



City Council Workshop Agenda Monday, September 21, 2020, 4:30 PM REMOTE MEETING PARTICIPATION

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).

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
 - To download the free ZOOM Cloud Meetings app for your device
 - Or, click the Join Meeting link in the top right corner and paste - 97887698772
2. From any device click the meeting link - <https://zoom.us/j/97887698772>
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 978 8769 8772 #, 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.
 - By phone, hit *9 to "raise your hand"
2. Residents can send public comments to publiccomments@cityofcamas.us (limit 400 words).

These will be entered into the meeting record. Emails received by one hour before the start of the meeting will be emailed to the Council 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 Council no later than the end of the next business day.

SPECIAL MEETING

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

WORKSHOP TOPICS

1. Presentation by City Attorney
Presenter: Shawn MacPherson

2. [Draft Resolution to Approve Interlocal Agreement Related to Historic and Cultural Resources](#)
[Presenter: Sarah Fox, Senior Planner](#)
3. Community Development Miscellaneous and Updates
This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director
4. [Draft Rezone Agreement Modification](#)
[Presenter: Robert Maul, Planning Manager](#)
5. [18th Avenue Reservoir Controls Professional Services Agreement S&B Inc.](#)
[Presenter: Sam Adams, Utilities Manager](#)
6. Public Works Miscellaneous and Updates
This is a placeholder for miscellaneous or emergent items.
Presenter: Steve Wall, Public Works Director
7. City Administrator Miscellaneous and Updates
This is a placeholder for miscellaneous or emergent items.
Presenter: Jamal Fox, City Administrator

COUNCIL COMMENTS AND REPORTS

PUBLIC COMMENTS

ADJOURNMENT



Staff Report

Draft Resolution to Approve Interlocal Agreement Related to Historic and Cultural Resources

Presenter: Sarah Fox, Senior Planner

Phone	Email
360.513.2729	sfox@cityofcamas.us

BACKGROUND: Clark County has presented an amended form of Interlocal Agreement to supersede and replace the 1996 Agreement.

SUMMARY: Clark County established the Historic Preservation Commission on December 23, 1981, which provides for the identification, evaluation, and protection of historic and prehistoric resources within the county. The Historic Preservation Commission is responsible for maintaining the Clark County Heritage Register and is intended to encourage the preservation, restoration, and rehabilitation of eligible historic, and cultural resources within the county for future generations. There are eight registered historic properties within the city and many more sites that are considered to be eligible for listing.

EQUITY CONSIDERATIONS:

- 1) What are the desired results and outcomes for this agenda item?
 - ⇒ To continue partnership with Clark County to identify, evaluate, and protect historic and prehistoric resources within the city.
- 2) What’s the data? What does the data tell us?
 - ⇒ Preservation of the city’s historic structures and cultural places are key to ensuring that the unique heritage of the city is not lost.
- 3) How have communities been engaged? Are there opportunities to expand engagement?
 - ⇒ The Historic Preservation Commission has hosted educational events in Camas to provide information to the public and owners of historic properties in recent years. They also presented information during a workshop to Council in 2018 with an offer to return when invited. There is a free app available to anyone interested in learning more about the historic sites throughout the county (search “Historic Clark County”) and online at: <https://clark.wa.gov/community-planning/historic-sites>.

- 4) Who will benefit from or be burdened by this agenda item?
⇒ Preservation of historic resources benefits the city now and into the future.
- 5) What are the strategies to mitigate any unintended consequences?
⇒ No unintended consequences have been identified.
- 6) 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.
⇒ Prior to the city's incorporation, the area was used frequently by indigenous people for fishing and gathering of food, such as the Camas Lily that is still found in the northern part of the city.
- 7) Will this agenda item improve ADA accessibility for people with disabilities?
⇒ This agreement does not affect the built environment.
- 8) What potential hurdles exist in implementing this proposal (include both operational and political)?
⇒ None identified.
- 9) How will you ensure accountability, communicate, and evaluate results?
⇒ The Clark County Historic Preservation Commission provides an annual report of their activities.
- 10) How does this item support a comprehensive plan goal, policy or other adopted resolution?
⇒ The partnership supports goal #13 of the Growth Management Act, "Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance." It also supports the city's comprehensive plan policy NE-1.5: "Protect, conserve, and manage existing natural resources and valuable historic and cultural areas in order to ensure their long-term preservation."

BUDGET IMPACT: None. No financial support required.

RECOMMENDATION: Staff recommends that Council move to approve the Interlocal Agreement by and between Clark County, the Cities of Camas, Washougal, Ridgefield, La Center, Battle Ground, Vancouver, and the Town of Yacolt Concerning Cultural and Historic Resources and authorize the Mayor to execute the Agreement on behalf of the City.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF CAMAS,
WASHINGTON approving an Interlocal Agreement related to
Cultural and Historic Resources

WHEREAS, the City of Camas and Clark County entered into an Intergovernmental Agreement Concerning Cultural and Historic Resources on September 24, 1996; and

WHEREAS, Clark County has presented an amended form of Interlocal Agreement to supersede and replace the 1996 Agreement; and

WHEREAS, the Interlocal Cooperation Act pursuant to RCW Chapter 39.34 allows one or more public entities to contract with one another to perform government functions or services which each is allowed by law to perform; and

WHEREAS, the amended Interlocal Agreement will also include as parties the Cities of Camas, Washougal, Ridgefield, La Center, Battle Ground, Vancouver, and the Town of Yacolt; and

WHEREAS, RCW 39.34.030(2) provides that appropriate action by resolution or otherwise pursuant to law of the respective governing bodies is required to approve any Agreement adopted pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act;

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

I

The City of Camas hereby approves the Interlocal Agreement by and between Clark County, the Cities of Camas, Washougal, Ridgefield, La Center, Battle Ground, Vancouver, and the Town of Yacolt Concerning Cultural and Historic Resources and authorizes the Mayor to execute the Agreement on behalf of the City.

II

Pursuant to RCW 39.34.040 the Interlocal Agreement as herein approve shall be listed on the City's website or other electronically retrievable public source.

RESOLUTION NO. ____

PASSED by the Council of the City of Camas and approved by the Mayor this ____ day of _____, 2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

**INTERLOCAL AGREEMENT BY AND BETWEEN
CLARK COUNTY, THE CITIES OF CAMAS, WASHOUGAL, RIDGEFIELD,
LA CENTER, BATTLE GROUND, VANCOUVER,
AND THE TOWN OF YACOLT
CONCERNING CULTURAL AND HISTORIC RESOURCES**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington, by and between Clark County (the “County”), and the Cities of Battle Ground, Camas, La Center, Ridgefield, Washougal, and the Town of Yacolt, all municipal corporations of the State of Washington (“the Cities”). Together, the Cities and the County shall be referred to as “the Parties”.

RECITALS

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides that one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform;

WHEREAS, a Certified Local Government (CLG) is a local government that establishes a historic preservation program meeting federal and state standards and is eligible to apply to the State Historic Preservation Officer (SHPO) and the National Park Service for certification. A local government that receives such certification is known as a “certified local government” or “CLG”;

WHEREAS, Clark County is a Certified Local Government (CLG) that has established a historic preservation program that meets federal and state standards of the National Park Service and the Washington State Historic Preservation Office (the Department of Archaeology and Historic Preservation);

WHEREAS, the County established a Historic Preservation Commission on December 23, 1981, which provides for the identification, evaluation, and protection of historic and prehistoric resources within the county;

WHEREAS, the Historic Preservation Commission is responsible for maintaining the Clark County Heritage Register and is intended to encourage the preservation, restoration, and rehabilitation of eligible historic, and/or cultural resources within the county for future generations;

WHEREAS, the County has adopted Clark County Code 40.250.030 Historic Preservation to implement the Clark County Historic Preservation program; and

WHEREAS, the County has previously cooperated with each of the Cities in these subject areas.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

AGREEMENT

- I. **PURPOSE.** The purpose of this Agreement is to:
 - A. Continue the Clark County Historic Preservation Commission as the local review body for the Parties;
 - B. Continue the established process for recognizing, nominating, designating, and listing historic and cultural properties to the Clark County Heritage Register, which have special significance and are, therefore, worthy of preservation;

- C. Continue the established process for reviewing alterations to properties listed in the Clark County Heritage Register;
- D. Continue the established process for the owners of local historic and cultural properties to take advantage of the Washington State Special Valuation program;
- E. Encourage private owners to preserve their significant historic and cultural properties;
- F. Provide owners and interested citizens with information about local historic and cultural resources;
- G. Allow the Parties to have input on the designation of significant historic and cultural resources within their jurisdictions, including historic districts, within their jurisdictions; and
- H. Allow the Parties to share information pertaining to historic and cultural resources.

II. ROLE OF HISTORIC PRESERVATION COMMISSION AND STAFF.

A. The Clark County Historic Preservation Commission:

1. Clark County Heritage Register: The Clark County Historic Preservation Commission will review all nominations to the Clark County Heritage Register. The Historic Preservation Commission shall ensure that each Party has reasonable notice and opportunity for input on an application that is within their jurisdiction.
2. Design Review: The Clark County Historic Preservation Commission will review applications for alterations, demolitions, and relocations of properties listed in the Clark County Heritage Register.
3. Special Valuation: The Clark County Historic Preservation Commission will review all applications for the Washington State Special Valuation for Historic Properties.
4. National Register of Historic Places: The Clark County Historic Preservation Commission will make recommendations to the State Historic Preservation Officer on nominations to the National Register of Historic Places.
5. Commission Membership: Because Clark County and the City of Vancouver are both Certified Local Governments and have chosen to have a joint Historic Preservation Commission, both the City of Vancouver and Clark County participate in the appointment process of commission members. The Clark County Historic Preservation Commission shall consist of seven (7) members. Except as provided in Clark County Code 40.250.030(D)(2)(b), five (5) members of the commission shall be appointed by the County Council and shall be residents of the county, and two (2) members of the commission shall be appointed by the city of Vancouver and shall be residents of the city of Vancouver.
6. The Cities shall have an adopted historic preservation code provision that provides guidance on the requirements of the historic preservation program or shall adopt by reference Clark County Code Historic Preservation 40.250.030.
7. Appeals of decisions by the Historic Preservation Commission will be heard as provided by a City's historic preservation code, or in the absence of an adopted code provision, will default to Clark County's Historic Preservation Code (Clark County Code 40.250.030), in which appeals are heard by the Superior Court, pursuant to Chapter 36.70C RCW.

B. Staff:

1. County Staff: Clark County Community Planning staff will be responsible for administrative functions of the commission, including minutes and agendas, and will prepare staff reports and recommendations on historic preservation cases, with assistance from City staff when needed, and will attend commission meetings and public hearings concerning properties in each City's jurisdictions. Other duties are referenced in the Historic Preservation Commission's Rules and Procedures and Clark County Code 40.250.030. The county's Prosecuting Attorney's office will provide general guidance to the commission on internal regulatory matters as well as guidance on legal matters regarding interpretation of the County Code and other cities/town codes.
2. City Staff: Staff to the Cities will be responsible to notify county staff to the Historic Preservation Commission when any building or demolition permit applications are applied for properties listed on the Clark County Heritage Register and the Cultural Resources Inventory.
3. Staff Cooperation: City and County staff will work cooperatively within the spirit of the commission's Rules and Procedures to provide the necessary flow of information and staff support to the commission.

