



## **CITY COUNCIL REGULAR MEETING AGENDA**

**Monday, December 5, 2016, 7:00 PM**

**City Municipal Center, 616 NE 4th Avenue**

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NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

### **I. CALL TO ORDER**

### **II. PLEDGE OF ALLEGIANCE**

### **III. ROLL CALL**

### **IV. PUBLIC COMMENTS**

### **V. CONSENT AGENDA**

- A. Approve the minutes of the November 21, 2016, Camas City Council Meeting and the Workshop minutes of November 21, 2016.

 [November 21, 2016 Camas City Council Workshop Minutes - Draft](#)

[November 21, 2016 Camas City Council Regular Minutes - Draft](#)

- B. Approve the automated clearing house and claim checks as approved by the Finance Committee.

- C. Authorize the Mayor to sign this agreement between Pahlisch Homes and the City to establish view corridors for two lots of the Lake Hill Subdivision (Submitted by Robert Maul)

 [Lake Hills View Corridor Staff Report](#)

[Vegetation Removal and Maintenance Agreement and Covenant](#)

- D. Authorize the Fire Department to double fill a firefighter position for a period of four months, beginning in January 2017. This allows the department to prepare for a pending April 2017 retirement of a firefighter by getting the new hire enrolled in the January 2017 State Fire Academy. This was discussed at the November 21, 2016 City Council Workshop. (Submitted by Nick Swinhart)

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

### **VI. NON-AGENDA ITEMS**

- A. Staff
- B. Council

## VII. MAYOR

### A. Announcements

## VIII. MEETING ITEMS

### A. Ordinance No. 16-026 Amending the 2016 Budget

Details: In reviewing the 2016 City of Camas Budget, six items are recommended by staff to amend. There are four administrative items: correction for two operating transfers, setting up a new Capital Fund for the Water/Sewer Utility Fund, and reallocating the payroll for the Utility Manager. In addition, there are two supplemental items: increasing the budget for Fire and Emergency Medical Services (EMS) overtime and correcting indirect costing budget for the Cemetery. As provided by the Revised Code of Washington (RCW) 35A.34, City Council held a public hearing regarding the budget amendments on November 21, 2016. The record remained open, so the public hearing will be resumed, giving the public the opportunity for any additional comments. Upon closure of the public hearing, City Council has the opportunity to consider Ordinance No. 16-026.

Presenter: Cathy Huber Nickerson, Finance Director

Recommended Action: Staff recommends Council move to adopt Ordinance No. 16-026 and publish according to law.

 [Ordinance No. 16-026 Amending Budget Ordinance-Fall Omnibus](#)

[Attachment A 2016 Fall Omnibus](#)

### B. Ordinance No. 16-027 Amending Camas Municipal Code (CMC) 12.36.030 Relating to Gates on Private Streets or Driveways

Details: An ordinance amending the exception for compliance with gate code requirements from those gates serving only one residential dwelling, to those serving less than three.

Presenter: Ron Schumacher, Fire Marshal

Recommended Action: Staff recommends Council move to adopt Ordinance No. 16-027 and publish according to law.

 [Ordinance No. 16-027 Amending CMC 12.36.030 Gates - Applicability of Provis](#)

### C. Ordinance No. 16-028 Adopting Chapter 8.60, Outdoor Burning, to the CMC

Details: An ordinance adopting Chapter 8.60 relating to Outdoor Burning to the CMC.

Presenter: Ron Schumacher, Fire Marshal

Recommended Action: Staff recommends Council move to adopt Ordinance No. 16-028 and publish according to law.

 [Ordinance No. 16-028 Adopting Chapter 8.60 Outdoor Burning to the CMC](#)

### D. Ordinance No. 16-029 Amending CMC 15.40 Relating to Blasting

Details: An ordinance to revise the title and adopt clarification amendments to CMC 15.40 as related to blasting activity.

Presenter: Ron Schumacher, Fire Marshal

Recommended Action: Staff recommends Council move to adopt Ordinance No. 16-029 and publish according to law.


 [Ordinance No. 16-029 Amending CMC 15.40 as Related to Blasting Activity](#)

### E. Ordinance No. 16-030 Amending CMC 15.04.030 D to Adopt Revisions to the International Fire Code (IFC).

Details: An ordinance amending CMC 15.04.030D to adopt revisions to the IFC as related to the use of alarm and detecting systems, sky lantern use, and administrative changes to code numbers.

Presenter: Ron Schumacher, Camas-Washougal Fire Marshal

Recommended Action: Staff recommends Council move to adopt Ordinance No. 16-030 and publish according to law.

 [Ordinance 16-030 Amending CMC 15.04.030 D by Adopting Revisions to the IF](#)

- F. Ordinance No. 16-031 Granting Astound Broadband LLC DBA Wave a Non-Exclusive Franchise for the Transmission of Telecommunications in, through, over and under the Rights-of-Way of the City of Camas

Details: In 2013, the City entered into a franchise agreement, Ordinance No. 2673, with Sawtooth Technologies, LLC. Sawtooth was the recipient of a Gates Grant to install fiber optic cable for K-20 educational purposes. Fiber was ran to places such as the Camas Public Library and Liberty Middle School. Sawtooth has been purchased by Astound Broadband. As such, Ordinance No. 16-031 provides a valid agreement, per CMC Chapter 5.45, for Astound to own, operate and maintain the fiber optic lines installed by Sawtooth. Furthermore, Astound intends to run fiber optic lines for end users such as Camas High School, the newly proposed Lacamas Elementary School on NE 232nd Avenue and other end users. This ordinance prohibits Astound from providing cable television service. A public hearing was held during the November 21, 2016 Regular Council Meeting. There was no public testimony received.

Presenter: James Carothers, Engineering Manager

Recommended Action: Staff recommends Council move to adopt Ordinance No. 16-031 and publish according to law.

 [Ordinance No. 16-031 Astound Broadband Franchise](#)

## **IX. PUBLIC COMMENTS**

## **X. ADJOURNMENT**

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.



## **CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT**

**Monday, November 21, 2016, 4:30 PM**

**City Municipal Center, 616 NE 4th Avenue**

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### **I. CALL TO ORDER**

Mayor Scott Higgins called the meeting to order at 4:31 p.m.

### **II. ROLL CALL**

Present: Greg Anderson, Bonnie Carter, Don Chaney, Tim Hazen, Melissa Smith and Shannon Turk

Excused: Steve Hogan

Staff: Sam Adams, Bernie Bacon, Phil Bourquin, Bob Busch, Pete Capell, James Carothers, Steve Carroll, Sarah Fox, Jennifer Gorsuch, Ole Helland, Cathy Huber Nickerson, Mitch Lackey, Ken Murray, Heather Rowley, Ron Schumacher, Nick Swinhart, Connie Urquhart, Steve Wall and Alicia Pacheco (intern)

Press: No one from the press was present

### **III. PUBLIC COMMENTS**

Paul Greenlee, 1701 C Street, Washougal, commented about the Regional Transportation Council (RTC).

Casey O'Dell, 26703 SE 5th Street, Camas, commented about outdoor burning.

### **IV. WORKSHOP TOPICS**

- A. Wastewater Treatment Plant (WWTP) Outstanding Performance Award  
Details: In 2015, City staff was successful in operating the WWTP within full compliance of the National Pollutant Discharge Elimination System Permit (NPDES) issued by the Department of Ecology. As a result of the WWTP's dedicated staff and hard work in achieving full permit compliance, the City is a recipient of Ecology's WWTP Outstanding Performance award for 2015. To receive the award, the treatment plant passed all environmental tests, analyzed all samples, turned in all state-required reports and avoided permit violations during 2015. Only roughly one-third of the treatment plants in the State receive the award each year. This is the first year since 2007 that the City has received the Compliance Award. A representative from the Department of Ecology was at the meeting to present the award to the City.

Presenter: Steve Wall, Public Works Director

Rich Doenges from the Department of Ecology presented the Wastewater

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Treatment Plant (WWTP) Outstanding Performance Award to the City of Camas.

B. Public Works Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Steve Wall, Public Works Director

Wall provided an update about repairs to the NE 3rd Avenue bridge.

Wall commented about the corridor analysis presentation that will be placed on a future Council agenda.

Wall stated that the Transportation Improvement Board (TIB) has approved a grant to extend Camas Meadows Drive.

C. Urban Tree Program and the Department of Natural Resources (DNR) Interagency Agreement

Details: An overview of the Urban Tree Program was presented during the October 3, 2016 Council Workshop. Staff provided an update about the project, which included a request for approval of a professional services agreement with Davey Resource Group for \$14,715 and an amendment to the DNR Interagency Agreement.

Presenter: Sarah Fox, Senior Planner

 [Department of Natural Resources \(DNR\)](#)  
[Interagency Agreement](#)  
[Davey Resource Group Agreement](#)

These items were also placed on the November 21, 2016 Consent Agenda for Council's consideration.

D. Community Development Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Phil Bourquin, Community Development Director

Bourquin commented about the November 15, 2016 Planning Commission meeting.

E. Draft Ordinance Adopting a New Chapter 8.60 of the Camas Municipal Code (CMC) Relating to Outdoor Burning

Details: Staff proposed a revision to the CMC, Chapter 8 Health and Safety to include Chapter 8.60 relating to outdoor burning requirements and restrictions.

Presenter: Ron Schumacher, Camas-Washougal Fire Marshal


 [Draft Ordinance for CMC Chapter 8.60 Outdoor](#)  
[Burning](#)

This item will be placed on the December 5, 2016 Regular Meeting Agenda for Council's consideration.

- F. Draft Ordinance Amending Camas Municipal Code (CMC) 12.36.030 Relating to Gates on Private Streets or Driveways

Details: Staff proposed amending CMC 12.36.030 to revise the exception for compliance with gate code requirements from those gates serving only one residential dwelling, to those serving less than three residential dwellings. This revision will address the fact that the topography in the City makes compliance with the current code challenging.

Presenter: Ron Schumacher, Camas-Washougal Fire Marshal


 [Draft Ordinance CMC 12.36.030 - Gates](#)  
[Redlined Ordinance CMC 12.36.030 - Gates](#)

This item will be placed on the December 5, 2016 Regular Meeting Agenda for Council's consideration.

- G. Draft Ordinance Amending Camas Municipal Code (CMC) 15.40 Relating to Blasting

Details: Staff proposed amending CMC 15.40 to revise the title and adopt clarification amendments relating to blasting activity.

Presenter: Ron Schumacher, Camas-Washougal Fire Marshal


 [Draft Ordinance Amending CMC Chapter 15.40 - Blasting](#)  
[Redlined CMC Chapter 15.40 - Blasting](#)

This item will be placed on the December 5, 2016 Regular Meeting Agenda for Council's consideration.

- H. Draft Ordinance Amending Camas Municipal Code (CMC) 15.04.30 D Relating to Adopting Revisions to the International Fire Code (IFC)

Details: Staff proposed amending CMC 15.04.30 D to revise code numbers and include the addition of IFC alarm and detecting systems and sky lantern use.

Presenter: Ron Schumacher, Camas-Washougal Fire Marshal

 [Draft Ordinance Amending 15.04.030 D Adopting IFC Revisions](#)  
[Redlined CMC Chapter 15.04.030 D](#)

This item will be placed on the December 5, 2016 Regular Meeting Agenda for Council's consideration.

- I. Utility Tax Discussion

Details: Staff provided a summary of outreach results to Council, including the Utility Tax Open House held on November 10, 2016.

Presenter: Cathy Huber Nickerson, Finance Director and Pete Capell, City Administrator

Staff updated Council about the feedback received regarding the proposed Utility


Tax.

Discussion ensued, which resulted in a consensus by Council to remove the Utility Tax public hearing and ordinance from the November 21, 2016 Regular Meeting Agenda.

J. 2017-2018 Recommended Capital Budget

Details: Staff reviewed the 2017-2018 Recommend Capital Budget, as well as the proposed funding sources. The 2017-2018 Recommended Capital Budget includes 50 projects for a total of \$45 million. These projects include Water, Sewer, Transportation, Storm Water, Parks, General Government and vehicle replacements.

Presenter: Cathy Huber Nickerson, Finance Director

 [2017-2018 Recommended Capital Budget](#)  
[Capital Projects Program - 2017-2018 Final](#)

Staff responded to questions from Council.

A public hearing for the 2017-2018 Biennial Budget was also placed on the November 21, 2016 Regular Meeting Agenda followed by an ordinance for Council's consideration.

K. City Administrator Miscellaneous Updates and Scheduling

Details: This is a placeholder for miscellaneous or scheduling items.

Presenter: Pete Capell, City Administrator

Capell commented about the merger of the City's recreation program with Camas School District.

Capell asked Council for direction regarding a position in the Fire Department and discussion ensued.

He also sought direction for a potential purchase of property and discussion ensued.

Capell stated the annual planning conference has been scheduled for January 27-28, 2017.

Capell updated Council about changes to the November 21, 2016 Regular Meeting Agenda.

Capell informed Council that he will not be present at the December 2016, Council meetings.

L. Stormwater Management Program (SWMP) Annual Review

Details: Yearly review of the SWMP is a requirement of the City's National Pollutant Discharge Elimination System (NPDES) Phase 2 Permit. Staff proposed

that, in accordance with this permit, public comments be solicited at this time. Comments will be reviewed by staff during the months of December 2016 and January 2017. The revised report will be reviewed with Council and comments should once again be requested from the public at a February 2017, Council Workshop. The updated report will be posted on the City's website no later than March 31, 2017.

Presenter: James Carothers, Engineering Manager

 [2016 Stormwater Management Program](#)

Mayor Higgins invited comments from the public.

No one from the public wished to speak.

## **V. COUNCIL COMMENTS AND REPORTS**

Anderson attended the C-TRAN meeting. He will be attending meetings for East County Fire and Rescue (ECFR), C-TRAN and Washington State Department of Transportation (WSDOT).

Chaney commented about Emergency Medical Services (EMS) write-offs and Cooper's View Park.

Chaney, Turk and Mayor commented about the Camas High School girls soccer team winning the state championship.

Hazen and Turk commented about the Finance Committee.

Carter attended the Planning Commission Meeting.

Smith attended the Law Enforcement Officers and Fire Fighters (LEOFF) Disability Board Meeting and stated the next meeting is scheduled for December 9, 2016.

## **VI. PUBLIC COMMENTS**

No one from the public wished to speak.

## **VII. ADJOURNMENT**

The meeting adjourned at 5:55 p.m.

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.





## **CITY COUNCIL REGULAR MEETING MINUTES - DRAFT**

**Monday, November 21, 2016, 7:00 PM**

**City Municipal Center, 616 NE 4th Avenue**

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### **I. CALL TO ORDER**

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

### **II. PLEDGE OF ALLEGIANCE**

### **III. ROLL CALL**

Present: Greg Anderson, Bonnie Carter, Don Chaney, Tim Hazen, Steve Hogan, Melissa Smith and Shannon Turk

Staff: Sam Adams, Bernie Bacon, Phil Bourquin, Pete Capell, James Carothers, Sherry Coulter, Jennifer Gorsuch, Cathy Huber Nickerson, Shawn MacPherson, Heather Rowley, Connie Urquhart, Steve Wall and Alicia Pacheco (intern)

Press: Heather Acheson, Camas-Washougal Post-Record

Mayor Higgins announced that Item F. will be removed from the agenda and will be placed on a future Regular Meeting Agenda.


