercial land.

**Recommendation**

Staff recommends that the Commission conduct a public hearing, deliberate and forward a recommendation on the proposed amendments to Camas Municipal Code to City Council.



# Staff Report – Resolution

October 4, 2021 City Council Regular Meeting

Resolution No. 21-009 Amendment to Development Agreement with Green Mountain Land, LLC Pertaining to Green Mountain PRD  
Presenter: Steve Wall, Public Works Director  
Time Estimate: 5 min

Phone	Email
360.817.7899	swall@cityofcamas.us

**INTRODUCTION/PURPOSE/SUMMARY:** The City entered into a Purchase and Sale Agreement (PSA) with Terrell & Associates, LLC, et. al. effective December 1, 2020 regarding the donation of 60 acres to the City and purchase of 55 acres by the City. The parcels were originally a part of the Green Mountain Planned Residential Development (PRD) and identified as "Phase 3". The 60-acre donation of property to the City (shown below as "Parcel 1" in Figure 1) occurred in December 2020 and the PSA stipulated that the purchase of the remaining 55 acres for \$3.8 million (shown as "Parcel 2" in Figure 1) is to close no later than October 31, 2021. As a condition of closing, Section 3(j) of the PSA also requires that two existing development agreements associated with the Green Mountain PRD be amended to remove the donated and purchased parcels, and therefore the City, from any obligations associated with the Green Mountain PRD.

In accordance with CMC 18.55.340, a public hearing must be held before adopting any development agreement via ordinance or resolution. A Public Hearing was held at the City Council Regular Meeting on September 20, 2021 for an amendment to the Development Agreement between Green Mountain Land, LLC and the City recorded on January 6, 2015 under Clark County Auditor’s file number 5134733 pertaining to specific development requirements for the Green Mountain PRD.

### EQUITY CONSIDERATIONS:

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

- Adopt Resolution 21-009.

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

- N/A



**Figure 1: Green Mountain PRD Ph. 3 Donation and Purchase**

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

- The public hearing was held to provide opportunities for public comment and engagement on the proposed amendment.

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

- The City as a whole will benefit from this agenda item as it will remove the City from any obligations placed on the Green Mountain PRD through the existing development agreement.

What are the strategies to mitigate any unintended consequences?

- Review of the PSA occurred prior to signing and a public hearing was held to obtain public feedback.

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

- N/A

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

- N/A

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

- None

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

- N/A

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

- As discussed in previous staff reports, acquiring the Green Mountain Property meets multiple goals within the City's Comprehensive Plan and PROS Plan.

**RECOMMENDATION:** Staff recommends adopting Resolution 21-009 as presented.

## RESOLUTION NO. 21-009

A RESOLUTION approving the Amendment to Development Agreement between the City of Camas and Green Mountain Land, LLC, by providing for the removal of portions of the real property subject to the Agreement.

WHEREAS, the Council of the City of Camas has previously approved a Development Agreement with Green Mountain Land, LLC, dated January 6, 2015, and recorded under Auditor's File No. 5134733; and

WHEREAS, the City of Camas has acquired or will acquire a portion of said real property otherwise subject to the terms of the Development Agreement; and

WHEREAS, City and Green Mountain Land, LLC, have negotiated an Amendment to Development Agreement to remove said real property; and

WHEREAS, the City Council has conducted a public hearing according to law on the proposed Amendment to Development Agreement, at which time it considered testimony from all interested parties; and

WHEREAS, the City Council desires to approve the Amendment to the Development Agreement and authorize the recording thereof with the Clark County Auditor to remove the real property as described therein;

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

## I

That certain Amendment to Development Agreement between the City of Camas and Green Mountain Land, LLC, relating to real property located within the City's municipal boundaries is hereby approved. The Mayor is authorized and instructed to sign the Agreement on behalf of the City.

## II

Upon execution by all parties thereto, the Amendment to Development Agreement shall be

recorded with the Clark County Auditor, pursuant to the requirements of RCW 36.70B.190.

ADOPTED BY THE COUNCIL OF THE CITY OF CAMAS AND APPROVED BY THE  
MAYOR this 4th day of October, 2021.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney



# Staff Report – Resolution

October 4, 2021 City Council Regular Meeting

Resolution No. 21-010 Amendment to Development Agreement with Green Mountain Land, LLC Pertaining to Sewer Improvements  
Presenter: Steve Wall, Public Works Director  
Time Estimate: 5 min

Phone	Email
360.817.7899	swall@cityofcamas.us

**INTRODUCTION/PURPOSE/SUMMARY:** The City entered into a Purchase and Sale Agreement (PSA) with Terrell & Associates, LLC, et. al. effective December 1, 2020 regarding the donation of 60 acres to the City and purchase of 55 acres by the City. The parcels were originally a part of the Green Mountain Planned Residential Development (PRD) and identified as "Phase 3". The 60-acre donation of property to the City (shown below as "Parcel 1" in Figure 1) occurred in December 2020 and the PSA stipulated that the purchase of the remaining 55 acres for \$3.8 million (shown as "Parcel 2" in Figure 1) is to close no later than October 31, 2021. As a condition of closing, Section 3(j) of the PSA also requires that two existing development agreements associated with the Green Mountain PRD be amended to remove the donated and purchased parcels, and therefore the City, from any obligations associated with the Green Mountain PRD.

In accordance with CMC 18.55.340, a public hearing must be held before adopting any development agreement via ordinance or resolution. A Public Hearing was held at the City Council Regular Meeting on September 20, 2021 for an amendment to the Development Agreement between Green Mountain Land, LLC and the City recorded on February 5, 2016 under Clark County Auditor’s file number 5254840 pertaining to the provisions for sewer improvements.

**EQUITY CONSIDERATIONS:**

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

- Adopt Resolution 21-010.

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

- N/A





**Figure 1: Green Mountain PRD Ph. 3 Donation and Purchase**

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

- The public hearing was held to provide opportunities for public comment and engagement on the proposed amendment.

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

- The City as a whole will benefit from this agenda item as it will remove the City from any obligations placed on the Green Mountain PRD through the existing development agreement.

What are the strategies to mitigate any unintended consequences?

- Review of the PSA occurred prior to signing and a public hearing was held to obtain public feedback.

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

- N/A

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

- N/A

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

- None

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

- N/A

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

- As discussed in previous staff reports, acquiring the Green Mountain Property meets multiple goals within the City's Comprehensive Plan and PROS Plan.

**RECOMMENDATION:** Staff recommends adopting Resolution 21-010 as presented.

## RESOLUTION NO. 21-010

A RESOLUTION approving the Amendment to Development Agreement between the City of Camas and Green Mountain Land, LLC, by providing for the removal of portions of the real property subject to the Agreement.

WHEREAS, the Council of the City of Camas has previously approved a Development Agreement with Green Mountain Land, LLC, dated February 5, 2016, and recorded under Auditor's File No. 5254840; and

WHEREAS, the City of Camas has acquired or will acquire a portion of said real property otherwise subject to the terms of the Development Agreement; and

WHEREAS, City and Green Mountain Land, LLC, have negotiated an Amendment to Development Agreement to remove said real property; and

WHEREAS, the City Council has conducted a public hearing according to law on the proposed Amendment to Development Agreement, at which time it considered testimony from all interested parties; and

WHEREAS, the City Council desires to approve the Amendment to the Development Agreement and authorize the recording thereof with the Clark County Auditor to remove the real property as described therein;

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II

Upon execution by all parties thereto, the Amendment to Development Agreement shall be recorded with the Clark County Auditor, pursuant to the requirements of RCW 36.70B.190.

ADOPTED BY THE COUNCIL OF THE CITY OF CAMAS AND APPROVED BY THE MAYOR this 4th day of October, 2021.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney



# Staff Report – Resolution

October 4, 2021 City Council Regular Meeting

Resolution No. 21-011 Establishing use of the MRSC Rosters

Presenter: Steve Wall, Public Works Director

Time Estimate: 5 min

Phone	Email
360.817.7899	swall@cityofcamas.us

**BACKGROUND:** In accordance with RCW 39.04 and RCW 39.80, the City has the ability to procure services from contractors, vendors, consultants and to purchase supplies, materials and equipment through the use of a roster process. Through adoption of Resolutions 596 and 1159, the City has adopted the creation and use of city administered rosters, including a “Small Works Roster” used for public works contracts, and a “Professional Services Roster” used for obtaining consultant services. The City does not currently have a “Vendor Roster” for purchase of materials and supplies.

**SUMMARY:** The Municipal Research and Services Center (MRSC) has created the “MRSC Rosters” that are available for Washington cities, counties, and special purpose districts to procure services using a roster contracting process. For a nominal annual membership fee, public agencies throughout the State save staff time and financial resources by having MRSC provide an efficient and affordable way for managing a statewide Small Public Works, Consultant, and Vendor Roster.

MRSC Rosters currently provides service to over 625 agencies in the State. The MRSC Rosters have significantly more contractors, vendors and consultants identified in their database than the City currently has. Additionally, for the estimated membership fee of between \$425 and \$575, staff will no longer need to administer the roster process or maintain the individual rosters. Using the MRSC Rosters will also remove the need for companies who are already listed with MRSC, to also be listed on the City’s rosters. To staff’s knowledge, Camas is the last agency in our area to contract with MRSC for these services.

### EQUITY CONSIDERATIONS:

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

- Provide information to Council and the public regarding the availability and benefits of using the MRSC Rosters. Repeal Resolution No. 596 and Resolution No. 1159 and adopt the use of the MRSC Rosters for Small Works, Professional Services and Vendors.

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

- The MRSC Rosters have more businesses listed on each Roster that would be available for use by the City versus maintaining our own rosters.
- The cost to use MRSC Rosters is significantly less than the amount of staff time and resources needed to maintain our own rosters.

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

- N/A

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

- Contractors, consultants and vendors throughout the State are already familiar with the MRSC Rosters and many the City uses are already listed in the MRSC database and will not have to be listed in multiple rosters.
- The City will get the benefit of having MRSC maintain the rosters on our behalf and will benefit by having more contractors and consultants to choose from. Additionally, contracting with MRSC will give the City the ability to use a Vendor Roster for purchase of materials and supplies.

What are the strategies to mitigate any unintended consequences?

- There are over 600 agencies already using this service; the system has been proven to work throughout the State.

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

- No. All vendors, businesses, etc. can be listed on the MRSC Rosters if they desire.

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

- N/A

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

- MRSC only accepts agreements from public agencies twice per year. December 1, 2021 is the next cutoff date for acceptance of agreements.

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

- The City has procedures in place already regarding the use of Rosters as allowed by the Revised Code of Washington.

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

- N/A

**BUDGET IMPACT:** Staff will confirm the 5-year average Total Capital Expenditures as identified in the attached agreement, but it is anticipated the City's annual membership fee will be between \$425-\$575.

**RECOMMENDATION:** Staff recommends adopting Resolution No. 21-011 as presented.

## RESOLUTION NO. 21-011

A RESOLUTION OF THE CITY OF CAMAS, WASHINGTON, repealing Resolutions 1159 and 596, 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 39.04.155 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:

## SECTION I

Resolution No. 1159 is hereby repealed.