- III. DURATION. This Agreement shall become effective upon its recording with the Clark County Auditor following execution by the Parties and shall continue for ten years.
- IV. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. The Parties shall administer the performance of the Agreement.
- V. MANNER OF FINANCING. Clark County provides administrative support to the Historic Preservation Commission. The Cities do not provide any financial support.
- VI. NO PROPERTY. No property will be acquired, held, used, or disposed of in connection with this Agreement.
- VII. TERMINATION. Any City may choose to terminate this Agreement by providing thirty (30) days written notice to the County, which action would not invalidate this Agreement among the remaining Parties. The County may choose to terminate this Agreement with any City by providing thirty (30) days written notice to the City.
- VIII. DISPUTE RESOLUTION. In the event of a dispute between the Parties regarding performance of this Agreement, the Parties shall proceed as follows:
 - a. The County Manager and the City Manager of the jurisdiction involved in the dispute, or their designated representatives, shall first review the dispute and provide the Parties options for mutual resolution of the dispute.
 - b. Jurisdiction and venue over any controversy or claim arising out of or relating to this Agreement or the alleged breach of this Agreement that cannot be resolved pursuant to section 8.a shall be in the Superior Court for the State of Washington in Clark County.
- IX. EMPLOYMENT. The employees of the County and the Cities shall not in any manner be deemed to be the employees of the other Party. Nothing in this Agreement shall make any employee of a Party an employee of the other Party for any purpose, including but not limited to, for withholding of taxes, payment of

benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

- X. INDEMNIFICATION. The Parties hereby release, indemnify, and promise to defend and save harmless the other Parties, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the other Party, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of its performance of service pursuant to this Interlocal Agreement. In making such assurances, each Party specifically agrees to indemnify and hold harmless the other Party from any and all bodily injury claims brought by its employees and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the other Party; provided, however, this paragraph does not purport to require that either Party indemnify the other against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of the Party that would otherwise be entitled to indemnity under this provision, or its elected officials, officers, employees, and agents.
- XI. AMENDMENTS. This Agreement may be amended only by an instrument in writing executed by the Parties hereto.
- XII. ASSIGNMENT. No Party hereto shall assign its rights or obligations under this Agreement without the prior written consent of the other Party hereto.
- XIII. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- XIV. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein.
- XV. FILING. Within five (5) days from the date of execution of this Agreement, the Clerk of the Clark County Council shall file this Agreement with the County Auditor, and post this Agreement on the County website pursuant to RCW 39.34.040.
- XVI. SEVERABILITY. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.
- XVII. GOVERNING LAW. The rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement on the dates indicated below.

For the **COUNTY**:

CLARK COUNTY, WA

A municipal corporation

By: _____

Clark County Manager

DATED: _____

Approved as to Form only:

Anthony F. Golik

Prosecuting Attorney

By: _____

Christine Cook

Senior Deputy Prosecuting Attorney

For:

CITY OF BATTLEGROUND, WA
A municipal corporation

By: _____
[Signature and Title of Authorized Official]

[Printed Name and Title of Authorized Official]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

For :

CITY OF CAMAS, WA

A municipal corporation

By: _____
[Signature and Title of Authorized Official]

[Printed Name and Title of Authorized Official]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

For:

THE CITY OF LA CENTER, WA
A municipal corporation

By: _____
Greg Thornton, Mayor

DATED: _____

Approved as to Form only:

By: _____
Daniel Kearns, City Attorney

For:

CITY OF RIDGEFIELD, WA

A municipal corporation

By: _____
[Signature and Title of Authorized Official]

[Printed Name and Title of Authorized Official]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

For :

CITY OF WASHOUGAL, WA
A municipal corporation

By: _____
[Signature and Title of Authorized Official]

[Printed Name and Title of Authorized Official]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

For:

THE TOWN OF YACOLT, WA
A municipal corporation

By: _____
[Signature and Title of Authorized Official]

[Printed Name and Title of Authorized Official]

DATED: _____

Approved as to Form only:

By: _____
Signature and Title

Printed Name and Title

CO 96-980

RECEIVED Item 2.

SEP 26 1996

MAYOR'S OFFICE

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CAMAS AND CLARK COUNTY
CONCERNING CULTURAL AND HISTORIC RESOURCES

The City of Camas and Clark County agree to protect significant cultural and historic resources, and to provide heritage education. We hereby agree to the following provisions:

Section 1: Purpose.

The purpose of this agreement is to:

- A. Establish the Clark County Historic Preservation Commission as the local review body for the City of Camas;
- B. Establish a process for recognizing and designating historic and cultural properties which have special significance and are, therefore, worthy of preservation;
- C. Establish a process for reviewing alterations to significant historic and cultural resources;
- D. Establish a process for the owners of local historic and cultural properties to take advantage of the Washington State Special Valuation program;
- E. Encourage private owners to value their significant historic and cultural properties;
- F. Provide owners and interested citizens with information about local historic and cultural resources;
- G. Allow the City of Camas to have input on the designation of significant historic and cultural resources, including historic districts; and
- H. Allow the City and County to share information pertaining to historic and cultural resources.

Section 2: Local Review Authority.

This section applies to properties located within the Camas city limits.

- A. Local Register: The Clark County Historic Preservation Commission will review all nominations to the local historic register. Properties and districts so designated will be clearly identified

- on zoning maps. The City shall have an opportunity for input on applications submitted to the Historic Preservation Commission. Appeals of these decisions will be heard by the Camas City Council.
- B. Design Review: The Clark County Historic Preservation Commission will review alterations, demolitions and relocations of historic properties. Appeals will be heard by the Camas City Council.
- C. Special Valuation: The Clark County Historic Preservation Commission will review all applications for the Washington State Special Valuation for Historic Properties.
- D. State and National Registers: The Clark County Historic Preservation Commission will make recommendations to the State Historic Preservation Officer on nominations to the State and National Registers.
- E. Commission Membership: The City of Camas will not appoint a representative. All appointments will be made by the Clark County Board of Commissioners. Commission members will be selected based on professional or demonstrated expertise rather than geographic distribution.
- F. Staffing: City staff with knowledge of the local resources, and the designation and review processes will assist County staff in preparing staff reports and recommendations, and will attend Commission work sessions and public hearings concerning properties within the Camas urban area.
- G. Local Historic Register Ordinance: The City of Camas will adopt an ordinance substantially similar to the Clark County Historic Preservation Ordinance and which includes the provisions of this Intergovernmental Agreement.

Section 3: Filing.

The City and County shall file a fully executed copy of this agreement as required.

Section 4: Amendment.

This shall constitute the full and complete agreement of the parties and may be amended only by express written agreement of the County and the City executed in the same manner as provided by law for the execution of this Agreement.

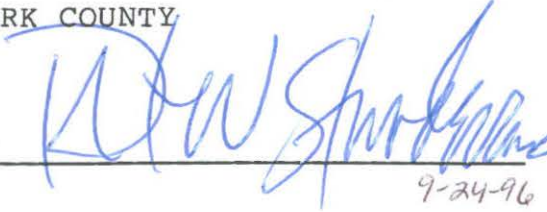
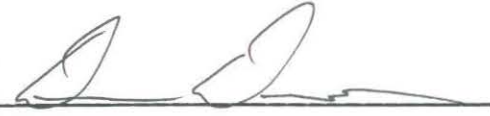
Section 5: Termination.

Either party may terminate this Agreement at any time, with or without cause, upon not less than sixty (60) days written notice to the other party.

DATED this 24th day of September, 1996.

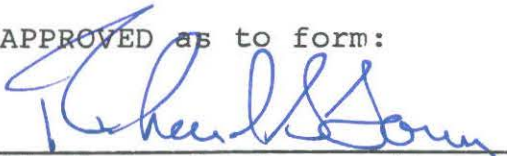
CLARK COUNTY

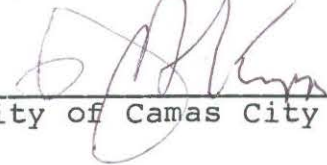
CITY OF CAMAS

By:  By: 
9-24-96

APPROVED as to form:

APPROVED as to form:


Clark County Prosecuting
Attorney


City of Camas City Attorney



Staff Report – Kate’s Heath Rezone Agreement Modification

Draft Rezone Agreement Modification
Presenter: Robert Maul, Planning Manager

Phone	Email
360.817.7255	rmaul@cityofcamas.us

BACKGROUND: The owner of parcel numbers 986028-434 and 986028-435 is seeking a modification to an existing rezone agreement that was entered into with the City of Camas back in April of 2010.

SUMMARY: The site in question contains two tax parcels located in the Grass Valley area of Camas northwest corner of NW 38th Avenue and NW Parker Road. The applicant and current owner, David Lugliani, is seeking a modification to an existing recorded Concomitant Rezone Agreement that is between the owners of the property and the City of Camas. The original agreement, which is attached in this agenda, primarily listed restricted uses, rather than a whole table of uses from the code. As such, the applicant wants to seek clarity in allowed uses for the site by adding a use table to the agreement. One use that is stricken is that of mini-storage.

The original agreement was recorded back on April 30th, 2010. The zoning for the subject parcels at the time, and still remain, as Light Industrial/Business Park (LI/BP). The original intent behind the rezone agreement was to have allowed uses from the Light Industrial (LI) Zone apply to the subject property as well as one that now houses the Camas Self Storage facility on 38th. The proposed agreement does not apply to the Camas Self Storage site.

Staff has reviewed the proposed changes to the modified agreement. Legal has also reviewed and approved as to form. The listed use table in the modified agreement is consistent with the current Camas Municipal Code table of uses with the exception of mini storage being stricken as a use in the proposal.



Figure 1: Current Location Map.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? Staff is seeking direction from Council to return with a final version for action.

What's the data? What does the data tell us? Staff referred to the existing agreement, Camas Municipal Code, and GIS mapping data. The proposed changes would be consistent with adopted policies and codes in Camas.

How have communities been engaged? Are there opportunities to expand engagement? This is a site specific request that does not have a direct impact of neighboring property owners. Once any formal development application is submitted then the established public process associated with land development will allow for formal engagement.

Who will benefit from or be burdened by this agenda item? The owner of the property in question will have more certainty in what allowed uses are permitted on site for future development.

What are the strategies to mitigate any unintended consequences? The City Council does have the ability to modify for terminate the agreement as listed in the recitals within the current and proposed agreement.

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 accessibility for people with disabilities? Adopted city codes and policies require full compliance with ADA accessibility when site development is proposed.

What potential hurdles exists in implementing this proposal (include both operational and political)? Having clear, and consistent development standards help alleviate potential for implementing without having to use interpretation and assumption.

How will you ensure accountability, communicate, and evaluate results? The use and adherence to adopted city policies for development activities helps provide consistency and accountability.

BUDGET IMPACT: There is no direct impact to the City's budget with the proposed amendments to the rezone amendment. Long term budget implications include, but are not limited to, revenues from future application fees, tax revenue increases from developed property value increases and other permit related impact fees and system development charges. Long term budget impacts to city services and expenditures include, but are not limited to, public works maintenance, emergency service calls, and other services provided by the city staff once the property is developed.

RECOMMENDATION: Staff recommends that Council discuss the agenda item and direct staff to return with a final draft for approval at a later Council meeting.

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

LeAnne M. Bremer
Miller Nash Graham & Dunn, LLP
500 Broadway, Suite 400
P.O. Box 694
Vancouver, Washington 98666

Grantor : Daniel P. MacKay and William A. Mackay, as Co-Trustees of the Donald G. MacKay Remainder Trust; Kates Heath, LLC
Grantee : City of Camas, Washington
Abbreviated Legal : SE ¼ Section 32 and SW ¼ of Section 33, T2N, R3E
Assessor's Tax Parcel Nos.: 986028-434; 986028-435
Prior Excise Tax No. : NA
Other Reference No. : AFN 4661127

AMENDMENT TO COVENANT REZONE AGREEMENT

THIS AMENDMENT TO COVENANT REZONE AGREEMENT is made this ____ day of _____, 2020, by Daniel P. MacKay and William A. Mackay, as Co-Trustees of the Donald G. MacKay Remainder Trust, and Kates Heath, LLC, as owners (“Owners”) and the City of Camas, Washington.

RECITALS:

- A. Owners, and their predecessors, recorded the Covenant Rezone Agreement on April 30, 2010, under Clark County Auditor’s File No. 4661127 (“Rezone Agreement”) applicable to the property legally described in **Exhibit A**, attached and incorporated by reference (“Property”).
- B. The Rezone Agreement implements the conditions contained in Ordinance No. 2529.
- C. One of the conditions of Ordinance No. 2529 limits the uses on the Property, which is in the LI zone.

D. Section 2.A. of the Rezone Agreement lists some Permitted and Not Permitted Uses applicable to the Property, but it is unclear if other uses permitted in the LI zone are allowed on the Property.

E. The Owners, or their predecessors, executed the Rezone Agreement nearly 10 years ago, and it applied to approximately 52 acres. Since then, a 4.75-acre parcel has approval for a storage facility, and the remaining approximate 47 acres contains 9 usable acres after taking into account land set aside for mitigation and critical areas.

F. By this Amendment the Rezone Agreement shall be clarified to prohibit additional mini or vehicular storage facilities.