**A motion was made by Council Member Turk, seconded by Council Member Hazen, that the public hearing for Ordinance No. 16-024 be continued to a date to be set no later than June 1, 2017. The motion carried unanimously.**

### **IV. PUBLIC COMMENTS**

No one from the public wished to speak.

### **V. CONSENT AGENDA**

- A. Approved the minutes of the November 7, 2016, Camas City Council Meeting and the Workshop minutes of November 7, 2016.

 [November 7, 2016 Camas City Council Workshop Meeting Minutes - Draft](#)  
[November 7, 2016 Camas City Council Regular Meeting Minutes - Draft](#)

- B. Approved the automated clearing house and claim checks numbered 131462 - 131580 in the amount of \$413,760.08.

- C. Authorized the write-off of the October 2016 Emergency Medical Services (EMS) billings in the amount of \$101,030.87. This was the monthly uncollectable balance

of Medicare and Medicaid accounts that were not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (Submitted by Pam O'Brien)

- D. Authorized the Mayor to sign an amendment to the Department of Natural Resources (DNR) Interagency Agreement, which extended the performance period of the grant from May 31, 2017, to May 31, 2018. (Submitted by Sarah Fox)

 [Department of Natural Resources \(DNR\) Interagency Agreement](#)

- E. Authorized the Mayor to sign a professional services agreement with Davey Resource Group to provide consulting arborist services in support of the Urban Tree Program in the amount of \$14,715. (Submitted by Sarah Fox)

 [Davey Resource Group Agreement](#)

- F. Authorized Pay Estimate No. 5, Final, to Paul Brothers, Inc. for Cooper's View Park in the amount of \$23,151.90, accepted project as complete and commenced the one year warranty period for landscaping maintenance and plant replacement. The final pay estimate total was 6% over the awarded construction bid. Total project expenditures were \$11,606 under the budgeted amount. The funding and expenditures detail spreadsheets are attached. (Submitted by James Carothers)

 [Cooper's View Park Final Pay Estimate](#)  
[Cooper's View Revenue & Expenditure Summary](#)

**It was moved by Council Member Carter, seconded by Council Member Smith, to approve the Consent Agenda. The motion carried unanimously.**

## **VI. NON-AGENDA ITEMS**

- A. Staff

There were no comments from staff.

- B. Council

Hogan commented about the Camas High School girls soccer team winning the state championship.

Carter wished everyone a happy Thanksgiving. She also stated that Hometown Holidays is scheduled for December 2, 2016.

Chaney commented about the proposed Utility Tax.

## **VII. MAYOR**

- A. Announcements

Mayor Higgins commented about the Camas High School football semi-final game scheduled for November 26, 2016.

B. Mayor's Volunteer Spirit Award

 [November 2016 Gene Marlow](#)

Mayor Higgins presented Gene Marlow with a Volunteer Spirit Award.

## VIII. MEETING ITEMS

A. Ordinance No. 16-019 Revising Camas Municipal Code (CMC) Chapter 14.02 Relating to Stormwater Control

Details: The City's current National Pollution Discharge Elimination System (NPDES) Stormwater Permit issued by the Department of Ecology requires the City to adopt the latest Stormwater Management Manual for Western Washington (SWMMWW) and Low Impact Development principles for new development and redevelopment. This ordinance resolves this requirement, removes duplicative language already cited in the SWMMWW and adds clarifying language regarding the ownership and maintenance of private stormwater facilities.

Presenter: Sam Adams, Utilities Manager

 [Ordinance No. 16-019 Adopting a Revised CMC Chapter 14.02](#)


**It was moved by Council Member Turk, seconded by Council Member Smith, that Ordinance No. 16-019 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Turk, seconded by Council Member Smith, that Ordinance No. 16-019 be adopted and published according to law. The motion carried unanimously.**

B. Public Hearing for NE Dallas Street Community Development Block Grant (CDBG) Proposed Application

Details: Conducted a public hearing to provide citizens an opportunity to give public testimony regarding the submittal of a 2017 grant application for road rehabilitation, sidewalk and ADA access improvements, and replacement of water and sewer mains and services on NE Dallas Street from NE 17th Avenue to NE 21st Avenue.

Presenter: James Carothers, Engineering Manager

 [2017 CDBG Project Map](#)  
[2017 CDBG Application Memo](#)  
[Eligible CDBG Areas Map](#)

Mayor Higgins opened the public hearing at 7:16 p.m.

The following members of the public offered testimony:

Ron Durkee, 1238 NE 4th Avenue, Camas  
Dena Hooser, 503 NE 19th Avenue, Camas

The public hearing was closed at 7:23 p.m.

**It was moved by Council Member Chaney, seconded by Council Member Smith, to direct staff to submit an application for the NE Dallas Street improvements to the 2017 Community Development Block Grant (CDBG). The motion carried unanimously.**


- C. Public Hearing for Astound Broadband, LLC Franchise Agreement  
Details: Conducted a public hearing to provide citizens an opportunity to give public testimony regarding the proposal of an ordinance to establish an agreement between the City of Camas and Astound Broadband, LLC. This ordinance allows Astound Broadband to install, operate and maintain fiber optic telecommunication lines within the City of Camas rights-of-way. This agreement prohibits Astound Broadband from providing cable television service.  
Presenter: James Carothers, Engineering Manager

 [Draft Ordinance Astound Franchise Agreement](#)

Mayor Higgins opened and closed the public hearing at 7:28 p.m. No one from the public wished to speak.

**It was moved by Council Member Smith, seconded by Council Member Carter, to place the Astound Broadband franchise agreement ordinance on the December 5, 2016 Regular Meeting Agenda. The motion carried unanimously.**

- D. Ordinance No.16-025 Repealing Chapter 2.68 of the Camas Municipal Code (CMC)  
Details: Staff proposed to delete Chapter 2.68 of the CMC titled Personnel Vacations and Leaves of Absences in its entirety. The material will be covered in the bargaining contracts and employee handbook.  
Presenter: Pete Capell, City Administrator

 [Ordinance 16-025 Repealing CMC 2.68  
Current Chapter 2.68 Personnel Vacations and  
Leaves of Absence  
Worker's Compensation for on the Job Injuries](#)

**It was moved by Council Member Smith, seconded by Council Member Carter, that Ordinance No. 16-025 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Smith, seconded by Council Member Carter, that Ordinance No. 16-025 be adopted and published according to law. The motion carried unanimously.**


- E. Resolution No. 16-019 Amending the City of Camas Fee Schedule as Adopted by Resolution No. 16-017  
Details: The 2017 City of Camas fee schedule reflects increases of 1.5% cost of living based upon the Portland/Vancouver Consumer Price Index (CPI) as of August 2016, and rounded to the nearest dollar.  
Presenter: Cathy Huber Nickerson, Finance Director

 [Resolution No. 16-019 Revising the Fee Schedule for 2017](#)

**It was moved by Council Member Turk, seconded by Council Member Smith, that Resolution No. 16-019 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Turk, seconded by Council Member Smith, that Resolution No. 16-019 be adopted. The motion carried unanimously.**

- G. Resolution No. 16-018 Finding and Declaring a Substantial Need for Using the 101% Limit Factor Under Revised Code of Washington (RCW) Chapter 84.55  
Details: The current implicit price deflator (IPD) limit is under 1% at .953%. This resolution allows Council to approve a 1% property tax increase for the 2017 property tax levy by declaring the City has a "substantial need" for the full 1% to help fund public safety, transportation, parks and recreation and facilities.  
Presenter: Cathy Huber Nickerson, Finance Director

 [Resolution No. 16-018 Substantial Need for 2017 Property Tax Levy](#)

**It was moved by Council Member Smith, seconded by Council Member Carter, that Resolution No. 16-018 be read by title only. The motion carried unanimously.**

**A motion was made by Council Member Smith, seconded by Council Member Carter, that Resolution No. 16-018 be adopted. The motion passed by the following vote:**

**Yes:** Council Member Anderson, Council Member Carter, Council Member Chaney, Council Member Hazen, Council Member Hogan, Council Member Smith and Council Member Turk


- H. Public Hearing for 2017 Property Tax Levy  
Details: This public hearing provided citizens an opportunity to give public testimony regarding the 2017 General Fund Levy, the Emergency Medical Services (EMS) Levy and the Voted Library Bond Levy. If Council elected to not approve the Utility Tax ordinance, the General Fund Levy was recommended to increase by the implicit price deflator (IPD) rate of .953% and by .047% for substantial need for the total increase to the lawful limit of 1%. If Council had approved the Utility Tax Ordinance, the General Fund Levy was recommended to

be reduced by \$264,000 after increasing the levy by the lawful limit of 1%. The EMS Levy was recommended to increase by the IPD rate of .953% and by .047% for substantial need for the total increase to the lawful limit of 1%. The Voted Library Bond Levy was recommended at the 2017 debt service obligation.

Presenter: Cathy Huber Nickerson, Finance Director

Mayor Higgins opened and closed the public hearing at 7:36 p.m. No one from the public wished to speak.


- I. Ordinance No. 16-020 2017 Ad Valorem Taxes for the General Fund  
Details: Council considered two property tax ordinances for the General Fund. The first ordinance provided for 1% increase after approving Resolution No. 16-018, as provided by law. If Council had approved Ordinance No. 16-024 authorizing the use of utility taxes on telephone (1%), cable (1%), storm water (3%) and solid waste (3%), then Council could have considered approving the alternate Ordinance No. 16-020 reducing property taxes by 1.45%.  
Presenter: Cathy Huber Nickerson, Finance Director

 [Ordinance No. 16-020 Ad Valorem Taxes for General Fund for 2017-1%](#)  
[Ordinance No. 16-020 Ad Valorem Taxes for General Fund for 2017-Reduction](#)

**It was moved by Council Member Turk, seconded by Council Member Smith, that Ordinance No. 16-020, not including utility taxes, be read by title only. The motion carried unanimously.**

**It was moved by Council Member Turk, seconded by Council Member Smith, that Ordinance 16-020, not including utility taxes, be adopted and published according to law. The motion carried unanimously.**

- J. Ordinance No. 16-021 2017 Emergency Medical Services (EMS) Levy  
Details: Ordinance No. 16-021 sets the 2017 EMS Levy for the City of Camas, allowing for a 1% property tax increase as a result of finding substantial need for the 2017 budget and considering public testimony.  
Presenter: Cathy Huber Nickerson, Finance Director

 [Ordinance No. 16-021 EMS Levy](#)

**It was moved by Council Member Hogan, seconded by Council Member Carter, that Ordinance No. 16-021 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Hogan, seconded by Council Member Anderson, that Ordinance No. 16-021 be adopted and published according to law. The motion carried unanimously.**

- K. Ordinance No. 16-022 Levying 2017 Ad Valorem Taxes for the Unlimited Tax General Obligation (GO) Bonds  
Details: Ordinance No. 16-022 sets the 2017 Unlimited Tax GO Bond property

tax levy, which increases the property tax levy by \$1,000 to meet debt service obligations and after considering public testimony.

Presenter: Cathy Huber Nickerson, Finance Director


 [Ordinance No. 16-022 Ad Valorem Taxes for GO Bonds](#)

**It was moved by Council Member Smith, seconded by Council Member Carter, that Ordinance No. 16-022 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Smith, seconded by Council Member Carter, that Ordinance No. 16-022 be adopted and published according to law. The motion carried unanimously.**

- L. Public Hearing for Ordinance No. 16-023 Adopting the 2017-2018 Biennial Budget Details: Conducted a public hearing to provide citizens an opportunity to give public testimony regarding the 2017-2018 Biennial Budget. Council then considered the 2017-2018 Biennial Budget ordinance.

Presenter: Cathy Huber Nickerson, Finance Director

 [Ordinance No. 16-023 Adopting the 2017-2018 Biennial Budget](#)

Mayor Higgins opened the public hearing at 7:42 p.m.

The following member of the public offered testimony:  
Frank McCafferty, 2415 NW Ivy Street, Camas

The public hearing closed at 7:48 p.m.

Mayor Higgins commended staff and the Finance Committee for the work involved with the budget process.

**It was moved by Council Member Turk, seconded by Council Member Chaney, that Ordinance No. 16-023 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Turk, seconded by Council Member Chaney, that Ordinance No. 16-023 be adopted and published according to law. The motion carried unanimously.**

- M. Public Hearing for Ordinance No. 16-026 Amending the 2016 Budget Details: This public hearing provided citizens an opportunity to give public testimony regarding amending the 2016 Budget with the Fall Omnibus packages. Presenter: Cathy Huber Nickerson, Finance Director

 [Ordinance No. 16-026 Amending 2016 Budget Attachment A 2016 Fall Omnibus](#)

Mayor Higgins opened the public hearing at 7:57 p.m.

The public hearing will remain open until the December 5, 2016 Regular Meeting.

**It was moved by Council Member Chaney, seconded by Council Member Smith, that the public hearing remain open and that the ordinance be placed on the December 5, 2016 Regular Meeting. The motion carried unanimously.**

#### **IX. ITEMS REMOVED FROM AGENDA**

- F. Public Hearing for Ordinance No. 16-024 Establishing a Utility Tax to Provide Revenue for City Services and Capital Facilities (This item was removed from the agenda)

Details: Conduct a public hearing to provide citizens an opportunity to give public testimony regarding utility taxes on telephone, cable television, solid waste and storm water drainage.

Presenter: Cathy Huber Nickerson, Finance Director

 [Ordinance No. 16-024 Establishing a Utility Tax](#)

#### **X. PUBLIC COMMENTS**

No one from the public wished to speak.

#### **XI. ADJOURNMENT**

The meeting adjourned at 7:59 p.m.

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.





## CITY OF CAMAS STAFF REPORT

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To: City Council  
From: Robert Maul, Planning Manager  
Date: December 5<sup>th</sup>, 2016  
Proceeding Type: PRESENTATION  
Subject: Lake Hills View Corridors

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### Legislative History:

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- |                        |                                 |
|------------------------|---------------------------------|
| • First Presentation:  | October 17 <sup>th</sup> , 2016 |
| • Second presentation: | November 7 <sup>th</sup> , 2016 |
| • Action:              | December 5 <sup>th</sup> , 2016 |
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### Background:

During the review and hearing process of the Lake Hills Subdivision the City entered into a development agreement on May 24, 2012 with the developer to settle several issues about the project, including some related to wetlands and open space. Through the agreement the City gained ownership of seven (7) acres of wetland to be preserved for opens space and future recreational opportunities. While the City tact is to be largely untouched, there is a provision in subsection i that reads:

“Camas in its sole discretion will moderate tree removal and pruning on the City Parcel based upon the arborist’s assessment and direction for northerly view corridors and corridors for the 11 lots to be developed along Lake Road.”

The current home builder, Pahlisch Homes, has worked with staff and city legal counsel to draft the attached agreement to establish view corridors.

