



**CITY OF WASHOUGAL
CITY COUNCIL WORKSHOP AGENDA
Monday, January 25, 2021
5:00 PM**

MEETING INFORMATION

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/83911301901>

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. NEW BUSINESS

- A. Community Development: Spyglass - Riverwatch Development Agreement Extension**
- B. Community Development: Ninebark Multi-Family Housing Tax Exemption**
- C. Administration: Board and Commission Appointments Process**
- D. Administration: 2021 Mayor and Council Elections**

V. PUBLIC COMMENTS

VI. REPORTS AND COMMUNICATIONS

- A. CITY MANAGER**
- B. MAYOR**
- C. CITY COUNCIL**

VII. ADJOURNMENT

UPCOMING MEETINGS: Monday, February 8, 2021 - Workshop at 5:00 pm and Council at 7:00 pm

BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/11/2021

SUBJECT:

MEETING INFORMATION

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83911301901>

DEPT. OF ORIGIN:

Administration

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/25/2021

SUBJECT:

Spyglass - Riverwatch Development Agreement Extension

DEPT. OF ORIGIN:

Community Development

REVIEWED AT:

City Council Workshop: January 25, 2021

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▢ **Proposed Second Amendment to Development Agreement**
- ▢ **Letter from SGA Engineering**

EXPENDITURE REQUIRED:

\$0

BUDGETED:

\$0

APPROPRIATION REQUIRED:

\$0

SUMMARY STATEMENT

The subject property received preliminary plat approval on May 24, 2005 and pursuant to State Law (RCW 58.17.170(3)(b)) the preliminary approval was valid for 10-years and would have expired in 2015. However, Washougal Municipal Code (WMC 17.12.040(2)) allowed for two subsequent one-year extensions to be granted if the applicant demonstrated that they had pursued final plat in good faith, and that the regulations which govern the plat had not substantially changed since the preliminary approval. The applicant made a good faith effort by submitting a post-decision review to revise the plat and reduce the overall number of lots and to comply with the standards to the extent they could. They received development agreement approval and extensions, the last one on March 28, 2019 vesting them through March of 2021.

The personal representative believes they have continued to make a good faith effort to comply with the development agreement. They have a binding Purchase and Sale

Agreement in place with a committed developer and they note the loss of a construction season due to the pandemic. To keep this project moving forward a request is being made to extend the development agreement for an additional two years.

A Development Agreement is a tool provided to municipalities under State law for the development of property consistent with RCW 36.70B.170 through 210. The State legislature found that, "The lack of certainty in the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic costs of development."

RECOMMENDED ACTION

Set a public hearing through approval of the consent agenda for January 25, 2021 at 7:00pm to consider adoption of the Spyglass - Riverwatch Development Agreement Extension.

When Recorded, Return to:

Shawn R. MacPherson
430 NE Everett Street
Camas, WA 98607

Parcels: Above Space for Recording Information Only

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is made and entered into by and between the City of Washougal, a Washington Municipal Corporation, ("City,"); and, Sedate McCleary, a widow, and Oliver Hidden, a married man, collectively referred to as "Parties";

RECITALS

WHEREAS, a Development Agreement was duly executed and recorded relating to the Spyglass Subdivision and the Riverwatch Subdivision under Clark County Auditor's File #5396281, with a recording date of April 21, 2017; and

WHEREAS, pursuant to Section 2 of the Development Agreement, the Development Agreement was to be in effect for two years, unless extended or terminated by mutual consent of the parties; and

WHEREAS, Section 9 of the Development Agreement allows for amendment or modification by writing signed by all of the parties hereto; and

WHEREAS, a request for extension of the terms provided in Section 2 of the Development Agreement was submitted to the City; and

WHEREAS, the City and Parties entered into an Amendment to Development Agreement ('Amendment') which was approved by the Washougal City Council and recorded with the Clark County Auditor on April 3, 2019; and

WHEREAS, a request for a second extension of the Development Agreement was submitted to the City; and

WHEREAS, the City has the authority to enter into Development Agreements pursuant to RCW 36.70B.170 and Washougal Municipal Code 18.94.160; and

WHEREAS, pursuant to Section 9 of the Development Agreement, following due consideration by the City Council, the City of Washougal has approved execution of this Second Amendment to Development Agreement as to the terms set forth herein, with the remaining terms of the Development Agreement and the Amendment to remain in full force and effect.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AMEND THE DEVELOPMENT AGREEMENT AS FOLLOWS:

1. The Development Agreement and the Amendment shall continue in full force and effect as to the terms therein and shall terminate two years from the date of execution of this Second Amendment by all Parties, unless extended or terminated by mutual consent of the parties.
2. Except as specifically modified by this Second Amendment, the Development Agreement and Amendment shall remain in full force and effect.

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

CITY OF WASHOUGAL, WASHINGTON

Sedate McCleary

By: Molly Coston
Title: Mayor

Oliver Hidden

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

GIVEN under my hand and official seal this _____ day of _____, 2020.

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

GIVEN under my hand and official seal this day of , 2020.

[illegible]

GIVEN under my hand and official seal this _____ day of _____, 2020.

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SGA ENGINEERING, PLLC

CIVIL ENGINEERING, LAND PLANNING, DEVELOPMENT SERVICES, & LANDSCAPE ARCHITECTURE

2005 BROADWAY
VANCOUVER, WA, 98663

Phone (360)993-0911
Fax (360)993-0912

October 28, 2020

To: Whom it May Concern

Cc: Shawn MacPherson – Applicant's Representative
Oliver Hidden - Riverwatch Subdivision Owner/Developer
Andy Swanson – Spyglass Subdivision Developer

Subject: Developer Agreement Extension Request – Updated Project Status

The purpose of this narrative is to give an overview and update for the two projects which are currently under and existing Development Agreement.

The proposed improvements and documents/reports which are discussed in this letter are currently on file with the City of Washougal and/or SGA Engineering. Please do not hesitate to request any of the drawings or documents mentioned in this letter from SGA Engineering and Scott Taylor the project planner.

The case number for these projects is SUB #2004-12. These projects were originally referred to as Hidden Hills then during the original preliminary approval the project names were Riverwatch and Spyglass Hill. An amendment to the DA was recorded in 2019 under AF# 5596656. The initial DA was recorded under AF# 5396281 for reference. The project updates are below.

Spyglass Subdivision

- Final Engineering and Construction Plans are approximately 75% complete.
- The developer is working with the subcontractors on the necessary studies, reports and site testing.
- Minister Glaeser Survey has been on-site and is preparing additional survey to be applied to the construction plans.
- Columbia West Engineering has completed test pits and infiltration testing on-site. This information has been provided in a final Geotechnical Report which will be submitted to Washougal Engineering for review with the plans this fall.
- An extension of the developer agreement is necessary for this project to allow completion in the coming year.

Riverwatch Subdivision

- The project submitted construction plans for review to the city and then received first review redlines/comments from City staff. Review Case # CON ENG 20050045

- SGA Engineering along with other project subcontractors have been working to complete the plan revisions and provide additional information on the project.
- The property owner has provided information and title information to satisfy the city's request for ownership of a small triangular parcel on the east edge of the project.
- The second engineering review submittal is nearing completion and will be resubmitted to the city in the coming weeks.
- An extension of the developer agreement is necessary for this project to allow completion in the coming year. Construction for this site could not safely being and be completed prior to the April EA expiration.

It has become apparent that with the current circumstances the projects will not finish prior to the expiration of the current DA. COVID is the primary reason for delay and a loss of a building season on these project. For a period of time, construction was shut down and the uncertainty caused for projects to be paused, including both of these projects.

We look forward to working with city staff and Mr. MacPherson on this two-year development agreement extension. Both of these projects are great investments in the city's future and home ownership opportunities for many Washougal residence.

Sincerely,

A handwritten signature in black ink, reading "Eric E. Golemo". The signature is written in a cursive, flowing style.

Eric E. Golemo, P.E.

&

Scott Taylor, Planner & Landscape Architect

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/25/2021

SUBJECT:

Community Development: Ninebark Multi-Family Housing Tax Exemption

DEPT. OF ORIGIN:

Community Development

REVIEWED AT:

City Council Workshop: January 25, 2021

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▢ **MHTE Agreement - Resolution (Ninebark)) - DRAFT**
- ▢ **Exhibit A - Application Form**
- ▢ **Exhibit B - Acknowledgement of Potential Tax Liability**
- ▢ **Exhibit C - Applicant Affidavit**
- ▢ **Exhibit D - Vicinity Map**
- ▢ **Exhibit E - Site Plan**
- ▢ **Exhibit F - Plan Set (Reduced)**
- ▢ **Exhibit G - Development Agreement**
- ▢ **Exhibit H - POCW Master Plan**
- ▢ **Exhibit I - Standards & Guidelines Findings (Ninebark)**

EXPENDITURE REQUIRED:

\$0

BUDGETED:

\$0

APPROPRIATION REQUIRED:

\$0

SUMMARY STATEMENT

The proposed Killian Pacific, LLC "Ninebark" development consists of 242 apartments in eight (8) three-story buildings along the Columbia River waterfront. The applicant is requesting a Multi-Family Housing Tax Exemption pursuant to WMC 3.58.

The project was closely coordinated with the Port of Camas-Washougal and the Port's

property to the west. The two parties entered into a Development Agreement with the City, which was approved July 20, 2018. The development was designed as a Master-Plan Mixed-Use Development pursuant to WMC 3.58.060(1)(g) and the Development Agreement stated, "Improvements that are amenities made available exclusively to residents of the multi-family housing development on the Property, including parking improvements, shall be improvements qualifying to be subject to the ad valorem property taxation under WMC Chapter 3.58."

The applicant has submitted the necessary documentation requesting the tax exemption, and staff has reviewed the proposal and based on the findings in Exhibit I recommend the City Council authorize the Mayor to sign the Resolution memorializing the agreement between Parkers Landing, LLC and the City of Washougal regarding the Multi-Family Housing Tax Exemption.

The approval of the tax exemption does not authorize approval of the development, which is subject to land use and building permit approval.

RECOMMENDED ACTION

Set a public hearing for the Ninebark Multi-Family Housing Tax Exemption, through approval of the consent agenda, for February 8, 2021 at 7:00pm.

RESOLUTION NO. _____

A RESOLUTION memorializing this AGREEMENT by and between Parkers Landing, LLC (hereinafter referred to as “Applicant”), and the CITY OF WASHOUGAL (hereinafter referred to as “City”) regarding an application for a Multi-Family Tax Exemption pursuant to WMC 3.58.

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City is interested in promoting new housing within the Designated Residential Target Areas, including the Waterfront Commercial District, and

WHEREAS, the City has, as set forth at Chapter 3.58 of the Washougal Municipal Code (“WMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing within the Waterfront Commercial District, which is a Designated Residential Target Area identified in WMC 3.58.030(3)(b), and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on property South of SR-14 and North of the Columbia River between approximately 4th Street on the West and 7th Street on the East in Washougal, WA (“Property”), and

WHEREAS, the City has reviewed this specific application and supporting documents and has determined that the proposed improvements to the Property will, if completed as proposed, satisfy all requirements of WMC 3.58 for the issuance of a Final

Certificate of Tax Exemption; however, this approval does not create any type of precedence for future approvals of similar construction.

NOW THEREFORE, BE IT RESOLVED the City and Applicant mutually agree as follows:

Section I

The City finds that the submittal as shown in Exhibits A through H meets all the standards and guidelines pursuant to WMC 3.58.050 for the Waterfront Commercial District and such findings are demonstrated in Exhibit I attached hereto and incorporated by this reference.

Section II

The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.

Section III

The Applicant agrees to construct on the site, in substantial conformance with, the multi-family residential housing as detailed in Exhibits A through H attached hereto. In no event shall such construction provide fewer than two-hundred and forty-two (242) new permanent multi-family residential units.

Section IV

The Applicant agrees to complete construction of the agreed upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City.

Section V

The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Community Development ("Director") the following:

- (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;

- (b) A description of the completed work and a statement of qualifications for the exemption; and
- (c) A statement that the work was completed within the required three-year period or any authorized extension.

Section VI

The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Section V above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within forty days.

Section VII

The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of eight (8) years, to file a notarized declaration with the Director indicating the following:

- (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
- (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.58 WMC, and Chapter 84.14 RCW;
- (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption.

Section VIII

The applicant agrees to maintain the property including all improvements in compliance with all applicable City codes and requirements.

Section IX

The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Section VII or to maintain adequate records may result in the tax exemption being canceled.

Section X

If the Applicant converts any of the new multi-family residential housing units constructed under this Agreement to another use, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.

Section XI

The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.

Section XII

The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14.

Section XIII

No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

Section XIV

In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

Section XV

Applicant agrees that this Agreement is subject to the Washougal Multi-Family Housing Tax Exemption set forth at Washougal Municipal Code, Chapter 3.58.

Section XVI

PASSED by the Council for the City of Washougal at a regular meeting this 8th day of February, 2021.

City of Washougal, Washington

Applicant

Molly Coston, Mayor

Lance Killian, Parkers Landing, LLC

Attest:

Jennifer Forsberg, City Clerk/Finance Director

Approved as to form:

Kenneth B. Woodrich, City Attorney

Exhibit A
Application Form

Multi-Family Tax Exemption Application

Pursuant to WMC 3.58

Applicant Information

Applicant: Parkers Landing, LLC attn: Kristen Keipert Feldhusen Phone #: () (503) 746-9171

Mailing Address: 1615 SE 3rd Ave, Portland State: OR Zip Code: 97214

Email: kristenf@killianpacific.com

Property Owner: Parkers Landing LLC/Port of Camas-Washougal* Phone #: () See attached additional sheet for POCW contact info

Mailing Address: See attached additional sheet for POCW contact info State: Zip Code:

Email: See attached additional sheet for POCW contact info

***The Port of Camas-Washougal will not be an owner of the project upon its completion.**

Project Location: 198 6th Street Tax lot # Multiple, see attached additional sheet

Located within Target Area

☐ Town Center – Core and East Village District

☒ Waterfront Commercial District

Estimated cost of construction: \$ 40,000,000.00 Sq.ft: \$183.00

Total number of units: 242

Does the project involve rehabilitation of any multi-family units? Yes () No ☒

If yes, certify that the existing structure(s) are vacant for 12 months or longer, or that there is modification to existing structures being converted to residential space and/or to increase the number of multi-family housing units.

Estimated construct period:

Start date June 2021
Completion date December 2022

Multi-Family Tax Exemption Application

Pursuant to WMC 3.58

Required Documents

☒	1. Project Information Form
☒	2. Brief statement setting forth the grounds for qualification for exemption
☒	3. Verification by oath or affirmation of the information submitted
☒	4. A statement of liability from the owner acknowledging the future tax liability when the project ceases to be eligible
☐	5. For rehabilitation projects, a complete, notarized Affidavit of Vacancy stating that the existing dwelling units have been unoccupied for a period of at least 12 months prior to filing the application. Completed by all property owner(s) of the involved property, with original signatures
☒	6. Preliminary Site Plans (must show unit size, unit composition, and the structure(s) in which they are proposed to be located)
☒	7. Preliminary Elevations
☒	8. Preliminary Floor Plans (must show unit size, unit composition, and the structure(s) in which they are proposed to be located)

Completed by Staff: Date _____ Received by _____

Application Fee

Base Fee	\$300	
County Assessor Fee	\$100	
Per Unit Fee	\$ _____	\$50 per unit up to a maximum of \$700
Total	\$ 1,100	Maximum = \$1,100

Payments can be taken at City Hall, 1701 C Street, through Cash, Credit card, or check. Checks must be made payable to the city of Washougal.

Completed by Staff: Date _____ Received by _____

Parkers Landing LLC

Parkers Landing LLC
1615 SE 3rd Avenue
Portland, OR 97214

Contact:

Kristen Keipert Feldhusen
kristenf@killianpacific.com
(503) 746-9171

Port of Camas-Washougal

Port of Camas-Washougal
24 A Street
Washougal, WA 98671

Contact:

Mark Miller
markm@portcw.com
(360) 335-3685

Parcel list:

Parcel ID	Area	Owner
75108088	2.74 -acres (119, 354 SF)	Parkers Landing LLC
75108098	0.28 acres (12,000 SF)	Parkers Landing LLC
75108096	.28 acres (12,000 SF)	Parkers Landing LLC
75108094	0.28 acres (12,000 SF)	Parkers Landing LLC
75108092	0.28 acres (11,990 SF)	Parkers Landing LLC
75108086	0.17 acres (7,500 SF)	Port of Camas Washougal
75108084	0.17 acres (7,500 SF)	Port of Camas Washougal
75108090	.6 acres (26,136 SF)	Port of Camas Washougal
75108052	.11 acres (4,750 SF)	Parkers Landing LLC
75108050	.10 acres (4,250 SF)	Parkers Landing LLC
75108048	.09 acres (3,750 SF)	Parkers Landing LLC
75108046	.07 acres (3,250 SF)	Parkers Landing LLC
75108042	.05 acres (2,250 SF)	Parkers Landing LLC
75108044	.06 acres (2,750 SF)	Parkers Landing LLC
75108054	.23 acres (10,019 SF)	Parkers Landing LLC
75108058	.11 acres (5,000 SF)	Parkers Landing LLC
75108060	.11 acres (5,000 SF)	Parkers Landing LLC
75108064	.23 acres (10,000 SF)	Parkers Landing LLC
75108076	.11 acres (5,000 SF)	Parkers Landing LLC
75108074	.11 acres (5,000 SF)	Parkers Landing LLC

75108072	.11 acres (5,000 SF)	Parkers Landing LLC
75108070	0.11 acres (5,000 SF)	Parkers Landing LLC
75108068	.11 acres (5,000 SF)	Parkers Landing LLC
75108066	.11 acres (5,000 SF)	Parkers Landing LLC
75108078	.7 acres (30,492 SF)	Parkers Landing LLC
75108082	.26 acres (11,326 SF)	Parkers Landing LLC
71419002	1.23 acres (52,579 SF)	Parkers Landing LLC
71797000	0.25 acres (10,890 SF)	Parkers Landing LLC
75109019	.06 acres (2,614 SF)	Parkers Landing LLC

Exhibit B

Acknowledgement of Potential Tax Liability

Multi-Family Tax Exemption Application

Pursuant to WMC 3.58

Application Forms

Statement of penalties due upon cancellation

To Be Completed in the Presence of a Notary Public. All property owners must complete this Statement.

If the exemption is canceled for noncompliance or the project ceases to be eligible under WMC 3.58, pursuant to Chapter 84.14 RCW, an additional tax shall be imposed as follows:

- A. The difference between the tax actually paid and the tax which would have been due for the prorated portion of the tax year following cancellation, and for each tax year thereafter, if the improvements had been valued without exemption, (not to exceed three years before the discovery of the noncompliance); plus
- B. A penalty of 20 percent of the difference, plus
- C. Interest at the statutory rate on (a) -t- (b) from the date tax could have been paid without penalty if the improvements had been assessed at a value without regard to the exemption.

The additional tax, interest and penalty (a) -t- (b) -t- (c) are due within the times provided by RCW 84.40.350 and 84.40.390, and the total bears interest thereafter at the rate provided for delinquent property taxes.

The additional tax, penalty and interest constitute a lien by the City of Washougal upon the land which attaches at the time the property is no longer eligible for exemption, and has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the land may become charged or liable.

AFFIRMATION

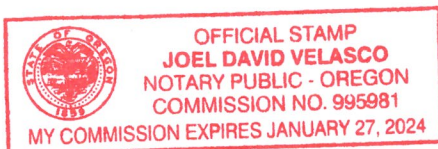
As owner(s) of the land described in the application, I hereby indicate by my signature that I am aware of the additional tax liability to which the property will be subject if the exemption authorized by Chapter 84.14 RCW, 1995 laws of Washington is canceled. I declare under penalty of perjury under the laws of the state of Washington that this application and any accompanying documents have been examined by me and that they are true, correct, and complete to the best of my knowledge.

Signature of Owner: Nathan Scott

Date: 10/26/20

I certify that I know or have satisfactory evidence that Nathan Scott signed this instrument, on oath stated that he / she was authorized to execute the instrument as the Manager of Parker's Landing LLC and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 26th day of October, 2020.



Joel D. Velasco
Signature Of Notary Public

Joel D. Velasco
Printed Name Of Notary Public

Multnomah County
Notary Public For Washington, residing

Oregon
My Commission Expires: 1/27/2024



Exhibit C
Applicant Affidavit

Multi-Family Tax Exemption Application

Pursuant to WMC 3.58

Applicant Affidavit

I declare by perjury under the laws of the State of Washington that:

- This application and the accompanying documents are true, correct and complete to the best of my knowledge.
- I am aware that, if an exemption is approved, when the exemption expires the property will be subject to an increase in property tax.
- I am aware that, if an exemption is approved, and the exemption is subsequently cancelled, the property will be subject to an increase in property tax, a penalty and interest as provided for in RCW 84.14.110.

Owner(s) and Contract Purchaser(s)

Nathan Scott

Print Name


Signature

10/26/20
Date

Print Name

Signature

Date

Exhibit D
Vicinity Map

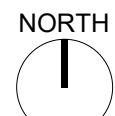


Ninebark - Vicinity Map

Exhibit E
Site Plan



1 SITE PLAN
A1.00 1" = 40'-0"



BALCONY SCHEDULE	
DESCRIPTION	COUNT
ATTACHED BALCONY	
8' X 4'	22
12' X 4'	28
	50
JULIET BALCONY	
3'	55
	55
PATIO	
8' X 12'	22
	127

UNIT SCHEDULE		
DESCRIPTION	UNIT GSF	UNIT COUNT
0 BED		
ST.1 STUDIO INTERNAL	550	15
ST.1 STUDIO INTERNAL - TYPE A	550	1
ST.2 STUDIO CORNER	600	4
		20
1 BED		
1.1 1 BED TYPE 1	720	44
1.1 1 BED TYPE 1	770	20
1.2 1 BED TYPE 2	780	32
1.2 1 BED TYPE 2 - TYPE A	780	6
1.3 1 BED @ UTILITIES	760	1
1.3 1 BED @ UTILITIES	830	1
1.4 1 BED + DEN	900	10
		114
2 BED		
2.1 2 BED CORNER @ LVL 1	970	11
2.1 2 BED CORNER @ LVL 1	1030	2
2.1 2 BED CORNER @ LVL 1 - TYPE A	1030	5
2.2 2 BED CORNER @ LVL 2-3	1050	20
2.2 2 BED CORNER @ LVL 2-3	1150	28
2.3 2 BED INTERNAL	990	28
2.4 2 BED LOFT	1340	4
		98
3 BED		
3.1 3 BED FLAT @ LVL 1 - TYPE A	1440	1
3.1 3 BED FLAT @ LVL 1 - TYPE B	1440	1
3.2 3 BED FLAT @ LVL 2-3	1510	4
3.3 3 BED LOFT	1740	4
		242

GENERAL NOTES				
1. PROPERTY LINE BASED ON SURVEY PROVIDED BY OWNER				
2. SEE CIVIL DRAWINGS FOR UTILITY EASEMENT, SITE DIMENSIONS AT PARKING, SITE UTILITIES, GRADING, EROSION CONTROL, BUILDING PAD ELEVATIONS AND RELATED DETAILS.				
3. SEE LANDSCAPE DRAWINGS FOR HARDSCAPE DIMENSIONS, PLANTING, AND IRRIGATION INFORMATION, AND TREE REMOVAL AND PROTECTION.				
4. SEE CIVIL AND LANDSCAPE DRAWINGS FOR ACCESSIBILITY SITE RELATED DETAILS.				
BUILDING SUMMARY				
	BUILDING GSF	LEASABLE GSF	UNIT COUNT	
BUILDING 1	29780	27000	28	
BUILDING 7	29780	27000	28	
BUILDING 2	29800	27000	30	
BUILDING 8	29800	27000	30	
BUILDING 3	33520	30700	34	
BUILDING 4	34550	31400	35	
BUILDING 5	34550	31400	35	
BUILDING 6	22560	20660	22	
CLUBHOUSE	7860			
TOTALS	BUILDING GSF	LEASABLE GSF	TOTAL UNITS	PARK/DRIVE AREA
	252,200SF	222,160SF	242 UNITS	131,285SF
PARKING SUMMARY				
PER WASHOUGAL MUNICIPAL CODE TABLE 18.52-1				
REQUIRED PARKING (MINIMUM): 363				
1.5 PER DWELLING UNIT				
PROVIDED:		393		
STANDARD SPACES:		272		
COMPACT SPACES:		121		
TANDEM SPACES:		88		
LOADING SPACES:		2		
ACCESSIBLE SPACES TOTAL:		9		
ACCESSIBLE VAN:		2		

HOLST

123 NE 3RD AVE.
SUITE 310
PORTLAND, OR
97232

HOLSTARC.COM

NINEBARK

198 6th STREET
WASHOUGAL, WA

JOB NO. 20-013.00

KILLIAN PACIFIC

100% SCHEMATIC DESIGN

09.25.2020

issue: date:

50% SD 07.29.2020
100% SD 09.25.2020

revision: date:

title:

SITE PLAN

sheet:

A1.00

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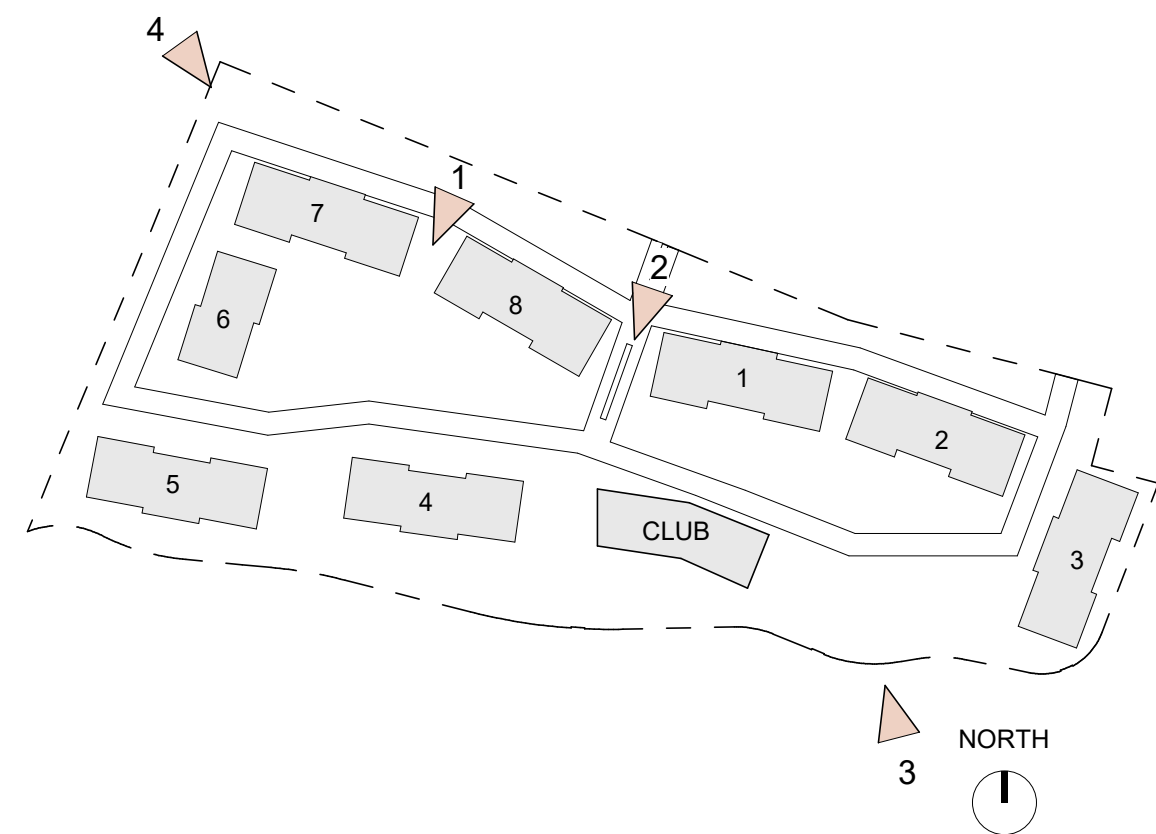
Exhibit F
Plan Set (100% SD)