G. Section 4 of the Rezone Agreement allows it to be modified by action of the City of Camas.

H. The parties desire to amend the Rezone Agreement to clarify the Permitted and Not Permitted Uses on the Property.

NOW, THEREFORE, Owners agree as follows:

1. Clarification of Permitted and Not Permitted Uses. The Permitted and Conditionally Permitted Uses are all of those uses allowed in the current LI zone listed in Table 18.07.030 of the Camas Municipal Code set forth in **Exhibit B**, attached and incorporated into the Rezone Agreement and this Amendment by reference except mini-storage/vehicular storage (which exception does not include the previously approved project on Tax Parcel No. 125195-000). The table in **Exhibit B** fully replaces the table in Section 2.A. of the Rezone Agreement except that any Permitted or Conditional Use in the table in Section 2.A will continue to be a Permitted Use or Conditional Use applicable to the Property, even if prohibited in the table in **Exhibit B**.
2. Ordinance No. 2529. The City of Camas agrees to take all necessary steps to amend Ordinance No. 2529, if necessary, to be consistent with this Amendment.
3. Binding. This Covenant shall remain in full force and effect until amended, modified or terminated by the action of the City of Camas in zoning proceedings appropriate for that purpose. Nothing in this Covenant shall be construed as limiting in any way the authority of the City of Camas, or its governmental successors, from approving amendments or modifications to this Covenant. It is expressly provided that this Covenant may be amended, modified or terminated with the approval of the City of Camas, or its governmental successors, and under no circumstances shall any approval by any other person or entity be required in order for the Owners to seek amendment, modification or termination of this Covenant in whole or in part.
4. Amendatory. Except as otherwise amended by this Amendment, the Rezone Agreement remains in full force and effect.

Daniel P. MacKay and William A. Mackay, as Co-Trustees of the Donald G. MacKay Remainder Trust

By: Daniel P. MacKay
Title: Trustee
Date: _____

By: William A. MacKay
Title: Trustee
Date: _____

State of Washington)
)
County of Clark) ss.

On this ___ day of _____, 2020, before me personally appeared Daniel P. Mackay, to me known to be the Trustee of the Donald G. MacKay Remainder Trust that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated: _____, 2020.

Notary Public for _____

(Printed or Stamped Name of Notary)
Residing at _____
My appointment expires: _____

State of Washington)
)
County of Clark) ss.

On this ___ day of _____, 2020, before me personally appeared Daniel P. Mackay, to me known to be the Trustee of the William P. MacKay Remainder Trust that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated: _____, 2020.

Notary Public for _____

(Printed or Stamped Name of Notary)

Residing at _____

My appointment expires: _____

DRAFT

Kates Heath, LLC:

By: _____
Title: _____
Date: _____

State of Washington)
)
County of Clark) ss.

On this ___ day of _____, 2020, before me personally appeared David Lugliani, to me known to be the Manager of Kates Heath, LLC that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated: _____, 2020.

Notary Public for _____

(Printed or Stamped Name of Notary)
Residing at _____
My appointment expires: _____

City of Camas, Washington:

By: _____
Title: _____
Date: _____

State of Washington)
)
County of Clark) ss.

On this ___ day of _____, 2020, before me personally appeared _____, to me known to be the _____ of the City of Camas, Washington that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated: _____, 2020.

Notary Public for _____

(Printed or Stamped Name of Notary)
Residing at _____
My appointment expires: _____

Exhibit A to Amendment
Legal Description of Property

DRAFT

Exhibit B to Amendment
 Permitted and Conditionally Permitted Uses
 Table 18.07.030

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
Commercial Uses									
Animal kennel, commercial boarding ⁶	X	X	X	P ¹¹	X	P ₁₁	X	P ₁₁	P ₁₁
Animal shelter ⁶	X	X	X	C	X	C	X	C	P
Antique shop ⁶	P	P	P	P	P	C	X	X	P
Appliance sales and service ⁶	X	P	P	P	P	P	X	C	P
Automobile repair (garage) ⁶	X	P	C	P	X	P	X	P	P
Automobile sales, new or used ⁶	X	P	X	P	X	P	X	P	P
Automobile service station ⁶	X	P	C	P	X	P	X	P	P
Automobile wrecking ⁶	X	X	X	X	X	X	X	X	C
Bakery (wholesale) ⁶	X	X	X	P	X	P	P ⁵	P	P
Bakery (retail) ⁶	P	P	P	P	P	P	P ⁵	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Banks, savings and loan	X	P	P	P	P	P	P ⁵	P	P
Barber and beauty shops ⁶	P	P	P	P	P	P	P ⁵	P	P
Boat building ⁶	X	X	X	C	X	C	X	C	P
Boat repair and sales ⁶	X	P	X	P	X	P	X	P	P
Book store ⁶	C	P	P	P	P	P	P ⁵	P	P
Bowling alley/billiards ⁶	X	P	X	P	P	P	X	P	P
Building, hardware and garden supply store ⁶	X	P	C	P	P	P	X	P	P
Bus station ⁶	X	C	C	P	C	P	X	P	P
Cabinet and carpentry shop ⁶	X	P	C	P	C	P	P ⁵	P	P
Candy; confectionery store ⁶	P	P	P	P	P	P	P ⁵	P	P
Cemetery ⁶	X	X	X	C	X	X	X	C	P
Clothing store ⁶	C	P	P	P	P	P	X	P	P
Coffee shop, cafe ⁶ or kiosk	P	P	P	P	P	P	P ⁵	P	P
Convention center ⁶	X	P	X	C	C	P	P	C	X
Day care center ⁶	C	P	P	C	P	C	P ⁵	C	C
Day care, adult	P	P	P	P	P	P	P	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Day care, family home ⁶	P	P	P	P	P	X	P ⁵	P	X
Day care, mini-center ⁶	P	P	P	P	P	P	P ⁵	P	X
Delicatessen (deli) ⁶	P	P	P	P	P	P	P ⁵	P	P
Department store ⁶	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 ⁶	C	P	C	C	C	P	P ⁵	P	P
Event center	X	P	C	P	C	P	P	P	P
Feed store ⁶	X	X	X	P	X	C	X	P	P
Fitness center/sports club ⁶	X	P	P	P	P	P	P ⁵	P	P
Florist shop ⁶	P	P	P	P	P	P	P ⁵	P	X
Food cart/food truck/ food delivery business ⁶	C	P	C	P	C	P	C	P	X
Furniture repair; upholstery ⁶	X	P	C	P	P	P	X	P	P
Furniture store ⁶	X	P	C	P	P	P	X	P	X
Funeral home ⁶	X	P	C	P	P	X	X	X	X
Gas/fuel station ⁶	X	P	C	P	X	P	X	P	P
Gas/fuel station with mini market ⁶	X	P	C	P	X	P	X	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Grocery, large scale ⁶	X	P	C	P	P	C ⁸	X	P	P
Grocery, small scale ⁶	P	P	C	P	P	P	X	P	P
Grocery, neighborhood scale ⁶	P	P	P	P	P	P	P ⁵	P	X
Hospital, emergency care ⁶	X	C	P	P	P	P	X	P	X
Hotel, motel ⁶	X	C	C	P	P	P	X	P	X
Household appliance repair ⁶	X	P	C	P	P	P	X	P	P
Industrial supplies store ⁶	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) ⁶	P	P	P	P	P	P	P ⁵	P	P
Laundry (self-serve)	P	P	P	P	P	P	X	P	P
Liquor store ⁶	X	P	C	P	C	C	X	C	C
Machine shop ⁶	X	X	C	C	C	C	P ⁵	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) ⁶	C	P	P	P	P	P	P ⁵	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Mini-storage/vehicular storage ⁶	X	X	X	X	X	X	X	P	P
Manufactured home sales lot ⁶	X	X	X	P	X	X	X	P	P
Newspaper printing plant ⁶	X	P	C	C	X	X	X	P	P
Nursery, plant ⁶	X	P	C	C	C	C	X	C	P
Nursing, rest, convalescent, retirement home ⁶	C	P	P	P	P	X	X	X	X
Office supply store ⁶	X	P	P	P	P	X	P ⁵	P	P
Pawnshop ⁶	X	X	X	X	X	X	X	C	C
Parcel freight depots ⁶	X	P	X	P	X	P	P ⁵	P	P
Pet shops ⁶	X	P	P	P	P	P	X	P	C
Pharmacy ⁶	X	P	P	P	P	P	P ⁵	P	P
Photographic/electronics store ⁶	X	P	P	P	P	P	P ⁵	P	P
Plumbing, or mechanical service ⁶	X	X	X	P	C	P	X	P	P
Printing, binding, blue printing ⁶	C	P	P	P	P	P	P ⁵	P	P
Professional office(s) ⁶	C	P	P	P	P	P	P	P	P
Public agency ⁶	C	P	P	P	P	P	P	P	P
Real estate office ⁶	C	P	P	P	P	P	T	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Recycling center ⁶	X	X	X	X	X	X	X	P	P
Recycling collection point ⁶	T or C	P	T or C	T or C	C	C	P ⁵	P	P
Recycling plant ⁶	X	X	X	X	X	X	X	C	P
Research facility ⁶	X	P	C	C	X	P	P	P	P
Restaurant ⁶	C	P	P	P	C	P	P ⁵	P	P
Restaurant, fast food ⁶	X	P	C	P	C	P	P ⁵	P	P
Roadside produce stand ⁶	T	T	T	T	C	X	T	T	T
Sand, soil, gravel sales and storage ⁶	X	X	X	X	X	X	X	C	P
Second-hand/consignment store ⁶	C	P	P	P	P	P	X	P	P
Sexually oriented business ^{1,5}	X	X	X	X	X	X	P	X	X
Shoe repair and sales ⁶	P	P	P	P	P	P	X	P	P
Smoke shop/head shop ⁹	X	X	P	P	X	X	X	X	X
Stock broker, brokerage firm	P	P	P	P	P	P	P	P	P
Specialty goods production (e.g. brew pub)	P	P	P	P	P	P	P	P	P
Taverns ⁶	X	P	C	P	C	P	X	P	P
Theater, except drive-in ⁶	X	P	C	P	P	P	X	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Truck terminals ⁶	X	C	X	C	X	X	X	C	P
Veterinary clinic ⁶	X	P	C	P	P	P	X	P	P
Warehousing, wholesale and trade ⁶	X	X	X	C	C	P	P ⁵	P	P
Warehousing, bulk retail ⁶	X	X	X	C	C	X	X	P	P
Manufacturing and/or processing of the following:									
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	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Paper, pulp or related products	X	X	X	X	X	X	X	X	P
Signs or other advertising structures	X	X	X	C	C	C	P	C	P
Electronic equipment	X	P	X	X	X	X	P	P	P
Industrial Uses									
High-tech industry	X	P	X	X	P	P	P ²	X	X
Manufacturing of miscellaneous goods (e.g. musical instruments, toys, vehicle parts)	X	X	X	X	C	X	X	P	P
Optical goods	X	C	C	C	C	P	P ⁵	P	P
Packaging of prepared materials	X	X	C	P	C	C	P ⁵	C	P
Scientific and precision instruments	X	P	X	X	X	P	P	P	P
Recreational, Religious, Cultural Uses									
Auditorium ⁶	C	P	P	P	P	P	X	P	P
Community club ⁶	C	P	P	P	P	P	X	P	P
Church ⁶	P	P	P	P	P	P	X	P	P
Golf course/driving range ⁶	P	X	P	P	X	P	P ⁵	P	P
Library ⁶	C	P	P	P	P	P	X	P	P
Museum ⁶	C	P	P	P	P	P	X	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Recreational vehicle park ⁶	X	X	X	C	X	X	X	P	P
Open space ⁶	P	P	P	P	P	P	P	P	P
Park or playground	P	P	P	P	P	P	P	P	P
Sports fields ⁶	C	X	P	P	P	P	X	P	P
Trails	P	P	P	P	P	P	P	P	P
Educational Uses									
College/university ⁶	P	P	P	P	P	P	X	P	P
Elementary school ⁶	P	P	P	P	P	P	X	P	P
Junior or senior high school ⁶	P	P	P	P	P	P	X	P	P
Private, public or parochial school ⁶	P	P	P	P	P	P	X	P	P
Trade, technical or business college ⁶	P	P	P	P	P	P	P	P	P
Residential Uses									
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

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Duplex or two-family dwelling	X	C/P ₇	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 ₇	X/P ₁₀	X/P ₁₀	C	X	X	X	X
Residence accessory to and connected with a business	P	P	P	X/P ₁₀	P	X	X	X	X
Single-family dwelling	X	X	X	X	P	X	X	X	X
Communication, Utilities and Facilities									
Electrical vehicle infrastructure	P	P	P	P	P	P	P	P	P
Wireless communications facility	Refer to Chapter 18.35								
Facilities, minor public	P	P	P	P	C	P	P	C	P
Facility, essential ⁶	X	X	C	C	C	C	P	C	C
Railroad tracks and facilities ⁶	C	X	C	C	C	X	X	C	C
Temporary Uses									

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Temporary sales office for a development ⁴	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.
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.