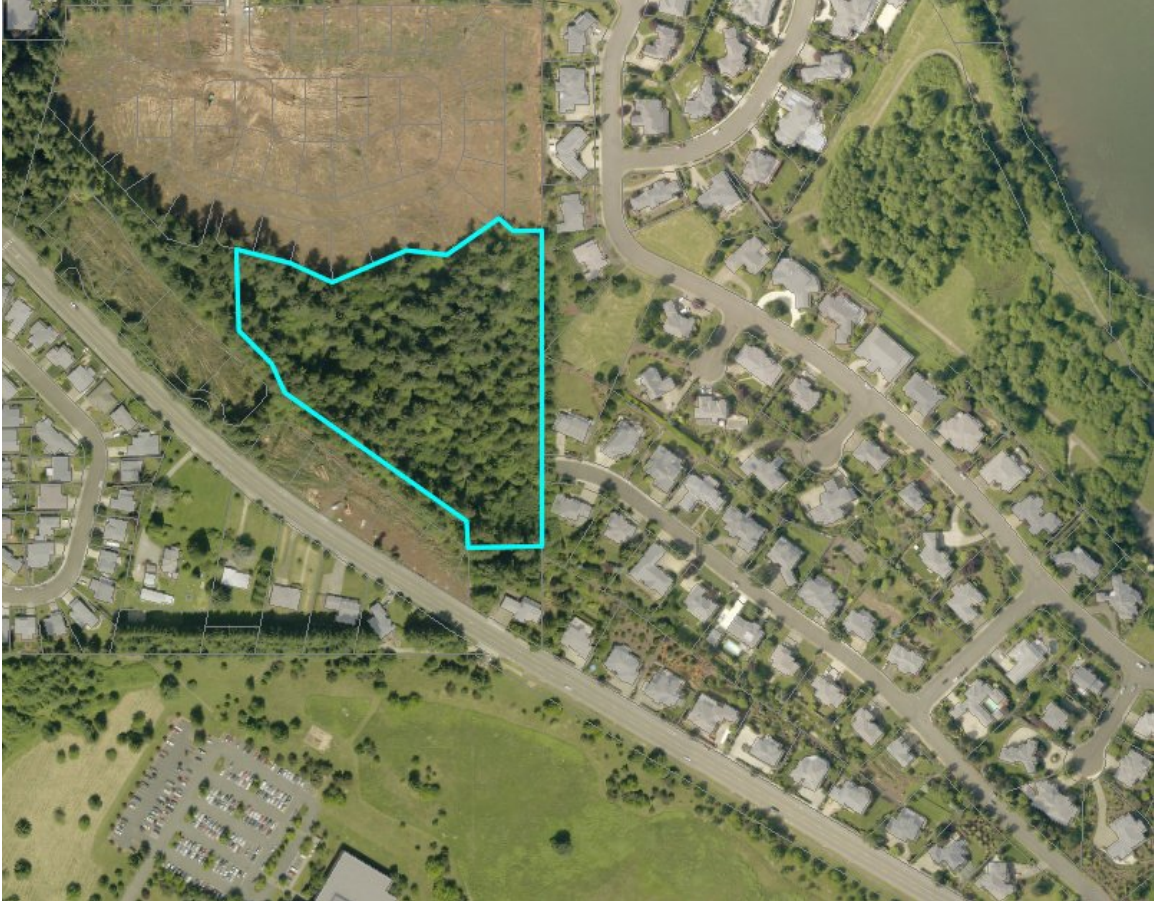
Council had a few questions at the last meeting regarding actual direction of view corridors and about protocols/best practices about pruning of trees. The applicant has provided some changes to that effect in the revised agreement.

Language has been modified to address the concerns/questions raised by Council.

Recommendation:

Staff recommends that council review the final draft of the agreement and approve.

Figure 1: City Open Space



After Recording, Return to:

Jordan Ramis, PC  
James D. Howsley  
1499 SE Tech Center Place Ste 380  
Vancouver WA 98683

## **VEGETATION REMOVAL AND MAINTENANCE AGREEMENT AND COVENANT**

Grantors: Pahlisch Homes Inc., a Washington corporation; City of Camas, a Washington municipal corporation

Grantees: City of Camas, a Washington municipal corporation;  
Pahlisch Homes Inc., a Washington corporation

Abbreviated Legal Description: Lake Hills Lots 51, and 52; City Parcel 986031877

Assessor's Tax Parcel ID#: 986035674 (City's parcel); 986035673 (Lake Hills Lot 51),  
and 986035674 (Lake Hills Lot 52)

Reference Nos. of Documents Released or Assigned: Development Agreement Lake Hills  
AF#4859715 (6/1/12)

An AGREEMENT and COVENANT, by and between the City of Camas ("City"), and Pahlisch Homes Inc., a Washington corporation ("Pahlisch" / "Owner") (both collectively "Parties"), is entered into, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WHEREAS, Pahlisch owns real property located in Clark County, Washington (Lake Hills Lots 51 and 52 / "Pahlisch Property" / "subject property"), which property is more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, the City purchased approximately seven (7) acres currently identified as parcel 986031877 ("City Parcel") located to the north of the subject Property, as a part of a negotiated preservation transaction detailed in a 2012 Development Agreement ("Agreement") recorded as Clark County Auditor File No. 4859715 and effective for ten (10) years or as otherwise extended or terminated through mutual consent;

WHEREAS, the Agreement Section 5(I) provides, in relevant part, that the City in its sole discretion will moderate tree removal and pruning on the City Parcel based upon the assessment and direction of an arborist regarding northerly view sheds and corridors for certain

VEGETATION REMOVAL AND MAINTENANCE COVENANT - 1

parcels, including the subject Property, and whereas the Parties agree that the term “northerly” as used in this provision was intended to be generally and liberally interpreted to mean either a northerly, easterly, or northeasterly direction, as determined by the City, arborist and Owner to be the most reasonable direction based on parcel development details;

WHEREAS, an arborist report was generated in December 17, 2012 and a supplemental arborist report was generated in August 25, 2014; and

WHEREAS, the City issued correspondence dated October 3, 2014, setting forth certain terms and conditions related to the administration of the view sheds and corridors for Lake Hills lots 49 through 52, including the subject Property. This correspondence provides, in relevant part, that the subject Property has a varying degree of tree coverage behind it to the north; and the City agrees to consider on a case-by-case basis the establishment of a view corridor which may be achieved through limited pruning and/or vegetation removal, subject to satisfaction of conditions summarized in the October 3, 2014 correspondence; and

WHEREAS, footprints and elevations have been established on lots 51 and 52, as depicted in **EXHIBIT B**, in a manner that provides sufficient basis for the City to move forward with initial view corridor considerations for lots 51 and 52;

WHEREAS, the Owners have submitted an assessment by a wetland biologist to the City addressing view corridor impacts to the functions and values of the City’s wetland, attached hereto as **EXHIBIT C**; and

WHEREAS, an additional supplemental final arborist report was generated August 29, 2016 by GRO Outdoor Living, certified arborist Colton Chambers, PN6453-A, to provide specific tree removal recommendations and recommendations for view accommodations for the subject property Lots 51 and 52, with said report attached hereto as **EXHIBIT D**, and

WHEREAS, mitigation plans for the tree removal recommendations for subject property Lots 51 and 52, as specified in the August 29, 2016 GRO Outdoor Living report, are attached hereto as **EXHIBIT E**; and

WHEREAS, Owners and the City agree that a view corridor serving the subject Property (Lake Hills Lots 51, and 52) is appropriate as depicted in **EXHIBIT F** as conditioned herein. Tree and vegetation removal and modification within the view corridor shall be pursuant to the GRO Outdoor Living reports and plans approved by the City and attached as exhibits to this Agreement and Covenant, and the terms and conditions associated with this view corridor shall be formalized through this Covenant and Agreement executed by the Owners and City;

NOW, THEREFORE, the City and Owners agree to the following terms and conditions, which shall constitute a covenant running with the Pahlisch Property and City Parcel, and agree that to the extent that this Agreement and Covenant and attached exhibits modify content in any previously executed Development Agreement(s) applicable to the Pahlisch Property, or City Property, regarding view corridor terms, the terms of this Agreement and Covenant and

exhibits are binding, and the Parties agree to waive any contrary terms or provisions in any previously executed Development Agreements(s):

## ARTICLE I

### VEGETATION REMOVAL AND MAINTENANCE COVENANT

1. A view corridor is authorized to serve the subject Property Lots 51 and 52, subject to the terms and conditions herein.
2. The maximum dimensions of the view corridor are depicted on **EXHIBIT F**.
3. Within this view corridor, trees and vegetation may be modified and/or removed as listed in **EXHIBIT G**. This **EXHIBIT G** identifies each specific tree or other vegetation to be altered or removed. This identification includes the size and species of each tree or other vegetation, and includes only those trees for which removal or modification is the only alternative that will address hazard conditions and afford reasonable view possibilities, as detailed in the August 29, 2016 GRO Outdoor Living Report attached as **EXHIBIT D**. **All other vegetation within the view corridor will remain unaltered, except as otherwise explicitly provided in this Agreement and Covenant.**
4. Except as provided in **EXHIBIT G**, following completion of initial action to create the subject view corridor, no trees or vegetation upon the City Parcel (Clark County parcel 986035674) shall be modified or removed, except through explicit written proposals approved by the City based on specific identification of each tree or other vegetation to be altered or removed, including the size and species of each tree or other vegetation, alternatives considered and employed to minimize impact to the corridor area, and a supporting report by a certified arborist. Any subsequently approved plans shall be attached as addendum exhibits to this Agreement and Covenant. This procedure applies to future action to maintain view corridor conditions, including but not limited to pruning, limbing, or other modification. The certified arborist's report shall be based on current best management practices accepted as an industry standard within the profession.
5. The modification and/or removal authorized herein avoids topping of coniferous trees and provides for selective trimming as opposed to topping of deciduous trees whenever possible.
6. The Owners agree to replace any trees removed from the City Tract (Clark County parcel 986035674) at a ratio of 2:1, provided that pruning, limbing or other modification short of actual removal shall not trigger this provision. The mitigation plans for Lots 51 and 52, attached as **EXHIBIT E**, are approved and satisfy the 2:1 mitigation requirement with respect to work defined on **EXHIBIT G**.

7. The Owners agree to provide reasonable advance notice to the City to enable the City to

supervise any modification, removal and/or maintenance of any vegetation or trees within the corridor area.

Subject to general City regulations regarding hazard trees, nothing in this Covenant shall restrict or impair the Owners' ability to take action regarding hazard trees. In addition, Owners may present additional view corridor requests to the City for future consideration, and it is expressly agreed that the terms as set forth within this Agreement and Covenant shall not be and act as an implicit approval or precedent for such requests, the terms of which shall be considered independently and in the sole discretion of the City.

## **ARTICLE II**

### **GENERAL PROVISIONS**

2.1 The provisions of this Covenant are enforceable in law or equity by the City and Owners and their successors and assigns. In addition to any other remedies available to the City for enforcement of this covenant, compliance with this covenant is subject to the City's code enforcement authority pursuant to CMC 18.55.400, et seq.

2.2 This Covenant shall run with the land and be binding upon the City and Owners and their successors and assigns.

2.3 If any provision of this Covenant or the application of any provision to any person or circumstance is declared invalid, then the remainder of the Covenant, or the application of the provision to other persons or circumstances, shall not be affected.

2.4 A copy of this Covenant will be recorded with the Clark County Auditor.

2.5 The City and Owners agree to the foregoing terms and conditions and specifications detailed on exhibits attached hereto, which shall constitute a covenant running with the Pahlisch Property and City Parcel, and agree that to the extent that this Agreement and Covenant and attached exhibits modify content in the any previously executed Development Agreement(s) or maps or schematics applicable to the Pahlisch Property or City Property regarding view corridors and associated vegetative management, the terms of this Agreement and Covenant are binding, and the Parties agree to waive any contrary terms or provisions in any previously executed Development Agreements(s) and maps and schematics.

//

Pahlisch Homes, Inc.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

VEGETATION REMOVAL AND MAINTENANCE COVENANT - 5

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public for the State of Washington  
My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM:

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## **EXHIBIT LIST – INDEX**

**EXHIBIT A – FULL LEGAL DESCRIPTION: PAHLISCH PROPERTY (51 AND 52)**

**EXHIBIT B – HOUSING FOOTPRINT AND ELEVATION**

**EXHIBIT C – WETLAND BIOLOGIST REPORT**

**EXHIBIT D – FINAL AUGUST 29, 2016 GRO OUTDOOR LIVING ARBORIST  
REPORT FOR LOTS 51 AND 52**

**EXHIBIT E – FINAL SEPTEMBER 8, 2016 GRO OUTDOOR LIVING ARBORIST  
MITIGATION PLANS FOR LOTS 51 AND 52**

**EXHIBIT F – MAP OF VIEW CORRIDOR**

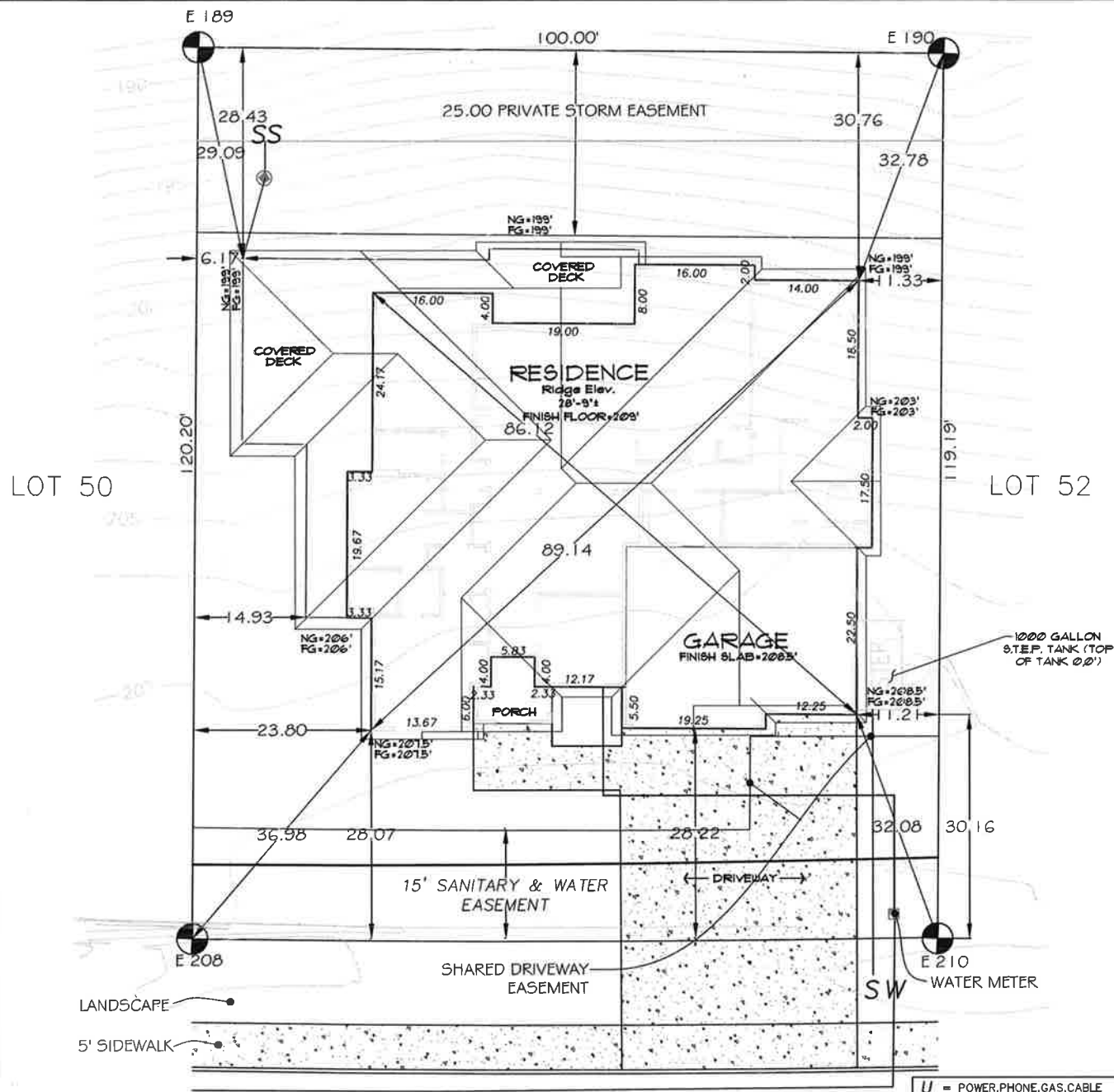
**EXHIBIT G – SPECIFIC LISTS OF TREES IDENTIFIED BY NUMBER: APPROVED  
FOR MODIFICATION OR REMOVAL**

**EXHIBIT A – LEGAL DESCRIPTION: PAHLISCH PROPERTY (LOTS 51 AND 52)**

## **LEGAL DESCRIPTION**

Lot(s) 51 & 52, LAKE HILLS, according to the plat thereof, recorded in Volume 311 of Plats, Page 760, records of Clark County, Washington.

