



CITY COUNCIL REGULAR MEETING AGENDA

Monday, March 6, 2017, 7:00 PM

City Municipal Center, 616 NE 4th Avenue

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. Due to technical difficulties, the minutes of the February 21, 2017, Camas City Council Meeting and the Workshop minutes of February 21, 2017 were unable to be completed. The minutes will be submitted for approval on the March 20, 2017 Consent Agenda.
- B. Approve the automated clearing house and claim checks as approved by the Finance Committee.
- C. Authorize the Mayor to sign the Regional Justice Information Network (RegJIN) Intergovernmental Agreement with the City of Portland that will allow Camas Police Department to access the data base as an inquiry only agency. (Submitted by Mitch Lackey)
 [RegJIN Intergovernmental Agreement Inquiry Only Participant](#)
- D. Authorize the Mayor to sign the professional services agreement with CH2M Hill Engineers, Inc. for design and construction assistance for the 544 Zone Surface Water Main Improvements Phase 3 Project in an amount not to exceed \$217,769. Drinking Water State Revolving Fund (DWSRF) loans administered by the Washington State Department of Health (WSDOH) have been used since 2012 to complete surface water upgrades including the Slow Sand Water Filter Plant and two phases of surface water transmission main replacements. This third surface water transmission main upgrade project funded through the DWSRF loans will replace a 7,300 foot section of old pipeline from the end of the new treated water pipelines at the Slow Sand Water Treatment Plant to a new treated water pipeline at NE Ireland Way and NE 312th Avenue. This main is represented by the blue line on the attached map. (Submitted by James Carothers)
 [Surface Water Main Phase 3 Consultant Agreement](#)
[Surface Water System Base Map](#)

- E. Award the Lacamas Lane Landslide Improvements Project to McDonald Excavating, Inc. in the amount of \$281,316. The engineering estimate for this work was \$349,628. The 2017 budget for this project is \$700,000.
(Submitted by James Carothers)

 [Lacamas Lane Landslide Bid Summary](#)

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. 17-002 Amendments to Camas Municipal Code (CMC), Title 16 - Environment
Details: As part of a periodic code improvement project, the proposed minor amendments to CMC, Title 16 - Environment include updates to state law, corrections to typos, or to clarify sections that may have been challenging to administer since the past review cycle. The Planning Commission held a public hearing on December 20, 2016, and recommended that the amendments be forwarded to City Council for approval. City Council held a public hearing on February 6, 2017, approved the proposed amendments and directed the City Attorney to prepare an ordinance for adoption.
Presenter: Sarah Fox, Senior Planner
Recommended Action: Staff recommends Council move to adopt Ordinance No. 17-002 and publish according to law.

 [Ordinance No. 17-002 Amendments to Title 16](#)

[Exhibit A](#)

[Exhibit B](#)

[Exhibit C](#)

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.

**RegJIN PARTICIPANT INTERGOVERNMENTAL AGREEMENT
REGIONAL PARTNER AGENCY – INQUIRY ONLY**

This Intergovernmental Agreement (“Agreement”) is made effective on _____ (“Effective Date”) by and between the City of Portland, a municipal corporation of the State of Oregon, and its successors or assigns (hereinafter referred to as “City”) and Camas Police Department (hereinafter referred to as “RPA”), an Agency of the State of Washington, by and through their duly authorized representatives. Authority to enter into the Agreement is pursuant to Oregon Revised Statutes (“ORS”) 190.003. and RCW 39.34.030.

This Agreement may refer to the City and RPA individually as a “Party” or jointly as the “Parties.”

This Agreement shall be perpetual and remain in effect unless otherwise terminated per the terms of this Agreement.

RPA Contact:

Chief Mitch Lackey

Camas Police Department

2100 NE 3rd Avenue

Camas, Washington 98607

TEL: 360-834-4151

E-MAIL: mlackey@cityofcamas.us

City of Portland Contact:

Tammy Mayer

Portland Police Bureau

Records Division

1111 SW 2nd Avenue #1126

Portland, OR 97204

TEL: (503) 823 - 0101

E-MAIL: tamara.mayer@portlandoregon.gov

RECITALS

WHEREAS, the City has acquired a law enforcement Records Management System (“System”) to maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases; and

WHEREAS, the RPA is an Inquiry Only RPA as defined in this Intergovernmental Agreement for the System herein; and

WHEREAS, the RPA desires to Access the System as an Inquiry Only RPA; and

WHEREAS, the City and the RPA desire to enter into this Agreement and being fully advised; and

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. DEFINITIONS:

The following is a definition of terms used herein:

- A. "Access" means the authority granted by the City to the RPA's Authorized Users to review or receive information from the System.
- B. "Agreement" means this Participating Intergovernmental Agreement and all the Terms and Conditions, including all the documents referenced in the Order of Precedence.
- C. "Amendment" means a written document required to be signed by both Parties when in any way altering the Terms and Conditions or provisions of the Agreement.
- D. "Authorized Use" means functions and capabilities that a User is assigned and able to perform based on User ID and Password, as established by a System Administrator.
- E. "Authorized System User" means any User that has passed the authentication process of the System and is thereby authorized to Use the System's functions and components based on the permissions established by that User's credentials (User ID and password, fingerprints, etc.).
- F. "City Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPAA) and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.
- G. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) Days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing Party.

- H. "Cost Sharing Formula" means the Plan, adopted by the City based on recommendations by the User Board that apportions User Fees, capital, operation, maintenance, repair and equipment replacement costs and use of grant funding among the Entry RPAs and Inquiry Only RPAs. The Cost Sharing Formula may be amended as provided for in the User Board Master IGA.
- I. "Criminal History Record Information" means information collected by criminal justice agencies and stored or available through the System on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges and any dispositions arising therefrom, including, but not limited to sentencing, correctional supervision, and release.
- J. "Criminal Justice Information" means information collected by criminal justice agencies that is needed for their legally authorized and required functions. This includes Criminal History Record Information and investigative and intelligence information. It does not include agency personnel or administrative records used for agency operations or management.
- K. "Days" shall mean calendar days, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later, unless otherwise specified by the Agreement.
- L. Defects means one of the five types of Defects listed below and as outlined in Exhibit E, RegJIN Support Model, Figure 1:
- 1) "Material Defect" means an Error that impairs the Products as described in Critical Defect and for which no fix is available or forthcoming.
 - 2) "Critical Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor and at least 25% of the User base of the Production System are impacted in the same manner as defined in the System maintenance and support agreement for a Critical Defect.
 - 3) "High Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor and at least 25% of the active User base of the Production System and/or Hot Standby System environment are impacted in the same manner as defined in the System maintenance and support agreement for a High Defect.
 - 4) "Medium Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor.
 - 5) "Low Defect" means a Defect as defined in the System maintenance and support agreement between the City and the System Contractor. "Dissemination (Disseminate)" means the transmission of information, whether in writing, or electronically, to anyone outside the RPA that maintains the information, except reports to an authorized repository.
- M. "Documentation" means User manuals, and other written and electronic materials in any form that describe the features or functions of the System, including but not limited to published specifications, technical manuals, training manuals, and operating instructions.

- N. "Entry RPA" means a law enforcement agency that has signed the User Board Master IGA and a Full Entry Participant IGA with the City. Entry RPA, the City and their Authorized Users enter data into the System.
- O. "Equipment" means any hardware, machinery, device, tool, computer, computer components, computer system or other high-technology equipment, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper execution, installation and acceptable completion of the System.
- P. "Error" means any Defect, problem, condition, bug, or other partial or complete inability of the System to operate in accordance with the applicable Specifications and Documentation.
- Q. "Interface" means a point of interaction between System components or the device or code which enables such interaction; applicable to both Equipment and Software.
- R. "Inquiry Only RPA" means an agency that has signed this Inquiry Only Participant IGA with the City, providing Access to view some System data but does not input any agency data into the System and has no voting rights on the User Board.
- S. "Intelligence and Investigative Information" means information compiled in an effort to anticipate, prevent, or monitor possible criminal activity, or compiled in a course of investigation of known or suspected crimes.
- T. "Material Breach" means any breach of this Contract that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Contract.
- U. "Personal Computer (PC)" means commercial grade desk top computers that are capable of accessing System servers via a CJIS compliant connection.
- V. "Specifications" shall mean the specifications contained in the contract between the City and the Contractor for the System governing its implementation and use by the City, Entry RPA, and Inquiry Only RPA.
- W. "System" is the law enforcement records management system acquired and implemented by the City of Portland for use by the Portland Police Bureau and the RPA.
- X. "System Administrator" shall mean a specially trained Authorized User that is authorized to perform System administrative functions.
- Y. "System Manager" is the individual with designated named backups appointed by the City of Portland to manage and operate the System on a daily basis.
- Z. "Use" means the City authorized Access given to RPA to assign Users, permission levels, and receive information from the System.
- AA. "User" shall mean any person employed by or working on behalf of the City or an RPA, the City's and RPA's Bureaus and Divisions, Officers, Directors, and any person or entity authorized by the City and/or RPA to provide it with Services requiring use of the System,

and to use the City's or an RPA's resources in whole or in part, in the course of assisting the City or an RPA.

- BB. "User Board" shall mean the advisory body for the System that operates under the Master Intergovernmental Agreement for the User Board of the Regional Justice Information System Network (RegJIN).
- CC. "User Fees" are fees set by the City for RPA Access and use of the System and as agreed to between the City and a RPA in a Participating IGA. User Fees shall be updated annually based on the Cost Sharing Formula and do not require an Amendment.

2. ORDER OF PRECEDENCE:

In the event there is a conflict between the terms and conditions of one portion of this Agreement with another portion of this Agreement, the conflict will be resolved by designating which portion of the Agreement documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Agreement the order of precedence shall be:

Exhibit A – User Fees (Fiscal Year 2016-2017)

Exhibit B – Reserved

Exhibit C – System Procedures and Use Policy*

Exhibit D – Equipment and Security Requirements*

Exhibit E – RegJIN Support Model*

*Exhibits C, D, and E are available on the System's website at: <http://www.portlandonline.com/regjinrc/index.cfm?&c=51409>. Exhibits C, D, and E will be revised as necessary to conform to updated requirements and procedures.

3. STATEMENT OF PURPOSE:

The purpose of this Agreement is to define the terms and conditions under which the System will be Accessed and Used by the RPA.

4. SYSTEM ACCESS:

The City will contract with the System Contractor and will own all licenses to Access the System. The City will provide the RPA's Users Access to the System.

5. CITY PROVIDED SERVICES:

- A. Enable Access via Equipment, including PCs, laptops, and other hand held devices for Authorized Use of the System by RPA Users.
- B. Provide procedures, instructions and other documents to the RPA regarding the methods available and minimum requirements for RPA's Equipment to gain Access to the System.
- C. Provide instructions, documents, and arrange for the necessary training to certify one or more RPA System Administrators to perform limited administrative functions such as

- resetting passwords. RPA System Administrators will be trained as required, but not more than five (5) RPA employees will be trained at any one time.
- D. Support the RPA's System Administrators in the performance of their System related administrative functions.
 - E. Provide training materials to enable RPA trainers to provide System training and instruction to RPA Users.
 - F. Maintain and administer the System according to City of Portland Information Technology policies and procedures including backup and restore, operating system patches, and System version upgrades as required and certified by the System Contractor.
 - G. Ensure that audit logs are maintained in the System in accordance with CJIS requirements.
 - H. The City will provide a help line during normal business hours for RPAs to report System problems, Errors or Defects. Protocol for addressing System problems, Errors or Defects is established in Exhibit E, RegJIN Support Model. For issues, after hours, IO RPA can leave a phone message or email which will be responded to during the following business day.

6. IO RPA RESPONSIBILITY:

- A. Compliance with Applicable Law. RPA warrants it has complied and shall comply with all applicable laws, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.
- B. The RPA acknowledges and agrees that RPA employees will only use the System for Authorized Uses. Permission to use the information available in or through the System other than for Authorized Use shall be obtained in writing from the City or originating RPA prior to any such use.
- C. The RPA acknowledges and agrees that RPA employees and subcontractors will only Access the System and information available in or through the System as authorized in this Agreement. Permission to Access the System or information available in or through the System other than as authorized in this Agreement shall be obtained in writing from the City or originating RPA prior to any such Access.
- D. The RPA acknowledges and agrees that the RPA, RPA employees, and RPA subcontractors will not modify through computer programming or other techniques the functions, capabilities, and operations of the System unless written authorization is provided by the System Manager prior to performing such modifications.
- E. The RPA acknowledges and agrees that; pursuant to the directions of the Oregon State Police and Part IV of the National Crime Information Center (NCIC) Computerized Criminal History, Program Concepts and Policy; the City shall establish policy and exercise management control over all operations of the System. The System Procedures and Use Policy is attached as Exhibit C.

