



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, April 13 2015**

6:00 p.m. REGULAR COUNCIL MEETING

AGENDA

- A. Call to order**
- B. Flag Salute**
- C. Roll Call**
- D. Approval of Agenda**
- E. Consent Agenda**

All matters, which are listed within the consent section of the agenda, have been distributed or made available for review to each member of the council prior to the meeting. Items listed are considered routine and will be enacted with one motion unless a council member specifically requests it to be removed from the Consent Agenda to be considered separately. The staff recommends the approval of the following items:

- 1. Approval of Minutes (TAB 1)
 - a. March 23, 2015 Special Meeting
 - b. March 23, 2015 Regular Meeting
- 2. Claims & Vouchers (TAB 2)
 - a. Checks: 37669 to 37677 + electronic payments \$41,487.42
 - b. Checks: 37678 to 37741 \$73,341.18
 - GRAND TOTAL: \$114,828.60

F. Reports

- 1. Staff Reports (TAB 3)
 - a. Police Chief's Report
- 2. Council Reports
- 3. Mayor's Report

G. Comments of Citizens and Guests Present

At this time, the mayor will call for any comments from the public on any subject not on the agenda. Please limit your comments to five (5) minutes. The City Council does not take any action or make any decisions during public comment. To request an item be added to a future agenda, please contact the city clerk for the council rules of procedure for agenda items.

H. Public Hearing

- 1. Vacation of a Portion of Public Right-of-Way
- 2. Critical Areas Ordinance Update

I. Business

J. Discussion

- 1. Vacation of a Portion of Public Right-of-Way (TAB 7) – *Cassinelli*
- 2. Sole Source Purchase Resolution, Western Fireworks (TAB 8) - *Cassinelli*
- 3. Western Display Fireworks Contract (TAB 9) - *Cassinelli*
- 4. Sole Source Purchase Resolution, Water Plant (TAB 10) – *Cassinelli*
- 5. Renewing DNR Interagency Agreement (TAB 11) – *Cassinelli*
- 6. Invoice Cloud for Utility Billing Payment Options (TAB 12) – *Karnofski*
- 7. FEMA Map Adoption (TAB 13) - *Cassinelli*

K. Correspondence and Written Reports (TAB 14)

- 1. Planning Commission – Vacation of a Portion of Public Right-of-Way
- 2. Planning Commission – Critical Areas Ordinance Update
- 3. Parks & Rec Commission – Project List & Hold Harmless

L. Future Discussion/Agendas

- 1. Amended Procedures Ordinance --*City Planner*
- 2. Pursuit of New Agreement with Seaview Sewer District –*Cassinelli*
- 3. Contract for Professional Engineering Services – *Jensen, Forner*

M. Adjournment

N. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Monday	04/13/15 04/27/15	6:00 p.m.	Community Building
City Council	Public Hearing–Critical Areas Ordinance	Monday	04/13/15	6:00 p.m.	Community Building
City Council	Public Hearing–Road Vacation	Monday	04/13/15	6:00 p.m.	Community Building
City Council	Special Meeting–Source water Plan	Monday	04/27/15	5:00 p.m.	Community Building
Parks & Rec. Commission	Regular Meeting	Tuesday Wednesday	04/14/15 04/15/15	6:00 p.m.	Ilwaco Fire Hall
Port of Ilwaco/City Council	Regular Meeting	Tuesday	04/14/15	5:00 p.m.	Port Meeting Rm
Planning Commission	Regular Meeting	Tuesday	05/05/15	6:00 p.m.	Community Building



CITY COUNCIL
Special Council Meeting
Monday March 23, 2015

A. Call to Order

Mayor Cassinelli called the special meeting to order at 5:01 p.m.

B. Roll Call

Councilmembers Forner and Chambreau, Mayor Cassinelli, Public Works Supervisor Dave McKee, Deputy Clerk Holly Beller, Parks and Recreation Commission Chair Nick Haldeman. Councilmember Jensen arrived at 5:02 p.m. Councilmember Marshall arrived at 5:03 p.m.

C. Approval of the Agenda

ACTION: Motion to approve agenda (Forner/Chambreau) 4 Ayes 0 Nays 0 Abstain

D. Discussion Topics

1. Parks and Recreation Commission Chair Nick Haldeman led the discussion with a recap what the commission has been up to over the last year.
2. Parks and Rec stated the following goals for 2015:
 - a. Attend more City Council meetings
 - b. Continue annual meetings between Parks & Rec and Council (Mayor Cassinelli suggested 2 per year)
 - c. Recruit more members to Parks & Rec
3. Some excerpts were given from the 2014 Parks and Rec survey:
 - a. Trash cans at the city parks
 - b. Texture to bridge on Discovery Trail closest to city
 - c. Repair and/or re-route several trails at Black Lake
4. Parks and Rec would also like to see a "beautification" of City Hall and the parking lot.
5. Discussion about the grant process with City Hall and how Parks & Rec can be more involved.
6. Some discussion about the old City Shop and creating a covered picnic area.
7. Parks and Rec would like to purchase or get donations for trail tools for maintenance. They would love to have a storage container that the materials could be locked away in. A small grant has been written and requested for money to help with the purchases.
8. Three projects for 2015:
 - a. Complete new signage and connection of Discovery Trail to the Port of Ilwaco
 - b. Improvements to the softball field at city park
 - c. Black Lake Trail improvements

E. Adjournment:

ACTION: Motion to adjourn the special meeting (Forner). Mayor Cassinelli adjourned the meeting at 5:54 p.m.

Mike Cassinelli, Mayor

Holly Beller, Deputy City Clerk



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, March 23 2015**

A. Call to order

Mayor Cassinelli called the meeting to order at 6:00pm

B. Flag Salute

The Pledge of Allegiance was recited.

C. Roll Call

Present: Councilmembers Jensen, Marshall, Chambreau and Forner; Mayor Cassinelli. Karnofski was absent.

D. Approval of Agenda

ACTION: Motion to approve agenda (Marshall/Chambreau) 4 Ayes 0 Nays 0 Abstain.

E. Approval of Consent Agenda

Including Checks 37625 + Electronic totaling \$19,170.20 and Checks: 37626 to 37668 totaling \$408,493.60 for a grand total of \$427,663.80.

ACTION: Motion to approve the consent agenda. (Chambreau/Forner). 4 Ayes 0 Nays 0 Abstain.

F. Reports

Staff Reports

a. The Treasurer provided a written report.

b. Fire Chief Williams had no report.

c. Police Chief Wright reported that the City of Long Beach is finalizing its ordinance on False Alarms and will present to City of Ilwaco for consideration, although the City does not have an overabundance of False Alarm calls.

Council Reports

a. Councilmember Jensen participated in the "Spruce Up Ilwaco" weekend and helped at the Oddfellows building. He is very enthused with the new owner's ability to get the building back into shape.

b. Councilmember Marshall prepared documents for tonight's business item, and attended the Envision Ilwaco meeting.

Mayor's Report

Mayor Cassinelli attended several meetings since the last council meeting

G. Comments of Citizens and Guests Present

None.

H. Business

1. Amendment to Title 14 for Side Sewers & Private Sewers

Councilmember Marshall presented the new ordinance language with edits from council and City Attorney Heather Reynolds. One final item was cited by Heather Reynolds for possible clarification. The City should look at the application for New Services and make sure that it correlates to the ordinance requirements. Councilmember Jensen asked why the language of “private” is still within the ordinance descriptions. Councilmember Marshall stated that they could be removed.

ACTION: I move to enact Ordinance 2015-XX which amends Title 14 of the Ilwaco Municipal Code with amendments put forth as discussed. (Marshall/Jensen) 4 Ayes 0 Nays 0 Abstain

Councilmember Marshall stated that we need to publish information evidencing which sewer lines are considered to be private lines, and which are city owned and maintained. Publication method was not specified. It was agreed that March 31, 2015 was too soon, but August 1, 2015 was not soon enough, also further discussion regarding this being a living document or a draft.

ACTION: I move to enact Resolution 2015-XX requiring publication of the City’s identification of private sewer mains by June 1, 2015. (Marshall/Jensen) 4 Ayes 0 Nays 0 Abstain

2. Amendment to Interagency Agreement between State of Washington Department of Health and the City of Ilwaco

Mayor Cassinelli presented the item to council. This is an extension of the current grant so that the City may finish the Forestry Management Plan for our water shed.

ACTION: I move to authorize Mayor Cassinelli to enter into an extension of the Interagency Agreement between the State of Washington Department of Health and the City of Ilwaco contract number N20735. (Chambreau/Jensen) 4 Ayes 0 Nays 0 Abstain

I. Discussion

1. Amendment to Interagency Agreement between State of Washington Department of Health and the City of Ilwaco

Mayor Cassinelli presented the item to council. This is an extension of the current grant so that the City may finish the Forestry Management Plan for our water shed.

ACTION: Move to business at this meeting. (Marshall/Chambreau) 4 Ayes 0 Nays 0 Abstain

J. Correspondence and Written Reports

L. Future Discussion/Agendas

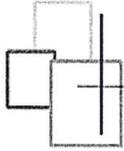
1. Amended Procedures Ordinance – *City Planner*
2. Pursuit of New Agreement with Seaview Sewer District – *Cassinelli*

L. Adjournment

ACTION: Motion to adjourn the meeting (Marshall). Mayor Cassinelli adjourned the meeting at 6:23p.m.

Mike Cassinelli, Mayor

Holly Beller, Deputy City Clerk



Register

Number	Name	Fiscal Description	Amount
37669	Gardner, Daryl W	2015 - April - First meeting	\$1,727.90
37670	Jensen, David	2015 - April - First meeting	\$181.91
37671	Williams, Thomas R	2015 - April - First meeting	\$958.77
37672	AWC - Life Insurance	2015 - April - First meeting	\$13.40
37673	AWC Employee Benefit Trust	2015 - April - First meeting	\$4,898.12
37674	Dept of Labor & Industry	2015 - April - First meeting	\$5,069.25
37675	Dept of Retirement - Def Comp	2015 - April - First meeting	\$280.00
37676	Dept of Retirement Systems	2015 - April - First meeting	\$5,781.43
37677	Employment Security Dept.	2015 - April - First meeting	\$1,833.35
Beller, Holly Celeste	ACH Pay - 1467	2015 - April - First meeting	\$1,370.93
Benson, Austin	ACH Pay - 1468	2015 - April - First meeting	\$1,135.97
Cassinelli, Michael	ACH Pay - 1469	2015 - April - First meeting	\$423.96
Chambreau, Jon H.	ACH Pay - 1470	2015 - April - First meeting	\$181.91
Forner, Gary	ACH Pay - 1471	2015 - April - First meeting	\$391.53
Gray, Richard Roy	ACH Pay - 1473	2015 - April - First meeting	\$1,534.18
Gustafson, David M.	ACH Pay - 1474	2015 - April - First meeting	\$1,719.65
Hazen, Warren M.	ACH Pay - 1475	2015 - April - First meeting	\$2,117.18
Marshall, Fred	ACH Pay - 1477	2015 - April - First meeting	\$181.91
Mc Kee, David A	ACH Pay - 1478	2015 - April - First meeting	\$1,982.66
Mulinix, Vinessa	ACH Pay - 1479	2015 - April - First meeting	\$181.11
Richardson, Troy	ACH Pay - 1480	2015 - April - First meeting	\$1,422.67
Smith, Ariel	ACH Pay - 1481	2015 - April - First meeting	\$1,264.81
Staples, Terri P	ACH Pay - 1482	2015 - April - First meeting	\$422.33
EFT-4-3-15	U.S. Treasury Department	2015 - April - First meeting	\$5,662.49
EFT 04-03-15	Discovery Benefits	2015 - April - First meeting	\$750.00
			\$41,487.42

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Ilwaco, and that I am authorized to authenticate and certify said claims.

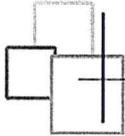
Treasurer

37669 through 37677 and electronic payments totalling \$41,487.42 are approved this 13th day of April, 2015.

Council member

Council member

Council member



Register

Fiscal: 2015
Deposit Period: 2015 - April
Check Period: 2015 - April - First meeting

Number	Name	Print Date	Amount
Bank of the Pacific	8023281		
Check			
<u>37678</u>	A Sparkling Castle	4/13/2015	\$455.00
<u>37679</u>	A-1 Redi Mix	4/13/2015	\$773.46
<u>37680</u>	ABECO Office Systems	4/13/2015	\$64.33
<u>37681</u>	Active Enterprises/petro.	4/13/2015	\$16.40
<u>37682</u>	Arthur J Gallagher Rms, Inc.	4/13/2015	\$158.00
<u>37683</u>	Art's Auto Parts, Inc.	4/13/2015	\$126.12
<u>37684</u>	Astoria Scuba & Adventure Sports, LLC	4/13/2015	\$388.90
<u>37685</u>	Baileys Saw Shop Inc.	4/13/2015	\$431.15
<u>37686</u>	Beach Batteries, Inc	4/13/2015	\$144.03
<u>37687</u>	Beller, Holly	4/13/2015	\$128.80
<u>37688</u>	Calvert Technical Services, Inc.	4/13/2015	\$230.00
<u>37689</u>	Cartomation, Inc.	4/13/2015	\$50.00
<u>37690</u>	Cascade Columbia Distribution Co.	4/13/2015	\$578.25
<u>37691</u>	Chinook Observer	4/13/2015	\$174.36
<u>37692</u>	City of Ilwaco	4/13/2015	\$2,340.47
<u>37693</u>	City of Long Beach	4/13/2015	\$15,261.69
<u>37694</u>	Clatsop Power Equip Inc	4/13/2015	\$66.21
<u>37695</u>	C-More Pipe Services Co.	4/13/2015	\$10,195.19
<u>37696</u>	Coast Rehabilitation Services	4/13/2015	\$35.00
<u>37697</u>	Compsych	4/13/2015	\$600.00
<u>37698</u>	Dennis CO	4/13/2015	\$654.07
<u>37699</u>	Discovery Benefits	4/13/2015	\$13.50
<u>37700</u>	Englund Marine Supply Inc	4/13/2015	\$168.31
<u>37701</u>	Evergreen Rural Water of Washington	4/13/2015	\$48.00
<u>37702</u>	Evergreen Septic Service	4/13/2015	\$90.00
<u>37703</u>	Fastenal Company	4/13/2015	\$3,301.65
<u>37704</u>	Ford Electric Co. Inc.	4/13/2015	\$551.79
<u>37705</u>	Furrow Pump	4/13/2015	\$745.26
<u>37706</u>	Goulter Diamond Bar Ranch	4/13/2015	\$1,333.33
<u>37707</u>	Gray & Osborne, Inc.	4/13/2015	\$3,417.50
<u>37708</u>	Grundfos CBS Inc.	4/13/2015	\$197.73
<u>37709</u>	Hazen, Warren	4/13/2015	\$66.31
<u>37710</u>	HD Fowler Company	4/13/2015	\$4,589.44
<u>37711</u>	Heather Reynolds, Attorney	4/13/2015	\$1,458.00
<u>37712</u>	John Deere Financial	4/13/2015	\$1,082.23
<u>37713</u>	Kris Kaino	4/13/2015	\$412.00
<u>37714</u>	Kubwater Resources Inc.	4/13/2015	\$1,373.66
<u>37715</u>	LEAF	4/13/2015	\$192.24
<u>37716</u>	Long Beach Commercial Security	4/13/2015	\$976.67
<u>37717</u>	Nancy McAllister	4/13/2015	\$412.00
<u>37718</u>	Naselle Rock & Asphalt	4/13/2015	\$1,179.78
<u>37719</u>	Northwest Motor Service	4/13/2015	\$169.66
<u>37720</u>	Oman & Son	4/13/2015	\$404.56
<u>37721</u>	One Call Concepts, Inc.	4/13/2015	\$16.73
<u>37722</u>	Pacific Art & Office Supply	4/13/2015	\$6.77
<u>37723</u>	Pacific CO Auditor	4/13/2015	\$75.00
<u>37724</u>	Pacific CO Development	4/13/2015	\$769.00
<u>37725</u>	Pacific CO Sheriff Office	4/13/2015	\$8,152.75
<u>37726</u>	Pacific County DCD	4/13/2015	\$37.50
<u>37727</u>	Peninsula Sanitation Service, Inc.	4/13/2015	\$737.74
<u>37728</u>	Ryan Herco Products Corp	4/13/2015	\$350.50
<u>37729</u>	Sid's IGA	4/13/2015	\$31.50

<u>37730</u>	Sunset Auto Parts Inc.	4/13/2015	\$584.26
<u>37731</u>	Tire Hut	4/13/2015	\$26.95
<u>37732</u>	USA Blue Book	4/13/2015	\$288.88
<u>37733</u>	Verizon Wireless	4/13/2015	\$91.76
<u>37734</u>	Visa	4/13/2015	\$478.61
<u>37735</u>	WA State Dept. of Retirement Sys	4/13/2015	\$25.00
<u>37736</u>	Wadsworth Electric	4/13/2015	\$3,230.90
<u>37737</u>	Western Systems Refuse & Recycling Solutions	4/13/2015	\$1,450.00
<u>37738</u>	Wilcox & Flegel Oil Co.	4/13/2015	\$1,390.55
<u>37739</u>	William R. Penoyar, Attorney at Law	4/13/2015	\$412.00
<u>37740</u>	Wirkkala Radio-TV	4/13/2015	\$32.33
<u>37741</u>	Zee Medical Service Co.	4/13/2015	\$97.40
		Total Check	\$73,341.18
		Total 8023281	\$73,341.18
		Grand Total	\$73,341.18

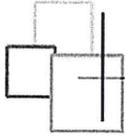
I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Ilwaco, and that I am authorized to authenticate and certify said claims.

Treasurer

37678 through 37741 totalling \$73,341.18 are approved this 13th day of April, 2015.

Council member

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
A Sparkling Castle	37678	2015 - April - First meeting			
		Invoice - 3/31/2015 9:47:45 AM			
		001-000-000-514-20-31-00		Office & Operating Supplies	\$80.00
		001-000-000-522-10-31-01		Training/Attendance	\$40.00
		001-000-000-572-50-41-00		Custodian Library	\$335.00
		Total Invoice - 3/31/2015 9:47:45 AM			\$455.00
	Total 37678				\$455.00
Total A Sparkling Castle					\$455.00
A-1 Redi Mix	37679	2015 - April - First meeting			
		Invoice - 3/31/2015 9:37:54 AM			
		1792			
		409-000-000-535-00-48-01		Repairs And Maintenance	\$94.33
		Total Invoice - 3/31/2015 9:37:54 AM			\$94.33
		Invoice - 3/31/2015 9:38:40 AM			
		1794			
		408-000-000-594-31-64-00		Drainage Construction	\$86.24
		Total Invoice - 3/31/2015 9:38:40 AM			\$86.24
		Invoice - 3/31/2015 9:40:24 AM			
		1799			
		401-000-000-534-00-31-00		Operation & Maintenance	\$30.18
		Total Invoice - 3/31/2015 9:40:24 AM			\$30.18
		Invoice - 3/31/2015 9:40:37 AM			
		1804			
		401-000-000-534-00-31-00		Operation & Maintenance	\$137.98
		Total Invoice - 3/31/2015 9:40:37 AM			\$137.98
		Invoice - 3/31/2015 9:40:51 AM			
		1753			
		409-000-000-535-00-48-01		Repairs And Maintenance	\$75.46
		Total Invoice - 3/31/2015 9:40:51 AM			\$75.46
		Invoice - 3/31/2015 9:40:52 AM			
		1726			
		408-000-000-594-31-64-00		Drainage Construction	\$349.27
		Total Invoice - 3/31/2015 9:40:52 AM			\$349.27
	Total 37679				\$773.46
Total A-1 Redi Mix					\$773.46
ABECO Office Systems	37680	2015 - April - First meeting			
		Invoice - 4/3/2015 11:16:05 AM			
		001-000-000-514-20-31-00		Office & Operating Supplies	\$16.08
		101-000-000-543-30-30-00		Office And Operating	\$16.08
		401-000-000-534-00-31-00		Operation & Maintenance	\$16.08
		409-000-000-535-00-31-01		Operations And Maintenance	\$16.09
		Total Invoice - 4/3/2015 11:16:05 AM			\$64.33
	Total 37680				\$64.33
Total ABECO Office Systems					\$64.33
Active Enterprises/petro.	37681	2015 - April - First meeting			
		Invoice - 4/6/2015 8:45:14 AM			
		1287			
		409-000-000-535-00-31-01		Operations And Maintenance	\$16.40
		Total Invoice - 4/6/2015 8:45:14 AM			\$16.40
	Total 37681				\$16.40
Total Active Enterprises/petro.					\$16.40
Arthur J Gallagher Rms, Inc.	37682	2015 - April - First meeting			
		Invoice - 4/6/2015 11:52:27 AM			
		1292988			
		001-000-000-514-20-31-00		Office & Operating Supplies	\$158.00
		Total Invoice - 4/6/2015 11:52:27 AM			\$158.00
	Total 37682				\$158.00
Total Arthur J Gallagher Rms, Inc.					\$158.00
Art's Auto Parts, Inc.	37683	2015 - April - First meeting			
		Invoice - 3/31/2015 9:28:14 AM			
		17525			
		101-000-000-543-30-30-00		Office And Operating	\$32.00
		401-000-000-534-00-31-00		Operation & Maintenance	\$32.12
		408-000-000-531-38-31-01		Operations & Maintenance	\$31.00

	409-000-000-535-00-31-01	Operations And Maintenance	\$31.00
	Total Invoice - 3/31/2015 9:28:14 AM		\$126.12
Total 37683			\$126.12
Total Art's Auto Parts, Inc.			\$126.12
Astoria Scuba & Adventure Sports, LLC			\$126.12
37684			
		2015 - April - First meeting	
	Invoice - 4/2/2015 9:45:15 AM		
	3315 & 3365		
	001-000-000-522-10-31-01	Training/Attendance	\$204.90
	001-000-000-522-10-31-01	Training/Attendance	\$184.00
	Total Invoice - 4/2/2015 9:45:15 AM		\$388.90
Total 37684			\$388.90
Total Astoria Scuba & Adventure Sports, LLC			\$388.90
Baileys Saw Shop Inc.			\$388.90
37685			
		2015 - April - First meeting	
	Invoice - 4/2/2015 12:11:26 PM		
	Pressure Washer		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$107.79
	101-000-000-543-30-30-02	Small Tools & Equipment	\$107.79
	401-000-000-534-00-35-00	Small Tools & Equipment	\$215.57
	Total Invoice - 4/2/2015 12:11:26 PM		\$431.15
Total 37685			\$431.15
Total Baileys Saw Shop Inc.			\$431.15
Beach Batteries, Inc			\$431.15
37686			
		2015 - April - First meeting	
	Invoice - 4/7/2015 12:32:32 PM		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$35.65
	101-000-000-543-30-30-02	Small Tools & Equipment	\$108.38
	Total Invoice - 4/7/2015 12:32:32 PM		\$144.03
Total 37686			\$144.03
Total Beach Batteries, Inc			\$144.03
Beller, Holly			\$144.03
37687			
		2015 - April - First meeting	
	Invoice - 3/31/2015 9:23:59 AM		
	Gas for class in Olympia		
	001-000-000-514-20-43-00	Travel/Meals/Lodging	\$128.80
	Total Invoice - 3/31/2015 9:23:59 AM		\$128.80
Total 37687			\$128.80
Total Beller, Holly			\$128.80
Calvert Technical Services, Inc.			\$128.80
37688			
		2015 - April - First meeting	
	Invoice - 4/3/2015 11:15:00 AM		
	4156		
	409-000-000-535-00-41-02	Professional Services - Computer	\$230.00
	Total Invoice - 4/3/2015 11:15:00 AM		\$230.00
Total 37688			\$230.00
Total Calvert Technical Services, Inc.			\$230.00
Cartomation, Inc.			\$230.00
37689			
		2015 - April - First meeting	
	Invoice - 3/31/2015 9:47:38 AM		
	001-000-000-557-20-41-00	Ilwaco Web Page	\$50.00
	GIS map storage		
	Total Invoice - 3/31/2015 9:47:38 AM		\$50.00
Total 37689			\$50.00
Total Cartomation, Inc.			\$50.00
Cascade Columbia Distribution Co.			\$50.00
37690			
		2015 - April - First meeting	
	Invoice - 4/2/2015 12:13:27 PM		
	638089		
	401-000-000-534-00-31-01	Chemicals	(\$512.91)
	638709		
	401-000-000-534-00-31-01	Chemicals	\$1,091.16
	Total Invoice - 4/2/2015 12:13:27 PM		\$578.25
Total 37690			\$578.25
Total Cascade Columbia Distribution Co.			\$578.25
Chinook Observer			\$578.25
37691			
		2015 - April - First meeting	
	Invoice - 3/31/2015 9:02:39 AM		
	048-15		
	001-000-000-511-30-44-00	Official Publications	\$24.78
	Total Invoice - 3/31/2015 9:02:39 AM		\$24.78
	Invoice - 3/31/2015 9:02:40 AM		
	059-15		
	001-000-000-511-30-44-00	Official Publications	\$62.40
	Total Invoice - 3/31/2015 9:02:40 AM		\$62.40
	Invoice - 4/3/2015 11:16:23 AM		
	043-15		
	001-000-000-511-30-44-00	Official Publications	\$24.78
	Total Invoice - 4/3/2015 11:16:23 AM		\$24.78
	Invoice - 4/6/2015 2:12:55 PM		
	061-15		
	001-000-000-511-30-44-00	Official Publications	\$62.40