## SECTION II

Resolution No. 596 is hereby repealed.

## SECTION III

**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.

## SECTION IV

**Small Public Works Roster.** The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:

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



39.04.155, currently Three Hundred Fifty Thousand Dollars (\$350,000.00), as may be amended by State Law, which includes the costs of labor, material, equipment, sales, or use taxes as applicable. 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.

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.

#### SECTION V

**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.

**Section 6. 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 at a regular Council meeting this 4th day of October, 2021.

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, quotations may be invited from at least five 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 two hundred fifty thousand dollars (\$250,000) to three hundred fifty thousand dollars (\$350,000) under RCW 39.04.155 (1)(c), the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by:
- (i) publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
  - (ii) mailing a notice to these contractors; or
  - (iii) sending a notice to these 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. **Limited Public Works Process.** If a work, construction, alteration, repair, or improvement where the estimated cost does not exceed the threshold in RCW 39.04.155, currently Fifty Thousand Dollars (\$50,000), as may be amended by State Law, the City may award such a contract using the limited public works process provided under RCW 39.04.155 (3). For a limited public works project, the City will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.

For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, material men, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

The City shall maintain a list of the contractors contacted and the contracts awarded during the previous twenty-four months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

3. **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 responsibility criteria established by the City.
4. **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 21-002, 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 21-002, 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 21-002, 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.

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](http://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

October 4, 2021 City Council Regular Meeting

Green Mountain Parcel 2 Acquisition Approval

Presenter: Steve Wall, Public Works Director

Time Estimate: 5 min

Phone	Email
360.817.7899	swall@cityofcamas.us

**INTRODUCTION/PURPOSE/SUMMARY:** The City entered into a Purchase and Sale Agreement (PSA) with Terrell & Associates, LLC, et. al. effective December 1, 2020 regarding the donation of 60 acres to the City and purchase of 55 acres by the City. The parcels were originally a part of the Green Mountain Planned Residential Development (PRD) and identified as "Phase 3". The 60-acre donation of property to the City (shown below as "Parcel 1" in Figure 1) occurred in December 2020. The value of the Parcel 1 donation at the time was approximately \$15.5 million.

The PSA stipulated that the City would purchase the remaining 55 acres for \$3.8 million (shown as "Parcel 2" in Figure 1). Both parties agreed to close on Parcel 2 no later than October 31, 2021. Staff has completed a due diligence review of all documents provided and all of the conditions identified in the purchase and sale agreement have been completed or are nearing completion. Both parties should be ready to close by October 31<sup>st</sup> as required by the PSA.

### EQUITY CONSIDERATIONS:

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

- Acquisition of 55 acres of real property in support of the City's parks, open space, and trail systems. The 55 acre purchase is adjacent to 60 acres of donated land with the total 115 acres encompassing Green Mountain and the property to the west out to Ingle Road.

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

- N/A

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

- The Community will be included further once planning for the property begins.



**Figure 1: Green Mountain PRD Ph. 3 Donation and Purchase**

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

- The City as a whole will benefit from this agenda item as an additional 115 acres will be added to the City's parks and open space network.

What are the strategies to mitigate any unintended consequences?

- Review of the PSA by staff and the City Council occurred in 2020 prior to signing the purchase and sale agreement. Subsequently, staff has been in communication with the sellers to research the exceptions noted on title and complete other due diligence associated with Parcel 2.
- Staff went on a site visit with the Sellers to walk the property and receive additional verbal information from the Sellers regarding the property.
- An appraisal was completed on the 115 acres in September 2020 by the Sellers that placed a value on Parcel 2 of \$4.6 million. Staff hired an appraiser to complete an appraisal review to confirm the value of the Parcel 2 property was greater than the \$3.8 million purchase price.

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

- N/A

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

- N/A

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

- None

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

- N/A

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

- The City's adopted Parks, Recreation and Open Space (PROS) Plan identifies the desire to include parks and open space around Green Mountain, including improving public access and potentially creating a viewpoint at the top of the mountain. The general area in question is also identified in other County-wide planning documents and efforts, including the Clark County PROS Plan and the Clark County Conservation Areas Acquisition Plan. The area is also adjacent to and in close proximity to other parks and open space already owned by the City, County, Department of Natural Resources, and the Camas School District and will ultimately be a key location for the connections of the Vancouver Lake-to-Lacamas Lake Trail and trail connections to Camp Bonneville and the Lacamas Heritage Trail.

**BUDGET IMPACTS:** The purchase price for the 55 acre "Parcel 2" is \$3.8 million. The City will initially purchase the property using the City's Line of Credit; however, ultimately, staff is proposing that the purchase price be included in the issuance of an upcoming General Obligation Bond. A combination of Park Impact Fees (PIFs) and Real Estate Excise Tax (REET) will be used to pay the debt service of the bond. Staff has confirmed there is capacity projected within the PIF and REET accounts to support this acquisition.

**RECOMMENDATION:** In accordance with the Purchase and Sale Agreement, staff recommends authorizing the Mayor, or designee, to execute the closing documents for the acquisition of real property at Green Mountain (Clark County Parcel No. 986047279) from Terrell & Associates, LLC. et. al. at a purchase price of \$3,800,000.

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”), dated effective as of December 1, 2020 (the “**Effective Date**”), is entered into between Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest (each, a “**Seller**” and collectively, “**Sellers**”), and City of Camas, Washington, a Washington municipal corporation (“**Buyer**”).

### Recitals

A. Sellers own approximately one hundred fifteen (115) acres of unimproved land situated in Clark County, Washington. Such unimproved land consists of two parcels that are hereinafter referred to as “**Parcel 1**” and “**Parcel 2**.” Parcel 1 is legally described on Exhibit A attached hereto, and its approximate location is depicted on the map attached hereto as Exhibit B. Parcel 2 is legally described on Exhibit C attached hereto, and its approximate location is depicted on Exhibit B attached hereto. Parcel 1 and Parcel 2 shall hereinafter from time to time be collectively referred to as the “**Property**.”

B. It is the intention of Sellers and Buyer that Sellers, on or before December 31, 2020, will donate Parcel 1 to Buyer and that Buyer will purchase Parcel 2 from Sellers on or before October 31, 2021.

### Agreement

1. **Donation of Parcel 1.** Sellers shall donate Parcel 1 to Buyer pursuant to the terms and conditions as set forth in this Agreement (the “**Parcel 1 Donation**”).

(a) **Parcel 1 Closing.** Sellers’ donation of Parcel 1 to Buyer shall close at or through the office of Stewart Title Guaranty Company (the “**Title Company**”) at 210 E. 13<sup>th</sup> Street, Suite 200, Vancouver, Washington 98660, Attention: Janice Mann, on a date selected by Buyer that (a) is reasonably acceptable to Sellers and (b) occurs on or before December 31, 2020 (the “**Parcel 1 Closing**”). The Parcel 1 Closing shall occur when the Parcel 1 Deed, as such term is defined in Section 1(b)(i)(A) of this Agreement, is recorded in the Records of Clark County, Washington. The date on which the Parcel 1 Closing occurs shall be referred to in this Agreement as the “**Parcel 1 Closing Date**.”

(b) **Deliveries to the Title Company.**

(i) **By Sellers.** On or before the Parcel 1 Closing Date, Sellers shall deliver the following in escrow to the Title Company:

(A) A bargain and sale deed (the “**Parcel 1 Deed**”), executed and acknowledged by Sellers, in the form attached hereto as Exhibit D, conveying Parcel 1 to Buyer.

(B) The Easement Agreement (as such term is defined in Section 1(i) of this Agreement), executed and acknowledged by Sellers.

(C) A Real Estate Excise Tax Affidavit and a Real Estate Excise Tax Supplemental Statement (stating that the Parcel 1 Donation is exempt from the real estate excise tax as a gift), executed on behalf of Sellers.

(D) A certification from Sellers, or a certification from each Seller, representing that no Seller is a “foreign person” as defined in Internal Revenue Code Section 1445.

(E) Such proof of Sellers’ authority and authorization to enter into this Agreement and consummate the Parcel 1 Donation, and such proof of the power and authority of the person or persons executing or delivering any instruments, documents, or certificates on behalf of Sellers to act for and bind Sellers, as may be reasonably required by the Title Company.

(ii) **By Buyer.** On or before the Parcel 1 Closing Date, Buyer shall deliver the following in escrow to the Title Company:

(A) A Real Estate Excise Tax Affidavit and a Real Estate Excise Tax Supplemental Statement (stating that the Parcel 1 Donation is exempt from the real estate excise tax as a gift), executed by Buyer.

(B) The Easement Agreement, executed and acknowledged by Buyer.

(C) The amount due to Sellers, if any, after the adjustments and prorations are calculated in accordance with Sections 1(d) and 1(e) of this Agreement.

(D) A written acknowledgment pursuant to Section 170(f)(8) of the Internal Revenue Code (the “**Code**”) and 26 CFR § 1.170A-13(f) (the “**Parcel 1 Written Acknowledgment**”), in form and content satisfactory to Sellers, which, among other things, (i) describes the non-cash contribution as Parcel 1 and (ii) states that no goods or services were provided by Buyer to Sellers as consideration for the Parcel 1 Donation.

(E) Such proof of Buyer’s authority and authorization to enter into this Agreement and consummate the Parcel 1 Donation, and such proof of the power and authority of the person or persons executing or delivering any instruments, documents, or certificates on behalf of Buyer

to act for and bind Buyer, as may be reasonably required by the Title Company.

(c) **Title Insurance for the Parcel 1 Donation.** If Buyer purchases an owner's policy of title insurance for the Parcel 1 Transaction, Sellers shall pay, at the Parcel 1 Closing, an amount equal to one-half of the cost of the premium for such policy of title insurance; provided, however, that (i) in no event shall Sellers be obligated to pay more than one-half of the premium for a standard owner's policy of title insurance, and (ii) in no event shall the amount of the title insurance coverage purchased by Buyer for which Sellers are obligated to pay one-half of the premium exceed the amount of the appraised value of Parcel 1, as such value is reflected in Sellers' appraisal. The amount payable by Sellers pursuant to this Section 1(d) shall hereinafter be referred to as "**Sellers' Contribution to Buyer's Parcel 1 Title Policy.**"

(d) **Adjustments for the Parcel 1 Donation.** At the Parcel 1 Closing, Sellers shall pay for one-half of all escrow fees and costs charged by the Title Company in connection with the Parcel 1 Donation; one-half of the real estate excise tax (to the extent the Parcel 1 Donation is not exempt from the real estate excise tax) and one-half of any other real property transfer or excise taxes arising from the conveyance of Parcel 1 to Buyer; Sellers' share of prorations pursuant to Section 1(e) of this Agreement; one-half of the cost of recording the Easement Agreement; and Sellers' Contribution to Buyer's Parcel 1 Title Policy. At the Parcel 1 Closing, Buyer shall pay all costs and expenses relating to the recordation of the Parcel 1 Deed; one-half of all escrow fees and costs; one-half of the real estate excise tax (to the extent the Parcel 1 Donation is not exempt from the real estate excise tax) and one-half of any other real property transfer or excise taxes arising from the conveyance of Parcel 1 to Buyer; Buyer's share of prorations pursuant to Section 1(e) of this Agreement; and one-half of the cost of recording the Easement Agreement. Buyer and Sellers shall pay their own respective legal and professional fees.