- F. RPA is responsible for providing its own Equipment, including PCs, and other RPA located devices required by RPA Users of the System.
- G. The RPA acknowledges and agrees that all RPA Equipment such as PCs with Access to the System will be configured to meet the System's minimum requirements to gain Access as specified in Exhibit D: Equipment and Security Requirements.
- H. The RPA acknowledges and agrees that all RPA Users shall meet the Personnel Security requirements specified in Exhibit D: Equipment and Security Requirements.
- I. RPA is responsible for maintaining RPA PCs according to City established requirements as specified in Exhibit D: Equipment and Security Requirements for the System.
- J. RPA is responsible for installing, configuring and providing network access to PC devices located in RPA facilities.
- K. RPA is responsible for providing secure network Access that 1) meets CJIS security requirements and 2) enables RPA to reach the System's network demarcation points.
- L. RPA is responsible for providing network connectivity that meets CJIS security policies and for providing all network communication devices, PCs and Equipment between RPA and the System (see Exhibit D for requirements).
- M. RPA is responsible for ensuring that all RPA network infrastructure and workstations with Access to the System comply with the most current CJIS security policy including, but not limited to, the physical security of workstations that are able to Access the System, access control, identification and authentication, information flow enforcement, and system and information integrity. RPA may contact the City to determine how to obtain the most current version of the CJIS security policy document. The RPA is responsible for resolving any problems uncovered as a result of an FBI audit. The City reserves the right to request and receive within a reasonable period, verification of RPA's compliance with CJIS policies.
- N. RPA is responsible for providing the City with the most current contact information for the RPA's security personnel and any changes thereof within seven (7) Days of the change.
- O. RPA is responsible for ensuring that all RPA Users that are granted Authorized Use of the System comply with the appropriate CJIS security requirements.

7. CONFIDENTIALITY:

- A. Maintenance of Confidentiality. The City and RPA shall treat as confidential any Confidential information that has been made known or available to them or that an RPA has received, learned, heard or observed; or to which an RPA has had access. The City and RPA shall use Confidential information exclusively for the City or RPA's benefit and in furtherance of this Agreement. Except as may be expressly authorized in writing by the City or originating RPA, in no event shall the City or RPA publish, use, discuss or cause or permit to be disclosed to any other person such Confidential information. The City and RPA shall (1) limit disclosure of the Confidential information to those directors, officers, employees and agents of the City or RPA who need to know the Confidential information, (2) exercise reasonable care with respect to the Confidential Information, at least to the

same degree of care as the City or RPA employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City or RPA who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the City or RPA's possession or custody or under its control. The City and RPA are expressly restricted from and shall not use Confidential intellectual property of the City or RPA without the City and that RPA's prior written consent.

- B. The RPA acknowledges that each RPA is subject to the Oregon or Washington Public Records Acts, as applicable, and Federal law. Third persons may claim that the Confidential Information may be, by virtue of its possession by the City or a RPA, a public record and subject to disclosure. RPA receiving a public records request agrees, consistent with its state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential. Specifically, Washington RPA shall abide by RCW 42.56 for cases involving public records contained in the City of Portland owned RegJIN System. A RPA's commitments to maintain information confidential under this Agreement are all subject to the constraints of Oregon or Washington Statutes and Federal laws. Within the limits and discretion allowed by those laws, the City and RPA will maintain the confidentiality of information.
- C. The RPA acknowledges and agrees that the City and each RPA owns its own data in the System. RMS data can only be disclosed by the agency that entered it. In the event of a public record request for System data which belongs to the City or another RPA, the City or receiving RPA shall inform both the requestor and the appropriate RPA within two business days that it is not the custodian of record for the requested data and identify the RPA that may be able to comply with the public record request. Notwithstanding the above, Washington RPA shall abide by Washington law including without limitation, RCW 42.56.
- D. The RPA acknowledges that unauthorized disclosure of Confidential Information will result in irreparable harm to the City or providing RPA. In the event of a breach or threatened breach of this Agreement, the City or affected RPA may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

8. LIMITS ON DISSEMINATION:

The RPA's Dissemination of Criminal Justice Information available in or through the RegJIN RMS shall follow current Criminal Justice Information Security policies and procedures and/or other applicable State and/or Federal Laws.

9. INFORMATION CONTROL AND RESPONSIBILITY:

The City will provide the RPA with a list of RPA Users and devices that are permitted Access to the System on an annual basis. The RPA shall verify the list and report any discrepancies within 60 Days. The RPA shall update the list of Authorized Users and devices to the City Administrator in a timely manner.

10. EQUITABLE REMEDIES:

The RPA acknowledges that unauthorized disclosure of City Confidential Information or misuse of a City computer system or network will result in irreparable harm to the City. In the event of a

breach or threatened breach of this Contract, the City may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

11. SECURITY:

- A. Physical Security – the RPA shall be responsible for maintaining the physical security of all devices that are authorized to Access the System, as well as any printed output (if authorized) or System Documentation which might permit unauthorized Access to, or Use of the System from within the RPA.
- B. On-Line Security – The System contains procedures and tools to ensure that only authorized RPA Users and RPA devices can Access the information available in or through the System. RPA Users will be required to enter System User IDs and passwords before gaining Access to the System. System functions and System data. The RPA is responsible for issuing unique individual System User IDs and passwords to RPA Users. The RPA acknowledges and agrees that RPA employees will not share System User IDs and passwords.
- C. Personnel Security – Any individuals that are provided Access to the System by the RPA through the issuing of System IDs and passwords shall undergo the following security checks:
 - 1) A personal background investigation equivalent to a background investigation that would enable them to Access the RPA's own Confidential information.
 - 2) Be fingerprinted and their identification and personal history verified through a check of the System's master name index, Oregon LEADS or Washington ACCESS (depending on the state in which the RPA resides), the National Crime Information Center, and the FBI's Criminal Identification files.
 - 3) Obtain appropriate certifications from the Oregon State Police for any LEADS and NCIC transactions for which the User is authorized to perform within the System.
- D. The RPA acknowledges and agrees to comply with applicable CJIS Security Policy, including, but not limited to, verifying identification, performing a state of residency and national fingerprint-based record check prior to Access in the System for all personnel who have direct access to Criminal Justice Information through RegJIN and for those RPA employees or contractors who have direct responsibility to configure and maintain computer systems and networks with direct Access to Criminal Justice Information through RegJIN. If applicable, RPA shall deny or terminate Access and deny issuing or revoke a System User ID and password if, upon investigation, any RPA employee requesting or currently Using a System User ID and password is found to be in violation of current CJIS policy.
- E. The RPA acknowledges and agrees to notify the City immediately to deactivate the System USER ID and password of any employee or contractor who is no longer an RPA employee, an RPA contractor, or who no longer requires Access to the System.
- F. RPA shall provide immediate written notification to the System Manager of any security breach that does or may affect the System or any other City systems. RPA shall provide written notification to the System Manager of any incident relating to System integrity such

as a computer virus or unauthorized System queries.

- G. Failure to comply with the Security and Access specifications contained in the Agreement and Exhibit D: Equipment and Security Requirements may, at the sole discretion of the City, result in the suspension of the RPA and the RPA Users' Access to the System until such failures are corrected to the City's satisfaction.

12. PROPRIETARY RIGHTS:

All trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to each Party are and will remain the exclusive property of that Party.

13. PAYMENT:

- A. RPA acknowledges and agrees to pay the City the amount set out in Exhibit A: User Fees, which shall conform to the Inquiry Only RPA cost allocations contained in the Cost Sharing Formula in the User Board Master IGA in effect at the time of billing.
- B. Additional RegJIN services and/or System functions that are not routinely provided to other Inquiry Only RPAs under this Agreement shall be added via Amendment and billed as a separate line item identified in Exhibit A.
- C. Exhibit A, User Fees, shall be adjusted to conform to changes in the Cost Sharing Formula or in the services and/or System functions provided by the City to the RPA.
- D. The City will invoice the RPA annually in conformance with Exhibit A: User Fees.
- E. The RPA shall submit payment within thirty (30) Days of receipt of the invoice from the City.
- F. Failure to pay the City as due will suspend the RPA's Access to the System until paid in full.

14. CITY AUDITS:

The City, either directly or through a designated representative, may conduct financial and performance audits directly related to this Agreement. City audits shall be conducted in accordance with generally accepted auditing standards. RPA shall provide the City's internal auditor or external auditor, and their designees with a copy of all reports, including any management letters issued as a result of the specified audits.

Access to Records – The City internal auditor or City external auditor, and their designees, shall be given the right, and the necessary access, to review the work papers of RPA audits if the City deems it necessary. Copies of applicable records shall be made available upon request at no cost to the City.

15. DURATION, WITHDRAWAL AND TERMINATION:

- A. This Agreement is perpetual and shall continue from year to year unless otherwise terminated.

- B. This Agreement may be terminated by either Party by the provision of a 90-Day written notice of termination to the other Party. Termination notices must be provided in writing and sent by certified US mail, with return receipt requested.
- C. The effective date of termination shall be on the 90th Day following the receipt of the termination notice.
- D. In the event of termination, RPA shall pay the City for work performed in accordance with the Agreement prior to the effective date of termination.

16. FORCE MAJEURE:

- A. In the event that either Party is unable to perform any of its obligations under this Agreement (or in the event of loss of Use) due to natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party (hereinafter referred to as a “Force Majeure Event”), the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance.
- B. If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

17. VIOLATIONS OF THE AGREEMENT:

In the event of violation of the provisions of this Agreement, or violation of the security policy by the RPA, RPA employees, and/or RPA contractors, the City shall have the authority to immediately restrict or prohibit Access to the System by RPA Users, RPA PCs, and other RPA devices until resolution of the problem to the satisfaction of the City. The RPA shall be notified in writing of such action, given 30 Days in which to cure the violation before Access is restricted or prohibited, and there shall be no charge for Access during any time that Access is prohibited.

18. ROLLING ESTOPPEL:

Unless otherwise notified by the RPA, it shall be understood that the City shall have met all its obligations under the Agreement. The City will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from the RPA within ninety (90) Days of the alleged deficiency and the RPA identifies the specific deficiency in the City’s fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected a specific performance requirement of City.

19. NOTICE:

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving Party hereafter shall specify in writing:

If to the Provider:

RegJIN System Manager
Portland Police Bureau

1111 SW Second Avenue, Room 1156
Portland, Oregon 97204-3232

If to the RPA:

Agency Contact Info

Mitch Lackey
Chief of Police
2100 NE 3rd Avenue
Camas, Washington 98607

20. AMENDMENTS:

Except as a section or subsection may otherwise specifically provide, limit, or prohibit, the City and RPA may amend this Agreement at any time only by written Amendment executed by the City and the RPA.

Any changes to the provisions of this Agreement shall be in the form of an Amendment. No provision of this Agreement may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Agreement as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

21. INTERPRETATION:

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Oregon law. This Agreement shall be construed according to the laws of the State of Oregon without reference to its conflict of law provisions

22. INDEMNIFICATION:

To the extent permitted by the Constitutions and laws of Oregon and Washington the RPA and the City shall hold each other harmless and indemnify each other for the negligent acts, actions or omissions to act of their respective entity's, commissioners, officers, employees, and agents in the performance of their respective responsibilities and duties under this Agreement. Notwithstanding the foregoing, neither Party shall in any way be liable to hold harmless or indemnify the other Party for any costs or claims arising directly, or indirectly, out of any System related activities in which they are not participating.

23. ASSIGNMENT:

The rights and obligations of each Party under this Agreement may not be assigned in whole or in part. Any attempted transfer shall be null and void, of no force or effect. Attempted transfer of this Agreement shall be considered Material Breach of contract.

24. WAIVER:

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

25. REMEDIES:

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

26. SURVIVAL:

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights as stated in this Agreement shall survive the termination or expiration of this Agreement.

27. NO THIRD PARTY BENEFICIARIES:

The Parties expressly agreed that nothing contained in the Agreement shall create any legal right or inure to the benefit of any third party.

This Agreement is entered into for the benefit of the City and RPA. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

28. SEVERABILITY:

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement

RegJIN INQUIRY ONLY INTERGOVERNMENTAL AGREEMENT

Signature Page

29. INTEGRATION:

This Agreement, including its Exhibits, constitutes the entire Agreement between RPA and the City and supersedes all prior written or oral discussions, proposals, presentations, understandings or agreements between the Parties on this subject.

The Parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

The Parties agree that they may execute this Agreement, and any Amendments to this Agreement, by electronic means, including the use of electronic signatures.

The Parties hereby cause this Agreement to be executed.