DRAFT

LeAnne M. Bremer, P.C.
leanne.bremer@millernash.com
360.619.7002 direct line

March 4, 2020

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

Subject: Application for Amendment to Rezone Agreement

To the Community Development Department:

According to an email I received from Robert Maul on December 19, 2019 on the contents of this application, I am submitting the following for processing the amendment to the Rezone Agreement:

1. Application form signed by the owners, Kates Heath, LLC and the MacDonald Trust;
2. Copy of the Covenant Rezone Agreement that the owners request to be clarified;
3. Proposed draft amendment;
4. Map of the properties; and
5. Check for \$862.

Narrative

The Concomitant Rezone Agreement applies to approximately 52 gross acres of land on three tax parcels. Since the parties entered into the agreement, approximately 5 gross acres have been developed for a mini-storage as allowed under the agreement, on Tax Parcel 125195-000. Only 9 developable acres can be developed of the remaining 47 acres.

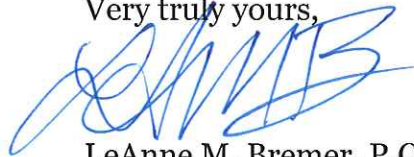
City of Camas
March 4, 2020
Page 2

The Concomitant Rezone Agreement sought to confirm the permitted uses on the subject property by reference to the LI zone but only included a list of uses that were not permitted. The applicants seek clarification that the remaining acres under the agreement can be developed under the LI zone.

The City has already made the legislative and policy decision that this property should be zoned LI. Accordingly, the applicants seek an amendment that all LI uses are allowed on the property except additional mini-storage uses.

Please process this application at your earliest opportunity. Thank you.

Very truly yours,



LeAnne M. Bremer, P.C.

cc: David Lugliani

Additional Property Owner:

Daniel P. MacKay and William A. Mackay, as Co-Trustees of the Donald G. MacKay Remainder Trust

Daniel P. Mackay T

By: Daniel P. MacKay

Title: Trustee

Date: 2/20/2020

See attached

By: William A. MacKay

Title: Trustee

Date: _____

Additional Property Owner:

Daniel P. MacKay and William A. Mackay, as Co-Trustees of the Donald G. MacKay Remainder Trust

Daniel P. MacKay T

By: Daniel P. MacKay

Title: Trustee

Date: 2/20/2020

William A. MacKay T

By: William A. MacKay

Title: Trustee

Date: 02/22/2020

4661127 COV

RecFee - \$77.00 Pages: 16 - LANDERHOLM MEMOVICH ETAL
Clark County, WA 04/30/2010 08:21



Return Recorded Instrument to:

Randall B. Printz
Landerholm, Memovich,
Lansverk & Whitesides, P.S.
P.O. Box 1086
Vancouver, WA 98666-1086

Document Title(s) (or transactions contained therein):

Covenant Rezone Agreement

Reference Number(s) or Documents assigned or released:

Additional reference numbers on page ____ of document

Grantor(s) (Last name first, then first name and initials):

**MacDonald Clark County Living Trust, with Douglas B. MacDonald as Trustee
Donald G. MacKay Remainder Trust with Daniel P. Mackay and William A. Mackay as
Trustees**

Additional names on page ____ of document

Grantee(s) (Last name first, then first name and initials):

**MacDonald Clark County Living Trust, with Douglas B. MacDonald as Trustee
Donald G. MacKay Remainder Trust with Daniel P. Mackay and William A. Mackay as
Trustees**

Additional names on page ____ of document

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range):

SE ¼ of Section 32 and SW ¼ of Section 33, T2N, R3E

Additional legal is on page ____ of document

Assessor's Property Tax Parcel/Account Number:

177461-000, 125195-000

MACM03-000001 - 313695.doc

When Recorded, Return to.:

Randall B. Printz
Landerholm, Memovich, Lansverk
& Whitesides, P.S.
P.O. Box 1086
Vancouver, WA 98666-1086

ABOVE SPACE RESERVED FOR RECORDING INFORMATION

COVENANT REZONE AGREEMENT

RECITALS

WHEREAS, MacDonald Clark County Living Trust, with Douglas B. MacDonald as Trustee, owns an undivided one half interest in real property located in Clark County, Washington, north of NW 38th Street, also known as tax parcels 177461-000 and 125195-000, legally described in Exhibit "A", attached hereto; and

WHEREAS, Donald G. Mackay Remainder Trust with Daniel P. Mackay and William A. Mackay as Trustees, owns an undivided one half interest in the real property located in Clark County, Washington, north of NW 38th Street, also known as tax parcel 177461-000 and 125195-000, legally described in Exhibit "A", attached hereto; and

WHEREAS, collectively, the two property owners are referred to hereinafter as "Mackay/MacDonald"; and

WHEREAS, pursuant to Ordinance #2529, the City of Camas, hereafter "the City", rezoned property from LI/BP to LI, subject to the execution of a Concomitant Rezone Agreement limiting certain uses otherwise allowed in the LI zone; and

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WHEREAS, in satisfaction of the condition of Ordinance #2529, Mackay/MacDonald hereby executes this Concomitant Rezone Agreement;

NOW THEREFORE, based on the foregoing Recitals, the parties agree as follows:

Section 1 Agreement. This is a Concomitant Rezone Agreement and Covenant to the City from MacKay/ MacDonald. Mackay/MacDonald herein covenants and agrees on behalf of itself and all of its heirs, assigns and successors in interest into whose ownership the Property might pass, as follows:

Section 2 Conditions. This rezone agreement implements the conditions contained in Ordinance No. 2529, which is attached hereto and incorporated herein as Exhibit "B". The property zoned LI shall be subject to the following limitation on uses:

A. Use.

Below are limitations on uses within the proposed LI zone:

Use	LI
Appliance Sales and Service	Conditional Use
Auto Repair (garage)	Permitted (up to 5,000 SF specialty auto repair only with no outdoor storage)
Auto Sales	Permitted
Boat Building	Conditional Use
Boat Sales	Permitted
Bowling Alley	Not Permitted
Cemetery	Not Permitted
High-Tech Industry	Not Permitted
Recreation Vehicle Park	Not Permitted
College/University	Permitted
Elementary School	Permitted
Junior and Senior High School	Permitted
Private, public or parochial school	Permitted
Mini Storage	Permitted, (no more than 4 acres of area provided that for a period not to exceed 10 years, rv, boats, truck & storage may be allowed w/site plan approval and appropriate screening and buffering)
Manufactured home sales lot	Not Permitted
Taverns	Not Permitted
Truck Terminals	Not Permitted
Nursing homes	Permitted
Residence accessory and connected with a business	Permitted

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Automobile service station	Not Permitted
Bus station	Not Permitted
Department store	Not Permitted
Gas/fuel station	Not Permitted
Gas/fuel station with mini market	Not Permitted
Grocery, large scale	Not Permitted
Grocery, small scale	Not Permitted
Grocery, neighborhood scale SPECIALTY GROCER	Permitted
Hotel, motel	Not Permitted
Laundry (self-serve)	Not Permitted
Newspaper printing plant	Not Permitted
Pawnshop	Not Permitted
Pet shops	Not Permitted
Sand, soil, gravel sales and storage	Not Permitted
Second-hand/consignment store	Not Permitted
Video rental store	Not Permitted
Mfg. of Cotton, wool, or other fibrous material	Not Permitted
Foundry	Not Permitted
Gravel pits/rock quarries	Not Permitted
Auditorium	Not Permitted
Community club	Not Permitted
Golf course/driving range	Not Permitted
Sports-fields	Not Permitted
Adult family home	Not Permitted
Bed and breakfast	Not Permitted
Boarding house	Not Permitted
Duplex or two-family dwelling	Not Permitted
Group Home	Not Permitted
Home Occupation	Not Permitted
Apartment	Not Permitted

MACM03-000001 - 287276.doc

Section 3 Remedies. This Covenant may be enforced by the City in any or all of the following ways at its option:

Section 3.1 By the City's refusal to issue either site plan review approval, building permits and/or occupancy permits in the case that this Agreement has not been fully observed in the construction, development and use of the real property by Mackay/MacDonald, or any of its successors in interest, or by the revocation of any such permits for the failure of Mackay/MacDonald, or its successors to observe any of the provisions of this Agreement made pursuant thereto, but said revocation may only occur after a hearing by the City Council, or the City Land Use Hearing Examiner for which notification shall comply with Camas Municipal Code Section 18.55.150 (Procedures - Public Notice for Type III applications).

Section 3.2 By bringing suit in Clark County Superior Court for injunction to cause specific performance of this Agreement or for other appropriate relief as may be deemed desirable by City;

Section 4 Binding. This Covenant shall remain in full force and effect until amended, modified or terminated by the action of the City of Camas in zoning proceedings appropriate for that purpose. Nothing in this Covenant shall be construed as limiting in any way the authority of the City of Camas, or its governmental successors, from approving amendments or modifications to this Covenant. It is expressly provided that this Covenant may be amended, modified or terminated with the approval of the City of Camas, or its governmental successors, and under no circumstances shall any approval by any other person or entity be required in order for Mackay/MacDonald to seek amendment, modification or termination of this Covenant in whole or in part.

Section 5 Filing. A copy of this Agreement will be filed with the Clark County Auditor in his recording department so as to appear as a covenant within the chain of title for the real property, as the sole and exclusive transfer of an interest from Mackay/MacDonald prior to the filing of this Covenant.

MACM03-000001 - 287276.doc



Carol Montgomery

NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires: 9-20-13

MACM03-000001 - 287276.doc

DONALD G. MACKAY REMAINDER TRUST

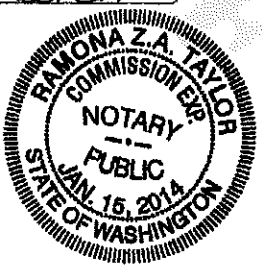
By: Daniel P. MacKay c-t
Daniel P. MacKay Co-Trustee
By: William A. MacKay PR Co-T
William A. MacKay, Co-Trustee

Date 03/01/10
Date 02/18/2010

STATE OF WASHINGTON)
) ss.
County of)

I certify that I know or have satisfactory evidence that Daniel P. MacKay signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Trustee of Donald G. MacKay Remainder Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 1, 2010.



Ramona Z.A. Taylor
NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires: 01-15-14

STATE OF CALIFORNIA)
) ss.
County of San Diego)

I certify that I know or have satisfactory evidence that William A. MacKay signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Trustee of Donald G. MacKay Remainder Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: FEB 18, 2010.



[Signature]
NOTARY PUBLIC for the State of Washington,
Residing in the County of SAN DIEGO CALIFORNIA
My Commission Expires: April 26, 2012

MACM03-000001 - 287276.doc



LAND SURVEYORS
ENGINEERS

EXHIBIT "A"

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR MACKAY & MACDONALD
Proposed Tax Parcel 177461-000

August 20, 2009

A parcel of land situated in the Henry M. Knapp Donation Land Claim and in the Southeast quarter of Section 32 and the Southwest quarter of Section 33, Township 2 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington described as follows:

BEGINNING at a point on the West line of the Southwest quarter of said Section 33 which bears North 01° 11' 03" East a distance of 1043.26 feet from the Southwest corner thereof;

THENCE continuing North 01° 11' 03" East a distance of 85.26 feet;

THENCE South 88° 43' 25" East a distance of 1145.25 feet to the Westerly right-of-way line of NW Parker Street, being 55.00 feet from, when measured at right angles to the centerline thereof, said point also being on a non-tangent 1055.00 foot radius curve to the right;

THENCE along said right-of-way line around said 1055.00 foot radius curve to the right (the long chord of which bears North 12° 33' 04" East a distance of 113.46 feet) a distance of 113.51 feet to a point on a 945.00 foot radius curve to the left;

THENCE around said 945.00 foot radius curve to the left (the long chord of which bears North 14° 44' 19" East a distance of 29.52 feet) a distance of 29.52 feet;

THENCE North 76° 09' 23" West along said right-of-way line a distance of 10.00 feet to a point 65.00 feet from, when measured at right angles to the centerline thereof, said point also being on a non-tangent 935.00 foot radius curve to the left;

THENCE continuing along said right-of-way around said 935.00 foot radius curve to the left (the long chord of which bears North 07° 50' 05" East a distance of 195.76 feet) a distance of 196.12 feet to a point on the South line of Lot 2 of that Short Plat recorded in Book 3 of plats, Page 262, Clark County plat records;

Z:\0000\8500\8503\85030007.leg.doc
(CJM\ejm)



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE along the South, West and North lines of said Lot 2 the following courses:

THENCE North 86° 38' 30" West a distance of 49.67 feet to a point on a 425.00 foot radius curve to the left;