## **EXHIBIT B – HOUSING FOOTPRINT AND ELEVATION**



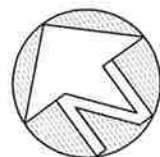
Lot Sq. Ft. = 11,999 sq. ft.  
Foot Print Sq. Ft. = 4,688 sq. ft.  
% Lot Coverage = 39.07%  
Total Impervious Surface = 5,764 sq. ft.

NW LAKE RD.



63088 NE 18TH STREET, SUITE 100  
BEND, OREGON 97701  
PH: (541) 385-6762 FAX: (541) 385-6742

Lot # Lot 51 Lake Hills  
Address: TBD NW Lake Road  
Plan Name: Silverleaf 3-P-3031-1  
Date: 8.4.15

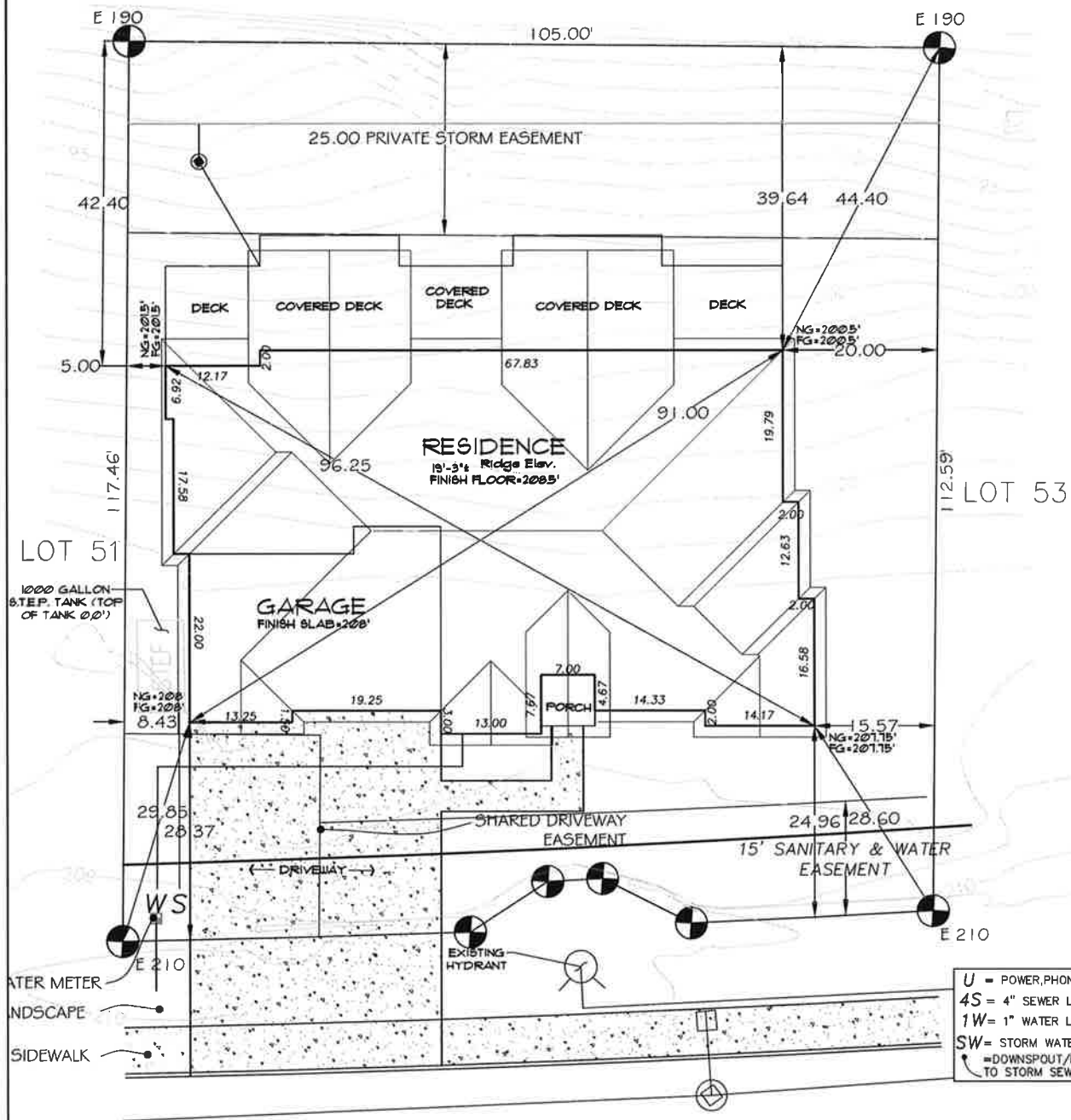


Scale: 1"=20'

\* DRIVEWAY, WALK, AND PATIO LAYOUTS ARE FOR REFERENCE ONLY AND NOT INTENDED TO BE THE EXACT DEPICTION OF THE FINAL PRODUCT  
\* EXACT UTILITY CONNECTIONS AT RESIDENCE MAY VARY PER BUILDER'S DISCRETION



TOTAL	3031 SQFT
GARAGE	738 SQFT
COVERED FRONT PORCH	76 SQFT
COVERED DECK	701 SQFT



Lot Sq. Ft. = 11,999 sq. ft.  
Foot Print Sq. Ft. = 4,895 sq. ft.  
% Lot Coverage = 40.80%  
Total Impervious Surface = 5,269 sq. ft.

NW LAKE RD.



63088 NE 18TH STREET, SUITE 100  
BEND, OREGON 97701  
PH: (541) 385-6762 FAX: (541) 385-6742

Lot #

Lot 52 Lake Hills

Address:

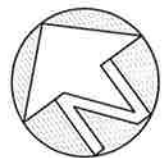
TBD NW Lake Road

Plan Name:

Addison 3-P-3069-1

Date:

8.4.15



Scale: 1"=20'

\* DRIVEWAY, WALK, AND PATIO LAYOUTS ARE FOR REFERENCE ONLY AND NOT INTENDED TO BE THE EXACT DEPICTION OF THE FINAL PRODUCT  
\* EXACT UTILITY CONNECTIONS AT RESIDENCE MAY VARY PER BUILDER'S DISCRETION



63088 N.E. 18TH STREET, SUITE 100, BEND, OR 97701 (541) 385-6762 FAX (541) 385-6742 [www.palissichthomes.com](http://www.palissichthomes.com)



## **EXHIBIT C – WETLAND BIOLOGIST REPORT**



The Resource  
Company, Inc.

ENVIRONMENTAL SERVICES • GIS • HABITAT RESTORATION

October 5, 2016

Mr. Scott Melton  
Pahlisch Homes, Inc.  
11818 S.E. Mill Plain Road, Ste. 203  
Vancouver, WA 98684

RE: Lake Hills, Camas, Washington – Site Corridor Tree Cutting

Mr. Melton,

As per your request, The Resource Company, Inc. (TRC) has evaluated the potential wetland impacts for cutting trees on the City's property to provide view corridors for Lots 51 and 51 of the Lake Hills subdivision. Lots 51 and 52 are located at 3035 and 3025 N.W. Lake Road, respectively. As you are aware, these lots are situated on a ridge adjacent to N.W. Lake Road and overlook parcel 986031-877 (approx. 7 ac.) which is owned by the City of Camas (City). This parcel is predominantly forested and contains a forested wetland that is situated near the center of the property. It is my understanding that the City is concerned about potential impacts to this wetland due to the proposed tree cutting and pruning.

The assessment was conducted based on the tree cutting information that you provided, wetland information that TRC has in its files from previous work conducted on the properties and an on-site visit. The information provided by you indicates that 14 trees greater than 6" diameter breast height (dbh) will be cut for the view corridor for the two lots. Six of the trees proposed for cutting are red alder (*Alnus rubra*) and eight are big-leaf maple (*Acer macrophyllum*) ranging in size from 8" to 24" dbh. I overlaid the view corridor cutting plan on a wetland and buffer graphic and determined that four trees (red alder) are within the delineated wetland area, nine within the associated wetland buffer and one outside of the wetland buffer. Typically, the primary function of trees within wetlands is to provide habitat for animal diversity and food chain function for a range of micro- and macro invertebrates, birds, amphibians, reptiles, and small mammals. This function is enhanced as trees age, deteriorate and become snags and large woody debris providing additional habitat. Therefore, it is my recommendation that the trees be cut at least five (5) feet above the ground surface. The cut part of the tree should be allowed to fall within the existing forest. Doing these two actions will provide snags and large woody debris within the wetland and its associated buffer which will enhance the existing habitat function of these critical areas. In addition, the view corridors proposed for the tree cutting contain sufficient large trees that provide shade and a predominantly closed

canopy cover. The removal of the 14 trees will not substantially change the canopy cover within the wetland and its associated buffer. It is my opinion that the removal of the 14 trees identified within the view corridor map provided by you will not significantly impact the wetland on the City's property. If the cutting is conducted as recommended above, it may actually provide enhanced wildlife function within the wetland and its associated buffer.

Should you have any questions or need more information, please contact me.

Regards,



Kevin L. Grosz, P.W.S.  
President

**EXHIBIT D – FINAL AUGUST 29, 2016 GRO OUTDOOR LIVING ARBORIST REPORT  
FOR LOTS 51 AND 52**



August 29, 2016

To Whom It May Concern,

This letter is regarding multiple trees within a City of Camas tract of land bordering the Lake Hills subdivision. These trees have been proposed to be removed to provide sight corridors for lots 51 and 52 of this development. The proposed removals are part of a tree plan which labels them as follows-

#3372 Red alder, #3382, Red alder, #3388 Bigleaf maple, #3389 Red alder, #3390 Red alder, #3461 Red alder, #3469 Bigleaf maple, #3471 Bigleaf maple, #4681 Red alder, #4722 Bigleaf maple, #4723 Bigleaf maple, #4730 Bigleaf maple, #4732 Bigleaf maple, #4737 Bigleaf maple, #4738 Bigleaf maple, #4739 Bigleaf maple, #4758 Bigleaf maple

These trees have all grown within a stand of mature fir trees that have been recently thinned out. This has left this undergrowth of deciduous trees exposed to elements they are not used to.

Smaller trees growing in completion with larger trees have a harder time reaching for light from above, thus altering their growth pattern. This has the tendency to create taller, more slender trunks, with a weakened integrity. All of the trees listed above have misshaped canopies and are unbalanced.

Given the altered environment that has been provided for these trees, it is my opinion and recommendation that they be removed. They could be considered a potential hazard to any foot traffic moving through these areas. During my site visit on 8/31/16, I observed, directly nearby to these areas, a fallen Bigleaf maple very similar to many of the proposed trees listed above. The tree had failed due to wind exposure for what is likely the result of reasons listed above. Please note that this occurred within the last month, as it was still standing upon my previous site visit, approximately thirty days earlier. During my recent site visit I took some photos of the failed tree. These should be attached with this letter.

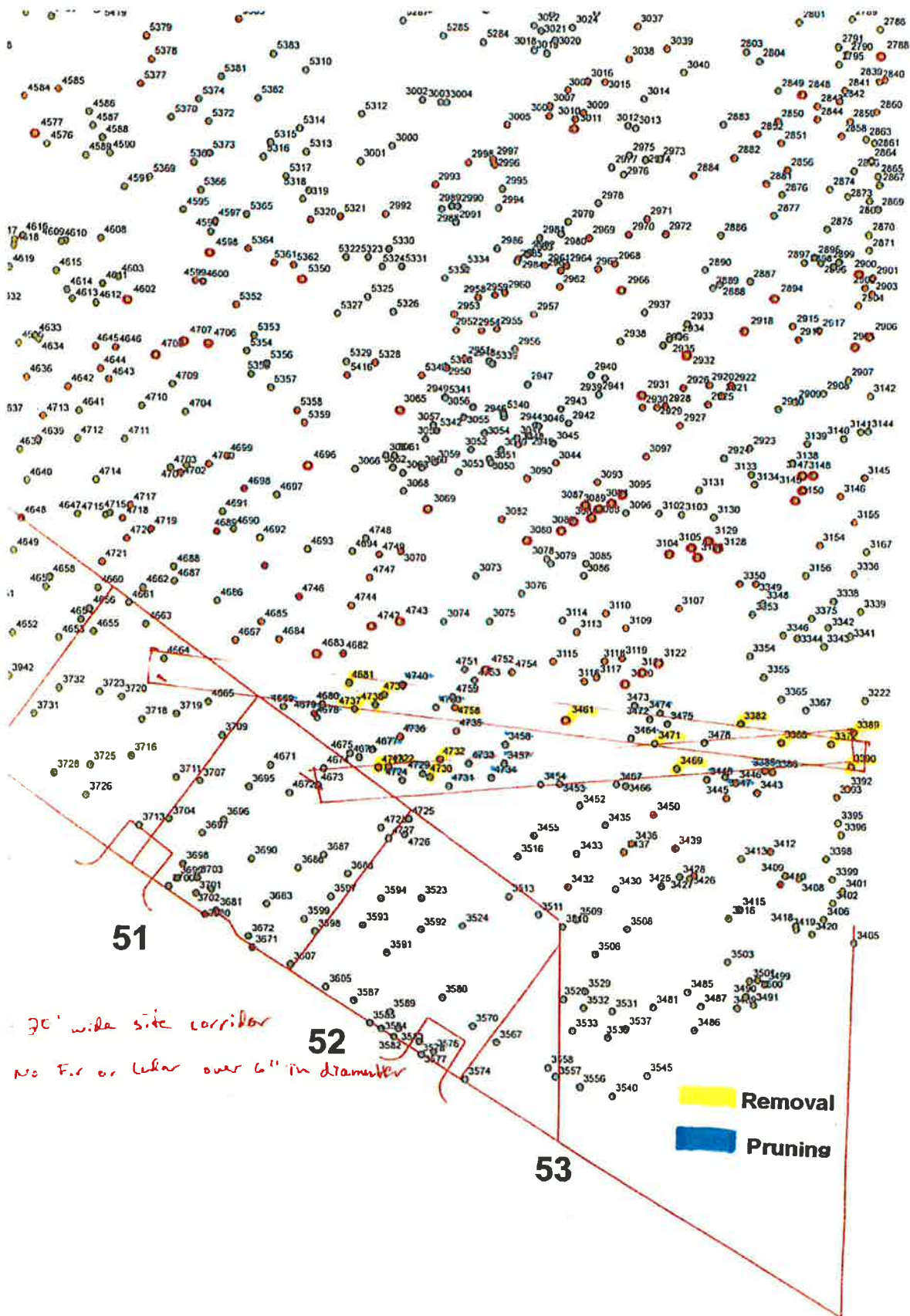
Removal of the proposed trees should not have any effect on the mature surrounding trees. Most all of the trees listed above have canopies of which do not breach the lower canopy heights of the mature (to be retained) conifers, thus providing them with no additionally helpful wind screen. It could be argued, that removal of the proposed trees, would allow for an additional nutrient supply for the retained trees, adding to their health and vigor.