(e) **Prorations for the Parcel 1 Donation.** Buyer represents and warrants that it is exempt from all real property taxes. Real property taxes and other assessments with respect to Parcel 1 for the tax or assessment year in which the Closing occurs shall be prorated as of the Parcel 1 Closing Date. For the purpose of calculating prorations, Buyer will be deemed to be in title to Parcel 1 and entitled to the income and responsibility for the expenses therefor, beginning at 12:01 a.m. on the Parcel 1 Closing Date. Such prorations shall be paid at the Parcel 1 Closing by Buyer to Sellers (if the prorations result in a net credit to Sellers) or by Sellers to Buyer (if the prorations result in a net credit to Buyer).

(f) **Sellers' Contingencies for the Parcel 1 Closing.** In addition to the other conditions set forth in this Agreement, Sellers' obligations to deliver the Parcel 1 Deed and to proceed with the Parcel 1 Closing are subject to each of the following conditions:

(i) Buyer having complied in all material respects with all of Buyer's covenants and obligations to be performed under this Agreement, and the representations and warranties of Buyer set forth in this Agreement shall, in all

material respects, as of the Effective Date and the Parcel 1 Closing Date, be true and complete.

(ii) Buyer's delivery to the Title Company, on or before the Parcel 1 Closing Date, of any amounts due to Sellers or the Title Company pursuant to Sections 1(d) and 1(e) this Agreement or any other provision of this Agreement.

(iii) Sellers' receipt from Buyer of the Parcel 1 Written Acknowledgment in form and content satisfactory to Sellers.

(iv) Buyer's execution and delivery to the Title Company of the Easement Agreement, in form and content satisfactory to Sellers in Sellers' sole discretion, for recordation in the Records of Clark County, Washington, on the Parcel 1 Closing Date.

(v) Buyer's delivery to the Title Company, on or before the Parcel 1 Closing Date, of each of the items described in Section 1(b)(ii) of this Agreement.

(g) **Buyer's Contingencies for the Parcel 1 Closing.** In addition to the other conditions set forth in this Agreement, Buyer's obligations to accept the Parcel 1 Donation and proceed with the Parcel 1 Closing are subject to the satisfaction of each of the following conditions:

(i) Sellers having complied in all material respects with all of Sellers' covenants and obligations to be performed under this Agreement.

(ii) Sellers' execution and delivery to Buyer or the Title Company of the Easement Agreement, in form and content satisfactory to Buyer in Buyer's sole discretion, for recordation in the Records of Clark County, Washington, on the Parcel 1 Closing Date.

(iii) Sellers' delivery to the Title Company, on or before the Parcel 1 Closing Date, of each of the items described in Section 1(b)(i) of this Agreement.

(h) **Remedies for Breach of the Parcel 1 Donation.**

(i) **Buyer's Remedies.** If the conditions set forth in Section 1(f) of this Agreement are satisfied or are waived by Sellers, and Sellers fail to convey Parcel 1 to Buyer as the result of Sellers' failure to perform as required under this Agreement, through no fault of Buyer, Buyer's sole remedy shall be to terminate this Agreement, in which event the Earnest Money shall be promptly refunded to Buyer, and Sellers shall have no obligation to convey Parcel 2 to Buyer. In no event shall Sellers be liable to Buyer for any damages, including, without limitation, punitive, special, consequential, indirect, and/or lost profits damages.

(ii) **Sellers' Remedies.** If the conditions set forth in Section 1(g) of this Agreement are satisfied or are waived by Buyer, and the Parcel 1 Closing fails to occur as the result of Buyer's failure to perform as required under this

Agreement, through no fault of Sellers, Sellers' sole remedy hereunder shall be to terminate this Agreement, in which event the Earnest Money (as such term is defined in Section 2(b) of this Agreement) shall be promptly refunded to Buyer, and Sellers shall have no obligation to convey Parcel 1 or Parcel 2 to Buyer.

(i) **Buyer's Cooperation with Sellers for the Parcel 1 Donation.** Buyer agrees, at no cost or expense to Buyer, to reasonably cooperate with Sellers in connection with effecting the Parcel 1 Donation and with Sellers' efforts to receive a charitable tax deduction from such donation. Such cooperation shall include, without limitation, executing and delivering to the Title Company or to Sellers the Parcel 1 Written Acknowledgment and any other documents reasonably requested by Sellers.

(j) **Easement Agreement.** It is the intention of Sellers and Buyer to negotiate and enter into, at the time of the Parcel 1 Closing, a form of easement agreement (the "**Easement Agreement**") pursuant to which Buyer shall grant Sellers, as owners of Parcel 2, an easement for access and utilities from a designated location on Parcel 2, over and across a designated portion of Parcel 1, to a designated location on N.E. Ingle Road. The Easement Agreement shall be recorded on the Parcel 1 Closing Date and shall not be subject or subordinate to any liens or encumbrances created by or for Buyer. Upon the Parcel 2 Closing (as such term is defined in Section 2(d) of this Agreement), Sellers shall execute such commercially reasonable instruments that may be requested by Buyer to effect a termination of the Easement Agreement.

2. **Purchase and Sale of Parcel 2.** Sellers shall sell to Buyer and Buyer shall purchase from Sellers Parcel 2 pursuant to the terms and conditions of this Agreement (the "**Parcel 2 Transaction**").

(a) **Parcel 2 Purchase Price.** The purchase price for Parcel 2 (the "**Parcel 2 Purchase Price**") shall be the sum of \$3,800,000. Sellers and Buyer agree that an appraisal commissioned by Sellers ("**Sellers' Appraisal**") indicates that Parcel 2 has an appraised market value of \$4,600,000; and Sellers intend that the difference between such appraised value and the Parcel 2 Purchase Price will be deemed to be a charitable contribution to Buyer pursuant to Section 501(c)(3) of the Code.

(b) **Payment of the Parcel 2 Purchase Price.** Within five (5) days after the Execution Date (defined in Section 3(x) of this Agreement), Buyer shall deposit into escrow with the Title Company, as earnest money, the sum of One Hundred Thousand Dollars (\$100,000) (the "**Earnest Money**"). The Earnest Money shall be nonrefundable to Buyer except as otherwise set forth in this Agreement. At the Parcel 2 Closing (as such term is defined in Section 2(d) of this Agreement), the Earnest Money shall be credited toward payment of the Parcel 2 Purchase Price.

(c) **Balance of the Parcel 2 Purchase Price.** On or before the Parcel 2 Closing Date, Buyer shall deposit into escrow with the Title Company, in the form of cash, wire transfer of funds, or a cashier's check, the balance of the Parcel 2 Purchase Price, which shall be an amount equal to the Parcel 2 Purchase Price less the amount of



Earnest Money deposited by Buyer with the Title Company, subject to adjustments and credits as set forth in Sections 2(f) and 2(g) of this Agreement.

(d) **Parcel 2 Closing.** Sellers' conveyance of Parcel 2 to Buyer shall close at or through the office of the Title Company on a date selected by Buyer that is reasonably acceptable to Sellers and is not later than October 31, 2021 (the "**Parcel 2 Closing**"). The Parcel 2 Closing shall occur when the Parcel 2 Deed (as such term is defined in Section 2(e)(i)(A) of this Agreement) is recorded and the Parcel 2 Purchase Price is disbursed to Sellers. The date on which the Parcel 2 Closing occurs shall be referred to in this Agreement as the "**Parcel 2 Closing Date.**"

(e) **Deliveries to the Title Company.**

(i) **By Sellers.** On or before the Parcel 2 Closing Date, Sellers shall deliver the following in escrow to the Title Company:

(A) A Bargain and Sale Deed, executed and acknowledged by Sellers, in the form attached hereto as Exhibit E (the "**Parcel 2 Deed**"), conveying Parcel 2 to Buyer.

(B) A Real Estate Excise Tax Affidavit, executed on behalf of Sellers.

(C) A certification from Sellers, or a certification from each Seller, representing that no Seller is a "foreign person" as defined in Internal Revenue Code Section 1445.

(D) Such proof of Sellers' authority and authorization to enter into this Agreement and consummate the Parcel 2 Transaction, and such proof of the power and authority of the person or persons executing or delivering any instruments, documents, or certificates on behalf of Sellers to act for and bind Sellers, as may be reasonably required by the Title Company.

(ii) **By Buyer.** On or before the Parcel 2 Closing Date, Buyer shall deliver the following in escrow to the Title Company:

(A) The Parcel 2 Purchase Price, in accordance with Sections 2(b) and 2(c) of this Agreement.

(B) A Real Estate Excise Tax Affidavit, executed by Buyer.

(C) The amount due to Sellers, if any, after the adjustments and proration are calculated in accordance with Sections 2(f) and 2(g) of this Agreement.

(D) A written acknowledgment pursuant to Section 170(f)(8) of the Code and 26 CFR § 1.170A-13(f) (the "**Parcel 2 Written**

**Acknowledgment**”), in form and content satisfactory to Sellers, which, among other things, (i) describes the non-cash contribution as a portion of Parcel 2 (the **“Parcel 2 Donation”**) and (ii) states that no goods or services were provided by Buyer to Sellers as consideration for the Parcel 2 Donation.

(E) Such proof of Buyer’s authority and authorization to enter into this Agreement and consummate the Parcel 2 Transaction, and such proof of the power and authority of the person or persons executing or delivering any instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer, as may be reasonably required by the Title Company.

(f) **Adjustments for the Parcel 2 Transaction.** At the Parcel 2 Closing, Sellers shall pay for one-half of all escrow fees and costs charged by the Title Company in connection with the Parcel 2 Transaction, Sellers’ share of prorations pursuant to Section 2(g) of this Agreement; one-half of the real estate excise tax and one-half of any other real property transfer or excise taxes arising from the conveyance of Parcel 2 to Buyer; the premium for the issuance by the Title Company to Buyer of a standard owner’s policy of title insurance for Parcel 2 in an amount not to exceed the Parcel 2 Purchase Price, insuring title to Parcel 2 vested in Buyer; one-half of the cost of recording the Sewer Development Agreement Amendment; and one-half of the cost of recording the 2015 Development Agreement Amendment. At the Parcel 2 Closing, Buyer shall pay one-half of all escrow fees and costs charged by the Title Company in connection with the Parcel 2 Transaction; one-half of the real estate excise tax and one-half of any other real property transfer or excise taxes arising from the conveyance of Parcel 2 to Buyer; all costs and expenses relating to the recordation of the Parcel 2 Deed and any security instruments relating to Buyer’s financing; Buyer’s share of prorations pursuant to Section 2(g) of this Agreement; one-half of the cost of recording the Sewer Development Agreement Amendment; and one-half of the cost of recording the 2015 Development Agreement Amendment. Buyer and Sellers shall pay their own respective legal and professional fees.