NINEBARK
100% SCHEMATIC DESIGN
09.25.2020

H O L S T

KEY PLAN - VIEWS



LEGEND - MATERIALS

CSR-1	COMPOSITE ASPHALT SHINGLE ROOFING	PP-1	PERMEABLE PAVERS
FCP-1	FIBER CEMENT PANEL	SF-1	STOREFRONT
FCS-1	FIBER CEMENT SHINGLE SIDING	SF-2	EXTERIOR SLIDING STOREFRONT SYSTEM
GR-1	GUARDRAIL	STX-1	DIRECT APPLIED STUCCO CLADDING
MRP-1	STANDING SEAM METAL ROOF	WDX-1	WOOD SIDING - COLOR VARIES
MF-1	METAL FLASHING AND COPING	WDX-2	WOOD SLAT SIDING
MP-1	CORRUGATED WEATHERING STEEL PANEL	WND-1	36" x 80" WINDOW
MP-2	PRE FINISHED METAL PANEL	WND-2	66" x 80" WINDOW
MS-1	METAL SCREEN AT ROOF	WND-3	66" x 96" WINDOW



4 AERIAL AT NORTHWEST
1/8" = 1'-0"



3 AERIAL AT SOUTHWEST
1/8" = 1'-0"

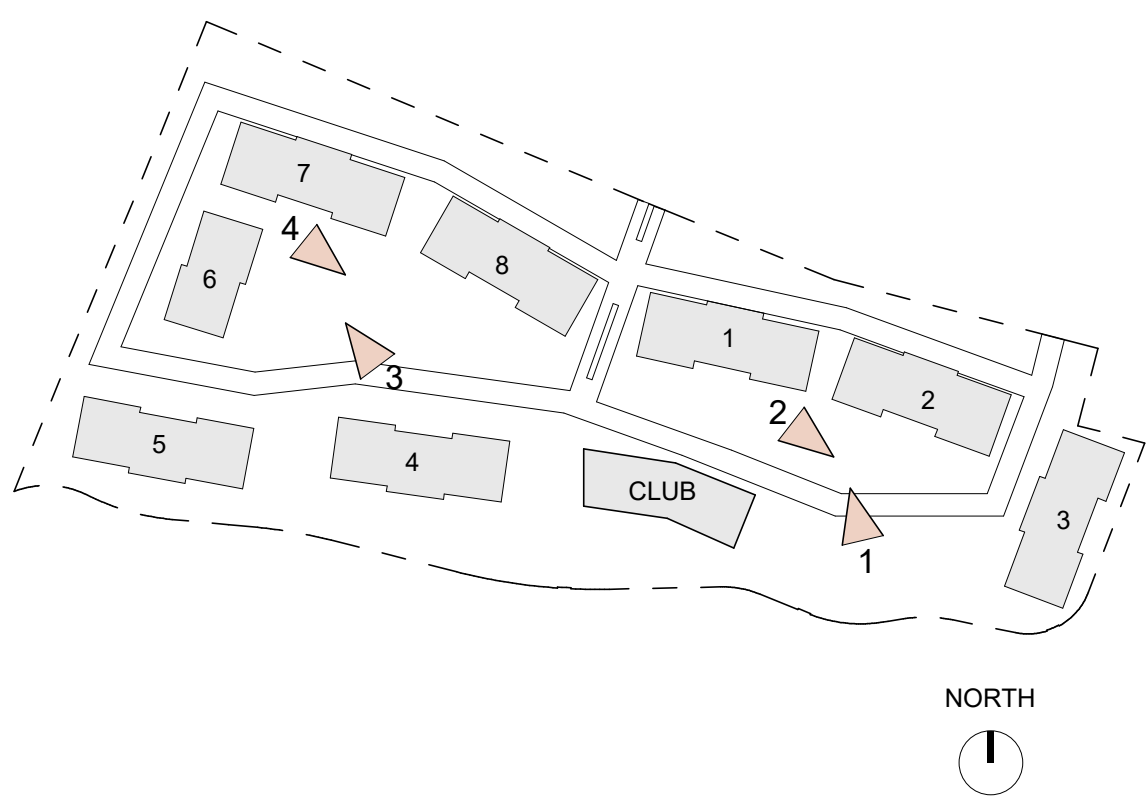


2 MAIN DRIVE ENTRANCE
1/8" = 1'-0"



1 NW VIEW CORRIDOR
1/8" = 1'-0"

KEY PLAN - VIEWS



LEGEND - MATERIALS

CSR-1	COMPOSITE ASPHALT SHINGLE ROOFING	PP-1	PERMEABLE PAVERS
FCP-1	FIBER CEMENT PANEL	SF-1	STOREFRONT
FCS-1	FIBER CEMENT SHINGLE SIDING	SF-2	EXTERIOR SLIDING STOREFRONT SYSTEM
GR-1	GUARDRAIL	STX-1	DIRECT APPLIED STUCCO CLADDING
MRP-1	STANDING SEAM METAL ROOF	WDX-1	WOOD SIDING - COLOR VARIES
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MP-2	PRE FINISHED METAL PANEL	WND-2	66" x 80" WINDOW
MS-1	METAL SCREEN AT ROOF	WND-3	66" x 96" WINDOW



4 WEST COURTYARD - LOOKING EAST
1/8" = 1'-0"



3 WEST COURTYARD - LOOKING WEST
1/8" = 1'-0"

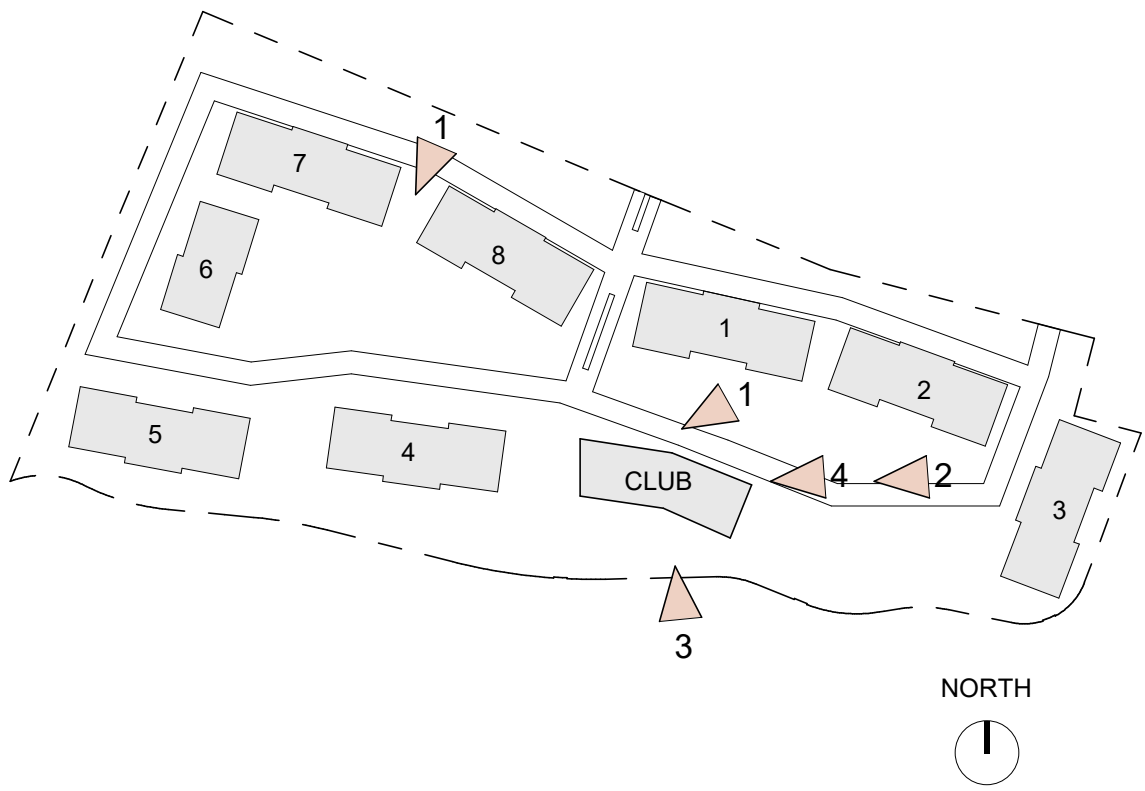


2 EAST COURTYARD - LOOKING EAST
1/8" = 1'-0"



1 EAST COURTYARD - LOOKING WEST
1/8" = 1'-0"

KEY PLAN - VIEWS



LEGEND - MATERIALS

CSR-1	COMPOSITE ASPHALT SHINGLE ROOFING	PP-1	PERMEABLE PAVERS
FCP-1	FIBER CEMENT PANEL	SF-1	STOREFRONT
FCS-1	FIBER CEMENT SHINGLE SIDING	SF-2	EXTERIOR SLIDING STOREFRONT SYSTEM
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MP-2	PRE FINISHED METAL PANEL	WND-2	66" x 80" WINDOW
MS-1	METAL SCREEN AT ROOF	WND-3	66" x 96" WINDOW



4
A0.03
MAIN DRIVE ENTRANCE
1/8" = 1'-0"



3
A0.03
MAIN DRIVE ENTRANCE
1/8" = 1'-0"



2
A0.03
CLUBHOUSE EAST APPROACH
1/8" = 1'-0"

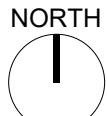


1
A0.03
CLUBHOUSE MAIN ENTRY
1/8" = 1'-0"

9/25/2020 5:54:00 PM



1 SITE PLAN
A1.00 1" = 40'-0"



BALCONY SCHEDULE	
DESCRIPTION	COUNT
ATTACHED BALCONY	
8' X 4'	22
12' X 4'	28
	50
JULIET BALCONY	
3'	55
	55
PATIO	
8' X 12'	22
	127

UNIT SCHEDULE		
DESCRIPTION	UNIT GSF	UNIT COUNT
0 BED		
ST.1 STUDIO INTERNAL	550	15
ST.1 STUDIO INTERNAL - TYPE A	550	1
ST.2 STUDIO CORNER	600	4
		20
1 BED		
1.1 1 BED TYPE 1	720	44
1.1 1 BED TYPE 1	770	20
1.2 1 BED TYPE 2	780	32
1.2 1 BED TYPE 2 - TYPE A	780	6
1.3 1 BED @ UTILITIES	760	1
1.3 1 BED @ UTILITIES	830	1
1.4 1 BED + DEN	900	10
		114
2 BED		
2.1 2 BED CORNER @ LVL 1	970	11
2.1 2 BED CORNER @ LVL 1	1030	2
2.1 2 BED CORNER @ LVL 1 - TYPE A	1030	5
2.2 2 BED CORNER @ LVL 2-3	1050	20
2.2 2 BED CORNER @ LVL 2-3	1150	28
2.3 2 BED INTERNAL	990	28
2.4 2 BED LOFT	1340	4
		98
3 BED		
3.1 3 BED FLAT @ LVL 1 - TYPE A	1440	1
3.1 3 BED FLAT @ LVL 1 - TYPE B	1440	1
3.2 3 BED FLAT @ LVL 2-3	1510	4
3.3 3 BED LOFT	1740	4
		242

GENERAL NOTES				
1. PROPERTY LINE BASED ON SURVEY PROVIDED BY OWNER 2. SEE CIVIL DRAWINGS FOR UTILITY EASEMENT, SITE DIMENSIONS AT PARKING, SITE UTILITIES, GRADING, EROSION CONTROL, BUILDING PAD ELEVATIONS AND RELATED DETAILS. 3. SEE LANDSCAPE DRAWINGS FOR HARDSCAPE DIMENSIONS, PLANTING, AND IRRIGATION INFORMATION, AND TREE REMOVAL AND PROTECTION. 4. SEE CIVIL AND LANDSCAPE DRAWINGS FOR ACCESSIBILITY SITE RELATED DETAILS.				
BUILDING SUMMARY				
	BUILDING GSF	LEASABLE GSF	UNIT COUNT	
BUILDING 1	29780	27000	28	
BUILDING 7	29780	27000	28	
BUILDING 2	29800	27000	30	
BUILDING 8	29800	27000	30	
BUILDING 3	33520	30700	34	
BUILDING 4	34550	31400	35	
BUILDING 5	34550	31400	35	
BUILDING 6	22560	20660	22	
CLUBHOUSE	7860			
TOTALS	BUILDING GSF 252,200SF	LEASABLE GSF 222,160SF	TOTAL UNITS 242 UNITS	PARK/DRIVE AREA 131,285SF
PARKING SUMMARY				
PER WASHOUGAL MUNICIPAL CODE TABLE 18.52-1				
REQUIRED PARKING (MINIMUM): 363				
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50% SD 07.29.2020
100% SD 09.25.2020

revision: date:

title:

SITE PLAN

sheet:

A1.00

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Exhibit G
Development Agreement

5104756 AMD

RecFee - \$194.00 Pages: 73 - PORT OF CAMAS/WASHOUGAL
Clark County, WA 09/17/2014 02:41



RETURN ADDRESS

PORT OF CAMAS-WASHOUGAL
24 S. A STREET
WASHOUGAL, WA 98671

Please print neatly or type information
Document Title(s)

AMENDED AND SUPERSEDING DEVELOPMENT AGREEMENT

Reference Number(s) of related documents:

AFN 4864422

Additional Reference #'s on page _____

Grantor(s) (Last, First and Middle Initial)

CITY OF WASHOUGAL

Additional grantors on page _____

Grantee(s) (Last, First and Middle Initial)

PORT OF CAMAS-WASHOUGAL

Additional grantees on page _____

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

SW 1/4 SEC 7 and NW 1/4 of SEC 18 W2T1N12R3E AND
IN THE NE 1/4 SEC 13 WITHIN T1N12R3E

Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

21737000

Additional parcel #'s on page 3

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Pamela Connolly
Signature of Requesting Party

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

Goodstein Law Group
501 South G Street
Tacoma, WA 98405

AMENDED AND SUPERSEDING DEVELOPMENT AGREEMENT

Grantors : City of Washougal
Grantee : Port of Camas-Washougal
Abbreviated Legal : Property located within the SW ¼ of Section 7 and the NW ¼ of Section 18 within Township 1 North, Range 4; and in the NE ¼ of Section 13 within Township 1 North Range 3 East of the Willamette Meridian
Assessor's Tax Parcel No(s). : 71797-000, 75109-019, 75108-098, 75108-096, 75108-094, 75108-092, 75108-088, 75108-086, 75108-084, 75108-082, 75108-090, 71419-002, 75108-052, 75108-050, 75108-054, 75108-058, 75108-060, 75108-064, 75108-076, 75108-074, 75108-072, 75108-070, 75108-068, 75108-066, 75108-078, 75108-080, 71453-000 and 71791-000
Other Reference No(s). : AFN4864422

Effective Date: September 8, 2014

Parties: The Port of Camas-Washougal,
a municipal corporation
24 South A Street
Washougal, Washington 98671
(hereinafter referred to as the "Port")

and

City of Washougal, Washington,
a municipal corporation
1701 C Street
Washougal, Washington 98671
(hereinafter referred to as the "City")

EXHIBITS

- Exhibit A – Property Legal Description
- Exhibit B – Transportation Impact Analysis and Supplemental Traffic Impact Analysis
- Exhibit C – Washougal Traffic Impact Fee Business Enhancement Factor Program
- Exhibit D – Storm Water; Sewer, and Water Charges and Capacities
- Exhibit E – Uses and Design Standards
- Exhibit F – Previous Development Agreement

RECITALS

A. The Port of Camas-Washougal (Port) owns certain real property identified as Tax Parcel No.'s 71797-000, 75109-019, 75108-098, 75108-096, 75108-094, 75108-092, 75108-088, 75108-086, 75108-084, 75108-082, 75108-090, 71419-002, 75108-052, 75108-050, 75108-054, 75108-058, 75108-060, 75108-064, 75108-076, 75108-074, 75108-072, 75108-070, 75108-068, 75108-066, 75108-078, 75108-080, 71453-000 and 71791-000 (hereinafter, "the Properties"). This property is legally described in Exhibit A.

B. Uses and Design Standards applicable to the Properties are set forth in Exhibit E as attached hereto and incorporate herein by reference. City has acknowledged all of the uses contemplated by the Port are allowed in the highway commercial zone or within the Uses and Design Standards set forth in Exhibit E.

C. The City's vision for the Properties described in Exhibit A is to have the Properties redeveloped for economic and community benefits, and protection of the shoreline. The Port is committed to create a development plan for the Property described in Exhibit A that encourages public investment and business opportunity. The Port also seeks continuity with neighboring development as memorialized in the Amended and Superseding Development Agreement recorded as number AFN4864422.

D. On March 19, 2012, the City and the Port executed a development agreement that served to vest the properties described in Exhibits A to provisions of the Washougal Municipal Code (WMC) including, but not limited to, Titles 16 and 18. This Development Agreement restates in its entirety that development agreement executed on March 19, 2012 while maintaining the vesting date for this restated Development Agreement as of March 19, 2012. This vesting applies to the provisions of the Washougal Municipal Code (WMC) including, but not limited to, Titles 16 and 18.

E. The Properties presents special circumstances requiring a flexible approach to site development through master-planned development and overarching site planning. These special circumstances include the Properties role as producing enhanced public access to the Columbia River Waterfront with uses that support and encourage shopping, recreation, residential and other waterfront area uses.

F. Pursuant to RCW 36.70B.170(1), the City and Port are authorized to enter into a development agreement that sets forth provisions that apply to and govern the development and use of the Properties.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The recitals are hereby incorporated into the parties' agreement and shall be binding on the parties as terms of this Development Agreement.
2. **Purpose.** The purpose of this Development Agreement is to vest the development project on the Properties described on Exhibit A as provided for herein and provide a framework for permitting the development project above described and to specify qualifying exemptions and incentives.
3. **Properties Governed.** This Development Agreement governs the development of the Properties legally described in Exhibit A as attached hereto, incorporated herein by reference (hereinafter the "Properties").
4. **Phased Development.** The Port will develop the Properties in a series of phases. Within each phase the Developer will request that the City approve individual developments as depicted on binding site plans, or plat maps, provided by the Port in order to provide for flexible approaches to potential buyers and tenants. The Properties' legal lots may be combined together for lease or sale, as may be needed to accommodate tenants needing larger land areas. The Port acknowledges that legal lot combination must be completed as required by the applicable state statutes and county and city ordinances, and that such legal lot combinations are not implemented by this Development Agreement.

5. **Transportation.**

5.1 **Pre-existing Trips.** The project to be developed on the Properties described in Exhibit A pursuant to the terms and provisions of this Development Agreement shall be credited 730 Average Daily Trips (ADT) pre-existing trips. These pre-existing trips arise from prior development on such Properties.

5.2 **New Trips.** The project to be developed on the Properties described in Exhibit A reserves those new trips set forth in that Traffic Impact Analysis attached to this Development Agreement and incorporated herein by reference as Exhibit B.

5.3 TIF fees will be calculated pursuant to the formula effective on the approval date of this Development Agreement. This TIF rate is \$229.00 per new average daily trip. The TIF formula is as follows:

$$\text{Total TIFs} = \$229 \times \text{Net new Average Daily Trips} \times \text{BEF reduction}^*$$

*Refers to Business Enhancement Factor. Pursuant to the City of Washougal Traffic Impact Fee business Enhancement Factor Program Technical Document dated Sept. 20, 2010 incorporated herein by reference as Exhibit C.

5.4 Streets.

5.4.1 **Internal Streets.** All streets constructed that are internal to the project to be located on the Properties described in Exhibit A will be private streets.

5.4.2 **Transportation Improvements.** The city generally finds that frontage improvements to A and Sixth Streets including dedication of land, improvements, and/or construction would serve the goals and objectives of the capital facilities plan consistent with WMC 15.64.060 and credits for TIF may be calculated and approved for portions of the future project where there is dedicated land, improvements, and/or construction provided by the fee payer. At the time of a project submittal the fee payer shall direct the request for a credit or credits to the city and the city shall process said request pursuant to WMC 15.64.060 as of the date of this agreement.

5.4.3 **Sidewalk.** If the City requires sidewalks to be constructed as part of frontage improvements, the Port may, in lieu of constructing such sidewalk, obtain approval for east/west pedestrian connection within the project site, and an easement for public access to the City for this east/west pedestrian connection.

5.5 **Trail System, Park and Community Amenities.** The Port agrees to provide a minimum eight (8) to twelve (12) foot wide concrete or all-weather surfaced trail along the waterfront that will include elements such as interpretive signage, public art, and street furniture. This trail may include river viewing areas at key vista points along the Columbia River. Development of the Properties described in Exhibit A may include pedestrian connections to this public trail system. This trail is part of a regional trail network and will provide a critical link to downtown Washougal, enhancing livability and access to recreation and commercial amenities within the community and encouraging visitorship from outside the community. The Port agrees to work with the City to pursue funding for a public amenity, such as a community information kiosk, to further enhance the visitor experience and promote activities throughout the community.

5.6 **Concurrency and Trip Generation.** Trip generation has been calculated for the full build-out of the development in the Traffic Impact Analysis (TIA) attached hereto as Exhibit B. Consistent with this TIA, full buildout of the development is estimated to result in a total of 5,240 net new daily trips and 510 net new PM peak hour trips. Vehicle trip generation assessed for each future site plan will be tracked and subtracted from the trip reservation for the development consistent with this allocation.

This accounting will verify that the actual development of the site will not exceed the trips envisioned and tested for concurrency. Nothing contained in this Section or this Development Agreement shall preclude the Port from seeking additional trips beyond those reserved in this Development Agreement. The reservation or use of such additional trips shall be based on a concurrency analysis at the time as shall be dependent of the availability of such trips.

5.7 Survival of Reserved Transportation Capacity. The transportation capacity allocated in this Development Agreement and the total capacity reserved in the City's transportation concurrency model shall not be affected by any interim use by the Port that has a lower trip generation than the number of trips previously reserved in the City's traffic model and reserved for the Properties identified on Exhibit A attached hereto. The capacities allocated in each site plan approval and the total capacity reserved under this Development Agreement shall remain reserved with the Property for the effective life of this Development Agreement. If, at the expiration or termination of this Development Agreement, any of the reserved trips under this Development Agreement have not been used, the unused trips reserved by this Agreement will be forfeited to the transportation system, unless a new agreement is reached or this Development Agreement's term is extended.

6. Public Utilities.

6.1 Stormwater, Sewer, and Water System Charges. When the Properties described in Exhibit A develop, the general facilities charges, system development charges, and connection fees for stormwater (WMC Chapter 14.32), sewer (WMC Chapter 3.92), and water (WMC Chapter 3.91) applicable to the Properties described in Exhibit A as of the date of this Development Agreement shall be imposed. These charges are further described in Exhibit D.

In addition, water capacity for 223 equivalent residential units (ERUs) will be reserved and provided for the Properties as of the date of this Development Agreement. Sewer capacity for 223 ERUs will be reserved for the Properties at such time as the City completes their waste water treatment plant expansion which is scheduled for completion in July 2015. If, at the expiration or termination of this Development Agreement, any of the reserved ERUs under this Development Agreement have not been used, the unused ERU's reserved by this Agreement will be forfeited to the utility system, unless a new agreement is reached or this Development Agreement's term is extended.

6.2 Fire Impact Fees.

6.2.1 New Construction. The City will provide fire impact fee exemptions or waivers for future development that qualifies for such exemption or waiver requests pursuant to state and local statutes.

7. Uses and Design Standards. Uses and Design Standards applicable to the Properties are set forth in Exhibit E. The parties agree that, due to the orientation of the proposed project site and uses, and unique amenities that will be provided on and adjacent to the property described in Exhibit A, design standards and uses of WMC Chapter 18.32, Commercial Districts, 18.48, Aesthetics, Buffers, Compatibility and Landscaping Standards, 18.50, Yard, Buffer, and Other Dimensional Requirements, and 18.52 Parking and Loading Regulations shall be modified to "same or better than" the above referenced Design Standards and Use table as identified in Exhibit E of this agreement.. The parties further establish that the sign regulations found in

WMC Chapter 18.60 may be modified to "same or better than" standard through the submittal of a master sign plan subject to administrative review and approval by the City community development director. Where the Design Standards and the use table in Exhibit E differ from that letter of the Code, the Design Standards and use table set forth on Exhibit E shall apply.

8. **Vesting.** Notwithstanding the WMC code modifications established under this development agreement, the parties agree that the development of the Properties remains vested as to the permitted uses, land use regulations, and development standards in effect as of March 19, 2012 which is the date of that Development Agreement that this Development Agreement supplements.

9. **Election to Site Uses According to Subsequently Adopted Zoning Code.** Notwithstanding anything herein to the contrary, the Port may, at any time during the term of this Development Agreement, elect to site land uses allowed by the Zoning Code existing at the time of this Development Agreement or as amended during the duration of this Development Agreement; *provided, however*, that if the Port elects to retain its vested rights under this Development Agreement while seeking applicability of selected subsequently enacted Zoning Code provisions, the Port shall first seek and obtain a determination from the planning director or designee in a Type I review that such mixing of regulatory requirements will not result in an incoherent or inconsistent blending of regulatory controls that would be contrary to the public interest. If the director determines that such mixing of regulatory requirements will result in an incoherent or inconsistent blending of regulatory controls that would be contrary to the public interest, the director's decision shall be in writing and shall include Findings of Fact and Conclusions of Law, and shall be subject to appeal to the City's Hearing Examiner or such other quasi-judicial decision maker as may be designated by City ordinance or code.

10. **Successors.** This Development Agreement and all of its provisions shall be binding upon the City, the Port, and any and all of its assigns and successors in interest and any obligations made herein by the Port shall be enforceable against all of its assigns and successors in interest into whose ownership the Properties may pass, and all of them, except as this Development Agreement shall expressly provide to the contrary.

11. **Severability.** If any provision of this Development Agreement, or the application of the provisions herein to any person or circumstance, is declared invalid, then the rest of the Development Agreement or the application of the provision to other persons or circumstances shall not be affected.

12. **Controlling Law.** In the event of any litigation arising hereunder, or with respect hereto, the law of the State of Washington will control, and all signatories hereto, do hereby submit themselves personally to the jurisdiction of the courts of the State of Washington, and do hereby agree that any action arising hereunder may be instituted in Clark County Superior Court, if the parties are served, including anywhere not within the State of Washington, by any method authorized by Washington law.

13. **Construction.** This Development Agreement sets forth the entire agreement of the parties. This Development Agreement shall be construed as a whole. No amendment, change or modification of any provision of this Development Agreement shall be valid unless set forth in writing and signed by the both parties. Approval of any such change by the City requires approval by the City Council after such public process as required by law. To the extent of any conflict with any City regulations which may otherwise govern the Properties, the terms and conditions of this Development Agreement shall prevail.

14. **Term.** The initial term of this Development Agreement shall be for ten (10) years from the effective date of this Development Agreement. A five year extension of this Development Agreement may be requested by the Port and shall be granted by the community development director if the following conditions are met during the initial development agreement term: (A) The waterfront trail has been constructed; and (B) A Site Plan Review application has been submitted and construction has been initiated on the property described in Exhibit A.

15. **Required Public Hearing.** This Development Agreement is authorized by an Ordinance of the City Council of the City of Washougal following a hearing as required by RCW 36.70B.170.

16. **Threat to Public Health and Safety.** Nothing contained in this Development Agreement shall preclude the City from exercising any and all rights it has under RCW 36.70B.170(4) to impose new or different regulations to address issues of public health and safety.