In short, I believe these trees to be good candidates for removal.

These are my findings and recommendations based on my knowledge and experience as a certified arborist through the International Society of Arboriculture (ISA)

Sincerely,

Colton Chambers  
Certified Arborist PN6453-A









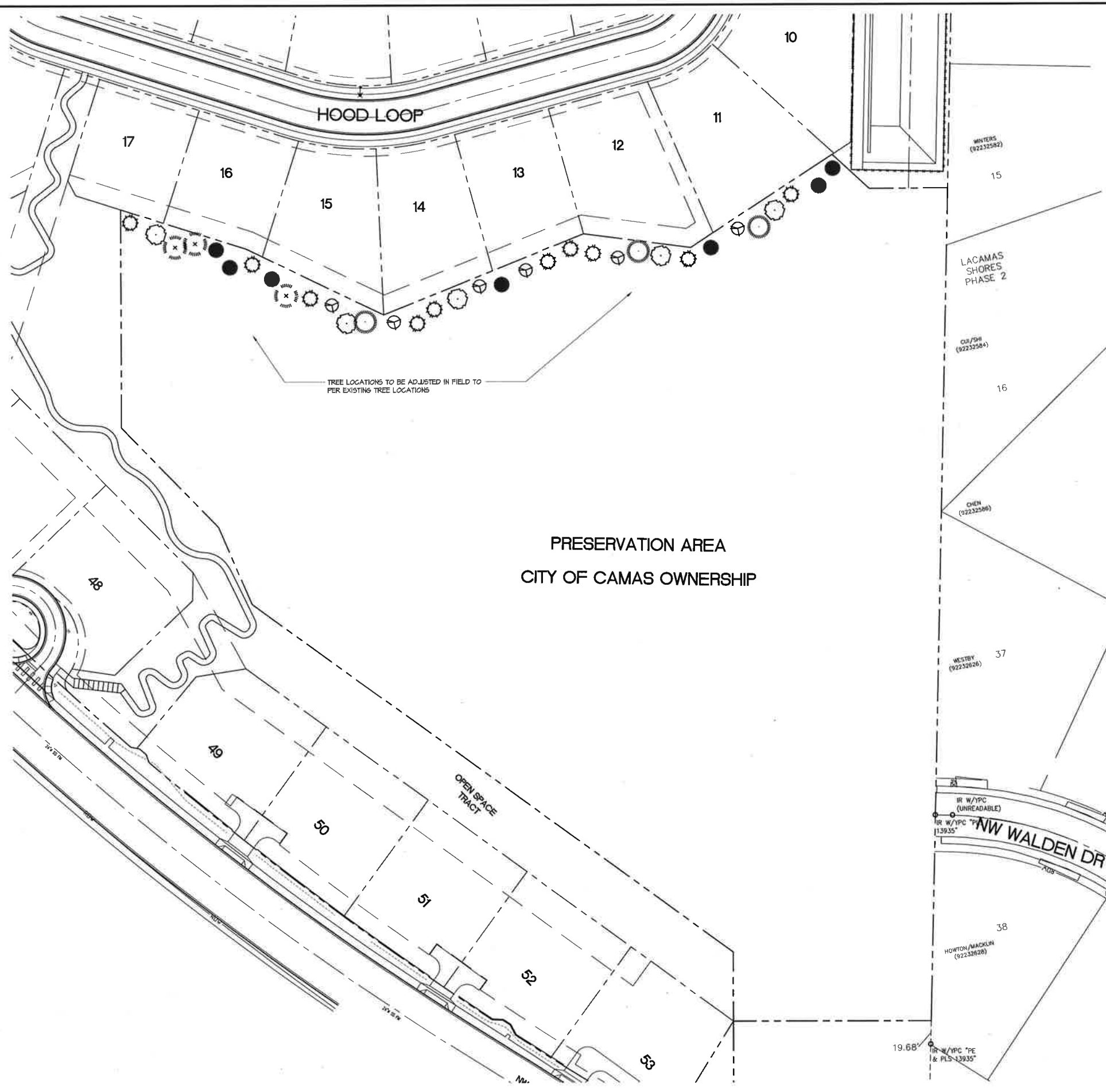








**EXHIBIT E – FINAL SEPTEMBER 8, 2016 GRO OUTDOOR LIVING ARBORIST  
MITIGATION PLANS FOR LOTS 51 AND 52**



PRESERVATION AREA  
CITY OF CAMAS OWNERSHIP

TREE LEGEND			
SYMBOL	BOTANICAL / COMMON NAME	SIZE	QUANTITY
	ACER CIRCINATUM / VINE MAPLE	1" CAL. min.	6
	ACER SACCHARUM 'BAILISTA' / FALL FIESTA MAPLE	2" CAL. min.	5
	CALOCEDRUS DECURRENS / INCENSE CEDAR	7'-8' min.	7
	PINUS NIGRA / AUSTRIAN BLACK PINE	7'-8' min.	10
	THUJA PLICATA / WESTERN RED CEDAR	7'-8' min.	3
	TSUGA HETEROPHYLLA / WESTERN HEMLOCK	7'-8' min.	3
TOTAL			34



GRO Outdoor Living  
3601 NE 74TH STREET  
VANCOUVER, WA 98665  
OFFICE: 360.727.5975

CC# 193268 | LC# 8977  
WA #GROOUJ883MQ

www.grooutdoorliving.com

STATE OF WASHINGTON  
REGISTERED  
LANDSCAPE ARCHITECT  
CHRISTOPHER A. BAUMANN  
LICENSE NO. 635  
EXPIRES ON 02/20/2017

**GRO**<sup>TM</sup>  
OUTDOOR LIVING

**CB**

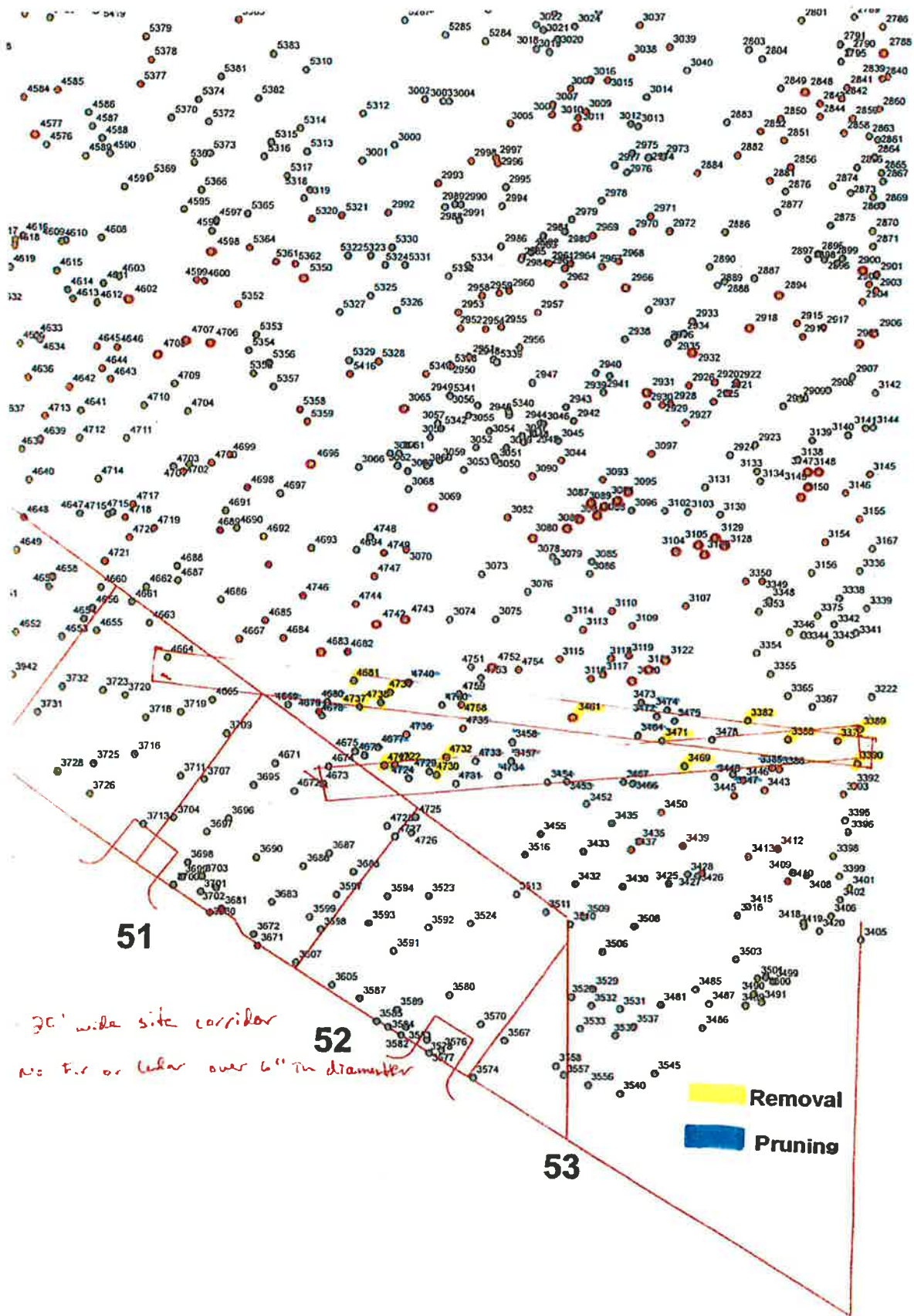
PROJECT NAME:  
**Pahlisch Homes  
Lake Hills Tree Mitigation**  
Camas, Washington

Tree Planting Plan

DRAWN: CB	CHECKED: CB
SCALE: 1"=40'	DATE: 9/23/16
JOB #: Lake Hills Tree Mitigation	
REVISIONS:	
SHEET NAME: <b>L1</b>	

SHEET | OF |

## **EXHIBIT F – MAP OF VIEW CORRIDOR**



**EXHIBIT G – SPECIFIC LISTS OF TREES IDENTIFIED BY NUMBER: APPROVED FOR  
MODIFICATION OR REMOVAL**

### Lake Hills Lots 51 52 Tree #'s for Planned Removal

	No.	Common Name	Species Name	DBH	C-Rad
1	3372	red alder	<i>Alnus rubra</i>	8	14
2	3382	red alder	<i>Alnus rubra</i>	16	14
3	3388	bigleaf maple	<i>Acer macrophyllum</i>	16	12
4	3389	red alder	<i>Alnus rubra</i>	2x14	9
5	3390	red alder	<i>Alnus rubra</i>	10	6
6	3461	red alder	<i>Alnus rubra</i>	14	14
7	3469	bigleaf maple	<i>Acer macrophyllum</i>	8	10
8	3471	bigleaf maple	<i>Acer macrophyllum</i>	6	6
9	4681	red alder	<i>Alnus rubra</i>	16	10
10	4722	bigleaf maple	<i>Acer macrophyllum</i>	6	8
11	4723	bigleaf maple	<i>Acer macrophyllum</i>	24	13
12	4730	bigleaf maple	<i>Acer macrophyllum</i>	6	6
13	4732	bigleaf maple	<i>Acer macrophyllum</i>	8	15
14	4737	bigleaf maple	<i>Acer macrophyllum</i>	12	12
15	4738	bigleaf maple	<i>Acer macrophyllum</i>	14	13
16	4739	bigleaf maple	<i>Acer macrophyllum</i>	18	15
17	4758	bigleaf maple	<i>Acer macrophyllum</i>	10	6



## Lake Hills Lots 51 and 52 Tree #'s for Possible Pruning

	No.	Common Name	Species Name	DBH	C-Rad
1	3385	big leaf maple	Acer macrophyllum	6	2
2	3386	big leaf maple	Acer macrophyllum	16	14
3	3447	red alder	Alnus rubra	10	9
4	3448	red alder	Alnus rubra	8	8
5	3453	douglas fir	Pseudotsuga menziesii	16	10
6	3454	douglas fir	Pseudotsuga menziesii	44	16
7	3457	douglas fir	Pseudotsuga menziesii	12	12
8	3458	big leaf maple	Acer macrophyllum	14	12
9	3464	douglas fir	Pseudotsuga menziesii	12	10
10	3466	red alder	Alnus rubra	12	12
11	3467	big leaf maple	Acer macrophyllum	18	15
12	3472	douglas fir	Pseudotsuga menziesii	14	10
13	3474	western red cedar	Thuja plicata	12	10
14	3475	western red cedar	Thuja plicata	16	13
15	4669	douglas fir	Thuja plicata	38	15
16	4676	douglas fir	Thuja plicata	32	14
17	4677	douglas fir	Thuja plicata	16	10
18	4678	douglas fir	Thuja plicata	14	9
19	4679	douglas fir	Thuja plicata	30	14
20	4680	douglas fir	Pseudotsuga menziesii	16	13
21	4724	douglas fir	Pseudotsuga menziesii	28	14
22	4729	douglas fir	Pseudotsuga menziesii	12	12
23	4731	douglas fir	Pseudotsuga menziesii	8	10
24	4733	douglas fir	Pseudotsuga menziesii	12	8
25	4734	douglas fir	Pseudotsuga menziesii	10	11
26	4735	big leaf maple	Acer macrophyllum	12	12
27	4736	big leaf maple	Acer macrophyllum	8	10
28	4740	douglas fir	Pseudotsuga menziesii	20	16
29	4760	douglas fir	Pseudotsuga menziesii	6	8



## ORDINANCE NO. 16-026

AN ORDINANCE amending the City of Camas' 2016 Budget Ordinance No. 15-025 and Ordinance No. 16-005.

WHEREAS, the City Council of the City of Camas approved Ordinance No. 15-025 and adopted a budget for the year 2016 and approved Ordinance 16-005 amending the 2016 Budget; and

WHEREAS, the City Council of the City of Camas desires to effectively utilize and manage the City's financial resources; and,

WHEREAS, the City Council of the City of Camas finds that the proposed adjustments to the Budget for 2016 reflect revenues and expenditures that are intended to ensure the provision of vital municipal services at acceptable levels; and,

WHEREAS, funds received in excess of estimated revenues during the current fiscal year, when authorized by an ordinance amending the original budget, may be included in the expenditure limitation, pursuant to RCW 35A.33.120(4); and

WHEREAS, the City desires to undertake activities, which were not foreseen at the time of adopting the 2016 budget; and

WHEREAS, the financial activities in the following funds could not have been reasonably foreseen at the time of adopting the 2016 budget, and

WHEREAS, by Ordinance No. 2708, the City of Camas established a Biennial Budget process pursuant to the provisions of RCW 35A.34, including therewith procedures for a mid-biennial review and modification of the Biennial Budget; and

WHEREAS, the proposed budget modifications as set forth herein have been provided to the City Council and to the public; and

WHEREAS, a public hearing as required on the proposed budget modifications has been held as required.

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

### Section I

**Budget Amendment – Effect on Fund Revenues and Expenses.** In summary form, modifications to the totals of estimated revenues and appropriations for each separate fund and the aggregate totals for all such funds combined are as shown on Attachment A for 2016.

Section II

**Adoption.** The 2016 Amendments to the Budget of the City of Camas are hereby adopted.

Section III

**Effective Date.** This ordinance shall take force and be in effect five days from and after its publication according to law.