(g) **Prorations for Parcel 2.** Buyer represents and warrants that it is exempt from all real property taxes. Real property taxes and other assessments with respect to Parcel 2 for the tax or assessment year in which the Parcel 2 Closing occurs shall be prorated as of the Parcel 2 Closing Date. For the purpose of calculating prorations, Buyer will be deemed to be in title to Parcel 2 and entitled to the income and responsibility for the expenses therefor, beginning at 12:01 a.m. on the Parcel 2 Closing Date. Such prorations shall be paid at the Parcel 2 Closing by Buyer to Sellers (if the prorations result in a net credit to Sellers) or by Sellers to Buyer (if the prorations result in a net credit to Buyer). To facilitate the Parcel 2 Closing and pursuant to Buyer’s request, Seller shall not, without Buyer’s prior consent (which shall not be unreasonably withheld, conditioned, or delayed), pay the second one-half of the 2021 real property taxes owing against Parcel 2 until the first to occur of (i) the Parcel 2 Closing Date, (ii) October 31, 2021, or (iii) the termination of this Agreement.

(h) **Sellers' Contingencies for the Parcel 2 Closing.** In addition to the other conditions set forth in this Agreement, Sellers' obligations to deliver the Parcel 2 Deed and to proceed with the Parcel 2 Closing are subject to each of the following conditions:

- (i) Buyer having complied in all material respects with all of Buyer's covenants and obligations to be performed under this Agreement.
- (ii) Buyer's delivery to the Title Company, on or before the Parcel 2 Closing Date, of the Parcel 2 Purchase Price pursuant to Sections 2(b) and 2(c) of this Agreement.
- (iii) Buyer's delivery to the Title Company, on or before the Parcel 2 Closing Date, of any amounts due to Sellers or the Title Company pursuant to Sections 2(f) and 2(g) this Agreement or any other provision of this Agreement.
- (iv) Buyer's delivery to the Title Company, on or before the Parcel 2 Closing Date, of each of the items described in Section 2(e)(ii) of this Agreement.
- (v) Sellers' receipt from Buyer of the Parcel 2 Written Acknowledgment in form and content satisfactory to Sellers.

(i) **Buyer's Contingencies for the Parcel 2 Closing.** In addition to the other conditions set forth in this Agreement, Buyer's obligation to deliver the Parcel 2 Purchase Price and proceed with the Parcel 2 Closing are subject to the satisfaction of each of the following conditions:

- (i) Sellers having complied in all material respects with all of Sellers' covenants and obligations to be performed under this Agreement.
- (ii) Sellers' delivery to the Title Company, on or before the Parcel 2 Closing Date, of each of the items described in Section 2(e)(i) of this Agreement.

(j) **Remedies for Breach of the Parcel 2 Transaction.**

(i) **Buyer's Remedies.** If the conditions set forth in Section 2(h) of this Agreement are satisfied or are waived by Sellers, and Sellers fail to convey Parcel 2 to Buyer as the result of Sellers' failure to perform as required under this Agreement, through no fault of Buyer, Buyer's sole remedy shall be to either (A) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer, or (B) seek specific performance of this Agreement. In no event shall Sellers be liable to Buyer for any damages, including, without limitation, punitive, special, consequential, indirect, and/or lost profits damages.

(ii) **Sellers' Remedies.** If the conditions set forth in Sections 2(i)(i) and 2(i)(ii) of this Agreement are satisfied or are waived by Buyer, and the Parcel 2 Closing fails to occur as the result of Buyer's failure to perform as required under this Agreement, through no fault of Sellers, Sellers shall be entitled to (A) terminate this Agreement as to the Parcel 2 Transaction, in which

event the Earnest Money shall be promptly disbursed by the Title Company to Sellers, (B) seek specific performance of this Agreement, and/or (C) pursue any other legal or equitable remedy.

(k) **Sellers' Cooperation with Buyer.** Sellers agree to reasonably cooperate with Buyer, at no cost or expense to Sellers, in connection with effecting the Parcel 2 Transaction and with Buyer's efforts to receive grant funding for Buyer's purchase of Parcel 2. Such cooperation may include, without limitation, executing and delivering to the Buyer such commercially reasonable documents that may be reasonably requested by Buyer. Sellers shall take no action prior to the Parcel 2 Closing that, to the actual knowledge of Sellers, would unreasonably and materially impair the receipt of such grant funding.

(l) **Buyer's Cooperation with Sellers for the Parcel 2 Donation.** Buyer agrees, at no cost or expense to Buyer, to reasonably cooperate with Sellers in connection with effecting the Parcel 2 Donation and with Sellers' efforts to receive a charitable tax deduction from such donation. Such cooperation shall include, without limitation, executing and delivering to the Title Company or to Sellers the Parcel 2 Written Acknowledgment and any other documents reasonably requested by Sellers.

(m) **Termination of this Agreement.** Buyer may terminate this Agreement as to the Parcel 2 Transaction by written notice given to Sellers on or before March 1, 2021, if Buyer's review of Sellers' Appraisal does not support a market value of at least \$3,800,000 for Parcel 2. Buyer agrees that its review of Sellers' Appraisal will assume that Parcel 1 and Parcel 2 have identical ownership. Upon a termination of this Agreement by Buyer pursuant to this Section 2(m), one-half of the Earnest Money (\$50,000) shall be promptly delivered to Sellers (and Buyer shall have no right or claim to such Earnest Money), and one-half of the Earnest Money (\$50,000) shall be promptly refunded to Buyer; and Sellers and Buyer shall have no further obligations hereunder with respect to Parcel 2 except for Buyer's Indemnification Obligation, as such term is defined in Section 3(b) of this Agreement, and any other obligation that expressly survives the termination of this Agreement. If Buyer does not terminate this Agreement pursuant to this Section 2(m), the Title Company shall, promptly after March 1, 2021, release and disburse to Sellers the entire \$100,000 Earnest Money; and such Earnest Money shall be nonrefundable to Buyer except to the extent Buyer is entitled to a refund of the Earnest Money pursuant to Section 2(j)(i) of this Agreement.

### 3. **Provisions Applicable to the Parcel 1 Donation and the Parcel 2 Transaction.**

(a) **Sellers' Documents.** Within ten (10) days after the Execution Date, Sellers shall deliver to Buyer copies of the documents described on Exhibit F attached hereto ("**Sellers' Documents**"), to the extent such documents are in the possession of Sellers. Sellers' Documents shall be provided for informational purposes only and without warranties of any kind or nature, express or implied. Buyer acknowledges and understands that all such materials provided by Sellers are only for Buyer's convenience in making its own examination and determination as to whether it wishes to purchase the Property, and, in so doing, Buyer shall rely exclusively upon its own independent

investigation and evaluation of every aspect of the Property and not on any materials made available by Sellers.

(b) **Buyer's Inspections.** Subject to the provisions of this Section 3(b), Buyer and its representatives may, prior to the Due Diligence Date, enter upon the Property for the purpose of making any non-invasive inspection, investigation, test, or survey, including without limitation environmental assessments, of the Property as Buyer reasonably deems necessary. Buyer shall indemnify Sellers and Sellers' managers for, hold Sellers and Sellers' managers harmless from, and defend Sellers and Sellers' managers against any loss, damage, or claim arising out of Buyer's entry and/or activities upon the Property, including without limitation any claim of lien against the Property arising from services performed on behalf of Buyer or at Buyer's request. The obligations of Buyer described in the immediately preceding sentence shall be referred to in this Agreement as "**Buyer's Indemnification Obligation**" and shall survive the Parcel 1 Closing, the Parcel 2 Closing, and any termination of this Agreement. The parties agree that (i) all inspections of the Property by Buyer or its representatives shall be conducted after reasonable prior notice to Sellers; (ii) Sellers shall be entitled to require that a representative of Sellers accompany representatives of Buyer on all inspections of the Property; (iii) all inspections by Buyer or its representatives shall be conducted in such manner as shall be required in order not to physically damage the Property in any respect; (iv) Buyer shall be required to obtain Sellers' prior written approval of the scope and methods of any Phase II environmental assessment of the Property or other physically intrusive inspection or examination; (v) if this Agreement is terminated for any reason other than Sellers' breach of or default under this Agreement, Buyer shall, within ten (10) days after the date of Seller's request, deliver to Sellers copies of all tests, investigations, inspections, and assessments of or relating to the Property performed by Buyer or at Buyer's request; and (vi) Buyer shall not reveal the results of Buyer's inspections to any third party other than Buyer's representatives, attorneys, accountants and lenders, except as required by law. Buyer shall promptly repair any damage to the Property caused by or resulting from the inspections, investigations, tests, assessments, and other activities of Buyer and/or Buyer's consultants and other representatives. Prior to conducting any inspections of or testing on the Property, (A) Buyer and its consultants shall deliver to Sellers a certificate or certificates evidencing commercial general liability insurance, with Sellers named as additional insureds, with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, or (B) Buyer shall provide reasonably satisfactory evidence to Sellers that the insurance coverages specified in the preceding clause are satisfied by virtue of Buyer's enrollment in the Washington Cities Insurance Authority.

(c) **Due Diligence Date.** If, on or before December 14, 2020 (the "**Due Diligence Date**"), Buyer determines, in Buyer's sole and absolute discretion, that the Property, or any aspect or portion thereof, for any reason or no reason whatsoever, is not satisfactory to Buyer, Buyer may terminate this Agreement by written notice to Sellers given on or before the Due Diligence Date, in which event the Earnest Money shall be promptly returned to Buyer, and Sellers and Buyer shall have no further obligations under this Agreement except for Buyer's Indemnification Obligation. If Buyer fails to provide such written notice of termination on or before the Due Diligence Date, the Earnest

Money shall thereafter be deemed nonrefundable to Buyer unless Buyer terminates this Agreement pursuant to Sections 1(h)(i), 2(j)(i), or 2(m) of this Agreement.

(d) **Sellers' Representations and Warranties.**

(i) **Representations and Warranties.** Sellers represent and warrant to Buyer as of the Effective Date and, unless Sellers notify Buyer otherwise in writing, as of the Parcel 1 Closing Date and the Parcel 2 Closing Date, as follows:

(A) Sellers have the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein. The person or persons executing this Agreement and the instruments referred to herein on behalf of Sellers have the legal power, right, and actual authority to bind Sellers to the terms and conditions of this Agreement.

(B) The execution, delivery and performance by Sellers of Sellers' obligations under this Agreement do not constitute a default under any of the provisions of any law, governmental rule, regulation, judgment, decree or order by which Sellers are bound, or under any provision of any contract to which such Sellers are a party, or under such Sellers' organizational documents, as the case may be.

(C) To the actual knowledge of Sellers, there is no litigation, claim, or arbitration pending or threatened with regard to the Property or its operation.

(D) There are no leases, subleases, or other tenancies relating to the Property.