The City: City of Portland	RPA: City of Camas
By:	By:
Name:	Name: Mitch Lackey
Title:	Title: Chief of Police
Date:	Date:
By:	By:
Name:	Name: Scott Higgins
Title:	Title: Mayor
Date:	Date:



CH2M Portland, Oregon
2020 SW 4th Avenue
Suite 300
Portland, OR 97201
O +1 503 235 5000
F +1 503 736 2000
www.ch2m.com

Mr. Jim Hodges
City of Camas
616 NE 4th Avenue
Camas, Washington 98607

February 7, 2017

Subject: Camas Project WS-709
Proposal for Design of Approximately 7,300 Feet of Treated Water Pipeline R3

Dear Jim,

CH2M Hill Engineers, Inc. is pleased to submit our proposal for design and construction phase services for approximately 7,300 feet of new treated water pipeline associated with the new Slow Sand Water Treatment Plant. The new pipeline will replace a section of old pipeline from the end of the new treated water pipelines at the Slow Sand Water Treatment Plant to connect to a new treated water pipeline at NE Ireland Way and NE 312th Avenue.

The City of Camas and CH2M Hill Engineers, Inc. agree that the following provisions, changes and modifications are made a part of the AGREEMENT dated January 16, 2013 between CH2M HILL Engineers, Inc., and The City of Camas, Washington.

Proposed Scope of Work

Our proposal includes:

1. Evaluation of construction alternatives and pipeline size – CH2M will prepare draft and final technical memoranda addressing construction alternatives and pipeline size. The construction alternatives will include open cut replacement, pipe bursting, and horizontal directionally drilled undercrossings of the Little Washougal River. CH2M has budgeted for one meeting with the City to review the draft memorandum.
2. Surveying and brush clearing – CH2M will subcontract with Centerline Surveying to clear brush from the easement and complete a design survey for the new pipeline. Centerline Surveying will subcontract brush clearing to Green Construction, Inc. The brush clearing is expected to require nine days of work using a bulldozer with brush rake. A small portion of the alignment will need to be cleared by hand at the Little Washougal River Crossing. CH2M HILL assumes that no additional permanent easements are needed to construct the pipelines. The survey work includes easement definition and right of way resolution does not include boundary or right of way delineation. CH2M HILL assumes that construction staking will be provided by the Construction Contractor. CH2M HILL assumes that no permits will be needed to conduct the survey.

CH2M HILL assumes that the City of Camas will obtain permission to enter the properties for the survey. The design survey will include:

- a. A topographic survey for a corridor approximately 50 feet wide centered on the existing or proposed pipeline alignment.
 - b. One-foot contours will be generated and the associated surface files will be provided.
 - c. Existing driveways, gates, fences, and other features will be located.
 - d. Existing utilities will be shown based upon surface structures, utility paint markings and as-builts.
 - e. Trees, 6-inch diameter and larger will be depicted.
 - f. If found, existing monuments will be located.
 - g. Horizontal Datum will be Washington South Zone or other approved datum.
 - h. Vertical Datum will be Clark County or other approved datum.
 - i. Deliverables will include AutoCAD drawings and electronic plots and signed.
3. Permitting – CH2M anticipates that the following permits will be needed:
- a. Clark County Environmental
 - b. Clark County/Department of Ecology Shoreline Permit for Substantial Development
 - c. JARPA
 - d. Department of Fish and Wildlife (DFW) for a Hydraulic Project Approval (HPA) for crossing of the Little Washougal River
 - e. Cultural Resources
 - f. SEPA

CH2M will arrange for and attend one preapplication meeting with Clark County. CH2M will complete a wetland delineation and report. CH2M will complete a JARPA application for submission by the City of Camas. CH2M will negotiate on behalf of the City of Camas with DFW for a HPA and will complete an HPA application for submittal by the City of Camas. CH2M will complete draft and final Shoreline Permit applications. CH2M has budgeted for one review meeting with the City of Camas following submittal of the draft Shoreline Permit application. CH2M will conduct a cultural resources survey for the proposed alignment and will prepare a cultural resource report for submission to the Department of Health, Clark County, and the City of Camas (SEPA application). CH2M will prepare a SEPA application for submittal to the City of Camas as the lead permitting agency. After approval, the SEPA application will also accompany the other permit applications.

No application or permit fees are included in CH2M HILL's scope of work.

4. Preparation of bid documents – CH2M will prepare plans and specifications for the pipeline. CH2M anticipates that the plans will include seven plan profile sheets at a scale of 1 inch equals 50 feet, seven detail sheets (including erosion control details), three erosion control plan sheets, and three general sheets, for a total of 20 sheets.

During preparation of bid documents design, CH2M HILL will participate in three meetings with City of Camas staff at Camas City Hall and two field trips to the project site.

CH2M will update the specifications sections prepared for the earlier pipeline projects for this project. The specifications will be prepared as special conditions to be attached to City of Camas standard bidding documents. CH2M HILL will submit review drawings and specifications to the City of Camas at the approximate 60 percent completion point. After receiving written comments, CH2M HILL will prepare final drawings and specifications for review by the City. Upon receiving written approval from the City, CH2M HILL will finalize the design drawings for bidding. CH2M HILL assumes that the City will assemble, publish, and distribute the bidding documents.

5. Bidding and Construction Phase Services - CH2M HILL will provide support for up to two addenda during the bidding process and participate in one pre-bid meeting. CH2M HILL assumes that the City will manage the construction contracts and provide construction inspection using City staff. CH2M HILL will provide up to 80 hours of support during the construction phase for the pipeline project.

CH2M HILL assumes that the City will mark up drawings to show changes during construction. After construction is completed, CH2M HILL will use these markups to prepare construction record drawings. CH2M HILL assumes that the construction record drawings will not require review and revision.

CH2M HILL has assumed that the City of Camas will be responsible for utility applications.

Proposed Schedule

CH2M understands that construction of the pipeline needs to be completed by the end of August 2017 to allow sufficient time for commissioning before the City's water right becomes available on November 1, 2017. Our proposed schedule is:

1. Receive notice to proceed from the City of Camas by March 7
2. Met with City staff to review construction alternatives and pipeline size by March 14
3. Prepare submittal materials for Clark County preapplication meeting and make application by March 14
4. Start brush clearing for surveying on March 13
5. Start wetlands delineation and cultural resources survey March 13
6. Start surveying on March 20
7. Clark County preapplication meeting March 28
8. Complete SEPA March 28
9. Complete Shoreline Permit application April 7
10. Complete surveying and provide survey files April 14
11. Develop bid package with review meetings with City staff
12. Complete bid package May 19
13. Advertise and receive bids June 6
14. Construction notice to proceed June 20

15. Receive approved Shoreline Permit July 7
16. Construction July 1 to August 31
17. Critical work window for instream work first two weeks in August (confirm with discussions with DFW)

CH2M proposed to provide this scope of work on a time and materials basis with a not to exceed budget of \$217,769. Table 1 itemizes the proposed budget.

Regards,
CH2M HILL Engineers, Inc.

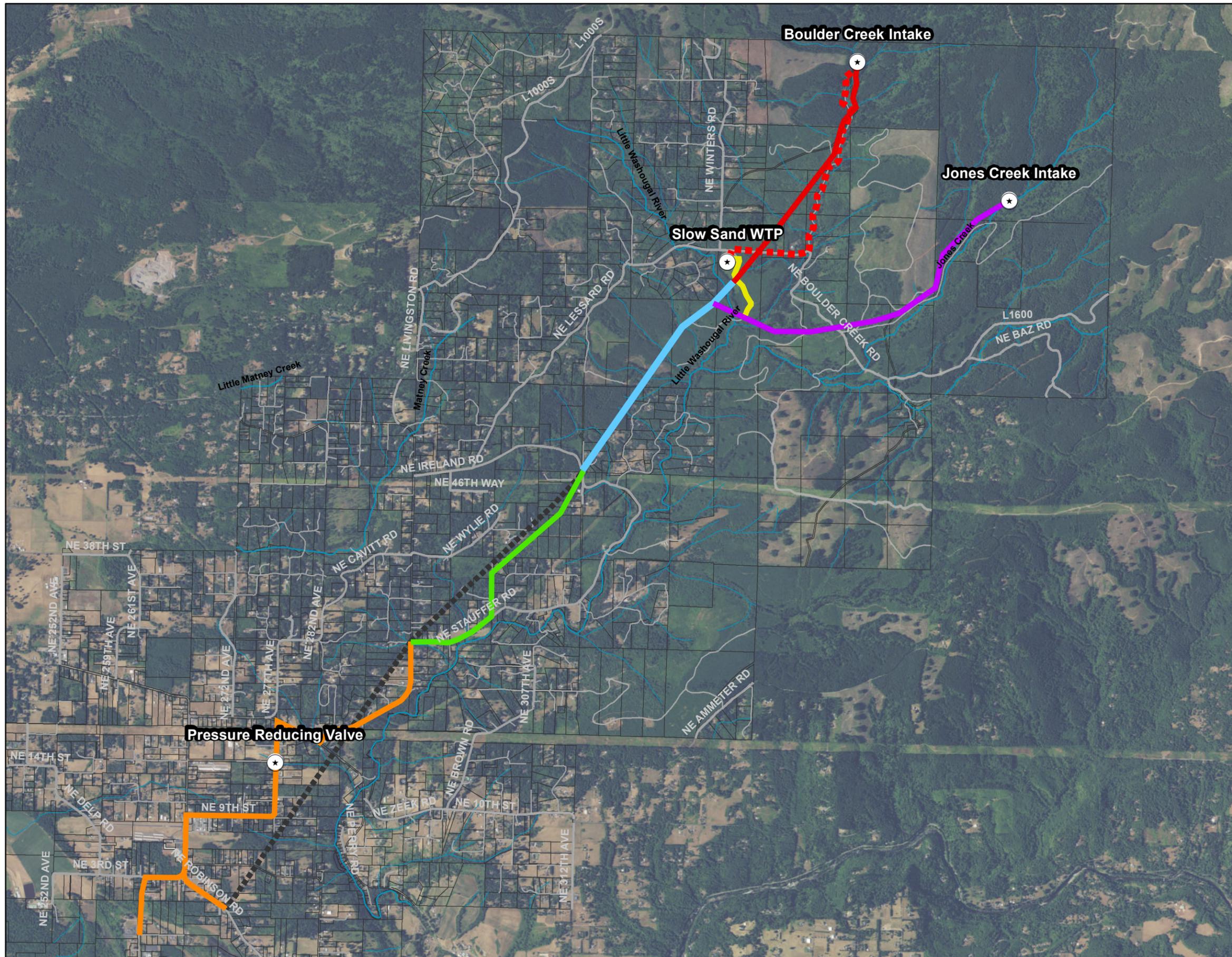


Joe Broberg, PE, P.Eng. PMP, PMI-ACP
Project Manager

Accepted by the City of Camas

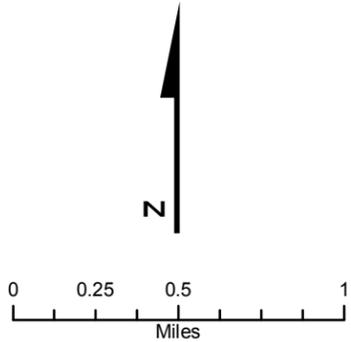
Signature and Title

Date



LEGEND

- ⊛ Structures
- Existing Boulder Creek Intake Pipeline
- - - Proposed Boulder Creek Pipeline - Construction Deferred
- Existing Jones Creek Intake Pipeline
- Jones & Boulder Connector Pipe - Installed 2016
- Existing 10" Pipeline to be Replaced with 12" or 14" Pipeline
- Transmission Pipeline - Installed 2016
- Transmission Pipeline - Installed 2013
- - - Abandoned Transmission Pipe
- Roads - Major
- Roads - Other
- Streams
- ▭ Parcels



Map of Camas Water Transmission Pipelines
City of Camas - Pipeline Project



I, Leisha Copsey, Deputy City Clerk, hereby certify that these bid tabulations are correct.