PASSED BY the Council and APPROVED by the Mayor this 5<sup>th</sup> day of December, 2016.

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

Mayor

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

Clerk

APPROVED as to form:

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

**2016 Budget Amendment - Fund Summary**

	Beg Fund Balance	Budget Revenues (1)	Budget Expenses (1)	Estimated End Fund Balance	Budget Amendment Revenues	Budget Amendment Expenses	Amended Fund Balance	Note: Budget Packages
<b>Operating Funds</b>								
General	\$ 2,833,686	\$ 19,651,380	\$ (19,717,303)	\$ 2,767,763		\$ (62,000)	\$ 2,705,763	1,3
Streets	\$ 96,738	\$ 2,368,385	\$ (2,454,171)	\$ 10,952			\$ 10,952	
Camas/Washougal Fire & EMS	\$ 25,536	\$ 9,115,816	\$ (8,798,474)	\$ 342,878	\$ 50,000	\$ (360,000)	\$ 32,878	2
Cemetery	\$ 2,688	\$ 168,242	\$ (168,814)	\$ 2,116	\$ 20,000	\$ (20,000)	\$ 2,116	3
<b>Capital/Enterprise Funds</b>								
Unlimited GO Debt Service	\$ 37,056	\$ 625,000	\$ (622,637)	\$ 39,419			\$ 39,419	
Limited GO Debt Service	\$ -	\$ 1,315,502	\$ (1,315,502)	\$ -	\$ 42,000	\$ (42,000)	\$ 84,000	1
Growth Management Act Projects	\$ 2,872,330	\$ 4,140,319	\$ (4,343,192)	\$ 2,669,457		\$ (48,784)	\$ 2,620,673	4
NW 38th Ave. Construction	\$ -			\$ -			\$ -	
Friberg Rd. Construction	\$ -	\$ 50,000	\$ (50,000)	\$ -			\$ -	
Brady Road Construction	\$ 550,306	\$ 639,500	\$ (1,278,000)	\$ (88,194)			\$ (88,194)	
6th and Norwood Construction	\$ 2,011,154	\$ 554,579	\$ (2,501,579)	\$ 64,154			\$ 64,154	
Street Lighting LED Project	\$ 2,352,221	\$ 703,500	\$ (2,826,508)	\$ 229,213	\$ 48,784		\$ 277,997	4
Bond Fund Capital Projects	\$ 802,341	\$ 3,500	\$ (800,000)	\$ 5,841			\$ 5,841	
Storm Water	\$ 1,576,769	\$ 3,755,621	\$ (4,423,695)	\$ 908,695		\$ 20,310	\$ 929,005	6
Solid Waste	\$ 1,292,750	\$ 2,467,990	\$ (2,540,230)	\$ 1,220,510		\$ (10,155)	\$ 1,210,355	6
Water/Sewer	\$ 4,619,622	\$ 22,079,098	\$ (23,803,631)	\$ 2,895,089		\$ (10,155)	\$ 2,884,934	5,6
W/S Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ 10,041,728	\$ (10,041,728)	\$ -	5
WS Capital Reserve	\$ 3,411,472	\$ 1,559,805	\$ (429,000)	\$ 4,542,277			\$ 4,542,277	
WS Bond Reserve	\$ 1,563,559	\$ 15,000	\$ -	\$ 1,578,559			\$ 1,578,559	
NUGA Sewer Construction Project	\$ 16,868,838	\$ 214,000	\$ (2,920,000)	\$ 14,162,838			\$ 14,162,838	
				\$ -				
<b>Reserve Funds</b>								
Lodging Tax	\$ 12,927	\$ 8,715	\$ (15,000)	\$ 6,642			\$ 6,642	
Firemen's Pension	\$ 2,552,619	\$ 31,811	\$ (18,523)	\$ 2,565,907		\$ (50,000)	\$ 2,515,907	2
Equipment Rental and Replacement	\$ 1,004,086	\$ 1,935,612	\$ (1,776,459)	\$ 1,163,239			\$ 1,163,239	
				\$ -				
	\$ 44,486,699	\$ 71,403,375	\$ (80,802,718)	\$ 35,087,356	\$ 10,202,512	\$ (10,624,512)	\$ 34,749,356	
				\$ -			\$ -	

(1) Budgeted revenues and expenses reflect the 2016 Adopted Budget



## Attachment A

Adjustment #	Description	Note	Fund	Current Budget	Proposed Budget		Rev Increase Exp Decrease	Rev Decrease Exp Increase	Impact to Budget
1	Operating Transfer to Debt Service	Administrative	001	\$ -	\$ 42,000	001-00-597-240-00		\$ (42,000)	\$ (42,000)
1	Adjust Fund Balance	Administrative	001	\$ 2,767,763	\$ 2,725,763	001-00-508-000-00	\$ 42,000		\$ 42,000
1	Operating Transfer from General Fund	Administrative	240	\$ -	\$ 42,000	240-00-397-001-00	\$ 42,000		\$ 42,000
1	Principle - Local Loan HVAC	Administrative	240	\$ -	\$ 29,746	240-00-591-751-79		\$ (29,746)	\$ (29,746)
1	Interest-Local Loan HVAC	Administrative	240	\$ 7,096	\$ 19,350	240-00-592-752-83		\$ (12,254)	\$ (12,254)
2	Overtime Costs - Fire	Supplemental	115	\$ 251,500	\$ 401,500	115-09-522-210-12		\$ (150,000)	\$ (150,000)
2	Overtime Costs - EMS	Supplemental	115	\$ 184,500	\$ 344,500	115-00-522-700-12		\$ (160,000)	\$ (160,000)
2	LEOFF Costs	Supplemental	115	\$ 48,862	\$ 98,862	115-09-517-200-21		\$ (50,000)	\$ (50,000)
2	Transfer from Firemen's Pension	Supplemental	115	\$ -	\$ 50,000	115-00-397-611-00	\$ 50,000		\$ 50,000
2	Adjust Fund Balance	Supplemental	115	\$ 342,878	\$ 32,878	115-00-508-000-00	\$ 310,000		\$ 310,000
2	Transfer to C/W Fire and EMS	Supplemental	611	\$ -	\$ 50,000	611-00-597-115-00	\$ -	\$ (50,000)	\$ (50,000)
2	Adjust Fund Balance	Supplemental	611	\$ 2,565,907	\$ 2,515,907	611-00-508-000-00	\$ 50,000		\$ 50,000
3	Adjust Utilities	Supplemental	125	\$ 4,978	\$ 14,978	125-00-536-500-47		\$ (10,000)	\$ (10,000)
3	Adjust Indirect Costs	Supplemental	125	\$ 7,545	\$ 17,545	125-00-536-500-41		\$ (10,000)	\$ (10,000)
3	Transfer from GF	Supplemental	125	\$ 120,930	\$ 140,930	125-00-397-001-00	\$ 20,000		\$ 20,000
3	Transfer to Cemetery	Supplemental	001	\$ 120,930	\$ 140,930	001-00-597-125-00		\$ (20,000)	\$ (20,000)
3	Adjust Fund Balance	Supplemental	001	\$ 2,767,763	\$ 2,747,763	001-00-508-000-00	\$ 20,000		\$ 20,000
4	Transfer from GMA Fund	Administrative	317	\$ -	\$ 48,784	317-00-397-300-00	\$ 48,784		\$ 48,784
4	Adjust Fund Balance	Administrative	317	\$ 229,213	\$ 277,997	317-00-308-000-00		\$ (48,784)	\$ (48,784)
4	Transfer to Street Lighting LED Project	Administrative	300	\$ -	\$ 48,784	300-00-597-317-00		\$ (48,784)	\$ (48,784)
4	Adjust Fund Balance	Administrative	300	\$ 2,669,457	\$ 2,620,673	300-00-508-000-00	\$ 48,784		\$ 48,784
5	Estimated Beg Fund Balance	Administrative	426	\$ -	\$ (115,000)	426-00-508-000-00	\$ 115,000		\$ 115,000
5	Machinery & Equipment Forklift	Administrative	426	\$ -	\$ 25,000	426-00-594-340-64		\$ (25,000)	\$ (25,000)
5	544' Zone Water Main Treatment	Administrative	426	\$ -	\$ 6,000,000	426-00-594-341-65		\$ (6,000,000)	\$ (6,000,000)
5	Gregg Reservoir-WS-715	Administrative	426	\$ -	\$ 2,600,000	426-00-594-342-65		\$ (2,600,000)	\$ (2,600,000)
5	Steigerwald Property Acquisition	Administrative	426	\$ -	\$ 54,000	426-00-594-346-65		\$ (54,000)	\$ (54,000)
5	Well 6 Easement	Administrative	426	\$ -	\$ 50,000	426-00-594-347-65		\$ (50,000)	\$ (50,000)
5	Well 17	Administrative	426	\$ -	\$ 25,000	426-00-594-348-65		\$ (25,000)	\$ (25,000)
5	Professional Services	Administrative	426	\$ -	\$ 27,500	426-00-594-350-41		\$ (27,500)	\$ (27,500)
5	STEP Bypass Sewer Trans Main	Administrative	426	\$ -	\$ 960,228	426-00-594-350-65		\$ (960,228)	\$ (960,228)
5	STEP Odor Control Installation	Administrative	426	\$ -	\$ 150,000	426-00-594-352-65		\$ (150,000)	\$ (150,000)
5	WWTP Energy Updates	Administrative	426	\$ -	\$ 50,000	426-00-594-354-65		\$ (50,000)	\$ (50,000)
5	WWTP Setage Rec Station	Administrative	426	\$ -	\$ 215,000	426-00-594-355-65		\$ (215,000)	\$ (215,000)
5	Transfer from Water Sewer Fund	Administrative	426	\$ -	\$ 10,041,728	426-00-397-424-00	\$ 10,041,728		\$ 10,041,728
5	Transfer to W/S Capital Fund	Administrative	424	\$ -	\$ 10,041,728	424-00-597-426-00		\$ (10,041,728)	\$ (10,041,728)
5	Estimated Beg Fund Balance	Administrative	424	\$ 2,895,089	\$ 2,780,089	424-00-508-000-00		\$ (115,000)	\$ (115,000)
5	Machinery & Equipment Forklift	Administrative	424	\$ 25,000	\$ -	424-00-594-340-64	\$ 25,000		\$ 25,000
5	544' Zone Water Main Treatment	Administrative	424	\$ 6,000,000	\$ -	424-00-594-341-65	\$ 6,000,000		\$ 6,000,000
5	Gregg Reservoir-WS-715	Administrative	424	\$ 2,600,000	\$ -	424-00-594-342-65	\$ 2,600,000		\$ 2,600,000
5	Steigerwald Property Acquisition	Administrative	424	\$ 54,000	\$ -	424-00-594-346-65	\$ 54,000		\$ 54,000
5	Well 6 Easement	Administrative	424	\$ 50,000	\$ -	424-00-594-347-65	\$ 50,000		\$ 50,000
5	Well 17	Administrative	424	\$ 25,000	\$ -	424-00-594-348-65	\$ 25,000		\$ 25,000
5	Professional Services	Administrative	424	\$ 27,500	\$ -	424-00-594-350-41	\$ 27,500		\$ 27,500

Adjustment #	Description	Note	Fund	Current Budget	Proposed Budget		Rev Increase Exp Decrease	Rev Decrease Exp Increase	Impact to Budget
5	STEP Bypass Sewer Trans Main	Administrative	424	\$ 960,228	\$ -	424-00-594-350-65	\$ 960,228		\$ 960,228
5	STEP Odor Control Installation	Administrative	424	\$ 150,000	\$ -	424-00-594-352-65	\$ 150,000		\$ 150,000
5	WWTP Energy Updates	Administrative	424	\$ 50,000	\$ -	424-00-594-354-65	\$ 50,000		\$ 50,000
5	WWTP Setage Rec Station	Administrative	424	\$ 215,000	\$ -	424-00-594-355-65	\$ 215,000		\$ 215,000
6	Reallocate Utility Manager	Administrative	419	\$ 142,524	\$ 126,450	419-00-553-500-11	\$ 16,074		\$ 16,074
6	Reallocate Utility Manager	Administrative	419	\$ 49,721	\$ 45,485	419-00-553-500-21	\$ 4,236		\$ 4,236
6	Adjust Fund Balance	Administrative	419	\$ 908,695	\$ 929,005	419-00-508-000-00		\$ (20,310)	\$ (20,310)
6	Reallocate Utility Manager	Administrative	424	\$ 326,873	\$ 324,194	424-00-538-100-11	\$ 2,679		\$ 2,679
6	Reallocate Utility Manager	Administrative	424	\$ 129,388	\$ 130,094	424-00-538-100-21	\$ 706		\$ 706
6	Reallocate Utility Manager	Administrative	424	\$ 319,081	\$ 329,797	424-00-535-850-11		\$ (10,716)	\$ (10,716)
6	Reallocate Utility Manager	Administrative	424	\$ 126,992	\$ 129,816	424-00-535-850-21		\$ (2,824)	\$ (2,824)
6	Adjust Fund Balance	Administrative	424	\$ 2,895,089	\$ 2,884,934	424-00-508-000-00	\$ 10,155		\$ 10,155
6	Reallocate Utility Manager	Administrative	422	\$ 11,956	\$ 19,993	422-00-537-800-11		\$ (8,037)	\$ (8,037)
6	Reallocate Utility Manager	Administrative	422	\$ 3,819	\$ 5,937	422-00-537-800-21		\$ (2,118)	\$ (2,118)
6	Adjust Fund Balance	Administrative	422	\$ 1,220,510	\$ 1,210,355	422-00-508-000-00	\$ 10,155		\$ 10,155

ORDINANCE NO. 16-027

AN ORDINANCE amending Chapter 12.36.030 of the Camas  
Municipal Code relating to gates on private streets or driveways.

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

Section I

Chapter 12.36.030 C of the Camas Municipal Code is hereby amended to provide as  
follows:

C. Gates on private streets or driveways serving less than three residential  
dwellings;

Section II

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

PASSED BY the Council and APPROVED by the Mayor this 5th day of December,  
2016.

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

SIGNED: \_\_\_\_\_  
Clerk

APPROVED as to form:

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



ORDINANCE NO. 16-028

AN ORDINANCE adopting a new Chapter 8.60 of the Camas Municipal Code, relating to outdoor burning.

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

Section I

A new Chapter 8.60 of the Camas Municipal Code, entitled, **Outdoor Burning**, is hereby adopted, to provide as follows:

**8.60.010 Fire chief – Responsibility and authority.**

There are established specific rules and procedures for outdoor burning. The responsibility for the enforcement of this chapter shall be upon the fire chief or designee of the fire department to see that the public health and safety of the citizens of the city are maintained and protected. The fire chief may prohibit outdoor burning when atmospheric conditions or local circumstances make such fires hazardous.

**8.60.020 Residential yard and agricultural burning.**

Residential yard and agricultural field, forage grass or turf grass burning is prohibited.

**8.60.030 Recreational fires.**

Permitted fires are allowed for cooking, pleasure or ceremonial purposes, subject to conditions to these activities including location, size of the fire and the materials burned, subject to the following:

(1) With the exception of portable outdoor fireplaces in one and two family dwellings, fires in approved containers shall be a minimum of 15 feet away from structures. Approved containers shall be made of noncombustible materials, enclose the flames behind wire mesh or other noncombustible mesh with openings not larger than one-half inch in diameter and shall not be designed for the fire to be wider than three feet or higher than two feet.