17. **Binding Effect.** This Development Agreement, or a summary thereof, shall be recorded against the Property and shall run with the land, subject only to the express conditions or limitations of this Development Agreement, and shall be binding upon and inure to the benefit of the respective successors and assigns of the Port. Upon assignment of this Development Agreement or the conveyance of any parcel of the Property to which this Development Agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations and liabilities set forth in this Development Agreement as they relate to such parcel.

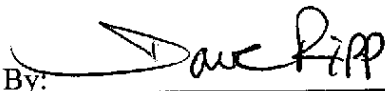
18. **Warranty of City's Authority.** The City is delegated with authority pursuant to RCW 36.70B.170, et al., to enter into Development Agreements as a proper exercise of municipal police power and contract authority. This Development Agreement is entered into pursuant to said authority. It is hereby warranted that the undersigned Mayor has and is authorized to enter into this Development Agreement as approved by ordinance after a public hearing as required by RCW 36.70B.200.

DATED this 8th day of September, 2014.

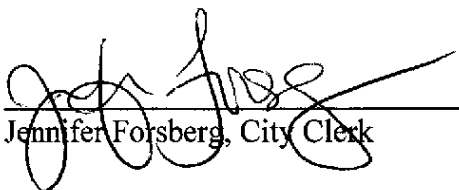
CITY OF WASHOUGAL,
a Washington municipal corporation

By: 
Sean Guard, Mayor

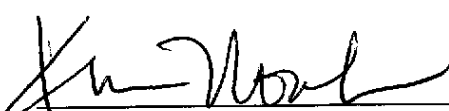
THE PORT OF CAMAS/WASHOUGAL,
a Washington municipal corporation

By: 
David Ripp, Executive Director

Attest:


Jennifer Forsberg, City Clerk

Attest:


Kim Noah, Port Clerk

Approved as to form:


Don English, City Attorney

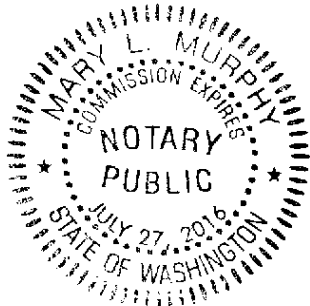
Approved as to form:


Carolyn Lake, Port Attorney

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that David Ripp appeared personally before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Executive Director of the Port of Camas/Washougal to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 10th day of September, 2014.



Mary L. Murphy
NOTARY PUBLIC FOR WASHINGTON
Residing in Vancouver
My Commission Expires: 7-27-16

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that Sean Guard appeared personally before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Mayor of the City of Washougal to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

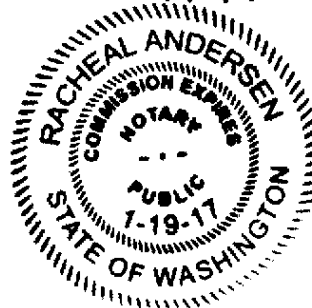
Dated this 10th day of September, 2014.



NOTARY PUBLIC FOR WASHINGTON

Residing in Washougal, WA

My Commission Expires: 01-19-17



SUMMARY OF EXHIBITS

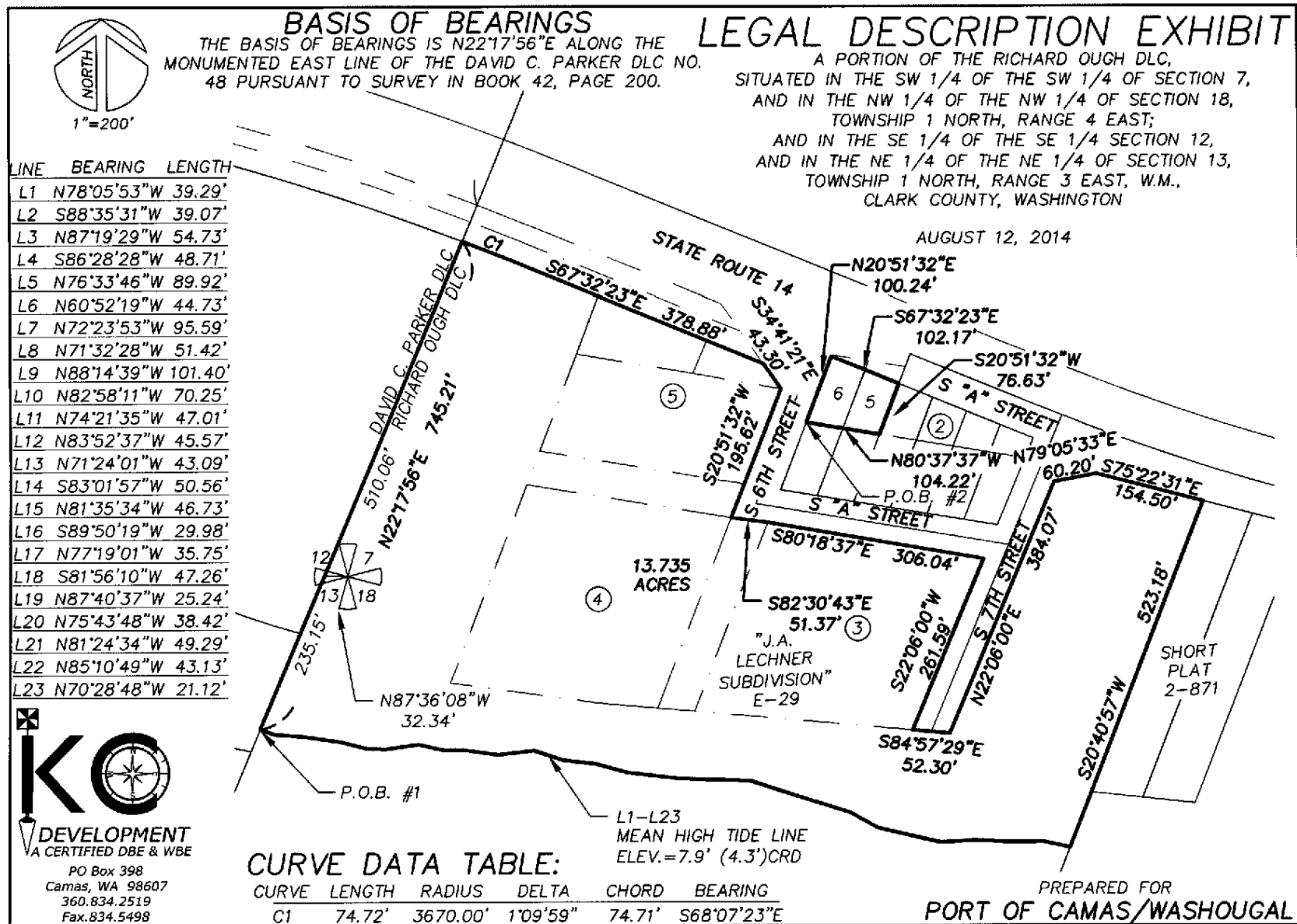
Exhibit A – Property Legal Description

Exhibit B – Traffic Impact Analysis and Supplemental Traffic Impact Analysis

Exhibit C - Washougal Traffic Impact Fee Business Enhancement Factor Program

Exhibit D – Storm Water; Sewer, and Water Charges and Capacities

Exhibit E – Uses and Design Standards





PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.

PO Box 398
Camas, WA 98607
360.834.2519
fax.834.5498
www.kcdevelopment.net

Legal Description
6th Street Site
Port of Camas-Washougal
August 12, 2014

A PORTION OF THE RICHARD OUGH DLC, AND A PORTION OF THE J.A. LECHNER SUBDIVISION, A PLAT OF RECORD IN BOOK E, PAGE 29, CLARK COUNTY PLAT RECORDS, SITUATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 7, AND IN THE NW 1/4 OF THE NW 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 4 EAST; AND IN THE SE 1/4 OF THE SE 1/4 SECTION 12, AND IN THE NE 1/4 OF THE NE 1/4 OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 3 EAST, W.M., CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE LINE OF MEAN HIGH TIDE WITH THE WEST LINE OF THE RICHARD OUGH DONATION LAND CLAIM, SAID POINT OF BEGINNING IS N87°36'08"W, 32.34 FEET AND S22°17'56"W, 235.15 FEET FROM THE 2-INCH IRON PIPE MARKING THE SOUTHWEST CORNER OF SECTION 7; THENCE ALONG THE WEST LINE OF THE RICHARD OUGH DONATION LAND CLAIM, N22°17'56"E, 745.21 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE 14 AT A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A 3670.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 1°09'59" (CHORD BEARS S68°07'23"E, 74.71 FEET) A DISTANCE OF 74.72 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S67°32'23"E, 378.88 FEET TO AN ANGLE POINT; THENCE S34°41'21"E, 43.30 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH 6TH STREET; THENCE ALONG SAID RIGHT OF WAY LINE, S20°51'32"W, 195.62 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH A STREET; THENCE ALONG SAID RIGHT OF WAY LINE, S82°30'43"E, 51.37 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, S80°18'37"E, 306.04 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH 7TH STREET; THENCE ALONG SAID LINE, S22°06'00"W, 261.59 FEET TO THE TERMINUS OF SAID RIGHT OF WAY; THENCE S84°57'29"E, 52.30 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH 7TH STREET; THENCE ALONG SAID LINE, N22°06'00"E, 384.07 FEET TO AN ANGLE POINT; THENCE N79°05'33"E, 60.20 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH A STREET; THENCE ALONG SAID LINE, S75°22'31"E, 154.50 FEET TO THE NORTHWEST CORNER OF LOT 1, SHORT PLAT IN BOOK 2, PAGE 871, CLARK COUNTY PLAT RECORDS; THENCE ALONG THE WEST LINE OF SAID LOT 1, S20°40'57"W, 523.18 FEET TO THE LINE OF MEAN HIGH TIDE; THENCE ALONG SAID LINE THE FOLLOWING COURSES: THENCE N78°05'53"W, 39.29 FEET; THENCE S88°35'31"W, 39.07 FEET; THENCE N87°19'29"W, 54.73 FEET; THENCE S86°28'28"W, 48.71 FEET; THENCE N76°33'46"W, 89.92 FEET; THENCE N60°52'19"W, 44.73 FEET; THENCE N72°23'53"W, 95.59 FEET; THENCE N71°32'28"W, 51.42 FEET; THENCE N88°14'39"W, 101.40 FEET; THENCE N82°58'11"W, 70.25 FEET; THENCE N74°21'35"W, 47.01 FEET; THENCE N83°52'37"W, 45.57 FEET; THENCE N71°24'01"W, 43.09 FEET; THENCE S83°01'57"W, 50.56 FEET; THENCE N81°35'34"W, 46.73 FEET; THENCE S89°50'19"W, 29.98 FEET; THENCE



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N77°19'01"W, 35.75 FEET; THENCE S81°56'10"W, 47.26 FEET; THENCE N87°40'37"W, 25.24 FEET; THENCE N75°43'48"W, 38.42 FEET; THENCE N81°24'34"W, 49.29 FEET; THENCE N85°10'49"W, 43.13 FEET; THENCE N70°28'48"W, 21.12 FEET TO THE POINT OF BEGINNING.

BEGINNING AGAIN AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 2, J.A. LECHNER SUBDIVISION, A PLAT OF RECORD IN BOOK E, PAGE 29, SAID RECORDS; THENCE ALONG THE WEST LINE OF SAID LOT 6, BEING ALSO THE EASTERLY RIGHT OF WAY LINE OF SOUTH 6TH STREET, N20°51'32"E, 100.24 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE 14; THENCE ALONG SAID RIGHT OF WAY LINE, S67°32'23"E, 102.17 FEET TO THE EAST LINE OF LOT 5 OF SAID BLOCK 2; THENCE ALONG SAID EAST LINE, S20°51'32"W, 76.63 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID LOT 5, AND CONTINUING ALONG THE SOUTH LINE OF SAID LOT 6, N80°37'37"W, 104.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.735 ACRES.

Lots 7 and 8, Block 2, J.A. LECHNER SUBDIVISION, according to the plat thereof, recorded in Book "E" of plats, page 29, records of Clark County, Washington.

Lots 11 and 12, Block 2, J.A. LECHNER SUBDIVISION, according to the plat thereof, recorded in Book "E" of plats, page 29, records of Clark County, Washington.

Lots 9 and 10, Block 2, J.A. LECHNER SUBDIVISION, according to the plat thereof, recorded in Book "E" of plats, page 29, records of Clark County, Washington.


KITTELSON & ASSOCIATES, INC.

TRANSPORTATION ENGINEERING / PLANNING

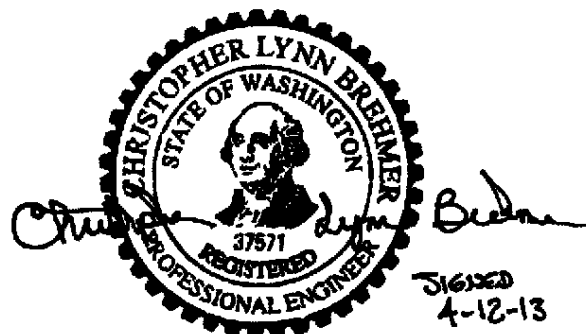
610 SW Alder Street, Suite 700, Portland, OR 97205 • 503.228.5230 • 503.273.8169

MEMORANDUM

Date: April 12, 2013

Project #: 13458

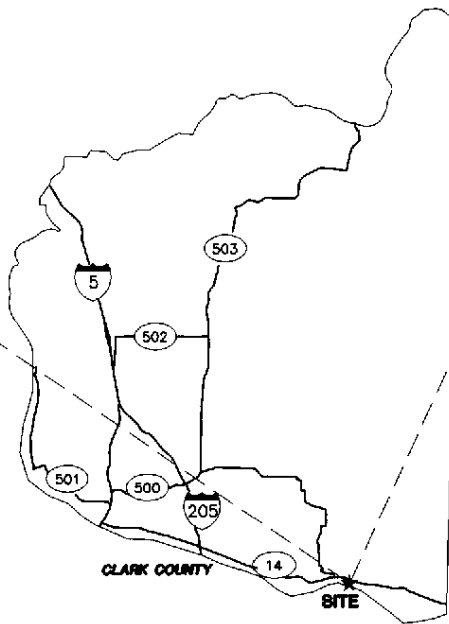
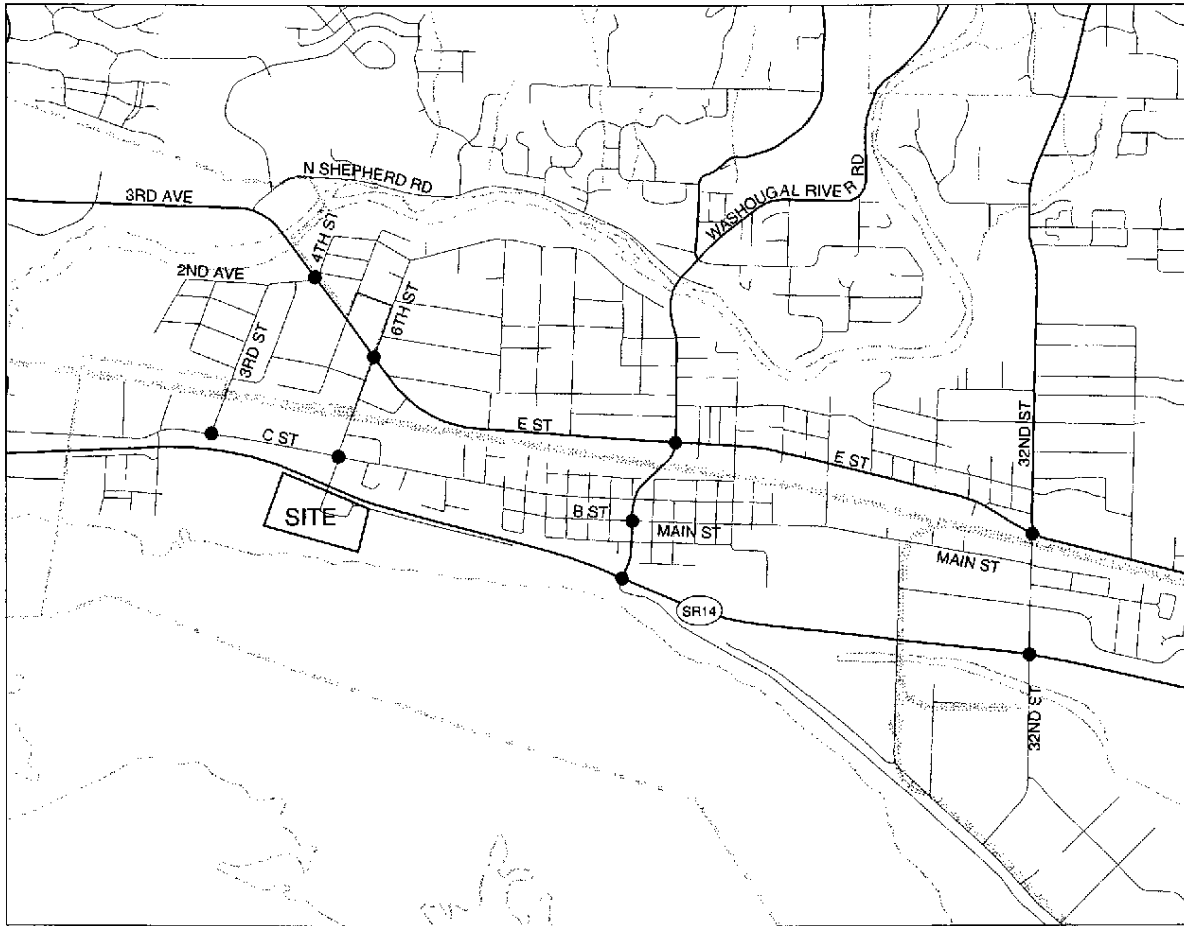
 To: Port of Camas-Washougal
 David Ripp
 24 South A Street
 Washougal, WA 98671

 From: Anais Malinge, and Chris Brehmer, P.E.
 Subject: 6th Street Project Transportation Impact Analysis


This memorandum documents the results of the transportation impact analysis prepared by Kittelson & Associates, Inc. (KAI) for master planning of the Port of Camas-Washougal 6th Street Project located south of SR 14 and 6th Street in Washougal, Washington. This study concludes that the 6th Street Project can be developed while maintaining acceptable traffic operations and safety at the study intersections. The methodology of our analysis, pertinent findings, and our recommendations are documented herein.

INTRODUCTION

This transportation impact analysis was completed to inform the contents of a development agreement between the City of Washougal and the Port of Camas-Washougal. Development of the site is expected to be phased over the next several years and will be guided by the development agreement. At a conceptual level, this traffic study assumes that the proposed 6th Street Project will develop to include up to 110,000 square-feet of retail space, 60,000 square-feet of general office space, and 75 apartment units. Access is expected to be provided via one or more driveways, located south of the SR 14 interchange along 2nd Street and one located south of the site. Figure 1 illustrates the site vicinity.



LEGEND

- - STUDY INTERSECTIONS

**SITE VICINITY MAP
WASHOUGAL, WASHINGTON**

**FIGURE
1**

SCOPE OF THE REPORT

This analysis identifies the transportation-related impacts associated with the proposed development of the 6th Street Project site and was prepared in accordance with City of Washougal transportation impact analysis requirements. The study scope and overall study area for this project were selected based on a review of the local transportation system and previous direction provided by the City of Washougal and Washington State Department of Transportation (WSDOT) staff for the adjacent and larger Parker's Landing development.

As required under Washougal Municipal Code 18.90.040 (Transportation Impact Analysis), a transportation impact study was prepared to address the following transportation issues:

- Year 2013 existing land use and transportation system conditions within the site vicinity;
- Planned developments and transportation improvements in the study area;
- Forecast year 2020 background traffic conditions during the weekday a.m. and p.m. peak hours;
- Trip generation and distribution estimates for the proposed development;
- Forecast year 2020 total traffic conditions with full build-out of the site during the weekday a.m. and p.m. peak hours;
- Level of service analyses for the study intersections;
- Conclusions and recommendations.

Operational analyses were performed at the following intersections:

- 3rd Street (Whitney Street)/C Street
- 4th Street-3rd Avenue/E Street
- 6th Street/C Street
- 6th Street/E Street
- B Street-Main Street/Washougal River Road
- E Street/Washougal River Road
- E Street/32nd Street
- SR 14/32nd Street
- SR 14/Washougal River Road

Site Conditions and Adjacent Land Uses

Residential development currently occupies part of the proposed development site. The site is bordered by 2nd Street and SR 14 to the north, the Columbia River to the south, residential

development to the east, and the proposed Parker's Landing development site to the west. Other Port of Camas-Washougal facilities, an automobile dealership, and a hotel are located further to the west.

TRANSPORTATION FACILITIES

Table 1 provides a summary of key transportation facilities in the site vicinity.

Table 1: Existing Transportation Facilities and Roadway Designations

Roadway	Classification ¹	Cross Section	Speed Limit (mph)	Side-walks?	Bicycle Lanes?	Raised Median?	On-Street Parking?
3 rd Street	Collector Arterial	2-lane	25	Partial	None	No	None
6 th Street	Collector Arterial	2-lane	25	Partial	None	No	None
32 nd Street	Collector Arterial	3-lane	25	Partial	None	No	None
"E" Street	Collector Arterial	3-lane	30	Partial	None	No	None
"C" Street	3-Lane Urban Collector	2-lane	25	North Side	None	No	South Side (2 hr.)
Main Street (east of 15 th Street)	Secondary Arterial	2-lane	25	Partial	None	No	Partial
Main Street (west of 15 th Street)	Collector Arterial	2-lane	25	Partial	None	No	Partial
SR 14	Major Arterial	3-5 lane	55	None	None	Partial	None
Washougal River Road	Secondary Arterial	2-lane	25	Partial	Partial	No	None

¹Washougal Municipal Code (Chapter 10.26, Reference 1)

Pedestrian and Bicycle Facilities

Sidewalks and bike lanes are not currently provided along the site frontage. Sidewalks are provided within the WSDOT interchange area that will link the site with C Street to the north.

Transit Facilities

C-Tran provides local transit service through two bus routes operating along 6th Avenue and 3rd Avenue, as follows (Reference 2):

- Route #41 – Camas/Washougal Limited, provides transit service from Washougal to Vancouver to downtown Portland. The route has a bus stop within the site vicinity at 3rd Avenue and 6th Avenue, and operates twice daily (morning and evening) on weekdays.
- Route #92 – Camas/Washougal, provides transit service between Fisher's Landing Transit Center to Gibbon Creek Mobile Estates in Washougal, providing intermediate service to Camas and downtown Washougal. The route has three stops, and 30-minute headways on weekdays.

Collision Analysis

The collision histories of the respective study intersections were reviewed in an effort to identify potential intersection safety issues. Collision records were obtained from the Washington State Department of Transportation (WSDOT) for the most recent five-year period from August 2007 through July 2012. A summary of the collision data is provided in Table 2.

Table 2: Intersection Collision Histories

Intersection	Number of Collisions	Collision Type				Collision Severity	
		Rear-End	Turning	Angle	Other	PDO ¹	Injury
3 rd Street (Whitney Street)/C Street	5	2	1	0	2	3	2
4 th Street/3 rd Avenue/E Street	1	1	0	0	0	1	0
6 th Street/C Street	6	1	1	1	3	4	2
6 th Street/ E Street	2	0	1	0	1	0	2
B Street-Main Street/Washougal River Road	2	1	0	1	0	2	0
E Street/ 32 nd Street	28	7	6	10	5	20	8
E Street/Washougal River Road	11	3	4	3	1	7	4
SR 14/32 nd Street	22	1	2	13	6	12	10
SR 14/Washougal River Road	13	9	0	2	2	8	5

¹PDO: Property Damage Only

No safety-based mitigation measures are recommended based on review of the collision data at the study intersections.

Attachment "A" contains the collision data obtained from WSDOT.

PROPOSED DEVELOPMENT TRIP GENERATION ESTIMATE

Trip generation estimates were developed based on trip rates found in the standard reference manual *Trip Generation, 9th Edition* published by the Institute of Transportation Engineers (ITE) (Reference 3). The internal and pass-by trip rates applied to each land use were determined based on information provided in ITE's *Trip Generation Manual* (Reference 4). Table 3 summarizes the daily, weekday a.m., and weekday p.m. peak hour trips for the assumed development. Table 3 shows the daily trips rounded to the nearest ten and peak hour trips rounded to the nearest five. Note that the land use assumptions shown in Table 3 represent a reasonable "worst case" development scenario. Actual future site development may differ from the assumed uses but this study should remain valid so long as the actual site uses have trip generation less than or equivalent to the total trips shown in Table 3.

Attachment "B" shows the methodology for estimating internal trips.