Total Invoice - 4/6/2015 2:12:55 PM \$62.40
Total 37691 **\$174.36**
Total Chinook Observer **\$174.36**
City of Ilwaco

37692 2015 - April - First meeting

Invoice - 3/31/2015 10:08:42 AM

001-000-000-511-60-47-02	City Sewer - Museum	\$40.81
001-000-000-514-20-47-02	Water - City Hall	\$53.01
001-000-000-514-20-47-03	Sewer - City Hall	\$78.06
001-000-000-514-20-47-04	Storm Drainage	\$25.11
001-000-000-522-50-47-01	Water	\$158.60
001-000-000-522-50-47-02	Sewer	\$225.78
001-000-000-522-50-47-03	Storm Drainage	\$70.47
001-000-000-572-50-47-01	City Water	\$161.92
001-000-000-572-50-47-02	City Sewer	\$233.12
001-000-000-572-50-47-03	Storm Drainage	\$10.99
001-000-000-575-50-40-02	Community Building Water	\$0.00
001-000-000-575-50-40-03	Community Building Sewer	\$0.00
001-000-000-576-80-47-01	Water-Parks, Sprinklers,Blk Lake	\$186.11
001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$45.66
001-000-000-576-80-47-03	Storm Drainage	\$21.98
409-000-000-535-00-47-02	Water	\$450.10
409-000-000-535-00-47-03	Sewer	\$545.77
409-000-000-535-00-47-05	Storm Drainage	\$32.98

Total Invoice - 3/31/2015 10:08:42 AM **\$2,340.47**
\$2,340.47
\$2,340.47

Total 37692
Total City of Ilwaco
City of Long Beach
37693

2015 - April - First meeting

Invoice - 3/31/2015 9:46:01 AM
001-000-000-521-10-50-00 Law Enforcement Contract \$15,261.69

Total Invoice - 3/31/2015 9:46:01 AM **\$15,261.69**
\$15,261.69
\$15,261.69

Total 37693
Total City of Long Beach
Clatsop Power Equip Inc
37694

2015 - April - First meeting

Invoice - 4/7/2015 12:28:03 PM
132048
401-000-000-534-00-35-01 Small Tools & Equipment - Lab \$66.21

Total Invoice - 4/7/2015 12:28:03 PM **\$66.21**
\$66.21
\$66.21

Total 37694
Total Clatsop Power Equip Inc
C-More Pipe Services Co.
37695

2015 - April - First meeting

Invoice - 3/31/2015 10:14:24 AM
15-1364
408-000-000-531-38-31-01 Operations & Maintenance \$1,970.05
15-1365
409-000-000-535-00-48-02 Annual Pipe Clean/tv Inspect \$8,225.14

Total Invoice - 3/31/2015 10:14:24 AM **\$10,195.19**
\$10,195.19
\$10,195.19

Total 37695
Total C-More Pipe Services Co.
Coast Rehabilitation Services
37696

2015 - April - First meeting

Invoice - 3/31/2015 9:33:01 AM
446626
001-000-000-514-20-48-00 Repairs & Maintenance \$35.00

Total Invoice - 3/31/2015 9:33:01 AM **\$35.00**
\$35.00
\$35.00

Total 37696
Total Coast Rehabilitation Services
Comppsych
37697

2015 - April - First meeting

Invoice - 4/2/2015 9:56:14 AM
03152174
409-000-000-535-00-48-03 Miscellaneous \$600.00

Total Invoice - 4/2/2015 9:56:14 AM **\$600.00**
\$600.00
\$600.00

Total 37697
Total Comppsych
Dennis CO
37698

2015 - April - First meeting

Invoice - 4/2/2015 10:07:02 AM

001-000-000-522-10-31-00	Office & Operating Supplies	\$10.77
443423		
001-000-000-522-10-31-00	Office & Operating Supplies	\$8.96
440304		
001-000-000-522-10-31-00	Office & Operating Supplies	\$21.30
443548		
001-000-000-522-10-31-00	Office & Operating Supplies	\$13.44
443248		

Total Invoice - 4/2/2015 10:07:02 AM **\$54.47**
\$54.47
\$54.47

Invoice - 4/2/2015 10:08:44 AM
401-000-000-534-00-31-00 Operation & Maintenance \$37.50

	443604			
	401-000-000-534-00-31-00	Operation & Maintenance		\$5.19
	442437			
	401-000-000-534-00-31-00	Operation & Maintenance		\$53.82
	442756			
	401-000-000-534-00-31-00	Operation & Maintenance		\$35.56
	443609			
	401-000-000-534-00-31-00	Operation & Maintenance		\$63.38
	443590			
	401-000-000-534-00-31-00	Operation & Maintenance		\$15.07
	443178			
	401-000-000-534-00-31-00	Operation & Maintenance		\$25.85
	443041			
	401-000-000-534-00-31-00	Operation & Maintenance		\$22.14
	443378			
	401-000-000-534-00-31-00	Operation & Maintenance		\$26.92
	443503			
	401-000-000-534-00-31-00	Operation & Maintenance		\$114.54
	443403			
	401-000-000-534-00-31-00	Operation & Maintenance		\$4.30
	442868			
	401-000-000-534-00-31-00	Operation & Maintenance		\$56.03
	443324			
	401-000-000-534-00-31-00	Operation & Maintenance		\$42.19
	442016			
	401-000-000-534-00-31-06	Office & Customer Service		\$17.37
	442773			
	Total Invoice - 4/2/2015 10:08:44 AM			\$519.86
	Invoice - 4/2/2015 10:18:26 AM			
	001-000-000-514-20-48-00	Repairs & Maintenance		\$6.46
	442028			
	Total Invoice - 4/2/2015 10:18:26 AM			\$6.46
	Invoice - 4/2/2015 10:18:53 AM			
	001-000-000-576-80-31-00	Office & Operating Supplies		\$73.28
	442253			
	Total Invoice - 4/2/2015 10:18:53 AM			\$73.28
Total 37698				\$654.07
Total Dennis CO				\$654.07
Discovery Benefits				
37699				
		2015 - April - First meeting		
	Invoice - 4/8/2015 9:31:00 AM			
	001-000-000-514-20-20-00	Personnel Benefits		\$3.00
	001-000-000-522-10-20-00	Personnel Benefits		\$1.50
	101-000-000-542-30-20-00	Benefits		\$1.50
	401-000-000-534-00-10-00	Salaries & Waqes		\$3.00
	409-000-000-535-00-20-00	Employee Benefits		\$4.50
	Total Invoice - 4/8/2015 9:31:00 AM			\$13.50
Total 37699				\$13.50
Total Discovery Benefits				\$13.50
Englund Marine Supply Inc				
37700				
		2015 - April - First meeting		
	Invoice - 4/6/2015 2:47:25 PM			
	101-000-000-543-30-30-00	Office And Operating		\$18.22
	401-000-000-534-00-31-00	Operation & Maintenance		\$104.20
	409-000-000-535-00-31-01	Operations And Maintenance		\$45.89
	Total Invoice - 4/6/2015 2:47:25 PM			\$168.31
Total 37700				\$168.31
Total Englund Marine Supply Inc				\$168.31
Evergreen Rural Water of Washington				
37701				
		2015 - April - First meeting		
	Invoice - 4/3/2015 11:14:06 AM			
	29645			
	409-000-000-535-00-31-01	Operations And Maintenance		\$48.00
	Total Invoice - 4/3/2015 11:14:06 AM			\$48.00
Total 37701				\$48.00
Total Evergreen Rural Water of Washington				\$48.00
Evergreen Septic Service				
37702				
		2015 - April - First meeting		
	Invoice - 4/6/2015 11:49:50 AM			
	17592			
	001-000-000-576-80-31-00	Office & Operating Supplies		\$90.00
	Total Invoice - 4/6/2015 11:49:50 AM			\$90.00
Total 37702				\$90.00
Total Evergreen Septic Service				\$90.00
Fastenal Company				
37703				
		2015 - April - First meeting		
	Invoice - 3/31/2015 9:25:54 AM			
	ORAST36815			
	409-000-000-535-00-31-01	Operations And Maintenance		\$85.40
	409-000-000-535-00-31-01	Operations And Maintenance		\$3,216.25
	ORAST36922			
	Total Invoice - 3/31/2015 9:25:54 AM			\$3,301.65

Total 37703				\$3,301.65
Total Fastenal Company				\$3,301.65
Ford Electric Co. Inc.				
37704		2015 - April - First meeting		
	Invoice - 4/7/2015 12:27:18 PM			
	42486			
	401-000-000-534-00-41-03	Professional Services - Electrician		\$551.79
	Total Invoice - 4/7/2015 12:27:18 PM			\$551.79
Total 37704				\$551.79
Total Ford Electric Co. Inc.				\$551.79
Furrow Pump				
37705		2015 - April - First meeting		
	Invoice - 4/7/2015 12:26:40 PM			
	0030267-IN			
	401-000-000-534-00-31-00	Operation & Maintenance		\$745.26
	Total Invoice - 4/7/2015 12:26:40 PM			\$745.26
Total 37705				\$745.26
Total Furrow Pump				\$745.26
Goulter Diamond Bar Ranch				
37706		2015 - April - First meeting		
	Invoice - 3/31/2015 9:47:31 AM			
	409-000-000-535-00-45-00	Sprav Sludqe Disposal Site		\$1,333.33
	sludge site			
	Total Invoice - 3/31/2015 9:47:31 AM			\$1,333.33
Total 37706				\$1,333.33
Total Goulter Diamond Bar Ranch				\$1,333.33
Gray & Osborne, Inc.				
37707		2015 - April - First meeting		
	Invoice - 3/31/2015 9:04:01 AM			
	Backwash Basin			
	401-000-000-594-34-41-02	Enaineering - Distribution		\$3,417.50
	Total Invoice - 3/31/2015 9:04:01 AM			\$3,417.50
Total 37707				\$3,417.50
Total Gray & Osborne, Inc.				\$3,417.50
Grundfos CBS Inc.				
37708		2015 - April - First meeting		
	Invoice - 3/31/2015 9:22:25 AM			
	tax on order 1900116139			
	401-000-000-594-62-34-00	Plant Improvements		\$197.73
	Total Invoice - 3/31/2015 9:22:25 AM			\$197.73
Total 37708				\$197.73
Total Grundfos CBS Inc.				\$197.73
Hazen, Warren				
37709		2015 - April - First meeting		
	Invoice - 3/31/2015 9:03:26 AM			
	Lacey			
	409-000-000-535-00-43-01	Travel/meals & Lodqina		\$45.27
	Total Invoice - 3/31/2015 9:03:26 AM			\$45.27
	Invoice - 3/31/2015 9:25:16 AM			
	Shelton			
	409-000-000-535-00-43-01	Travel/meals & Lodqina		\$21.04
	Total Invoice - 3/31/2015 9:25:16 AM			\$21.04
Total 37709				\$66.31
Total Hazen, Warren				\$66.31
HD Fowler Company				
37710		2015 - April - First meeting		
	Invoice - 4/6/2015 3:29:12 PM			
	13869289			
	408-000-000-594-31-64-00	Drainage Construction		\$4,589.44
	Total Invoice - 4/6/2015 3:29:12 PM			\$4,589.44
Total 37710				\$4,589.44
Total HD Fowler Company				\$4,589.44
Heather Reynolds, Attorney				
37711		2015 - April - First meeting		
	Invoice - 4/6/2015 11:45:01 AM			
	001-000-000-515-30-41-00	Legal Services		\$1,458.00
	Total Invoice - 4/6/2015 11:45:01 AM			\$1,458.00
Total 37711				\$1,458.00
Total Heather Reynolds, Attorney				\$1,458.00
John Deere Financial				
37712		2015 - April - First meeting		
	Invoice - 3/31/2015 9:49:10 AM			
	001-000-000-591-48-71-01	John Deer Mower 8157-96 - Prin		\$1,000.00
	001-000-000-592-48-83-00	John Deer Mower 8157-96 - Interest		\$82.23
	Total Invoice - 3/31/2015 9:49:10 AM			\$1,082.23
Total 37712				\$1,082.23
Total John Deere Financial				\$1,082.23
Kris Kaino				
37713		2015 - April - First meeting		
	Invoice - 3/31/2015 9:47:06 AM			
	001-000-000-512-50-40-03	Municipal Court Services		\$412.00
	Total Invoice - 3/31/2015 9:47:06 AM			\$412.00

Total 37713			\$412.00
Total Kris Kaino			\$412.00
Kubwater Resources Inc.			
37714		2015 - April - First meeting	
Invoice - 3/31/2015 10:14:07 AM			
409-000-000-535-00-31-02		Chemicals	\$1,373.66
Total Invoice - 3/31/2015 10:14:07 AM			\$1,373.66
Total 37714			\$1,373.66
Total Kubwater Resources Inc.			\$1,373.66
LEAF			
37715		2015 - April - First meeting	
Invoice - 3/31/2015 10:49:28 AM			
5609171			
001-000-000-514-20-31-00		Office & Operatina Supplies	\$32.68
001-000-000-522-10-31-00		Office & Operatina Supplies	\$30.76
101-000-000-543-30-30-00		Office And Operatina	\$32.68
401-000-000-534-00-31-00		Operation & Maintenance	\$32.68
408-000-000-531-38-31-01		Operations & Maintenance	\$30.76
409-000-000-535-00-31-01		Operations And Maintenance	\$32.68
Total Invoice - 3/31/2015 10:49:28 AM			\$192.24
Total 37715			\$192.24
Total LEAF			\$192.24
Long Beach Commercial Security			
37716		2015 - April - First meeting	
Invoice - 4/7/2015 12:26:13 PM			
5368			
401-000-000-534-00-31-06		Office & Customer Service	\$976.67
Total Invoice - 4/7/2015 12:26:13 PM			\$976.67
Total 37716			\$976.67
Total Long Beach Commercial Security			\$976.67
Nancy McAllister			
37717		2015 - April - First meeting	
Invoice - 3/31/2015 9:47:00 AM			
001-000-000-512-50-40-03		Municipal Court Services	\$412.00
		Court services	
Total Invoice - 3/31/2015 9:47:00 AM			\$412.00
Total 37717			\$412.00
Total Nancy McAllister			\$412.00
Naselle Rock & Asphalt			
37718		2015 - April - First meeting	
Invoice - 4/6/2015 3:28:45 PM			
79			
408-000-000-594-31-64-00		Drainage Construction	\$1,179.78
Total Invoice - 4/6/2015 3:28:45 PM			\$1,179.78
Total 37718			\$1,179.78
Total Naselle Rock & Asphalt			\$1,179.78
Northwest Motor Service			
37719		2015 - April - First meeting	
Invoice - 4/6/2015 11:50:42 AM			
RI1655			
401-000-000-534-00-31-00		Operation & Maintenance	\$169.66
Total Invoice - 4/6/2015 11:50:42 AM			\$169.66
Total 37719			\$169.66
Total Northwest Motor Service			\$169.66
Oman & Son			
37720		2015 - April - First meeting	
Invoice - 4/2/2015 12:26:56 PM			
401-000-000-534-00-31-00		Operation & Maintenance	\$95.35
195575			
401-000-000-534-00-31-00		Operation & Maintenance	\$80.65
196085			
Total Invoice - 4/2/2015 12:26:56 PM			\$176.00
Invoice - 4/2/2015 12:27:54 PM			
001-000-000-576-80-31-00		Office & Operatina Supplies	\$40.86
195918			
001-000-000-576-80-31-00		Office & Operatina Supplies	\$81.05
195916			
001-000-000-576-80-31-00		Office & Operatina Supplies	\$40.86
196049			
Total Invoice - 4/2/2015 12:27:54 PM			\$162.77
Invoice - 4/2/2015 12:28:45 PM			
001-000-000-576-80-31-00		Office & Operatina Supplies	\$13.16
195235			
101-000-000-543-30-30-00		Office And Operatina	\$13.16
195235			
401-000-000-534-00-31-00		Operation & Maintenance	\$13.16
195235			
408-000-000-531-38-31-01		Operations & Maintenance	\$13.16
195235			
409-000-000-535-00-31-01		Operations And Maintenance	\$13.15
195235			
Total Invoice - 4/2/2015 12:28:45 PM			\$65.79

Total 37720 \$404.56
 Total Oman & Son \$404.56
 One Call Concepts, Inc.
 37721

2015 - April - First meeting

Invoice - 3/31/2015 9:34:48 AM
 4129067-IN
 101-000-000-543-30-30-00 Office And Operating \$1.59
 401-000-000-534-00-31-00 Operation & Maintenance \$1.59
 409-000-000-535-00-31-01 Operations And Maintenance \$1.60
 Total Invoice - 3/31/2015 9:34:48 AM \$4.78

Invoice - 4/2/2015 9:41:19 AM
 5039067
 101-000-000-543-30-30-00 Office And Operating \$3.98
 401-000-000-534-00-31-00 Operation & Maintenance \$3.98
 409-000-000-535-00-31-01 Operations And Maintenance \$3.99
 Total Invoice - 4/2/2015 9:41:19 AM \$11.95

Total 37721 \$16.73
 Total One Call Concepts, Inc. \$16.73
 Pacific Art & Office Supply
 37722

2015 - April - First meeting

Invoice - 4/3/2015 11:15:37 AM
 4995
 001-000-000-522-10-31-00 Office & Operating Supplies \$6.77
 Total Invoice - 4/3/2015 11:15:37 AM \$6.77

Total 37722 \$6.77
 Total Pacific Art & Office Supply \$6.77
 Pacific CO Auditor
 37723

2015 - April - First meeting

Invoice - 3/31/2015 2:23:01 PM
 Wirkkala
 001-000-000-514-31-00-00 Recording Fees \$75.00
 Total Invoice - 3/31/2015 2:23:01 PM \$75.00

Total 37723 \$75.00
 Total Pacific CO Auditor \$75.00
 Pacific CO Development
 37724

2015 - April - First meeting

Invoice - 4/6/2015 3:34:21 PM
 Payment 1 of 2015
 104-000-000-557-30-41-02 Visitors Bldg. - City Portion \$769.00
 Total Invoice - 4/6/2015 3:34:21 PM \$769.00

Total 37724 \$769.00
 Total Pacific CO Development \$769.00
 Pacific CO Sheriff Office
 37725

2015 - April - First meeting

Invoice - 4/3/2015 11:24:29 AM
 16
 001-000-000-528-60-51-00 Dispatch Services \$8,152.75
 Total Invoice - 4/3/2015 11:24:29 AM \$8,152.75

Total 37725 \$8,152.75
 Total Pacific CO Sheriff Office \$8,152.75
 Pacific County DCD
 37726

2015 - April - First meeting

Invoice - 3/31/2015 9:24:40 AM
 Food permit
 001-000-000-573-90-49-00 Black Lake Fishing Derby \$37.50
 Total Invoice - 3/31/2015 9:24:40 AM \$37.50

Total 37726 \$37.50
 Total Pacific County DCD \$37.50
 Peninsula Sanitation Service, Inc.
 37727

2015 - April - First meeting

Invoice - 4/2/2015 11:55:03 AM
 3017&5586
 001-000-000-514-20-47-01 Garbage Bills \$279.90
 409-000-000-535-00-47-04 Garbage Services \$457.84
 Total Invoice - 4/2/2015 11:55:03 AM \$737.74

Total 37727 \$737.74
 Total Peninsula Sanitation Service, Inc. \$737.74
 Ryan Herco Products Corp
 37728

2015 - April - First meeting

Invoice - 3/31/2015 9:20:07 AM
 8094560
 401-000-000-534-00-31-00 Operation & Maintenance \$187.86
 Total Invoice - 3/31/2015 9:20:07 AM \$187.86

Invoice - 3/31/2015 9:20:19 AM
 8094559
 401-000-000-534-00-31-00 Operation & Maintenance \$162.64
 Total Invoice - 3/31/2015 9:20:19 AM \$162.64

Total 37728 \$350.50
 Total Ryan Herco Products Corp \$350.50
 Sid's IGA
 37729

2015 - April - First meeting

Invoice - 4/2/2015 12:10:47 PM

	9035 409-000-000-535-00-31-07	Lab Supplies	\$31.50
	Total Invoice - 4/2/2015 12:10:47 PM		\$31.50
Total 37729			\$31.50
Total Sid's IGA Sunset Auto Parts Inc. 37730			\$31.50
	2015 - April - First meeting		
	Invoice - 4/2/2015 12:13:57 PM		
	City Hall		
	001-000-000-576-80-31-00	Office & Operatina Supplies	\$33.35
	827718		
	001-000-000-576-80-31-00	Office & Operatina Supplies	\$28.63
	827298		
	001-000-000-576-80-31-00	Office & Operatina Supplies	\$7.61
	825653		
	001-000-000-576-80-31-00	Office & Operatina Supplies	\$22.28
	827727		
	101-000-000-543-30-30-00	Office And Operatina	\$6.62
	825648		
	401-000-000-534-00-31-00	Operation & Maintenance	\$6.62
	825648		
	401-000-000-534-00-31-00	Operation & Maintenance	\$26.94
	825734		
	408-000-000-531-38-31-01	Operations & Maintenance	\$79.62
	826155		
	409-000-000-535-00-31-01	Operations And Maintenance	\$6.94
	826128		
	409-000-000-535-00-31-01	Operations And Maintenance	\$63.70
	826008		
	409-000-000-535-00-31-01	Operations And Maintenance	\$6.62
	825648		
	409-000-000-535-00-48-01	Repairs And Maintenance	\$96.71
	825976		
	409-000-000-535-00-48-01	Repairs And Maintenance	\$88.01
	825503		
	Total Invoice - 4/2/2015 12:13:57 PM		\$473.65
	Invoice - 4/6/2015 2:14:17 PM		
	Fire Dept		
	001-000-000-522-10-31-00	Office & Operatina Supplies	\$4.29
	7923		
	001-000-000-522-10-31-00	Office & Operatina Supplies	(\$27.80)
	7923		
	001-000-000-522-10-31-00	Office & Operatina Supplies	\$107.31
	7923		
	001-000-000-522-10-31-00	Office & Operatina Supplies	\$26.81
	7923		
	Total Invoice - 4/6/2015 2:14:17 PM		\$110.61
			\$584.26
Total 37730			\$584.26
Total Sunset Auto Parts Inc. Tire Hut 37731			
	2015 - April - First meeting		
	Invoice - 3/31/2015 9:27:02 AM		
	6218		
	001-000-000-576-80-48-00	Repairs & Maintenance	\$26.95
	Total Invoice - 3/31/2015 9:27:02 AM		\$26.95
Total 37731			\$26.95
Total Tire Hut USA Blue Book 37732			\$26.95
	2015 - April - First meeting		
	Invoice - 3/31/2015 9:21:55 AM		
	587921		
	401-000-000-534-00-31-00	Operation & Maintenance	\$288.88
	Total Invoice - 3/31/2015 9:21:55 AM		\$288.88
Total 37732			\$288.88
Total USA Blue Book Verizon Wireless 37733			\$288.88
	2015 - April - First meeting		
	Invoice - 3/31/2015 9:27:56 AM		
	401-000-000-534-00-42-00	Communications	\$91.76
	Total Invoice - 3/31/2015 9:27:56 AM		\$91.76
Total 37733			\$91.76
Total Verizon Wireless Visa 37734			\$91.76
	2015 - April - First meeting		
	Invoice - 4/6/2015 3:17:41 PM		
	001-000-000-514-20-31-00	Office & Operatina Supplies	\$119.65
	001-000-000-576-80-31-00	Office & Operatina Supplies	\$39.89
	101-000-000-543-30-30-00	Office And Operatina	\$39.88
	401-000-000-534-00-31-00	Operation & Maintenance	\$119.65
	408-000-000-531-38-31-01	Operations & Maintenance	\$39.89
	409-000-000-535-00-31-01	Operations And Maintenance	\$119.65
	Total Invoice - 4/6/2015 3:17:41 PM		\$478.61