THENCE around said 425.00 foot radius curve to the left (the long chord of which bears South 86° 10' 40" West a distance of 106.25 feet) a distance of 106.53 feet to a point on a 375.00 foot radius curve to the right;

THENCE around said 375.00 foot radius curve to the right (the long chord of which bears South 86° 10' 40" West a distance of 93.75 feet) a distance of 94.00 feet;

THENCE North 86° 38' 30" West a distance of 234.22 feet;

THENCE North 01° 14' 32" East a distance of 300.22 feet;

THENCE South 79° 18' 23" East a distance of 303.72 feet;

THENCE North 85° 11' 38" East a distance of 184.39 feet to a point on the West right-of-way line of said NW Parker Street, being 65.00 feet from, when measured at right angles to the centerline thereof;

THENCE North 01° 14' 32" East along said right-of-way line a distance of 76.99 feet;

THENCE South 88° 45' 28" East along said right-of-way line a distance of 25.00 feet, to a point being 40.00 feet from, when measured at right angles to the centerline thereof;

THENCE North 01° 14' 32" East along said right-of-way line a distance of 45.49 feet to a point 780.00 feet South of, when measured at right angles to the North line of Government Lot 2 of said Section 33;

THENCE North 89° 05' 01" West, parallel with said North line, a distance of 1213.96 feet to a point 780.00 feet South of, when measured at right angles to the North line of Government Lot 1 of said Section 32;

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(CJM/cjs)



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE North 88° 23' 30" West, parallel with said North line, a distance of 1316.66 feet to the West line of said Government Lot 1;

THENCE South 01° 14' 55" West along said West line a distance of 535.20 feet to the Southwest corner thereof;

THENCE South 88° 34' 07" East along the South line of said Government Lot 1 a distance of 387.60 feet to the West line of the Henry M. Knapp Donation Land Claim;

THENCE South 01° 02' 10" West along said West line a distance of 270.58 feet to a point which bears North 88° 42' 51" West from the POINT OF BEGINNING;

THENCE South 88° 42' 51" East a distance of 930.00 feet to the POINT OF BEGINNING.

Containing approximately 38.35 acres, more or less.



Z:\8000\8500\8503\85030007.dwg.duc
(CJM/cjm)



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR MACKAY & MACDONALD
Adjusted Tax Parcel 125195-000

August 20, 2009

A parcel of land situated in the Henry M. Knapp Donation Land Claim and in the Southeast quarter of Section 32, Township 2 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington described as follows:

BEGINNING at a point on the East line of the Southeast quarter of said Section 32 which bears North 01° 11' 03" East a distance of 1043.26 feet from the Southeast corner thereof;

THENCE North 88° 42' 51" West a distance of 930.00 feet to the West line of the Henry M. Knapp Donation Land Claim;

THENCE South 01° 02' 10" West along said West line a distance of 1013.27 feet to a point on the North right-of-way line of NW 38th Avenue, said point being 30.00 feet from, when measured at right angles to, the centerline thereof;

THENCE South 88° 42' 51" East along said right-of-way line a distance of 927.38 feet to the East line of said Southeast quarter of said section 32;

THENCE North 01° 11' 03" East along said East line a distance of 1013.26 feet to the POINT OF BEGINNING.

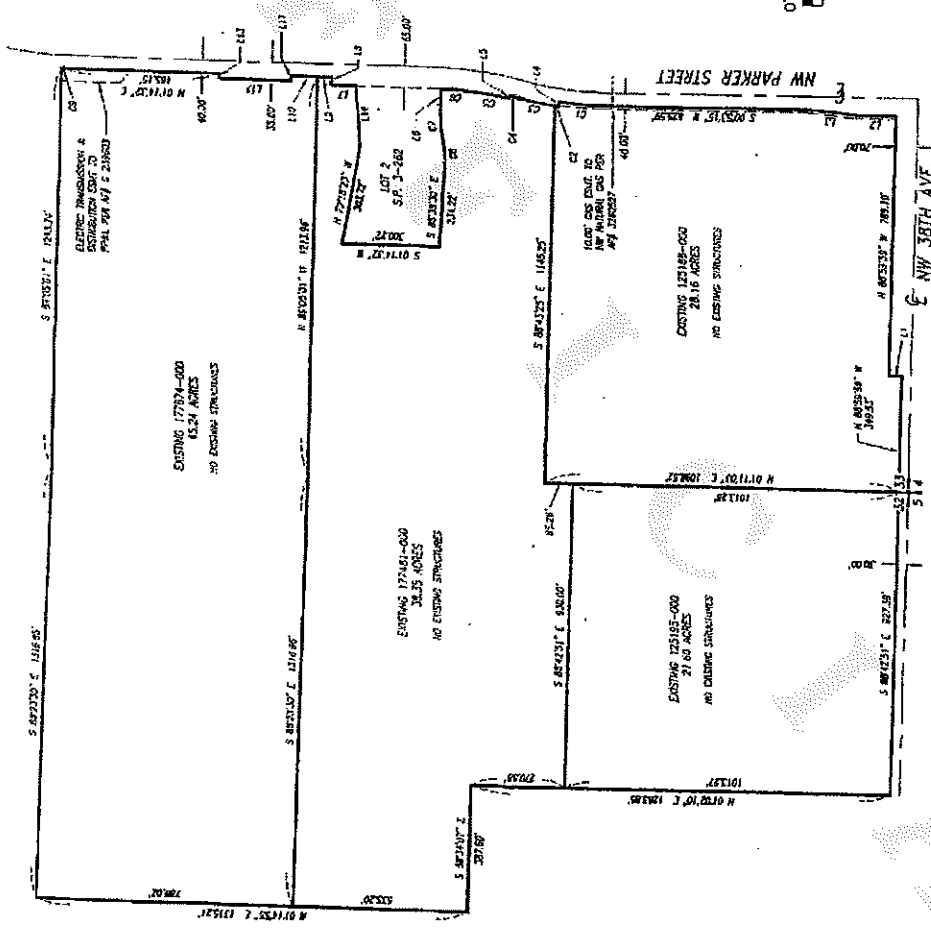
Containing approximately 21.60 acres, more or less.



Page 1 of 1

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(CJM/cjm)

FINAL PARCEL CONFIGURATION



LOT	AREA	PERMITS	CHORD LENGTH
1	5.24	17754-000	114.00
2	3.28	17481-000	114.00
3	3.16	17515-000	114.00
4	2.16	17515-000	114.00
5	2.16	17515-000	114.00
6	2.16	17515-000	114.00
7	2.16	17515-000	114.00
8	2.16	17515-000	114.00
9	2.16	17515-000	114.00
10	2.16	17515-000	114.00
11	2.16	17515-000	114.00
12	2.16	17515-000	114.00
13	2.16	17515-000	114.00
14	2.16	17515-000	114.00
15	2.16	17515-000	114.00

LOT	AREA	PERMITS	CHORD LENGTH
16	2.16	17515-000	114.00
17	2.16	17515-000	114.00
18	2.16	17515-000	114.00
19	2.16	17515-000	114.00
20	2.16	17515-000	114.00
21	2.16	17515-000	114.00
22	2.16	17515-000	114.00
23	2.16	17515-000	114.00
24	2.16	17515-000	114.00
25	2.16	17515-000	114.00
26	2.16	17515-000	114.00
27	2.16	17515-000	114.00
28	2.16	17515-000	114.00
29	2.16	17515-000	114.00
30	2.16	17515-000	114.00



ORDINANCE NO. 2529 EXHIBIT "B"

AN ORDINANCE adopting revisions to the Comprehensive Land Use Map of the City of Camas and to the Zoning Map of the City of Camas.

WHEREAS, the City of Camas has heretofore adopted a Comprehensive Plan and Comprehensive Land Use Map as required by the provisions of RCW 36.70A, Revised Code of Washington, the Growth Management Act, and

WHEREAS, under Chapter 36.70A, Revised Code of Washington, the City is required annually to consider amendments to the land use element of the Comprehensive Plan and associated rezones, and

WHEREAS, the Planning Commission has conducted a public hearing on the requests for revisions submitted to the City, and has forwarded its recommendation to the City Council, and

WHEREAS, the City Council has conducted a public hearing on the requests for revisions,

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

Section 1

Application CPA08-01 concerns approximately 172.17 acres located west of NW Parker and north and south of NW 38th Avenue. The applicant seeks a Comprehensive Plan amendment and rezone from a current plan designation of Light Industrial Business Park and associated zone of LI/BP, to a Plan designation of Commercial and associated zone of Regional Commercial (RC) on 109.5 acres for that portion lying south of NW 38th. The applicant further requests a Comprehensive Plan amendment and rezone from a current plan designation of Light Industrial Business Park and associated zone of LI/BP, to a Plan designation of Industrial and associated zone of LI for that portion lying north of NW 38th together with a concomitant agreement limiting specific uses within the LI zone. The City Council hereby adopts the recommendation of the Planning Commission, and the Community Development Director is hereby directed to amend the Comprehensive Land Use Map for the City of Camas to designate said property lying south of 38th Avenue as Commercial and said property which lies north of 38th Avenue as Industrial. The Community Development Director is further directed to amend the Zoning Map of the City of Camas to designate said property which lies south of NW 38th as Regional (RC)

and said property which lies north of NW 38th as Light Industrial. The rezone of the property which lies North of NW 38th as Light Industrial shall not be effective until such time as the applicant and the City have entered into a concomitant agreement limiting specific uses consistent with the Planning Commission recommendations. Said agreement must be entered into prior to any development within said LI zone.

Section II

Application CPA08-03 concerns approximately 5.42 acres located at County Assessor at 3913 NE Ingle Road in the vicinity of Green Mountain. The Planning Commission reconsidered the Comprehensive Plan Designation of Commercial established under the Green Mountain Annexation earlier in 2008. The Planning Commission recommended that the land be designated Single Family-Low, based upon the existing historic house and use of the property. The City Council hereby adopts the recommendation of the Planning Commission, and the Community Development Director is directed to amend the Comprehensive Land Use Map for the City of Camas to designate the land as Single Family-Low. Zoning will be established through a separate ordinance upon the lifting of an existing moratorium.

III

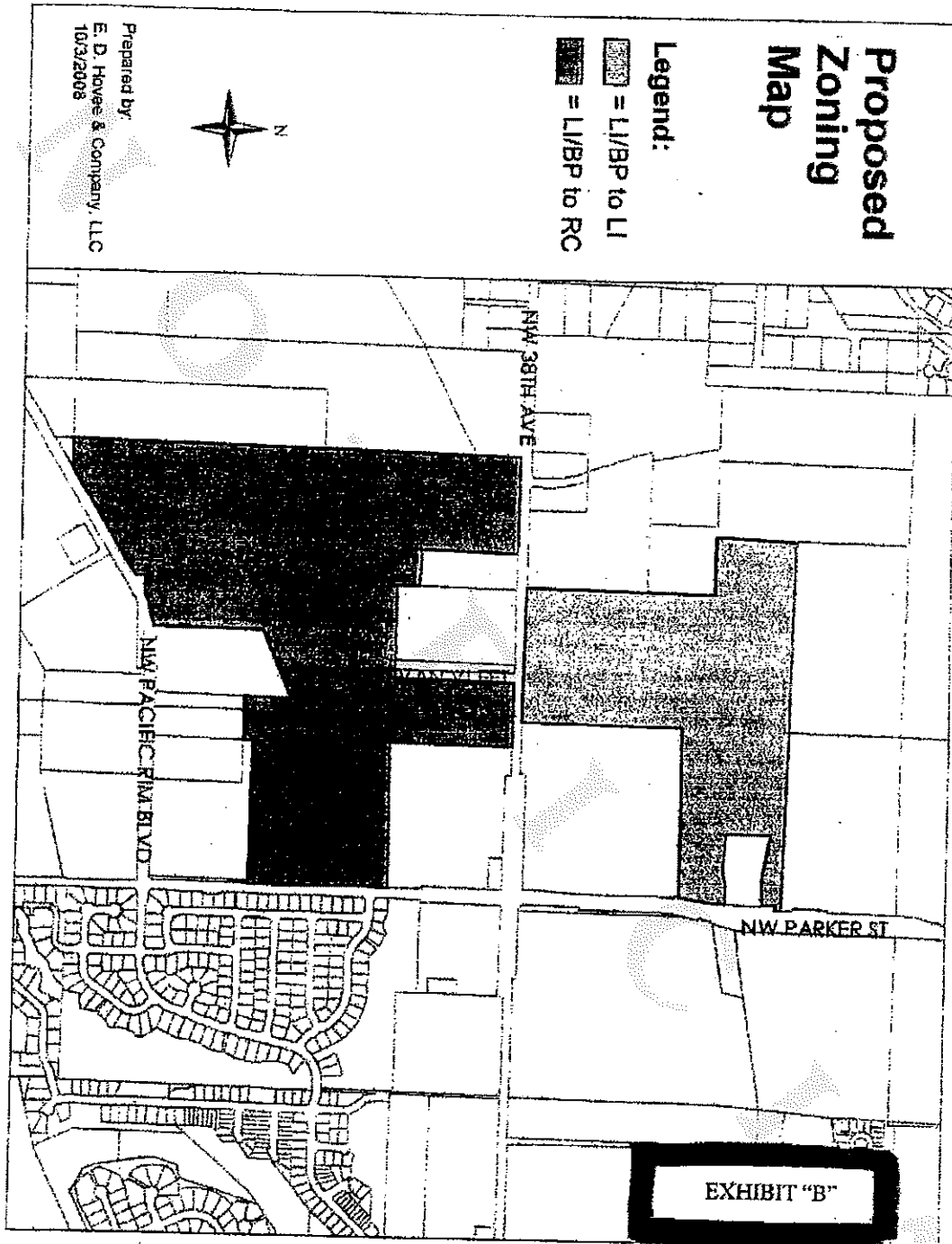
This ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED BY the Council and APPROVED by the Mayor this 15th day of December, 2008.