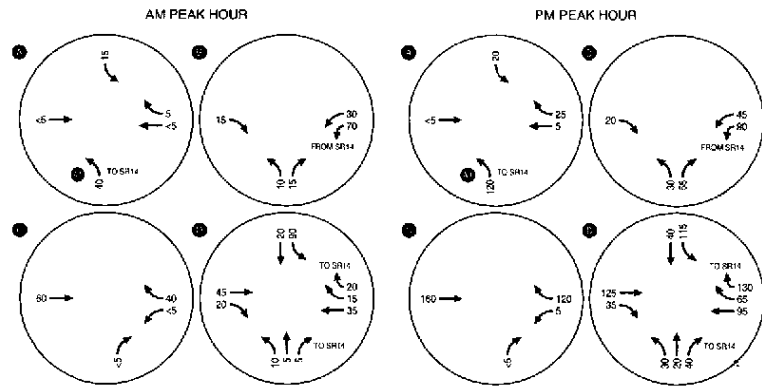
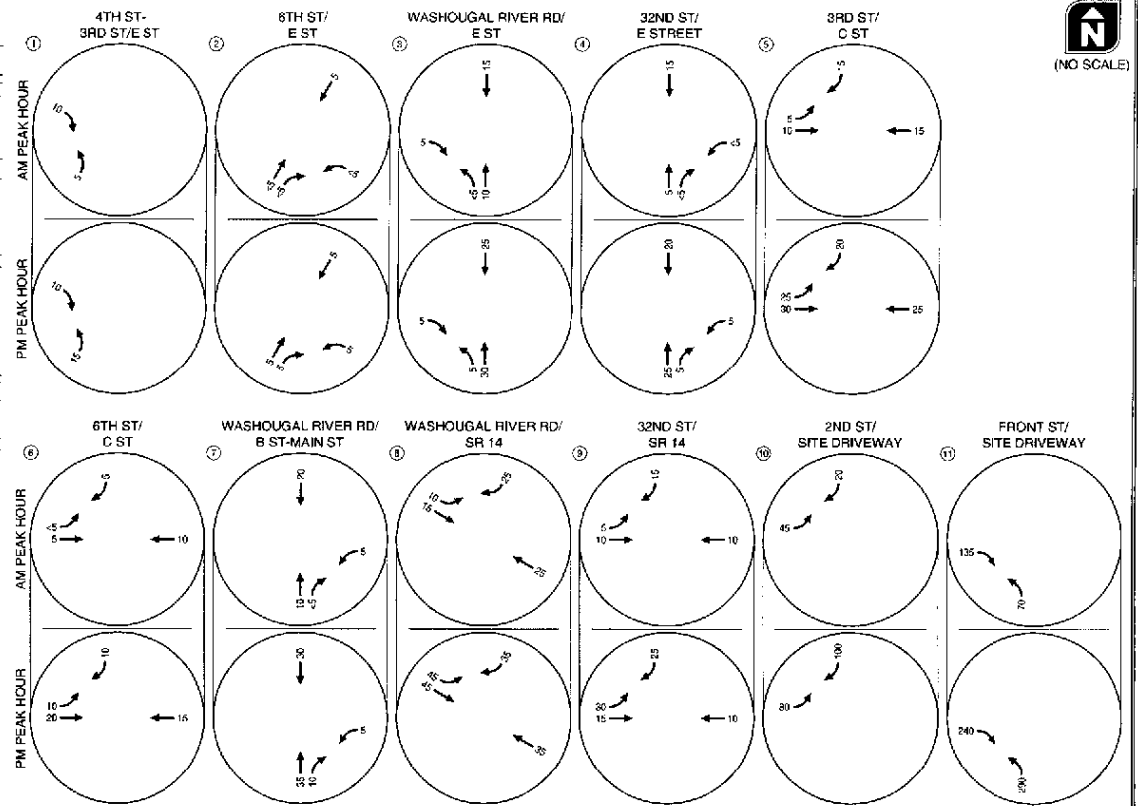
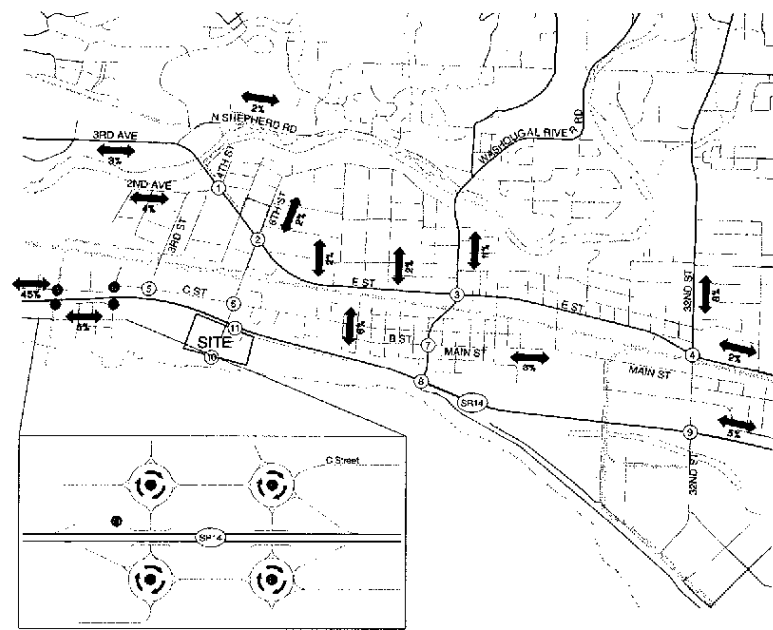
Table 3: Trip Generation Estimate

Land Use	ITE Code	Size (SF)/Units	Daily Trips	Weekday AM Peak Hour			Weekday PM Peak Hour		
				Total	In	Out	Total	In	Out
Shopping Center	820	110,000	7,230	165	100	65	640	310	330
General Office	710	60,000	660	95	85	10	90	15	75
Apartments	220	75	500	40	10	30	50	30	20
Total New Trips			8,390	300	195	105	780	355	425
Internal Trip Reduction (Per ITE)			(610)	(30)	(15)	(15)	(70)	(35)	(35)
Total Pass-by Trips			(2,360)	(50)	(25)	(25)	(200)	(100)	(100)
Net New Trips			5,420	220	155	65	510	220	290

TRIP DISTRIBUTION

The estimated trip distribution pattern was developed based on a review of a select zone assignment provided by the Southwest Washington Regional Transportation Center (RTC) and consideration of both existing land-uses and the location of major trip origins and destinations within Washougal and Clark County. Figure 2 illustrates the estimated trip distribution pattern and site-generated trips during the weekday a.m. and p.m. peak hours. Figure 2 also illustrates the estimated distribution of trips along the four roundabouts that serve 2nd Street, Union Street, and SR 14.

Attachment "C" shows the disaggregated pass-by trip distribution.



ESTIMATED TRIP DISTRIBUTION PATTERN & NET NEW/ PASS-BY SITE-GENERATED TRIPS
WEEKDAY AM & PM PEAK HOUR
WASHOUGAL, WASHINGTON

TRAFFIC OPERATIONAL ANALYSIS STANDARDS

All level of service analyses described in this report were performed in accordance with the procedures stated in the *2000 Highway Capacity Manual* (Reference 5). A description of level of service and the criteria by which they are determined is presented in Attachment "D". Attachment "D" also indicates how level of service is measured and what is generally considered the acceptable range of level of service. The level of service analyses were completed using the Synchro 7 analysis software package.

To ensure that this analysis was based on a reasonable worst-case scenario, the peak 15-minute flow rate during the weekday a.m. and p.m. peak hour was used in the evaluation of all intersection levels of service. For this reason, the analyses reflect conditions that are only likely to occur for 15 minutes out of each average peak hour. Traffic conditions during all other weekday hours will likely operate under better conditions than those described in this report.

City of Camas, City of Washougal, and WSDOT level of service standards were reviewed to ensure traffic operation compliance at the study intersections, as follows:

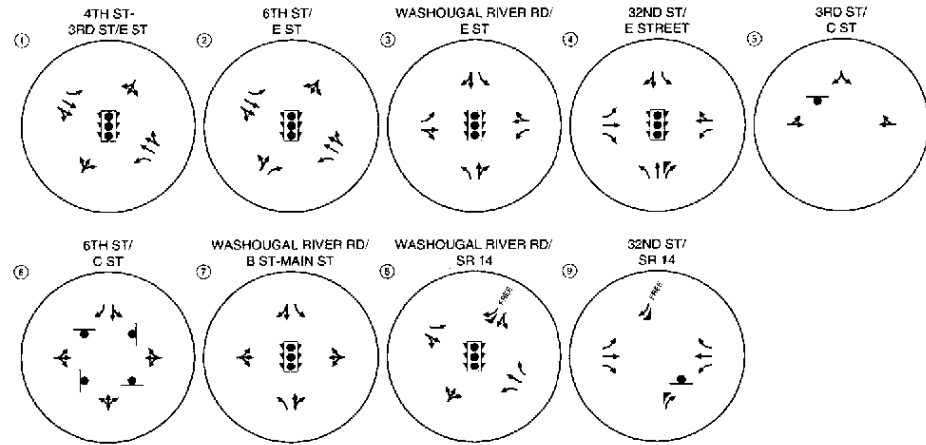
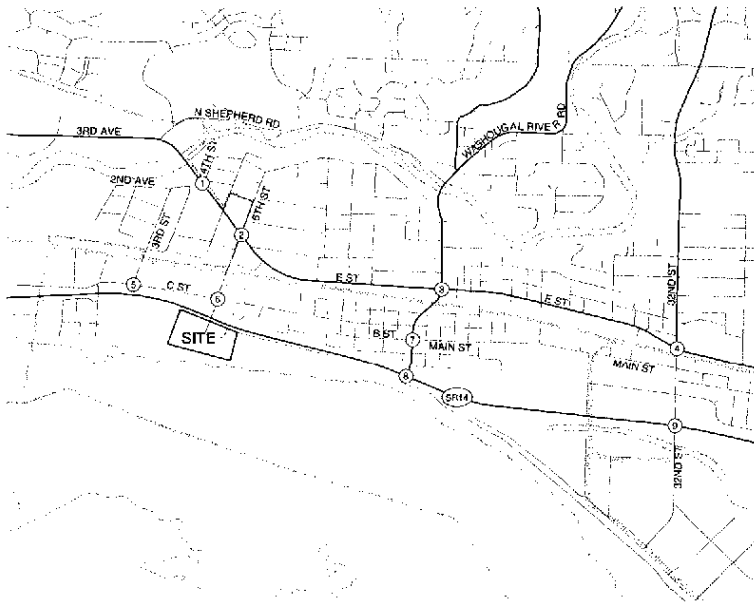
- City of Camas: *"A minimum level of service of C on minor and local streets, and D on collector/arterials or better should be maintained for traffic operations"* (Reference 6).
- City of Washougal: *"The level of service standard for signalized intersections is level of service D or better, with all approaches operating with a volume-to-capacity (v/c) ratio of less than one. For unsignalized intersections, the critical movement on the stop-controlled approach shall operate at level of service E or better"* (Reference 1).
- WSDOT: The level of service standard for state highways of statewide significance (HSS) in urban settings for Clark County, such as SR 14, is level of service D (Reference 7).

STUDY INTERSECTION TRAFFIC OPERATIONS REVIEW

This section provides an overview of operations at the study intersections under existing, forecast background, and total traffic conditions. Figure 3 illustrates the existing lane configurations and traffic control devices. Figures 4, 5, and 6 summarize existing traffic conditions, forecast year 2020 background, and total traffic conditions at the study intersections during the weekday a.m. and p.m. peak hours, respectively.

As shown in Figures 4, 5, and 6, the study intersections are forecast to operate acceptably under both the existing and forecast future analysis periods. The derivation of the conditions illustrated in Figures 4, 5, and 6 are summarized below.

Attachment "E" contains the traffic analysis worksheets.

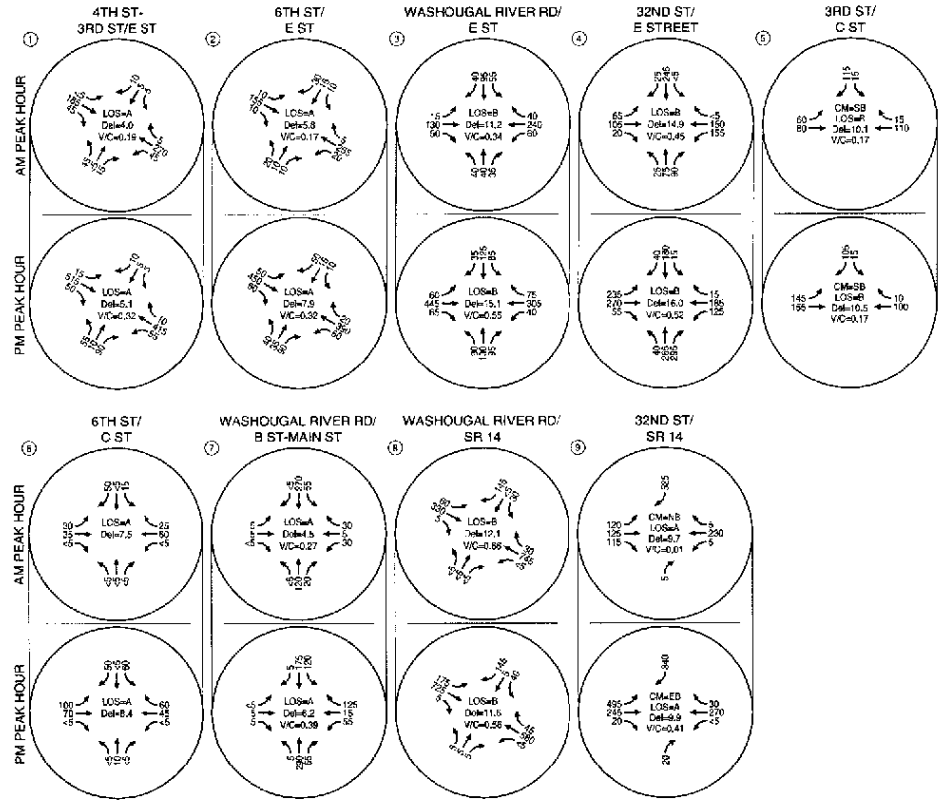
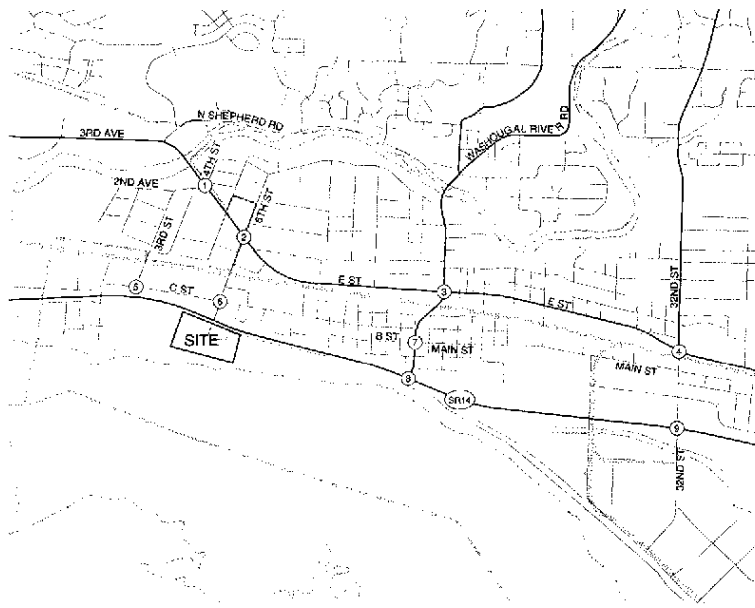


LEGEND

- STOP SIGN
- TRAFFIC SIGNAL

EXISTING LANE CONFIGURATIONS & TRAFFIC CONTROL DEVICES
WASHOUGAL, WASHINGTON

FIGURE
3



LEGEND

CM = CRITICAL MOVEMENT (UNSIGNALIZED)
 LOS = INTERSECTION LEVEL OF SERVICE (SIGNALIZED)/CRITICAL MOVEMENT LEVEL OF SERVICE (UNSIGNALIZED)
 Del = INTERSECTION AVERAGE CONTROL DELAY (SIGNALIZED)/CRITICAL MOVEMENT CONTROL DELAY (UNSIGNALIZED)
 V/C = CRITICAL VOLUME-TO-CAPACITY RATIO

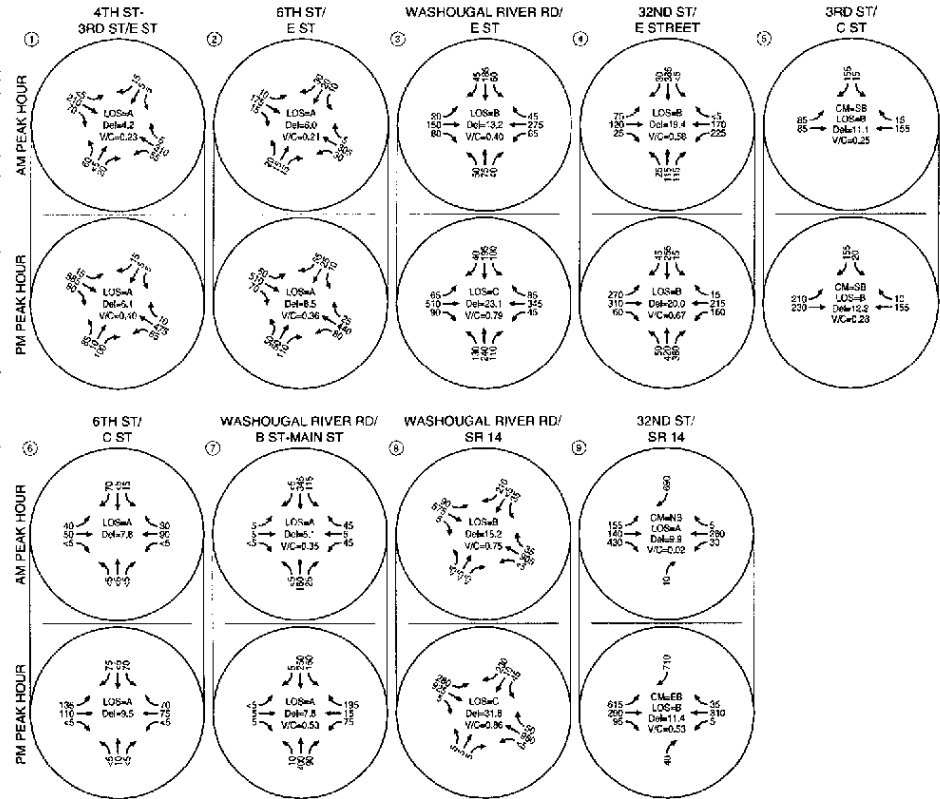
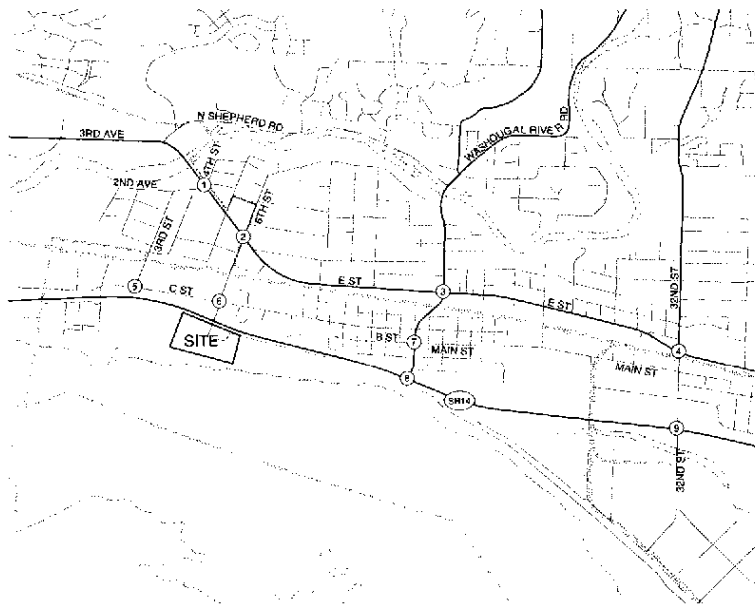
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EXISTING TRAFFIC CONDITIONS
 WEEKDAY AM & PM PEAK HOURS
 WASHOUGAL, WASHINGTON

FIGURE
 4

6th Street Transportation Impact Analysis

April 2013



LEGEND

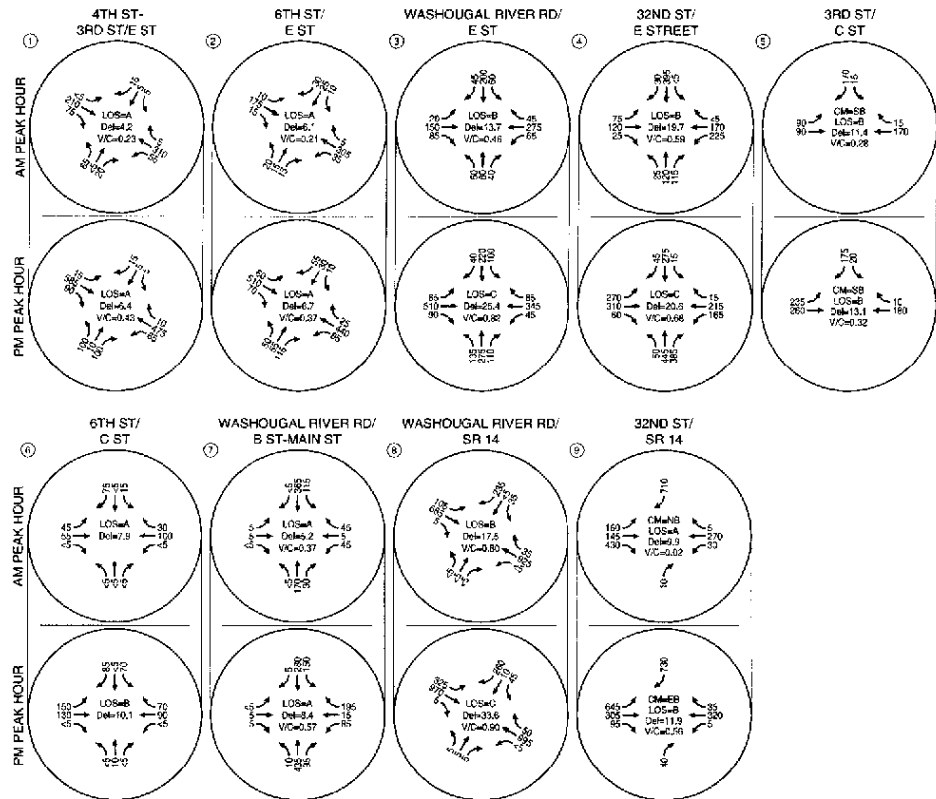
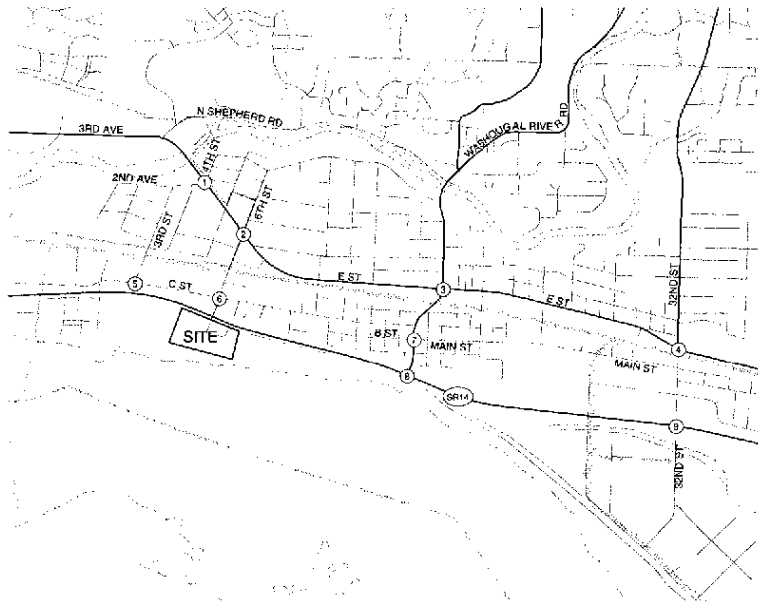
CM = CRITICAL MOVEMENT (UNSIGNALIZED)
 LOS = INTERSECTION LEVEL OF SERVICE
 (SIGNALIZED)/CRITICAL MOVEMENT
 LEVEL OF SERVICE (UNSIGNALIZED)
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 (SIGNALIZED)/CRITICAL MOVEMENT CONTROL
 DELAY (UNSIGNALIZED)
 V/C = CRITICAL VOLUME-TO-CAPACITY RATIO

YEAR 2020 BACKGROUND TRAFFIC CONDITIONS
 WEEKDAY AM & PM PEAK HOUR
 WASHOUGAL, WASHINGTON

5



(NO SCALE)



LEGEND

CM = CRITICAL MOVEMENT (UNSIGNALIZED)
 LOS = INTERSECTION LEVEL OF SERVICE
 (SIGNALIZED)/CRITICAL MOVEMENT LEVEL
 OF SERVICE (UNSIGNALIZED)
 Del = INTERSECTION AVERAGE CONTROL DELAY
 (SIGNALIZED)/CRITICAL MOVEMENT CONTROL
 DELAY (UNSIGNALIZED)
 V/C = CRITICAL VOLUME-TO-CAPACITY RATIO

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YEAR 2020 TOTAL TRAFFIC CONDITIONS
 WEEKDAY AM & PM PEAK HOURS
 WASHOUGAL, WASHINGTON

TH-002

6

Existing Conditions

Weekday a.m. and p.m. peak hour turning movement counts were conducted at the study intersections on midweek days between 7:00 and 9:00 a.m. and 4:00 and 6:00 p.m.¹

All intersections were found to operate acceptably as shown in Figure 4.

Attachment "F" contains the traffic count sheets used in this study.

2020 Background Traffic Conditions

The 2020 background traffic analysis identifies how the study area's transportation system will operate in 2020 assuming the proposed development has been fully completed. This analysis includes traffic growth due to development within the study area and from general growth in the region, but does not include traffic from the proposed development.

A two percent annual growth rate was applied to the existing 2013 traffic volumes on city streets and a one percent growth rate was assumed along SR 14 to account for near-term regional growth in the area. The annual growth rates were developed based on analysis performed using RTC data and are consistent with the regional growth rate assumed in surrounding jurisdictions. In-process trips associated with previously approved development activities were added to the adjusted traffic volumes to estimate background traffic conditions upon site build-out. The trips associated with the Steigerwald Commerce Center and Parker's Landing developments are the in-process trips accounted for in the analysis.

All of the study intersections were found to operate acceptably as shown in Figure 5.

Attachment "G" contains the in-process trips.

2020 Total Traffic Conditions

The year 2020 total traffic analysis forecasts how the study area's transportation system will operate with the addition of traffic from the proposed development. The year 2020 background traffic volumes for the weekday a.m. and p.m. peak hours were added to the site-generated traffic to arrive at the total traffic volumes.

All of the study intersections were found to operate acceptably as indicated in Figure 6.

¹ A combination of 2012 and 2013 traffic counts were used in this study. A growth rate of 3.5% was applied to the volumes collected in 2012 to reflect 2013 volumes.

Site Driveway Operations and Design

Review of site driveway operations and design should be completed in conjunction with site plan application. Additional details of the site plan configuration and massing will be available at that time and will allow for further assessment of turn lane, traffic control, and sight distance considerations at the site driveways.

FINDINGS AND RECOMMENDATIONS

Based on the results of the transportation impact analysis, the 6th Street Project site can be developed while maintaining acceptable levels of service and safety at the study intersections. The primary findings and recommendations of this study are summarized below.

Findings

Existing Conditions

- All of the study intersections currently satisfy acceptable operating standards during the weekday a.m. and p.m. peak hours.

Year 2020 Background Traffic Conditions

- Year 2020 background conditions were estimated assuming continued local and regional growth. Operational analyses indicate that the study intersections are forecast to continue to operate acceptably under year 2020 background traffic conditions.

Proposed Development Activities

- The proposed development of the 6th Street Project site is estimated to generate approximately 5,240 net new weekday trips, 220 net new a.m. peak hour trips (155 in and 65 out), and 510 net new p.m. peak hour trips (220 in and 290 out).

Year 2020 Total Traffic Conditions

- Year 2020 total traffic conditions were estimated assuming continued local and regional growth plus the proposed site traffic. Operational analyses indicate that the study intersections are forecast to continue to operate acceptably without triggering any transportation improvement measures.

We trust this letter adequately addresses the traffic impacts associated with the proposed 6th Street Project. Please contact us if you have any questions or comments regarding the contents of this report or the analysis completed.



KITTELSON & ASSOCIATES, INC.

TRANSPORTATION ENGINEERING / PLANNING

610 SW Alder Street, Suite 700, Portland, OR 97205 P 503.228.5230 F 503.273.8169

MEMORANDUM

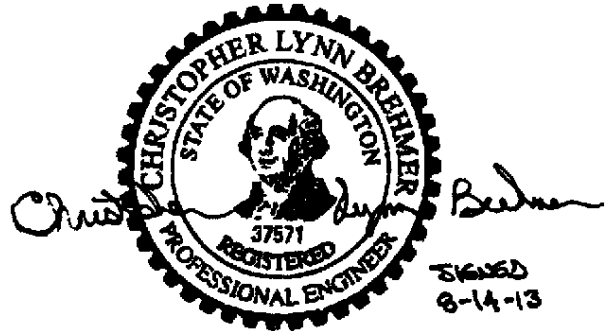
Date: August 14, 2013

Project #: 12170

To: Todd Mobley, P.E.
Lancaster Engineering
321 SW 4th Avenue, Suite 400
Portland, OR 97204

From: Chris Brehmer, P.E.

Subject: Parker's Landing TIA & 6th Street Project TIA
Supplemental Information



As requested, this memorandum provides an analysis of future conditions at the study intersections during the horizon year 2028 assuming completion of both the proposed Parker's Landing development and the Port of Camas-Washougal 6th Street development. Although not typically required, we have prepared the 15-year analysis per staff direction.

This 15-year conditions analysis assumes continued regional growth and supplements the March 28, 2013 *Parker's Landing Traffic Impact Analysis* (March TIA) and the April 12, 2013 *6th Street Project Transportation Impact Analysis* (April TIA) prepared by Kittelson & Associates, Inc. As summarized below, analysis of future 2028 conditions determined that the study intersections will continue to operate acceptably and that no additional mitigation measures are required to accommodate full buildout of both developments.