Total 37734			\$478.61
Total Visa			\$478.61
WA State Dept. of Retirement Sys			
37735	2015 - April - First meeting		
	Invoice - 3/31/2015 9:07:16 AM		
	1096689		
	001-000-000-514-20-20-00	Personnel Benefits	\$4.00
	001-000-000-522-10-20-00	Personnel Benefits	\$3.25
	001-000-000-576-80-20-00	Parks Benefits	\$3.25
	101-000-000-542-30-20-00	Benefits	\$3.25
	401-000-000-534-00-20-00	Benefits	\$4.00
	408-000-000-531-38-20-00	Benefits	\$3.25
	409-000-000-535-00-20-00	Employee Benefits	\$4.00
	Total Invoice - 3/31/2015 9:07:16 AM		\$25.00
Total 37735			\$25.00
Total WA State Dept. of Retirement Sys			\$25.00
Wadsworth Electric			
37736	2015 - April - First meeting		
	Invoice - 3/31/2015 9:31:17 AM		
	21134		
	401-000-000-534-00-41-03	Professional Services - Electrician	\$2,283.33
	Total Invoice - 3/31/2015 9:31:17 AM		\$2,283.33
	Invoice - 3/31/2015 9:31:38 AM		
	21139		
	409-000-000-535-00-41-01	Professional Services - Electrician	\$292.00
	Total Invoice - 3/31/2015 9:31:38 AM		\$292.00
	Invoice - 3/31/2015 9:31:39 AM		
	21136		
	409-000-000-535-00-41-01	Professional Services - Electrician	\$202.17
	Total Invoice - 3/31/2015 9:31:39 AM		\$202.17
	Invoice - 3/31/2015 9:31:40 AM		
	21135		
	409-000-000-535-00-41-01	Professional Services - Electrician	\$453.40
	Total Invoice - 3/31/2015 9:31:40 AM		\$453.40
Total 37736			\$3,230.90
Total Wadsworth Electric			\$3,230.90
Western Systems Refuse & Recycling Solutions			
37737	2015 - April - First meeting		
	Invoice - 3/31/2015 9:05:24 AM		
	10859		
	401-000-000-534-00-31-00	Operation & Maintenance	\$1,450.00
	Total Invoice - 3/31/2015 9:05:24 AM		\$1,450.00
Total 37737			\$1,450.00
Total Western Systems Refuse & Recycling Solutions			\$1,450.00
Wilcox & Flegel Oil Co.			
37738	2015 - April - First meeting		
	Invoice - 4/6/2015 2:36:20 PM		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$235.91
	101-000-000-543-30-30-01	Gasoline & Oil Products	\$235.91
	401-000-000-534-00-32-00	Gasoline	\$511.50
	409-000-000-535-00-32-00	Gas/oil Products	\$407.23
	Total Invoice - 4/6/2015 2:36:20 PM		\$1,390.55
Total 37738			\$1,390.55
Total Wilcox & Flegel Oil Co.			\$1,390.55
William R. Penoyar, Attorney at Law			
37739	2015 - April - First meeting		
	Invoice - 3/31/2015 9:46:40 AM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
	Total Invoice - 3/31/2015 9:46:40 AM		\$412.00
Total 37739			\$412.00
Total William R. Penoyar, Attorney at Law			\$412.00
Wirrkala Radio-TV			
37740	2015 - April - First meeting		
	Invoice - 4/7/2015 12:25:53 PM		
	524190		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$32.33
	Total Invoice - 4/7/2015 12:25:53 PM		\$32.33
Total 37740			\$32.33
Total Wirrkala Radio-TV			\$32.33
Zee Medical Service Co.			
37741	2015 - April - First meeting		
	Invoice - 4/2/2015 9:02:03 AM		
	68283932		
	101-000-000-543-30-30-00	Office And Operating	\$24.35
	401-000-000-534-00-31-00	Operation & Maintenance	\$24.35
	408-000-000-531-38-31-01	Operations & Maintenance	\$24.35
	409-000-000-535-00-31-01	Operations And Maintenance	\$24.35
	Total Invoice - 4/2/2015 9:02:03 AM		\$97.40
Total 37741			\$97.40
Total Zee Medical Service Co.			\$97.40
Grand Total	Vendor Count	64	\$73,341.18

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpdchief@centurytel.net

Phone 360-642-2911
Fax 360-642-5273

04-01-15

Page 1 of 2

To: Mayor Cassinelli and Ilwaco City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for March 2015

During the month of March the Long Beach Police Department handled the following cases and calls:

Long Beach

544 Total Incidents
Aid Call Assists: 6
Alarms: 7
Animal Complaints: 7
Assaults: 10
Assists: 58
(Includes 14 Law Enforcement Agency Assists Outside City Boundaries)
Burglaries: 6
Disturbance: 23
Drug Inv.: 7
Fire Call Assists: 7
Follow Up: 105
Found/Lost Property: 15
Harassment: 5
Malicious Mischief: 9
MIP – Alcohol: 0
MIP – Tobacco: 0
Missing/Found Persons: 3
Prowler: 10
Runaway: 1
Security Checks: 101
Suspicious: 32
Thefts: 13
Traffic Accidents: 3
Traffic Complaints: 15
Traffic Tickets: 11
Traffic Warnings: 52
Trespass: 12
Warrant Contacts: 18
Welfare Checks: 8

Ilwaco

363 Total Incidents
Aid Call Assists: 0
Alarms: 4
Animal Complaints: 3
Assaults: 3
Assists: 34
Burglaries: 0
Disturbance: 7
Drug Inv.: 5
Fire Call Assists: 1
Follow Up: 78
Found/Lost Property: 3
Harassment: 2
Malicious Mischief: 2
MIP – Alcohol: 0
MIP – Tobacco: 0
Missing/Found Persons: 2
Prowler: 0
Runaway: 1
Security Checks: 147
Suspicious: 12
Thefts: 5
Traffic Accidents: 2
Traffic Complaints: 10
Traffic Tickets: 5
Traffic Warnings: 16
Trespass: 9
Warrant Contacts: 7
Welfare Checks: 5

On March 3rd the department had firearms range training. We qualified with our patrol shotguns and rifles.

Officer Jeff Cutting attended local training on March 9th. He went through a practical training exercise for his arson investigation certification.

I attended training on the 12th. The class was sponsored by the Washington Cities Insurance Authority. The class title was, "Controlling the Chaos: The Employment Investigation, the Claim For Damages and the Lawsuit". The training dealt with how to investigate employees, deal with claims for damages from employees and how to deal with a lawsuit from an employee. Fun stuff.

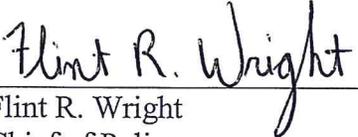
On March 16th Officer Rodney Nawn attended training. The title of the class was, "Report Writing: Making Your Case". The class looked at how defense attorneys ☹, judges, hearings officers and juries view reports, understanding basic rules for evidence and writing specialized reports dealing with child abuse cases, sexual assault cases and domestic violence cases.

I assisted Well Springs Community Network on March 20th. Well Springs had \$5000.00 to give in grants to organizations to help work with children and to help end poverty. We had 16 applicants and awarded money to 11 of them.

Officer Mike Parker attended training March 24th-26th. The class title was "The Reid Interview and Interrogation Technique". This is the same class that Officer Nawn attended last month. The Reid class is the best interview and interrogation class anywhere.

Loretta attended first aid training on the 25th.

I attended training on March 30th – April 1st. The title of the class was "Force Encounters Analysis: Understanding Human Performance During Critical Incidents". Mainly the class dealt with officer involved use of force. Topics covered were officers reaction times to an attack, why are suspects sometimes shot in the back, how long it takes to start and stop shooting, how to interview officers involved in a shooting and why do statements sometimes conflict with forensic evidence.



Flint R. Wright
Chief of Police



FOR CITY USE ONLY	
Date Received	2/10/15
Fee Paid	yes
Type of Fee	2-13-15 - D.K.
Receipt #	
Received By	AKB

MASTER PLANNING PERMIT APPLICATION FORM

Application form must be accompanied by a **submittal checklist** for specific type of application and all **application fees**.

GENERAL INFORMATION	
Type of Application	ROAD VARIATION
Name of Project	805 NORTH HEAD RD.

APPLICANT			
Name/Company	Doug Knutzen		
Address	Box 549	City/State/Zip	SEAVIEW, WA
Telephone	360-244-2720	Cell Phone	
Fax		Email	doug@boxkauto.com
If owner is different from applicant, what is the legal relationship of the applicant to the owner that entitles the applicant to make applications?			
Applicant			
Applicant's Signature		Date	FEB 10, 2015

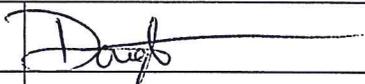
REPRESENTATIVE (if different from Applicant)			
Name/Company	Applicant		
Address		City/State/Zip	
Telephone		Cell Phone	
Fax		Email	

CONTACT PERSON/ENTITY (designate a single person/entity to receive determinations and notices from the city.)			
Name	Applicant		
Address		City/State/Zip	
Telephone		Cell Phone	
Fax		Email	

OWNER(S) (if different from Applicant)

Name	Applicant		
Address			
City/State/Zip			
Telephone		Fax	
Email			

We, the undersigned, grant the applicant permission to use our property in the manner described in this application.

Owner's Signature		Date	FEB 10, 2015
Owner's Signature		Date	
Owner's Signature		Date	

PROPERTY INFORMATION

Property Address/Location	805 NORTH HEAD RD.
Assessor Parcel Nos.	73018013001
Current Zoning	R-3
Current Land Use	RESIDENTIAL
Proposed Land Use	RESIDENTIAL

LEGAL/FINANCIAL RESPONSIBILITY

We, the undersigned, attest under penalty of perjury that the information in this application is true and accurate. We also acknowledge that it is our responsibility to understand and comply with all applicable federal, state and local regulations. Further, we agree that we shall be financially responsible for any and all engineering and planning services or other professional consulting/legal services deemed necessary by the city for the complete permit and plan review. These additional fees, if any, shall be paid in full prior to final signing of any permits, final plats, mylars, etc. (IMC 15-08-065).

Signature		Date	FEB 10, 2015
Signature		Date	
Signature		Date	

MONUMENT NOTES

D ST.

SECOND ST.

C ST.

THIRD ST.

S.R.

(180.00')

(180.00')

(100.00')

(150.00')

25'

25'

25'

25'

25'

25'

25'

25'

25'

25'

25'

25'

25'

50.00'

50.00'

300'±2'±25"W, 150.00'

(150.00')

(150.00')

(SOUTH, 200.00')

00.00'±2'±25"W, 200.00'

POWELL
APN 73018014002

POWELL
APN 73018014002

KNUTZEN
APN 73018014806
N00°18'±25"E, 150.00'

PROPOSED LOCATION AREA

KNUTZEN
APN 73018015001

STATE OF WASHINGTON
APN 73018000001

STATE OF WASHINGTON
APN 73018000004

(12)

(11)

(17)

(8)

(5)

(4)

(14)

(9)

(10)

(8)

(15)

(1)

SEPTIC

SEPTIC

WATED
SECOND ST.

TOP OF
DRAIN
W/L

SEPTIC
24'E

5

2

1

3

2

1

5

2

1

4

5

6

4

5

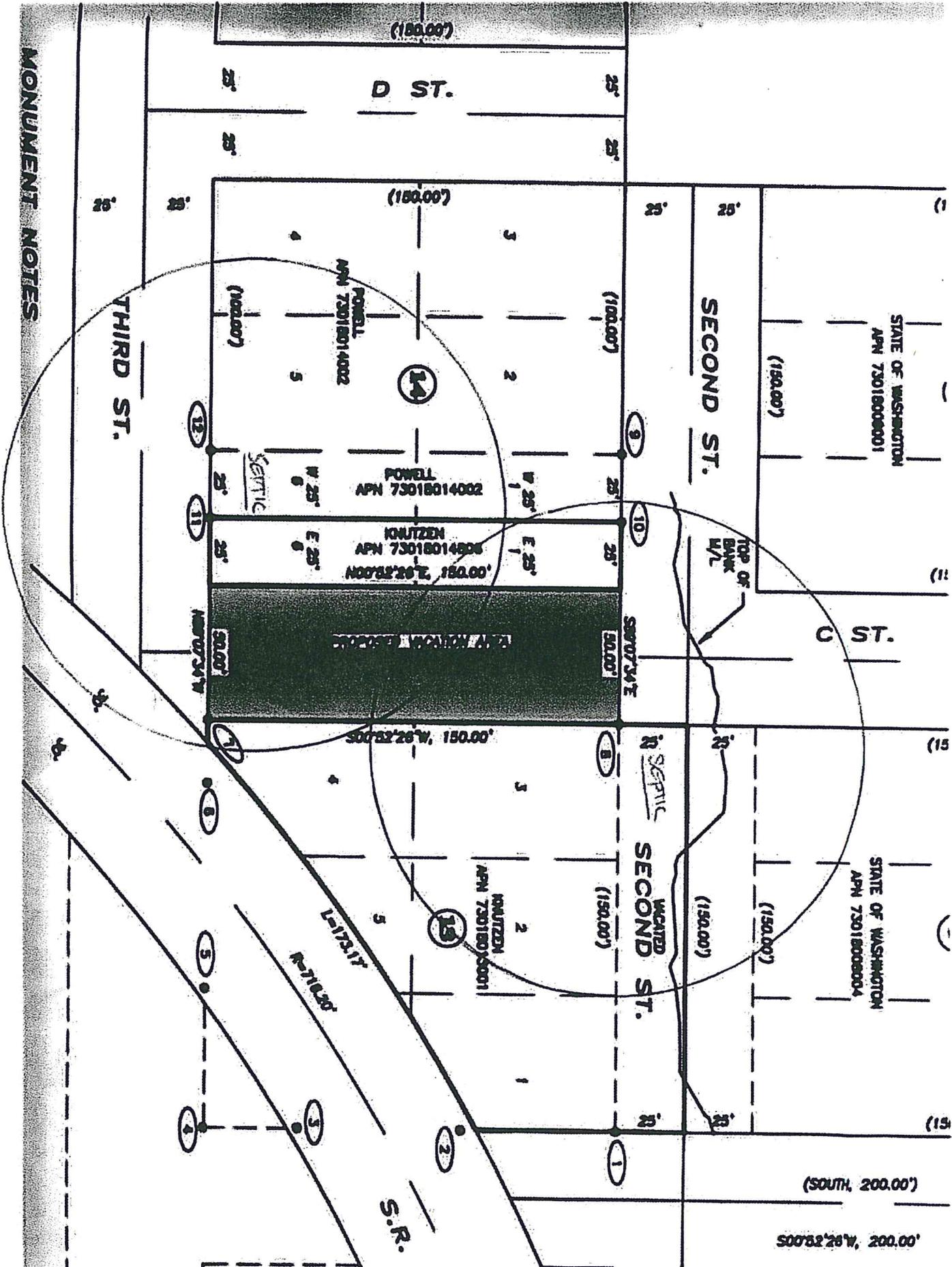
3

(1)

(11)

(15)

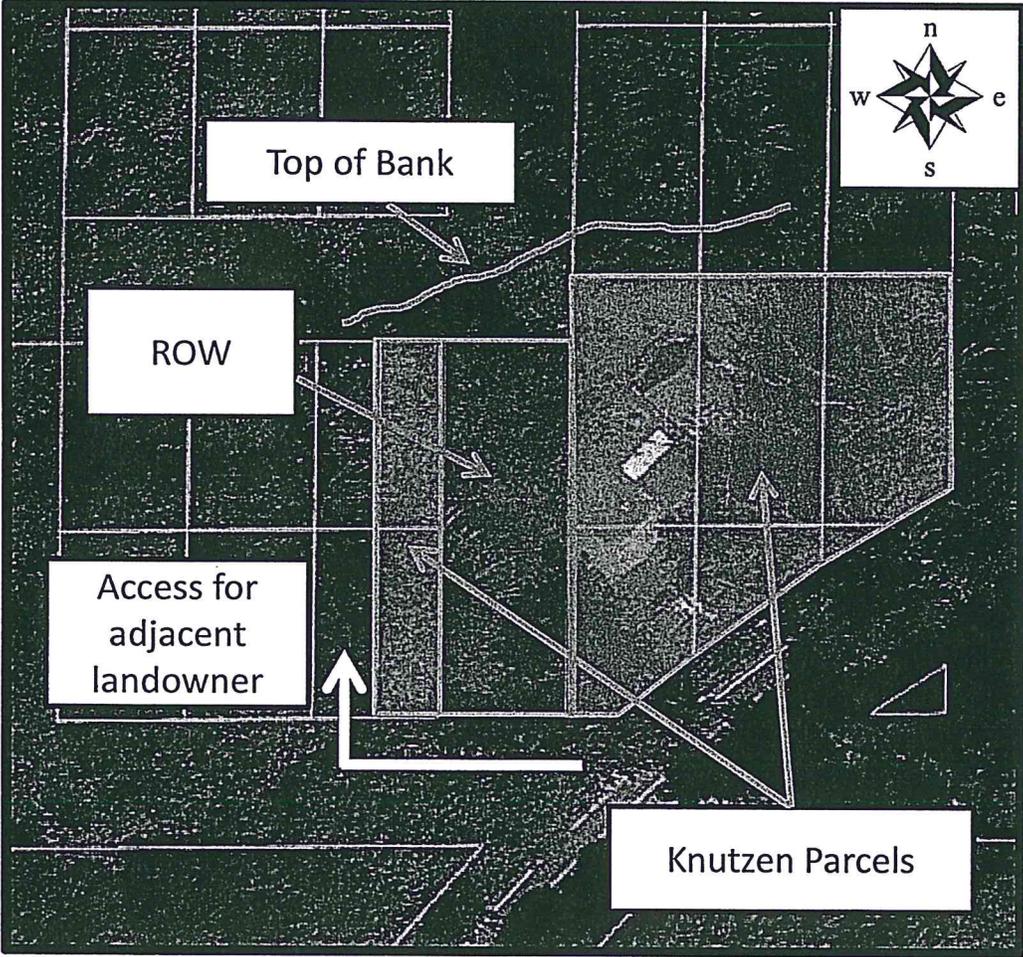
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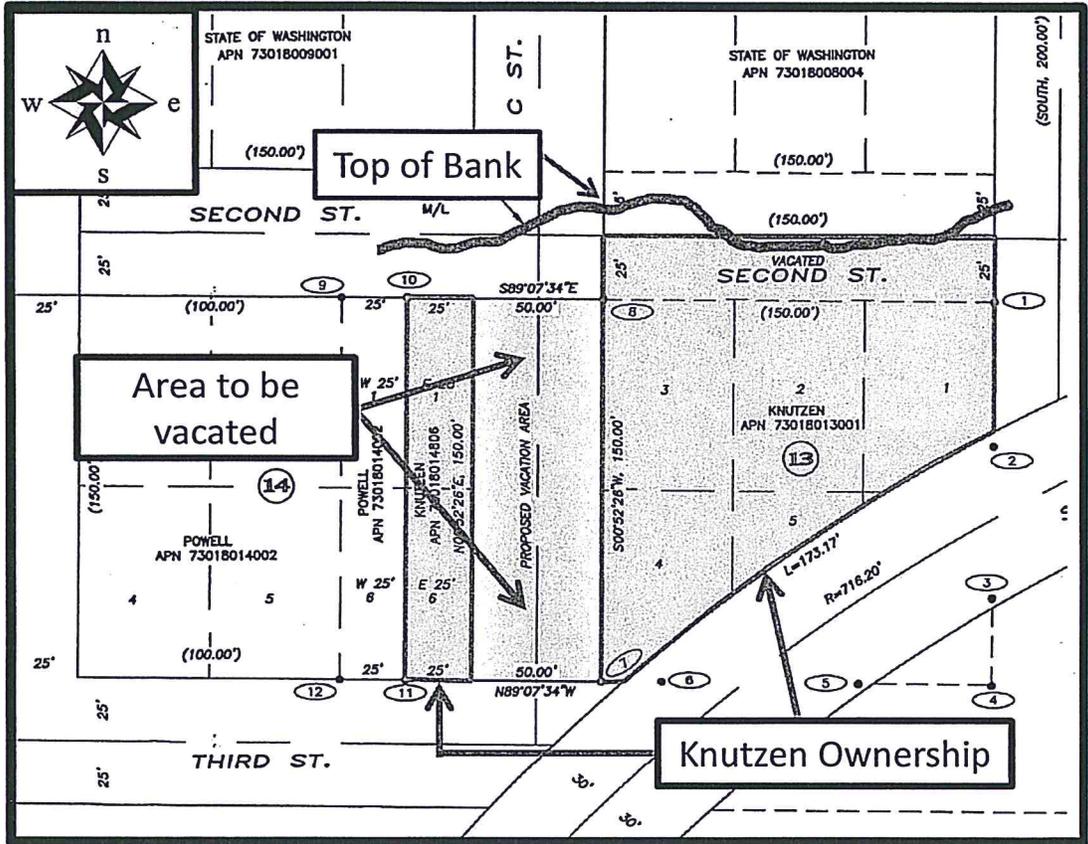


Doug Knutzen
 805 North Head Road
 Proposed "C" Street Vacation

	Developed Value	Square Footage	Square foot Value	
Appraisal	\$90,000.00	30,000	\$3.00	Performed by Troy Adams March 7, 2014 for the BOP
212' Deep Well	\$19,404.00	30,000	-\$0.65	Estimated value by Jason of Arcadia Drilling 1-360-4265-3395
Septic	\$16,170.00	30,000	-\$0.54	Estimated value for a new pressure type septic system
Utilities	\$12,936.00	30,000	-\$0.44	Estimated value for underground power and phone
Lot Development	\$2,156.00	30,000	-\$0.08	Lot access and partial development
Adjusted value			\$1.29	
Easement Square footage		7,500		
Easement value			\$9,675.00	
50% of Easement value			\$4,837.50	

This lot does not have a spot for a well that is at least 100' from an existing septic system.
 This value does not take into consideration set back requirements or the usability of the lot.