(E) To the actual knowledge of Sellers, the Property is not presently in violation of any law, including Environmental Laws (as such term is defined in Section 3(f)(iv) of this Agreement).

(F) Sellers have not entered into any other contracts for the sale of the Property that remain in existence as of the Effective Date, and there are no existing options for the purchase of the Property that Sellers have granted to any third party.

(G) All persons and entities supplying labor, materials, and/or equipment to the Property at the request of Seller have been paid and, to the actual knowledge of Sellers, no person or entity is entitled to file or record a construction lien or mechanic's lien with respect to the Property.

(ii) **Survival; Damages; Actual Knowledge.** The foregoing representations and warranties of Sellers are true and accurate and shall survive the Parcel 2 Closing for a period of one year, it being the intention of Sellers and Buyer that any legal action relating to relating to a breach of Sellers'

representations and warranties relating to Parcel 1 must be brought within one year after the Parcel 1 Closing, and any legal action relating to a breach of Sellers' representations and warranties relating to Parcel 2 must be brought within one year after the Parcel 2 Closing, or Buyer shall be forever barred from bringing such legal action. Notwithstanding the foregoing, Buyer's recoverable damages for claims arising from the breach of Sellers' representations or warranties shall not include any consequential damages, lost profits, or punitive damages; and Sellers shall have no liability whatsoever to Buyer with respect to a breach of any of the representations or warranties herein contained if Buyer, prior to the Parcel 1 Closing or Parcel 2 Closing, obtains actual knowledge of a fact or circumstance, the existence of which would constitute a breach of such Sellers' representation or warranty hereunder relating to the parcel that is the subject of such closing. The term "**actual knowledge of Sellers**" shall mean the current, actual knowledge of John O'Neil, a manager of the tenancy in common that is comprised of Sellers, with no duty of inquiry or investigation.

(e) **Buyer's Representations and Warranties.** In addition to any express agreements of Buyer contained herein, the following constitute representations and warranties of Buyer to Sellers as of the Effective Date and, unless Buyer notifies Sellers otherwise in writing, as of the Parcel 1 Closing and the Parcel 2 Closing:

(i) Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein. The person or persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

(ii) The execution, delivery and performance by Buyer of its obligations under this Agreement do not constitute a default under any of the provisions of any law, governmental rule, regulation, judgment, decree or order by which Buyer is bound, or under any provision of any contract to which Buyer is a party or by which Buyer is bound, or under Buyer's organizational documents.

The foregoing representations and warranties of Buyer shall survive the Parcel 1 Closing and the Parcel 2 Closing.

(f) **As Is; Release.**

(i) **Buyer acknowledges and agrees that, prior to the Parcel 1 Closing and the Parcel 2 Closing, Buyer will have made Buyer's independent investigation and examination of the Property and conditions associated therewith in order to become familiar with the condition thereof. Except as expressly set forth in this Agreement, it is understood and agreed that Sellers are not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect**

to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, income derived from the Property, physical condition, the structural integrity of any improvements, the conformity of the improvements to any plans or specifications for the Property (including, but not limited to any plans and specifications that may have been or which may be provided to Buyer), zoning or building code requirements, governmental approvals, the compliance of the Property with governmental laws (including, without limitation, Environmental Laws or accessibility for handicapped persons), soil conditions, latent or patent physical or environmental conditions, the sufficiency of any undershoring, the sufficiency of any drainage, whether the Property is located wholly or partially in any flood plain or flood hazard boundary or similar area, the existence or non-existence of underground storage tanks, any other matter affecting the stability or integrity of the land or the improvements, the availability of public utilities and services for the Property, the fitness or suitability of the Property for any intended use, the potential for further development of the Property, or the existence of vested land use, zoning or building entitlements affecting the Property, or any other matter or thing whatsoever regarding the Property.

(ii) Buyer expressly acknowledges and agrees that, upon the Parcel 1 Closing and the Parcel 2 Closing, Sellers shall sell and convey to Buyer and Buyer shall accept each such parcel, "as is, where is, with all faults." Buyer has not relied and will not rely on, and Sellers are not liable for or bound by, any expressed or implied warranties, guaranties or representations pertaining to the Property made or furnished by Sellers, any employee, agent, or manager of Sellers, or any real estate broker or agent representing or purporting to represent Sellers, to whomever made or given, directly or indirectly, orally or in writing, unless such warranty, guaranty or representation is specifically set forth in this Agreement. Buyer represents to and covenants with Sellers that Buyer has conducted, or will conduct prior to Closing, such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary or desirable to satisfy Buyer as to the condition of the Property and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or about or discharged from the Property, and, except for any representation, warranty or covenant expressly set forth in this Agreement, will rely solely upon the same and not upon any information provided by or on behalf of Sellers or Sellers' agents, employees, or managers with respect thereto.

(iii) Buyer acknowledges and agrees that Buyer will not hold Sellers or any Seller liable for the condition of the Property, whether known or unknown, currently existing or in the future, whether based on a claim in tort, contract, statute (including any Environmental Laws), or otherwise, except for breach of any express representation or warranty given by Sellers



**in this Agreement. Except for any claim arising from the breach of any representation or warranty expressly set forth in this Agreement, Buyer hereby releases, waives, and renounces any claim against Sellers (and each Seller), Sellers' managers, and each Seller's members, managers, employees, agents, attorneys, affiliates, beneficiaries, and assigns relating to the condition of the Property, including, without limitation, any claim arising under any Environmental Laws.**

(iv) "Environmental Laws" means any present and future local, state and federal laws, regulations, rules, or ordinances relating to the environment and environmental conditions, including without limitation the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j, and all federal, state, or local regulations, orders and decrees now or hereafter promulgated thereunder.

(g) **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed given on the date of their receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed given two (2) business days after the date of their deposit in the United States mail; (c) sent by overnight delivery using a nationally recognized overnight courier service, which notices and communications shall be deemed given one business day after the date of their deposit with such courier, or (d) sent by email, which notices and communications shall be deemed given on the date indicated on the email. Notices shall be sent to the following addresses:

To Sellers: c/o John O'Neil  
Metropolitan Land Group  
17933 N.W. Evergreen Parkway, Suite 300  
Beaverton, Oregon 97006  
Email: john@metlandgroup.com

With a copy sent on the same day to: Schwabe, Williamson & Wyatt, P.C.  
Attention: James F. Dulcich  
1211 S.W. Fifth Avenue, Suite 1900  
Portland, Oregon 97204  
Email: jdulcich@schwabe.com

To Buyer: City of Camas  
 Attn: Jamal Fox, City Administrator  
 616 NE Fourth Avenue  
 Camas, Washington 98607  
 Email: jfox@cityofcamas.us

With a copy sent on the same day to: Shawn R. MacPherson, City Attorney  
 430 N.E. Everett  
 Camas, Washington 98607  
 Email: macphersonlaw@comcast.net

Notice of change of address shall be given by written notice in the manner detailed in this Section 3(g). Notices may be given by a party or a party's attorney or agent.

(h) **Brokers.** Buyer represents and warrants to Sellers that no broker or finder has been engaged by Buyer in connection with the transaction contemplated by this Agreement. Sellers represent and warrant to Buyer that no broker or finder has been engaged by Sellers in connection with the transaction contemplated by this Agreement. Buyer shall indemnify Sellers for, hold Sellers harmless from, and defend Sellers against any claims for commissions or fees asserted by any broker or finder claiming by, through, or under Buyer. Sellers shall indemnify Buyer for, hold Buyer harmless from, and defend Buyer against any claims for commissions or fees asserted by any broker or finder claiming by, through, or under Sellers. The provisions of this Section 3(i) shall survive the Parcel 1 Closing and the Parcel 2 Closing.

(i) **Assignment.** Buyer may not assign Buyer's rights and interest under this Agreement without the prior written consent of Sellers, which consent may be withheld in Sellers' sole and absolute discretion.

(j) **Development Agreements.** Buyer is a party to the following two agreements with Green Mountain Land LLC ("GML"), Sellers' predecessor as fee owner to Parcel 1 and Parcel 2, that are recorded against Parcel 1 and Parcel 2: (a) that certain Development Agreement between GML and the City of Camas that was recorded on February 5, 2016, as Recording No. 5254840, in the Records of Clark County, Washington (the "**Sewer Development Agreement**"), and (b) that certain Development Agreement between GML and the City of Camas that was recorded on January 6, 2015, as Recording No. 5134733, in the Records of Clark County, Washington (the "**2015 Development Agreement**"). Prior to the Parcel 2 Closing, Sellers and Buyer shall use commercially reasonable and good faith efforts to negotiate and reach agreement on the form and content of an amendment to the Sewer Development Agreement (the "**Sewer Development Agreement Amendment**") and an amendment to the 2015 Development Agreement (the "**2015 Development Agreement Amendment**") that release the City, GML and Sellers from any obligations under the Sewer Development Agreement and the 2015 Development Agreement insofar any such duties and obligations pertain to Parcel 1 and Parcel 2; and such agreed-upon amendments, if any, shall be executed and acknowledged by Sellers and Buyer and recorded in the Records of Clark County, Washington, on the Parcel 2 Closing Date. Buyer and Sellers acknowledge that any such

amendments shall comply with all lawful procedures, including public hearings, and both parties agree to cooperate with such process to effect the terms herein. Sellers and Buyer stipulate and agree that the Development Agreement relating to parks that was recorded on October 24, 2017, as Recording No. 5454921 in the Records of Clark County, Washington (the “**Park Development Agreement**”) does not impair the title of Parcel 1 or Parcel 2 and that the duties and obligations set forth in the Park Development Agreement shall continue in full force and effect as to the named parties and assigns thereof following the Parcel 1 Closing and the Parcel 2 Closing.

(k) **Approval of Title.** Sellers have furnished to Buyer a commitment for issuing title insurance relating to the Property with a date of October 15, 2020 (the “**Title Report**”), together with copies of documents affecting title that are referenced in the Title Report. Within five (5) days after the Execution Date of this Agreement, Buyer shall notify Sellers in writing of all title exceptions in the Title Report to which Buyer objects (the “**Objectionable Exceptions**”). Within four (4) days after receiving Buyer’s notice of Objectionable Exceptions, Sellers will notify Buyer whether Sellers will remove, prior to the Parcel 1 Closing (if the Objectionable Exceptions pertain to Parcel 1) or the Parcel 2 Closing (if the Objectionable Exceptions pertain to Parcel 2), the Objectionable Exceptions. (If Sellers fail to provide such notice to Buyer within such four (4)-day period, Sellers shall be deemed to have elected not to remove the Objectionable Exceptions.) If Sellers are unable or unwilling to remove any Objectionable Exceptions, Buyer shall, within three (3) days after receiving Sellers’ response (or within three (3) days after the expiration of the four (4)-day period for Sellers’ response if Sellers fail to provide notice to Buyer within such four (4)-day period), by notice to Sellers, elect whether to purchase the particular parcel to which the Objectionable Exceptions pertain, subject to the Objectionable Exceptions that will not be removed by Sellers, or terminate this Agreement. If Buyer elects to terminate this Agreement, the Earnest Money shall be refunded to Buyer, and Sellers and Buyer shall have no further obligations under this Agreement except for Buyer’s Indemnification Obligation. Notwithstanding any other provision of this Section 3(k), Sellers shall remove or cause to be removed, at or prior to the Parcel 1 Closing, any mortgages, trust deeds, and other security instruments recorded against Parcel 1 that secure financing provided to Sellers; and Sellers shall remove or cause to be removed, at or prior to the Parcel 2 Closing, any mortgages, trust deeds, and other security instruments recorded against Parcel 2 that secure financing provided to Sellers.