Leisha Copsey 2/28/17
 Leisha Copsey Date

PROJECT NO. SS-612C2	Engineer's Estimate: \$349,628.00	McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360.835.8794	Nutter Corporation 7211-A NE 43rd Avenue Vancouver, WA 98661 360.573.2000	NW Construction General Contracting, Inc. 22317 NE 72nd Avenue Battle Ground, WA 98604 360.687.2040	Clark & Sons Excavating, Inc. 7601 NE 289th Street Battle Ground, WA 98604 360.666.6788	Wildish Standard Paving Co. PO Box 40310 Eugene, OR 97404 541.485.1700
DESCRIPTION: Lacamas Lane Slide Repair						
DATE OF BID OPENING: February 28, 2017, at 10 AM Entered by: RLS						

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Project Surveying	LS	1.00	\$3,000.00	\$3,000.00	\$2,555.00	\$2,555.00	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
2	Construction Documentation (minimum bid \$15,000)	LS	1.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
3	Mobilization	LS	1.00	\$20,000.00	\$20,000.00	\$23,000.00	\$23,000.00	\$22,000.00	\$22,000.00	\$5,000.00	\$5,000.00	\$32,000.00	\$32,000.00	\$32,500.00	\$32,500.00
4	Project Temporary Traffic Control	LS	1.00	\$2,898.00	\$2,898.00	\$20,000.00	\$20,000.00	\$8,000.00	\$8,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$50,000.00	\$50,000.00
5	Clearing & Grubbing	LS	1.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$8,200.22	\$8,200.22	\$8,500.00	\$8,500.00	\$12,500.00	\$12,500.00	\$8,000.00	\$8,000.00
6	Removal of Structures and Obstructions	LS	1.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$4,250.00	\$4,250.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
7	Unsuitable Foundation Excavation Incl. Haul	CY	2,700.00	\$25.00	\$67,500.00	\$17.00	\$45,900.00	\$17.00	\$45,900.00	\$20.00	\$54,000.00	\$29.00	\$78,300.00	\$20.00	\$54,000.00
8	Quarry Spalls Borrow Incl. Haul (Buttress)	TON	6,000.00	\$35.00	\$210,000.00	\$21.00	\$126,000.00	\$26.00	\$156,000.00	\$25.00	\$150,000.00	\$24.00	\$144,000.00	\$18.00	\$108,000.00
9	Construction Geotextile for Soil Separation	SY	1,565.00	\$2.00	\$3,130.00	\$1.00	\$1,565.00	\$2.00	\$3,130.00	\$2.00	\$3,130.00	\$2.70	\$4,225.50	\$4.00	\$6,260.00
10	Underdrain Pipe 8 In. Diam.	LF	104.00	\$20.00	\$2,080.00	\$40.00	\$4,160.00	\$40.00	\$4,160.00	\$60.00	\$6,240.00	\$23.00	\$2,392.00	\$60.00	\$6,240.00
	Force Account - Underdrain System Repair and Connections														
11	Connections	LS	1.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
12	Solid Wall PVC Storm Sewer Pipe 8 In. Diam.	LF	62.00	\$100.00	\$6,200.00	\$75.00	\$4,650.00	\$100.00	\$6,200.00	\$200.00	\$12,400.00	\$37.00	\$2,294.00	\$120.00	\$7,440.00
13	Trench Safety System	LS	1.00	\$620.00	\$620.00	\$1.00	\$1.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$200.00	\$200.00	\$1,000.00	\$1,000.00
14	Cleanout	EA	3.00	\$200.00	\$600.00	\$195.00	\$585.00	\$350.00	\$1,050.00	\$300.00	\$900.00	\$200.00	\$600.00	\$1,100.00	\$3,300.00
15	Cement Concrete Traffic Curb and Gutter	LF	20.00	\$50.00	\$1,000.00	\$40.00	\$800.00	\$40.00	\$800.00	\$45.00	\$900.00	\$55.00	\$1,100.00	\$75.00	\$1,500.00
16	Cement Concrete Sidewalk	SY	80.00	\$50.00	\$4,000.00	\$115.00	\$9,200.00	\$60.00	\$4,800.00	\$115.00	\$9,200.00	\$66.00	\$5,280.00	\$60.00	\$4,800.00
17	Erosion Control and Water Pollution Control	LS	1.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00
18	PSIPE - Red Maple, 2" Cal.	EA	4.00	\$150.00	\$600.00	\$225.00	\$900.00	\$250.00	\$1,000.00	\$1,000.00	\$4,000.00	\$750.00	\$3,000.00	\$350.00	\$1,400.00
19	Illumination System	LS	1.00	\$2,000.00	\$2,000.00	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00	\$8,000.00	\$8,000.00	\$4,000.00	\$4,000.00	\$12,000.00	\$12,000.00

SUBTOTAL	\$349,628.00	\$281,316.00	\$302,240.22	\$304,520.00	\$323,391.50	\$325,440.00
WA STATE SALES TAX (NOT APPLICABLE)	N/A	N/A	N/A	N/A	N/A	N/A
CONTRACT TOTAL (BASIS OF AWARD)	\$349,628.00	\$281,316.00	\$302,240.22	\$304,520.00	\$323,391.50	\$325,440.00

**Irregular Bid: 1. Bidder was not registered as a plan holder.
 2. Bidder did not submit Certification Regarding Lobbying.**



PROJECT NO. SS-612C2	P.C.R., Inc. PO Box 630 Beavercreek, OR 97004	Thompson Bros. Excavating, Inc. 18211 NE Fourth Plain Rd. Vancouver, WA 98682	Advanced Excavating Specialists, LLC 1010 Columbia Blvd. Longview, WA 98632	Conway Construction Company 414 Pioneer St Ridgefield, WA 98642	McNealy Excavating, Inc. 81 Dubalson Drive Washougal, WA 98671
DESCRIPTION: Lacamas Lane Slide Repair					
DATE OF BID OPENING: February 28, 2017, at 10 AM Entered by: RLS	503.723.6480	360.254.7056	360.232.8854	360.887.3022	360.518.2536

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL								
1	Project Surveying	LS	1.00	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00	\$5,250.00	\$5,250.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00
2	Construction Documentation (minimum bid \$15,000)	LS	1.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
3	Mobilization	LS	1.00	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$37,000.00	\$37,000.00	\$34,000.00	\$34,000.00	\$25,000.00	\$25,000.00
4	Project Temporary Traffic Control	LS	1.00	\$8,000.00	\$8,000.00	\$17,000.00	\$17,000.00	\$45,000.00	\$45,000.00	\$20,000.00	\$20,000.00	\$24,000.00	\$24,000.00
5	Clearing & Grubbing	LS	1.00	\$20,000.00	\$20,000.00	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00	\$15,700.00	\$15,700.00	\$5,000.00	\$5,000.00
6	Removal of Structures and Obstructions	LS	1.00	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00
7	Unsuitable Foundation Excavation Incl. Haul	CY	2,700.00	\$15.00	\$40,500.00	\$25.00	\$67,500.00	\$24.00	\$64,800.00	\$23.00	\$62,100.00	\$22.00	\$59,400.00
8	Quarry Spalls Borrow Incl. Haul (Buttress)	TON	6,000.00	\$28.00	\$168,000.00	\$27.00	\$162,000.00	\$21.00	\$126,000.00	\$24.00	\$144,000.00	\$30.00	\$180,000.00
9	Construction Geotextile for Soil Separation	SY	1,565.00	\$3.00	\$4,695.00	\$2.00	\$3,130.00	\$4.00	\$6,260.00	\$2.00	\$3,130.00	\$2.00	\$3,130.00
10	Underdrain Pipe 8 In. Diam.	LF	104.00	\$45.00	\$4,680.00	\$55.00	\$5,720.00	\$55.00	\$5,720.00	\$50.00	\$5,200.00	\$50.00	\$5,200.00
11	Force Account - Underdrain System Repair and Connections	LS	1.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
12	Solid Wall PVC Storm Sewer Pipe 8 In. Diam.	LF	62.00	\$100.00	\$6,200.00	\$55.00	\$3,410.00	\$45.00	\$2,790.00	\$100.00	\$6,200.00	\$100.00	\$6,200.00
13	Trench Safety System	LS	1.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$0.00	\$0.00
14	Cleanout	EA	3.00	\$400.00	\$1,200.00	\$600.00	\$1,800.00	\$500.00	\$1,500.00	\$350.00	\$1,050.00	\$300.00	\$900.00
15	Cement Concrete Traffic Curb and Gutter	LF	20.00	\$30.00	\$600.00	\$35.00	\$700.00	\$35.00	\$700.00	\$35.00	\$700.00	\$40.00	\$800.00
16	Cement Concrete Sidewalk	SY	80.00	\$65.00	\$5,200.00	\$105.00	\$8,400.00	\$100.00	\$8,000.00	\$70.00	\$5,600.00	\$50.00	\$4,000.00
17	Erosion Control and Water Pollution Control	LS	1.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$2,500.00	\$2,500.00
18	PSIPE - Red Maple, 2" Cal.	EA	4.00	\$225.00	\$900.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$800.00	\$3,200.00	\$500.00	\$2,000.00
19	Illumination System	LS	1.00	\$8,500.00	\$8,500.00	\$16,000.00	\$16,000.00	\$12,000.00	\$12,000.00	\$17,800.00	\$17,800.00	\$18,000.00	\$18,000.00

SUBTOTAL	\$325,975.00	\$335,960.00	\$357,520.00	\$358,880.00	\$367,130.00
WA STATE SALES TAX (NOT APPLICABLE)	N/A	N/A	N/A	N/A	N/A
CONTRACT TOTAL (BASIS OF AWARD)	\$325,975.00	\$335,960.00	\$357,520.00	\$358,880.00	\$367,130.00

Irregular Bid: 1. Bidder did not submit Certification Regarding Lobbying. 2. Bidder did not submit certification regarding contracting with DBE, MBE, and Labor Area Surplus Firms. 3. Bidder did not submit E-Verify Memorandum of Understanding.



PROJECT NO. SS-612C2				Keystone Contracting, Inc. 417 NW 209th Street Ridgefield, WA 98642		3 Kings Environmental, Inc. PO Box 280 Battle Ground, WA 98604		Columbia Pacific Construction, Inc. 175 Hansen Lane Woodland, WA 98674	
DESCRIPTION: Lacam Lane Slide Repair				Entered by: RLS 360.887.0868		360.666.5464		360.225.6323	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Project Surveying	LS	1.00	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00
2	Construction Documentation (minimum bid \$15,000)	LS	1.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
3	Mobilization	LS	1.00	\$35,000.00	\$35,000.00	\$64,000.00	\$64,000.00	\$22,705.00	\$22,705.00
4	Project Temporary Traffic Control	LS	1.00	\$2,500.00	\$2,500.00	\$31,000.00	\$31,000.00	\$29,880.00	\$29,880.00
5	Clearing & Grubbing	LS	1.00	\$69,405.00	\$69,405.00	\$8,500.00	\$8,500.00	\$10,050.00	\$10,050.00
6	Removal of Structures and Obstructions	LS	1.00	\$3,500.00	\$3,500.00	\$3,300.00	\$3,300.00	\$3,550.00	\$3,550.00
7	Unsuitable Foundation Excavation Incl. Haul	CY	2,700.00	\$24.00	\$64,800.00	\$37.00	\$99,900.00	\$29.40	\$79,380.00
8	Quarry Spalls Borrow Incl. Haul (Buttress)	TON	6,000.00	\$24.00	\$144,000.00	\$27.00	\$162,000.00	\$36.35	\$218,100.00
9	Construction Geotextile for Soil Separation	SY	1,565.00	\$3.00	\$4,695.00	\$1.50	\$2,347.50	\$1.50	\$2,347.50
10	Underdrain Pipe 8 In. Diam.	LF	104.00	\$50.00	\$5,200.00	\$47.00	\$4,888.00	\$87.65	\$9,115.60
11	Force Account - Underdrain System Repair and Connections	LS	1.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
12	Solid Wall PVC Storm Sewer Pipe 8 In. Diam.	LF	62.00	\$100.00	\$6,200.00	\$150.00	\$9,300.00	\$185.00	\$11,470.00
13	Trench Safety System	LS	1.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$806.00	\$806.00
14	Cleanout	EA	3.00	\$500.00	\$1,500.00	\$350.00	\$1,050.00	\$320.00	\$960.00
15	Cement Concrete Traffic Curb and Gutter	LF	20.00	\$50.00	\$1,000.00	\$48.00	\$960.00	\$51.50	\$1,030.00
16	Cement Concrete Sidewalk	SY	80.00	\$70.00	\$5,600.00	\$54.00	\$4,320.00	\$51.30	\$4,104.00
17	Erosion Control and Water Pollution Control	LS	1.00	\$5,000.00	\$5,000.00	\$45,000.00	\$45,000.00	\$38,100.00	\$38,100.00
18	PSIPE - Red Maple, 2" Cal.	EA	4.00	\$400.00	\$1,600.00	\$2,000.00	\$8,000.00	\$1,840.00	\$7,360.00
19	Illumination System	LS	1.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$16,175.00	\$16,175.00

SUBTOTAL	\$384,000.00	\$479,065.50	\$479,133.10
WA STATE SALES TAX (NOT APPLICABLE)	N/A	N/A	N/A
CONTRACT TOTAL (BASIS OF AWARD)	\$384,000.00	\$479,065.50	\$479,133.10

**Irregular Bid: 1. Bidder was not registered as a plan holder.
 2. Bidder did not submit Certification Regarding Lobbying.
 3. Bidder did not submit certification regarding contracting with DBE, MBE, and Labor Area Surplus Firms.
 4. Bidder did not submit E-Verify Memorandum of Understanding.**

ORDINANCE NO. 17-002

AN ORDINANCE adopting amendments to Title 16 Environment of the Camas Municipal Code.

The Council of the City of Camas do ordain as follows:

Section I

The following sections of the Camas Municipal Code are amended as set forth in the attached Exhibit "A": 16.07.020; 16.13.060; 16.19.010; 16.31.010; 16.31.020 N; 16.31.070; 16.31.080; 16.31.100 A, B; 16.31.120; 16.31.130; 16.31.140 D, F, G; 16.31.150C, D4, D5, D6; 16.31.160; 16.33.010 B, C; 16.35.030 1, 3, 13; 16.35.040 B; 16.35.050 B; 16.35.060 B; 16.35.100 A; 16.51.090; 16.51.120 A, C 1 c, C 5; 16.51.130; 16.51.210 A, C; 16.53.040 B 3, 4, C 1, 2; 16.53.050 D 6, 7, 8; 16.61.040 B 3, D 4, E (opening paragraph), E 7.