Knutzen – Road Vacation Petition (RDV15-0001)

Chapter 15.94 VACATION OF PUBLIC RIGHTS-OF-WAY

Sections:

15.94.010 Petition by owners.

15.94.020 Setting date for hearing.

15.94.030 Notice of hearing.

15.94.040 Hearing—Ordinance of vacation.

15.94.050 Record ordinance.

15.94.060 Limitations on vacations of streets abutting bodies of water.

15.94.070 Title to vacated street or alley.

15.94.080 Vested rights not affected.

15.94.010 Petition by owners.

A. The owners of an interest in any real estate abutting upon any street or alley may petition the city council to make vacation, giving a description of the property to be vacated.

B. The city council itself may also initiate a street vacation procedure.

C. The petition or resolution must be filed with the city clerk-treasurer. (Ord. 627 (part), 1999)

15.94.020 Setting date for hearing.

A. If the petition is signed by the owners of more than two-thirds of the property abutting upon the street or alley sought to be vacated, the city council will by resolution set a date when the petition will be heard and decided upon.

B. The date must be not more than sixty (60) days nor less than twenty (20) days after the date of the passage of such resolution. (Ord. 627 (part), 1999)

15.94.030 Notice of hearing.

A. Upon passage of the resolution the city clerk must post notice of the petition in three public places in the city and a notice in a conspicuous place on the street or alley sought to be vacated. The notice must contain:

1. A statement that a petition has been filed to vacate the street or alley described in the notice; and

2. A statement of the time and place for the hearing of the petition.

B. If the proceeding is initiated by resolution of the city council and not by property owners, the notice described in subsection A above must be mailed to the owners of property abutting upon any part of a street or alley sought to be vacated, as shown on the rolls of the county treasurer, at least fifteen (15) days before the date fixed for the hearing; provided, that if fifty (50) percent of the abutting property owners file written objection to the proposed vacation with the city clerk, before the hearing, the city will not proceed with the resolution. (Ord. 627 (part), 1999)

15.94.040 Hearing—Ordinance of vacation.

A. The hearing on the petition must be held by the city council. If the city council decides to grant the petition or any part of it, the city council may by ordinance vacate the street or alley.

B. The ordinance will provide that the ordinance will not become effective until the owners of property abutting upon the street or alley so vacated, will compensate the city in an amount which does not exceed one-half the appraised value of the area so vacated, except in the event the subject property was acquired at public expense, compensation may be required in an amount equal to the full appraised value of the vacation; provided, that the ordinance may provide that the city retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair and maintenance of public utilities and services.

C. The petitioning parties are responsible for arranging and paying for the appraisal.

D. If the city is initiating the vacation, it is responsible for arranging and paying for the appraisal. (Ord. 627 (part), 1999)

15.94.050 Record ordinance.

A certified copy of the ordinance must be recorded by the city clerk-treasurer and with the Pacific County auditor. (Ord. 627 (part), 1999)

15.94.060 Limitations on vacations of streets abutting bodies of water.

A. The city may not vacate a street or alley if any portion of the street or alley abuts a body of fresh or salt water unless:

1. The vacation is sought to enable the city to acquire the property for port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation or educational purposes, or other public uses;
2. The city council by resolution declares that the street or alley is not presently being used as a street or alley and that the street or alley is not suitable for any of the following purposes: port, beach or water access, boat moorage, launching sites, park,

public view, recreation or education; or

3. The vacation is sought to enable the city to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the streets or alley sought to be vacated abut, had the properties included in the plan not been vacated.

B. Before adopting a resolution vacating a street or alley under subsection A2 above, the city must:

1. Compile an inventory of all rights-of-way within the city that abut the same body of water that is abutted by the street or alley sought to be vacated;

2. Conduct a study to determine if the street or alley to be vacated is suitable for use by the city for any of the following purposes: port, boat moorage, launching sites, beach or water access, park, public view, recreation or education;

3. Hold a public hearing on the proposed vacation in the manner required by this chapter, where in addition to the normal requirements for publishing notice, notice of the public hearing is posted conspicuously on the street or alley sought to be vacated, which posted notice indicates that the area is public access, it is proposed to be vacated, and that anyone objecting to the proposed vacation should attend the public hearing or send a letter to a particular official indicating his or her objection; and

4. Make a finding that the street or alley sought to be vacated is not suitable for any of the purposes listed under subsection A2 above, and that the vacation is in the public interest.

C. No vacation will be effective until the fair market value has been paid for the street or alley that is vacated. Money received from the vacation may be used by the city only for acquiring additional beach or water access, acquiring additional public view sites to a body of water, or acquiring additional moorage or launching sites. (Ord. 627 (part), 1999)

15.94.070 Title to vacated street or alley.

If any street or alley is vacated by the city council, the property within the limits so vacated will belong to the abutting property owners, one-half to each. (Ord. 627 (part), 1999)

15.94.080 Vested rights not affected.

No vested rights are affected by the provisions of this chapter. (Ord. 627 (part), 1999)

When recorded return to:

DOUGLAS M. KNUTZEN and SUZANNE E. KNUTZEN
PO BOX K
SEAVIEW, WA 98644

THIS IS TO CERTIFY THAT TRANSACTION TAX IN THE SUM OF \$ <u>3672.00</u> HAS BEEN PAID ON THE WITHIN INSTRUMENT.	
Technology Fee \$	<u>5.00</u>
See Rec. No.	<u>086206</u>
Date:	<u>4-4-14</u>
PACIFIC COUNTY TREASURER	

Filed for Record at Request of:
First American Title Insurance Company

Space above this line for Recordors use only

**SPECIAL WARRANTY DEED
(Not Statutory)**

File No: **4421-2212404 (WJM)**

Grantor(s): **ESTATE OF LORRAINE UNRUH**

Grantee(s): **DOUGLAS M. KNUTZEN and SUZANNE E. KNUTZEN**

Abbreviated Legal: **E25' OF LOTS 1 AND 6, BLK 14; AND LOTS 1-6, BLK 13, OCEAN VIEW, VOLUME D-1, PAGE 12 PACIFIC COUNTY, WASHINGTON.**

Additional Legal on page:

Assessor's Tax Parcel No(s): **73018014801 and 73018014806 and 73018013001**

THE GRANTOR(S), **GREG E. BLAZEK, PERSONAL REPRESENTATIVE FOR THE ESTATE OF LORRAINE UNRUH, DECEASED**, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, bargains, sells, and conveys to **DOUGLAS M. KNUTZEN and SUZANNE E. KNUTZEN, husband and wife**, the following described real estate, situated in the County of **PACIFIC**, State of **Washington**:

LEGAL DESCRIPTION: Real property in the County of **PACIFIC**, State of **Washington**, described as follows:

PARCEL I

THE EASTERLY 25 FEET OF LOTS 1 AND 6 IN BLOCK 14 OF OCEAN VIEW, PER PLAT THEREOF ON FILE IN VOLUME D-1 AT PAGE 12 OF PLATS IN THE OFFICE OF THE AUDITOR OF PACIFIC COUNTY, WASHINGTON.

PARCEL II

LOTS 1 TO 6, INCLUSIVE IN BLOCK 13 OF OCEAN VIEW, PER PLAT THEREOF ON FILE IN VOLUME D-1 OF PLATS, PAGE 12, IN PACIFIC COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED SECOND STREET ADJOINING LOTS 1, 2 AND 3 ACCRUING THERTO BY OPERATION OF LAW;



APN: 73018014801

Special Warranty Deed
- continued

File No.: 4421-2212404 (WJM)
Date: 03/28/2014

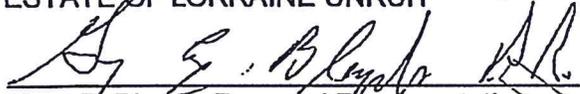
EXCEPT THAT PORTION THEREOF LYING WITHIN THE ILWACO-NORTH HEAD ROAD RIGHT OF WAY.

Tax Parcel Number(s): **73018014801 and 73018014806 and 73018013001**

Dated: **April 04, 2014**

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

ESTATE OF LORRAINE UNRUH



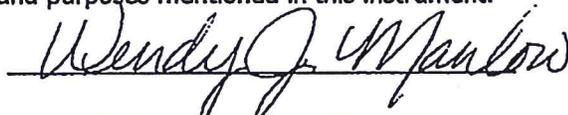
Greg E. Blazek, Personal Representative

STATE OF Washington

COUNTY OF PACIFIC

I certify that I know or have satisfactory evidence that **GREG E. BLAZEK**, (is/~~are~~) the person(~~s~~) who appeared before me, and said person(~~s~~) acknowledged that **HE** signed this instrument, on oath stated that **HE IS** authorized to execute the instrument and acknowledge it as the **PERSONAL REPRESENTATIVE** of **ESTATE OF LORRAINE UNRUH** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: April 04, 2014



Wendy J. Manlow

Notary Public in and for the State of Washington
Residing at *South Bend, WA*
My appointment expires: *2-19-18*





PACIFIC COUNTY WASHINGTON



TAXSIFTER

[SIMPLE SEARCH](#) [SALES SEARCH](#) [COUNTY HOME PAGE](#) [CONTACT](#) [DISCLAIMER](#) [HELP](#)

Bruce Walker
PACIFIC County Assessor PO Box 86 South Bend, WA 98586

[Assessor](#) [Treasurer](#) [Appraisal](#) [MapSifter](#)

Parcel

Parcel#: 73018013001 Owner Name: KNUTZEN, DOUGLAS M & SUZANNE E
 DOR Code: 11 - Residential - Single Family Address1:
 Situs: 805 NORTH HEAD RD Address2: P O BOX K
 Map Number: OCEAN VIEW 13 01 City, State: SEAVIEW WA
 Status: Zip: 98644
 Description: OCEAN VIEW 13 01; LOTS 2,3 PLUS 1/2 VAC ST, LS CO RD;LOTS 4-6 LS RD
 Comment: CANCEL FIRE PATROL ASSESSMENT 2014 TAX PER DNR AUTH #13289

2015 Market Value

2015 Taxable Value

2015 Assessment Data

2015 Market Value		2015 Taxable Value		2015 Assessment Data	
Land:	\$65,000	Land:	\$65,000	District:	29 -
Improvements:	\$48,400	Improvements:	\$48,400	Current Use/DFL:	No
Permanent Crop:	\$0	Permanent Crop:	\$0		
Total	\$113,400	Total	\$113,400	Total Acres:	0.46000

Ownership

Owner's Name	Ownership %
KNUTZEN, DOUGLAS M & SUZANNE E	100 %

Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
04/04/14	3151516	3	86206	UNRUH, LORRAINE	KNUTZEN, DOUGLAS M & SUZANNE E	\$240,000
04/01/04	3071358	3		UNRUH, C DARRELL	UNRUH, LORRAINE	\$0

Building Permits

Permit No.	Date	Description	Amount
B140177LB	9/18/2014	DUCTLESS HEAT PUMP	\$999.00

Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2015	KNUTZEN, DOUGLAS M & SUZANNE E	\$65,000	\$48,400	\$0	\$113,400	\$0	\$113,400
2014	KNUTZEN, DOUGLAS M & SUZANNE E	\$65,000	\$53,800	\$0	\$118,800	\$0	\$118,800
2013	UNRUH, LORRAINE	\$65,000	\$76,600	\$0	\$141,600	\$0	\$141,600
2012	UNRUH, LORRAINE	\$65,000	\$76,600	\$0	\$141,600	\$0	\$141,600
2011	UNRUH, LORRAINE	\$65,000	\$78,500	\$0	\$143,500	\$0	\$143,500

[View Taxes](#)

Parcel Comments

Date	Comment
04/04/13	CANCEL FIRE PATROL ASSESSMENT 2014 TAX PER DNR AUTH #13289
04/07/04	PREVIOUS DEEDS: 8701-131; 144-229

Property Images

Click on an image to enlarge it.



1.0.5381.28073

TX_RollYear_Search: 2015

**CITY OF ILWACO
RESOLUTION NO. 2015-XX**

**A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON
AUTHORIZING THE SELECTION OF A PYROTECHNIC DISPLAY PROVIDER
BASED ON SPECIAL REQUIREMENT AND FACILITIES AND MARKET
CONDITIONS, AND WAIVING COMPETITIVE BIDDING REQUIREMENTS**

WHEREAS, the City Council finds that providing a pyrotechnic display in celebration of the 4th of July, requires special provider licencing, abilities, equipment and supplies; and,

WHEREAS, RCW 39.04.280 provides that a local agency, by Resolution may waive the competitive bidding requirements when the purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions; and,

WHEREAS, the provider must also have a familiarity with the area where the pyrotechnics are to be fired, as well locations of viewers; and

WHEREAS, the City Council finds that the pyrotechnic provider must have developed emergency response plans and crowd management plans with local emergency service providers,

WHEREAS, the City Council finds that Western Fireworks Display, Ltd. is the only entity that can provide this service because of the danger and expertise involved, it's years of past experience in Ilwaco, the fact it is familiar with the launch site and has already developed and tested emergency response plans, and the fact it has already acquired the necessary licenses and permits; and

WHEREAS, the City Council finds that it is appropriate to waive the competitive bidding requirements for the above reasons; and,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The procurement of a pyrotechnic display from Western Fireworks Display, Ltd. is authorized and competitive bidding requirements are hereby waived for the is purchase due to special facilities and market conditions.

Section 2. Severability. If any section, sentence, clause or phrase of this resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 3. This resolution, being an exercise of power specifically delegated to the city legislative body, is not subject to referendum and shall take effect five (5) days after passage by the City Council.

Mike Cassinelli, Mayor

ATTEST:

Holly Beller, Deputy City Clerk

VOTE	Jensen	Karnofski	Marshall	Chambreau	Ferner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

EFFECTIVE:

SOLE SOURCE JUSTIFICATION

Requisition Item: 2015 Fireworks Display

Prior Purchase Order Number (if item had been approved previously): _____

1. Please describe the item and its function:

A fireworks display on July 3, 2015 over Baker Bay – Columbia River, Outer Harbor Way SE, Ilwaco WA 98624 as defined in proposal #15-4983.

2. This is a sole source* because:

- sole provide of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard**
- sole provider of factory-authorized warranty service
- sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (please attach information on market price survey, availability, etc.)

3. What necessary features does this vendor provide which are not available from other vendors? Please be specific.

The vendor has inherent knowledge of the area and safety measures that are required with a pyrotechnic show. The vendor has provided services to the community for multiple years and understands the liability involved with such a display show, insurance requirements, positioning for maximum spectator enjoyment, etc. The vendor has a long standing history of producing award winning shows, and over 250 shows the 4th of July weekend. The vendor contracts for nearly every fireworks display on the Oregon and SW Washington coastline.

4. What steps were taken to verify that these features are not available elsewhere?

- Other brands/manufacturers were examined (please list phone numbers and names, and explain why these were not suitable)

X Other vendors were contacted (please list phone numbers and names, and explain why these were not suitable).

Western Display Fireworks, Ltd is the sole distributor in the area of pyrotechnic displays of this size, including City of Long Beach, Astoria 4th and Regatta, Seaside, Clatskanie, St. Helens, Manzanita, Rockaway, Garibaldi Days, Neskowin, Lincoln City, Devils Lake, Newport, Vernonia, Willamina, Toledo, Waldport, Yachats, Florence, Winchester Bay, Lakeside, Coos Bay, The Mill Casino 3rd of July (North Bend), Bandon, Port Orford, and Gold Beach. Due to that determination no other vendors were contacted.

*Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

**Procurements of items for which the City has established a standard by designating a brand or manufacturer or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 4/13/15 Council Business Item:

B. Issue/Topic: **Western Display Fireworks Contract**

C. Sponsor(s):

1. Cassinelli
- 2.

D. Background (overview of why issue is before council):

The Ilwaco Merchant Association has traditionally been responsible for the 4th of July fireworks show at the Port of Ilwaco the first Saturday in July. Because the 4th of July falls on a Saturday in 2015, the IMA voted to not compete with the Long Beach display.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details):

1. No fireworks display from Ilwaco in 2015 may decrease attendance to other events such as Saturday Market and Firecracker 5k in Ilwaco, but ultimately could affect a decrease in visitors throughout the area over what is usually a very popular three day weekend.
2. The City of Ilwaco has traditionally budgeted and funded a portion of the fireworks display, while the IMA has solicited donations from local merchants.
3. IMA will be donating \$1500 from their funds previously received. \$7500 is currently budgeted by the City.
4. Western will provide permits, operators, and insurance binders.

F. Impacts:

1. Fiscal: Total price of \$15,000 shall be paid as follows: 25% or \$3,750 due May 1, 2015; Remaining balance of \$11,250 is due in full on or before July 14, 2015.
2. Legal: Reviewed by Heather Reynolds
3. Personnel:
4. Service/Delivery:

G. Planning Commission: Recommended N/A Public Hearing on

H. Staff Comments:

I. Time Constraints/Due Dates: Time is of the essence

J. Proposed Motion: **I move to approve the Mayor enter into an agreement with Western Display Fireworks, Proposal #15-4983 for the 2015 4th of July show at the Port of Ilwaco.**

FIREWORKS DISPLAY PROPOSAL PRESENTED BY

WESTERN DISPLAY FIREWORKS LTD



City of Ilwaco
Independence Day Fireworks
Display at the Port
July 3, 2015



p.o. box 932 • canby oregon • 97013
office 503.656.1999 • fax 503.656.6628
info@westerndisplay.com



WESTERN DISPLAY FIREWORKS

Proposal for:

City of Ilwaco
 PO Box 548
 Ilwaco, WA 98624

Date of Event	7/3/2015	Show #	15-4983
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Ordered	U/M	Description
***** SHOW OPENER		
1	Multi-Shot Box	3" (24 Shot) Fanned Glitter Coconut w/Glitter Tail
5	ea	4" Gold Strobe to Crackling Flower
3	ea	5" Glitter Coconut
***** MAIN SHOW		
***** 3" SHELLS		
10	ea	3" Titanium Salute
***** 4" SHELLS		
1	Asst Case	4" (36) Sunny Assortment Package V25
2	ea	4" Red Bee
2	ea	4" Orange Dahlia w/Silver Tail
2	ea	4" Red Coconut
2	ea	4" Lemon Dahlia
2	ea	4" Purple Coconut
2	ea	4" Blue to Silver Peony
2	ea	4" Red to Blue Peony w/ Tail
2	ea	4" Orange to Green Bees
2	ea	4" Yellow Chrysanthemum
2	ea	4" Purple Dahlia
2	ea	4" Blue Willow
2	ea	4" Gold to Silver Diamond
2	ea	4" Yellow Peony
2	ea	4" Green Chrysanthemum
2	ea	4" Purple Chrysanthemum
2	ea	4" Red to Silver Bees
2	ea	4" Blue Chrysanthemum
2	ea	4" Orange Bee

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WESTERN DISPLAY FIREWORKS

Proposal for:

City of Ilwaco
 PO Box 548
 Ilwaco, WA 98624

Date of Event	7/3/2015	Show #	15-4983
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Ordered	U/M	Description
1	Asst Case	4" (36) Sunny Meteor Assortment Package
2	ea	4" Red & Green Peony w/Silver Tail
2	ea	4" Red & Twinkling Kamuro Ring w/Green Tail
2	ea	4" Brocade to Red w/Red Tail
2	ea	4" White Strobe Flitter & Blue w/Silver Tail
2	ea	4" Red & Blue Peony to White Strobe w/Silver Tail
2	ea	4" Charcoal Crackling Chrysanthemum & Red Pistil w/Red Tail
2	ea	4" Red Glitter w/Silver Palm Pistil & Silver Tail
2	ea	4" Orange to Popping Flower w/Silver Tail
2	ea	4" Green Strobe Glitter & Blue w/Glitter Tail
2	ea	4" Crackling Willow Flower w/Strobe Pistil & Glitter Tail
2	ea	4" Christmas Dahlia (assorted dahlia) w/Silver Tail
2	ea	4" Lemon & Purple Dahlia w/Silver Tail
2	ea	4" Red, Green Dahlia Ring w/Red Tail
2	ea	4" Green, Purple & Gold Strobe w/ Gold Tail
2	ea	4" Green to Crackling Willow Flower
2	ea	4" Half Red & Half Blue Chrysanthemum
2	ea	4" Red to Blue Peony w/ Strobe Pistil
2	ea	4" Silver Strobe Willow & Red
1	Asst Case	4" (36) Sunny Poseidon Assortment Package
2	ea	4" Blue Peony to Silver Strobe w/Silver Tail
2	ea	4" Purple Peony to Popping Flower w/Silver Tail
2	ea	4" Red to Blue Peony w/Silver Palm Core w/Silver Tail
2	ea	4" Red Shiny Crackling Dahlia w/Red Tail
2	ea	4" Lemon Peony w/Silver Tail
2	ea	4" Blue & Twinkling Kamuro w/Silver Tail
2	ea	4" Red, Blue & Spangle w/Silver Tail
2	ea	4" Red, White & Blue Glitter w/Silver Tail
2	ea	4" Gold Strobe to Variegated w/Silver Tail
2	ea	4" Green & Purple Shiny Dahlia w/Silver Tail
2	ea	4" Red Chrysanthemum w/Silver Palm & Red Tail

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WESTERN DISPLAY FIREWORKS

Proposal for:

City of Ilwaco
 PO Box 548
 Ilwaco, WA 98624

Date of Event	7/3/2015	Show #	15-4983
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Ordered	U/M	Description
2	ea	4" Yellow & Blue Peony w/Silver Tail
2	ea	4" Green Strobe Willow & Purple w/Gold Tail
2	ea	4" Half Red & Half Blue Peony to White Strobe w/Silver Tail
2	ea	4" Gold & Purple Peony w/Silver Tail
2	ea	4" Golden Wave to Green Chrysanthemum w/Red Pistil & Silver Tail
2	ea	4" Red, Green Palm w/Silver Tail
2	ea	4" Variegated Peony w/Silver Tail
1	Asst Case	4" (36) Sunny Galileo Assortment Package 2015
2	ea	4" Red Glitter Tail Peony w/ Red Tail
2	ea	4" Green to Popping Flower w/ Green Tail
2	ea	4" Orange to Silver diamond Rain w/ Silver Tail
2	ea	4" Purple to Twinkling Kamuro Crown w/ Green Tail
2	ea	4" Red to Silver Strobe w/ Silver Tail
2	ea	4" Purple Tail Peony w/ Silver Tail
2	ea	4" Blue to Purple Palm w/ Red Tail
2	ea	4" Gold Spider w/ Popping Flower Pistil w/ Silver Tail
2	ea	4" Green to Gold Strobe w/ Silver Tail
2	ea	4" Yellow Wave to Crackling Spider w/ Silver Tail
2	ea	4" Gold Spider to Red & Blue w/ Red Tail
2	ea	4" Red to Silver diamond & Blue w/ Red Tail
2	ea	4" Orange & Blue Mag Dahlia w/ Tail
2	ea	4" Sky Blue Peony w/ Tail
2	ea	4" Gold Spider Dahlia w/ Tail
2	ea	4" Purple to Silver Strobe Willow w/ Tail
2	ea	4" Spangle Chrysanthemum to Green w/ Tail
2	ea	4" Red to Blue Peony w/ Tail
		***** 5" SHELLS
1	Asst Case	5" (18) Sunny Heritage Assortment Package
2	ea	5" Red to Silver Diamond w/Tail
2	ea	5" Red, Blue to White Mag Dahlia w/Tail

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WESTERN DISPLAY FIREWORKS

Proposal for:

City of Ilwaco
 PO Box 548
 Ilwaco, WA 98624

Date of Event	7/3/2015	Show #	15-4983
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Ordered	U/M	Description
2	ea	5" Blue to Strobe w/ Popping Flower Pistil w/ Tail
2	ea	5" Red Peony w/ Blue to Popping Flower Pistil w/ Tail
2	ea	5" Brocade w/ Red Strobe Pistil w/ Tail
2	ea	5" Red to White & Blue Glitter w/Tail
2	ea	5" Blue Ring w/ Gold Strobe Pistil w/ Tai
2	ea	5" Red, Blue, White Palm w/ Tail
2	ea	5" Red to Silver Strobe Chrysanthemum w/ Tail
1	Asst Case	5" (18) Sunny Assortment Package EH
1	ea	5" Purple to Popping Flower Octopus w/ Silver Tail
1	ea	5" Blue to Lemon Tail w/ Glitter Tail
1	ea	5" Blue to Purple Tail w/ Silver Tail
1	ea	5" Gold Strobe to Crackling Flower Octopus & Purple w/ Glitter Tail
1	ea	5" Green Glitter to Gold Spider w/ Tail
1	ea	5" Gold Spider to Red w/ Tail
1	ea	5" Variegated Tail Peony w/ Tail
1	ea	5" Gold Spider to Variegate w/ Tail
1	ea	5" Red to Silver Strobe Chrysanthemum w/ Tail
1	ea	5" Golden Wave w/ Blue Pistil w/ Tail
1	ea	5" Blue to Gold Spider Chrysanthemum w/ Tail
1	ea	5" Diamond Rain w/ Gold Palm Core w/ Tail
1	ea	5" Red Dahlia w/ White Strobe w/ Tail
1	ea	5" Orange Glitter Tail w/ Tail
1	ea	5" Blue Peony w/ Gold Palm Core w/ Tail
1	ea	5" Purple & Green Octopus w/ Tail
1	ea	5" Red to Silver Diamond Rain w/ Big Crackling Flower Pistil w/ Tail
1	ea	5" Red Glitter Ring w/ Blue Pistil w/ Tail
1	Asst Case	5" (18) Sunny Assortment Package C
2	ea	5" Green & Purple Peony w/ Silver Tail
2	ea	5" 2 Color Change Chrysanthemum w/ Color Change Pistil w/ Silver Tail
2	ea	5" Crackling chrysanthemum & Blue w/ Gold Tail
2	ea	5" Silver Strobe Willow Ring w Popping Flower Pistil w/ Silver Tail

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WESTERN DISPLAY FIREWORKS

Proposal for:

City of Ilwaco
 PO Box 548
 Ilwaco, WA 98624

Date of Event	7/3/2015	Show #	15-4983
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Ordered	U/M	Description
2	ea	5" Blue & Red Dahlia w/ Gold Tail
2	ea	5" Red to Silver Crackling Spider w/ Silver Tail
2	ea	5" Purple Ring w/ Popping Flower w/ Gold Tail
2	ea	5" Lemon Peony w/ Palm Core w/ Silver Tail
2	ea	5" Spangle Chrysanthemum w/Red-Blue Pistil & Silver Tail
1	Asst Case	5" (18) Vulcan Assortment Package 2013
1	ea	5" Green to Silver Twirl w/ Silver Tail
1	ea	5" Multi-Color Peony w/ White Strobe Pistil
1	ea	5" Twilight Glitter w/ Purple Pistil and Twilight Glitter Tail
1	ea	5" Red to Crackling Rain & Crackling Rain Pistil w/ Crackling Tail
1	ea	5" Purple to Crackling Rain w/ Green to Crackling Rain Pistil
1	ea	5" Cluster of Golden Bees w/ Gold Tail
1	ea	5" Stacked Color Bands w/ Whistle Tail
1	ea	5" Blue & Silver Dragon
1	ea	5" Crystal Cascade (Yellow) to Grasshopper Green Peony
1	ea	5" Crystal Cascade (Silver) to Ruby Red Peony
1	ea	5" Silver Strobe Willow w/ Twice Crackling Rain Pistil and Crackling Tail
1	ea	5" Variegated Falling Leaves
1	ea	5" Thousand Flowers (Silver Palm) w/ Silver Tail
1	ea	5" Thousand Flowers Butterfly
1	ea	5" Midnight Snow Double Ring w/ Red Pistil and Silver Tail
1	ea	5" Butterfly w/ Silver Tail
1	ea	5" Sunflower: Yellow Cascade Ring w/ Purple Pistil
1	ea	5" Purple to Silver Twirl w/ Whistle Tail
***** MID SHOW VOLLEY SELECTIONS		
1	Set of	4" (5) Gold Crackling Palm w/Tail
1	Set of	4" (5) Orange Glitter Tail w/ White Strobe Pistil / Turquoise Peony
1	Set of	4" (5) Blue w/Purple & Green Sun & Palm Core w/Tail
1	Set of	5" over 5" (3) Red Strobe Brocade / Purple to Blue Popping Flower
1	Set of	5" over 5" (3) Lemon, Purple & White Strobe / Green Strobe Flitter & Blue
1	Multi-Shot Box	2.5" (36 Shot) Gold Rain to Crackle Peony, Cosmic Rain Peony

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WESTERN DISPLAY FIREWORKS

Proposal for:

City of Ilwaco
PO Box 548
Ilwaco, WA 98624

Date of Event	7/3/2015	Show #	15-4983
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Ordered	U/M	Description
1	Multi-Shot Box	2.5" (25 Shot) Long Golden Tail & Golden Rain Bombard (Long Duration)
1	Multi-Shot Box	2.5" (36 Shot) Variegated Colors to Crackling / Disco Strobe / Titanium Salute
1	Multi-Shot Box	2.5" (30 Shot) Fanned Silver Cascade Stars; Red, Green, Blue & Yellow Crossette Mines & Bombards
1	Multi-Shot Box	3" (24 Shot) Fanned Red Shiny / Purple Magic Peony / Green Strobe Willow w/Tourbillion Tail
1	Multi-Shot Box	3" (24 Shot) Fanned Pixie Dust Willow Bombard; Red, Green, Blue & Yellow Crossette Mines & Bombards
1	Multi-Shot Box	3" (25 Shot) Assorted Shells w/ Tail
1	Multi-Shot Box	3" (25 Shot) Fanned Sky Crossing: Golden Rain, Green Star, Red Star, Silver Cascade, Crackling Star Crossette Mines
1	Multi-Shot Box	3" (25 Shot) Fanned Assorted Bowtie Assorted Colors of Red, Green, Purple, Yellow, Blue Ring + Gold Wave Bowties w/ Twice Crackling Rain
***** GRAND FINALE - STAGE 1		
1	Multi-Shot Box	2.5" (30 Shot) Fanned Red & Blue Magic Peony / Silver Palm Tree w/Tail
1	Multi-Shot Box	3" (25 Shot) Red Tip w/Silver Strobe Willow / Blue & Glitter Silver / Silver Coconut w/Red & Blue Tip w/Silver Tails
***** GRAND FINALE - STAGE 2		
1	Multi-Shot Box	3" (24 Shot) Fanned Red Shiny Peony / Blue Shiny Peony / Titanium Salute
2	Multi-Shot Box	2.5" (36 Shot) Red Magic Peony / Blue Crackling Flower / Titanium Salute w/ Tails
***** GRAND FINALE - STAGE 3		
3	Set of	3" (10) Titanium Salutes w/Glitter Tail
2	Set of	4" (5) Red & Blue & White Strobe Trail / Artillery Titanium w/Silver Tail
1	Set of	5" (3) Blue to Silver Diamond w/Red Strobe Pistil w/Silver Tail
***** MISCELLANEOUS SUPPLIES		

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WESTERN DISPLAY FIREWORKS

Proposal for:

City of Ilwaco
PO Box 548
Ilwaco, WA 98624

Date of Event	7/3/2015	Show #	15-4983
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Ordered	U/M	Description
8	ea	20 Minute Fusee w/ Handle
30	ea	Match Fuse for Packing - By the Foot
8	ea	Earplugs
8	ea	Safety Glasses
2	ea	Foil - Small
2	ea	1" x 60yd Masking Tape - Roll
2	ea	Rubber Bands (Bag of 350)

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Subtotal	\$13,914.66
Sales Tax (7.8%)	\$1,085.34
TOTAL	\$15,000.00



Fireworks Display Proposal Summary

City of Ilwaco

Independence Day at the Port

July 3, 2015

Your display proposal includes the following services to be provided by Western Display Fireworks, Ltd:

- Provide display liability insurance with sponsors and property owners listed as additional insured
 - \$5,000,000 (per occurrence) general liability
- Prepare the Washington State Public Fireworks Display permit application to be approved by the local fire authority
- Prepare and submit the United States Coast Guard Application for Marine Event Permit
- Provide transportation by a properly licensed vehicle and a CDL hazmat driver for all equipment and pyrotechnics to and from the display site
- Provide \$5,000,000 commercial auto insurance to cover transportation
- Supply all necessary labor to conduct the display including a state certified pyrotechnician, assistant and crew covered under worker's compensation insurance
- Supply all pyrotechnics as listed on the attached detailed proposal
 - Complimentary product has been included in your display for the Ilwaco Merchants Association signing of our multi-year agreement. These items include (6) spectacular 2.5" and 3" multi-shot boxes.
- Provide necessary supplies, mortars and firing equipment required to pre-load and fire the display



DISPLAY AGREEMENT AND PURCHASE ORDER

THIS AGREEMENT ("Agreement") is entered into on this 24th day of March, 2015 by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of Ilwaco, whose address is PO Box 548, Ilwaco, WA 98624 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 3, 2015, Over Baker Bay - Columbia River, Outer Harbor Way SE, Ilwaco, WA 98264, as detailed in Proposal #15-4983, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of FIFTEEN THOUSAND DOLLARS AND NO/100(\$15,000.00) is to be paid as follows: 25% of the total price, \$3,750.00 is due by MAY 1, 2015; the remaining balance of the price, \$11,250.00, is due in full on or before July 14, 2015. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
 - a. To supply all shells and other pyrotechnics listed on the Proposal;
 - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
 - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance
 - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed.
 - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
 - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement.
 - b. Sponsor to dig trench for the display.
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.
6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all

claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise from the performance of the fireworks to the extent that such are occasioned by an act or omission of Western, its agents and employees. Sponsor agrees to indemnify, defend, and hold harmless Western, its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.

7. Compliance with Laws.

- a. **Sponsor Responsibilities:** In accordance with NFPA 1123 Outdoor Display of Fireworks 2010 Edition (National Fire Protection Association) 4-1.1.1, Sponsor has consulted with the Authority Having Jurisdiction to determine the level of fire protection required to provide adequate fire protection for the Display and Western agrees that such consultation was accomplished and the level of fire protection is adequate for the size of show this Agreement outlines. It is further agreed that in accordance with NFPA 1123 4-1.2, Sponsor shall provide an adequate number of monitors whose sole duty shall be the enforcement of crowd control located around the Display area during the Display and until the discharge site has been inspected by Western's pyrotechnic operator after the Display.
- b. **Western's Responsibilities:** Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.

- 8. Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement but prior to departure from Western's facility, Sponsor agrees to pay 25% of the total price (\$3,750.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor after departure from Western's facility, Sponsor agrees to pay 50% of the total price (\$7,500.00). If the Display is cancelled by the Sponsor after the physical show setup is complete, Sponsor agrees to pay 100% of the total price (\$15,000.00). If the Sponsor elects to reschedule the Display for an alternate mutually agreeable date, Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permit and other additional costs associated with this change.

- 9. Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Limitation on Damages.** In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.
13. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.
14. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.
15. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
16. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Oregon applicable to contracts.

17. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
18. **Survival.** The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.
19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

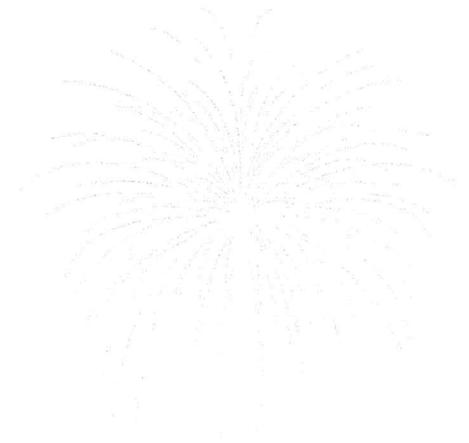
The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before April 1, 2015.

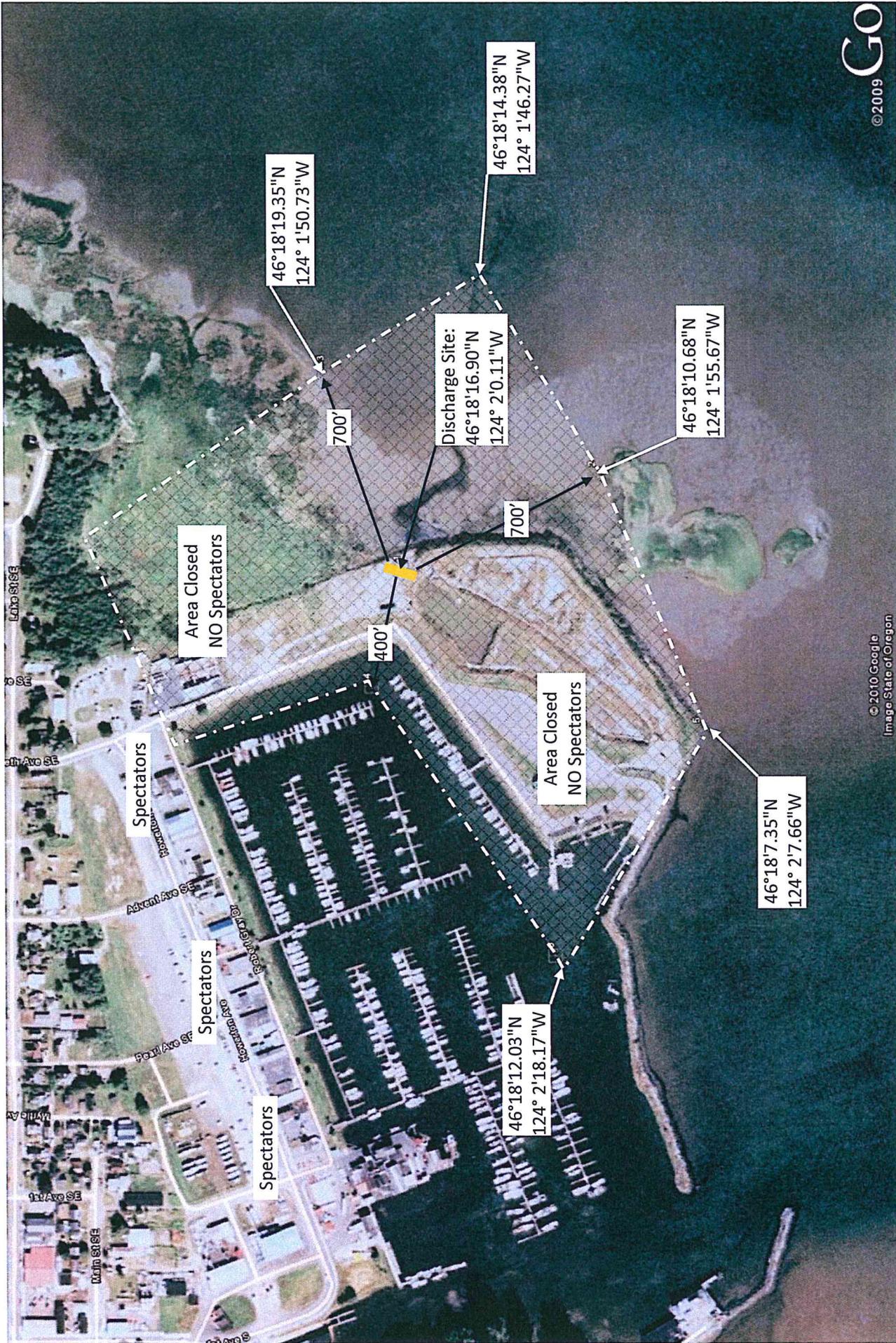
Sponsor

Western Display Fireworks, Ltd.

By: _____
 Its: _____
 Date: _____

By: Robert L. Gobet
 Its: President
 Date: _____





Ilwaco Washington
 Discharge Site: 20' x 100'
 Mortars angled over water

Rev. 2/2010

**CITY OF ILWACO
RESOLUTION NO. 2015-XX**

**A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON
AUTHORIZING THE SELECTION OF A SALES REPRESENTATIVE FOR THE
UPGRADE PACKAGE OF EXISTING AQUIONICS UV SYSTEMS BASED ON
SPECIAL REQUIREMENT AND FACILITIES AND MARKET CONDITIONS, AND
WAIVING COMPETITIVE BIDDING REQUIREMENTS**

WHEREAS, the City Council finds that upgrading two InLine 1250 units at the City of Ilwaco wastewater plant, requires special provider licencing, abilities, equipment and supplies; and,

WHEREAS, RCW 39.04.280 provides that a local agency, by Resolution may waive the competitive bidding requirements when the purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions; and,

WHEREAS, the provider must also have a familiarity with the parts and services required to rebuild the existing UV system; and

WHEREAS, the City Council finds that replacing the Control/Power Panels and refurbishing the UV chambers will assure continued operation at peak efficiency,

WHEREAS, the City Council finds that Aquionics, Inc. is the only entity that can provide this service because they are the only company that provides the replacement parts needed to refurbish the current system; and

WHEREAS, the City Council finds that it is appropriate to waive the competitive bidding requirements for the above reasons; and,

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. The upgrade of two InLine 1250 units (Serial 3129 & 3130) with new Control/Power Panels and rebuilt existing UV Chambers from Aquionics, Inc. is authorized, and competitive bidding requirements are hereby waived for the purchase due to special facilities and market conditions.

Section 2. Severability. If any section, sentence, clause or phrase of this resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 3. This resolution, being an exercise of power specifically delegated to the city legislative body, is not subject to referendum and shall take effect five (5) days after passage by the City Council.

Mike Cassinelli, Mayor

ATTEST:

Holly Beller, Deputy City Clerk

VOTE	Jensen	Karnofski	Marshall	Chambreau	Fornier	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

EFFECTIVE:

REQUEST FOR SOLE SOURCE

From: Warren Hazen /Waste Water
Name of Department Head Dept./Division

Subject: Sole Source Request for the Upgrade Of: **Two InLine 1250 units (Serial 3129 & 3130) with new Control/Power Panels and complete rebuild of the existing UV Chambers.**

REQUESTED SUPPLIER: **Aquionics, Inc.**

REQUISITION NUMBER: **15-02-GB04** COST ESTIMATE: **\$112,000.00**

Sole source purchases are defined as clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and cost effective feature requirement. The use of sole source purchases shall be limited only to those specific instances which are totally justified to satisfy compatibility or technical performance needs.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Refer to the attached sole source justification as prepared by our department, to the attached review of available products/services and to my completed Purchase Requisition.

Requestor	Mayor
<hr style="width: 80%; margin: 0 auto;"/> Signature of Requestor / Date	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected <hr style="width: 80%; margin: 0 auto;"/> Signature of Mayor / Date

SOLE SOURCE JUSTIFICATION

Requisition Item: Two InLine 1250 units (Serial 3129 & 3130) with new Control/Power Panels and complete rebuild of the existing UV Chambers.

Prior Purchase Order Number (if item had been approved previously): _____

1. Please describe the item and its function:

New PLC/Power Cabinets w/Electronic Ballasts, and UVTronic PLC. The existing PLC of the units is no longer available and is obsolete. The existing UV disinfection chambers will be rebuilt with new Wiper Yokes, Wipers, Wiper Drive Motors, Quartz Sleeves, UV Lamps, Absolute UV sensors, and Wiper Drive Components. The existing UltraWipe capability will be preserved. See attached proposal.

2. This is a sole source* because:

- sole provide of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard**
- sole provider of factory-authorized warranty service
- sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (please attach information on market price survey, availability, etc.)

3. What necessary features does this vendor provide which are not available from other vendors? Please be specific.

The current UV units were manufactured in 1997; they are at the end of their expected service life. Replacement parts for the electric control/power panels are either very expensive or not available, which requires costly re-engineering to keep the units functioning.

4. What steps were taken to verify that these features are not available elsewhere?

- Other brands/manufacturers were examined (please list phone numbers and names, and explain why these were not suitable) Aquionics is the only company that provides the parts and services to rebuild the existing UV disinfection system.
- Other vendors were contacted (please list phone numbers and names, and explain why these were not suitable).

*Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

**Procurements of items for which the City has established a standard by designating a brand or manufacturer or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.



1455 Jamike Avenue, Suite 100
Erlanger, KY 41018 USA
T: 859.341.0710
F: 859.341.0350
www.aquionics.com

Date: March 23, 2015
To: City of Ilwaco, WA
Attn: Warren Hazen
Project: City of Ilwaco, WA Ultraviolet Disinfection Upgrades

Dear Mr. Hazen,

Aquionics is the only company that provides the parts and services to rebuild your existing UV disinfection system.

Goble Sampson Associates is the one and only authorized sales representative for Aquionics in the municipal water and wastewater market in the Pacific Northwest, including the state of Washington.

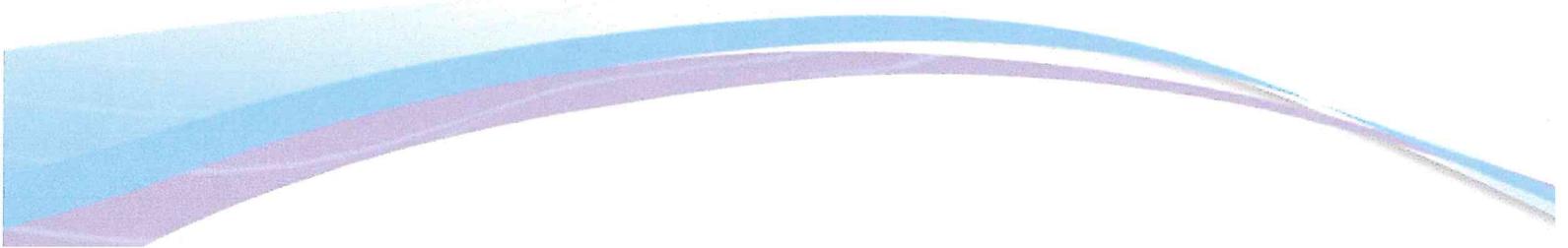
The proposed upgrade order is to be placed with Aquionics, Inc. as the named seller through Goble Samson Associates.

We thank you for putting your trust in Aquionics to continuing providing the parts, service, and support for your disinfection needs.

Regards,

Greg Brunette
West Region Municipal Sales Manager
Aquionics, Inc.

cc: Doug Allie, Goble Sampson Associates
Paul Ropic, Aquionics, Inc.
Bree Trembly, Aquionics, Inc.
Jackie Lakes, Aquionics, Inc.





Date: March 17, 2015

To: City of Ilwaco, WA

Attn: Warren Hazen

Project: City of Ilwaco, WA Ultraviolet Disinfection Upgrades

Aquionics Inc. recommends upgrading of the two InLine 1250 units (Serial 3129 & 3130) at the city of Ilwaco, WA with new Control/Power Panels and completely rebuilding the existing UV chambers.

The current UV units were manufactured in 1997; they are at the end of their expected service life. Replacement parts for the electric control/power panels are either very expensive or not available, which requires costly re-engineering to keep the units functioning.

In addition to bringing these units up to current equipment levels, the new control/power panels provide opportunities for energy savings by allowing more efficient control.