2028 FUTURE CONDITIONS

Future horizon year 2028 conditions were analyzed in support of development agreements proposed for both properties that would vest trips for 15 years. Key aspects of the future 2028 conditions include:

- The 2028 background volumes were developed assuming a two percent annual growth rate applied to the existing 2013 traffic volumes on city streets and a one percent growth rate applied along SR 14 to account for long-term regional growth in the area (consistent with the two prior TIAs).

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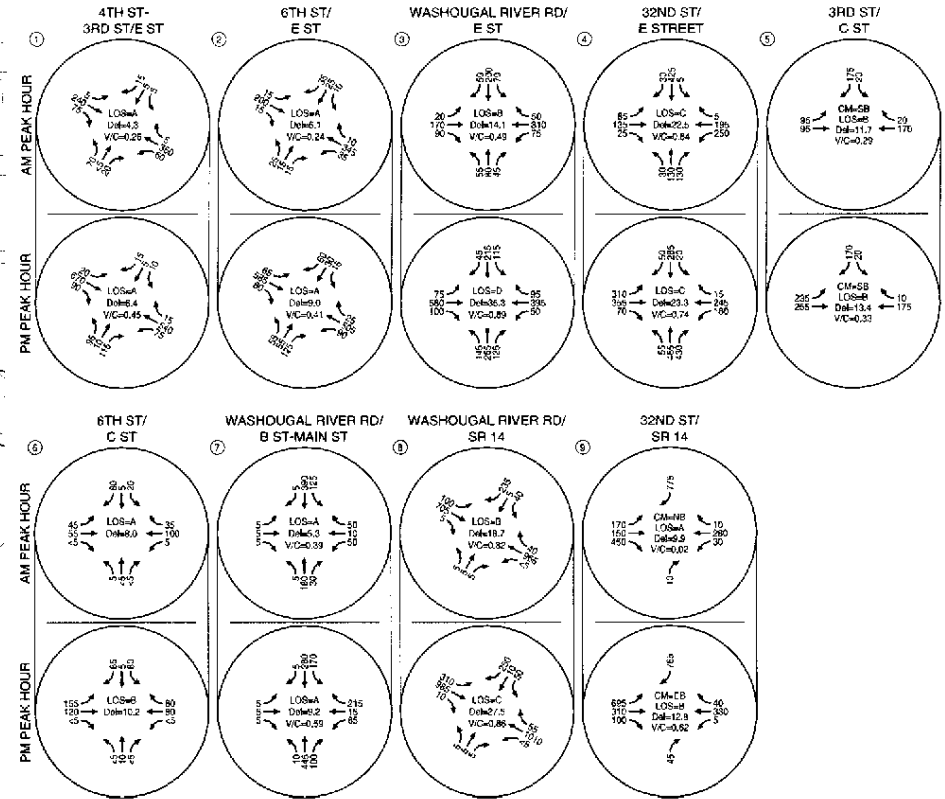
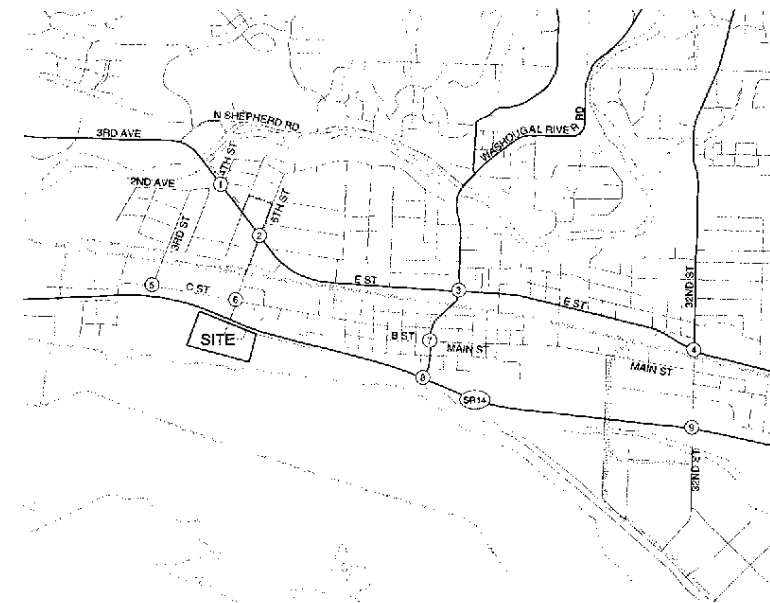
- Trips associated with the Steigerwald Commerce Center development (located south of SR-14 and east of 32nd Street) were assumed as in-process and were accounted for in the analysis.
- Consistent with the April TIA, site-generated trips from the proposed Parker's Landing development were accounted for as in-process trips in 2028.
- 2028 total traffic conditions reflect the addition of site-generated trips associated with the 6th Street Project to the 2028 background traffic volumes.

The attached Figures 7 and 8 summarize the background and total traffic conditions. As shown in the two respective figures, all of the study intersections were found to continue to operate acceptably. Accordingly, no additional mitigation measures should be required beyond the recommendations of the March TIA and the April TIA. The Synchro worksheets associated with the 2028 analysis are attached for your review and use.

Please let us know if you have any questions or if you need additional information.

Attachments:

Figure 7, Figure 8, Synchro Worksheets

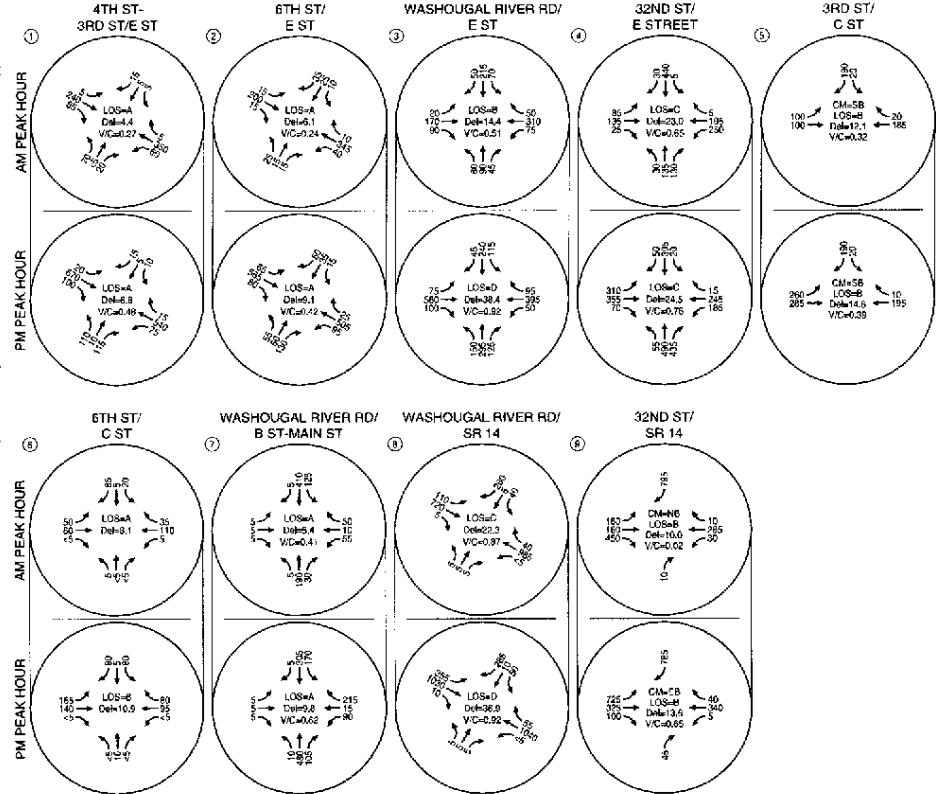
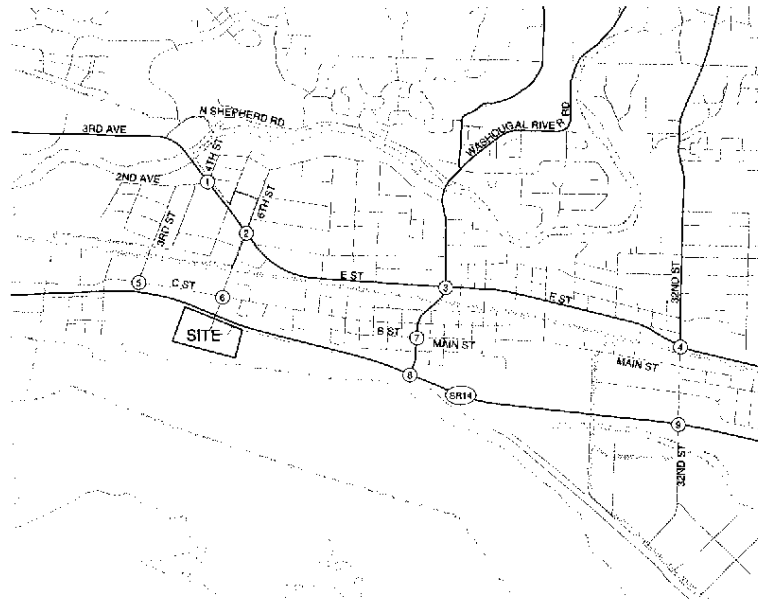


LEGEND

CM = CRITICAL MOVEMENT (UNSIGNALIZED)
 LOS = INTERSECTION LEVEL OF SERVICE
 (SIGNALIZED)/CRITICAL MOVEMENT LEVEL
 OF SERVICE (UNSIGNALIZED)
 Dcl = INTERSECTION AVERAGE CONTROL DELAY
 (SIGNALIZED)/CRITICAL MOVEMENT CONTROL
 DELAY (UNSIGNALIZED)
 V/C = CRITICAL VOLUME-TO-CAPACITY RATIO

KITTELSON & ASSOCIATES, INC.
 TRANSPORTATION ENGINEERING / PLANNING

YEAR 2028 BACKGROUND TRAFFIC CONDITIONS
 WEEKDAY AM & PM PEAK HOUR
 WASHOUGAL, WASHINGTON



LEGEND

CM = CRITICAL MOVEMENT (UNSIGNALIZED)
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YEAR 2028 TOTAL TRAFFIC CONDITIONS
 WEEKDAY AM & PM PEAK HOURS
 WASHOUGAL, WASHINGTON

City of Washougal

**Traffic Impact Fee
Business Enhancement Factor (BEF) Program
Technical Document**

Dated: September 20, 2010

City of Washougal
Traffic Impact Fee - Business Enhancement Factor (BEF) Program
Technical Document September 2010

Purpose and Goal

- Develop incentives to promote and direct new commercial retail to Washougal for the broad public purpose of the economic sustainability of the City of Washougal;
- Implement the city's Sustainability Resolution by providing future generations with a healthy economy through opportunities to increase the city's tax base, thereby helping to fund public improvements and services; and
- Implement potential transportation impact fee (TIF) adjustment factors identified in the City's Transportation Capital Facilities Plan, including adjustments for developments that increase sales tax revenues (retail developments) - Section 5.4 TIF Reductions.

Business Enhancement Factor (BEF) Adjustment

- BEF is a percentage adjustment to an assessed transportation impact fee (TIF). A Business Enhancement Factor provides an incentive and opportunity for a vibrant community by attracting high retail sales tax generating retailers. A side benefit is also one-time city revenues from construction.

Qualification for BEF Adjustment

A qualifying use is a retail use identified as 800 or 900 series land uses within the current Institute of Transportation Engineers (ITE) Trip Generation Manual, as well as similar uses as determined by the community development director.

Furthermore, a qualifying use shall also:

1. Locate within a commercial zone or in the Town Center Core or Town Center East Village zone districts;
2. Provide a preferential carpool/vanpool parking area; and
3. Provide an on-site internal walk/bikeway network.

BEF Adjustment

1. A BEF adjustment of 30% to high retail sales commercial generation uses identified in the most current ITE Trip Generation Manual within the 800 series.
2. A BEF adjustment of 20% to service retail sales generation uses that are identified in the most current ITE Trip Generation Manual within the 900 series.
3. A BEF adjustment is limited to one time per structure or unit within a multi-tenant building.
4. The BEF reduction percentage is vested for a period of 3 years in which a building permit shall be issued.

Procedure for Adjustment

Transportation Impact fees shall be calculated at the time of development review and permitting process. Collection of impact fees shall occur at the time of building permit issuance or at the time identified within a "Deferral Impact Fee Program" if in effect, at the then current rate.

Responsibility - City Finance Director

Apply the initial sales tax revenue collected from a qualifying use that received a BEF reduction to the TIF revenue fund in the amount of the reduction.

Example Only

(Current ITE Manual is to be consulted at time of BEF adjustment)

Building materials and lumber store	Walk-in bank
Discount superstores	Drive-in bank
Specialty retail centers	Quality restaurant
Hardware/paint stores	High-turnover sit down restaurant
Nursery/garden centers	Fast-Food restaurant with and without drive through window
Shopping centers	Drinking place
Factory outlet centers	Quick lubrication vehicle shop
New car sales	Automobile care center
Automobile parts sales	Automobile parts and service center
Tire stores	Gasoline/service station with or without a convenience market and/or car wash
Supermarkets	Self service and automated car wash
Convenience markets	
Discount clubs	
Home improvement, electronic, toy, baby, office supply, book, discount home furnishing superstores	
Clothing stores	
Arts and craft stores	
Drug stores	
Furniture stores	
Video rental	
A comparable retail sales tax generating use, as determined by the Community Development Director in consultation with the Finance Director	A comparable retail sales tax generating use, as determined by the Community Development Director in consultation with the Finance Director

1.1: Water System Development Charges (WMC 3.91.190)*:

The Water System Development Charges rates are as follows:

- 2 multi-family units, \$4,395 (total)
- 3 multi-family units, \$6,595 (total)
- 4 multi-family units, \$8,790 (total)
- More than 4 multi-family residential units, \$2,038 (per unit).
- Service stations, public buildings and offices, \$6,350 (per connection).
- Small businesses and offices (less than 1,500 sq.ft.), \$4,760 (per connection).
- Restaurants and taverns, \$9,525 (per connection).
- Industrial, \$12,700 (per connection)

**If a single structure is used for more than one purpose according to the above classifications, the owners shall pay the connection charge designated for the highest use according to the schedule, except that in mixed occupancies where living units are located in the same structure, an additional connection charge shall be made as designated under the residence, multiple dwelling and motel classification connection charge schedule.*

1.2 Water Connection and Inspection Charges (WMC 3.91.050)

- Meter set only, \$210.00.
- Meter 1" and smaller (Meter, service and tap), \$2,000.
- Frontage, \$9.00 (or actual cost).

1.3: Sewer System Development Charges (WMC 3.92.010):

The Sewer Connection Charges (WMC 3.92.010) are as follows:

- 2 multi-family units, \$8,430 (total)
- 3 multi-family units, \$12,645 (total)
- 4 multi-family units, \$16,860 (total)
- Charge per unit for more than 4 residential units, \$3,785 (per unit)
- Public buildings and offices, \$12,105 (per connection)
- Restaurants and taverns, \$13,380 (per connection)
- Hotel/Motel, 0.85 of an ERU for each unit constructed
- Frontage charge of \$50 per foot (or actual cost).

1.4: Stormwater General Facilities Charge WMC 14.32.050):

The Stormwater General Facilities Charge is as follows:

- \$450 per Equivalent Service Unit (ESU)

EXHIBIT E

USES AND DESIGN STANDARDS

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I. INTRODUCTION

A. Purpose Statement

The Port of Camas-Washougal ("Port"), intends to develop the Properties into a unique planned commercial retail and mixed use project with enhanced waterfront access and recreational amenities, a flexible approach to site development is warranted and innovative design standards will be applied.

B. Washougal Municipal Code References

All references to the Washougal Municipal Code (WMC) in these design standards are based on the code as it exists on the vesting date specified in the development agreement. Subsequent changes to the WMC may require amendments to these standards if changes are deemed appropriate and necessary by the City and the Port.

C. Relationship to Washougal Municipal Code

The provisions of this document address the permitted uses and design standards applicable to the Properties. These standards are to be applied in lieu of the architectural, site design, landscaping, parking and dimensional standards found in WMC Sections 18.32, 18.48, 18.50, and 18.52 for future developments at the Property. Where a conflict exists between these standards and the WMC, the provisions in this document shall supersede those in the WMC. All other applicable provisions of the WMC shall apply to the site based on the code as it exists on the vesting date specified in the development agreement.

D. Project Review Administration

City review of site plan review requests on the Property shall be conducted by the community development director and must include a determination of consistency with these design standards. Determinations of project consistency shall remain administrative and shall not be designated to a design review committee or other review body. Procedures for appeals of administrative interpretations and approvals shall follow the vested provisions of WMC 18.94.

E. Definitions

The following definitions apply to these design standards only; they are not intended to clarify words or terms used in any other document or code. Other terms used in this document shall follow the meaning defined in Chapter 18.06 of the WMC.

1. Building front – The street-facing side(s) of a building.
2. Heat island effect – The phenomenon of warmer temperatures being experienced in urban landscapes compared to adjacent rural or natural areas as a result of solar energy retention by constructed surfaces.
3. Lot front – The side of a lot that fronts the street; in the case of a corner lot, the two adjoining sides of a structure facing the adjoining streets of the intersection.
4. Nose-to-nose parking – A parking configuration where parking stalls that face each other share a common front line.
5. Required yard – Also referred to as a "setback"; an area set aside along each property line in which structures are prohibited and landscaping or other such treatment is required.

F. Abbreviations

WMC = Washougal Municipal Code

II. USES

A. Uses

1. The Properties are zoned Highway Commercial (CH). Proposed uses within it must be either permitted, conditional, or prohibited as shown in Table II.A.1-1. The uses provided below shall supersede those provided for in the CH zoning district or any subsequently adopted zoning applicable to the properties.

Table II.A.1-1

USE	CH
A. Residential.	
1. Existing residences without any increase in density	P
2. High density multifamily residential (10 to 16 units/acre, including condominiums and townhouses, 30 units/acre if in conjunction with a mixed use development of retail/commercial on first floor and residential above.)	P
3. Mixed commercial and residential use, including professional offices	P
4. Residential and congregate care facilities	P
5. Sanitarium, convalescent and rest homes	P
B. Retail Trade.	
1. Car washes when incorporated with a service station	P
2. Commercial off-street parking facilities	P
3. Drinking places, alcoholic beverages (with or without entertainment)	P
4. Enclosed retail establishments	P
5. Finished product retailers with primary fabrication or assembly on-site. Within an entirely enclosed building.	P
6. Motorcycle sales	P
7. Motor vehicle dealers, new and used, including auto, truck trailer, boat, recreational vehicles and equipment subject to WMC 18.46.045	P
8. Restaurants, with associated drinking places, alcoholic beverages	P
9. Service station and subject to WMC 18.46.050	P
10. Unenclosed retail establishments	
a. Farmers markets	P
b. Lumber and building materials ancillary to an enclosed retail establishment	P
c. Produce stands	P
d. Retail nurseries and garden supply stores	P
11. Water dependent recreational vehicle rental and repair	P
C. Services.	
1. Amusement centers	P
2. Animal hospitals and veterinary clinics	
a. Outside animal activities	X
b. Inside animal activities only	P
3. Artists/photographic studios	P
4. Athletic, health and racket clubs	P
5. Bowling alleys, billiard and pool parlors, and video arcades	P
6. Branch banks, finance, insurance and real estate establishments	P

7. Business	
a. Accounting, auditing and bookkeeping services	P
b. Advertising agencies	P
c. Blueprinting and duplication services	P
d. Commercial art and graphic design	P
e. Computer and data processing	P
f. Detective, protective and security system services	P
g. Food catering	P
h. Interior decorating	P
i. Locksmiths	P
j. Mailing agencies and mailbox rental	P
k. Personnel services and employment agencies	P
l. Photocopying	P
m. Publications and business consulting firms	P
8. Churches (subject to WMC 18.46.090)	P
9. Day care facilities consistent with Chapter 388-73 WAC	P
10. Drive-in theaters, stadium and arena facilities	P
11. Espresso (drive-through and walk-up)	P
12. Health	
a. Blood banks, oxygen and miscellaneous types of medical supplies and services	P
b. Medical and dental laboratories	P
c. Offices of doctors, dentists and other medical practitioners	P
13. Libraries	P
14. Lodging	
a. Hotels/motels	P
b. Bed and breakfast inns	P
c. Fraternal organizations	P
d. Rooming and boarding houses	P
15. Pet grooming, taxidermists if ancillary to a permitted use	P
16. Nursery schools, preschools	P
17. Personal	
a. Barber and beauty shop	P
b. Full service laundries and dry cleaners (not including drive-through facilities)	P
c. Dance studios, schools and halls	P
d. Photographic studios	P
e. Shoe repair and shoeshine parlors	P
f. Specialized instructional studios and schools	P
g. Travel agencies	P
18. Professional offices	P
19. Public uses (see WMC 18.06.1000) including public parks, parkways, recreation facilities, trails, government administration buildings including police and fire stations, and community centers	P
20. Semipublic uses (see WMC 18.06.1120) -- buildings or structures used, owned, and operated by private utilities for public purpose including but not limited to electrical, gas, steam, or water distribution lines and systems, and electric power stations	C
21. Skating rinks, ice and/or roller	P
22. Theaters, indoor	P
23. Vocational schools	P
24. Nonprofit club (business, professional, civic and labor)	P
25. Commercial recreation facility, enclosed	C
26. Commercial recreation facility, unenclosed	C

P = Permitted subject to site plan review approval

C = Conditional use (public hearing before hearing examiner – discretionary decision)

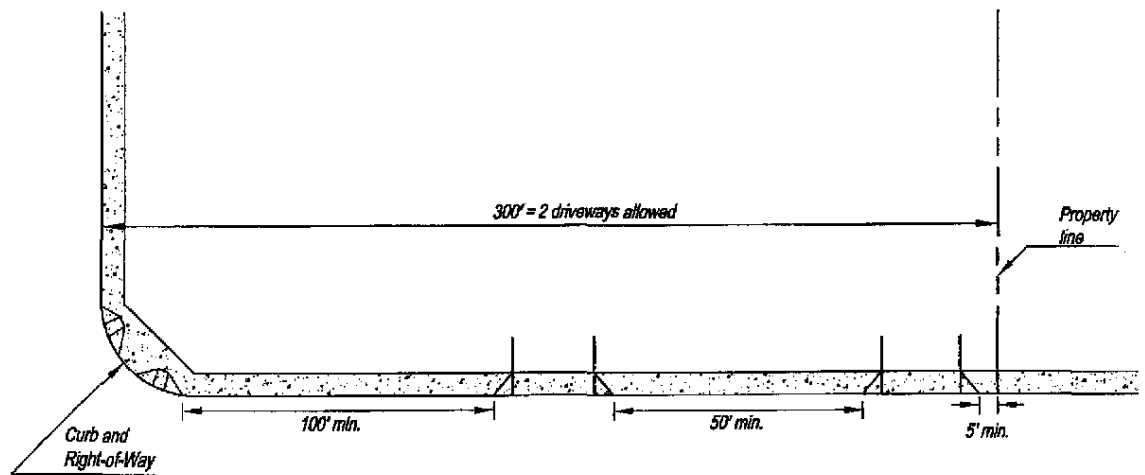
X = Prohibited

III. DESIGN STANDARDS

A. Access and Circulation

1. **Applicability.** This section applies to all new development and all redevelopment, including building and parking lot expansions, within the Properties.
2. **Vehicle Access Standards.**
 - a. **Joint Access.**
 - i. **Joint Access.** Where feasible, to minimize the total number of driveways, joint accesses may be utilized for adjacent sites within the Properties.
 - ii. **Reciprocal Access Agreement.** Before construction can begin, the applicant must submit a reciprocal access agreement or other legal covenant running with the land to the City to formalize the joint access. The agreement must be signed by all affected property owners and be notarized, and must be recorded with the Clark County Auditor before the beginning of construction.
3. **Driveways onto Public Streets.**
 - i. **Design.** All driveways connecting to public streets within the Property must be designed in accordance with City Engineering Standards, except as modified by these Design Standards.
 - ii. **Number and Spacing.** One driveway is permitted for each 150 feet of street frontage. Driveways must be located at least 50 feet from other driveways, 100 feet from street intersections, and 5 feet from property lines (except in the case of a joint driveway located on the property line). See Figure 1 below. Modifications to these standards may be approved by the City based on tenant needs, site constraints, or innovative design.
 - iii. **Alignment.** To enhance safety, to the greatest extent feasible driveways should be designed at right angles to the street and align with other driveways across the street.

Figure 1. Driveway Spacing



4. Curb Cuts

- a. To minimize the number of curb cuts adjacent developments should share driveways to the greatest extent possible (cross-over between parcels strongly encouraged) to enhance pedestrian safety while providing adequate vehicular and service access.

5. Drive-Thru Lanes

- a. Drive-thru lanes will be permitted on the Properties if appropriate screening is provided between the drive thru lanes and adjacent public or private rights of way. Unless an alternative is approved by the City, this screening should include one or more of the following treatments:
 - i. Low walls made of concrete, masonry, or other similar material and not exceeding a maximum height of three feet.
 - ii. Planter strips planted with a minimum 80 percent of evergreen shrubs not to exceed a total height of three feet.
 - iii. Landscape plantings consisting of trees of which at least 80 percent are deciduous and shrubs and groundcover materials of which at least 80 percent are evergreen. A clear view between three and eight feet above the ground shall be maintained.

6. Pedestrian and Bicycle Standards.

a. Pedestrian Circulation.

- i. **Surfaces.** All required pedestrian circulation routes within the Properties must be improved with an all-weather surface such as asphalt or concrete. Pervious pavement and pavers are allowed.
- ii. **Required Access.** A pedestrian route a minimum of 5 feet wide must be provided to connect public sidewalks to the main entrance to the building. Where the circulation route is not located within a parking or maneuvering area, the route must be composed of a concrete sidewalk or other all-weather surface.

- iii. Pedestrian Crossings. Where any designated pedestrian circulation routes cross a vehicle maneuvering area, the crossing, at a minimum, must be striped to notify drivers of the potential presence of pedestrians. More enhanced markings, such as a different color surface or a different surface type, may also be provided for pedestrian crossings.
 - iv. Sidewalks. Unless otherwise provided in this development agreement or approved by the City, a concrete sidewalk a minimum of 5 feet wide is required along all front and street-facing sides of buildings where parking is proposed adjacent to the building. The required sidewalk(s) must at a minimum provide a connection to the main building entrance.
- b. Bicycle Standards.
- i. Bicycle Parking Standards. Bicycle parking areas are not required but are encouraged within the Properties. If bicycle parking is provided, it must meet the following standards.
 - a) Bicycle parking must be provided on the ground floor level and on private property, not within the public right of way.
 - b) Bicycle parking can be provided indoors or outdoors. Indoor parking provides the greatest safety and security.
 - c) If racks are provided, they must be tall enough to allow a bicycle to be secured to the rack by its frame.
 - d) If bicycle lockers are provided, a clear area with a 6-foot radius must be provided around the door of each locker.
- c. Trail Improvements.
- i. Trail. The Port anticipates constructing a new multi-use public trail along the waterfront. This trail shall be designed to meet the following standards.
 - a) The multi-use trail must be a minimum of 12-feet wide and constructed of concrete or other all-weather surface.
 - b) The trail should include features such as interpretive and way-finding signage, street furniture and public art to enhance the visitor experience.
 - c) Viewing areas shall be established along the waterfront provide visitors scenic vistas of the river.
 - d) Access to the Columbia River for recreational and leisure opportunities.