Section II

The following sections of the Camas Municipal Code are hereby repealed: 16.07.025; 16.31.090; 16.33.020; 16.33.030; 16.33.040; 16.51.090 I; 16.53.050 D 6; and Chapter 16.21 Forms.

Section III

A new Section 16.31.015, titled "Archaeological Resource Policies" was moved from Section 16.33.015, as set forth in the attached Exhibit "B".

Section IV

There is hereby added to the Camas Municipal Code a new Section 16.51.125 "Vegetation Removal Permit" as set forth in the attached Exhibit "C".

Section V

The following chapter and section titles of the Camas Municipal Code are amended as follows:

- 1) Chapter 16.01 is hereby titled "State Environmental Policy Act (SEPA) General Provisions
- 2) Section 16.01.010 is hereby titled "State Environmental Policy Act Statutory Authority".

- 3) Section 16.07.020 is hereby titled "Exemption Levels".
- 4) Section 16.13.030 is hereby titled "SEPA Conditions".
- 5) Section 16.19.010 is hereby titled "Fees Required".
- 6) Section 16.31.080 is hereby titled "Predetermination Report Standards"
- 7) Section 16.31.100 is hereby titled "Predetermination Report and Review"
- 8) Chapter 16.33 is hereby titled "Public View and Open Space Protection".
- 9) Chapter 16.51 is hereby titled "General Provisions for Critical Areas".

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 ____ day of _____, 2017.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

CHAPTER 16.01 – STATE ENVIRONMENTAL POLICY ACT (SEPA) GENERAL PROVISIONS

16.01.010 - STATE ENVIRONMENTAL POLICY ACT STATUTORY AUTHORITY.

The city adopts this chapter under the State Environmental Policy Act (SEPA), RCW 43.21C.120, and the SEPA Rules, WAC 197-11-904.

CHAPTER 16.07 – SEPA CATEGORICAL EXEMPTION AND THRESHOLD DETERMINATIONS

16.07.020 – ~~FLEXIBLE EXEMPTION LEVELS.~~

A. The city establishes the following exempt levels for minor new construction ~~under WAC 197-11-800(1)(b)~~ based on local conditions, which is consistent with WAC 197-11-800(1):

<u>Project Types</u>	<u>Exempt Levels in Camas</u>
<u>Single family residential dwelling units</u>	Up to 40-9 dwelling units
<u>Multifamily residential</u>	<u>Up to 9 dwelling units</u>
Agricultural structures	Up to 30,000 square feet
Office, school, commercial, recreational, service or storage buildings (including associated parking lots)	Up to 1230 ,000 square feet <u>and</u> associated parking spaces-lots of up to 40 spaces.
Parking lots <u>not associated with a structure</u>	<u>Up to 20 parking spaces</u>
Landfills and excavation	Up to 500 cubic yards

- ~~1. For residential dwelling units in WAC 197-11-800(1)(b)(i) (Note: Range four to twenty units): up to ten dwelling units;~~
- ~~2. For agricultural structures in WAC 197-11-800(1)(b)(ii) (Note: Range ten thousand to thirty thousand square feet): up to thirty thousand square feet;~~
- ~~3. For office, school, commercial, recreational, service or storage buildings in WAC 197-11-800(1)(b)(iii) (Note: Range four thousand to twelve thousand square feet and twenty to forty parking spaces): up to twelve thousand square feet and up to forty parking spaces;~~
- ~~4. For parking lots in WAC 197-11-800(1)(b)(iv) (Note: Range twenty to forty parking spaces): up to forty parking spaces;~~
- ~~5. For landfills and excavations in WAC 197-11-800(1)(b)(v) (Note: Range one hundred to five hundred cubic yards): up to five hundred cubic yards.~~

B. Whenever the city establishes new exempt levels under this section, it shall send them to the Department of Ecology, headquarters office, Olympia, Washington, under WAC 197-11-800(1)(c).

C. The exemptions listed in CMC Section 16.07.020 and WAC 197-11-800 shall not apply within critical areas, or within 200 feet of a critical area boundary.

~~16.07.025 — ENVIRONMENTALLY SENSITIVE AREAS.~~

~~The city has adopted maps of certain areas within the city characterized as environmentally sensitive. These maps, which are incorporated by reference, shall be used to generally indicate the location of lands within the city characterized by steep slopes (fifteen percent or greater), potentially unstable soils, wetlands, and streams/watercourses. Lands containing such environmentally sensitive features, as determined by site investigation or studies, whether or not mapped, shall be subject to the provisions of this section. To the extent permitted by state law, the exemptions listed in CMC Section 16.07.020 and WAC 197-11-800 shall not apply within environmentally sensitive areas.~~

16.13.030 — SEPA CONDITIONS.

The city may attach conditions to a permit or approval for a proposal so long as:

- A. Such conditions are necessary to mitigate specific probable adverse environmental impacts identified in environmental documents prepared pursuant to this title; and
- B. Such conditions are in writing; and
- C. The mitigation measures included in such conditions are reasonable and capable of being accomplished; and
- D. The city has considered whether other local, state, or federal mitigation measures applied to the proposal are sufficient to mitigate the identified impacts; and
- E. Such conditions are based on one or more policies in Section 16.13.050 of this chapter, and cited in the license or other decision document.

16.13.060 — SEPA APPEAL.

Except for permits and variances issued pursuant to the Camas Shoreline Master Program, when any proposal or action ~~not requiring a decision of the city council~~ is conditioned or denied on the basis of SEPA by a nonelected official, the decision shall be appealable to the ~~city council~~ Hearings Examiner. Such appeal may be perfected by the proponent or any aggrieved party by giving notice to the ~~responsible official~~ City of Camas Clerk within ~~ten-fourteen (14)~~ ten (10) days of the ~~date the decision being was appealed~~ date the decision is issued. ~~Review by the city council shall be on a de novo basis.~~

CHAPTER 16.19 - FEES

Sections:16.19.010 — FEES REQUIRED.

The city shall require the following fees for its activities in accordance with the provisions of this title.

- A. ~~16.19.020~~—Threshold determination. For every environmental checklist the city reviews when it is lead agency, the city shall collect a fee in accordance with the most current fee schedule adopted by the city. The time periods provided for by this title for making a threshold determination shall not begin to run until payment of the fee.
- B. ~~16.19.030~~—Environmental impact statement.

1. ~~A.~~—When the city is the lead agency for a proposal requiring an EIS and the responsible official determines that the EIS shall be prepared by employees of the city, the city may charge and collect a reasonable fee from any applicant to cover costs incurred by the city in preparing the EIS. The responsible official shall advise the applicant(s) of the projected costs for the EIS prior to actual preparation; the applicant shall post bond or otherwise ensure payment of such costs.
2. ~~B.~~—The responsible official may determine that the city will contract directly with a consultant for preparation of an EIS, or a portion of the EIS, for activities initiated by some persons or entity other than the city and may bill such costs and expenses directly to the applicant. Such consultants shall be selected by mutual agreement of the city and applicant after a call for proposals. The city may require the applicant to post bond or otherwise ensure payment of such costs.
3. ~~C.~~—If a proposal is modified so that an EIS is no longer required, the responsible official shall refund any fees collected under subsection A or B of this section which remain after incurred costs are paid.

~~CHAPTER 16.21—FORMS~~

~~Sections:~~

~~16.21.010—ADOPTION BY REFERENCE.~~

~~The city adopts the following forms and sections of WAC Chapter 197-11 by reference:~~

197-11-960	Environmental checklist.
197-11-965	Adoption notice.
197-11-970	Determination of non-significance (DNS).
197-11-980	Determination of significance and scoping notice (DS).
197-11-985	Notice of assumption of lead agency status.
197-11-990	Notice of action.

CHAPTER 16.31 - ARCHAEOLOGICAL RESOURCE PRESERVATION

Sections:

16.31.010 - PURPOSE.

The discovery, identification, excavation, preservation and study of archaeological resources, the inventorying of archaeological sites and collections, and providing information to state, federal and private agencies regarding the impact of construction activities on archaeological resources are public functions, and the city is an appropriate agency to assist in the carrying out of these functions.

The purposes of this chapter are to:

- A. Encourage the identification and preservation of cultural, archaeological, and historic resources consistent with the Growth Management Act of 1990, as amended, and Camas' comprehensive plan;
- B. Establish clear procedures and specific standards for identifying, documenting and preserving Camas' cultural, archaeological and historic resources;
- C. Ensure use of the best available technology and techniques commonly accepted as standards in the profession of archaeology;
- D. Establish a fair and equitable process for balancing the identification and preservation of cultural, archaeological, and historic resources with economic development;
- E. Ensure coordination and consistency in the implementation of the State Environmental Policy Act, the Shoreline Management Act and the Growth Management Act.
- ~~F. Development of land should be regulated to mitigate adverse impacts to archaeological resources.~~

16.31.020 - DEFINITIONS.

In addition to those definitions listed in CMC Chapter 18.09, the following definitions shall apply to this chapter:

- A. "Adequately surveyed and documented" means that: (1) the survey method, level of analysis, and area covered are sufficient to meet the requirements of this chapter; and (2) the documentation is sufficient to allow another archaeologist to repeat the survey and reach the same conclusion. Adequacy shall be determined by the director.
- B. "Archaeological object" means an object that comprises the physical evidence of an indigenous and subsequent culture, including material remains of past human life, including monuments, symbols, tools, facilities and technological by-products (WAC 25-48-020(8)).
- C. "Archaeological resource survey" means procedure by which an archaeologist makes an assessment of the presence or absence of an archaeological site on a parcel, a preliminary assessment of a site's significance, and a recommendation for further evaluation, avoidance, mitigation, or recovery of resources.
- D. "Archaeological resources" means any material remains of human life or activities which are of archaeological interest. This shall include all sites, objects, structures, artifacts, implements, and locations of prehistoric or archaeological interest, whether previously recorded or still unrecognized, including, but not limited to, those pertaining to prehistoric and historic American Indian or aboriginal burials, campsites, dwellings, and their habitation sites, including rock shelters and caves, their artifacts and implements of culture such as projectile points, arrowheads, skeletal remains, grave goods,

basketry, pestles, mauls, and grinding stones, knives, scrapers, rock carvings and paintings, and other implements and artifacts of any material (WAC 25-48-020(10)). This shall also include any material remains of human life or activities from historic periods which are located at least partially below the ground surface necessitating the use of archaeological methods for study or recovery.

- E.** "Archaeological site" means a geographic locality in Washington, including but not limited to, submerged and submersible lands, and the bed of the sea within the state's jurisdiction, that contains archaeological objects (WAC 25-48-020(9)).
- F.** "Archaeologist" means either a qualified archaeologist (RCW 27.53.030(9)) or a professional archaeologist (RCW 27.53.030(8) and WAC 25-48-020(4)) who has been approved by the city. Both qualified archaeologists and professional archaeologists may perform predeterminations and surveys. Only professional archaeologists may perform services such as evaluation and data recovery for which a state permit is needed.
- G.** "DAHP" means the Washington State Department of Archaeology and Historic Preservation.
- H.** "Department" means the community development department.
- I.** "Director" means the director of the community development department or designee.
- J.** "Feature" means an artifact or set of artifacts which loses its integrity when moved due to its size and complexity (e.g., a hearth or a house floor).
- K.** "Known, recorded archaeological site" means an archaeological site which has been recorded with DAHP.
- L.** "Of archaeological interest" means capable of providing scientific or humanistic understandings of past human behavior, cultural adaptation, and related topics through the application of scientific or scholarly techniques such as controlled observation, contextual measurement, controlled collection, analysis, interpretation, and explanation (WAC 25-48-020(12)).
- M.** "Predetermination" means a procedure similar to, but of less intensity than an archaeological resource survey. Its purpose is to determine whether an archaeological site is likely to be present or absent on a parcel, and based on that determination recommend whether or not to proceed with an archaeological resource survey.
- N.** "Probability level" means ~~account~~ classification of property according to the probability of its having archaeological resources. The probability levels are low ~~(zero to twenty percent)~~, low-moderate ~~(twenty to forty percent)~~, moderate ~~(forty to sixty percent)~~, moderate-high ~~(sixty to eighty percent)~~, and high ~~(eighty to one hundred percent)~~, which are based on a combination of information from inventories and predictive models provided by DAHP, other agencies, tribal governments and local permit review. The probability levels ~~assigned to property~~ within the urban growth boundary of the city are generally shown on maps provided by Clark County Geographic Information Systems, identified in that map entitled "City of Camas Archaeological Probability, July 21, 2006."
- O.** "Significant archaeological site" means an archaeological site which has been determined by a professional archaeologist to contain: (1) archaeological objects at a density of at least one hundred per cubic meter per stratigraphic or cultural unit; or (2) at least one feature; or (3) at least one relatively uncommon archaeological object; or (4) skeletal remains.
- P.** "Survey" means archaeological resource survey.
- Q.** "Tribes" means any federally recognized or other local Native American government organization which may consider the site to be of historic or cultural significance.