- Improvements to UVTronic controller by providing a more user friendly HMI and allows use of the flow meter signal to adjust the power to the UV lamps.
- An Electronic Lamp Driver (ELD) option to traditional transformers to provide a greater lamp output turndown and greater energy savings for plants with variable flow rates(see detail below).
- The refurbishment of the UV Chambers is only available from Aquionics, Inc. which provides factory parts and a full warranty.
- By refurbishing the existing UV Chambers in place, there is no need for any changes to the piping thus providing an additional savings.
- All service work to rebuild the chambers and assure the new Control/Power Panels are installed and operating will be done by an Aquionics Factory Service Technician.
- Aquionics has provided service, operational support, and factory-authorized spare parts/maintenance for nine years and is uniquely qualified to continue this level of support on these replacement units.



The Electronic Lamp Driver (ELD) option is included in the quoted system. By upgrading the InLine 1250 units to an Electronic Lamp Driver (ELD) power option, the lamp output can be varied from 100 to 35% in 1% increments (15 kW to 5.3 kW) compared to the standard transformers which operate from 100 to 60% at three discrete power settings.

For the City of Ilwaco which has flow from 0.21 MGD to 1.2 MGD the Electronic Lamp Driver (ELD) option will provide some energy saving options by allowing the units to operate at a lower setting during the low flow periods.

Currently if the InLine 1250 units are operating at PL1 for the flow rate of 0.21 MGD the unit uses 9 kW of power. If the units were equipped with the Electronic Lamp Driver (ELD) the power could be reduced to potentially 5.3 kW of power. Assuming an electricity cost of \$0.10 per kWhr there could be a **savings of \$3,200 per year.**

Replacing the Control/Power Panels and refurbishing the UV chambers, which are approaching the end of their expected service life, will assure continued operation at peak efficiency, thereby helping to avoid operation outside of the plant's permit. Not only are the new units more efficient (see paragraph above about energy savings with the Electronic Lamp Drivers), but the maintenance cost and availability will be improved since the existing units use obsolete parts which are more costly and difficult to attain.

Please feel free to contact our Sales Representative, Doug Allie with Goble Sampson Associates, 206-392-0491 dallie@goblesampson.com or you can contact me at 503-320-8770 greg.brunette@aquionics.com if you should have any questions or require additional information.

Sincerely,

Greg Brunette
Aquionics Inc.
Municipal Regional Manager



Project Name:	Ilwaco, WA - Upgrade Package for existing Aquionics UV systems	
Contact Info:	Bree Trembly Greg Brunette Aquionics Inc. P: 859-341-0710 E: bree.trembly@aquionics.com greg.brunette@aquionics.com	Doug Allie Goble Sampson Associates P: 425-392-0491 E: dallie@goblesampson.com
Quote:	15-02-GB04	
Date:	February 16, 2015 revised March 17, 2015	

Project Scope of Supply:

The scope of work is intended to upgrade the existing Aquionics InLine 1250 UV systems (Serial numbers 3129 and 3130) in order to enhance the functionality of the existing systems while addressing reliability and obsolescence issues with instrumentation and controls.

Included in the scope of supply are new PLC/power cabinets with Electronic Ballasts, and UVTronic PLC. The existing PLC of the units is no longer available and is obsolete.

The existing UV disinfection chambers will be rebuilt with new Wiper Yokes, Wipers, Wiper Drive Motors, Quartz Sleeves, UV Lamps, Absolute UV sensors. **In addition, the existing UV disinfection chambers rebuild will include all new Wiper Drive Components including bearings, drive screw, seals; and all other parts other than the main chamber structure.**

The existing UltraWipe (Chemical Assisted Cleaning) capability will be preserved. If this function is needed in the future, chemical tanks and pumps will be required.

An Aquionics Service Technician will be **on-site for ~~three~~ four days** on two separate visits to allow one UV unit to be serviced while the other unit provides disinfection. The technician will provide direction and technical support for the electrical and mechanical contractors performing the equipment removal and replacement.



The technician will do the servicing/rebuilding of the UV disinfection chambers. They will also provide system start-up/commissioning and training.

1. Electrical / Control Enclosures

Each disinfection system is supplied with a combined power/control enclosure in an epoxy coated wall mounted steel cabinet. The cabinet has a mechanical locking mechanism that secures the entire length of the door. In addition to the mechanical lock, an electrical isolation switch that prevents opening the front door when the unit is turned on.

The power/control enclosure will contain an OIT mounted at eye level on the front panel. All information on system status including warnings and alarms will be presented on the operator interface. The power/control enclosure will have the ability to operate the automatic cleaning mechanism.

2. Other Equipment

Temperature Sensor: A temperature sensor is supplied with each UV chamber for protection against heat buildup under no or low flow conditions. The UV system will shut down and alarm in the event of a heat buildup in the chamber.

Spare Parts: The recommended parts and special tools are listed in pricing section. Spare parts are shipped from our headquarters located in Erlanger, KY.

3. SCOPE OF SUPPLY – Provided by Aquionics

Item Number	Description	Quantity
1	Control/Power Cabinet <ul style="list-style-type: none">• NEMA 4X Stainless steel• UVtronic+ PLC• Display/HMI menu• Includes: manual wipe button, alarms, warnings• Forced Air Ventilation• 480, 60 Hz, 3-ph	2
2	Intensity Sensor: <ul style="list-style-type: none">• USEPA Calibrated and certified dry sensor	2

	<ul style="list-style-type: none"> Automatic Sensor Cleaning 	
3	Renew the existing UV Disinfection Chambers <ul style="list-style-type: none"> Install new Wiper Yoke Assembly with new Wipers Install new Wiper Drive Motor Install new Quartz Sleeves Install new UV Intensity Sensor Check that all mechanical and electrical components are in good serviceable condition that will be warranted for one year 	2
4	Cabling & Wiring <ul style="list-style-type: none"> 30 ft. (10 m) 	Included
5	One Year Warranty(see attached)	Included
6	Recommended Spare Parts: <ul style="list-style-type: none"> 6 UV Lamps 6 Quartz Sleeves 12 O-rings 6 Wiper Rings 	Separate Line Item
7	On-site Service - 2 Trips of 3 4 days each includes (six eight days on-site total): <ul style="list-style-type: none"> System Commissioning Functional Testing Training 	Included
8	Freight to jobsite incl. packaging of all the components supplied by Aquionics	Included

4. SCOPE OF SUPPLY – Provided by Contractor

Item Number	Description
1	<ul style="list-style-type: none"> Modification and preparation of civil structures
2	<ul style="list-style-type: none"> Concrete work including foundations, bases, below slab piping, floor openings, sumps, basins, grout, trenches and concrete embedment

3	<ul style="list-style-type: none"> Labor for installing the equipment and instrumentation provided
4	<ul style="list-style-type: none"> Electrical supply of serviceable quality to the UV system to include conduits and/or cable trays if required.
5	<ul style="list-style-type: none"> Unloading of all the components supplied by Aquionics.
6	<ul style="list-style-type: none"> Commissioning lab fees or other start-up performance costs
7	<ul style="list-style-type: none"> Placement in storage of all the components supplied by Aquionics if required; storage to be dry & clean

5. Price Summary

ITEM NO.	QTY	DESCRIPTION	PRICE
1,2,3,4,5,7,8	2	Upgrade UV System Model IL W 1250 as defined in scope of supply	\$106,000
6	1	Recommended Spare Parts as defined in Scope of Supply	\$6,000

6. Commercial Terms:

- Freight (CPT – Carriage paid to) to jobsite is included in amount. Offloading and arrangement of the equipment is not included.
- Price quoted is firm and valid until for 60 days
- Price is based upon the following payment terms (net 30 days):
 - 90% - upon shipment of equipment to jobsite
 - 10% - commissioning and final system acceptance
- Submittals are available within 1-3 weeks after acceptance of purchase order.
- Equipment delivery is within 14 weeks after approved submittals.
- Delivery times are based upon an approval period of four (4) weeks, which approval shall not be unreasonably withheld.
- Aquionics does not provide for any process utility requirements including electrical power.
- This pricing and scope is based upon Aquionics General Terms of Business.
- No taxes, of any kind have been included in this firm proposal.



Lamp Warranty

Excluding Surface Disinfection Applications

We manufacture the most advanced and reliable medium pressure UV lamps currently available for commercial use. They are developed from unique research programs, using the finest materials available. Occasionally a small number of these lamps can fail prematurely. We operate a fully traceable manufacturing process, and so it is important that we are informed of lamp failures. You will be asked a number of questions to help us determine why the lamp failed. Your statutory rights are not affected by this document. The warranty we offer is as follows:

Continuous Operation (24 hours per day)

Lamps installed in the system are guaranteed to operate for a minimum of 3,000 hours. Should a lamp(s) not meet the guarantee, it shall be replaced free of charge. Any claim on this warranty will require the return of the lamp to Aquionics for inspection and approval, according to the general conditions listed below. You must include the lamp installation date, failure date, hours of operation from the system's hour counter, lamp runtime hours and number of lamp starts. Replacements will be prorated up to 8,000 hours of operation on the following basis:

0-3000 hours no charge
3001-5000 hours 25% cost of replacement
5001-7000 hours 50% cost of replacement
7001-8000 hours 75% cost of replacement

Intermittent Operation (1-6 lamp starts per 24 hours of operation)

Lamps installed in the system are guaranteed to operate for a minimum of 1,000 hours. Should a lamp(s) not meet the guarantee, it shall be replaced free of charge. Any claim on this warranty will require the return of the lamp(s) to Aquionics for inspection and approval, according to the general conditions listed below. You must include the lamp installation date, failure date, hours of operation from the system's hour counter, lamp runtime hours and number of lamp starts. Lamp operations will be guaranteed against failure under the following conditions:

1-6 lamp starts per 24 hours of operation will be prorated on the following basis:
0-1000 hours no charge
1001-2000 25% cost of replacement
2001-3000 50% cost of replacement
3001-4000 75% cost of replacement

More than 6 lamp starts per 24 hours of operation, no warranty is offered

General Warranty

We warrant all equipment to be free from defect for a period of 18 months from the date of shipment or 12 months from the start-up date of service (commission date), whichever is sooner. Any defective component/part will be replaced at no cost subject to the limitations elsewhere in this document. The total liability of Aquionics Inc. is limited to the cost of materials supplied. The provision of labor is not warranted.

Warranty Exemptions

Exemptions from the warranty are breakage in transit, physical damage, connection breakage, connection to an incorrect power supply, or the use within the system of any non-OEM parts. Additional exemptions are lamp failure due to overheating caused by, lack of water, or minimal flow rates while system is operating. System must be operating according to Aquionics' Installation and Operating Instructions. Installation of the lamp to commence within 2 years of manufacturing as indicated by the lamp serial number.



1715 Exchange* PO Box 746 Street Astoria Oregon 97103
Telephone (503) 325-5501 Fax (503) 325-2321 • OR CCB # 2404 W A LIC# WADSWE*916L9
www.wadsworthelectric.com

City of Ilwaco
Water Treatment Plant
Warren Hazen, Manager
Ilwaco, WA

RE: UV Disinfection Unit

To City of Ilwaco Management Team:

It has come to our attention during the course of the past year that the UV Disinfection Unit for the waste water treatment plant is reaching the point in which catastrophic failure may occur and cause the cessation of the treatment process for a length of time that would be seriously disruptive to the homes and businesses in Ilwaco that depend on the plant to process their waste in an efficient, safe and sanitary way.

It is the only disinfection available at the site and is a critical piece of the process. The unit is old enough that it has become obsolete. The replacement parts are no longer available and the UL listing and safety of the unit is being compromised by the necessity of non OEM parts being used to "bandage" the unit when it fails. It is at the end of its usable life and with no parts available to do routine maintenance and repairs, there is a risk of imminent failure of the unit. The labor cost of modifying parts to fit a unit that they were not made for is substantially higher than installing OEM parts.

It is my opinion that planning for the replacement of the unit in the near future will be a more proactive, cost effective, efficient way to proceed. Not only would it prevent a disruption in services, would prevent a costly emergency replacement and cost overruns in the maintenance budget. Replacement would enable management to more accurately predict the maintenance budget at the plant.

Thank you for your time, your patronage and for your hard work. We really appreciate your business and will do our best to help your processing plants be as safe and efficient as possible.

Sincerely,
Cass Liljenwall, Manager Wadsworth Electric

Warren

From: Nancy Lockett [nlockett@g-o.com]
Sent: Tuesday, October 28, 2014 9:34 AM
To: Warren Hazen
Subject: UV System Replacement

Warren,

You asked for information regarding why the UV should be replaced in the near future.

The existing UV system was installed in 1997 and is nearing the end of its useful life. Components in the existing control system and electrical panel, such as the transformer, have failed due to the age of the equipment and since the manufacturer has discontinued this particular control system and electrical panel service and parts are generally unavailable. The City does not have a back-up disinfection system in the event of system failure and/or inability to obtain replacement parts for the existing system.

We recommend continuing the use of a medium pressure in-vessel UV system since it is the only system that will fit in the existing space and piping configuration. A new Aquionics UV system includes new generation electronic ballasts that allow turn down of power to 35% output for electrical savings. Parts and technical service would be available from the manufacturer.

Please let me know if I can provide additional information,
Nancy

*Nancy Lockett, P.E. | Project Manager | 206.284.0860 p | 206.283.3206 f
Gray & Osborne, Inc. | 701 Dexter Ave. N., Suite 200, Seattle, WA, 98109*



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Electronic File Transfer-

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WasteWater Overview

The use of Ultraviolet as an alternative to chemicals for wastewater disinfection has been widely accepted for 25 years. Today, over twenty percent of the wastewater treatment plants in North America have chosen UV disinfection over traditional chemicals due to safety concerns, cost benefits and ease of use. UV is a proven environmentally friendly and trusted technology that can offer chemical free disinfection with no byproducts. Through the use of UV, effluent discharges will not need to be “de-chlorinated” with no impact on the dissolved oxygen content of the receiving body of water.

As wastewater discharged upstream can likely become a city’s water supply collected downstream. Therefore it is critical to remove all pathogens and by products that may be missed by chemicals through the use of a reliable disinfectant such as UV.

Aquionics has over 300 municipal wastewater installations in North America treating a wide variety of applications such as: lagoons, oxidation ditches, trickling filters, SBRs, disk filters, and MBRs. With such a wide range of experience and an experienced sales staff, Aquionics can present the right equipment over a wide range of flows and water quality parameters.

Being the leader in closed vessel medium pressure technologies for wastewater applications for the last 15 years with the [InLine+W™](#) ultraviolet product, Aquionics can offer their customers confidence and reassurance. Along with our closed vessel medium pressure technology, Aquionics can offer a complete product range including an open channel [OpenLine™](#), and closed vessel low pressure unit for wastewater applications.

Aquifer Storage and Recovery (ASR) Application

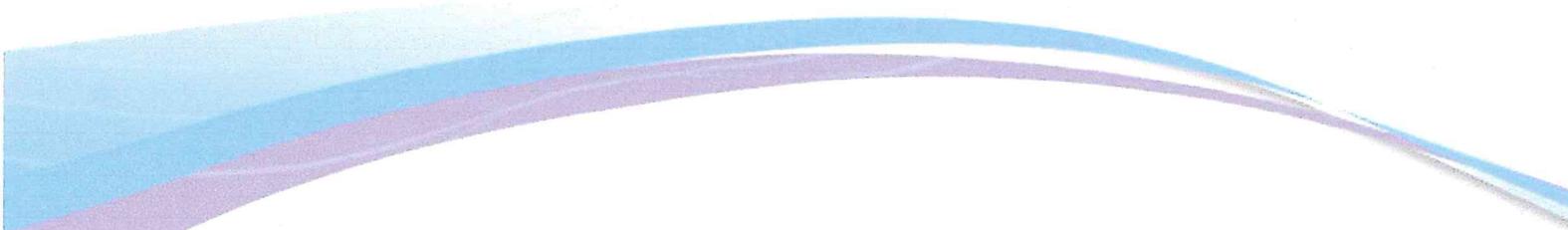
Type: **InLine 1250**

Number of units: **2 – 8” flanges**

Flow: **1.0 MGD**

Disinfection: **<2.2 cfu/100 ml**

T10: **60%**



Reference List

Aquionics has been successfully selling and servicing ultraviolet disinfection equipment within North America in both the municipal and industrial water markets for over 30 years. We have hundreds of municipal installations within North America including some that are still operating after three decades of service.

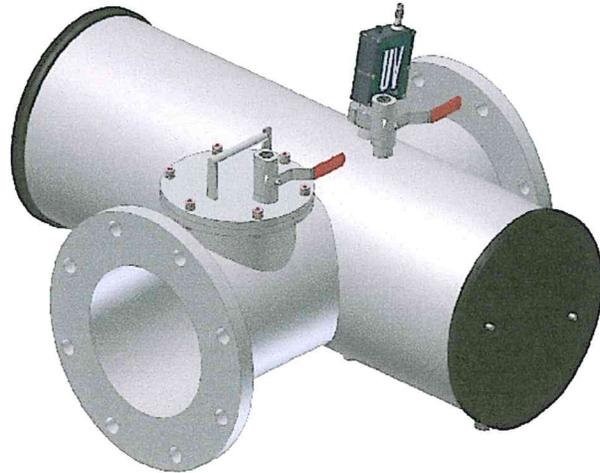
Below are five installations sites for the InLine+ W Series units including design and contact information.

	Customer Name	Unit Description	Design Criteria	Installation Date	Contact Information
1	Abingdon, VA (Wolf Creek WRF)	3 x InLine W 7500+ <ul style="list-style-type: none"> • 14" ANSI • 12 x MP Lamps • Electromagnetic Ballasts • Online Mechanical Cleaning 	Disc Filter Effluent 10 MGD UVT = 65% Effluent <100 fc/100ml	2006	Kris Lett 21436 Vances Mill Rd Abingdon, VA 276-628-4321
2	Emporia, VA	2 x InLine W 3000 <ul style="list-style-type: none"> • 14" ANSI • 8 x MP Lamps • Electromagnetic Ballasts • Online Mechanical Cleaning 	Activated Sludge Effluent 3 MGD UVT = 50% Effluent <100 fc/100ml	2000	Melvin Prince Superintendent 100 Briggs St Emporia, VA 434-634-5682
3	Broadway Regional, VA	2 x InLine W 5000+ <ul style="list-style-type: none"> • 14" ANSI • 8 x MP Lamps • Electromagnetic Ballasts • Online Mechanical Cleaning 	Activated Sludge Effluent 3 MGD UVT = 65% Effluent <83 fc/100ml)	2010	John Coffman 11524 New Market Rd Timberville, VA 540-476-2739
4	Arlington, WA	3 x InLine W 16000+ <ul style="list-style-type: none"> • 20" ANSI • 12 x MP lamps • Online Mechanical Cleaning 	MBR Effluent 11.2 MGD UVT = 65% Effluent <200/ fc/100ml) & 80 mJ/cm ² – Reclaimed Water	2010	Fred Rapelyea 154 West Cox Ave Arlington, WA 360-403-3540
5	Carnation, WA	4 x InLine W 7500+ <ul style="list-style-type: none"> • 14" ANSI • 12 x MP lamps • Online Chemical/Mechanical Cleaning 	MBR Effluent 1.3 MGD UVT = 65% Dose = 80 mJ/cm ² – Reclaimed Water	2008	Dan Zimmer 31500 West Entwistle Carnation, WA 98014 425-333-6952

Specifications UV unit

• Material	Stainless Steel, 316L
• Internal finish	Ra _{max} 0.8 µm
• Degree of protection	NEMA 12 (IP54)
• Flange connections	8" ANSI 150 lbs
• Dimensions	See drawing next page
• Weight dry	115 lbs (52 kg)
• Weight wet	187 lbs (85 kg)
• Lamp type	B2020H
• Number of lamps	6
• Temperature sensor	PT 100
• UV sensor	Dry UV-sensor
• Nominal pressure	145 psi (10 bar)*
• Test pressure	220 psi (15 bar)
• Maximum hydraulic flow	2.1 MGD (330 m ³ /h)

* Higher pressures on request



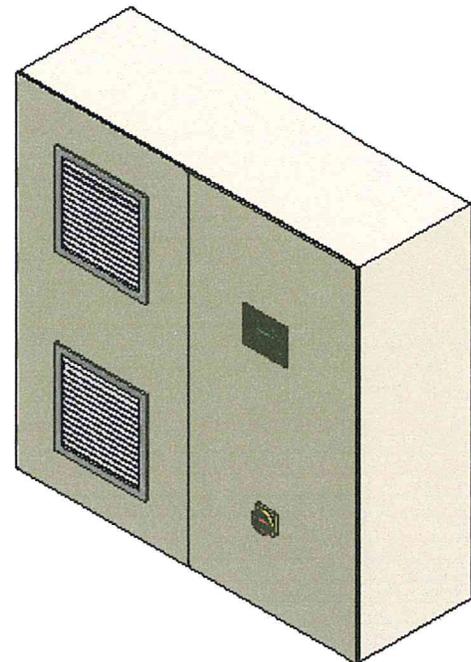
Specifications

• Cabinet type / QTY	Wall mounted / 1
• Dimensions	47.25x47.25x15.75 inch 1200x1200x400 mm
• Weight	440 lbs (200 kg)
• Material	Painted steel
• Color	RAL 7035
• Degree of protection	NEMA 12 (IP54)
• Ambient temperature	40-95 F (5-35 °C)
• Ambient humidity	15-90 % rel.

Control Cabinet

Power Cabinet

Combined



Electrical Specifications (Build according IEC 60204-1)

• Input Voltage	480V, 60 Hz, 3L 480/277 V, 60 Hz, 3L+N – Electronic Ballast Option
• Average power consumption	9.0 kW (±5%)
• Total power connected	15.0 kW (±5%)
• Size of customers breaker (D type tripping characteristic)	>40A (480V)
• Wiring included	30 ft (10 m) (Lamp**, temp. sensor, UV-sensor, limit switches)

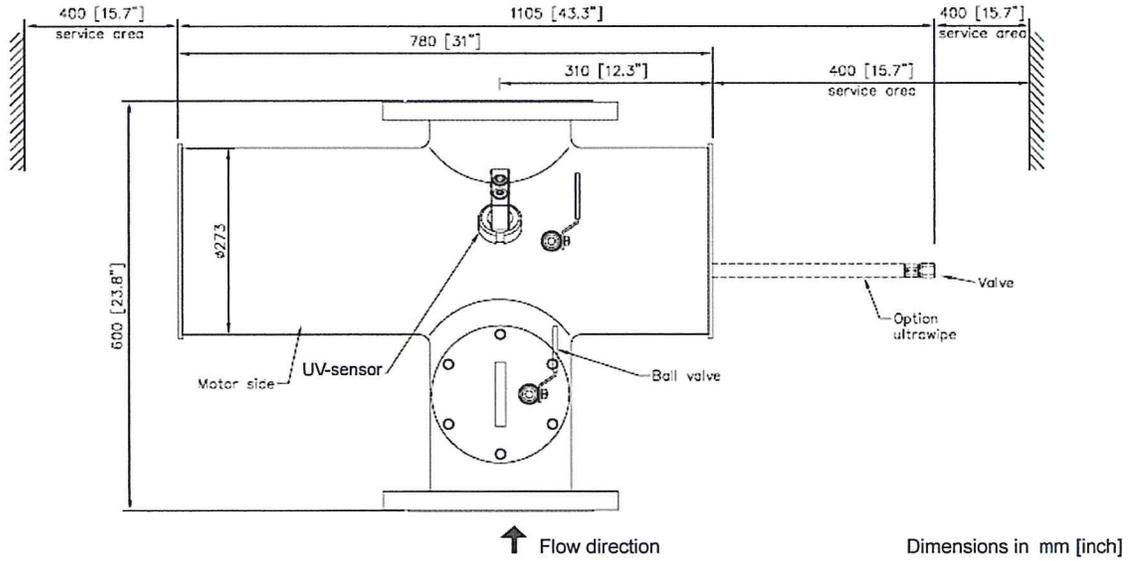
** TBD prior to installation. Please contact AQX

Standard features

Ectronic Omega
Automatic cleaning system
Energy control, 3 power levels
Drain tap (BSP or NPT)
Air release valve
Access hatch
Door safety switch
Dose output signal (4-20mA)

Optional features

Allen Bradley Compact Logix PLC / HMI
Ultrawipe™ (chemical assisted) cleaning system
NEMA 4x cabinet with cooler
Stainless Steel AISI 304 cabinet
Bleed valve control
Electronic Ballasts (35%-100% output)



Aquionics InLine+ W series

- InLine W 36000+
- InLine W 33000+
- InLine W 30000+
- InLine W 18000+
- InLine W 17000+
- InLine W 16000+
- InLine W 15000+
- InLine W 7500+
- InLine W 5000+
- InLine W 4750+
- InLine W 4500+
- InLine W 4250+
- InLine W 1250+**
- InLine W 1000+
- InLine W 400+
- InLine W 250+
- InLine W 100+
- InLine W 40+

Notes

Aquionics Inc.
 1455 Jamike Ave, Suite 100
 Erlanger, KY 41018
 USA

Fax (859) 341-0350
 Phone (859) 341-0710
 E-mail sales@aquionics.com
 www.aquionics.com

Aquiomics has been successfully selling and servicing ultraviolet disinfection equipment within North America in both the municipal and industrial water and wastewater markets for 30 years. Aquiomics boasts over 60 years of combined UV experience in their sales department and has hundreds of municipal installations within North America including several that continue to operate after two decades of service.