(l) **City Council Ratification of this Agreement.** The effectiveness of this Agreement is conditioned upon the ratification of this Agreement by the City of Camas City Council (the “**Council**”) at a regularly scheduled meeting of the Council. Buyer intends to submit this Agreement to the Council for the Council’s ratification at the Council’s December 7, 2020, meeting. If the Council has not approved and ratified this Agreement on or before December 21, 2020, this Agreement shall terminate, the Earnest Money shall be refunded to Buyer, and Sellers and Buyer shall have no further obligations under this Agreement except for Buyer’s Indemnification Obligation. Buyer has informed Sellers that the Council will, prior to the Parcel 2 Closing Date and in accordance with Buyer’s standard procedures, ratify or approve the closing documents (including the Sewer Development Agreement Amendment and the 2015 Development

Agreement Amendment) that will be executed by the City in connection with the Parcel 2 Closing; and such documents shall be ratified or approved by the Council if they are consistent with the terms and provisions of this Agreement.

(m) **Partial Invalidity.** If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(n) **Waivers.** No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(o) **Exhibits.** The exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

(p) **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the successors and permitted assigns of the parties to this Agreement.

(q) **Representation.** The initial draft of this Agreement was prepared by Schwabe, Williamson & Wyatt, P.C., which represents Sellers. Buyer acknowledges that Buyer had an opportunity to consult with separate legal counsel prior to executing this Agreement. Sellers and Buyer waive any claim that any term or condition of this Agreement should be construed against the drafter. This Agreement will be construed as if it had been prepared by both of the parties hereto.

(r) **Attorney Fees.** In the event that either Sellers or Buyer institute against the other a suit, action, arbitration, or other legal proceeding of any nature whatsoever, relating to this Agreement or to the rights or obligations of the parties with respect thereto, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable attorney, paralegal, accountant, expert witness (whether or not called to testify at trial or other proceeding) and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to deposition transcript and court reporter costs, as determined by the judge or arbitrator at trial or other proceeding, and including such fees, costs and expenses incurred in any appellate or review proceeding, or in collecting any judgment or award, or in enforcing any decree rendered with respect thereto, in addition to all other amounts provided for by law. This cost and attorney fees provision shall apply with respect to any litigation or other proceedings in bankruptcy court, including litigation or proceedings related to issues unique to bankruptcy law.

(s) **Entire Agreement.** This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior letters of intent and memorandums of understanding with respect to the subject matter of the Agreement. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by Sellers (or its managers) and Buyer. The parties do not intend to confer any benefit on any person, firm, or corporation other than the parties hereto.

(t) **Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

(u) **Time of Essence.** Sellers and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision of this Agreement.

(v) **Construction.** Headings at the beginning of each section and subsection of this Agreement are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. Unless otherwise indicated, all references to sections are to this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. As used in this Agreement, “**business day**” means a day other than a Saturday, Sunday or legal holiday.

(w) **Governing Law.** The parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Washington.

(x) **Execution Date.** The “**Execution Date**” of this Agreement is the later of the dates shown beneath the parties’ signatures on the signature of this Agreement.

(y) **Section 1031 Exchange.** If either party (the “**Exchanging Party**”) intends to have the Property used as the relinquished or replacement property for an exchange under Section 1031 of the Code, the other party (the “**Other Party**”) will cooperate in such exchange as long as (a) such cooperation is at the sole expense of the Exchanging Party, (b) the Other Party assumes no additional risk or liability or loses no remedies or rights due to the exchange transaction, (c) the Closing is not delayed as a result of the exchange, and (d) the Other Party is not obligated to take title to any additional property.

(z) **Required Actions of Buyer and Sellers.** Buyer and Sellers agree to (i) execute all such reasonable instruments and documents and to take all reasonable


actions pursuant to the provisions of this Agreement in order to consummate the Parcel 1 Donation and the Parcel 2 Transaction as contemplated herein, and (ii) use their respective commercially reasonable efforts to accomplish the Parcel 1 Closing and the Parcel 2 Closing in accordance with the provisions of this Agreement.

(aa) **Seller Disclosure Statement.** Pursuant to RCW 64.06.010, Buyer hereby waives its right to receive a seller's disclosure statement pursuant to RCW 64.06.013.

[Signature Page Follows]

**SELLERS:**

TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PATRICK INVESTMENTS, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; EDWARD MALETIS REAL ESTATE HOLDINGS LLC, a Washington limited liability company, as to an undivided 13.9286% interest; GREEN MOUNTAIN RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB GREEN PARTNERS, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest

By:   
John O'Neil, Manager of Sellers

Date: 12-8, 2020

By: Terrell Group Management, LLC, an Oregon limited liability company, Manager of Sellers

By:   
Patrick Terrell, Member

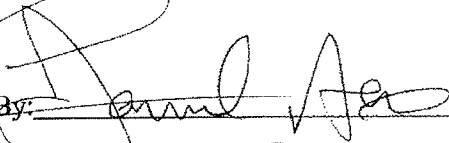
Date: 12-8, 2020

Exhibits:

- Exhibit A: Legal Description of Parcel 1
- Exhibit B: Map
- Exhibit C: Legal Description of Parcel 2
- Exhibit D: Parcel 1 Deed
- Exhibit E: Parcel 2 Deed
- Exhibit F: Sellers' Documents

**BUYER:**

CITY OF CAMAS, WASHINGTON, a Washington municipal corporation

By: 

Name: Jamal Fox

Title: City Administrator

Date: 12/8, 2020

**EXHIBIT A  
TO  
PURCHASE AND SALE AGREEMENT**

A parcel of land located in a portion of the Thomas J. Fletcher Donation Land Claim No. 51, and the Daniel Ollis Donation Land Claim No. 52, and lying within the Northeast quarter of Section 20, and the Southeast quarter of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Southeast corner of said Section 17;

THENCE North 01° 45' 46" East, along the East line of said Southeast quarter, a distance of 293.65 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "D", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE along the North line of said Exhibit "D" parcel the following courses:

THENCE North 89° 08' 23" West, parallel with the South line of said Southeast quarter, a distance of 633.51 feet;

THENCE South 01° 45' 46" West, parallel with the East line of said Southeast quarter, a distance of 180.54 feet;

THENCE South 61° 08' 05" West, a distance of 99.20 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "F", recorded under Auditor's File No. 5550741 AMD, records of said County and the TRUE POINT OF BEGINNING;

THENCE leaving said North line, North 44° 04' 38" West, a distance of 1729.40 feet;

THENCE North 87° 02' 18" West, a distance of 55.03 feet to a point on a 25.00 foot radius curve to the left;

THENCE along said 25.00 foot radius curve to the left (the long chord of which bears South 55° 08' 15" West, a distance of 30.66 feet), an arc distance of 33.01 feet;

THENCE South 17° 18' 48" West, a distance of 13.65 feet to a point on a 44.00 foot radius curve to the left;

THENCE along said 44.00 foot radius curve to the left (the long chord of which bears South 03° 00' 29" West, a distance of 21.74 feet), an arc distance of 21.97 feet;

THENCE South 78° 42' 10" West, a distance of 130.21 feet;

THENCE South 50° 22' 11" West, a distance of 40.78 feet;

THENCE South 37° 37' 52" West, a distance of 102.48 feet;

THENCE South 04° 25' 46" East, a distance of 392.13 feet to a 3/4 inch iron pipe at the Northeast corner of that parcel of land conveyed to Keith Bakker by deed recorded under Auditor's File No. G-646584, records of said County;

THENCE South 33° 49' 02" East, along the East line of said "Bakker" parcel, a distance of 667.95 feet to a



3/4 inch iron pipe, and the Southeast corner thereof;

THENCE South 49° 37' 59" West, along the South line of said "Bakker" parcel, a distance of 353.18 feet, more or less, to the centerline of NE. Ingle Road;

THENCE South 40° 25' 24" East, along said centerline, a distance of 178.15 feet to a point which bears South 06° 18' 14" West from a 1/2 inch iron pipe on an Easterly line of that parcel of land conveyed to James M. Bartmess by instrument recorded under Auditor's File No. 8911140220, records of said County;

THENCE North 06° 18' 14" East, along said Easterly line, a distance of 71.63 feet to said 1/2 inch iron pipe;

THENCE North 86° 45' 59" East, along a Southerly line of said "Bartmess" parcel, a distance of 9.94 feet to the Northwest corner of that parcel land conveyed to Ronald D. Warman and Rhonda Warman, husband and wife, by deed recorded under Auditor's File No. 9004270087, records of said County;

THENCE North 86° 58' 36" East, along the North line of said "Warman" parcel, a distance of 790.14 feet to the Northeast corner thereof, said point also being on the West line of "PARCEL 2" as described in that deed to AE Green Mountain, LLC, recorded under Auditor's File No. 5485415, records of said County;

THENCE North, 02° 04' 33" East, along the West line of said AE Green Mountain, LLC parcel, a distance of 118.49 feet to the Northwest corner thereof;

THENCE South 89° 08' 23" East, along the North line of said AE Green Mountain, LLC parcel, and the North line of said CLB Washington Solutions I, LLC parcel described in Exhibit "F", a distance of 406.50 feet to a point which bears South 61° 08' 05" West, from the TRUE POINT OF BEGINNING;

THENCE North 61° 08' 05" East, a distance of 50.20 to the TRUE POINT OF BEGINNING.