16.31.030 - COORDINATION.

- A. General. Where the provisions of this chapter conflict with each other or with other laws, ordinances, or programs, the more restrictive provisions shall apply.
- B. SMA. The provisions of this chapter shall apply throughout Camas, including areas regulated by the Shoreline Management Act (SMA) and the Camas Shoreline Master Program.

- C. SEPA. The regulations of the State Environmental Policy Act (SEPA) shall supplement the provisions of this chapter.
- D. Development Review. For projects subject to Title 18, Chapter 18.55 of the Camas Municipal Code, a determination that an application is complete shall not be made until any required predetermination has been completed and a predetermination report has been submitted.

16.31.070 ~~—~~ PREDETERMINATION REPORT REQUIRED.

- A. Predetermination reports shall be required for any nonexempt ground-disturbing action or activity for which a permit or approval is required for the following:
 - 1. ~~Properties~~ within probability level high;~~;~~
 - 2. ~~B. — A predetermination shall be required for any nonexempt ground-disturbing action or activity for which a permit or approval is required and which is located on~~ a parcel of at least five acres within probability levels moderate-high and moderate~~;~~ or
 - 3. ~~C. — A predetermination shall be required for all nonexempt ground-disturbing actions or activities for which a permit or approval is required which are proposed within~~ one-fourth mile of a known, recorded archaeological site~~;~~
- ~~D. — B.~~ A predetermination shall be required when the director determines that reliable information indicates the possible existence of an archaeological site on a parcel for which an application for a permit or approval for a ground-disturbing action or activity has been submitted.
- ~~E. — C.~~ A predetermination shall be required when any item of archaeological interest is discovered during the course of a permitted ground-disturbing action or activity.
- ~~F. — D.~~ During the predetermination process, the director will determine whether a ground-disturbing action or activity is exempt under Section 16.31.060(B)(3) or 16.31.060(C)(7) of this chapter. In the event that the director is able to make such a determination of exemption based solely upon background research (Section 16.31.080(C)), the city shall reduce the applicant's total fee obligation for the project by one-half of the predetermination fee.
- ~~G. — E.~~ A predetermination shall not be performed when a survey is required under Section 16.31.110 of this chapter.
- ~~H. — F.~~ The director may waive the requirement for a predetermination if the applicant chooses to provide a survey in accordance with Sections 16.31.110 and 16.31.130 of this chapter.

16.31.080 - PREDETERMINATION REPORT STANDARDS.

A predetermination report shall be completed to the high standard of quality which fulfills the purposes of this chapter. Predeterminations shall include at a minimum the following elements ~~and be carried out according to the following standards~~:

- A. Predeterminations shall be performed by a qualified ~~or~~ professional archaeologist.
- ~~B. — Predeterminations shall be performed to the high standard of quality which fulfills the purposes of this chapter.~~
- ~~B.~~ Background Research. A thorough review of records, documentation, maps, and other pertinent literature shall be performed.
- ~~D. — C.~~ Surface Inspection. A visual inspection of the ground surface shall be completed when conditions yield at least fifty percent visibility.

~~E~~D. Subsurface Investigation. Subsurface investigation shall be performed when considered necessary by the archaeologist. When necessary, the following standards shall apply:

1. Subsurface probes shall be no less than eight inches/twenty centimeters in diameter (twelve inches/thirty centimeters or more preferred) at the ground surface, and shall delve no less than twenty inches/fifty centimeters deep into natural soil deposits whenever possible.
2. The most appropriate number of and locations for subsurface probes shall be determined by the archaeologist.
3. All material excavated by subsurface probes shall be screened using both one-fourth inch and one-eighth inch hardware mesh cloths.

~~16.31.090 - Predetermination reports.~~

~~A report shall be completed for each predetermination to the high standard of quality which fulfills the purposes of this chapter and standardized guidelines furnished by the department. A completed report shall be submitted to DAHP as well as the city.~~

16.31.100 - ~~REVIEW OF~~ PREDETERMINATION REPORTS ~~AND FURTHER ACTION-REVIEW~~

~~A. The A report shall be completed for each predetermination to the high standard of quality which fulfills the purposes of this chapter and standardized guidelines furnished by the department. A completed report shall be submitted to DAHP, -to the tribes, as well as the city. Refer to the tribal notification procedures in this chapter (Section 16.31.160). Predetermination reports shall be reviewed by the director.~~

- B. Predetermination reports shall be reviewed by the director. When the director determines that a predetermination report is complete and adequate, the director shall, based upon the information contained in the report, determine whether an archaeological site is likely to exist.
- C. Where the director determines that an archaeological site is not likely to exist, the application may proceed through the remainder of the development review process.
- D. Where the director determines that an archaeological site is likely to exist, an archaeological resource survey shall be required and carried out in accordance with the provisions of this chapter.

16.31.120 - SURVEY STANDARDS.

Surveys shall include at a minimum the following elements and be carried out according to the following standards:

- A. Surveys shall be performed by a professional archaeologist.
- ~~B. Surveys shall be performed to the high standard of quality which fulfills the purposes of this chapter.~~
- ~~C~~B. Background Research. A thorough review of records, documentation, and other pertinent literature shall be performed.
- ~~D~~C. Surface Inspection. A systematic, one hundred percent visual inspection of the ground surface shall be completed when conditions yield at least fifty percent visibility.
- ~~E~~D. Subsurface Investigation. Subsurface investigation shall be performed when considered necessary by the archaeologist, utilizing the same standards set forth within CMC Section 16.31.080(E).

16.31.130 - SURVEY REPORTS.

A report shall be completed for each survey in accordance with state guidelines and to the high standard of quality which fulfills the purposes of this chapter. A completed report shall be submitted to DAHP, the tribes, as well as the city.

16.31.140 - REVIEW OF SURVEY REPORTS AND FURTHER ACTION.

- A. Survey reports shall be reviewed by the director.
- B. When the director determines that a survey report is complete and adequate, the director shall, based upon the information contained in the report, determine whether an archaeological site has been identified.
- C. Where the director determines that no archaeological site has been identified, the application may proceed through the remainder of the development review process.
- D. Where the director determines that an identified archaeological site is not likely to be significant, has been identified and is DAHP and the tribes concur, not likely to be significant, the application may proceed through the remainder of the development review process.
- E. Where the director determines that an archaeological site has been identified and is likely to be significant, archaeological resources shall be further evaluated, avoided, properly mitigated, or properly recovered in accordance with the director's recommendation and subject to state regulations.
- F. Priority for protection in-place and thorough evaluation and data recovery shall be given to significant archaeological sites. Bonding may be required to ensure that the site is treated in accordance with the director's recommendation and provisions of the state permit.
- G. The City will coordinate with the state if mMonitoring and future corrective measures may be required to ensure that an archaeological site is not degraded by a permitted development.

16.31.150 - DISCOVERY PRINCIPLE.

In the event that any item of archaeological interest is uncovered during the course of a permitted ground-disturbing action or activity:

- A. All ground-disturbing activity shall immediately cease.
- B. The applicant shall notify the department and DAHP.
- C. The applicant shall provide for a predetermination and a predetermination report prepared in accordance with the provisions of this chapter. The director shall review the report and issue a determination in accordance with Section 16.31.100 of this chapter in a reasonably diligent manner, taking into account all pertinent factors and conditions (within seven calendar days whenever feasible). Where such determination is that an archaeological site is not likely to exist, construction may continue. Where such determination is that an archaeological site is likely to exist, the applicant shall provide a survey and survey report. The director shall produce a map of the parcel indicating clearly the portion(s) of the parcel, if any, within which construction may continue under the supervision of an archaeologist and monitoring by the director while the required survey is being completed. The provisions of this section shall apply.
- D. In the event any archaeological or historic materials are encountered during project activity, work in the immediate area (initially allowing for a one hundred-foot buffer; this number may vary by circumstance) must stop and the following actions taken:

1. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering; and
2. Take reasonable steps to ensure the confidentiality of the discovery site; and
3. Take reasonable steps to restrict access to the site of discovery.
4. The project proponent will notify the concerned tribes and all appropriate city, county, state, and federal agencies, including the Washington State Department of Archaeology and Historical Preservation (DAHP).
5. The agencies and tribe(s) will discuss possible measures to remove or avoid cultural material, and will reach an agreement with the project proponent regarding action to be taken and disposition of material.
6. If human remains are uncovered, appropriate law enforcement agencies shall be notified first, and the above steps followed. If the remains are determined to be native, consultation with the affected tribes will take place in order to mitigate the final disposition of said remains.

16.31.160 - NOTIFICATION TO TRIBES.

- A. Whenever a predetermination or survey is required, the applicant shall provide the tribes with a copy of the application and all supporting materials:
1. The submittal to the tribes must include city staff contact information. The report must also inform the tribes that any comments on the development must be received by the Director within fourteen days from the date that notification was mailed or electronic mailed ("email").
 2. Reports may be sent by certified mail, return receipt requested: or by email.
 3. For an application to be considered "technically complete", the applicant must and shall provide proof of compliance with this requirement mailing or emailing to the director.
- A.B. Comments from the tribes shall be accepted by the director until five p.m. on the fourteenth day from the date notification was mailed to the tribes. Should the fourteenth day fall on a nonbusiness day, the comment period shall be extended until five p.m. on the next business day.

CHAPTER 16.33 - PUBLIC VIEW, ~~&~~ OPEN SPACE PROTECTION ~~AND HISTORIC SITES AND STRUCTURES~~

Sections:

16.33.010 - PUBLIC VIEW, ~~&~~ OPEN SPACE PROTECTION ~~POLICIES AND HISTORIC SITES AND STRUCTURES.~~

B. Policies.

1. It is the city's policy to protect public views of the following significant natural and human-made features as viewed from public rights of way, public open spaces and water bodies, public trails and parks, or land that is planned for inclusion in the Open Space Network as identified in the City of Camas Park, Recreation and Open Space Comprehensive Plan (as currently adopted):

- ~~a) Mount Hood; and major bodies of water including~~
- ~~b) The Columbia River;~~
- ~~c) Lacamas Lake; and~~
- ~~d) the The Washougal River; and~~
- ~~e) The natural backdrop of Lacamas Lake and the Washougal River.~~

~~These include public places consisting of viewpoints, parks, scenic routes, and view corridors identified in the comprehensive plan and the comprehensive park and recreation plan.~~

2. It is the city's policy to protect public views of historic sites or landmarks designated by the city or identified in the review process which, because of their prominence of location or contrasts or siting, age, or scale, are easily identifiable visual features of their neighborhood or the city and contribute to the distinctive quality or identity of their neighborhood or the city.
3. A proposed project may be conditioned or denied to mitigate view impacts.
4. Mitigating measures may include, but are not limited to:
 - a. Requiring a change in the height of development;
 - b. Requiring a change in the bulk of the development;
 - c. Requiring a redesign of the profile of the development;
 - d. Requiring on-site view corridors or requiring enhancements to off-site view corridors;
 - e. Relocating the project on the site;
 - f. Requiring a reduction or re-arrangement of walls, fences, or plant material; and
 - g. Requiring a reduction or rearrangement of accessory structures including, but not limited to, tower railings and antennae.

C. Visual Analysis Required.

1. A view analysis must be submitted when a proposed development is likely to impact the public views of areas identified under Subsection B of this chapter.
2. All visual analyses are to be performed by a qualified Landscape Architect.
3. The visual analysis will assess both positive and negative visual impacts.
4. The supporting documentation must include a minimum of two views for consideration: the view from the development to the public view, and the view toward the development.

16.33.015 — ARCHAEOLOGICAL RESOURCES.