(2) Fires other than in approved containers are required to be 25 feet or more from structures and other combustible materials. Conditions which could cause fire to spread (such as dry vegetation) to within 25 feet of a structure shall first be eliminated. Fires may not be more than two feet high and three feet in diameter.

(3) Material being burned must be either charcoal or dry natural firewood.

(4) Means of extinguishing the fire must be readily available, such as a charged garden hose. The fire must always be constantly attended.

(6) Charcoal BBQs, gas grills, smokers and fires in permanent or listed portable containers are exempt from this requirement.

(7) The fire marshal may issue a temporary burn ban within the city limits due to drought or adverse conditions.

(8) The air pollution authority or other state authority may prohibit all outdoor burning at their discretion.

(9) Outdoor fires larger than the requirement listed in subsection (1) of this section require a permit from the fire marshal's office and need special written permits from the SWCAA. Bonfires shall not be conducted within 50 feet of a structure or of combustible material.

(10) Outdoor and/or recreational fires are not allowed to become a public nuisance. In the event that the wind carries the smoke onto a neighbor's property or into their house, the fire must be immediately extinguished.

**8.60.040 Burn barrels**

The use of burn barrels is prohibited throughout the state of Washington pursuant to RCW 7.28.060 - Land clearing (burning) prohibited.

**8.60.050 Land clearing**

Land clearing by burning is strictly prohibited within the city limits. "Land clearing" is defined as the removal of stumps, trees and other heavy vegetation that, when removed, changes the scope and the intended use of the property.

**8.60.060 Adoption by reference**

RCW 70.94.740 through and including 70.94.780 pertaining to outdoor burning are hereby adopted by reference.

**8.60.070 Violation – Penalty**

Any person violating the regulations for outdoor burning as set forth within this chapter shall be guilty of a non-traffic civil infraction, punishable by a fine of not more than \$500.00 for each violation.

Section II

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

PASSED BY the Council and APPROVED by the Mayor this 5<sup>th</sup> day of December, 2016.

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

Mayor

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

Clerk

APPROVED as to form:

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



## ORDINANCE NO. 16-029

AN ORDINANCE amending Chapter 15.40 of the Camas Municipal Code by revising the title and adopting certain clarification amendments relating to blasting activity.

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

### Section I

The title to Chapter 15.40 of the Camas Municipal Code is hereby amended from “Explosive Materials” to “Blasting”.

### Section II

Section 15.40.010 B is hereby amended to provide as follows:

B. The definitions set forth in the currently adopted International Fire Code as pertaining to explosives and blasting and any amendments thereto, are adopted by reference.

### Section III

Section 15.40.020 B and G are hereby amended to provide as follows:

B. Blasting materials shall not be transported, sold, given, delivered or transferred to anyone in the city not in possession of a valid blasting permit.

G. The city shall have the power and authority to limit the level of blasting and, after examining all of the pertinent circumstances surrounding the proposed blasting, if it is deemed to be in the public interest, may then refuse to issue such permit or, in the case of a previously issued permit, may suspend or revoke the permit.

### Section IV

Section 15.40.030 B is hereby amended to provide as follows:

B. Evidence of current licenses issued to one or more individuals employed in the blasting work included but not limited to all applicable state licenses pursuant to WAC 296-52-61005 and a federal license as issued by the ATF.

## Section V

A new Subsection 15.40.030 G I hereby added to provide as follows:

G. Applications documents as submitted by the Permittee shall include language that states: The Permittee shall defend, indemnify and hold the city, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees arising out of or in connection with activities or operations performed by the permittee or on the permittee' s behalf out of the issuance of this permit, including the procurement of adequate insurance as required by the City, except for injuries and damages caused by the sole negligence of the City.

## Section VI

Section 15.40.040 is hereby amended to provide a title of "Fees" and is further amended to provide as follows:

- A. Blasting permit fees are pursuant to the current fee schedule as adopted by the City Council.
- B. Blasting permits are valid for a maximum twelve-month period. Extensions or renewal permits are permitted upon approval of the fire chief or his/her designee and require an updated application and payment of new application fees.
- C. If the actual costs exceed the permit fee, the applicant will be notified and will receive an invoice for the additional charges. That invoice must be paid within ten days of the date of notification or the city shall discontinue processing the application or, in the case of an already issued blasting permit, shall suspend the effectiveness of the blasting permit until the invoice is paid in full. The city shall not issue final approvals or building permits until all blasting fees including additional charges are paid.
- D. Approved variance from standard hours of operation (see CMC 15.40.90) may be subject to additional inspection fees pursuant the current established fee schedule.

## Section VII

Section 15.40.050 is hereby amended to provide as follows:

- A. The permittee shall procure and maintain, for the duration of the permitted operation, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work

performed under the permittee, their agents, representatives, employees, or subcontractors. The permittee shall provide a Certificate of Insurance evidencing:

Commercial General Liability (CGL) insurance written on an occurrence basis, with limits no less than \$5,000,000 Per Occurrence/ General Aggregate for personal injury, bodily injury, and property damage. Coverage shall include but not be limited to contractual and property damage. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage.

The City may, at its discretion, require additional amounts or types of insurance sufficient to cover potential claims for bodily injury, death or disability, and/or property damage. This shall be determined prior to issuance of a permit based upon the use proposed by the applicant, in order to reasonably protect the City's interest and the health, safety, and welfare of the public. The City shall be named as an additional insured on the CGL insurance policy with respect to the work performed by or on behalf of the permittee, and a copy of endorsement ISO Additional Insured State or Political Subdivisions Permit CG 20 12 05 3 or substitute form providing equivalent or better coverage shall be provided.

B. The certificate shall also state that the insurance company must give the city a minimum of thirty days' notice of cancellation of the required liability insurance coverage.

C. The permittee shall provide the city with written notice of any policy cancellation within two business days of their receipt of such notice.

### Section VIII

A new Section 15.40.085, Hours of Operation, is hereby added to provide as follows:

A. All blasting shall be conducted Monday through Friday. Blasting operations may occur only between sunrise and sunset, or between the hours of 8:00 a.m. and 5:00 p.m., whichever is the more restrictive. The fire chief or his/her designee may approve blasting between 5:00 p.m. and 7:00 p.m. Monday – Friday or on Saturday from 8:00 a.m. to 5:00 p.m. at his/her sole discretion, as deemed appropriate.

B. Requests for special exception to the hours of operation must be submitted to the fire chief or his/her designee no later than 12:00 p.m. on the date for which the exception is being requested. Approved variance may be subject to additional fees as per the current established fee schedule.

C. No blasting shall be permitted after 7:00 p.m. Monday through Friday, after 5:00 p.m. on Saturday, at any time on Sunday, or on any city-observed holiday.

Section IX

Section 15.40.110 F is hereby amended to provide as follows:

F. Monitoring. All blasts are to be monitored using blast-monitoring equipment designed for that purpose and carrying a certification of calibration dated with the current calendar year. The blast monitors shall record peak particle velocity and frequency in three orthogonal directions and air over pressure in dBL. For shots in which the pounds detonated per eight millisecond time increment are less than ten pounds, one blast monitor is required. When ten or more pounds are detonated per eight millisecond time interval, two blast monitors are required. All blast-monitoring records are to be signed and submitted to the city within twenty-four hours of each blast or as otherwise approved by the fire chief or his/her designee prior to commencing blasting activity.

Section X

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

PASSED BY the Council and APPROVED by the Mayor this 5<sup>th</sup> day of December, 2016.

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

SIGNED: \_\_\_\_\_  
Clerk

APPROVED as to form:

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

## ORDINANCE NO. 16-030

AN ORDINANCE amending Section 15.04.030 D of the Camas Municipal Code by adopting revisions to certain provisions of the International Fire Code.

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

### Section I

Section 15.04.030 D 6, first sentence, of the Camas Municipal Code is hereby amended to provide as follows:

D 6. Section 5604.1 of the International Fire Code is amended to provide as follows:

### Section II

Section 15.04.030 D 7 is hereby amended to provide as follows:

D 7. A new subsection is added to Section 5601.2 of the International Fire Code to provide as follows:

5601.2 Permits for retail sale of fireworks. Local permits required by RCW 70.77.270 shall be in accordance with Section 105 of the International Fire Code.

### Section III

Section 15.04.030 D 9 is hereby amended to provide as follows:

9. The following sections of the International Fire Code are adopted by reference. The limits referred to shall include all territory within the limits of the city except as hereinafter provided:

a. 5701.1 The limits referred to in Section 5704.2 of the International Fire Code, in which storage of flammable liquids in outside aboveground tanks is prohibited, are established as follows:

It is unlawful to store any Class 1 flammable liquids in aboveground tanks outside buildings within the city (unless approved by the Fire Marshal). In those approved areas the storage of Class 1 flammable liquids in aboveground tanks outside of buildings shall be not less than 10 feet from buildings.

ORDINANCE NO. 16-030

b. 6104.2 Storage of Liquefied Petroleum Gases in quantities greater than 2,000 gallons is prohibited.

c. 5604.1 Explosive storage.

The storage, handling, sale, use, and possession of explosives other than fireworks and blasting agents are prohibited.

The manufacturing, storage, handling, sale, use, and possession of fireworks and blasting agents shall be governed by Section 70.77 RCW, Section 212-12 WAC, and Sections 8.58 CMC

Exceptions:

- (1) The Armed Forces of the United States, Coast Guard or National Guard.
- (2) Explosives in forms prescribed by the official United States Pharmacopoeia.
- (3) The possession, storage and use of small arms ammunition when packaged in accordance with DOT packaging requirements.
- (4) The possession, storage and use of not more than one pound (0.454 kilograms) of commercially manufactured sporting black powder, 20 pounds (nine kilograms) of smokeless powder and 10,000 small arms primers for hand loading of small arms ammunition for personal consumption.
- (5) The use of explosive materials by federal, state and local regulatory, law enforcement and fire agencies acting in their official capacities.
- (6) Special industrial explosive devices which in the aggregate contain less than 50 pounds (23 kilograms) of explosive materials.
- (7) The possession, storage and use of blank industrial-power load cartridges when packaged in accordance with DOT packaging regulations.
- (8) Transportation in accordance with DOT 49 CFR Parts 100 through 178.
- (9) Items preempted by federal regulations.

d. 5504.1 Storage of Flammable Cryogenic Fluids shall comply with IFC.

e. 5005.1 Storage of Hazardous Materials shall comply with the IFC.

#### Section IV

A new Section 15.040.030 D 9.1 is hereby added to the Camas Municipal Code to provide as follows:



**15.04.030 D 9.1 International Fire Code Alarm and Detection Systems**

In addition to the requirements of IFC 907.2 an automatic fire alarm system shall be installed in every building in excess of 5,000 square feet hereinafter constructed, except those portions of Group A Division 5 occupancies that are open to the air, Group S Division 2 open car garages, Group R Division 3, and Group U occupancies. Where the building is provided with an approved automatic fire extinguishing system in accordance with Section 903, the requirements of this subsection may be omitted. All buildings required to have a fire alarm system by this code shall be:

- (a) Electronically monitored by an approved central proprietary or remote station service or, when approved by the Fire Marshal, by a local alarm which will give an audible signal at a constantly attended location.
- (b) Provided with a security key box in accordance with Section 506.1 and commonly keyed as approved by the City of Camas. Such security key boxes shall contain keys to the building and the fire alarm control panel and shall have the cover of the box connected to a separate zone on the fire alarm panel such that the alarm is activated at any time the cover of the key box is opened

Section V

A new Section 15.04.030 D 9.2 is hereby added to the Camas Municipal Code to provide as follows:

**15.04.030 D 9.2**

**Sky lantern defined**

As used in this Section, the term “sky lantern” shall mean an airborne lantern made of paper or other thin material with a frame that contains a candle or other fuel source which creates an open flame or a heat source designed to heat the air inside the lantern, causing the lantern to lift into the air. The sky lanterns defined herein are also commonly known as sky candles, fire balloons, and airborne paper lanterns.

**Sale and use of sky lanterns prohibited**

It is unlawful for any person or entity to sell, transfer, use, discharge, or ignite a sky lantern within the city limits. Any person or entity that violates this section shall be subject to a \$500.00 civil infraction per violation.

Section VI

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

PASSED BY the Council and APPROVED by the Mayor this 5<sup>th</sup> day of December, 2016.

ORDINANCE NO. 16-030

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

SIGNED: \_\_\_\_\_  
Clerk

APPROVED as to form:

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

## ORDINANCE 16-031

AN ORDINANCE OF THE CITY OF CAMAS GRANTING ASTOUND BROADBAND, LLC DBA WAVE A NON-EXCLUSIVE FRANCHISE FOR THE TRANSMISSION OF TELECOMMUNICATIONS IN, THROUGH, OVER AND UNDER THE RIGHTS-OF-WAY OF THE CITY OF CAMAS.

WHEREAS, Astound Broadband, LLC, a Washington limited liability company ("Grantee") has requested that the City grant it the right to install, operate and maintain a fiber optic-based telecommunications system within the public Rights-of-Way of the City; and

WHEREAS, the City Council finds it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to Grantee; and

WHEREAS, the City Council has the authority under state law to grant franchises for the use of its Rights-of-Way; and

WHEREAS, the City is willing to grant the rights requested by Grantee subject to certain terms and conditions.

NOW, THEREFORE, The City Council of the City of Camas does ordain as follows:

Section 1. Definitions. Where used in this Ordinance and the franchise granted hereby (the "Franchise") these terms have the following meanings:

A. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.

B. "City" means the City of Camas, a municipal corporation of the State of Washington.

C. "Emergency Situation" means an emergency involving likely loss of life or substantial property damage as determined by City in good faith.

D. "Facilities" means Grantee's fiber optic cable system constructed and operated within the City's Rights-of-Way, and shall include all cables, wires, conduits, ducts, pedestals and any associated converter, equipment or other facilities within the City's Rights-of-Way, designed and constructed for the purpose of providing Telecommunications Service not prohibited by this Ordinance.

E. "Franchise" shall mean the initial authorization or renewal thereof, granted by the City, through this Ordinance, or a subsequently adopted Ordinance, which authorizes construction and operation of the Grantee's Facilities for the purpose of offering Telecommunications Service not prohibited by this Ordinance.

F. “Franchise Area” means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

G. “Person” means an individual, partnership, association, joint stock company, trust, corporation, limited liability company or governmental entity.

H. “Rights-of-Way” means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas within the City.

I. “Telecommunications Service” means any telecommunications service, telecommunications capacity, or dark fiber, provided by the Grantee using its Facilities, either directly or as a carrier for its Affiliates, or any other Person engaged in Telecommunications Services, including, but not limited to, the transmission of voice, data or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading and home shopping, or other subsequently developed technology that carries a signal over fiber optic cable. Telecommunications Service shall also include non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses or institutions within the City and other lawful services not prohibited by this Ordinance. However, Telecommunications Service shall not include the provision of “cable services,” as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

## Section 2. Franchise Area and Authority Granted.

A. Facilities within Franchise Area. The City does hereby grant to Grantee the right, privilege, authority and franchise to construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along and across Rights-of-Way in the Franchise Area for purposes of telecommunications service as defined in RCW 82.04.065.

B. Permission Required to Enter onto Other City Property. Nothing contained in this Ordinance is to be construed as granting permission to Grantee to go upon any other public place other than Rights-of-Way within the Franchise Area. Permission to go upon any other property owned or controlled by the City must be sought on a case by case basis from the City.

C. Compliance with WUTC Regulations. At all times during the term of the Franchise, Grantee shall fully comply with all applicable regulations of the Washington Utilities and Transportation Commission.