SIGNED: Paul D. [Signature]
Mayor

ATTEST: [Signature]
Clerk

APPROVED as to form:
[Signature]
City Attorney



**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

LeAnne M. Bremer
Miller Nash Graham & Dunn, LLP
500 Broadway, Suite 400
P.O. Box 694
Vancouver, Washington 98666

Grantor : Daniel P. MacKay and William A. Mackay, as Co-Trustees of the Donald G. MacKay Remainder Trust; Kates Heath, LLC

Grantee : City of Camas, Washington

Abbreviated Legal : SE ¼ Section 32 and SW ¼ of Section 33, T2N, R3E

Assessor's Tax Parcel Nos.: 986028-434; 986028-435

Prior Excise Tax No. : NA

Other Reference No. : AFN 4661127

AMENDMENT TO COVENANT REZONE AGREEMENT

THIS AMENDMENT TO COVENANT REZONE AGREEMENT is made this _____ day of _____, 2020, by Daniel P. MacKay and William A. Mackay, as Co-Trustees of the Donald G. MacKay Remainder Trust, and Kates Heath, LLC, as owners (“Owners”) and the City of Camas, Washington.

RECITALS:

- A. Owners, and their predecessors, recorded the Covenant Rezone Agreement on April 30, 2010, under Clark County Auditor’s File No. 4661127 (“Rezone Agreement”) applicable to the property legally described in **Exhibit A**, attached and incorporated by reference (“Property”).
- B. The Rezone Agreement implements the conditions contained in Ordinance No. 2529.
- C. One of the conditions of Ordinance No. 2529 limits the uses on the Property, which is in the LI zone.

D. Section 2.A. of the Rezone Agreement lists some Permitted and Not Permitted Uses applicable to the Property, but it is unclear if other uses permitted in the LI zone are allowed on the Property.

E. The Owners, or their predecessors, executed the Rezone Agreement nearly 10 years ago, and it applied to approximately 52 acres. Since then, a 4.75-acre parcel has approval for a storage facility, and the remaining approximate 47 acres contains 9 usable acres after taking into account land set aside for mitigation and critical areas.

F. Section 4 of the Rezone Agreement allows it to be modified by action of the City of Camas.

G. The parties desire to amend the Rezone Agreement to clarify the Permitted and Not Permitted Uses on the Property.

NOW, THEREFORE, Owners agree as follows:

1. Clarification of Permitted and Not Permitted Uses. The Permitted and Conditionally Permitted Uses are all of those uses allowed in the current LI zone listed in Table 18.07.030 of the Camas Municipal Code set forth in Exhibit B, attached and incorporated into the Rezone Agreement and this Amendment by reference except those uses listed in Exhibit C. The table in Exhibit B, less the use identified in Exhibit C, fully replaces the table in Section 2.A. of the Rezone Agreement except that any Permitted or Conditional Use in the table in Section 2.A will continue to be a Permitted Use or Conditional Use applicable to the Property, even if prohibited in the table in Exhibit B.
2. Ordinance No. 2529. The City of Camas agrees to take all necessary steps to amend Ordinance No. 2529, if necessary, to be consistent with this Amendment.
3. Amendatory. Except as otherwise amended by this Amendment, the Rezone Agreement remains in full force and effect.

Signatures on following page.

Daniel P. MacKay and William A. Mackay, as Co-Trustees of the Donald G. MacKay Remainder Trust

By: Daniel P. MacKay
Title: Trustee
Date: _____

By: William A. MacKay
Title: Trustee
Date: _____

State of Washington)
)
County of Clark)

ss.

On this ___ day of _____, 2020, before me personally appeared Daniel P. Mackay, to me known to be the Trustee of the Donald G. MacKay Remainder Trust that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated: _____, 2020,

Notary Public for _____

(Printed or Stamped Name of Notary)
Residing at _____
My appointment expires: _____

State of Washington))
)) ss.
County of Clark)

On this ___ day of _____, 2020, before me personally appeared Daniel P. Mackay, to me known to be the Trustee of the William P. MacKay Remainder Trust that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

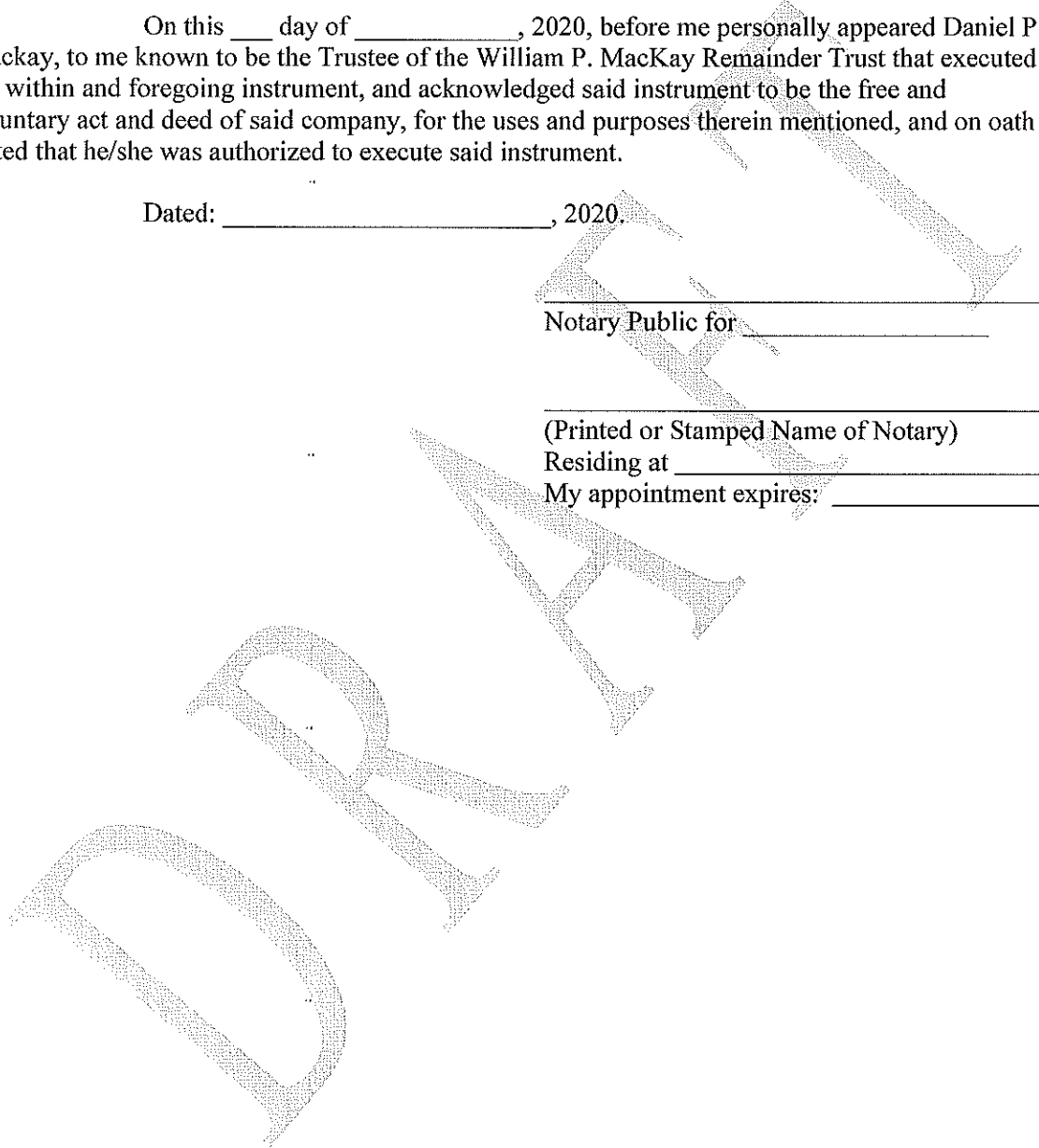
Dated: _____, 2020.

Notary Public for _____

(Printed or Stamped Name of Notary)

Residing at _____

My appointment expires: _____



Kates Heath, LLC:

By: _____
Title: _____
Date: _____

State of Washington)
)
County of Clark)

ss.

On this ___ day of _____, 2020, before me personally appeared David Lugliani, to me known to be the Manager of Kates Heath, LLC that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated: _____, 2020.

Notary Public for _____

(Printed or Stamped Name of Notary)
Residing at _____
My appointment expires: _____

City of Camas, Washington:

By: _____
Title: _____
Date: _____

State of Washington)
)
County of Clark) ss.

On this ___ day of _____, 2020, before me personally appeared _____, to me known to be the _____ of the City of Camas, Washington that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated: _____, 2020.

Notary Public for _____

(Printed or Stamped Name of Notary)
Residing at _____
My appointment expires: _____

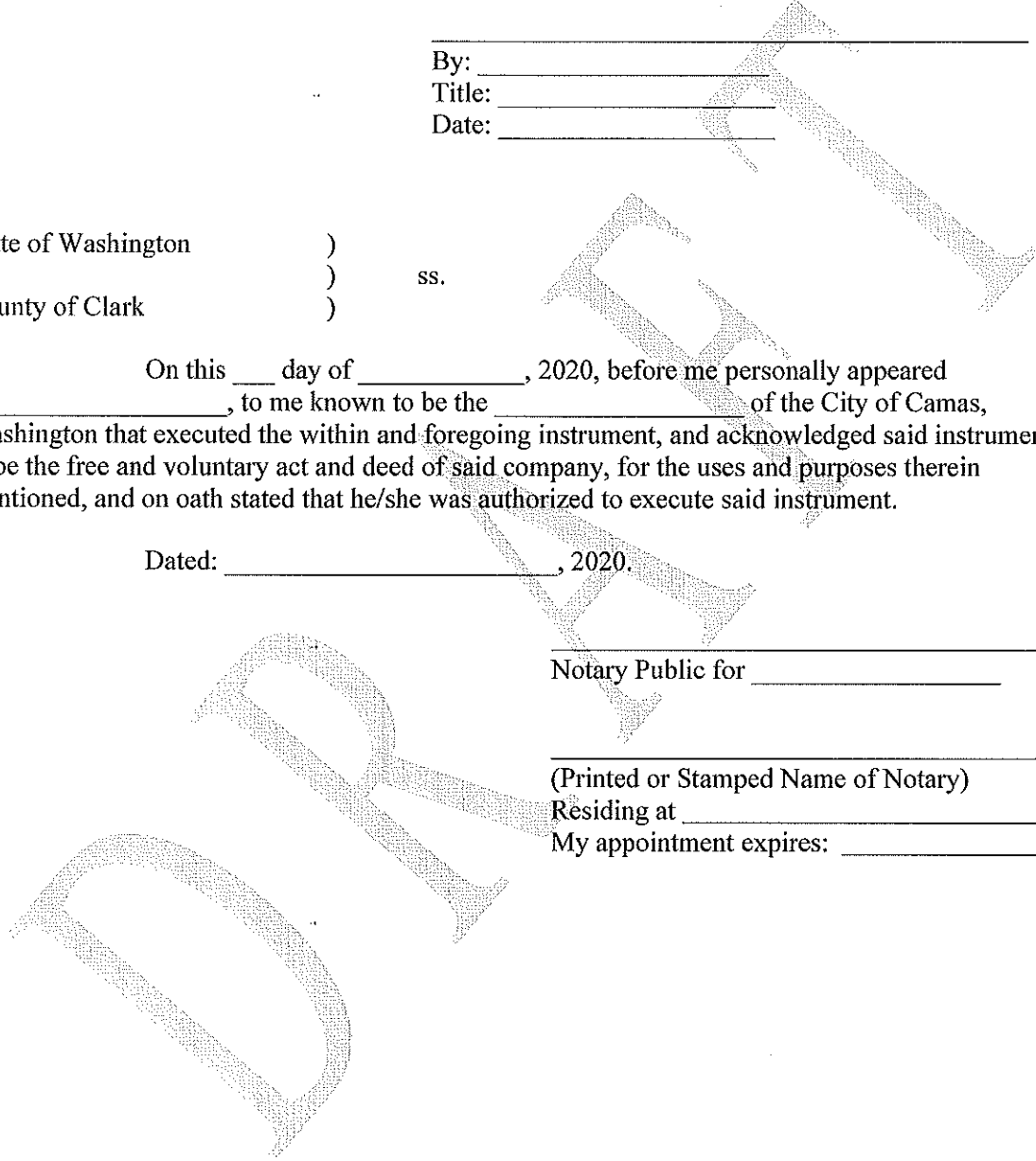


Exhibit A to Amendment
Legal Description of Property

DRAFT

Exhibit B to Amendment
 Permitted and Conditionally Permitted Uses
 Table 18.07.030