A. Policy Background.

- ~~1. The city has sites containing objects of archaeological and historical significance.~~
- ~~2. The discovery, identification, excavation, preservation and study of archaeological resources, the inventorying of archaeological sites and collections, and the providing of information to state, federal and private construction agencies regarding the impact of construction activities on archaeological resources are public functions, and the city is an appropriate agency to assist in the carrying out of these functions.~~
- ~~3. The conversion of undeveloped lands into residential, commercial and industrial uses may result in the destruction of archaeological resources.~~
- ~~4. Development of land should be regulated to mitigate adverse impacts to archaeological resources.~~

~~B. Policies.~~

- ~~1. It is the city's policy to identify, inventory and preserve archaeological resources and archaeological sites located within the city.~~
- ~~2. Whenever a development proposal contains a known or suspected archaeological site, the responsible officials shall assess the probable effect of the impact and the need for mitigating measures.~~
- ~~3. Whenever the responsible official determines that a development project may contain an archaeological site or may adversely impact a known archaeological site, the proponent may be required to retain the services of a qualified professional archaeologist to assess the impact of the development, and to propose such mitigating measures as may be necessary.~~
- ~~4. The responsible official shall notify the Washington State Office of Archaeology and Historic Preservation, Department of Community Development, of any development activity that may adversely impact a recognized or suspected archaeological site.~~
- ~~5. If the responsible official makes a written finding that a development project will adversely impact an archaeological site, then the responsible official may condition or deny the development project to minimize such adverse impact.~~
- ~~6. Mitigation measures may include:

 - ~~a. Reduction in size or scope of the project;~~
 - ~~b. Requiring the implementation of mitigation measures as recommended by a professional archaeologist;~~
 - ~~c. Requiring compliance with any permits or conditions as may be imposed or recommended by the Washington State Office of Archaeology and Historic Preservation.~~~~
- ~~7. If archaeological resources are discovered on a development site after approval of the development by the city without the imposition of appropriate mitigation measures, then the responsible official may issue an order to cease and desist all development activity in the affected area until such time as an appropriate archaeological resources assessment can be undertaken and mitigating measures, if necessary, implemented.~~

~~16.33.020 TRAFFIC AND TRANSPORTATION.~~

~~A. Policy Background.~~

- ~~1. Excessive traffic can adversely affect the stability, safety and character of Camas' neighborhoods and downtown.~~
- ~~2. Substantial traffic volumes associated with major projects may adversely impact surrounding areas.~~
- ~~3. Individual projects may create adverse impacts on transportation facilities which service such projects. Such impacts may result in a need for turn channelization, right-of-way dedication, street widening, or other improvements including traffic signalization.~~

~~B. Policies.~~

- ~~1. Minimize or prevent adverse traffic impacts that would undermine the stability, safety and/or character of downtown, a neighborhood, or surrounding areas.~~
- ~~2. In determining the necessary traffic and transportation impact mitigation, the responsible official shall examine the expected peak traffic and circulation pattern of the proposed project weighed against such factors as the availability of public transit; existing vehicular and pedestrian traffic conditions; accident history; the trend in local area development; parking characteristics of the immediate area; the use of the street as determined by the city and the availability of goods, services and recreation with reasonable walking or biking distance.~~

3. ~~Mitigating measures which may be applied to projects may include, but are not limited to:

 - a. ~~Changes in access;~~
 - b. ~~Changes in the location, number and size of curb cuts and driveways;~~
 - c. ~~Provision of transit incentives including transit pass subsidies;~~
 - d. ~~Bicycle parking;~~
 - e. ~~Signage;~~
 - f. ~~Improvements to pedestrian and vehicular traffic operations including signalization, turn channelization, right-of-way dedication, street widening, or other improvements proportionate to the impacts of the project; and~~
 - g. ~~Transportation management plans.~~~~
4. ~~For projects which result in adverse impacts, the responsible official may reduce the size and/or scale of the project if the responsible official determines that the traffic improvements outlined under the above paragraph would not be adequate to effectively mitigate the adverse impacts of the project.~~

~~16.33.030 GROUND AND SURFACE WATER QUALITY.~~

~~A. Policy Background.~~

1. ~~Camas' water quality is adversely affected primarily dumping of pollutants and drainage related sewage overflows into its lakes, streams, creeks, and other systems draining into the Washougal and Columbia Rivers.~~
2. ~~Camas' water quality is also adversely affected by storm drainage runoff; nonpoint source discharges from streets, parking lots and other impervious surfaces; and construction site runoff.~~
3. ~~Federal, state and regional water quality regulations and programs cannot always anticipate or eliminate adverse impacts to water quality.~~

~~B. Policies.~~

1. ~~It is the city's policy to minimize or prevent adverse water quality impacts.~~
2. ~~For any project proposal which poses a potential threat to water quality in Camas, the responsible official shall assess the probable effect of the impact and the need for mitigating measures. The assessment shall be completed in consultation with appropriate agencies with water quality expertise.~~
3. ~~If the responsible official makes a written finding that the applicable federal, state and regional regulations did not anticipate or are inadequate to address the particular impact(s) of the project, the responsible official may condition or deny the project to mitigate its adverse impacts.~~
4. ~~Mitigating measures may include, but are not limited to:

 - a. ~~Use of an alternative technology;~~
 - b. ~~Reduction in the size or scope of the project or operation;~~
 - c. ~~Landscaping; and~~
 - d. ~~Limits on the time and duration of the project or operation.~~~~

~~16.33.040 - PUBLIC FACILITIES.~~~~A. Policy Background.~~

- ~~1. A single development though otherwise consistent with zoning regulations, may create excessive demands upon existing public services and facilities. "Public services and facilities" in this context includes facilities such as sewers, storm drains, solid waste disposal facilities, parks, schools, police and fire facilities, and streets and services such as transit, solid waste collection, public health services, and police and fire protection, provided by either a public or private entity.~~

~~B. Policies.~~

- ~~1. It is the city's policy to minimize or prevent adverse impacts to existing public services and facilities.~~
- ~~2. The responsible official may require as part of the environmental review of a project, a reasonable assessment present and planned condition and capacity of public services and facilities to serve the area affected by the proposal.~~
- ~~3. Based upon such analyses, a project which would result adverse impacts on existing public services and facilities may be conditioned or denied to lessen its demand for services and facilities, or required to improve or add services and/or facilities to meet demand caused by the project.~~

CHAPTER 16.35 - HISTORIC PRESERVATION

16.35.030 - DEFINITIONS.

In addition to those definitions listed in CMC Chapter 18.03, the following terms when used in this chapter shall mean as follows, unless a different meaning clearly appears from the context:

1. "Board" shall refer to the ~~Clark County board of commissioners~~Board of County Councilors, except where reference is made to the "local review board" for purposes of the special valuation tax incentive program.
2. "Clark County cultural resources inventory" or "inventory" means a comprehensive inventory of historic resources within the boundaries of Clark County including resources identified in the Clark County cultural resources inventory and other inventories by local jurisdictions within Clark County.
3. "Commission" means the "Clark County ~~historic—Historic preservation—Preservation~~Commission."
4. "Contributing" means a property which dates to the historic period and retains sufficient physical integrity so as to convey its historic character.
5. "Cultural resources" consist of historic or prehistoric or archaeological sites and standing structures, cemeteries, burial grounds and funerary objects and distributions of cultural remains and artifacts.
6. "Emergency repair" means work necessary to prevent destruction or dilapidation to real property or structural appurtenances thereto immediately threatened or damaged by fire, flood, earthquake or other disaster.
7. "Historic district" is a geographically definable area possessing a significant concentration, linkage or continuity of sites, buildings, structures or objects united by past events or aesthetically by plan or physical development.

8. "National Register of Historic Places" means the national listing of properties significant to our cultural history because of their documented importance to our history, architectural history, engineering or cultural heritage.
9. "Noncontributing" means a property which either does not date to the historic period or has not retained sufficient physical integrity so as to convey its historic character.
10. "Ordinary repair and maintenance" means work for which a permit issued by the city is not required by law, and where the purpose and effect of such work is to correct any deterioration or decay of or damage to the real property or structure appurtenance therein and to restore the same, as nearly as may be practicable, to the condition prior to the occurrence of such deterioration, decay or damage.
11. "Qualified archaeologist" means a person who has had formal training and/or experience in archaeology over a period of at least three years, and has been certified in writing to be a qualified archaeologist by two professional archaeologists, as defined in RCW 27.53.030.
12. "Significance" shall refer to a quality of a property which helps one understand the history of the local area, state, or nation by illuminating the local, statewide or nationwide impact of the events or persons associated with the property, or its architectural type or style in information potential. The local area may be as large as Clark County or Southwest Washington, or as small as a neighborhood. Local significance may apply to a property that illustrates a theme that is important to one or more localities; state significance to a theme important to the history of the state; and national significance to property of exceptional value in representing or illustrating an important theme in the history of the nation.
13. "Special valuation tax incentive program" or "special valuation" means the local option program, ~~which makes~~ available to property owners a special tax valuation for rehabilitation of historic property(ies). ~~This program allows under which~~ the assessed value of an eligible historic property ~~is to be determined based on at~~ a rate that excludes, for up to ten years, the actual cost of the rehabilitation.
14. "Washington Heritage Register" means the state listing of properties significant to the community, state or nation but which do not meet the criteria of the National Register of Historic Places.

16.35.040 - CLARK COUNTY HISTORIC PRESERVATION COMMISSION.

- B. Composition of the Commission. Appointments to the commission shall be made by the ~~Clark County board of commissioners~~ Board of County Councilors. All members shall be selected based on the professional or demonstrated expertise criteria (CCC Section 18.328.040(B)), rather than by geographic distribution.

16.35.050 - NATIONAL REGISTER OF HISTORIC PLACES.

- B. The commission shall hold a duly advertised public hearing at a regularly scheduled meeting at which the applicable criteria are reviewed and a recommendation forwarded to the State Department of Archaeology and Historic Preservation (DAHP) within sixty days of the date of application. The ~~DAHP~~ DAHP shall complete the designation process and notify the applicant of the designation decision.

16.35.060 - CLARK COUNTY HERITAGE REGISTER.

- B. Nominating, Designating and Listing Property(ies) or Districts to the local Clark County Heritage Register.

16.35.100 - CLARK COUNTY CULTURAL RESOURCES INVENTORY.

- A. Purpose of the Inventory. The Clark County cultural resources inventory is a tool for planning and research, and includes those resources believed to have cultural or historic significance for the City, the Clark County, the region, or the nation, regardless of current ownership.

CHAPTER 16.51 - GENERAL PROVISIONS FOR CRITICAL AREAS

16.51.090 - APPLICABILITY.

~~Land proposals~~The following proposed activities below are subject to the criteria, guidelines, report requirements, conditions, and performance standards in this title:

- A. Binding site plan;
- B. Blasting permits;
- C. Commercial development;
- D. Conditional use permit;
- E. Light industrial or industrial development;
- F. Planned residential development;
- G. Short plat;
- H. Subdivision;

~~I. Shoreline substantial development permit;~~

~~J.I.~~ Any grading, filling, or clearing of land, or logging or removal of timber ~~on land characterized in a critical area described in CMC Section 16.51.070(A);~~ and

~~K.J.~~ Other activities as specified within this title.

16.51.120 - ALLOWED ACTIVITIES.

- A. Critical Area Report not ~~Required~~required. Activities which have been reviewed and permitted or approved by the city, or other agency with jurisdiction, for impacts to critical or sensitive areas, do not require submittal of a new critical area report or application under this chapter, unless such submittal was required previously for the underlying permit.
- C. Allowed Activities. The following activities are allowed:
1. Permit Requests Subsequent to Previous Critical Area Review. Development permits and approvals that involve both discretionary land use approvals (such as subdivisions, rezones, or conditional use permits) and construction approvals (such as building permits) if all of the following conditions have been met:
 - a. There have been no material changes in the potential impact to the critical area or management zone since the prior review,
 - b. There is no new information available that is applicable to any critical area review of the site or particular critical area,

- c. ~~The permit or approval has not expired or, if no expiration date, n~~No more than five years has elapsed since the issuance of ~~that the~~ permit or approval, and
5. Selective Vegetation Removal Activities. The following vegetation removal activities are allowed without a permit:
- a. The removal of invasive plant species including Himalayan blackberry (*Rubus discolor*, *R. procerus*), Evergreen blackberry (*Rubus laciniatus*), English Ivy as well as any other noxious weed or invasive plant species acknowledged by the city, ~~with hand labor and light equipment (e.g., push mowers, powered trimmers, etc.);~~
 - b. ~~Invasive plant removal must be performed with hand labor and light equipment (e.g., push mowers, powered trimmers, etc.); The removal of trees that are hazardous, posing a threat to public safety, or posing an imminent risk of damage to private property, from critical areas and management zones, provided that:~~
 - i. ~~The applicant submits a report from a certified arborist, registered landscape architect, or professional forester that documents the hazard and provides a replanting schedule for the replacement trees,~~
 - ii. ~~Tree cutting shall be limited to limbing and crown thinning, unless otherwise justified by a qualified professional. Where limbing or crown thinning is not sufficient to address the hazard, trees should be topped to remove the hazard rather than cut at or near the base of the tree,~~
 - iii. ~~The landowner shall replace any trees that are felled or topped with new trees at a ratio of two replacement trees for each tree felled or topped within one year in accordance with an approved restoration plan. Tree species that are native and indigenous to the site and a minimum caliper of two inches shall be used,~~
 - iv. ~~If a tree to be removed provides critical habitat, such as an eagle perch, a qualified wildlife biologist shall be consulted to determine timing and methods of removal that will minimize impacts, and~~
 - v. ~~Hazard trees determined to pose an imminent threat or danger to public health or safety, or to public or private property, or serious environmental degradation, may be removed or topped by the landowner prior to receiving written approval from the city; provided, that within fourteen days following such action, the landowner shall submit a restoration plan that demonstrates compliance with these provisions,~~
 - c. Measures to control a fire or halt the spread of disease or damaging insects consistent with the State Forest Practices Act; Chapter 76.09 RCW, and Camas fire department requirements; provided, that the removed vegetation shall be replaced in-kind or with similar native species within one year in accordance with an approved restoration plan;
 - ~~6~~d. Chemical Applications. The application of herbicides, pesticides, organic or mineral-derived fertilizers, or other hazardous substances, provided that their use shall be restricted in accordance with Department of Fish and Wildlife Management Recommendations, and the regulations of the Department of Agriculture and the U.S. Environmental Protection Agency;*
 - ~~7~~e. Minor Site Investigative Work. Work necessary for land use submittals, such as surveys, soil logs, percolation tests, and other related activities, where such activities do not require construction of new roads or significant amounts of excavation. In every case, impacts to the critical area shall be minimized and disturbed areas shall be immediately restored; and
 - ~~8~~f. Navigational Aids and Boundary Markers. Construction or modification of navigational aids and boundary markers.