## Section 3. Construction and Maintenance.

A. Grantee's Facilities shall be located, relocated and maintained within the Rights-of-Way in accordance with Camas Municipal Code (“CMC”) Chapter 5.45, and so as not to interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington. Whenever it is necessary for Grantee, in the exercise of its rights under the Franchise, to make any excavation in

the Rights-of-Way, Grantee shall obtain prior approval from the City of Camas Public Works Department, pay the applicable permit fees, and obtain any necessary permits for the excavation work pursuant to CMC Chapter 5.45, Article VIII. Upon completion of such excavation, Grantee shall restore the surface of the Rights-of-Way to the specifications established within the CMC Chapter 5.45, Article VIII. Upon completion of such excavation Grantee shall restore the surface of the Rights-of-Way to the specifications established within the CMC. If Grantee should fail to leave any portion of the excavation in a condition that meets the City's specifications per the CMC, the City may, on five (5) days' notice to Grantee, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition. Grantee shall pay to the City the reasonable cost of such work; which shall include, among other things, the City's overhead in obtaining completion of said work (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

B. Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by Grantee shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) days written notice to Grantee, the City may order all work necessary to restore the damaged area to a safe and acceptable condition and Grantee shall pay the reasonable costs of such work to the City, including City overhead (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

## CONSTRUCTION AND MAINTENANCE

All work done by Grantee in connection with the construction, operation, and maintenance of said fiber optic network shall be performed to the satisfaction and subject to the supervision of the city public works director or other duly constituted representative of the City.

Grantee shall not cause any permanent injury to the streets of the City or to the City's utilities located therein, nor shall Grantee in any manner unreasonably disturb or interfere with any water, gas, or sewer lines or other conduits now or hereafter laid by the City or any authorized company or corporation in said streets.

Except as to emergency repairs, Grantee shall, prior to installing, repairing, or relocating any pipe, main, conduit, or service line, file with the Public Works Department, or such other person designated by the City, plans and specifications thereof showing the work to be done, the location and nature of the installation to be made, repaired or maintained, and a schedule showing the time of beginning and completion, and shall secure the approval of the City before proceeding with any such work, and shall obtain all necessary permits and pay all applicable fees prior to proceeding with such work. Any subsequent changes in the plans, specifications, or schedules shall require the approval of the City.

## REPAIR

The Grantee shall, at its own cost and expense, promptly repair all streets and other public places in any way disturbed by the Grantee, its agents, employees, or contractors, and shall restore the same to as good a condition as the same were prior to doing any work therein. Whenever Grantee's construction, maintenance, and repair of the fiber optic require trenching in the improved roadway,



Grantee shall design and install a 0.12 foot depth asphalt pavement overlay over the entire travel lane and turn lanes impacted where Grantee has cut trenches into the improved roadway.

C. In the event of an Emergency Situation, Grantee may commence such emergency and repair work as required under the circumstances, provided that Grantee shall notify the City Public Works Director in writing as promptly as possible before such repair or emergency work commences, or as soon thereafter as possible, if advanced notice is not reasonably possible. The City may act, at any time, without prior written notice in the case of an Emergency Situation, but shall notify Grantee in writing as promptly as possible under the circumstances.

D. Grantee agrees that if any of its actions under the Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director.

#### Section 4. Location and Relocation of Facilities.

##### RELOCATION

Nothing on this Ordinance shall be deemed or construed to limit the power of the proper authorities of the City of Camas to prosecute and maintain public or local improvements. Whenever in the prosecution or maintenance of such improvements it becomes necessary to remove, readjust, relocate, or change the location of Grantee's fiber optic cable and appurtenances thereto, the same shall be done by and at the sole expense of the Grantee. Grantee shall remove, readjust, relocate, or change location of Grantee's fiber optic cable within 90 days of written notification from the City unless otherwise agreed to by City. In the event Grantee fails to do so, then City may, at Grantee's sole expense, have the fiber optic cable relocated by City's contractor. In such event, Grantee shall pay the cost of relocation within 30 days of submission of an invoice by City. This Section shall only apply if applied in a non-discriminatory manner and it is necessary for all fiber optic cable and appurtenances to be moved in the same location.

A. Grantee shall place any new Facilities underground where all adjacent existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed in connection with placement of new above-ground Facilities.

B. Grantee recognizes the need for the City to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the City and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each Right-of-Way segment shall be noted and conditioned with the issuance of each Right-of-Way permit. If adequate clear zones are unable to be achieved on a particular Right-of-Way, Grantee shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

C. In the event that the City orders the Grantee to relocate its Facilities for a project which is primarily for private benefit, the private party or parties causing the need for such project shall reimburse the Grantee for the cost of relocation in the same proportion as their contribution to the total cost of the project.

D. In the event of an unforeseen Emergency Situation that creates a threat to public safety, health or welfare, the City may require the Grantee to relocate its Facilities at its own expense, any other portion of this Section notwithstanding.

#### Section 5. Indemnification.

A. Grantee shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all third party claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and reasonable attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of Grantee or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted Grantee in the Franchise; *provided, however*, such indemnification shall not extend to injury or damage caused by the sole negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns.

B. In the event any such claim or demand be presented to or filed with the City, the City shall promptly notify Grantee thereof (and in any event prior to the date that Grantee's rights to defend such claim or demand would be prejudiced), and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, provided further, that in the event any suit or action be begun against the City based upon any such claim or demand, the it shall likewise promptly notify Grantee thereof, and Grantee shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

#### Section 6. Default.

A. If Grantee shall fail to comply with any of the provisions of the Franchise, unless otherwise provided in the Franchise, the City will serve upon Grantee a written order to comply within thirty (30) days from the date such order is received by Grantee. If Grantee is not in compliance with the Franchise after expiration of the thirty (30) day period, the City may act to remedy the violation and may charge the reasonable costs and expenses of such action to Grantee. The City may act without the thirty (30) day notice in case of an Emergency Situation. If any failure to comply with the Franchise by Grantee cannot be corrected with due diligence within said thirty (30) day period, then the time within which Grantee may so comply shall be extended for such time as may be reasonably necessary and so long as Grantee works promptly and diligently to effect such compliance. During such a period, if Grantee is not in compliance with the Franchise, and is not proceeding with due diligence in accordance with this section to correct such failure to comply, then the City may in addition, by ordinance and following written notice to

Grantee, declare an immediate forfeiture of the Franchise and all of Grantee's rights and obligations thereunder.

B. In addition to other remedies provided in this Franchise or otherwise available at law, if Grantee is not in compliance with requirements of the Franchise, and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending Grantee Right-of-Way use permits until compliance is achieved.

Section 7. Nonexclusive Franchise. The Franchise granted by this Ordinance is not and shall not be deemed to be an exclusive franchise. The Franchise granted by this Ordinance shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area. The Franchise granted by this Ordinance shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 8. Franchise Term/Fee.

A. Unless earlier terminated by Grantee upon notice to the City, the Franchise is and shall remain in full force and effect for a period of fifteen (15) years from and after the effective date of this Ordinance, provided that the term may be extended for an additional five (5) years upon the agreement of Grantee and the City; and provided further, however, that Grantee shall have no rights under the Franchise nor shall Grantee be bound by the terms and conditions of the Franchise unless Grantee shall, within thirty (30) days after the effective date of this Ordinance, file with the City its written acceptance of the Franchise, in a form acceptable to the City Attorney.

B. If the City and Grantee fail to formally renew the Franchise prior to the expiration of its term or any extension thereof, the Franchise shall automatically continue in full force and effect until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of intent not to renew the Franchise.

C. Fee: As compensation for the Franchise granted by this Ordinance, Grantee shall pay to the City a one-time franchise fee of \$ 2,500. Said franchise fee shall be payable within thirty (30) days of adoption of this Ordinance by the City. In addition, Grantee shall reimburse the City for the cost of publication of this Ordinance.

Section 9. Compliance with Codes and Regulations.

A. The rights, privileges and authority herein granted are subject to and governed by this Ordinance, the applicable laws of the State of Washington and the applicable laws of the United States, and all other applicable ordinances and codes of the City of Camas, as they now exist or may hereafter be amended, including but not limited to the provisions of CMC Chapter 5.45. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by Grantee shall be performed by Grantee in accordance with applicable federal, state and city rules and regulations, including the City's Public Works Policies and Standard Plans, and any required permits, licenses or posted fees, and applicable safety standards then in effect.

B. In the event that any territory served by Grantee is annexed to the City after the effective date of the Franchise, such territory shall be governed by the terms and conditions contained herein upon the effective date of such annexation.

C. The City acknowledges that Washington law currently limits the tax the City may impose on Grantee's activities hereunder to 6% of revenue derived from the provision of network telephone service (i.e., "telephone business" as defined in RCW 82.16.010) and that the federal Internet Tax Freedom Act prohibits the imposition of a tax or other fee on revenue derived by Grantee from Grantee's provision of Internet access services. Grantee agrees that if federal or Washington law is changed, Grantee, following not less than ninety (90) days written notice from the City, will negotiate in good faith with the City to amend the Franchise to expand the revenue base on which such tax is applied.

Section 10. Undergrounding. New Facilities shall be installed underground pursuant to Section 4 of the Franchise. Grantee acknowledges the City's policy of undergrounding of Facilities within the Franchise Area. Grantee will cooperate with the City in the undergrounding of Grantee's existing Facilities within the Franchise Area. If during the term of the Franchise, the City shall direct Grantee to underground Facilities within any Franchise Area, such undergrounding shall be at no cost to the City except as may be provided in RCW Chapter 35.99. Grantee shall comply with all federal, state, and City regulations on undergrounding. If the City undertakes any street improvement which would otherwise require relocation of Grantee's above-ground Facilities, the City may, by written notice to Grantee, direct that Grantee convert any such Facilities to underground Facilities.

Section 11. Record of Installations and Service.

A. With respect to excavations by Grantee and the City within the Franchise Area, Grantee and the City shall each comply with its respective obligations pursuant to RCW Chapter 19.122 and any other applicable state or federal law.

B. Upon written request of the City, Grantee shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided, however, any such plan so submitted shall be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

C. As-built drawings and maps of the precise location of any Facilities placed by Grantee in any Rights-of-Way shall be made available by Grantee to the City within ten (10) working days of the City's written request. These plans and maps shall be provided at no cost to the City and shall include hard copies and/or digital copies in a format commonly used in the telecommunications industry.

## Section 12. Shared Use of Excavations and Trenches.

A. If either the City or Grantee shall at any time after installation of the Facilities plan to make excavations in the area covered by the Franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of written request to do so, an opportunity to share such an excavation, *provided that*: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. In addition, pursuant to RCW 35.99.070, the City may request that Grantee install additional conduit, ducts and related access structures for the City pursuant to contract, under which Grantee shall recover its incremental costs of providing such facilities to the City.

B. The City reserves the right to not allow open trenching for five years following a street overlay or improvement project. Grantee shall be given written notice at least ninety (90) days prior to the commencement of the project. Required trenching due to an emergency will not be subject to five (5) year street trenching moratoriums, but should still follow repair requirements of Section 3.

C. The City reserves the right to require Grantee to joint trench with other franchisees if both entities are anticipating trenching within the same franchise area and provided that the terms of this Section are met.

## Section 13. Insurance.

A. Grantee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under the Franchise by Grantee, its agents, representatives or employees in the amounts and types set forth below.

1. Commercial General Liability insurance with limits no less than \$5,000,000 combined single limit for bodily injury (including death) and property damage, including premises operation, products and completed operations and explosion, collapse and underground coverage extensions;

2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$3,000,000 for each accident for bodily injury and property damage; and

3. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000 for each accident/disease/policy limit or as required by law.

B. Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of Grantee's insurance and shall not contribute with it.



C. Grantee shall furnish the City with certificates of the foregoing insurance coverage or a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Grantee's maintenance of insurance as required by the Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

F. Failure to Maintain Insurance. Failure on the part of the Applicant to maintain the insurance as required shall constitute a material breach of the permit or agreement, upon which the City may, after giving ten business days' notice to the Grantee to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

G. Notice of Cancellation. The Grantee shall provide the City with written notice of any policy cancellation, within ten business days of its receipt of such notice.

#### Section 14. Assignment.

A. This franchise and the rights herein granted may be assigned only with the consent of the City, which the City may not unreasonably withhold, condition, or delay, but no such assignment shall be of any force or effect until a copy thereof, certified as such by the proper officials of the Grantee, shall have been filed in the office of the City Clerk, nor until the City Council of the City shall have consented to such assignment. Any such successor or assignee of the Grantee must file with the City Clerk written acceptance of the rights and privileges conferred hereby and such successor's or assignee's agreement to fully comply with and abide by and be bound by the terms of this ordinance and all the requirements hereof, and to faithfully and timely keep and perform each and every term, covenant, agreement, obligation, and condition required of or imposed upon the Grantee hereunder.

B. Notwithstanding the foregoing, Grantee, without the consent of, but upon commercially reasonable notice to the City, may assign this agreement in whole or in part to: (a) an Affiliate (as defined in this Ordinance); or (b) a lender for security purposes only.

C. Grantee may lease the Facilities or any portion thereof to another or provide capacity or bandwidth in its Facilities to another, *provided that*: Grantee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of the Franchise.

Section 15. Abandonment and Removal of Facilities. Upon the expiration, termination, or revocation of the rights granted under the Franchise, the Grantee shall remove all of its Facilities from the Rights-of-Way of the City within ninety (90) days of receiving notice from the City's Public Works Director; *provided however*, that the City may permit the Grantee's improvements

to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Grantee's agreement to transfer ownership of the Facilities to the City, the Grantee shall submit to the City a proposal and instruments for transferring ownership to the City. Any such Facilities which are not permitted to be abandoned in place which are not removed within ninety (90) days of receipt of said notice shall automatically become the property of the City; *provided however*, that nothing contained within this Section shall prevent the City from compelling the Grantee to remove any such Facilities through judicial action when the City has not permitted the Grantee to abandon said Facilities in place.

Section 16. Miscellaneous.

A. If any term, provision, condition or portion of this Ordinance shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance which shall continue in full force and effect. The headings of sections and paragraphs of this Ordinance are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

B. Grantee shall pay for the City's reasonable administrative costs in drafting and processing this Ordinance and all work related thereto, which payment shall not exceed \$3,000. Grantee shall further be subject to all published permit fees associated with activities and the provisions of any such permit, approval, license, agreement of other document, the provisions of the Franchise shall control.

C. Failure of the City to declare any breach or default under this Franchise or any delay in taking action shall not waive such breach or default, but the City shall have the right to declare any such breach or default at any time. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

D. Notwithstanding anything to the contrary herein, any determination by the City with respect to matters contained in this Ordinance and matters related to the Franchise shall be made in accordance with applicable federal law, including without limitation any applicable rules and regulations promulgated by the Federal Communications Commission, applicable state law and in a reasonable and non-discriminatory manner.

Section 17. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City: Public Works Director City of Camas 616 NE 4 <sup>th</sup> Avenue Camas, WA 98607	Grantee: Astound Broadband, LLC 401 Parkplace Center, Suite 500 Kirkland, WA 98033 Attn: Steve Weed, CEO and Byron Springer, EVP
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Notice shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 18. Effective date. This Ordinance, being in compliance with RCW 35A.47.040, shall be in force and effect five (5) days from and after its passage, approval and publication, but only if the Grantee has accepted the terms and conditions thereof.

Passed by majority vote of the Camas City Council in open meeting this \_\_\_\_ day of \_\_\_\_\_, 2016.

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

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