A parcel of land located in a portion of the Daniel Ollis Donation Land Claim No. 52, and lying within the South half of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Southeast corner of said Section 17;

THENCE North 01° 45' 46" East, along the East line of said Southeast quarter, a distance of 293.65 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "D", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE continuing North 01° 45' 46" East, along said East line, a distance of 1668.35 to the Southeast corner of Lot 12 of the Plat of Mountain Glen, recorded in Book J of Plats, at Page 199, record of said County,

THENCE North 89° 22' 57" West, along the South line of said Lot 12, a distance of 1455.75 feet to a point which bears South 89° 22' 57" East, a distance of 730.30 feet, from the Southwest corner of said Lot 12;

THENCE leaving said South line, South 00° 37' 03" West, a distance of 143.76 feet;

THENCE South 36° 42' 34" West, a distance of 125.00 feet;

THENCE South 53° 17' 26" East, a distance of 70.00 feet;

THENCE South 36° 42' 34" West, a distance of 140.00 feet;

THENCE South 18° 34' 50" East, a distance of 39.26 feet;

THENCE South 50° 06' 38" East, a distance of 120.00 feet;

THENCE South 39° 53' 22" West, a distance of 142.06 feet to a point on a non-tangent 120.00 foot radius curve to the left;

THENCE along said 120.00 foot radius curve to the left (the long chord of which bears North 49° 16' 41" West, a distance of 3.49 feet), an arc distance of 3.49 feet;

THENCE North 50° 06' 38" West, a distance of 23.25 feet;

THENCE South 39° 53' 22" West, a distance of 89.99 feet to the TRUE POINT OF BEGINNING;

THENCE North 50° 06' 00" West, a distance of 145.05 feet;

THENCE North 34° 57' 46" West, a distance of 121.13 feet;

THENCE North 66° 10' 19" East, a distance of 14.62 feet;

THENCE North 55° 02' 14" East, a distance of 75.65 feet;

THENCE North 55° 56' 38" East, a distance of 52.01 feet;

THENCE North 44° 42' 13" East, a distance of 59.80 feet;

THENCE North 36° 42' 34" East, a distance of 16.13 feet;

THENCE North 53° 17' 26" West, a distance of 90.00 feet;

THENCE North 36° 42' 34" East, a distance of 13.20 feet;

THENCE North 53° 17' 26" West, a distance of 142.08 feet;

THENCE South 36° 28' 56" West, a distance of 26.87 feet;

THENCE South 55° 49' 34" West, a distance of 93.89 feet;

THENCE South 81° 42' 47" West, a distance of 59.99 feet;

THENCE North 67° 16' 28" West, a distance of 60.00 feet;

THENCE North 58° 13' 08" West, a distance of 63.70 feet;

THENCE North 44° 16' 44" West, a distance of 46.41 feet;

THENCE North 45° 43' 16" East, a distance of 82.68 feet to a point which bears South 44° 16' 44" East, from the Southwest corner of said Lot 12;

THENCE North 44° 16' 44" West, a distance of 196.68 feet to the Southwest corner of said Lot 12;

THENCE North 01° 45' 46" East, along the West line of said Lot 12, a distance of 256.70 feet to the Southeast corner of Lot 11 of said Plat of Mountain Glen;

THENCE North 89° 22' 57" West, along the South line of said Plat of Mountain Glen, a distance of 930.24 feet to the Northeast corner of that parcel of land conveyed to Lon and Rachelle Combs, by deed recorded under Auditor's File No. 4150099 D. records of said County;

THENCE South  $44^{\circ} 04' 35''$  East, along the Northeasterly line of said "Combs" parcel, a distance of 1131.67 feet to the most Easterly Southeast corner of said "Combs" parcel;

THENCE South  $45^{\circ} 55' 25''$  West, along the Southeasterly line of said "Combs" parcel, a distance of 254.00 feet to the Southwest corner thereof;

THENCE along the Southwesterly lines of said "Combs" parcel, the following courses:

THENCE North  $44^{\circ} 04' 35''$  West, a distance of 257.24 feet to an angle point;

THENCE South  $45^{\circ} 55' 25''$  West, a distance of 60.00 feet to an angle point;

THENCE North  $44^{\circ} 04' 35''$  West, a distance of 607.89 feet to an angle point;

THENCE South  $45^{\circ} 55' 25''$  West, a distance of 132.24 feet, more or less, to the centerline of NE. Ingle Road, said point being on a non-tangent 675.00 foot radius curve to the right;

THENCE leaving said "Combs" parcel, along said 675.00 foot radius curve to the right (the long chord of which bears South  $26^{\circ} 56' 02''$  East, a distance of 55.22 feet), an arc distance of 55.23 feet;

THENCE along the centerline of said NE. Ingle Road, the following courses:

THENCE South  $24^{\circ} 35' 23''$  East, a distance of 57.61 feet to a point on a 1200.00 foot radius curve to the left;

THENCE along said 1200.00 foot radius curve to the left (the long chord of which bears South  $28^{\circ} 02' 22''$  East, a distance of 144.41 feet), an arc distance of 144.50 feet;

THENCE South  $31^{\circ} 29' 20''$  East, a distance of 190.47 feet;

THENCE South  $30^{\circ} 43' 55''$  East, a distance of 678.85 feet;

THENCE South  $29^{\circ} 58' 13''$  East, a distance of 238.24 feet to a point which bears South  $59^{\circ} 56' 15''$  West from a 1/2 inch iron pipe marking the Northwest corner of that parcel of land conveyed to Keith Bakker by deed recorded under Auditor's File No. G-646584, records of said County;

THENCE leaving said centerline, North  $59^{\circ} 56' 15''$  East, a distance of 21.66 feet to said iron pipe;

THENCE continuing North  $59^{\circ} 56' 15''$  East, along the North line of said "Bakker" parcel, a distance of 329.81 feet to a 3/4 inch iron pipe and the Northeast corner thereof;

THENCE leaving said "Bakker" parcel, North  $04^{\circ} 25' 46''$  West, a distance of 392.13 feet;

THENCE North  $37^{\circ} 37' 52''$  East, a distance of 102.48 feet;

THENCE North  $50^{\circ} 22' 11''$  East, a distance of 40.78 feet;

THENCE North  $78^{\circ} 42' 10''$  East, a distance of 130.21 feet to a point on a non-tangent 44.00 foot radius curve to the right;

THENCE along said 44.00 foot radius curve to the left (the long chord of which bears North  $03^{\circ} 00' 29''$  East, a distance of 21.74 feet), an arc distance of 21.97 feet;

THENCE North  $17^{\circ} 18' 48''$  East, a distance of 13.65 feet to a point on a 25.00 foot radius curve to the right;

THENCE along said 25.00 foot radius curve to the right (the long chord of which bears North  $55^{\circ} 08' 15''$  East, a distance of 30.66 feet), an arc distance of 33.01 feet;

THENCE South  $87^{\circ} 02' 18''$  East, a distance of 55.03 feet to a point which bears North  $44^{\circ} 04' 38''$  West

from the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "F", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE South 44° 04' 38" East, a distance of 428.29 feet;

THENCE North 45° 55' 22" East, a distance of 77.48 feet;

THENCE North 22° 23' 48" East, a distance of 156.33 feet;

THENCE North 15° 42' 20" West, a distance of 40.03 feet;

THENCE North 32° 16' 02" West, a distance of 46.58 feet to a point which bears South 50° 06' 00" East, from the TRUE POINT OF BEGINNING;

THENCE North 50° 06' 00" West, a distance of 27.96 feet to the TRUE POINT OF BEGINNING.

A parcel of land located in a portion of the Daniel Ollis Donation Land Claim No. 52, and lying within the Southeast quarter of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Southeast corner of said Section 17;

THENCE North 01° 45' 46" East, along the East line of said Southeast quarter, a distance of 293.65 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "D", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE continuing North 01° 45' 46" East, along said East line, a distance of 1668.35 to the Southeast corner of Lot 12 of the Plat of Mountain Glen, recorded in Book J of Plats, at Page 199, record of said County,

THENCE North 89° 22' 57" West, along the South line of said Lot 12, a distance of 1455.75 feet to a point which bears South 89° 22' 57" East, a distance of 730.30 feet, from the Southwest corner of said Lot 12, said point being the TRUE POINT OF BEGINNING;

THENCE leaving said South line, South 00° 37' 03" West, a distance of 143.76 feet;

THENCE South 36° 42' 34" West, a distance of 125.00 feet;

THENCE South 53° 17' 26" East, a distance of 70.00 feet;

THENCE South 36° 42' 34" West, a distance of 140.00 feet;

THENCE South 18° 34' 50" East, a distance of 39.26 feet;

THENCE South 50° 06' 38" East, a distance of 120.00 feet;

THENCE South 39° 53' 22" West, a distance of 142.06 feet to a point on a non-tangent 120.00 foot radius curve to the left;

THENCE along said 120.00 foot radius curve to the left (the long chord of which bears North 49° 16' 41" West, a distance of 3.49 feet), an arc distance of 3.49 feet;

THENCE North 50° 06' 38" West, a distance of 23.25 feet;

THENCE South 39° 53' 22" West, a distance of 89.99 feet;

THENCE North 50° 06' 00" West, a distance of 145.05 feet;

THENCE North 34° 57' 46" West, a distance of 121.13 feet;

THENCE North 66° 10' 19" East, a distance of 14.62 feet;

THENCE North 55° 02' 14" East, a distance of 75.65 feet;

THENCE North 55° 56' 38" East, a distance of 52.01 feet;

THENCE North 44° 42' 13" East, a distance of 59.80 feet;

THENCE North 36° 42' 34" East, a distance of 16.13 feet;

THENCE North 53° 17' 26" West, a distance of 90.00 feet;

THENCE North 36° 42' 34" East, a distance of 13.20 feet;

THENCE North 53° 17' 26" West, a distance of 142.08 feet;

THENCE South 36° 28' 56" West, a distance of 26.87 feet;

THENCE South 55° 49' 34" West, a distance of 93.89 feet;

THENCE South 81° 42' 47" West, a distance of 59.99 feet;

THENCE North 67° 16' 28" West, a distance of 60.00 feet;

THENCE North 58° 13' 08" West, a distance of 63.70 feet;

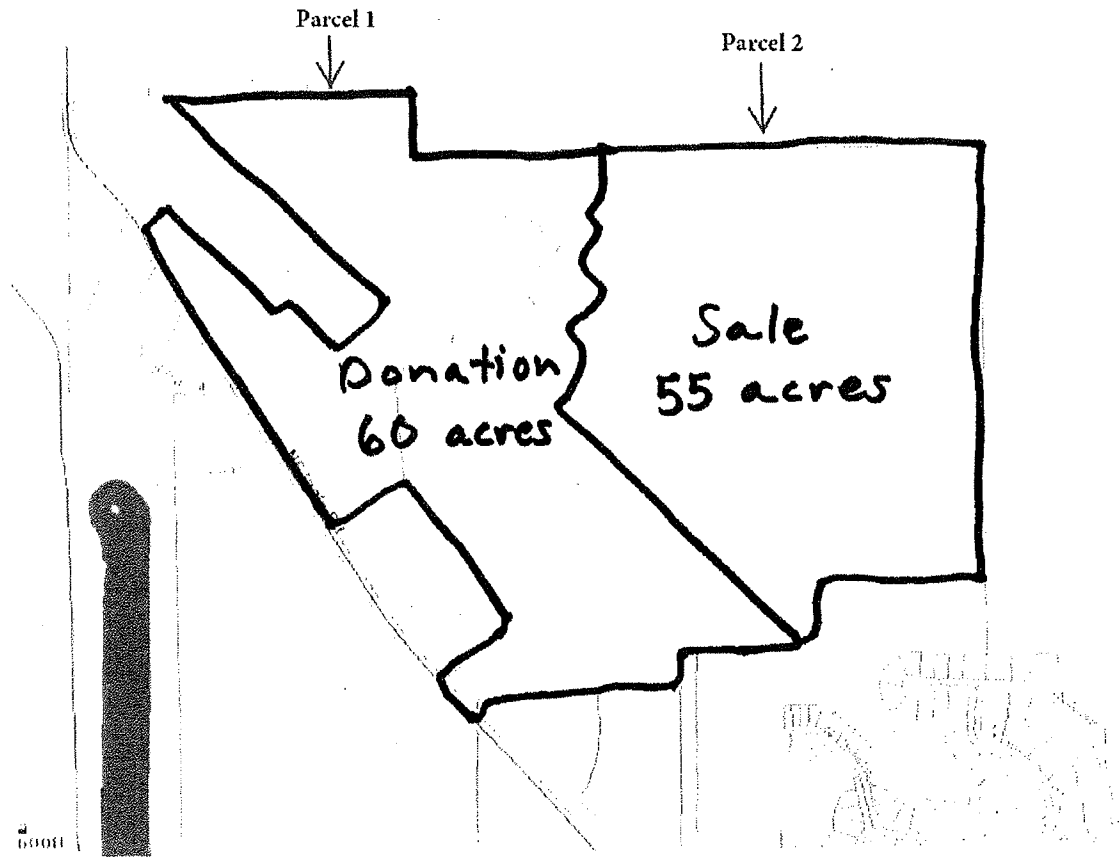
THENCE North 44° 16' 44" West, a distance of 46.41 feet;