16.51.130 - REVIEW REQUIRED.

Mapping. The approximate location and extent of critical areas are shown on ~~the adopted~~ critical area maps that are provided by interlocal contract by the Clark County Geographic Information Systems (a.k.a. "Maps Online"). These maps are to be used as a guide for the city, project applicants, and/or property owners, and may be continually updated as new critical areas are identified. They are a reference and do not provide a final critical area designation or delineation. If the proposed activity is within, adjacent to (within 200 feet), or is likely to impact a critical area, the city shall require a critical area report from the applicant that has been prepared by a qualified professional. If the report concludes that there is a critical area present then the city of Camas shall:

- A. Review and evaluate the critical area report;
- B. Determine whether the development proposal conforms to the purposes and performance standards of these provisions;
- C. Assess potential impacts to the critical area and determine if they are necessary and unavoidable; and
- D. Determine if any mitigation proposed by the applicant is sufficient to protect the functions and values of the critical area and public health, safety, and welfare concerns consistent with the goals, purposes, objectives, and requirements of these provisions.

16.51.210 - CRITICAL AREA MARKERS, SIGNS AND FENCING.

- A. Temporary Markers. The outer perimeter of the management zones and/or critical areas ~~may be required~~must to be marked in the field in such a way as to ensure that no unauthorized intrusion will occur, and verified by the director prior to the commencement of permitted activities. This temporary marking, ~~if required,~~ shall be maintained throughout construction, and shall not be removed until installation of permanent signs, if required, are in place or final city approval is granted.
- C. Fencing. ~~The director may condition any permit or authorization issued pursuant to this chapter to require the applicant to install~~ation of a permanent fence ~~to city specifications~~ at the edge of the habitat conservation area or management zone ~~is required,~~ when, in the opinion of the city,
 1. Fencing may be waived in the following circumstances:
 - a. The applicant demonstrates that fencing will ~~not reasonably~~ prevent future impacts to the habitat conservation area.
 - b. The director determines that a proposed use adjoining the buffer does not pose a threat to the critical area and buffer functions, or there is a public safety issue.
 2. Fencing installed as part of a proposed activity shall be designed so as to not interfere with species migration, including fish runs, and shall be constructed 42-inches high and in a manner that minimizes habitat impacts. Approved fencing styles include: vinyl coated chain link, wooden split rail, or similar, as approved by the city.

CHAPTER 16.53 - WETLANDS

16.53.040 - STANDARDS.

- B. Wetland Buffers.
 3. Where a residential ~~plats and subdivisions~~ is proposed ~~within shoreline jurisdiction~~, wetlands and wetland buffers shall be placed within a non-buildable tract. Refer to density transfer options within CMC Chapter 18.09 Density and Dimensions, if lot dimensions are reduced below minimum standards. ~~unless creation of a tract would result in violation of minimum lot depth standards.~~

4. Adjusted Buffer Width ~~in Shoreline Jurisdiction.~~
- a. Adjustments Authorized by Wetland Permits. Adjustments to the required buffer width are authorized by Section 16.53.050(D) of this section upon issuance of a wetland permit.
 - b. Functionally Isolated Buffer Areas. Areas which are functionally separated from a wetland and do not protect the wetland from adverse impacts shall be treated as follows:
 - i. Preexisting roads, structures, or vertical separation shall be excluded from buffers otherwise required by this chapter;
 - ii. Distinct portions of wetlands with reduced habitat functions that are components of wetlands with an overall habitat rating score greater than five points shall not be subject to the habitat function buffers designated in Tables 16.53.040-2 and 16.53.040-3 if all of the following criteria are met:
 - (A) The area of reduced habitat function is at least one acre in size;
 - (B) The area does not meet any WDFW priority habitat or species criteria; and
 - (C) The required habitat function buffer is provided for all portions of the wetland that do not have reduced habitat function.
 - (D) The buffer reduction afforded by this subsection shall not exceed seventy-five percent of the required buffer width of Category I and II wetlands.
- C. Standard Requirements. Any action granting or approving a development permit application shall be conditioned on all the following:
1. ~~Temporary Marking Buffer During Construction.~~ The location of the outer extent of the wetland buffer shall be marked in the field and such markings shall be maintained throughout the duration of ~~the permit~~ review and construction.
 2. Permanent Marking of Buffer Area. A permanent physical demarcation of fencing and signs along the upland boundary of the wetland buffer area shall be installed and ~~thereafter perpetually~~ maintained.
 - a. ~~Fencing. Such demarcation may must consist of logs, a tree or hedge row, be 42-inches high continuous fencing, which is vinyl coated chain link, wooden split rail, or similar, as approved by the city or other prominent physical marking approved by the responsible official. In addition, signs~~
 - b. Signs must measure ~~small twelve inch (12") by eighteen inch (18")~~ and shall be posted on a six foot high green steel post at an interval of one per lot. If demarcation is along a tract boundary without lots, then place signs at an interval of ~~or~~ every one hundred feet, whichever is less, ~~and Signs must be perpetually maintained at locations along the outer perimeter of the wetland buffer as approved by the responsible official, and worded substantially as follows: Wetland and Buffer Area—Please rRetain in a natural state.~~
 - c. Fencing may be waived in the following circumstances:
 - i. The applicant demonstrates that fencing will ~~not reasonably~~ prevent future impacts to the ~~habitat conservation wetland and buffer~~ area.
 - ii. The director determines that a proposed use adjoining the buffer does not pose a threat to the critical area and buffer functions, or there is a public safety issue.

16.53.050 - WETLAND PERMITS.

D. STANDARDS—WETLAND ACTIVITIES. THE FOLLOWING ADDITIONAL STANDARDS APPLY TO THE APPROVAL OF ALL ACTIVITIES PERMITTED WITHIN WETLANDS UNDER THIS SECTION

- ~~6.~~ ~~Stormwater Facilities in Shoreline Jurisdiction. Stormwater facilities shall follow the specific criteria in the [Shoreline Master] Program, Chapter 6 at Section 6.3.15, Utilities Uses.~~
- ~~7~~6. Utility Crossings. Crossing wetlands by utilities is allowed, provided the activity is not prohibited by subsection (D)(1) of this section, and provided all the following conditions are met:
- a. The activity does not result in a decrease in wetland acreage or classification;
 - b. The activity results in no more than a short-term six-month decrease in wetland functions; and
 - c. Impacts to the wetland are minimized.
- ~~8~~7. Other Activities Allowed in a Wetland. Activities not involving stormwater management, utility crossings, or wetland mitigation are allowed in a wetland, provided the activity is not prohibited by subsection (D)(1) of this section and if it is not subject to a shoreline permit as listed in Chapter 2 of the [Shoreline Master] Program, and provided all the following conditions are met:
- a. The activity shall not result in a reduction of wetland acreage or function; and
 - b. The activity is temporary and shall cease or be completed within three months of the date the activity begins.

CHAPTER 16.61 - FISH AND WILDLIFE HABITAT CONSERVATION AREAS

16.61.040 - PERFORMANCE STANDARDS—SPECIFIC HABITATS.

- B. Anadromous Fish.
3. Fills may only intrude into water bodies used by anadromous fish when ~~consistent with the Camas shoreline master program, and~~ the applicant demonstrates that the fill is for a water-dependent use that is in the public interest.
- D. Stream Buffer Widths. Stream buffers are established for habitats that include aquatic systems. Unless otherwise allowed in this title, all structures and activities shall be located outside of the stream buffer area.
4. Alternative Mitigation for Stream Buffer Areas. The requirements set forth in this section may be modified at the city ~~of Camas's~~ discretion if the applicant demonstrates that greater habitat functions, on a per function basis, can be obtained in the affected drainage basin as a result of alternative mitigation measures.
- E. Stream Buffer Areas, Ponds, ~~Lakes,~~ and Waters of the State. The following specific activities may be permitted within a stream buffer area, ponds, ~~lake,~~ and water of the state, or associated buffer when the activity complies with ~~the provisions set forth in the city of Camas shoreline master program, and subject to~~ the following standards:
7. Public Flood Protection Measures. New public flood protection measures and expansion of existing ones may be permitted, subject to the city ~~of Camas's~~ review and approval of a critical area report and the approval of a federal biological assessment by the federal agency responsible for reviewing actions related to a federally listed species.

ARCHAEOLOGICAL

16.33.015 - ARCHAEOLOGICAL RESOURCES POLICIES

A. Policies.

1. It is the city's policy to identify, inventory and preserve archaeological resources and archaeological sites located within the city.
2. Whenever a development proposal contains a known or suspected archaeological site, the responsible officials shall assess the probable effect of the impact and the need for mitigating measures.
3. Whenever the responsible official determines that a development project may contain an archaeological site or may adversely impact a known archaeological site, the proponent may be required to retain the services of a qualified professional archaeologist to assess the impact of the development, and to propose such mitigating measures as may be necessary.
4. The responsible official shall notify the Washington State Office of Archaeology and Historic Preservation, Department of Community Development, of any development activity that may adversely impact a recognized or suspected archaeological site.
5. If the responsible official makes a written finding that a development project will adversely impact an archaeological site, then the responsible official may condition or deny the development project to minimize such adverse impact.
6. Mitigation measures may include:
 - a. Reduction in size or scope of the project;
 - b. Requiring the implementation of mitigation measures as recommended by a professional archaeologist;
 - c. Requiring compliance with any permits or conditions as may be imposed or recommended by the Washington State Office of Archaeology and Historic Preservation.
7. If archaeological resources are discovered on a development site after approval of the development by the city without the imposition of appropriate mitigation measures, then the responsible official may issue an order to cease and desist all development activity in the affected area until such time as an appropriate archaeological resources assessment can be undertaken and mitigating measures, if necessary, implemented.

Revision Note: This section was previously located at CMC Section 16.33.015

Title 16

March 6, 2017

CRITICAL AREAS

CHAPTER 16.51 - GENERAL PROVISIONS FOR CRITICAL AREAS

16.51.125 VEGETATION REMOVAL PERMIT

A. Vegetation and tree removal from a critical area or its management zone must be approved by the Director. An application must include the following information:

1. The applicant must submit a report from a certified arborist or professional forester that documents the hazard and provides a pruning plan or replanting plan for the replacement trees and vegetation. Report must be prepared by a professional unaffiliated with the company proposing to remove the tree(s).
2. Tree pruning is preferred over felling. Pruning includes the removal of a hazardous branch; crown thinning or crown reduction. When pruning is insufficient to address the hazard, then trees should be removed as justified by a qualified professional.
 - a. Tree topping is prohibited. Topping is the cutting of tree branches to stubs or to lateral branches that are not large enough to assume the terminal role.
 - b. Reduction. Reduction reduces the size of a tree, often for utility line clearance. Reducing a tree's spread is best accomplished by pruning back the leaders and branch terminals to secondary branches that are large enough to assume the terminal roles. Compared to topping, reduction helps maintain the form and structural integrity of the tree.
 - c. Crown cleaning and thinning. Proper pruning opens the foliage of a tree, reduces weight on heavy limbs, removes dead branches, and helps retain the tree's natural shape and height.

B. Mitigation Required. The landowner shall replace trees that are felled with new trees at a ratio of two replacement trees for each tree felled within one year in accordance with an approved restoration plan.

1. Tree species that are native and indigenous to the site and a minimum caliper of two inches shall be used.

2. If a tree to be removed provides critical habitat, such as an eagle perch, a qualified wildlife biologist shall be consulted to determine timing and methods of removal that will minimize impacts.

C. Hazard trees determined to pose an imminent threat or danger to public health or safety, or to public or private property, or serious environmental degradation, may be removed by the landowner prior to receiving written approval from the city; provided, that within fourteen days following such action, the landowner shall submit a proof of hazard (e.g. photos) together with a restoration plan that demonstrates compliance with these provisions.

Revision Note: Substantial portions of this new section were previously located at CMC Section 16.51.120 (C.5.b).