B. Parking and Loading

1. **Applicability.** This section shall apply to all new development and redevelopment within the Properties. The minimum number of required off-street parking stalls required by WMC shall be provided at all times, unless an alternative is approved by the City.
2. **Parking Lot Design and Location.**
 - a. **Location.** Parking for a use may not be located within a required yard except for shared parking as stated in section III.B.2.b (see Table II.G.3(b) for required yards). Stalls must be constructed with a curb or wheel stop to prevent vehicles from overhanging into a required yard. Parking must be provided on the same lot as the use, except when a shared parking agreement is in place.
 - b. **Exception for Shared Parking.** Parking may be permitted within a required side or rear yard as part of a shared parking lot with an adjacent property. In such cases, a shared parking agreement signed by all involved property owners must be submitted to the City. The agreement must be notarized and recorded with the Clark County Auditor's office prior to construction. A reciprocal access agreement may also be required.
 - c. **Surface Material.** All off-street parking and maneuvering areas in the Property must have an all-weather hard surface such as asphalt or concrete. Pervious pavement and pervious pavers are allowed. Additionally, the front 2 feet of parking stalls can be landscaped with groundcover, so long as a curb or wheel stop prevents the vehicle from overhanging into a required yard.
 - d. **Parking Dimensions.** Off-street parking stalls and maneuvering aisles within the Property must conform to the minimum dimensional requirements listed in Table III.B.2.d-1.

Table III.B.2.d-1. Minimum Parking and Maneuvering Dimensions

Angle (degrees)	Type	Stalls (ft)		Aisles (ft)	
		Width	Depth	1-Way Width	2-Way Width
0	Standard	20	8	12	22
	Compact	18	8	12	22
45	Standard	9	18	14	22
	Compact	8	15	14	22
60	Standard	9	18	16	24
	Compact	8	15	16	24
70	Standard	9	18	18	24
	Compact	8	15	18	24
90	Standard	9	18	24	24
	Compact	8	15	24	24

Figure 2. Parking Dimension Legend

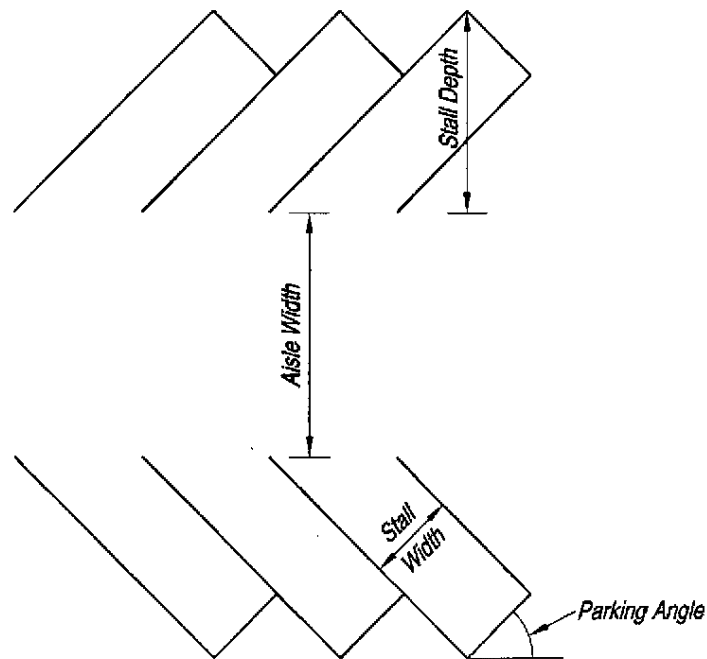
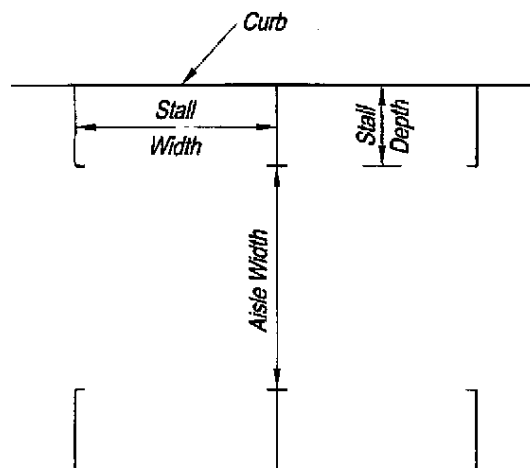


Figure 3. Zero Degree Parking Dimension Legend



3. Required Parking.

- a. Minimum Requirements. Minimum off-street parking requirements for developments within the Properties are those listed in WMC Table 18.52-1 Off-Street Parking Space Requirements. Requests for reductions in the required amount of parking must be approved by the City.
- b. Unanticipated Uses. For uses that are not listed in WMC Table 18.52-1, the applicant must submit evidence demonstrating the typical or expected parking demand for the use and the minimum parking requirement to accommodate peak demand. The City shall review the request and approve the minimum parking standard if the submitted evidence

provides reasonable assurance that the proposed parking will not create adverse off-site impacts.

- c. Compact Stalls. Up to 30% of the minimum required parking spaces, and all spaces over the minimum requirement, may be designed to the compact standards listed in Table III.B.2.d-1 above.
- d. ADA Stalls. The number of ADA parking stalls provided and their design must comply with the ADA accessibility guidelines.
- e. Reduction for Mixed or Joint Use of Parking Spaces. Shared parking facilities between individual buildings and/or property owners shall be encouraged. In such cases where joint/shared parking easements exist the community development director may authorize a reduction in the total number of required off-street parking spaces when their respective hours of need of maximum parking do not normally overlap.

4. Parking Lot Landscaping.

- a. Intent. The provision of well-designed landscape areas within the Properties will enhance the building, parking, and pedestrian environments and result in an inviting and attractive experience. Parking lot landscaping is a simple way to enhance the aesthetics of off-site parking fields and also help control the heat island effect of paved surfaces.
- b. Applicability. The provisions of this section apply to all new development and redevelopment within the Properties that requires 10 or more off-street parking stalls.
- c. Required Landscaping.
 - i. Landscape Islands. In addition to required landscaping and buffering within required yards and around buildings, landscape islands must be provided at a ratio of 1 island per 10 parking stalls. A maximum of 15 parking stalls may be situated contiguously between landscape islands, so long as the average throughout the site does not exceed 10 stalls per landscape island.
 - ii. Landscape Diamonds. Where nose-to-nose parking is proposed, landscape diamonds may be used in order to maximize efficiency of the parking design. If landscape diamonds are used, the diamonds must be provided at a minimum ratio of 1 diamond per 6 parking stalls. Diamonds are permitted only within the interior of a row of parking stalls. Landscape islands are required at both ends of parking rows.
 - iii. Design Requirements. Landscape islands must be at least 5 feet wide as measured from the face of curb (leaving a 4-foot wide planting area between the curbs). Landscape diamonds must be at least 4 feet long on each side as measured from the face of curb (leaving a 3-foot wide planting area between the curbs). Curbs must be installed around the exteriors of all landscape islands and diamonds to protect the vegetation planted within them.

- iv. **Required Plantings.** A minimum of one tree must be planted in each landscape island and landscape diamond, except where nose-to-nose parking is provided two trees are required in each landscape island at the end of the row. Parking lot trees must be a minimum of 1.5 inches in diameter at breast height (dbh) at the time of planting. The dbh of a tree is measured at 4.5 feet above the finished grade. The applicant may plant shrubs in addition to the trees. The portion of each island/diamond not planted with a tree or shrubs must be planted, at a minimum, with groundcover plants.
- v. **Species.** Landscape plans which include information on the species of all proposed vegetation must be submitted to the City for review and approval.
- d. **Front of Stall Landscaping.** As noted in III.B.2.c above, the City may allow the front 2 feet of parking stalls to be landscaped with groundcover plants, so long as a curb or wheel stop prevents the vehicle from overhanging into a required yard.

5. **Required Loading.**

- a. Commercial, industrial, public utilities, and other similar uses must provide loading berths as follows:

Gross Floor Area (square feet [sf])	Number of Required Loading Berths
Less than 29,999	0
30,000 to 99,999	1
100,000+	2

- b. Office buildings, public buildings, schools, and other similar uses must provide loading berths as follows:

Gross Floor Area (sf)	Number of Required Loading Berths
Less than 50,000	0
50,000 to 99,999	1
100,000+	2

- 6. **Loading Dimensions.** Loading berths within the Properties must be at least 10 feet wide, 35 feet long, and have a minimum vertical clearance of 14 feet.
- 7. **Loading Area Surfacing.** All loading berths and adjacent vehicle maneuvering areas must have an all-weather hard surface such as asphalt or concrete. Pervious pavement and pervious pavers are encouraged.
- 8. The community development director may allow required loading berths to be provided in areas that serve multiple uses if shown that the loading requirements can reasonably be met for the uses.

C. Solid Waste Storage

1. **Applicability.** All buildings and uses within the Properties are required to set aside areas for the collection and storage of solid waste and recyclables.
2. **Amount of Storage Required.**
 - a. **Commercial Buildings.** Commercial buildings and similar uses shall provide a minimum storage area of 10 square feet plus 10 square feet per 1,000 square feet of gross floor area or fraction thereof. For example, a 10,000 square foot building would require 10 square feet plus 100 square feet (10 square feet per 1,000 square feet of floor area), for a total of 110 square feet for solid waste storage. Exceptions to this size requirement will be permitted where it can be shown that the proper receptacles, based on the anticipated use and frequency of pick up/removal, can be accommodated in the requested storage area.
3. **Solid Waste Storage Design & Location.**
 - a. **Design.**
 - i. **Receptacle Size.** To best design the solid waste storage area to accommodate the proper receptacles, the solid waste service provider should be contacted for information regarding the dimensions of the receptacles.
 - ii. **Screening Materials.** Applicants are encouraged to use materials that harmonize with the building materials of the primary use for screening the solid waste storage area. Solid waste screening must be at least 70% opaque where visible from a right of way or abutting property. Examples of acceptable materials include block or masonry walls. Chain link fences are permitted so long as they are black vinyl coated with black slats and climbing plants are installed for screening. Gates are acceptable for screening so long as they are at least 70% opaque.
 - iii. **Shared Use Storage Areas.** The use of a shared solid waste storage area for multiple uses is permitted. In such cases, the applicable screening standards must still be met, except that the storage area does not need to be screened from the buildings that share its use.
 - iv. **Landscape Screening.** When chain link fences are used to enclose a solid waste storage area, a minimum 6-foot high landscape screen and/or climbing plant (size at maturity) must be provided around the outside of the fence, except for the side from which the storage area is accessed.
 - b. **Location.** Solid waste storage requirements can be met with one or more locations, including both interior and exterior areas, and must be located so as to provide unobstructed access for collection vehicles. Solid waste storage areas may not be located within a required yard.

D. Streets and Frontages

1. Landscaping Along Streets.
 - a. Standard Street Requirements. Trees must be planted along street frontages every 30 feet on center. The remainder of the planter strip and the area behind the sidewalk must be planted, at a minimum, with groundcover turf. Appendix A lists acceptable street tree species. At the applicant's request, the City may approve other species. Street trees must be a minimum of 1.5-inches caliper dbh at the time of planting.
 - b. Irrigation. All landscaping adjacent to private roads or public utilities easements must be watered via an irrigation system.
 - c. Maintenance. The tenants of the fronting properties must maintain the landscaping adjacent to streets within the private road and public utilities easements.
2. Street Lighting.
 - a. General Provisions. Street lights are required along all streets within the Property, whether the street is public or private. Streetlights on Marina Drive, S 6th Street, S 7th Street and S A Street shall be "acorn" style, or another approved alternative and installed in compliance with the City of Washougal Engineering Standards.

E. Signs

1. Applicability. This section applies to all new signs proposed within the Properties. Installing a new sign requires a Type I site plan review and a City building permit per WMC 18.60.020.
2. Permitted Signs and Sign Master Plan. Signs within the Properties are governed by the provisions of WMC Chapter 18.60 Sign Regulations. As an alternative, the applicant may submit a sign master plan for the properties to the community development director for review. The community development director shall review and approve through a Type I process a sign master plan if the plan demonstrates equal or better design quality and sign consistency within the Properties than the City provisions found in WMC 18.60.
3. Location and Design Standards. Sign design and location are governed by the applicable provisions of WMC Chapter 18.60 Sign Regulations.

F. Architectural

1. Applicability. The provisions of this section apply to all new structures (as defined by the WMC) and modifications to existing structures within the Properties.
2. Architectural Style.
 - a. Styles. The use of different architectural styles is encouraged to create interest and avoid a monochromatic development. Building architecture is encouraged to be "fit to place" with use of Pacific Northwest themes and materials. The use of unusual or eccentric architectural elements which would detract from the quality image of the Properties will not be allowed.

- b. **Materials.** Buildings must be constructed of concrete tilt-up panels, brick, natural stone, wood or other durable high quality materials.
- c. **Building Exteriors.**
 - i. **Materials, Colors, and Details.** High quality building materials of a permanent low-maintenance type are required on all exterior walls of a building. The use of two or more exterior colors is strongly encouraged.
 - ii. **Articulation/Relief.** The use of such features as parapets, canopies, and fascias is encouraged to break up large, uniform wall surfaces. Such features must be in proportion to wall height and building mass.
- 3. **Use of Solar Panels.** The installation of solar panels on building roofs is permitted. Solar panel usage can provide off the grid energy and reduce the visual scale of the rooftop.
- 4. **Rooftop Mechanical Units.** Because the site sits at a grade approximately 20-feet below SR-14 to the north, views of rooftop mechanical units from the highway should be minimized. Measures to screen and minimize the exposure of rooftop mechanical equipment shall include parapet walls or screens where appropriate and mechanical units shall be painted to match the roof surge.

G. Site Landscaping, Yard and Buffer Requirements

- 1. **Applicability.** In order to enhance the aesthetics within the Properties, landscaping is required for all new development and redevelopment. Development and redevelopment proposals must comply with the standards of this section and Section III.B.4 Parking Lot Landscaping.
- 2. **Screening and Buffering.**
 - a. **Yards.** Within all required yards, a landscape screen must be planted that will provide a minimum 75% opacity to a height of at least 3 feet within 3 years of planting. Plantings used for screening may be evergreen or deciduous. The remainder of the yard must be planted, at a minimum, with groundcover plants or turf.
 - b. **Fencing.** Section III.I lists fencing standards.
- 3. **Yard Requirement.**
 - a. **Intent:** To create appropriate buffering between on-site structures and adjacent properties and rights of way. This requirement is not intended to obstruct pedestrian access to buildings.
 - b. **Yard requirement.** Yard requirements for the Property shall be set forth in the table below.

Yard Type	Minimum Requirement*
Front	0'/10'
Side	0'/5'
Street Side	0'/5'

Rear	0'/5'
------	-------

*The yard requirement may be reduced to 0' on building sides that provide direct pedestrian access.

4. Landscaping. A minimum of 15% of a development site must be covered with landscaping (pedestrian areas shall be allowed to be included in such calculation and with the approval of a master landscape plan an overall percentage for the Properties may be utilized such that each individual phase/lot need not have 15% landscaping if the overall Properties meet or exceed such requirement).
5. Irrigation. All site landscaping, except parking islands and diamonds, must be watered via an irrigation system.
6. Preferred Plantings. It is the intent to allow individual owners/tenants leeway regarding the species of plantings. Owners/tenants are encouraged to utilize native and adapted vegetation in order to better conserve water. Certain types of vegetation, such as invasive and debris-generating species, are prohibited, and these are listed in Appendix B.

H. Site Dimension Requirements

1. The maximum lot coverage and building heights for the Properties are as noted below.

Maximum Lot Coverage	Maximum Building Height
50%	75'

I. Fencing and Walls

1. Perimeter Fencing. To enhance the visual appeal of the Properties from off-site properties, fencing along its perimeter, if proposed, must be consistent in type, height, and material(s).

J. Site Lighting

1. Applicability. All new development and redevelopment within the Properties must include, at a minimum, appropriate lighting for parking and pedestrian circulation areas.
2. General Provisions. Site lighting must be designed and located to provide appropriate scale and illumination for similar types of development in the Pacific Northwest and be shielded from the sky and adjacent properties and structures. Parking lot lighting may be more utilitarian in nature (and not exceed 30' in height) while pedestrian circulation areas and other primary circulation routes will utilize architectural light standards. The Properties shall utilize consistent lighting standards/fixtures for lighting of primary parking and pedestrian circulation routes.

APPENDIX A RECOMMENDED PLANT MATERIALS

Note: This is a sample list of recommended plant types within the Property. This is not an exhaustive list of species permitted on the site. All planting materials will need to be reviewed and approved by the City.

Large Trees

<u>Botanical Name</u>	<u>Common Name</u>
<i>Cedrus Atlantica</i>	Atlas Cedar
<i>Cupressocyparis Leylandii</i>	Leyland Cypress
<i>Fagus Sylvatica</i>	European Beech
<i>Pseudotsuga Menziesii</i>	Douglas Fir
<i>Quercus Robur</i>	English Oak
<i>Quercus Rubra</i>	Red Oak
<i>Sequoia Sempervirens</i>	Coast Redwood
<i>Thuja Plicata</i>	Western Red Cedar
<i>Tsuga Heterophylla</i>	Western Hemlock

Medium Trees

<u>Botanical Name</u>	<u>Common Name</u>
<i>Alnus Rubra</i>	Red Alder
<i>Calocedrus Decurrens</i>	Incense Cedar
<i>Carpinus Betulus (except Fastigiata)</i>	European Hornbeam
<i>Chamaecyparis Nootkatensis 'Pendula'</i>	Nootka Cypress, Alaska Yellow Cedar
<i>Fraxinus Latifolia</i>	Ash, Oregon
<i>Fraxinus Pennsylvanica 'Patmore'</i>	Patmore Ash
<i>Populus Balsamifera</i>	Black Cottonwood
<i>Quercus Bicolor</i>	Swamp White Oak
<i>Quercus Palustris</i>	Pin Oak
<i>Taxus Brevifolia</i>	Pacific Yew
<i>Tilia Cordata</i>	Linden, Little Leaf
<i>Tilia Tomentosa 'Sterling'</i>	Silver Linden

Small Trees

Botanical Name*Betula Jaquemontii**Betula Nigra**Betula Papyrifera**Carpinus Betulus* 'Fastigiata',
'Franz Fontaine'*Cercidiphyllum Japonicum**Cornus Kousa**Populus Tremuloides**Prunus Serrulata* cvs.*Pyrus Calleryana* 'Bradford'*Pyrus Calleryana* 'Glen's
Form'Common NameWhite-Barked Himalayan
Birch

River Birch

Paper Birch

European Hornbeam

Katsura Tree

Kousa Dogwood

Quaking Aspen

Japanese Flowering Cherry

Bradford Callery Pear

Callery Pear

High Screen Shrubs, 6 Feet and TallerBotanical Name*Abelia* 'Edward Goucher'*Acer Circinatum**Amelanchier Alnifolia* 'Regent'*Arbutus Unedo**Arctostaphylos Hookeri**Berberis Thunbergii* 'Rose
Glow', 'Helmond Pillar'*Buxus Sempervirens* 'Graham
Blandy'*Oemleria Cerasiformis**Philadelphus Lewisii* cvs.*Ribes Sanguinium**Sambucus Racemosa**Thuja Occidentalis* 'Smaragd'
(Emerald)*Vaccinium Ovatum**Viburnum Carlesii*Common Name

Abelia

Vine Maple

Serviceberry

Strawberry Tree

Manzanita

Japanese Barberry

Common Boxwood

Indian Plum

Mock Orange

Red-Flowering Currant

Red Elderberry

American Arborvitae

Evergreen Huckleberry

Korean Spice Viburnum

Low Shrubs, 3 to 4 FeetBotanical NameCommon Name

Gaultheria Shallon
Hydrangea Macrophylla 'Pia'

Ilex Crenata
Itea Virginica 'Little Henry'
Mahonia Aquifolium
Nandina Domestica
'Firepower', 'Compacta',
'Gulfstream'
Philadelphus Lewisii
Philadelphus x Virginalis
'Dwarf Snowflake'
Potentilla Fruticosa cvs.
Ribes Sanguineum
Rosa Nutkana
Rosa Pisocarpa
Rubus Spectabilis
Spiraea Douglasii
Symphoricarpos Albus

Salal
 Big-Leaf Hydrangea, Garden
 Hydrangea
 Japanese Holly
 Little Henry Sweetspire
 Tall Oregon Grape

 Heavenly Bamboo, Sacred
 Bamboo

 Mock Orange

 Virginal Mock Orange

 Bush Cinquefoil
 Red Currant
 Nootka Rose
 Swamp Rose
 Salmonberry
 Douglas's Spiraea
 Common Snowberry

Groundcover

Botanical Name

Arctostaphylos Uva Ursi
Ceanothus Gloriosus, cvs.
Cotoneaster Dammeri
Euonymus Fortunei
'Coloratus'
Fragaria Chiloensis

Common Name

Kinnikinnick, Bearberry
 California Lilac
 Bearberry Cotoneaster
 Purple-Leaf Winter Creeper

 Sand, Beach, or Chilean
 Strawberry

APPENDIX B PROHIBITED PLANT MATERIALS

Note: This is a sample list of prohibited plant types within the Property. This is not an exhaustive list of species the prohibited on the site. All planting materials will need to be reviewed and approved City.

<u>Botanical Name</u>	<u>Common Name</u>
<i>Acer Platanoides</i>	Norway Maple
<i>Ailanthus Altissima</i>	Tree-of-Heaven
<i>Bromus Hordeaceus</i>	Soft Brome
<i>Bromus Japonicus</i>	Japanese Brome-Grass
<i>Buddleia Davidii</i> (except cultivars & varieties)	Butterfly Bush
<i>Carduus Nutans</i>	Musk Thistle
<i>Carduus Pycnocephalus</i>	Italian Thistle
<i>Carduus Tenifolius</i>	Slender Flowered Thistle
<i>Centaurea Pratensis</i>	Meadow Knapweed
<i>Cirsium Arvense</i>	Canada Thistle
<i>Clematis Ligusticifolia</i>	Western Clematis
<i>Convolvulus Arvensis</i>	Field Morning-Glory
<i>Cortaderia Selloana</i>	Pampas Grass
<i>Cytisus Scoparius</i>	Scot's Broom
<i>Equisetum Telmateia</i>	Giant Horsetail
<i>Festuca Arundinacea</i>	Tall Fescue
<i>Galium Odoratum</i>	Sweet Woodruff
<i>Hedera Helix</i>	English Ivy
<i>Hypericum Perforatum</i>	St. John's Wort
<i>Ilex Aquafolium</i>	English Holly
<i>Iris Pseudacorus</i>	Yellow Flag
<i>Lemna Minor</i>	Duckweed, Water Lentil
<i>Ligustrum Vulgare</i>	Privet
<i>Lotus Corniculatus</i>	Bird's Foot Trefoil
<i>Lythrum Salicaria</i>	Purple Loosestrife
<i>Phalaris Arundinacea</i>	Reed Canarygrass
<i>Polygonum Cuspidatum</i>	Japanese Knotweed
<i>Populus Alba</i>	White Poplar

<i>Prunus Laurocerasus</i>	English, Portugese Laurel
<i>Robinia Pseudoacacia (except cultivars & varieties)</i>	Black Locust
<i>Rubus Discolor</i>	Himalayan Blackberry
<i>Rubus Laciniatus</i>	Evergreen Blackberry
<i>Solanum Sarrachoides</i>	Hairy Nightshade
<i>Trifolium Repens</i>	White Clover
<i>Ulmus Pumila</i>	Siberian Elm
<i>Vicia Villosa</i>	Hairy Vetch
<i>Vinca Major</i>	Periwinkle (large leaf)
<i>Vinca Minor</i>	Periwinkle (small leaf)

4864422 AGRRecFee - \$74.00 Pages: 13 - PORT OF CAMAS WASHOUGAL
Clark County, WA 05/19/2012 10:13**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Carolyn A. Lake
 Goodstein Law Group PLLC
 501 South G Street
 Tacoma, Washington 98405

DEVELOPMENT AGREEMENT

Grantors :
Grantee :
Abbreviated Legal :
Assessor's Tax Parcel No(s): 71797000 - #668 of Richard Ough DLC .25A
 (See Exhibit A for additional legal description)
 075109-019; 075108-098; 075108-096;
 075108-094; 075108-092; 075108-088; 075108-086
 075108-084; 075108-082; 075108-090; 071419-002;
 075108-052; 075108-050; 075108-058; 075108-060;
 075108-064; 075108-076; 075108-074; 075108-072;
 075108-070; 075108-068; 075108-066; 075108-078;
 075108-080; 071453-000; 071791-000
Other Reference No(s). :

Effective Date: March 19, 2012

Parties: Port of Camas-Washougal ,
 24 South A Street
 Washougal , WA 98671
 (hereinafter referred to as "Developer")

And

City of Washougal, Washington,
 A municipal corporation
 1701 C Street
 Washougal, Washington 98671
 (hereinafter referred to as the "City")

Exhibit A - Developer Property Legal Description

Parcel #	Abbr. Legal Description
75109019	J A Lechner Sub-Div #6 Lot 2 Blk 6
75108098	J A Lechner Sub-Div Lot 4 Blk 5
75108096	J A Lechner Sub-Div Lot 3 Blk 5
75108094	J A Lechner Sub-Div Lot 2 Blk 5
75108092	J A Lechner Sub-Div Lot 1 Blk 5
75108088	J A Lechner Sub-Div Lot 4 Blk 4
75108086	J A Lechner Sub-Div Lot 3 Blk 4
75108084	J A Lechner Sub-Div Lot 2 Blk 4
75108082	J A Lechner Sub-Div Lot 1 Blk 4
75108090	J A Lechner Sub-Div Lot 5 Blk 4
71419002	#116A Richard Ough DLC 3.96A M/L
75108078	J A Lechner Sub-Div Lot 7 Blk 3
75108080	J A Lechner Sub-Div Lot 8 Blk 3
75108066	J A Lechner Sub-Div Lot 1 Blk 3
75108068	J A Lechner Sub-Div Lot 2 Blk 3
75108070	J A Lechner Sub-Div Lot 3 Blk 3
75108072	J A Lechner Sub-Div Lot 4 Blk 3
75108074	J A Lechner Sub-Div Lot 5 Blk 3
75108076	J A Lechner Sub-Div Lot 6 Blk 3
75108064	J A Lechner Sub-Div Lots 11 & 12 Blk 2
75108060	J A Lechner Sub-Div Lot 10 Blk 2

75108058	J A Lechner Sub-Div Lot 9 Blk 2
75108052	J A Lechner Sub-Div Lot 6 Blk 2
75108050	J A Lechner Sub-Div Lot 5 Blk 2
71453000	#177 of Richard Ough DLC 1.88A
71791000	#661 of Richard Ough DLC 2.85A

RECITALS

A. Developer Port of Camas-Washougal ("Developer") owns or is acquiring certain real property identified as Tax Parcel No.'s 071797-000; 075109-019; 075108-098; 075108-096; 075108-094; 075108-092; 075108-088; 075108-086; 075108-084; 075108-082; 075108-090; 071419-002; 075108-052; 075108-050; 075108-058; 075108-060; 075108-064; 075108-076; 075108-074; 075108-072; 075108-070; 075108-068; 075108-066; 075108-078; 075108-080; 071453-000; 071791-000. This property is legally described in Exhibit A, and is referred to as the "Property".

B. The parties desire to work together to permit and develop a waterfront project which would include the Property, with a certain mix of uses to be more specifically defined.

C. The Port of Camas-Washougal obtained an Integrated Planning Grant for the Property from the Washington State Department of Ecology to support planning for cleaning up the former Hambleton Lumber Mill property and redevelopment of said site and adjacent Port-owned waterfront parcels into a revitalized asset for the community.

D. Pursuant to RCW 36.70B.170(1), the parties are authorized to enter into a development agreement that sets forth provisions that apply to and govern the development and use of the Property described in Exhibit A.