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
Commercial Uses									
Animal kennel, commercial boarding ⁶	X	X	X	P ¹¹	X	P ₁₁	X	P ₁₁	P ₁₁
Animal shelter ⁶	X	X	X	C	X	C	X	C	P
Antique shop ⁶	P	P	P	P	P	C	X	X	P
Appliance sales and service ⁶	X	P	P	P	P	P	X	C	P
Automobile repair (garage) ⁶	X	P	C	P	X	P	X	P	P
Automobile sales, new or used ⁶	X	P	X	P	X	P	X	P	P
Automobile service station ⁶	X	P	C	P	X	P	X	P	P
Automobile wrecking ⁶	X	X	X	X	X	X	X	X	C
Bakery (wholesale) ⁶	X	X	X	P	X	P	P ⁵	P	P
Bakery (retail) ⁶	P	P	P	P	P	P	P ⁵	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Banks, savings and loan	X	P	P	P	P	P	P ⁵	P	P
Barber and beauty shops ⁶	P	P	P	P	P	P	P ⁵	P	P
Boat building ⁶	X	X	X	C	X	C	X	C	P
Boat repair and sales ⁶	X	P	X	P	X	P	X	P	P
Book store ⁶	C	P	P	P	P	P	P ⁵	P	P
Bowling alley/billiards ⁶	X	P	X	P	P	P	X	P	P
Building, hardware and garden supply store ⁶	X	P	C	P	P	P	X	P	P
Bus station ⁶	X	C	C	P	C	P	X	P	P
Cabinet and carpentry shop ⁶	X	P	C	P	C	P	P ⁵	P	P
Candy; confectionery store ⁶	P	P	P	P	P	P	P ⁵	P	P
Cemetery ⁶	X	X	X	C	X	X	X	C	P
Clothing store ⁶	C	P	P	P	P	P	X	P	P
Coffee shop, cafe ⁶ or kiosk	P	P	P	P	P	P	P ⁵	P	P
Convention center ⁶	X	P	X	C	C	P	P	C	X
Day care center ⁶	C	P	P	C	P	C	P ⁵	C	C
Day care, adult	P	P	P	P	P	P	P	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Day care, family home ⁶	P	P	P	P	P	X	P ⁵	P	X
Day care, mini-center ⁶	P	P	P	P	P	P	P ⁵	P	X
Delicatessen (deli) ⁶	P	P	P	P	P	P	P ⁵	P	P
Department store ⁶	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 ⁶	C	P	C	C	C	P	P ⁵	P	P
Event center	X	P	C	P	C	P	P	P	P
Feed store ⁶	X	X	X	P	X	C	X	P	P
Fitness center/sports club ⁶	X	P	P	P	P	P	P ⁵	P	P
Florist shop ⁶	P	P	P	P	P	P	P ⁵	P	X
Food cart/food truck/ food delivery business ⁶	C	P	C	P	C	P	C	P	X
Furniture repair; upholstery ⁶	X	P	C	P	P	P	X	P	P
Furniture store ⁶	X	P	C	P	P	P	X	P	X
Funeral home ⁶	X	P	C	P	P	X	X	X	X
Gas/fuel station ⁶	X	P	C	P	X	P	X	P	P
Gas/fuel station with mini market ⁶	X	P	C	P	X	P	X	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Grocery, large scale ⁶	X	P	C	P	P	C ⁸	X	P	P
Grocery, small scale ⁶	P	P	C	P	P	P	X	P	P
Grocery, neighborhood scale ⁶	P	P	P	P	P	P	P ⁵	P	X
Hospital, emergency care ⁶	X	C	P	P	P	P	X	P	X
Hotel, motel ⁶	X	C	C	P	P	P	X	P	X
Household appliance repair ⁶	X	P	C	P	P	P	X	P	P
Industrial supplies store ⁶	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) ⁶	P	P	P	P	P	P	P ⁵	P	P
Laundry (self-serve)	P	P	P	P	P	P	X	P	P
Liquor store ⁶	X	P	C	P	C	C	X	C	C
Machine shop ⁶	X	X	C	C	C	C	P ⁵	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) ⁶	C	P	P	P	P	P	P ⁵	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Mini-storage/vehicular storage ⁶	X	X	X	X	X	X	X	P	P
Manufactured home sales lot ⁶	X	X	X	P	X	X	X	P	P
Newspaper printing plant ⁶	X	P	C	C	X	X	X	P	P
Nursery, plant ⁶	X	P	C	C	C	C	X	C	P
Nursing, rest, convalescent, retirement home ⁶	C	P	P	P	P	X	X	X	X
Office supply store ⁶	X	P	P	P	P	X	P ⁵	P	P
Pawnshop ⁶	X	X	X	X	X	X	X	C	C
Parcel freight depots ⁶	X	P	X	P	X	P	P ⁵	P	P
Pet shops ⁶	X	P	P	P	P	P	X	P	C
Pharmacy ⁶	X	P	P	P	P	P	P ⁵	P	P
Photographic/electronics store ⁶	X	P	P	P	P	P	P ⁵	P	P
Plumbing, or mechanical service ⁶	X	X	X	P	C	P	X	P	P
Printing, binding, blue printing ⁶	C	P	P	P	P	P	P ⁵	P	P
Professional office(s) ⁶	C	P	P	P	P	P	P	P	P
Public agency ⁶	C	P	P	P	P	P	P	P	P
Real estate office ⁶	C	P	P	P	P	P	T	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Recycling center ⁶	X	X	X	X	X	X	X	P	P
Recycling collection point ⁶	T or C	P	T or C	T or C	C	C	P ⁵	P	P
Recycling plant ⁶	X	X	X	X	X	X	X	C	P
Research facility ⁶	X	P	C	C	X	P	P	P	P
Restaurant ⁶	C	P	P	P	C	P	P ⁵	P	P
Restaurant, fast food ⁶	X	P	C	P	C	P	P ⁵	P	P
Roadside produce stand ⁶	T	T	T	T	C	X	T	T	T
Sand, soil, gravel sales and storage ⁶	X	X	X	X	X	X	X	C	P
Second-hand/consignment store ⁶	C	P	P	P	P	P	X	P	P
Sexually oriented business ^{4,5}	X	X	X	X	X	X	P	X	X
Shoe repair and sales ⁶	P	P	P	P	P	P	X	P	P
Smoke shop/head shop ⁹	X	X	P	P	X	X	X	X	X
Stock broker, brokerage firm	P	P	P	P	P	P	P	P	P
Specialty goods production (e.g. brew pub)	P	P	P	P	P	P	P	P	P
Taverns ⁶	X	P	C	P	C	P	X	P	P
Theater, except drive-in ⁶	X	P	C	P	P	P	X	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Truck terminals ⁶	X	C	X	C	X	X	X	C	P
Veterinary clinic ⁶	X	P	C	P	P	P	X	P	P
Warehousing, wholesale and trade ⁶	X	X	X	C	C	P	P ⁵	P	P
Warehousing, bulk retail ⁶	X	X	X	C	C	X	X	P	P
Manufacturing and/or processing of the following:									
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	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Paper, pulp or related products	X	X	X	X	X	X	X	X	P
Signs or other advertising structures	X	X	X	C	C	C	P	C	P
Electronic equipment	X	P	X	X	X	X	P	P	P
Industrial Uses									
High-tech industry	X	P	X	X	P	P	P ²	X	X
Manufacturing of miscellaneous goods (e.g. musical instruments, toys, vehicle parts)	X	X	X	X	C	X	X	P	P
Optical goods	X	C	C	C	C	P	P ⁵	P	P
Packaging of prepared materials	X	X	C	P	C	C	P ⁵	C	P
Scientific and precision instruments	X	P	X	X	X	P	P	P	P
Recreational, Religious, Cultural Uses									
Auditorium ⁶	C	P	P	P	P	P	X	P	P
Community club ⁶	C	P	P	P	P	P	X	P	P
Church ⁶	P	P	P	P	P	P	X	P	P
Golf course/driving range ⁶	P	X	P	P	X	P	P ⁵	P	P
Library ⁶	C	P	P	P	P	P	X	P	P
Museum ⁶	C	P	P	P	P	P	X	P	P

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Recreational vehicle park ⁶	X	X	X	C	X	X	X	P	P
Open space ⁶	P	P	P	P	P	P	P	P	P
Park or playground	P	P	P	P	P	P	P	P	P
Sports fields ⁶	C	X	P	P	P	P	X	P	P
Trails	P	P	P	P	P	P	P	P	P
Educational Uses									
College/university ⁶	P	P	P	P	P	P	X	P	P
Elementary school ⁶	P	P	P	P	P	P	X	P	P
Junior or senior high school ⁶	P	P	P	P	P	P	X	P	P
Private, public or parochial school ⁶	P	P	P	P	P	P	X	P	P
Trade, technical or business college ⁶	P	P	P	P	P	P	P	P	P
Residential Uses									
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

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Duplex or two-family dwelling	X	C/P ₇	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 ₇	X/P ₁₀	X/P ₁₀	C	X	X	X	X
Residence accessory to and connected with a business	P	P	P	X/P ₁₀	P	X	X	X	X
Single-family dwelling	X	X	X	X	P	X	X	X	X
Communication, Utilities and Facilities									
Electrical vehicle infrastructure	P	P	P	P	P	P	P	P	P
Wireless communications facility	Refer to Chapter 18.35								
Facilities, minor public	P	P	P	P	C	P	P	C	P
Facility, essential ⁶	X	X	C	C	C	C	P	C	C
Railroad tracks and facilities ⁶	C	X	C	C	C	X	X	C	C
Temporary Uses									

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Temporary sales office for a development ⁴	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.
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.