HALMA, the parent company of Aquiomics originated in 1894 as The Nahalma Tea Estate Company Limited. In 1984 HALMA registered as a public limited company and thus became HALMA p.l.c.

HALMA has grown to be an established FTSE 250 business and currently comprises just over 40 subsidiary companies operating worldwide. Today, HALMA technology centers on sensors, its markets are primarily the protection of human and capital assets.

Aquiomics, part of the HALMA Fluid Technology Group is a key marketing, engineering and manufacturing company providing access to the North American market. Aquiomics is part of a three company group that focuses on ultraviolet disinfection in the Halma stable-

- **Hanovia** – Europe & Asia supplier of industrial UV disinfection equipment.
- **Berson** – Europe & Asia supplier of municipal UV equipment.
- **Aquiomics** – North American supplier of municipal and industrial UV disinfection equipment.

The three organizations have over 20,000 UV installations worldwide and have been in the UV business for over eighty years making the organization one of the premier UV equipment suppliers in the world.

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Aquiomics understands that one of the most important reasons for selecting any process equipment is the level of after-sales support provided

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Aquiomics showing Performance Qualified UV Disinfection at ISPE-CaSA

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Aquionics – UV That Works!



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- [Training](#)
- [System Upgrade](#)
- [Monitor Calibration](#)
- [UV Lux Lamps and Parts](#)
- [Service Contracts](#)
- [Safety and Environmental](#)

How can we help you?

- **For Service and Support:**
- **Toll Free:** (800) 925-0440
- **email:** service@aquionics.com

Quick Question

name (required)

email (required)

request (required)

Send

Support

Aquionics understands that one of the most important reasons for selecting any process equipment is the level of after-sales support provided by the supplier. When you commit to installing equipment you need to know that your supplier is also committed to supporting the system.

With over 20,000 systems installed Worldwide, the Halma UV Group, has one of the most extensive UV solution treatment customer bases. To support these systems we maintain a comprehensive service and support operation, backed by a World-class spares & consumables supply system.

We can offer anything from a break-down call-out to full maintenance and service contract which will look after your Aquionics UV system throughout its life.

For all your service, support, or spares and consumables requirements please contact our service department.

USA Service and Support Center

Aquionics Inc
1455 Jamike Ave, Suite 100
Erlanger, KY 41018
United States of America
Telephone: +1 (859) 341 0710
Toll Free: (800) 925-0440
Email: service@aquionics.com

search:



[Why use genuine Aquionics spares?](#)

Aquionics systems use the latest electronic, photonic, and fluid dynamic technology
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Aquionics showing Performance Qualified UV Disinfection at ISPE-CaSA
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 - [InLine+R](#)
 - [InLine+W](#)
 - [OpenLine](#)
 - [UVLux Lamps](#)
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Aquionics – UV That Works!



How can we help you?

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- call: +1 (859) 341 0710
- email: sales@aquionics.com

Training Seminars

- [Aquionics UV Training Seminars...](#)

Quick Question

name (required)

email (required)

request (required)

Send

Aftermarket

Support

Aquionics understands that one of the most important reasons for selecting any process equipment is the level of after-sales support provided by the supplier. When you commit to installing equipment you need to know that your supplier is also committed to supporting the system.

With over 20,000 systems installed Worldwide, the Halma UV Group, has one of the most extensive UV solution treatment customer bases. To support these systems we maintain a comprehensive service and support operation, backed by a world-class spares & consumables supply system.

We offer anything from a break-down call-out to full maintenance and service contract which will look after your Aquionics UV system throughout its life.

USA Service and Support Center

For all your service, support, or spares and consumables requirements please contact our service department.

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1455 Jamike Avenue
Suite 100
Erlanger, KY 41018
United States of America
Telephone: +1 (859) 341 0710
Toll Free: (800) 925-0440
Email: service@aquionics.com

Training Seminars

As a value added service, Aquionics invites you to our facility for classroom and hands-on equipment training. Training seminars are focused to ensure each attendee has a deeper understanding of UV technology, equipment function and troubleshooting techniques. Training sessions are divided by aquatic, industrial and municipal equipment types with each training segment taking place on a different day during the scheduled training week.

We welcome representatives, distributors and operators to attend one or all of the training sessions offered. Attendees will receive a certificate of completion at the end of the training.

[Click here for registration information](#)

Spares

Aquionics UV systems use fully engineered designs, backed by robust third party validations and computer modeling. When it comes to spare parts or consumables, always insist on using genuine certified Aquionics parts.

The benefits of always using original manufacturer parts include:

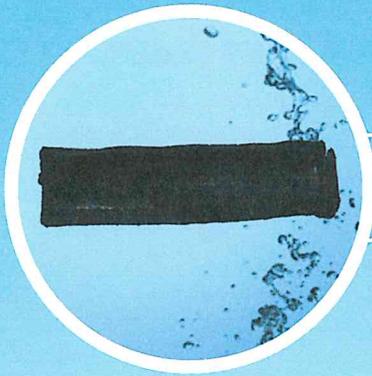
- Lifetime performance guarantee for systems operating in original design parameters
- Many of the certifications and validations carried by Aquionics UV systems (UL, NSF, NWRI, USEPA) could be invalidated by the use of non-genuine parts
- Warranty may be invalidated
- Use of non-genuine parts may compromise the safety of operators or maintenance staff

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[Aquionics UV Service and Support](#)

Aquionics understands that one of the most important reasons for selecting any process equipment is the level of after-sales support provided
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the power in UV technology



Ultraviolet technology explained...

FACT SHEET

How Does Ultraviolet Work?

Strong sunlight purifies by permanently inactivating bacteria, viruses, moulds and spores. Almost a century ago, scientists identified the part of the spectrum, which is responsible for this wellknown effect: wavelengths of 240 - 280 nm, primarily in the UV-C spectrum.

Such energy can be produced by electrical discharge devices and UV technology has been harnessed for a range of applications from disinfection to oxidising organics.

Hanovia UV systems generate the same ultraviolet germicidal rays as sunshine, but hundreds of times stronger. No bacteria, viruses, moulds or their spores can withstand this treatment.

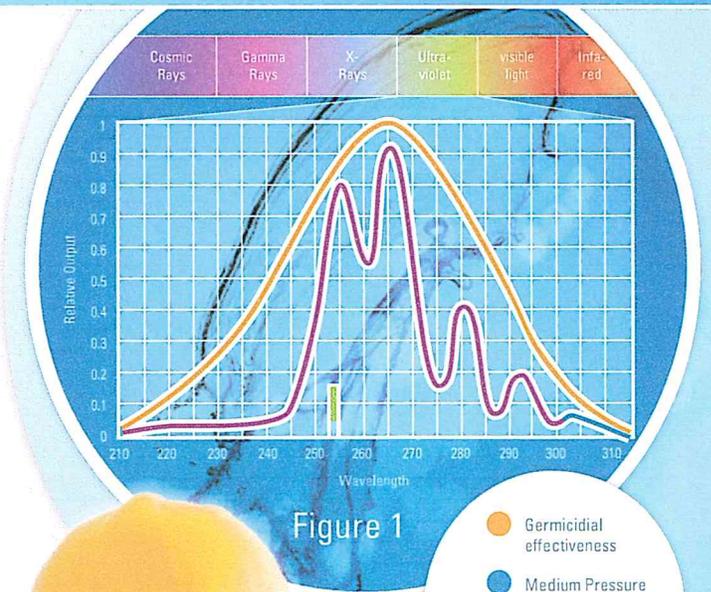
How is UV light generated?

The UV Arc Tube, a quartz tube similar to a fluorescent strip light, is filled with an inert gas, which provides the initial discharge and the means of exciting the minute amount of mercury present. A Low Pressure glow discharge produces a line spectrum at 185.0 and 253.7 nm.

As the current is increased, the Arc Tube heats up rapidly; the pressure increases and produces the typical Medium Pressure spectrum shown in fig 1. It is a complex combination of spectral lines, continuum and absorption lines. Fig 1 shows:

- the position of UV-C in the electromagnetic spectrum
- the UV absorption curve of DNA
- the outputs of Low and Medium Pressure electrical discharge lamps and arc tubes

Fig 1. also compares the spectrum from the Medium Pressure Arc Tube with the germicidal effectiveness curve, and shows that the Arc Tube produces a powerful bactericidal dose of UV across the desired waveband. Hanovia offers both Low and Medium Pressure technology and will advise which is appropriate according to the application.





WASHINGTON STATE DEPARTMENT OF
Natural Resources
PETER GOLDMARK - Commissioner of Public Lands

INTERAGENCY AGREEMENT WITH CITY OF ILWACO

Agreement No. IAA 15-245

This Agreement is between the City of Ilwaco, referred to as COI and the Washington State Department of Natural Resources, Pacific Cascade Region, referred to as DNR.

DNR falls under authority of RCW Chapter 43.30 of Washington State, Department of Natural Resources. DNR and COI enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

The purpose of this Agreement is to provide DNR with reimbursement for use of offender crews from the Naselle Youth Camp, under the supervision of DNR.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. DNR shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Attachment "A".

2.01 Period of Performance. The period of performance of this Agreement shall begin on May 1, 2015, and end on June 30, 2017, unless terminated sooner as provided herein.

3.01 Payment. Pay for the work provided is established under RCW 39.34.130. The parties estimate that the cost of accomplishing the work will not exceed ten thousand dollars \$10,00.00. Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount before beginning any work that could cause the maximum payment to be exceeded. Pay for services shall be based on the rates and terms described in Attachment "B".

4.01 Billing Procedures. DNR shall submit invoices monthly or quarterly following any month or quarter in which billable work is accomplished. Payment to DNR for approved and completed work will be made by warrant or account transfer within 30 days of receiving the invoice. When the contract expires, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

5.01 Records Maintenance. DNR shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by DNR in providing the services. These records shall be available for inspection, review, or audit by personnel of the COI, other personnel authorized by the COI, the Office of the State Auditor, and federal officials as authorized by law. DNR shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.01 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

7.01 Independent Capacity. The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.01 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.01 Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

10.01 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.01 Disputes. If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board's determination shall be final and binding on the parties. As an alternative to the dispute

board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

12.01 Governance. This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable State and federal statutes and rules;
- (2) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

13.01 Assignment. The work to be provided under this Agreement and any claim arising from this agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

14.01 Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to his agreement.

15.01 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

16.01 Insurance.

DNR and COI are part of the State of Washington and protected by the State's self-insurance liability program as provided by Chapter 4.92.130. DNR and COI have entered into an agreement to provide the services herein. This agreement will terminate on the date listed in the period of performance.

Each party to this agreement will be assigned, and assume responsibility for any damages to third parties that are attributable to the negligent acts or omissions of the individual party. The DNR and Contractor agree, to the extent permitted by law, to defend, protect, save and hold harmless the other party, its officers, agents, and employees from any and all claims, costs, damages, and expenses suffered due to each party's own actions or those of its agents or employees in the performance of this agreement.

17.01 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

18.01 Contract Management. The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

19.01 Project Coordinators.

(1) The Project Coordinator for the Agency is Dave McKee, Telephone Number (360) 642.3357 or (360) 244.0985.

(2) The Project Manager for DNR is Kali Clark. Telephone Number (360) 484.3223 x7719 or (360) 520.7354.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF ILWACO

Dated: _____, 2015

By: _____

Title: Mike Cassinelli, Mayor
Address: PO Box 548
Ilwaco, WA 98624
Phone: (360) 642.3145

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Dated: _____, 2015

By: _____

Title: Eric Wisch, Pacific Cascade Region Mgr.
Address: PO Box 280
Castle Rock, WA 98611
Phone: (360) 577.2025

Interagency Agreement
Approved as to Form 9/29/97
By the Assistant Attorney General
State of Washington

Attachment A
STATEMENT OF WORK

DNR shall provide offender crews from Naselle Youth Camp under the supervision of DNR foreman to perform labor-intensive work. The general scope of work will include trail clearing and brushing. Other projects could include site rehabilitation, general building and grounds maintenance on sites owned and managed by the City of Ilwaco. Other projects may be identified and agreed upon within the framework of this agreement.

Attachment B

BUDGET

DNR shall submit invoices (monthly or quarterly) following any (month or quarter) in which billable work is charged. Billings for reimbursement will be based on the direct costs of accomplishing the work, plus an established indirect rate. Invoices will include:

- 1) DNR Forest Crew Supervisor hours and charges
- 2) Vehicle mileages, costs per mile and charges
- 3) Indirect charges, and
- 4) Any other billable expenditures agreed to in the Statement of Work.

Each invoice voucher will clearly reference *"Interagency Agreement No. 15-245."*

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 04/13/15 Council Business Item:

B. Issue/Topic: **Partnership with Invoice Cloud for Utility Billing Payment Options**

C. Sponsor(s):

1. Karnofski
- 2.

D. Background (overview of why issue is before council): Currently the City of Ilwaco offers credit card payment via the website (one time processing), ACH pull from checking or savings account and check or cash. This new software integration would allow customers to check balances online, make online payments via credit/debit card or have an ACH pull on a day that they choose.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details): The Invoice Cloud software is directly tied into the Vision Utility Billing software, which allows customers to view current balances, and see payments made reflected immediately. Invoice Cloud also gives customers the option to go paperless, saving the City money on printing and postage. The City of Long Beach uses this software and it has been highly recommended by their Finance Director. The processing costs would be higher, but the availability and flexibility of the software is unlike anything the City currently has.

F. Impacts:

1. Fiscal: There would be a one-time set up fee with Vision of \$2500.00 and an annual software assurance fee of \$375.00. Invoice Cloud would charge \$75 per month for the admin user plus \$10 for every additional user. Each service has a price, but could possibly be offset by charging customers administration fees for credit cards. To see individual prices please see the documents attached.
2. Legal: The city attorney has reviewed both contracts.
3. Personnel: This would cut time on posting credit card payments, allowing customers to view their own balance online and would provide a better customer experience.
4. Service/Delivery:

G. Planning Commission: Recommended N/A Public Hearing on

H. Staff Comments:

I. Time Constraints/Due Dates:

J. Proposed Motion:

1. **I move to authorize the Mayor to enter into an agreement with Invoice Cloud for utility payment services.**
2. **I move to authorize the Mayor to enter into an agreement with Vision Municipal Solution to integrate the Invoice Cloud software.**



Software Price Quote

Vision Municipal Solutions

PO Box 28429
 Spokane, WA 99228
 Phone: (509) 315-8845 ext 207 Fax: (888) 223-6007
 Email: pat@visionms.net
 Website: www.visionms.net

Prepared for: Ariel Smith

City of Ilwaco
 120 First Ave N.
 Ilwaco, WA 98624

Date: March 26, 2015

PRODUCT DESCRIPTION	System Cost	Annual Software Assurance
Vision Utilities add-on module:		
1. Vision EBPP (Electronic Bill Payment and Presentment)	\$2,500.00	\$375.00
2. Vision Reporting Services	<u>Included</u>	<u>Included</u>
Total Software	\$2,500.00	
Professional Services:		
1. Remote Installation	Included	
2. Web services Setup and Configuration to the Online Portal	Included	
3. Configuration of Existing Microsoft SQL Server	Included	
4. Remote training	<u>Included</u>	
Total Professional Services	\$0.00	

Grand Totals **\$2,500.00** **\$375.00**

Price quote valid thru April 30, 2015

Notes: Financing arrangements can be made. Vision can bill in 6 months increments after installation. 1st payment due will be \$1625.00 + any applicable tax 6 months after implementation, 6 months later \$1250.00 + any applicable taxes for the remaining balance. Software Assurance of \$375.00 will be assessed and billed at the beginning of the following year. Financing arrangements will be at zero interest.

- 1). Sales and use tax applies to all quoted Software and professional services.
- 2). Use of Invoice Cloud Online Portal Administration services to be arranged with Invoice Cloud. Western Regional Manager is Carlyn Altheide. She can be reached at (925) 280-4597 to learn more.

If you have any questions on this quote, please contact Pat @ VisionMS (509) 315-8845 ext 207.



Vision Municipal Solutions, LLC
 PO Box 28429
 Spokane, WA 99228
 Phone (509) 315-8845 Fax (888) 223-6007
 Website: www.visionms.net Email: info@visionms.net

**Vision Software and Professional Services for:
 The City of Ilwaco**

<u>Software:</u>	<u>Cost</u>	<u>Software Assurance</u>
Vision EBPP (Electronic Bill Payment and Presentment)	\$2,500.00	\$375.00
Vision Reporting Services	<u>Included</u>	<u>Included</u>
Total Software	\$2,500.00	\$375.00
<u>Professional Services:</u>		
Remote Installation	Included	
Web services Setup and Configuration to the Online Portal	Included	
Configuration of Microsoft SQL Server	Included	
Remote training	<u>Included</u>	
GRAND TOTAL	\$2,500.00	

Contract Notes:

1. Sales and use tax applies to all quoted Software and professional services.
2. Microsoft SQL Server 2008 Standard Edition or higher is required for Software. If Licensee needs to purchase Microsoft SQL Server 2012, the approximate cost is \$800 for the initial license and \$200 for each additional user.
3. Sale of Software is subject to the below described Software License Agreement.
4. **Please see payment terms section 7 (12 monthly payments after installation of software)**

Acceptance of Agreement:

Vision Municipal Solutions, LLC



 Accepted By (Signature)
Craig Lodgard

 Printed Name
Managing Member

 Title:
03/27/2015

 Date

The City of Ilwaco

 Accepted By (Signature)

 Printed Name

 Title

 Date



Vision Municipal Solutions, LLC
PO Box 28429
Spokane, WA 99228
Phone (509) 315-8845 Fax (888)223-6007
Website: www.visionms.net Email:info@visionms.net

Software License Agreement between The City of Ilwaco and Vision Municipal Solutions, LLC

This Software License Agreement ("Agreement") is made by and between **Vision Municipal Solutions, LLC** ("Developer") and The City of Ilwaco ("Licensee").

Developer has developed and licenses to users its Software programs marketed and sold under the name "Vision EBPP" and/or "Vision Reporting Services" (collectively, "Software").

Licensee desires to utilize a copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

1. License:

Developer hereby grants to Licensee a perpetual, non-exclusive, non-transferable, and irrevocable license to use the Software at The City of Ilwaco, on the terms, and subject to the conditions, set forth herein.

2. Restrictions:

Licensee shall not modify Software source code, duplicate, copy, or reproduce Software, or transfer or convey Software, or any right in Software, to any third party without the express, prior written consent of Developer. Notwithstanding the foregoing, Licensee may make copies of Software for backup or archival purposes.

3. License Fee:

For and in consideration for the grant of the herein license and the use of Software, Licensee agrees to pay Developer the sum of \$2,500.00 plus any and all applicable sales or use tax.

4. Warranty:

A. Developer hereby represents and warrants to Licensee that Developer is the sole owner of the Software or otherwise has the right to grant to Licensee the rights to use Software.

B. For a period of one year (365 days) following the installation of Software to Licensee, Developer warrants that Software shall perform in all material respects according to Developer's specifications. In the event of any breach or alleged breach of this warranty, Licensee's sole and exclusive remedy shall be that Developer shall correct Software so that it operates according to the warranty. This warranty shall not apply if (i) Software is in anyway modified by Licensee, (ii) if Software is used improperly, including, without limitation, improper data entry, (iii) Software is not used with appropriate computer equipment, or (iv) if Software is used on operating systems or environments not approved by Developer.



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Website: www.visionms.net Email:info@visionms.net

5. Annual Software Assurance Program Schedules:

The Software Assurance Program includes telephone support, email support, and on-line programs provided by Developer and product updates and enhancements to include any standard reports added to the system. Licensee will be required to have a high speed internet connection for Software updates and allow Developer the right to remote access for program updates and maintenance work when required. As part of the Software Assurance Program, Developer shall provide to Licensee any new, corrected, or enhanced versions of Software as created by Developer. Such enhancements shall include, but shall not be limited to, all modifications to Software that increase the performance, efficiency, or ease of use of the Software, or add additional capabilities or functionality to the Software. "Enhancements" do not include any customizations to Software requested by Licensee, which shall be will be quoted on a per-job basis at Developer's then hourly rate (currently, \$150.00 per hour, but such rate is subject to change).

In the year of Software installation, the Software Assurance amount listed on page 1, will be pro-rated for the remainder of that year. After the year of Software installation, Developer shall bill Licensee on an annual basis, payable in advance, for the Software Assurance Program, at Developer's then current rates.

6. Payment and acceptance:

Payment for Software, hardware, and installation services shall be made by Licensee after all items contracted for have been delivered and Licensee has deemed all Software, hardware, and installation services delivered and accepted.

7. Time Payment Schedule:

If Licensee elects to terminate its agreement for software and services with Developer, all remaining amounts under the payment plan for Software, if any, are immediately due and payable, along with then applicable sales or use tax. The Software Assurance Program shall then immediately terminate and Developer shall not bill Licensee for any future years, nor shall Developer refund Licensee any amounts.

Software Financed: \$2500.00 + Software Assurance = \$2,850.00
 1st Payment \$208.34 + \$375.00 = \$583.34
 2nd thru 12th Payment = \$208.34 ea.

Note: Interest Amount = 0%

8. Limitation of Liability:

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential, or other indirect damages, whether based on lost revenue or otherwise. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee regardless of whether Licensee's claim is based on contract, strict liability, or product liability.

9. Installation Travel Expenses billed to the customer:

Licensee shall reimburse Developer for any and all travel expenses associated with the installation of Software at Licensee's site. If Developer uses Developer's vehicles (or Developer's employees use personal vehicles) Licensee shall reimburse Developer for mileage at then applicable IRS rates. If Developer (or employees of Developer) use a rental car, Licensee shall reimburse Developer for the actual rental car rate and actual gas charged. Licensee shall reimburse Developer for any and all per diem charges at the then current state published rate. Licensee shall reimburse Developer if Developer's employees are required to stay overnight.



Electronic Bill Presentment & Payment Proposal for City of Ilwaco, WA

April 3, 2015

Vision MS chose to partner with Invoice Cloud to provide a simple, secure web based electronic invoice presentment and payment solution designed to provide a Fortune 100 online payment experience for your payers, increase operational efficiency, increase online payments, and save money by significantly increasing 'paperless' registration.