E. The City Council finds that entering into this Agreement is appropriate and justified, and that entering into a Development Agreement will provide long-term public benefits, including, but not limited to, a revitalized property and the expectation of the enhancement of public access to the waterfront through the provision of trails which may be added to the area's regional trail system

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The recitals are hereby incorporated into the parties' agreement and shall be binding on the parties as terms of this Development Agreement.
2. **Voluntary Agreement/Purpose.** The Developer acknowledges that it has voluntarily entered into this Agreement and is not doing so under any form of duress. The purpose of this Development Agreement is, *inter alia*, to vest the development project on the Property described on Exhibit A as provided for herein and to provide a framework consistent with the work and public outreach completed as part of the above referenced Integrated Planning Grant for permitting the development project.

3. **Property Governed.** This Development Agreement governs the development of the Property legally described in Exhibit A as attached hereto, incorporated herein by reference.

4. **Specific Development Standards/Vesting.** The parties agree that the development of the Property vests as to the permitted uses, land use and environmental regulations, and development standards in effect as of the time of the execution of this Development Agreement. Such vesting shall include, but not be limited to, Titles 16 and 18 of the Washougal Municipal Code as of the time of execution of this Development Agreement. This Development Agreement and the development standards in this Development Agreement govern during the term of this Development Agreement and may not be subject to an amendment to a zoning ordinance, land use and environmental regulations, or development standards adopted after the effective date of this Development Agreement. Any permit or approval issued by the City after the execution of this Development Agreement must be consistent with this Development Agreement.

Notwithstanding the forgoing or any other provision of this Agreement, Developer may avail itself of any and all newly adopted land use, environmental or related provisions adopted by City subsequent to the adoption of this Agreement.

5. **Termination.** This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

A. Expiration of the stated term of this Agreement as set forth in paragraph 11.

B. Developer's notification to the City, at any after the Effective Date, of Developer's election to terminate this Agreement.

Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement.

6. **Covenants Run With the Land.** All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring rights in or to the Property, or any portion thereof, or any interest therein. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law.

7. **Successors.** This Development Agreement and all of its provisions shall be binding upon the City and the Developer and any and all of its assigns and successors in interest and any obligations made herein by Developer shall be enforceable against all of its assigns and successors in interest into whose ownership the Property may pass, and all of them, except as this Development Agreement shall expressly provide to the contrary.

8. **Severability.** If any provision of this Development Agreement, or the application of the provisions herein to any person or circumstance, is declared invalid, then the rest of the Development Agreement or the application of the provision to other persons or circumstances shall not be affected.

9. **Controlling Law.** In the event of any litigation arising hereunder, or with respect hereto, the law of the State of Washington will control, and all signatories hereto, do hereby submit themselves personally to the jurisdiction of the courts of the State of Washington, and do hereby agree that any action arising hereunder may be instituted in Clark County Superior Court, if the parties are served, including anywhere not within the State of Washington, by any method authorized by Washington law.

10. **Construction.** This Development Agreement sets forth the entire agreement of the parties. This Development Agreement shall be construed as a whole. No amendment, change or modification of any provision of this Development Agreement shall be valid unless set forth in writing and signed by both parties. To the extent of any conflict with any City regulations which may otherwise govern the Property, the terms and conditions of this Development Agreement shall prevail.

11. **Term.** The initial term of this Development Agreement shall be for fifteen (15) years from the effective date of this Development Agreement, with Developer entitled to request an extension of the term subject to approval by the City by resolution.

12. **Required Public Hearing.** This Development Agreement is authorized by a Resolution of the City Council of the City of Washougal following a hearing as required by RCW 36.70B.170. The City provided advanced notice of a public hearing on this matter pursuant to the provisions of WMC 18.94.160(4). The public hearing was held before the City Council on March 19, 2012

13. **Default.** In the event either party fails to perform the terms and provisions of this Development Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other party (unless the parties have mutually agreed in writing to extend this period) shall constitute a default under this Development Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the

sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within the sixty (60) day period. Upon a default of this Development Agreement that is not cured as provided above, the non-defaulting party may institute legal proceedings to enforce the terms of this Development Agreement. If the default is cured, then no default exists, and the noticing party shall take no further action.

14. **Remedies.** Either party may, in addition to any other rights or remedies, institute an action to cure, correct, or remedy any default; enforce any covenant or agreement set forth herein; enjoin any threatened or attempted violation of this Development Agreement, enforce by specific performance the obligations and rights of the parties to this Development Agreement, or obtain any remedies consistent with the foregoing and the purpose and intent of this Development Agreement. Venue shall be in Clark County, Washington.

15. **Serious Threat to Public Health.** Nothing contained in this Development Agreement shall preclude the City from exercising any and all rights it has under RCW 36.70B.170 to address issues of public health and safety.

16. **Binding Effect.** This Development Agreement, or a summary thereof, shall be recorded against the Property and shall run with the land, subject only to the express conditions or limitations of this Development Agreement, and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. Upon assignment of this Development Agreement or the conveyance of any parcel of the Developer Property to which this Development Agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations and liabilities set forth in this Development Agreement as they relate to such parcel.

17. **Cooperation.** Each party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other party for the implementation or continuing performance of this Development Agreement. In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Development Agreement challenging the validity of any provision of this Development Agreement, or any subsequent action taken consistent with this Development Agreement, the parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each party shall select its own legal counsel and retain such counsel at its own expense.

18. **Warranty of Developer Authority.** Developer hereby warrants to the City that the undersigned is authorized to negotiate and execute this Development Agreement and to bind the Developer Property and all fee owners subject to and contingent upon acquisition of the Property by Developer or its successors or assigns.

19. **Warranty of City's Authority.** The City is delegated with authority pursuant to RCW 36.70B.170, et al., to enter into Development Agreements as a proper exercise of municipal police power and contract authority. This Development Agreement is entered into pursuant to said authority. It is hereby warranted that the undersigned Mayor has and is authorized to enter into this Development Agreement.

DATED this 19th day of March, 2012.

Port of Camas-Washougal

By: Dave Ripp
Its: Executive Director



City of Washougal, a Washington municipal corporation

By: [Signature] SEAN GUARD
Its: Mayor

ATTEST:

[Signature]
City Clerk

Approved as to form:

[Signature]

State of Washington)
) ss.
County of Clark)

On this 8th day of MAY, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David Ripp, to me known to be the person who signed as Executive Director for the Port of Camus-Washougal, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly appointed, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

Dated: May 8,, 2012.



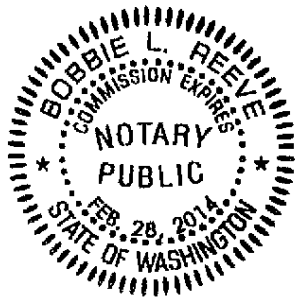
Mary L. Murphy
Notary Public for Washington

MARY L. MURPHY
(Printed or Stamped Name of Notary)
Residing at Vancouver WA
My appointment expires: 7-27-12

State of Washington)
) ss.
County of CLARK)

I certify that I know or have satisfactory evidence that Sean Guard is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Washougal, Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 24, 2012.



Bobbie L. Reeve
Notary Public for Washington

Bobbie L. Reeve
(Printed or Stamped Name of Notary)
Residing at Washington
My appointment expires: 02.28.2014

EXHIBIT A

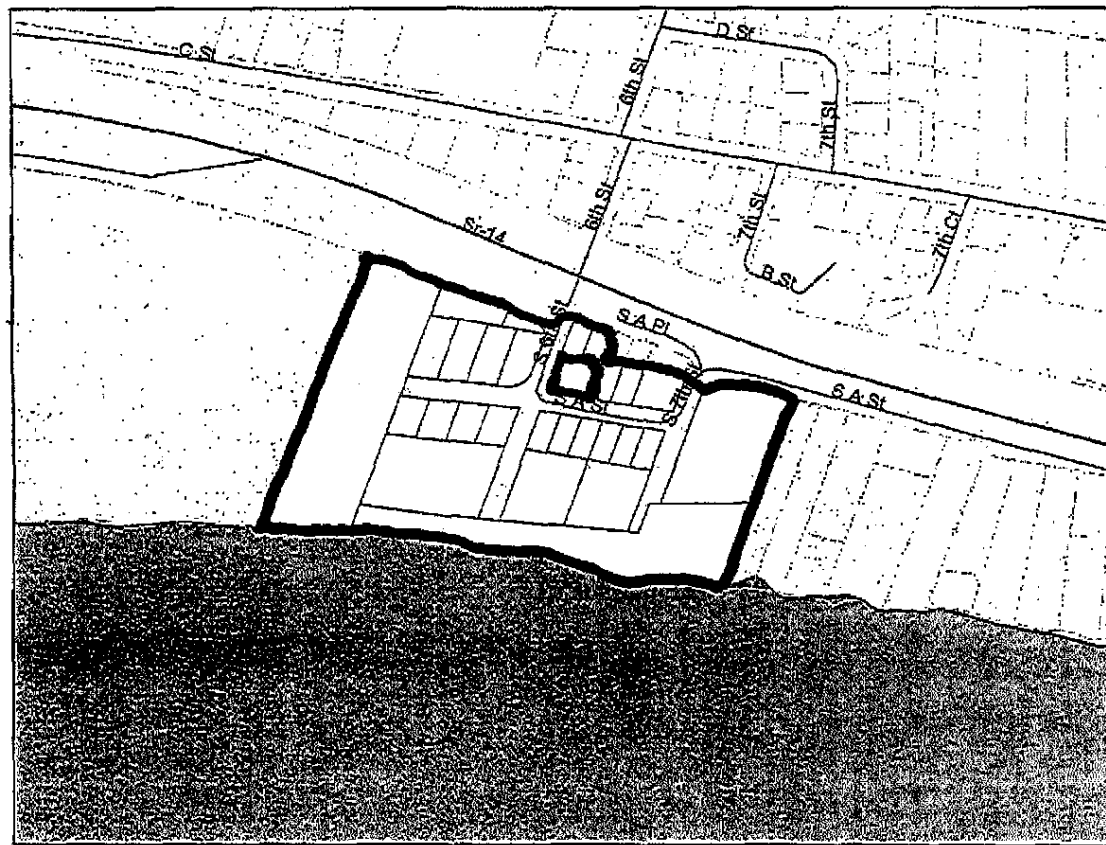
Developer Property Legal Description

Parcel #'s of the properties proposed to be subject to the Development Agreement

Parcel #	Owner
71797000	Port of CW
75109019	Port of CW
75108098	Port of CW
75108096	Port of CW
75108094	Port of CW
75108092	Port of CW
75108088	Port of CW
75108086	Port of CW
75108084	Port of CW
75108082	Port of CW
75108090	Port of CW
71419002	Port of CW
75108052	Port of CW
75108050	Port of CW
75108058	Jane Kirk
75108060	Jane Kirk
75108064	Ron Gustafson
75108076	Port of CW
75108074	Port of CW
75108072	Port of CW
75108070	Port of CW
75108068	Port of CW
75108066	Port of CW
75108078	Port of CW
75108080	Port of CW
71453000	Port of CW
71791000	Port of CW

EXHIBIT A

CA #12020005 (Port of C/W - 6th Street Property)



Legend

- ☐ Parcels
- ☐ Roads
- ☐ Alley
- ☐ Arterial
- ☐ DNR
- ☐ DNR (Private Land)
- ☐ Driveway
- ☐ Interstate
- ☐ Interstate Ramp
- ☐ Primary Arterial
- ☐ Private Roads
- ☐ Private Roads w/o Names
- ☐ Public Roads
- ☐ SR Ramp
- ☐ State Route
- ☐ Waterbodies
- ☐ Rural Centers
- ☐ City Boundaries
- ☐ Urban Growth Boundaries
- ☐ County Boundary

0 425 850 1275 ft.

Map center: 1161511, 95041



Scale: 1:4,420

This map was generated by Clark County's "Maps Online" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

5531755 ADD

Total Pages: 19 Rec Fee: \$117.00

eRecorded in Clark County, WA 07/23/2018 11:01 AM

CHICAGO TITLE VANCOUVER-TITLE ONLY

SIMPLIFILE LC E-RECORDING

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

Stephen W. Horenstein
Horenstein Law Group, PLLC
500 Broadway, Suite 120
Vancouver, Washington 98660

Chicago 622-96450

**FIRST ADDENDUM TO AMENDED AND SUPERSEDING
DEVELOPMENT AGREEMENT**

Grantors: City of Washougal
Grantee: Parkers Landing, LLC
Port of Camas-Washougal

Abbreviated Legal: Property located within SW ¼ of Section 7 and the
NW ¼ of Section 18 within Township 1 North,
Range 4; and in the NE ¼ of Section 13 within
Township 1 North Range 3 East of the Willamette
Meridian

Assessor's Tax Parcel No(s): 75108088; 75108082; 75108078; 75108080;
75108092; 75108094; 75108096; 75108098;
71797000; 75109019; 75108042; 75108044;
75108046; 75108048; 75108050; 75108052;
75108064; 75108054; 75108058; 75108060;
75108090; 71453000; 75108066; 75108068;
75108070; 75108072; 75108074; 75108076
71791000

Other Reference No(s): 5104756

Effective Date: July 20th, 2018

Parties: Parkers Landing, LLC a Washington limited
liability company,
101 E. 6th Street, Suite 350
Vancouver, WA 98660
(hereinafter referred to as "Parkers Landing")

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

Stephen W. Horenstein
Horenstein Law Group, PLLC
500 Broadway, Suite 120
Vancouver, Washington 98660

Chicago 622-96450

**FIRST ADDENDUM TO AMENDED AND SUPERSEDING
DEVELOPMENT AGREEMENT**

Grantors: City of Washougal
Grantee: Parkers Landing, LLC
Port of Camas-Washougal

Abbreviated Legal: Property located within SW ¼ of Section 7 and the
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Meridian

Assessor's Tax Parcel No(s): 75108088; 75108082; 75108078; 75108080;
75108092; 75108094; 75108096; 75108098;
71797000; 75109019; 75108042; 75108044;
75108046; 75108048; 75108050; 75108052;
75108064; 75108054 ; 75108058; 75108060;
75108090; 71453000 ; 75108066; 75108068;
75108070; 75108072; 75108074; 75108076
71791000

Other Reference No(s): 5104756

Effective Date: July 20th, 2018

Parties: Parkers Landing, LLC a Washington limited
liability company,
101 E. 6th Street, Suite 350
Vancouver, WA 98660
(hereinafter referred to as "Parkers Landing")

and

The Port of Camas-Washougal,
a municipal corporation
24 South A Street
Washougal, Washington 98671
(hereinafter referred to as the “Port”)

and

City of Washougal, Washington,
a municipal corporation
1701 C Street
Washougal, Washington 98671
(hereinafter referred to as the “City”)

EXHIBITS

Exhibit A – Property Legal Description

Exhibit B – Park Area Legal Description

Exhibit C – Port Trail Property Legal Description

RECITALS

A. On September 8, 2013, the Port and the City entered into an Amended and Superseding Development Agreement (the "Agreement") for certain property located within the City of Washougal, Washington. The Agreement was recorded under Clark County Auditor's No. 5104756 on September 17, 2014. This First Addendum to Amended and Superseding Development Agreement (this "Addendum") modifies the Agreement. All capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Agreement.

B. Simultaneously with the recording of this Addendum: (1) the Port is transferring its right, title, and interest in a portion of the property subject to the Agreement to Parkers Landing and (2) Parkers Landing is transferring its right, title and interest in a portion of the property subject to that certain Amended and Superseding Development Agreement (the "Companion Agreement") recorded under Clark County Auditor's No. 5019502 on October 2, 2013 to the Port. Accordingly, (i) Parkers Landing is the owner of a portion of the Property (as modified below) subject to the Agreement (as modified herein) and (ii) the Port is the owner of a portion of the Property and the Companion Property (as defined below) and is the successor-in interest to Parkers Landing under the Companion Agreement. The property subject to the Companion Agreement is referred to herein as the "Companion Property".

C. The Parties have engaged in certain land-use and master site planning for the Property and Companion Property. Based on the transfers described in Recital B above and the land-use and master site planning, the Parties desire to amend the Agreement. The Companion Agreement is being modified simultaneously herewith.

NOW, THEREFORE, the Parties agree as follows:

1. **Recitals.** The Recitals set forth above are hereby incorporated into this Addendum and shall be binding on the Parties as terms hereof.

2. **Property.** Exhibit A of the Agreement is hereby deleted and replaced with Exhibit A of this Addendum such that the property described in Exhibit A attached hereto (the "Property") shall be the property subject to the Agreement.

3. **Term.** The term of the Agreement is hereby extended for a period of 10 years from the effective date of this Addendum.

4. **Transportation.** All pre-existing trips and new trips identified in Section 5 of the Agreement shall remain vested as set forth therein. The City agrees that the Port and Parkers Landing shall be allowed to share and transfer trips between those reserved pursuant to Section 5 of the Agreement as well as those reserved pursuant to Section 5 of the Companion Agreement, to facilitate development of the Property and Companion Property

so long as the City receives an accounting of all such transferred trips upon the occurrence of such transfers.

5. **Multifamily Tax Exemption.** The City acknowledges that Parkers Landing intends to construct a multifamily housing development on the Property and to apply for such development to be subject to the Multifamily Housing Tax Exemption provided in WMC Chapter 3.58. The Property and the Companion Property are a part of the “waterfront commercial district” designated by the City as a residential target area under the Multifamily Housing Tax Exemption program. The City shall accept a new application for conditional certification under such program for development of the Property at any time prior to the expiration of the Development Agreement as if the sunset of exemption date provided for in WMC 3.58.080 is the expiration date of the Agreement with respect to the Property. At the time of Parkers Landing’s application for such tax exemption for development on the Property, the City shall process said application pursuant to the requirements of WMC Chapter 3.58 in effect as of the effective date of this Addendum. With respect to such application and the granting of such tax exemption, the City and the Port agree:

a. The City shall not impose any additional discretionary requirements other than those requirements set forth in WMC Chapter 3.58 as of the effective date of this Addendum for a multi-family housing development on the Property to qualify for the Multifamily Housing Tax Exemption.

b. Improvements that are amenities made available exclusively to residents of the multi-family housing development on the Property, including parking improvements, shall be improvements qualifying to be subject to the ad valorem property taxation under WMC Chapter 3.58.

c. The land-use and master-site planning between the Parties, which contemplates binding covenants, conditions, and restrictions on the Property and the Companion Property that provide that at least 1/3 of the total site area of the Property and the Companion Property must be reserved for commercial development, satisfies the requirements of WMC § 3.58.060 (1)(e) and (g) with respect to the requirement that a minimum of 1/3 of the site area be set aside for commercial development, which is one of the requirements for the project to qualify as a master-planned mixed-use development in the waterfront commercial district. Eligibility for the tax exemption is subject to the director’s review and approval of an application submitted pursuant to WMC 3.58.040(5) and (6) and a contract with the City approved by City Council as required by WMC 3.58.040(6)(a).

d. Parkers Landing may utilize all or any portion of the square footage of the Port Trail Property (as defined below) and the square footage of the Park Area (as defined below) for purposes of meeting the requirement in WMC § 3.58.060(g) that the project shall contain a minimum of 15% landscape area.

6. **Density Requirement.** City and Port agree for purposes of calculating density and other requirements applicable to development of the Property, including without limitation, requirements governing the number of a multifamily housing units/acre, maximum lot coverage, site landscaping, and yard and buffer setbacks, Parkers Landing may utilize all or any portion of the square footage of the park property owned by the Port described in Exhibit B (the “Park Area”), and the square footage of property adjacent to and south of the Property described owned by the Port described in Exhibit C (including tidelands) (the “Port Trail Property”). For clarity’s sake, the parties agree that the total square footage of such property is approximately 653,400.

7. **Road Vacation.** In exchange for Parkers Landing reconstructing the frontage road between Sixth and Seventh Street, City agrees to process a road vacation to Parkers Landing without compensation paid therefore, those portions of Sixth Street, Seventh Street and A Street within the Property.

8. **Park Impact Fee Credits.** Notwithstanding any agreement reached between the Port and the City as provided for in Section 5.5 and/or Section 5.8 of the Companion Agreement, the City shall grant Park Impact Fee Credits to Parkers Landing in exchange for (i) improvement of the Park Area and the Port’s construction of trail improvements on the Port Trail Property and (ii) Port entering into a mutually-agreeable easement or other agreement with the City providing that the Park Area shall be available for public use for a term certain. In this regard, the City finds that such improvements and dedication serve the goals and objectives of the City’s Parks, Open Space and Recreation Capital Facilities Plan.

9. **Construction of Stormwater Facility.** In addition to the reservation of general facilities charge rates, system development charge rates and connection fees for stormwater management pursuant to Washougal Municipal Code Chapter 14.32, as provided for in Section 6.1 of the Agreement, City will provide Parkers Landing a credit for such charges as an offset and/or other compensation for the cost of construction of system level stormwater facilities in connection with the development on the Property to the extent such facilities serve additional property.

10. **Modification.** This Addendum modifies the Agreement as set forth above. Except as modified herein, the Agreement shall remain in full force and effect according to the terms therein contained. In the event of any inconsistency between the Agreement and this Addendum, the Terms of this Addendum shall control.

[signature page and acknowledgements to follow]

DATED as of the Effective Date first written above.

Parkers Landing LLC, a Washington limited liability company

By: 
Name: Lance E. Killian
Its: Manager

The Port of Camas-Washougal, a municipal corporation

By: _____
Name: _____
Its: _____

City of Washougal, a Washington municipal corporation

By: _____
Name : _____
Its: _____

ATTEST:

_____, City Clerk

Approved as to form:

_____, City Attorney

DATED as of the Effective Date first written above.

Parkers Landing LLC, a Washington limited liability company

By: _____

Name: _____

Its: _____

The Port of Camas-Washougal, a municipal corporation

By: David Ripp

Name: David Ripp

Its: Executive Director

City of Washougal, a Washington municipal corporation

By: Molly Coston

Name: Molly Coston

Its: Mayor

ATTEST:

[Signature]
City Clerk

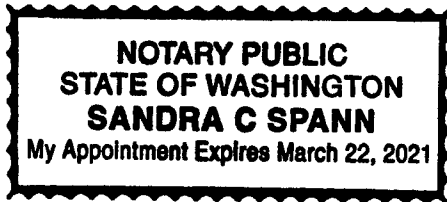
Approved as to form:
[Signature]

Kenneth J. Woods, Jr. City Attorney

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Lance E Killian is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager of the Parkers Landing LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/19, 2018.



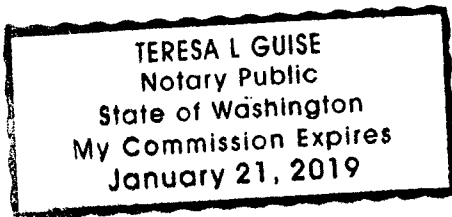
Sandra C Spann
Notary Public for Washington

Sandra C Spann
(Printed or Stamped Name of Notary)
Residing at Vancouver, WA
My appointment expires: March 22, 2021

State of Washington)
County of Clark) ss.

I certify that I know or have satisfactory evidence that Molly Costen is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MAYOR of the City of Washougal, Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/17, 2018.



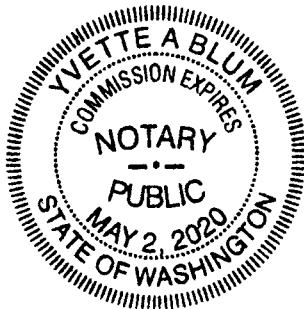
Teresa L Guise
Notary Public for Washington

Teresa Guise
(Printed or Stamped Name of Notary)
Residing at Clark County
My appointment expires: 1/21/19

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that David Ripp is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Executive Director of the Port of Camas-Washougal to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 17th, 2018.



Yvette A. Blum
Notary Public for Washington

Yvette A. Blum
(Printed or Stamped Name of Notary)
Residing at Clark County
My appointment expires: 05/02/2020

EXHIBIT A

Property Legal Description

A Portion of the Richard Ough Donation Land Claim, situated in the Southeast 1/4 of the Southeast 1/4 of Section 12, and in the Northeast 1/4 of the Northeast 1/4 of Section 13, Township 1 North, Range 3 East of the Willamette Meridian, and in the Southwest 1/4 of the Southwest 1/4 of Section 7, and in the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 1 North, Range 4 East of the Willamette Meridian, Clark County, Washington, being more particularly described as follows:

Beginning at a point on the East line of the David Parker Donation Land Claim which bears N87°36'08"W, 32.34 feet and S22°17'56"W, 18.81 feet from the 2-Inch Iron Pipe marking the Southeast corner of said Section 12; thence along said East line, N22°17'56"E, 528.86 to the Southerly Right of Way line of State Route 14; thence along said Right of Way line, along the arc of a 3670.00 foot radius curve concave to the Southwest, through a central angle of 1°09'59" (chord bears S68°07'23"E, 74.71 feet) a distance of 74.72 feet to a point of tangency; thence continuing along said Right of Way line, S67°32'23"E, 378.88 feet; thence continuing along said Right of Way line, S34°41'21"E, 43.30 feet to the Westerly Right of Way line of South 6th Street, a 50.00 foot wide public roadway; thence along said Right of Way line, S20°51'32"W, 195.62 feet to the Southerly Right of Way line of South A Street, a 50.00 foot wide public roadway; thence along said Right of Way line, S82°30'40"E, 51.39 feet to an angle point; thence continuing along said Right of Way line, S80°18'37"E, 357.21 feet to the Easterly Right of Way line of South 7th Street; thence along said line, N22°05'60"E, 126.82 feet to the Southerly Right of Way Line of South A Street; thence along said line, N79°05'33"E, 60.20 feet to an angle point; thence continuing along said Right of Way line, S75°22'31"E, 45.77 feet; thence leaving said line, thence S14°37'29"W, 83.12 feet; thence S75°22'49"E, 71.89 feet; thence S20°42'09"W, 166.13 feet to a point of curvature; thence along the arc of a 67.00 foot radius curve concave to the Northwest, through a central angle of 40°31'59" (chord bears S40°58'09"W, 46.42 feet) a distance of 47.40 feet; thence leaving said curve, on a radial bearing, N28°45'52"W, 1.00 feet to a point of concentric curvature; thence along the arc of a 66.00 foot radius curve concave to the Northwest, through a central angle of 11°41'37" (Chord bears S67°04'57"W, 13.45 feet) a distance of 13.47 feet; thence leaving said curve, on a radial bearing, S17°04'15"E, 1.00 feet to a point of concentric curvature; thence along the arc of a 67.00 foot radius curve concave to the Northwest, through a central angle of

28°35'06" (chord bears S87°13'18"W, 33.08 feet) a distance of 33.43 feet; thence N78°29'09"W, 66.67 feet to a point of curvature; thence along the arc of a 143.00 foot radius curve concave to the Southwest, through a central angle of 20°36'58" (chord bears N88°47'38"W, 51.18 feet) a distance of 51.45 feet to a point of tangency; thence S80°53'53"W, 21.52 feet to a point of curvature; thence along the arc of a 147.00 foot radius curve concave to the Northeast, through a central angle of 30°03'30" (chord bears N84°04'22"W, 76.24 feet) a distance of 77.12 feet; thence on a radial bearing, N20°57'23"E, 0.97 feet; thence N67°55'42"W, 13.90 feet; thence S22°04'18"W, 1.00 feet; thence N67°55'42"W, 42.79 feet to a point of curvature; thence along the arc of a 103.00 foot radius curve concave to the Southwest, through a central angle of 23°16'05" (chord bears N79°33'44"W, 41.54 feet) a distance of 41.83 feet to a point of tangency; thence S88°48'14"W, 116.13 feet to a point of curvature; thence along the arc of a 597.00 foot radius curve concave to the Northeast, through a central angle of 3°50'19" (chord bears N89°16'37"W, 39.99 feet) a distance of 40.00 feet; thence leaving said curve, on a radial bearing, N02°38'32"E, 1.00 feet to a point of concentric curvature; thence along the arc of a 596.00 foot radius curve concave to the Northeast, through a central angle of 1°20'06" (chord bears N86°41'25"W, 13.89 feet) a distance of 13.89 feet; thence leaving said curve, on a radial bearing, S03°58'38"W, 1.00 feet to a point of concentric curvature; thence along the arc of a 597.00 foot radius curve concave to the Northeast, through a central angle of 6°46'17" (chord bears N82°38'13"W, 70.52 feet) a distance of 70.56 feet; thence N10°17'57"E, 222.50 feet to the centerline of Vacated South A Street; thence along said centerline, N84°14'14"W, 189.01 feet; thence S22°17'01"W, 200.86 feet to a point of non-tangent curvature; thence along the arc of a 503.00 foot radius curve concave to the Southwest, through a central angle of 2°04'32" (chord bears N83°38'14"W, 18.22 feet) a distance of 18.22 feet to a point of tangency; thence N84°40'30"W, 89.22 feet to a point of curvature; thence along the arc of a 247.00 foot radius curve concave to the Northeast, through a central angle of 21°23'57" (chord bears N73°58'31"W, 91.72 feet) a distance of 92.25 feet to a point of reverse curvature; thence along the arc of a 95.00 radius curve concave to the Southeast, through a central angle of 47°40'43" (chord bears N87°06'54"W, 76.80 feet) a distance of 79.06 feet to the Point of Beginning.