THENCE North 45° 43' 16" East, a distance of 82.68 feet to a point which bears South 44° 16' 44" East, from the Southwest corner of said Lot 12;

THENCE North 44° 16' 44" West, a distance of 196.68 feet to the Southwest corner of said Lot 12;

THENCE South 89° 22' 57" East, along the South line of said Lot 12, a distance of 730.30 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B  
TO  
PURCHASE AND SALE AGREEMENT



**EXHIBIT C  
TO  
PURCHASE AND SALE AGREEMENT**

A parcel of land located in a portion of the Daniel Ollis Donation Land Claim No. 52, and lying within the Southeast quarter of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Southeast corner of said Section 17;

THENCE North 01° 45' 46" East, along the East line of said Southeast quarter, a distance of 293.65 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "D", recorded under Auditor's File No. 5550741 AMD, records of said County, and the TRUE POINT OF BEGINNING;

THENCE along the North line of said Exhibit "D" parcel the following courses:

THENCE North 89° 08' 23" West, parallel with the South line of said Southeast quarter, a distance of 633.51 feet;

THENCE South 01° 45' 46" West, parallel with the East line of said Southeast quarter, a distance of 180.54 feet;

THENCE South 61° 08' 05" West, a distance of 99.20 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "D", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE leaving said North line, North 44° 04' 38" West, a distance of 1301.11 feet;

THENCE North 45° 55' 22" East, a distance of 77.48 feet;

THENCE North 22° 23' 48" East, a distance of 156.33 feet;

THENCE North 15° 42' 20" West, a distance of 40.03 feet;

THENCE North 32° 16' 02" West, a distance of 46.58 feet;

THENCE North 50° 06' 00" West, a distance of 27.96 feet;

THENCE North 39° 53' 22" East, a distance of 89.99 feet;

THENCE South 50° 06' 38" East, a distance of 23.25 feet to a point on a 120.00 foot radius curve to the right;

THENCE along said 120.00 foot radius curve to the right (the long chord of which bears South 49° 16' 41" East, a distance of 3.49 feet), an arc distance of 3.49 feet;

THENCE North 39° 53' 22" East, a distance of 142.06 feet;

THENCE North 50° 06' 38" West, a distance of 120.00 feet;

THENCE North 18° 34' 50" West, a distance of 39.26 feet;

THENCE North 36° 42' 34" East, a distance of 140.00 feet;

THENCE North 53° 17' 26" West, a distance of 70.00 feet;

THENCE North 36° 42' 34" East, a distance of 125.00 feet;

THENCE North  $00^{\circ} 37' 03''$  East, a distance of 143.76 feet to a point on the South line of Lot 12 of the Plat of Mountain Glen, recorded in Book J of Plats, at Page 199, record of said County, said point bears South  $89^{\circ} 22' 57''$  East, a distance of 730.30 feet from the Southwest corner of said Lot 12;

THENCE South  $89^{\circ} 22' 57''$  East, along said South line, a distance of 1455.75 feet to a point on the East line of the Southeast quarter of said Section 17;

THENCE South  $01^{\circ} 45' 46''$  West, along said East line, a distance of 1668.35 feet to the TRUE POINT OF BEGINNING.



**EXHIBIT D  
TO  
PURCHASE AND SALE AGREEMENT**

**(Parcel 1 Deed)**

**After Recording, Return to:**

\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bargain and Sale Deed**

Grantors: Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest

Grantee: City of Camas, Washington, a Washington municipal corporation

Legal Description (abbreviated): [TO BE ADDED]

Assessor's Property Tax Parcel Account Number(s): [TO BE ADDED]

Reference numbers of related documents: None



**Bargain and Sale Deed**

Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest (collectively, "Grantor"), for and in consideration of a donation to the City of Camas, Washington, a Washington municipal corporation ("Grantee"), bargains, sells, and conveys to Grantee the following described real estate situated in Clark County, Washington:

[LEGAL DESCRIPTION TO BE ADDED].

Grantor conveys such real estate to Grantee subject to all encumbrances, easements, and other matters of record.

Dated: \_\_\_\_\_, 2020.

**[signatures and acknowledgments contained on following pages]**

**GRANTORS:**

TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company

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

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

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

STATE OF OREGON

COUNTY OF \_\_\_\_\_

|

ss.

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ of TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company.

\_\_\_\_\_  
(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires \_\_\_\_\_

PATRICK INVESTMENTS, LLC, an Oregon limited liability company

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

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

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

STATE OF OREGON

COUNTY OF \_\_\_\_\_

ss.

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ of PATRICK INVESTMENTS, LLC, an Oregon limited liability company.

\_\_\_\_\_  
(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires \_\_\_\_\_

MJAJMJ, LLC, an Oregon limited liability company

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

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

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

STATE OF OREGON

COUNTY OF \_\_\_\_\_

ss.

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ of MJAJMJ, LLC, an Oregon limited liability company.

\_\_\_\_\_  
(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires \_\_\_\_\_

EDWARD MALETIS REAL ESTATE  
HOLDINGS LLC, a Washington limited liability  
company

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

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

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

STATE OF OREGON

COUNTY OF \_\_\_\_\_

ss.

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ of EDWARD MALETIS REAL ESTATE  
HOLDINGS LLC, a Washington limited liability company.

\_\_\_\_\_  
(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires \_\_\_\_\_

GREEN MOUNTAIN RT LLC, a Washington  
limited liability company

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

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

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

STATE OF OREGON

COUNTY OF \_\_\_\_\_

|

ss.

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ of GREEN MOUNTAIN RT LLC, a Washington limited liability company.

\_\_\_\_\_  
(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires \_\_\_\_\_

NB GREEN PARTNERS, LLC, a Washington limited liability company

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

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

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

STATE OF OREGON

COUNTY OF \_\_\_\_\_

ss.

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ of NB GREEN PARTNERS, LLC, a Washington limited liability company.

\_\_\_\_\_  
(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires \_\_\_\_\_



SFLPGM LLC, an Oregon limited liability company

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

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

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

STATE OF OREGON

COUNTY OF \_\_\_\_\_

ss.

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ of SFLPGM LLC, an Oregon limited liability company.

\_\_\_\_\_  
(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires \_\_\_\_\_

**EXHIBIT E  
TO  
PURCHASE AND SALE AGREEMENT**

**(Bargain and Sale Deed for Parcel 2)**

**After Recording, Return to:**

\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bargain and Sale Deed**

Grantors: Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest

Grantee: City of Camas, Washington, a Washington municipal corporation

Legal Description (abbreviated): [TO BE ADDED]

Assessor's Property Tax Parcel Account Number(s): [TO BE ADDED]

Reference numbers of related documents: None

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### Bargain and Sale Deed

Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest (collectively, "Grantor"), for and in consideration of the sum of \$10.00 and other good and valuable consideration in hand paid, bargains, sells and conveys to City of Camas, Washington, a Washington municipal corporation ("Grantee"), the following described real estate situated in Clark County, Washington:

[LEGAL DESCRIPTION TO BE ADDED].

Grantor conveys such real estate to Grantee subject to all encumbrances, easements, and other matters of record.

Dated: \_\_\_\_\_, 20\_\_\_\_\_.

**[signatures and acknowledgments contained on following pages]**

**GRANTORS:**

TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company

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

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

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

STATE OF OREGON

COUNTY OF \_\_\_\_\_

ss.

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company.

\_\_\_\_\_  
(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires \_\_\_\_\_

PATRICK INVESTMENTS, LLC, an Oregon  
limited liability company

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

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

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

STATE OF OREGON

COUNTY OF \_\_\_\_\_

ss.

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of PATRICK INVESTMENTS, LLC, an Oregon limited liability company.

\_\_\_\_\_  
(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires \_\_\_\_\_

MJAJMJ, LLC, an Oregon limited liability company

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

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

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

STATE OF OREGON

COUNTY OF \_\_\_\_\_

ss.

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of MJAJMJ, LLC, an Oregon limited liability company.

\_\_\_\_\_  
(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires \_\_\_\_\_

EDWARD MALETIS REAL ESTATE  
HOLDINGS LLC, a Washington limited liability  
company

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

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

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

STATE OF OREGON

COUNTY OF \_\_\_\_\_

ss.

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of EDWARD MALETIS REAL ESTATE HOLDINGS LLC, a Washington limited liability company.

\_\_\_\_\_  
(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires \_\_\_\_\_

GREEN MOUNTAIN RT LLC, a Washington  
limited liability company

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

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

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

STATE OF OREGON

COUNTY OF \_\_\_\_\_

ss.

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of GREEN MOUNTAIN RT LLC, a Washington limited liability company.

\_\_\_\_\_  
(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires \_\_\_\_\_



NB GREEN PARTNERS, LLC, a Washington limited liability company

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

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

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

STATE OF OREGON

COUNTY OF \_\_\_\_\_

ss.

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of NB GREEN PARTNERS, LLC, a Washington limited liability company.

\_\_\_\_\_  
(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires \_\_\_\_\_

SFLPGM LLC, an Oregon limited liability company

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

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

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

STATE OF OREGON

COUNTY OF \_\_\_\_\_

ss.

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of SFLPGM LLC, an Oregon limited liability company.

\_\_\_\_\_  
(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires \_\_\_\_\_

**EXHIBIT F  
TO  
PURCHASE AND SALE AGREEMENT  
  
SELLERS' DOCUMENTS**

1. Any surveys relating to the Property.
2. Property tax statements for the Property for 2019 and 2020.
3. Copies of any reports, tests, and/or studies relating to the condition of the Property, including, without limitation, environmental reports, soils and geotechnical reports, and any inspection reports.
4. All governmental permits and approvals relating to the Property.
5. Copies of all correspondence to or from any governmental agency relating to the use, storage, release, spill, leakage, or disposal of Hazardous Materials at or affecting the Property.