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Exhibit C to Amendment
Uses Not Permitted

Mini-/vehicular storage not including project on Tax Parcel 125195-000

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Application Checklist and Fees [updated on April 25, 2019]

◇ Annexation	\$829 - 10% petition; \$3,523 - 60% petition	001-00-345-890-00	\$
◇ Appeal Fee		001-00-345-810-00	\$383.00
◇ Archaeological Review		001-00-345-810-00	\$132.00
◇ Binding Site Plan	\$1,805. + \$23 per unit	001-00-345-810-00	\$
◇ Boundary Line Adjustment		001-00-345-810-00	\$99.00
◇ Comprehensive Plan Amendment		001-00-345-810-00	\$5,595.00
◇ <u>Conditional Use Permit</u>			
Residential	\$3,281 + \$101 per unit	001-00-345-810-00	\$
Non-Residential		001-00-345-810-00	\$4,156.00
◇ Continuance of Public Hearing		001-00-345-810-00	\$503.00
◇ Critical or Sensitive Areas (fee per type)		001-00-345-810-00	\$744.00
(wetlands, steep slopes or potentially unstable soils, streams and watercourses, vegetation removal, wildlife habitat)			
◇ <u>Design Review</u>			
Minor		001-00-345-810-00	\$416.00
Committee		001-00-345-810-00	\$2,280.00
◇ Development Agreement	\$842 first hearing; \$518 ea. add'l hearing/continuance	001-00-345-810-00	\$
◇ <u>Engineering Department Review - Fees Collected at Time of Engineering Plan Approval</u>			
Construction Plan Review & Inspection	(3% of approved estimated construction costs)		
Modification to Approved Construction Plan Review	(fee shown for information only)		\$405.00
Single Family Residence (SFR) - Stormwater Plan Review	(fee shown for information only)		\$200.00
Gates/Barrier on Private Street Plan Review	(fee shown for information only)		\$1,000.00
◇ <u>Fire Department Review</u>			
Short Plat or other Development Construction Plan Review & Insp.		115-09-345-830-10	\$274.00
Subdivision or PRD Construction Plan Review & Inspection		115-09-345-830-10	\$340.00
Commercial Construction Plan Review & Inspection		115-09-345-830-10	\$406.00
◇ <u>Home Occupation</u>			
Minor - Notification (No fee)			\$0.00
Major		001-00-321-900-00	\$66.00
◇ LI/BP Development	\$4,156+ \$39.00 per 1000 sf of GFA	001-00-345-810-00	\$
◇ Minor Modifications to approved development		001-00-345-810-00	\$332.00
◇ Planned Residential Development	\$33 per unit + subdivision fees	001-00-345-810-00	\$
◇ <u>Plat, Preliminary</u>			
Short Plat	4 lots or less: \$1,859 per lot	001-00-345-810-00	\$
Short Plat	5 lots or more: \$6,890 + \$240 per lot	001-00-345-810-00	\$
Subdivision	\$6,890 + \$240 per lot	001-00-345-810-00	\$
◇ <u>Plat, Final:</u>			
Short Plat		001-00-345-810-00	\$192.00
Subdivision		001-00-345-810-00	\$2,280.00
◇ Plat Modification/Alteration		001-00-345-810-00	\$1,148.00
◇ <u>Pre-Application (Type III or IV Permits)</u>			
No fee for Type I or II			
General		001-00-345-810-00	\$340.00
Subdivision		001-00-345-810-00	\$875.00
◇ SEPA		001-00-345-890-00	\$777.00
◇ Shoreline Permit		001-00-345-890-00	\$1,148.00
◇ <u>Sign Permit</u>			
General Sign Permit	(Exempt if building permit is required)	001.00.322.400.00	\$39.00
Master Sign Permit		001.00.322.400.00	\$121.00
◇ <u>Site Plan Review</u>			
Residential	\$1,105 + \$32 per unit	001-00-345-810-00	\$
Non-Residential	\$2,762 + \$65 per 1000 sf of GFA	001-00-345-810-00	\$
Mixed Residential/Non Residential	{see below}	001-00-345-810-00	\$
\$3,894 + \$32 per res unit + \$65 per 1000 sf of GFA			
◇ Temporary Use Permit		001-00-321-990-00	\$77.00
◇ Variance (Minor)		001-00-345-810-00	\$667.00
◇ Variance (Major)		001-00-345-810-00	\$1,243.00
◇ Zone Change (single tract)		001-00-345-810-00	\$3,212.00

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

Fees reviewed & approved by Planner:

Initial Date

For office use only

Total Fees Due: \$ 862

per Robert Maul

Jessup, Mari

From: Robert Maul <RMaul@cityofcamas.us>
Sent: Thursday, December 19, 2019 9:22 AM
To: Bremer, LeAnne M. (LeAnne.Bremer@MillerNash.com)
Subject: pre-app - DA for Re zone agreement

Hi LeAnne.

I'm sorry I'm a bit late on this. We've had a few things going on here. As we discussed there shouldn't be too much to provide other than the following:

- General application form
- Fee
- \$862
- Detailed Narrative
- Proposed Amendments to the agreement
- Any necessary exhibits/maps/affected parcels, etc.

Hope this helps.

Regards,

Robert

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Community Development Department | Planning
616 NE Fourth Avenue | Camas, WA 98607
(360) 817-1568
communitydevelopment@cityofcamas.us

General Application Form

Case Number: DA20-01

Applicant Information

Applicant/Contact: Kates Heath, LLC Phone: (360) 607-4035
Address: 16420 SE McGillvray Blvd. #103-197 david.apc@me.com
Street Address E-mail Address
Vancouver WA 98683
City State ZIP Code

Property Information

Property Address: NW 38th Avenue, west of NW Parker Ave 986028-434; 986028-435
Street Address County Assessor # / Parcel #
Camas WA 98607
City State ZIP Code
Zoning District LI Site Size 47 Acres

Description of Project


Brief description:
Requesting an amendment to a Covenant Rezone Agreement recorded under AFN 4661127 clarifying allowed uses

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: Kates Heath LLC (see additional page) Phone: (360) 607-4035
Last First
16420 SE McGillvray Blvd #103-197
Street Address Apartment/Unit #
E mail Address: Vancouver WA 98683
david.apc@me.com City State Zip

Signature

I authorize the applicant to make this application. Further, I grant permission for city staff to conduct site inspections of the property.
Signature:  Date: 2/20/2020
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: 3-11-20	Pre-Application Date:	<input type="checkbox"/> Electronic Copy Submitted	\$862.00 #546248 Validation of Fees
Staff:	Related Cases #		



Staff Report – Workshop Agenda

18th Avenue Reservoir Controls Professional Services Agreement S&B Inc.
Presenter: Sam Adams, Utilities Manager

Phone	Email
360.817.7003	sadams@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: S&B Inc. has submitted a scope of services for installation of telemetry equipment and programming for the new 544 Zone reservoir and the control valve at the Lacamas Reservoir. The new 544 Zone reservoir and the existing Lacamas reservoir must be able to speak to one another for maintaining reservoir levels and pressures. S&B, Inc. has installed and helps maintain our supervisory controls and data acquisition (SCADA) logic for our entire water system.

BUDGET IMPACT: Total cost of \$71,932.03. Project budget has funds available to pay for this work.

Recommendation/Recommended Action/Action Requested: Place on September 21 consent agenda and authorize the Mayor to sign contract with S&B Inc. for \$71,932.03.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
 Camas, WA 98607

Project No. WS-715

(544 Reservoir Instrumentation)

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **S&B 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 **544 Reservoir Instrumentation** .
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **June 2021**, 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 "A"** 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..
 - 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. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or in connection with Consultant's negligence in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

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 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 agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:
 - b. No Limitation. Consultant's maintenance of insurance as required by this 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 amounts 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 covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance in the amount of no less then \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and a \$2,000,000.00

products-completed operation aggregate limit shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent consultants, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

3. Professional Liability insurance appropriate to the consultant's profession in the amount of no less than \$1,000,000.00 per claim and \$1,000,000.00 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 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 Consultant 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 contract 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 contract 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 "B"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "B"** 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:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the 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:
 Sam Adams, PE
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7003
 FX:
 EMAIL: sadams@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Randy Stead
 S&B Inc.
 13200 SE 30th Avenue
 Bellevue, WA 98005
 PH: 425-644-1700
 FX: 425-746-9312
 EMAIL: XXX

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this

Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.

- 22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibtrator's decision shall be final and legally binding and judgment be entered thereon.

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

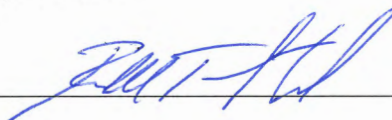
- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative.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

DATED this 13th day of March, 2020.

CITY OF CAMAS:

CONSULTANT:
Authorized Representative

By _____

By  _____

Print Name _____

Print Name Randall T. Stead

Title _____

Title President

Approved as to Form:

City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Item 5.



S&B inc. 13200 SE 30th St., Bellevue, Washington 98005 (425) 644-1700 FAX (425) 746-9312

December 8, 2019

Gray & Osborne, Inc
18th Avenue Reservoir and 544 Zone Improvements Design Team

Via email: Russ Porter [rporter@g-o.com]
Sam Adams [SAdams@cityofcamas.us]

Subject: City of Camas, WA
18th Avenue Reservoir and 544 Pump Zone Improvements, Project WS-715
Automation and Control Systems
Scope of Work and Price

Dear Design Team:

Based on information represented in the bid documents, we prepared the attached set of block diagrams that convey the automation and control system requirements for the proposed project work. The new reservoir controls will include a "fill balancing" scheme to allow the operator to select the preferred 544' HGL zone reservoir for control as well as the fill method for 18th Ave Reservoir to fill last or to fill at the same time as Lacamas. Our scope of work includes the supply of instrumentation, field sensors and the RTU / power control panel for the 18th Avenue Reservoir as identified in the bid documents. In addition, it includes a power supply control panel for the proposed valve at the existing Lacamas Reservoir that will provide 24Vdc power to operate the new motorized actuator. In addition, our field engineer will reconfigure the existing RTU to receive the additional signals required at Lacamas. The following quotation is provided for your review and authorization to proceed. S&B does not provide "trade labor", installation labor associated with field construction of the control system is not included in this scope of work. Our scope of work includes our field engineering services necessary for pre-energization inspection, startup and commissioning.

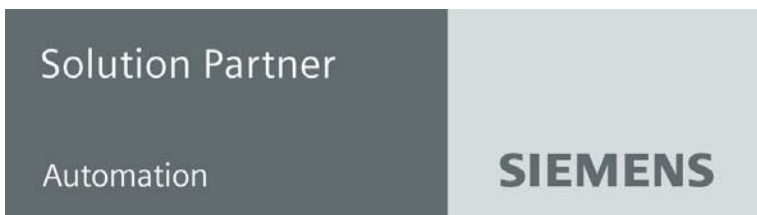
Sections 40 61 00:

This category includes the engineering, design, and system integration (control panel) work including PLC, HMI, and SCADA programming. There are two control panels included in this design price:

Panel No.	Purpose	Mounting	NEMA	Dimensions H" x W" x D"	Location
RTU	Remote Telemetry Unit	Outdoor Free-Standing	3R	72x24x18	18 th Ave Reservoir
Batt Panel	24Vdc Power and Seismic Sensor Enclosure	Wall Mount	4	24"x20"x10"	Lacamas Reservoir

Control Panels Sub-total Price: \$ 26,067.00

This work also includes the supply of primary elements, transmitters, and sensors for use by the SCADA control system. Work includes furnishing, calibrating, adjusting, testing and documenting startup.



Camas.18thAveRes_544z.rev1.docx

Subject: City of Camas, WA
 18th Avenue Reservoir and 544 Pump Zone Improvements, Project WS-715
 Automation and Control Systems
 Page 2 of 2

Table of Instruments per Section 40 61 00:

<u>Tag</u>	<u>Description</u>	<u>Instrument Type</u>
Inlet Vault		
01 LT 01	Reservoir Level, inlet	Gage Pressure
01 FS 01	Vault High Water	Float Level Detection
01 ZS 01	Valve Vault Hatch Ajar	Limit Switch (NEMA 6P type)
Outlet Vault		
01 FS 02	Vault High Water	Float Level Detection
01 ZS 02	Valve Vault Hatch Ajar	Limit Switch (NEMA 6P type)
Meter Vault		
01 FE 01	Reservoir Outlet Flow	16" Magnetic Flowmeter (Remote mount transmitter), 65' factory cable supplied
01 LT 02	Reservoir Level, inlet	Gage Pressure
01 FS 03	Vault High Water	Float Level Detection
01 ZS 03	Valve Vault Hatch Ajar	Limit Switch (NEMA 6P type)
18 th Avenue Reservoir		
01 ZS 04	Reservoir Hatch Ajar	Limit Switch (NEMA 6P type)
01 ZS 05	Reservoir Vent Ajar	Limit Switch (NEMA 6P type)
01 ZS 06	Reservoir Stair Door Ajar	Limit Switch (NEMA 6P type)
01 LS 01	Reservoir High-High Flow	Float Level Detection
Lacamas Reservoir Site		
02 PT 01	Lacamas Res Level	Gage Pressure
02 FS 01	Vault High Water	Float Level Detection
02 ZS 01	Valve Vault Hatch Ajar	Limit Switch (NEMA 6P type)

Instruments and Field Sensor Sub-total Price: \$ 13,731.00

Professional Services for engineering, design, system acceptance testing and final As Built of the automation and control system. This work includes software modifications to the master telemetry system, SCADA computer graphics, and the RTUs PLC / HMI software development.

Professional Services Sub-total Price: \$ 28,791.00

8.4% Washington State and Local Sales Taxes: \$ 3,343.03

Total Price: \$ 71,932.03

Pricing reflects purchase prior to March 31, 2020. Please feel free to contact us regarding any questions that you may have regarding our scope of work and price proposal. The pricing breakouts are

Yours truly,



Randall T. Stead
 President
 S&B Inc.

**EXHIBIT “B”
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.