Beginning again at the Southwest Corner of Lot 7, Block 2, J. A. Lechner Subdivision, a Plat of Record in Book E, Page 29, Clark County Plat Records; thence along the West line of said Block 2, being also the Easterly Right of Way line of South 6th Street, a 50.00 foot wide public roadway, N20°51'32"E, 200.42 feet to the Southerly Right of Way line of

State Route 14; thence along said Right of Way line, S80°27'35"E, 8.34 feet to an angle point; thence continuing along said Right of Way line, and continuing along the Southerly Right of Way line of South A Place, S67°32'23"E, 296.14 feet to the Westerly Right of Way line of South 7th Street, a 50.00 foot wide public roadway; thence along said Right of Way line, being also the East line of said Block 2, S22°05'60"W, 132.58 feet to the Southeast Corner thereof; thence along the South line of said Block 2, being also the Northerly Right of Way line of South A Street, a 50.00 foot wide public roadway, N80°37'37"W, 307.49 feet to the Point of Beginning.

Containing 8.338 Acres.

EXHIBIT "A"

A PORTION OF THE RICHARD OUCH D.D.
 SITUATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 12,
 AND IN THE NE 1/4 OF THE NE 1/4 OF SECTION 13,
 TOWNSHIP 1 NORTH, RANGE 3 EAST, WM,
 AND IN THE SW 1/4 OF THE SW 1/4 OF SECTION 7,
 AND IN THE NW 1/4 OF THE NW 1/4 OF SECTION 18,
 TOWNSHIP 1 NORTH, RANGE 4 EAST, WM

MAY 16, 2018

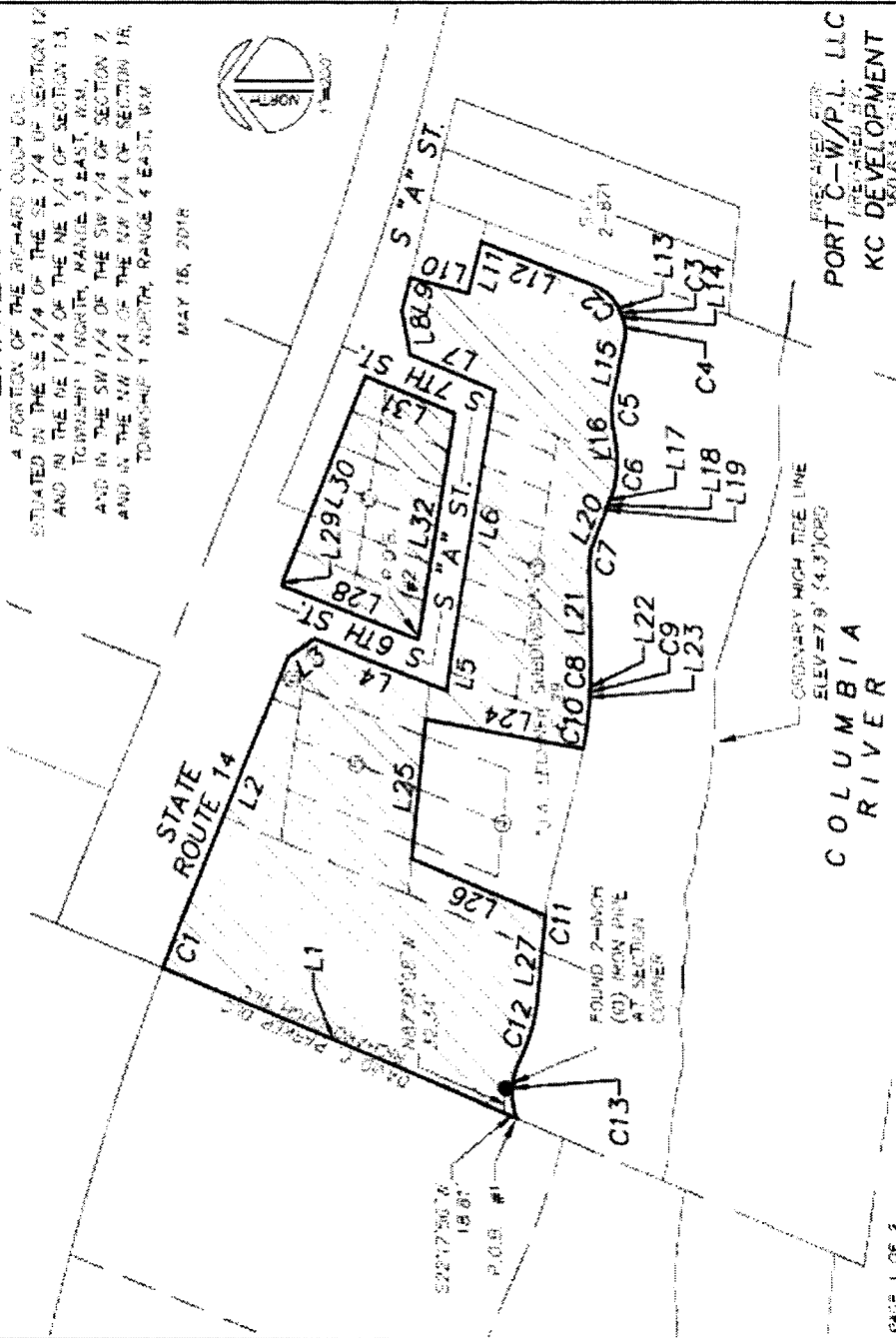


EXHIBIT "A"

A PORTION OF THE RICHARD OUGH D.L.C.,
SITUATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 12
AND IN THE NE 1/4 OF THE NE 1/4 OF SECTION 13,
TOWNSHIP 1 NORTH, RANGE 3 EAST, WM.,
AND IN THE SW 1/4 OF THE SW 1/4 OF SECTION 7,
AND IN THE NW 1/4 OF THE NW 1/4 OF SECTION 10,
TOWNSHIP 1 NORTH, RANGE 4 EAST, WM.

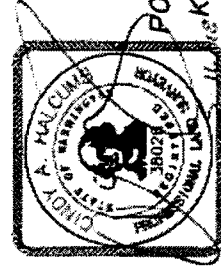
MAY 16, 2018

LINE DATA TABLE

NO	LENGTH	BEARING
L1	528.86'	N221°17'58"E
L2	378.88'	S67°32'23"E
L3	43.30'	S34°41'21"E
L4	195.62'	S20°51'12"W
L5	51.39'	S82°30'40"E
L6	357.21'	S80°18'37"E
L7	126.82'	N22°06'00"E
L8	60.20'	N79°05'33"E
L9	45.77'	N75°22'31"W
L10	83.11'	S14°37'29"W
L11	71.89'	S75°22'49"E
L12	166.13'	S20°42'09"W
L13	1.00'	N28°45'52"W
L14	1.00'	S17°04'15"E
L15	66.67'	N78°29'09"W
L16	21.92'	S80°53'53"W
L17	0.97'	N20°57'23"E
L18	13.90'	N67°55'42"W
L19	1.00'	S22°04'18"W
L20	42.79'	N67°55'42"W
L21	116.13'	S88°48'14"W
L22	1.00'	N02°38'32"E
L23	1.00'	S03°56'36"W
L24	222.50'	N101°17'57"E
L25	189.01'	N84°14'14"W
L26	200.86'	S22°17'01"W
L27	89.22'	N84°40'10"W
L28	200.42'	N20°51'32"E
L29	8.34'	S80°27'35"E
L30	296.14'	S67°32'23"E
L31	132.58'	S22°06'00"W
L32	307.49'	N80°37'33"W

CURVE DATA TABLE

NO	LENGTH	RADIUS	DELTA
C1	74.71'	3670.00'	01°09'59"
C2	47.40'	67.00'	40°31'59"
C3	13.47'	66.00'	11°41'37"
C4	33.43'	67.00'	28°35'08"
C5	51.45'	143.00'	20°36'58"
C6	77.12'	147.00'	30°03'30"
C7	41.83'	103.00'	23°16'05"
C8	40.00'	597.00'	3°50'19"
C9	13.89'	596.00'	1°20'06"
C10	70.56'	597.00'	6°46'17"
C11	18.22'	503.00'	2°04'32"
C12	92.25'	247.00'	21°23'57"
C13	79.06'	95.00'	47°40'43"



PREPARED FOR:
PORT C-W/P.L. LLC
PREPARED BY:
KC DEVELOPMENT
360.834.2519

EXHIBIT B

Park Area Legal Description

PARK PARCEL

MAY 15, 2018

A Portion of the Richard Ough Donation Land Claim, situated in the Southwest 1/4 of the Southwest 1/4 of Section 7, and in the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 1 North, Range 4 East of the Willamette Meridian, Clark County, Washington, being more particularly described as follows:

Beginning at the 2-Inch Iron Pipe marking the Southeast corner of said Section 12; thence N87°36'08"W, 32.34 feet to the East line of the David Parker Donation Land Claim; thence along said line, S22°17'56"W, 18.81 feet to a point of non-tangent curvature; thence along the arc of a 95.00 radius non-tangent curve concave to the Southeast, through a central angle of 47°40'43" (chord bears S87°06'54"E, 76.80 feet) a distance of 79.06 feet to a point of reverse curvature; thence along the arc of a 247.00 foot radius curve concave to the Northeast, through a central angle of 21°23'57" (chord bears S73°58'31"E, 91.72 feet) a distance of 92.25 feet to a point of tangency; thence S84°40'30"E, 89.22 feet to a point of curvature; thence along the arc of a 503.00 foot radius curve concave to the Southwest, through a central angle of 2°04'32" (chord bears S83°38'14"E, 18.22 feet) a distance of 18.22 feet to the True Point of Beginning; thence N22°17'01"E, 200.86 feet to the centerline of vacated South A Street between Blocks 4 and 5, J. A. Lechner Subdivision, a Plat of Record in Book E, Page 29, Clark County Plat Records; thence along said centerline, S84°14'14"E, 189.01 feet; thence leaving said centerline, S10°17'57"W, 222.50 feet at a point of non-tangent curvature; thence along the arc of a 597.00 foot radius curve concave to the Northeast, through a central angle of 3°27'20" (chord bears N77°31'25"W, 36.00 feet) a distance of 36.01 feet to a point of tangency; thence N75°47'45"W, 134.77 feet to a point of curvature; thence along the arc of a 503.00 foot radius curve concave to the Southwest, through a central angle of 3°25'58" (chord bears N77°30'44"W, 30.13 feet) a distance of 30.14 feet; thence on a radial bearing, N10°46'17"E, 1.00 feet to a point of concentric curvature; thence along the arc of a 504.00 foot radius curve concave to the Southwest, through a central angle of 1°35'18" (chord bears N80°01'22"W, 13.97 feet) a distance of 13.97 feet; thence on a radial bearing, S09°10'59"W, 1.00 feet; thence along the arc of a 503.00 foot radius curve concave to the Southwest, through a central angle of 1°46'57" (Chord bears N81°42'29"W, 15.65 feet) a distance of 15.65 feet to The True Point of Beginning.

Containing 1.000 Acres.

EXHIBIT C

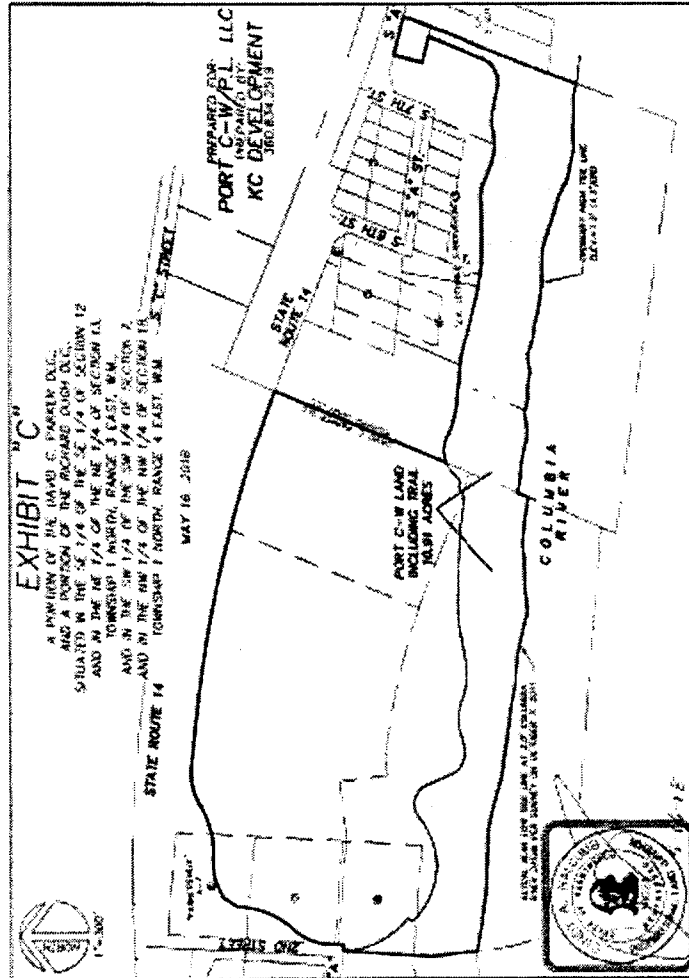


Exhibit H
POCW Master Plan



BUILDING PROGRAM

PARKER'S LANDING		NINEBARK APARTMENTS	
USE	UNITS	USE	UNITS
RESIDENTIAL	540 (9 BUILDINGS)	RESIDENTIAL	247 (9 BUILDINGS)
HOTEL	226		
SENIOR LIVING	139		
	SQUARE FEET		
RETAIL AND OFFICE	169,760 (16 BUILDINGS)		

Applicant:

Parkers Landing, LLC
Attn: Kristen Keipert Feldhusen
1615 SE 3rd Avenue
Portland, OR 97214
503-746-9171
kristenf@killianpacific.com

Property Owner:

Parkers Landing LLC / Port of C/W*
1615 SE 3rd Avenue
Portland, OR 97214

*The Port of Camas/Washougal will not be the owner of the project upon its completion.

Project Location:

South of SR-14 and North of the Columbia River between approximately 4th Street on the West and 7th Street on the East

Estimated Cost of Construction:

\$40,000,000.00

Parcel Numbers:

075108-088, 075108-098, 075108-096, 075108-094, 075108-092, 075108-086, 075108-084, 075108-090, 075108-052, 075108-050, 075108-048, 075108-046, 075108-042, 075108-044, 075108-054, 075108-058, 075108-060, 075108-064, 075108-076, 075108-074, 075108-072, 075108-070, 075108-068, 075108-066, 075108-078, 075108-082, 071419-002, 071797-000, 075109-019

Residential Target Area:

Waterfront Commercial District

Findings pursuant to WMC 3.58.060(1)
Waterfront commercial district – Standards and guidelines

Criteria:

(a) Size. The project shall include at least four new or additional units of multifamily housing located in a minimum two-story building.

Finding:

The proposed project contains 242-units in eight (8) three-story buildings.

Criteria:

(b) Unit Type. All residential units within the project shall contain private kitchen and bathroom facilities.

Finding:

All proposed units contain private kitchen and bathroom facilities.

Criteria:

(c) Parking. All multifamily units regardless of the underlying zone shall include a minimum of one off-street parking space per unit, which shall be located on the property. All parking areas shall be screened from current and future state highways, public trails and walkways, and public and private streets by a landscape buffer consistent with the provisions of WMC Title 18 or an applicable development agreement. Parking areas adjacent to private streets that serve as access to parking drive aisles located on both sides of the private street are not subject to this requirement. Alternative parking screening may be approved as part of the contract agreement.

Finding:

The proposed project includes a minimum of one (1) off-street parking space per unit, with a total of 393 off-street parking spaces proposed. Exhibit F, sheets L2.10 through L5.20, shows all parking areas between the proposed buildings and public right-of-way will be screened with a mixture of shrubs and groundcover materials, of which 80 percent will be evergreen, and trees, of which at least 80 percent will be deciduous. A clear view between three and eight feet above the ground will be maintained to provide adequate sight distance.

Criteria:

(d) Building Design. All buildings shall meet the design standards for the zoning district or applicable development agreement. Additionally, all exterior walls visible from current and future state highways, public and private streets, public trails and walkways, and internal vehicular and pedestrian ways shall not be blank walls, and shall incorporate window glazing and at least two of the following features: wood, stone, or metal. Variety of treatments is encouraged for different elevations and when there are multiple buildings in the project. Building elevations shall be approved as part of the contract agreement. Alternative exterior wall elevation features may be approved as part of the contract agreement.

Finding:

As shown in Exhibit F, sheets A2.05 through A2.40, the eight (8) multifamily apartment buildings and single clubhouse building proposed with the project meet the architectural design standards of the existing development agreement for the underlying property (attached as Exhibit G). Proposed multifamily apartment buildings include unique architectural details such as recessed entrances, varying roof pitches and elevations, juliet balconies, storefront style sliding door systems and varying window sizes. Multifamily apartment buildings are proposed to be constructed of high-quality materials including varying colors of vertical wood and composite shingle siding, composite asphalt shingle roofing and metal panel balconies. Views of rooftop mechanical units are shielded from SR-14 through the use of metal screens. The clubhouse building also includes unique architectural details such as cathedral style windows, a standing seam metal roof, varying colors of vertical wood siding, steel sunshade canopies and a roll-up garage door.

As previously identified, the proposed multifamily apartment buildings do not include blank walls, and instead include windows of varying sizes on all sides, juliet balconies, and storefront

style sliding door systems. All buildings are to be constructed with varying colors of vertical wood and composite shingle siding. The proposed clubhouse also includes varying colors of vertical wood siding, as well as cathedral style windows throughout.

Criteria:

(e) Mixed-Use, General Requirements. The project shall consist of a vertical mixed-use building or buildings, or shall consist of a master-planned mixed-use development.

Finding:

The project, together with the POCW master plan shown in Exhibit H, is the subject of an existing development agreement for the underlying property (attached as Exhibit G). This development agreement, as well as its first addendum, contemplates the development of both the applicant's project and the POCW master plan within the Parkers Landing area of the City of Washougal. The project, together with the POCW master plan, will provide an overall master-planned mixed-use development within the Waterfront Commercial District.

Per the first addendum (included with Exhibit G) between the City, the applicant, and the POCW, the land use and master-site planning between the applicant and the POCW has occurred, and the commercial use requirements of this chapter are satisfied.

Criteria:

(f) Vertical Mixed-Use Projects. Each building shall include at least four new or additional units of multifamily housing located in a minimum two-story mixed-use building. The nonresidential mixed-use shall occupy at a minimum the ground floor along the street frontage with a depth of at least 30 feet for any building in the project. This requirement may be modified by the contract agreement.

Finding:

The project is a master-planned mixed-use development; therefore, this criterion is not applicable.

Criteria:

(g) Master-Planned Mixed-Use Developments. The project shall include at least four new or additional units of multifamily housing located in a master-planned mixed-use site which shall include a minimum of one-third of the site area set aside for commercial development, which shall be limited to commercial buildings and related commercial parking. Parking areas that serve both commercial and residential uses shall not be counted toward the one-third requirement. Residential buildings shall be a minimum of two stories. Vertical mixed-use buildings are permitted in the commercial area provided the ground floor is nonresidential. The project shall contain a minimum 15 percent landscape area. Residential and commercial areas shall be part of a cohesive site plan, to include vehicular and pedestrian connectivity, pursuant to contract agreement.

Finding:

As identified in Exhibit E, the applicant's proposed project includes 242 multifamily housing units within eight (8) three-story buildings. The project, together with the POCW master plan shown in Exhibit H, shall include the minimum required amounts of commercial buildings and related commercial parking. Vertical mixed-use buildings proposed within the POCW master plan will maintain nonresidential uses on the ground floor. As identified in Exhibit F, sheets L2.10 through L5.20, a minimum 15 percent of the applicant's project site area will be landscaped. The POCW master plan will also contain a minimum 15 percent landscape area as required. The realignment of S A Street will provide vehicular and pedestrian connectivity between the applicant's project and the POCW master plan. The existing POCW waterfront trail will provide additional pedestrian connectivity between the project and the POCW master plan.

Per the first addendum (included with Exhibit G) between the City, the applicant, and the POCW, the land use and master-site planning between the applicant and the POCW has occurred, and the commercial requirements of this chapter are satisfied.

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/25/2021

SUBJECT:

Board and Commission Appointments Process

DEPT. OF ORIGIN:

Administration

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

No

ATTACHMENTS:

▢ **Boards and Commissions Appointments.pdf**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

Boards and Commissions Appointments

January 25, 2021 Worksession



City of Washougal

Boards and Commissions Appointments

What We Will Cover:

- ❖ Statutory and/or Code establishment
- ❖ Number of members and eligibility
- ❖ Terms
- ❖ Appointment Authority
- ❖ Appointment Process



Boards and Commissions Appointments (Established by RCW)

Name	#	Term	Appointment Authority	Process
Planning Commission RCW 35.63, WMC 2.12	7 *RCW: 3-12 *WMC: 6 residents, 1 can be from UGA	4-years *RCW: 4 or 6 years *City pre-empted from imposing term limits	Mayor with Council approval *RCW & WMC	*No specific process required (Mayor's discretion per RCW) *Informal practice of soliciting applicants when vacancies arise
Civil Service Commission RCW 41.08 & 41.12, WMC 2.16	3 *RCW: US citizen, 3-year resident of City, registered voter *RCW/WMC: no more than 2 from same party	6-years *RCW & WMC *City pre-empted from imposing term limits	City Manager no Council role *RCW & WMC	*No specific process required (Manager's discretion per RCW) *Informal practice of soliciting applicants when vacancies arise



Boards and Commissions Appointments (Established by RCW)

Name	#	Term	Appointment Authority	Process
Salary Commission RCW 35.21.015, WMC 2.18	5 *RCW & WMC: residents & registered voters	4-years *WMC: # of years, City has discretion on length of term *RCW: Limit 2 terms	Mayor with Council approval *RCW & WMC	*No specific process required (Mayor's discretion per RCW) *Informal practice of soliciting applicants when vacancies arise
Lodging Tax Advisory Committee RCW 67.28.1817 WMC 3.76.070	7 *RCW minimum 5, specific categories *WMC provides for 7 (5 voting) *Note: we need to change the code, we have some discrepancies with RCW re: the non-voting members	Indefinite Term *RCW and WMC call for annual review and changes as appropriate	Mayor with Council approval *RCW provides appointment authority to Council *WMC prescribes the Mayor as appointing authority with Council approval *Note: we need to change the code, it currently says Mayor	*No specific process required (appointing authority's discretion per RCW) *Council's discretion re: any required process *Limited pool of tax- payers makes application process moot for those members *Annual review required



Boards and Commissions Appointments (Established by WMC)

Name	#	Term	Appointment Authority	Process
Cemetery Board Authorized by RCW 68.52.050 but not required (WMC 2.44 establishes)	5 *WMC: 4 residents, 1 can be non-resident	4-years *Practice *Need to change the code to add the term *Council could set term limits	City Manager no Council role *RCW Note: we need to change the code, it currently says Mayor	*No specific process required (Manager's discretion per RCW) *Informal practice of soliciting applicants when vacancies arise
Board of Park Commissioners WMC 2.20	7 *WMC: 6 residents, 1 can be from UGA	3-years *WMC *Council could set term limits	Mayor with Council approval *WMC	*No specific process required (Mayor's discretion per WMC) *Council could specify process in WMC *Informal practice of soliciting applicants when vacancies arise
Arts Commission WMC 2.120	5-9 *WMC: min 2 residents; majority residents, business owners or work in City; seek diverse arts backgrounds	3-years *WMC *Council could set term limits	Mayor with Council approval *WMC	*No specific process required (Mayor's discretion per WMC) *Council could specify process in WMC *Informal practice of soliciting applicants when vacancies arise



Boards and Commissions Appointments

❖ Questions and Council Discussion



Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/25/2021

SUBJECT:

2021 Mayor and Council Elections

DEPT. OF ORIGIN:

Administration

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

No

ATTACHMENTS:

▢ **Mayor and Council Elections 2021.pdf**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

Mayor and Council Elections 2021

January 25, 2021 Update to Council



City of Washougal

Mayor and Council Elections 2021

What We Will Cover:

- ❖ Implementation of Proposition 9
- ❖ Review each Council position's status in 2021 elections



Mayor and Council Elections 2021

Implementation of Proposition 9:

- ❖ RCW 35A.13.033 reads in relevant part: " If a majority of those voting on the proposition cast a positive vote, then at all subsequent general elections at which position one is on the ballot, the person who is elected to position one shall become the chair **upon taking office.**"
- ❖ Position 1 (Mayor) is on the 2021 ballot cycle (May filing, August primary, November general election) for a 4-year term
- ❖ Person elected will take office as Mayor in late November 2021 upon certification of the election results, and will serve through 2025
- ❖ Position 1 will be vacant after March 2021 (Councilmember Boger resignation after Q1)



Mayor and Council Elections 2021

Council Position 1 Vacancy:

- ❖ Council rules provide for advertisement for vacancy and process for appointment of new councilmember
- ❖ Assuming appointment will be made in early April 2021
- ❖ Appointed individual serves until the person elected to Mayor (Council Position1) takes office in late November 2021
- ❖ Appointed person can choose to run for Mayor or another Council position that is on the 2021 ballot cycle, or, to only serve for the ~ 7-8 months until late November 2021



Mayor and Council Elections 2021

Mayor (Council Position 1):

- ❖ Position 1 (Mayor) is on the 2021 ballot cycle (May filing, August primary, November general election)
- ❖ Person elected will take office as Mayor in late November 2021 upon certification of the election results (RCW 35A.13.033)
- ❖ Incumbent councilmembers with terms expiring after 2021 can run for Mayor without forfeiting their current council position
- ❖ Incumbent councilmembers with terms expiring in 2021 and other eligible Washougal residents can run for Mayor or another council position on the 2021 ballot cycle



Mayor and Council Elections 2021

Council Positions 2, 4 and 7:

- ❖ Terms expire December 2023
- ❖ On the 2023 ballot cycle



Mayor and Council Elections 2021

Council Positions 3 and 6:

- ❖ Terms expire December 2021
- ❖ On the 2021 ballot cycle
- ❖ Elected individuals serve 4-year term 2022-2025



Mayor and Council Elections 2021

Council Position 5:

- ❖ Term expires December 2023
- ❖ Position 5 is on the 2021 ballot cycle (due to vacancy and appointment in 2020)
- ❖ Person elected will take office in late November 2021 upon certification of election results and will serve the remainder of the term through December 2023
- ❖ Position 5 on the 2023 ballot cycle



Mayor and Council Elections 2021

❖ Questions/Discussion