Invoice Cloud Experience

- 400+ customers in 35 states
- Focus on utility and municipal market
- Management with deep experience:
 - Secure Payments, Gateways
 - Billing Software and Integration
- **Tightly integrated with Vision MS platform allowing for functionality that no other company provides to Vision MS.**

Invoice Cloud Company Vision

- Provide the same online experience customers have come to expect when making payments to Fortune 100 companies (AT&T, Verizon, Visa, AMEX), and take that to the next level
- Provide this service to utilities and municipal governments
- Achieve industry best online payment and e-billing adoption
- Improved functionality and 'ease of use' for your customers
- Decrease effort and manual processes for your staff through improved management capabilities and an automated customer communications system (24 e-mail templates)
- **Secret Sauce:** Tight integration with Vision MS, customized for each biller's needs. Because no other EBPP (electronic bill presentment and payment) company has a deep data integration with Vision MS, Invoice Cloud is the only one who can provide much of the functionality outlined in this proposal.

Proposal Contact:

Carlyn Altheide, Western Regional Director
(925) 280-4597 Office
calthaide@invoicecloud.com



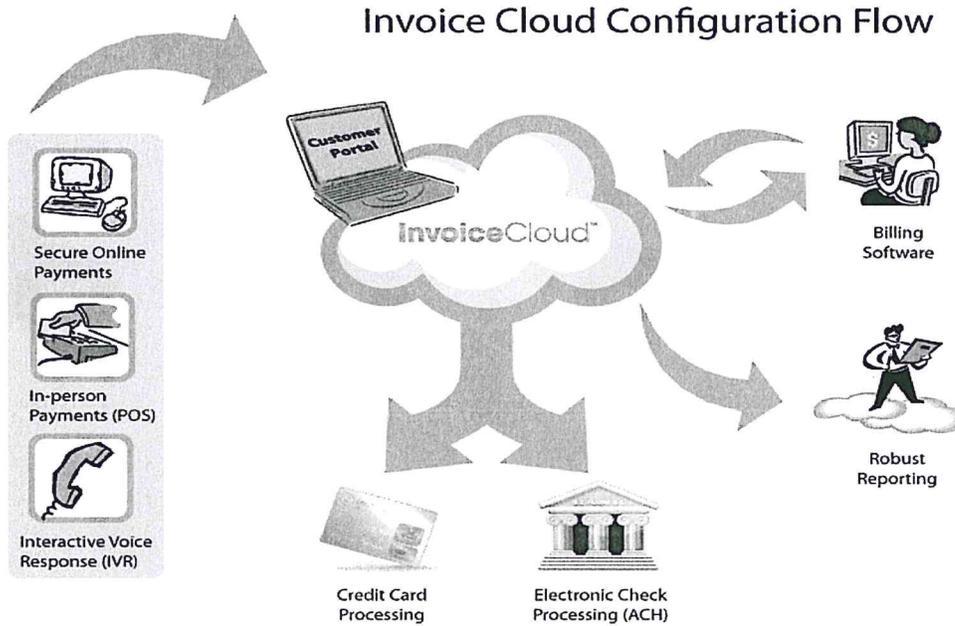
The Invoice Cloud EBPP Platform

Vision integrates tightly to Invoice Cloud and provides an easy to use system for Vision customers and its payers. Time and time again, implementing our solution has resulted in significant cost and time savings. The City of Ilwaco, Washington and its customers would receive the following benefits from implementing Invoice Cloud:

- **Your customers have access to an extensive Customer Portal to view and/or pay bills:**
 - View 24 months of billing and payment history
 - Store bank account and/or credit card information – Invoice Cloud handles all PCI and NACHA compliance
 - Sign up for auto-pay, schedule a single payment, or create their own ‘budget’ payment schedule
 - All of this improves your ability to provide services 24/7
- **Improve communications with tax payers by offering a comprehensive e-payment platform through our 24 e-mail templates:**
 - Invoice Cloud provides 24 e-mail templates branded for your company, each sent to your payers based on certain events. Here are a few examples:
 - 3 e-mail reminders per bill (crucial for driving online and paperless adoption to new heights)
 - Payment confirmation receipt
 - Auto-Pay/Scheduled payment reminder
 - ACH reject notification
 - Credit Card expiration notification (if the credit card on file is expiring)
- **Extensive Web and Mobile payment options—all self-serve between Invoice Cloud and your payers:**
 - ‘One-time pay’—no registration required: **this is CRITICAL for driving online payment adoption**
 - Schedule a single payment
 - Schedule budget payments
 - Auto-pay
 - Account linking: pay multiple bills at once for multiple properties, plus manage all accounts through one interface
- **Accept payments in any manner--online, over the counter, mobile, IVR--through a single provider**
 - Using Invoice Cloud will give you a single source of reconciliation on the back end for all invoice and payment types
 - Go to one location to see a real time log of all payments made so far for the day
- **Accept payments in any manner--online, over the counter, or over the phone:**
 - Using Invoice Cloud will give you a single source of reconciliation on the back end for all invoice and payment types
- **Offer a comprehensive paperless program:**
 - Save money on print/mail: Invoice Cloud expects to enroll 10% of payers in paperless during the first 2 years on our platform
- **Allow payers to see an exact copy of their current and past bills online**
 - Access an exact copy of the bill allows payer to print it and send it to you if they choose
 - Seeing an exact copy of the bill online is a critical feature of improving paperless adoption rates
 - Significantly decrease calls about questions on bills from collection agencies and payers
- **Access to extensive administrative features in the Biller Portal:**
 - Extensive reconciliation reporting
 - E-mail an exact copy of the bill anytime
 - See e-mail history for all payers, with data and time stamps



- Easy to search for and locate any payment, regardless of where it was made (counter, web, IVR)
- **MOBILE:** currently 34% of Invoice Cloud's payments are through mobile devices (smartphones and tablets)



- ✓ Web Based, No Downloads, No Software
- ✓ No Up-Front Fees, Pay As You Go
- ✓ Flexible Electronic Invoice Presentment
- ✓ Customizable/Branded Portal
- ✓ Electronic Payments
 - EFT (ACH) and Credit Cards
 - Check Conversion
 - Recurring and Scheduled Payments
 - Self-Service or Merchant Initiated
- ✓ PCI (Payment Card Industry) Compliant Systems
- ✓ Invoice Submission Options
 - Via Web Services
 - Manual Upload to Biller Portal
- ✓ Customer Request Capability

- ✓ Email Management – 24 Customizable Notifications
 - Including: open invoice (up to 3), payment receipts, credit card expiration, autopay notifications
- ✓ Reporting
 - Payment, Invoice, and Customer Data
 - Paperless
- ✓ Web access
 - Historical Payment and Invoice Data
 - Customer Data
- ✓ Capability to Download Data Files
 - Payments (ACH and Credit Card)
 - Rejects (ACH)
 - Changes (Customer changes)
- ✓ Customer Portal
 - Customer – Access to Invoice, Payment Data
 - Biller – Access to Customer Data for Support

IC Cloud Store™

The IC Cloud Store allows Billers to accept payments for non-invoiced services like airport fees, library services, fire, police, building permits, or activity programs. IC Cloud Store is also available for Utility Billing for one-time payments when an integration with the billing software is not available or feasible. Cloud Store Billers will have access to the same reporting functionality in our Biller Portal.

The following options are available:

- Accept one-time electronic check and or credit/debit card payments.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to The City branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.
- The City determines what information they would like to capture from the payer and Invoice Cloud creates a form similar to the one below. This form is very flexible and can look however the City would like it to:
 - The fields on the left side of the page can capture any information the City desires
 - The text on the right side of the page can contain any information the City would like, such as pricing, regulations, etc.



Please fill out the following fields

Building Permit

You MUST contact the Bldg Dept. and be assigned a Permit # BEFORE any payment is made. Please take the time to fill out ALL of the following fields. Any required fields are denoted with an asterisk (*). As always, if you have any questions please feel free to contact us.

Permit # (assigned by Bldg Dept) *	⇒	<input type="text" value="Permit # (assigned by Bldg Dept)"/>
Construction Address *	⇒	<input type="text" value="Construction Address"/>
Last Name *	⇒	<input type="text" value="Last Name"/>
First Name *	⇒	<input type="text" value="First Name"/>
Address *	⇒	<input type="text" value="Address"/>
Contact # *	⇒	<input type="text" value="Contact #"/>
Payment (Amt from Bldg Dept) *	⇒	<input type="text"/>



About This Page

After filling out ALL fields you will be taken to the Confirmation page where you'll be able to confirm all your entered details as well as view the total cost of your purchase. At that point you'll be able to continue on to the Payment process.

Attention: Please make sure that all fields above are filled out correctly. Please press Continue when you are done filling out this form.

Continue →



IC Online Bank Direct™

IC Online Bank Direct eliminates paper checks issued by online banking sites. The biller will be able to register through Invoice Cloud with online banking networks to electronically deposit citizen payments. Electronically depositing these payments will save biller staff time and effort. They will no longer need to manually compare citizen names and amounts to the bank issued checks and then enter them into the appropriate citizen file. They will also not need to send them to the bank for processing and deposit. The IC Bank Direct electronic payments (like lock box files) are matched (when possible) to the payer's account, processed and uploaded into the biller's customer information management system.



- Data Management
- Virtual Terminal
- Online Bank Direct

- Pending Payments
- Processed Payments
- Returned Payments
- Reconciliation Report
- Deposits Report
- Reversals Report

Online Bank Direct - Pending Entries
Search or Navigate

1 of 16
Back
Forward
Mark For Return
Recommended Matches
Custom Search
No Invoice

191 INNER BELT Date 6/21/2011

PAY TO THE ORDER OF Invoice Cloud - Sam Evrard \$ 12866.81

DOLLARS

MEMO 2011Q4RE00027521

Please select an Invoice to apply this Payment to from the list of Invoices below. If you opt to not select an Invoice and to not return this Payment this will continue to be available next time you wish to work your Payments.

Please select an Invoice you would like to apply this Payment to. If applicable, we have pre-selected the Invoice that we believe is a match with this Payment. If this is incorrect, please select the correct Invoice. You may also search for other Invoices by using click on Custom Search option in the toolbar.

Rating	Invoice #	Inv. Date	Account #	Customer	Inv. Amt.	Amt. Due	Options
<input type="checkbox"/>	FPP-0444	12/1/2013	882009001	DANFORTH DENATL, PC	\$434.50	\$434.50	
<input type="checkbox"/>	PSWS-0099	12/1/2013	998877	SMITH, PAUL	\$31.74	\$31.74	
<input type="checkbox"/>	BMV-0888	12/1/2013	9999	SMITH WOOD PRODUCTS TRUST	\$1,091.59	\$1,091.59	



Pricing

City of Ilwaco, WA:

- 660 Utility Customers Billed Monthly & Average Bill \$120

Administrative Fees	
Description	Fee
Integration, Deployment and Training	
Integration, deployment, and training - EBPP <i>Note: Includes integration with Vision MS</i>	No Charge
Account Access	
Monthly Access Fee for Branded Customer and Biller Portals -- includes <u>one</u> administrative user: The monthly access fee covers maintenance, support, upgrades and full access to the Invoice Cloud service for the City and its customers.	\$75.00 \$10.00 - each additional administrative user
Paperless Billing – Only available with EBPP	
Paperless Billing Fees – fee per paperless bill, per bill cycle - ONLY WHEN PAPER IS SUPPRESSED AND A PAPER INVOICE IS NOT MAILED.	\$0.40 – Standard Fee \$0.35 - Ilwaco Fee
Online Bank Direct (Optional) - Only available with EBPP	
Monthly Access Fee - Online Bank Payment Consolidation	\$50.00
Per Transaction Fee	\$0.25
HelpDesk Support & Marketing	
Access to IC HelpDesk and client services team and marketing support to help you drive adoption to online payments	No charge
Other Merchant Services Fees – All pricing models	
Credit Card Chargeback Fee	\$20.00
ACH Reject Fee	\$15.00

Absorbed Fee Model – Processing Fees Paid by City

Electronic Payment Fees	
E-Check/ACH - Fee per transaction	\$0.85 per transaction
Credit/Debit Cards: Visa, MasterCard and Discover – Fee per transaction <i>Note: Invoice Cloud will provide the City with 2 card swipe devices for taking card payments at the counter</i>	Interchange at pass through, plus fees, dues and assessments, plus \$.20 authorization + 75 bps

Convenience Fee Model – Processing Fees Paid by the Payer

Electronic Payment Fees	
E-Check/ACH - Fee per transaction	\$0.95 per transaction
E-Check/ACH and Credit/Debit Cards: Visa, MasterCard and Discover – fee per transaction	\$2.95 (\$200 cap on credit/debit card transactions)

**CITY OF ILWACO
RESOLUTION NO. 2010-04**

A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON, AUTHORIZING THE ACCEPTANCE OF CREDIT OR DEBIT CARDS FOR PAYMENT OF WATER AND SEWER SERVICES, AND OTHER CITY IMPOSED FINES AND FEES, AUTHORIZING THE MAYOR OR CITY TREASURER TO EXECUTE A CONTRACT WITH A SERVICING BANK OR THIRD PARTY TO IMPLEMENT THE USE OF CREDIT CARDS, AND ESTABLISHING PROCEDURES FOR CREDIT CARD ACCEPTANCE

WHEREAS, the citizens of the City of Ilwaco, Washington, have expressed a desire to pay for water and sewer services, and other city imposed fines and fees, through the use of credit and debit cards; and

WHEREAS, the city recognizes the necessity to best accommodate its citizens by facilitating their payment of water and sewer services, and other city imposed fines and fees, by accepting credit and debit cards; and

WHEREAS, the State Auditor has approved of municipalities accepting credit and debit cards for payment of city imposed fines or fees, and absorbing related bank fees, by enacting a local resolution; and

WHEREAS, the effective and efficient management of the city's cash resources requires expeditious revenue collection and aggregation;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Authority to Contract. The Mayor or City Treasurer is hereby authorized, on behalf of the City of Ilwaco, to execute an agreement with a servicing bank or third party for the use of credit cards for payments of water and sewer services, and other fines or fees imposed by the City of Ilwaco. The agreement shall provide for acceptance of Visa and/or MasterCard credit cards; may provide for acceptance of other credit cards; may provide for payment by the city of fees in accordance with the bank's or third party's schedule of fees for accounts of similar volume subject to change from time to time; and provide for use of equipment provided by the bank or third party. The city reserves the authority to execute agreements with other companies offering credit card services for payment of water and sewer services and city imposed fines or fees.

Section 2. Authority to approve credit card acceptance for city imposed fines or fees and set limits. Effective upon execution of the agreement authorized in Section 1, the Mayor or City Treasurer are authorized, at their discretion, to approve acceptance of credit cards for the payment of city imposed fines and fees. The City Treasurer is further authorized to establish

appropriate business practices and set any limitations concerning the acceptance of credit cards for payment of city imposed fines and fees.

Section 3. Transaction fees. The Ilwaco City Council reserves the right to establish at a future date a Handling Fee to cover the cost of bank or third party transaction fees. Said fees will be collected and retained by the City of Ilwaco, Washington, for each monetary transaction paid in part or in whole through the use of a credit or debit card.

Section 4. Severability. If any section, sentence, clause or phrase of this resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 5. Effective Date. This resolution, being an exercise of power specifically delegated to the city legislative body, is not subject to referendum and shall take effect five (5) days after passage by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, THIS 14TH DAY OF JUNE, 2010, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 14TH DAY OF JUNE, 2010.

Mike Cassinelli, Mayor

ATTEST:

PJ Kezele, Deputy City Clerk

VOTE	Jensen	Chin	Marshall	Greene	Forner	Cassinelli
Ayes	X	X	X	X	X	
Nays						
Abstentions						
Absent						

EFFECTIVE: June 19, 2010

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 4/13/15 Council Business Item:

B. Issue/Topic: **FEMA Update**

C. Sponsor(s):

1. Cassinelli
- 2.

D. Background (overview of why issue is before council):

1. The City of Ilwaco must adopt floodplain management measures, such as a floodplain management ordinance, that meet or exceed the minimum National Flood Insurance Program (NFIP) requirements by May 18, 2015, to avoid suspension from the NFIP. This update will also adopt the new county-wide flood insurance rate study (FIS) and flood insurance rate maps (FIRM) which have been presented to the city.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

1. If suspended, the City of Ilwaco would be ineligible for flood insurance through the NFIP.
2. A floodplain management specialist from FEMA Region 10 has reviewed our current ordinance and finds that it is in accordance with the minimum requirements of the NFIP.

F. Impacts:

1. Fiscal:
2. Legal: This ordinance has been reviewed by City Attorney, Heather Reynolds.
3. Personnel:
4. Service/Delivery:

G. Planning Commission: Recommended N/A Public Hearing on

H. Staff Comments:

- 1.

I. Time Constraints/Due Dates: The city is required to adopt the new maps and ordinance by May 18, 2015 or will be suspended from the NFIP.

J. Proposed Motion: **I move to adopt Ordinance XXX amending Title 15.16, development in flood areas, to comply with the state model ordinance and the national flood insurance program.**

**CITY OF ILWACO
ORDINANCE NO. XXX**

AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, AMENDING TITLE 15.16, DEVELOPMENT IN FLOOD AREAS, TO COMPLY WITH THE STATE MODEL ORDINANCE AND THE NATIONAL FLOOD INSURANCE PROGRAM.

WHEREAS, the City of Ilwaco, Washington, has until May 18, 2015, to adopt and have the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office approve floodplain management measures that satisfy 44 Code of Federal Regulations (CFR) Section 60.3(e) of the National Flood Insurance Program (NFIP) regulations; and

WHEREAS, the City of Ilwaco must adopt floodplain management measures, such as a floodplain management ordinance, that meet or exceed the minimum NFIP requirements by May 18, 2015 to avoid suspension from the NFIP; and

WHEREAS, the said proposed legislation is within the authority of the City Council to establish.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 15.16, Development in Flood Areas, is amended to read as follows:

**Chapter 15.16
DEVELOPMENT IN FLOOD AREAS**

15.16.050 Basis for establishing areas of special flood hazard.

The areas of special flood hazard identified by the federal insurance administration in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for ~~the City of Ilwaco~~ **Pacific County and Incorporated Areas**" dated ~~August 1978~~ **effective May 18, 2015**, and any revisions thereto, with an accompanying Flood Insurance Rate Maps (FIRMs), and any revisions thereto, are hereby adopted by reference and declared to be a part of this chapter. The FIRM is on file at Ilwaco City Hall, 120 First Av N, Ilwaco, WA. The best available information for flood hazard area identification as outlined in subsection 15.16.060.B2 of this chapter shall be the basis for regulation until a new FIRM is issued that incorporates the data utilized under subsection 15.16.060.B2 of this chapter.

Section 4. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

Section 5. Effective Date. This Ordinance takes effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS XX DAY OF XXXXX, 2015.

Mike Cassinelli, Mayor

ATTEST:

Holly Beller, Deputy City Clerk

VOTE	Jensen	Karnofski	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED:

EFFECTIVE:



FEMA

APR 03 2015

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RECEIVED APR 07 2015

The Honorable Mike Cassinelli
Mayor, City of Ilwaco
Post Office Box 548
Ilwaco, Washington 98624

Dear Mayor Cassinelli:

I am writing this letter as an official reminder that the City of Ilwaco, Washington, has until May 18, 2015, to adopt and have the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office approve floodplain management measures that satisfy 44 Code of Federal Regulations (CFR) Section 60.3(e) of the National Flood Insurance Program (NFIP) regulations.

The City of Ilwaco must adopt floodplain management measures, such as a floodplain management ordinance, that meet or exceed the minimum NFIP requirements (copy enclosed) by May 18, 2015, to avoid suspension from the NFIP. If suspended, your community becomes ineligible for flood insurance through the NFIP, new insurance policies cannot be sold, and existing policies cannot be renewed.

The NFIP State Coordinating Office for your State has verified that Washington communities may include language in their floodplain management measures that automatically adopt the most recently available flood elevation data provided by FEMA. Your community's floodplain management measures may already be sufficient if the measures include suitable automatic adoption language and are otherwise in accordance with the minimum requirements of the NFIP. The NFIP State Coordinator can assist you further in clarifying questions you may have about automatic adoption.

Under the Flood Disaster Protection Act of 1973, as amended, flood insurance must be purchased by property owners seeking any Federal financial assistance for construction or acquisition of buildings in Special Flood Hazard Areas (SFHAs). This financial assistance includes certain federally guaranteed mortgages and direct loans, federal disaster relief loans and grants, as well as other similarly described assistance from FEMA and other agencies.

In addition, all loans individuals obtain from Federally regulated, supervised, or insured lending institutions that are secured by improved real estate located in SFHAs are also contingent upon the borrower obtaining flood insurance coverage on the building. However, purchasing and maintaining flood insurance coverage on a voluntary basis is frequently recommended for properties located outside SFHAs.

Your NFIP State Coordinator and FEMA would like to assist the City of Ilwaco to ensure it remains in good standing with the NFIP and avoids suspension from the Program. If your

The Honorable Mike Cassinelli

APR 03 2015

Page 2

community is suspended, it may regain its eligibility in the NFIP by enacting the floodplain management measures established in 44 CFR Section 60.3 of the NFIP regulations. As stated in my previous correspondence, I recommend you contact your NFIP State Coordinator or the FEMA Regional Office if the City of Ilwaco is encountering difficulties in enacting its measures.

I recognize that your community may be in the final adoption process or may have recently adopted the appropriate floodplain management measures. Please submit these measures to the Floodplain Management Program at the Washington Department of Ecology. Scott McKinney, the NFIP State Coordinator, is accessible by telephone at (360) 407-6131, in writing at Post Office Box 47600, Olympia, Washington 98504-7600, or by electronic mail at scott.mckinney@ecy.wa.gov.

The FEMA Regional staff in Bothell, Washington, is also available to assist you with your floodplain management measures. The FEMA Regional Office may be contacted by telephone at (425) 487-4600 or in writing. Please send your written inquiries to the Director, Federal Insurance and Mitigation Division, FEMA Region X, at 130 228th Street, Southwest, Bothell, Washington 98021-8627.

In the event your community does not adopt and/or submit the necessary floodplain management measures that meet or exceed the minimum NFIP requirements, I must take the necessary steps to suspend your community from the NFIP. This letter is FEMA's final notification before your community is suspended from the Program.

Sincerely,



David H. Stearrett, CFM, Chief
Floodplain Management Branch
Federal Insurance and Mitigation Administration

Enclosure

cc: Kenneth Murphy, Regional Administrator, FEMA Region X
Scott McKinney, NFIP State Coordinator, Washington Department of Ecology
Ariel Smith, Treasurer, City of Ilwaco

§ 60.3- Flood plain management criteria for flood-prone areas.

The Federal Insurance Administrator will provide the data upon which flood plain management regulations shall be based. If the Federal Insurance Administrator has not provided sufficient data to furnish a basis for these regulations in a particular community, the community shall obtain, review and reasonably utilize data available from other Federal, State or other sources pending receipt of data from the Federal Insurance Administrator. However, when special flood hazard area designations and water surface elevations have been furnished by the Federal Insurance Administrator, they shall apply. The symbols defining such special flood hazard designations are set forth in §64.3 of this subchapter. In all cases the minimum requirements governing the adequacy of the flood plain management regulations for flood-prone areas adopted by a particular community depend on the amount of technical data formally provided to the community by the Federal Insurance Administrator. Minimum standards for communities are as follows:

(a) When the Federal Insurance Administrator has not defined the special flood hazard areas within a community, has not provided water surface elevation data, and has not provided sufficient data to identify the floodway or coastal high hazard area, but the community has indicated the presence of such hazards by submitting an application to participate in the Program, the community shall:

(1) Require permits for all proposed construction or other development in the community, including the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within flood-prone areas;

(2) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334;

(3) Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall (i) be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, (ii) be constructed with materials resistant to flood damage, (iii) be constructed by methods and practices that minimize flood damages, and (iv) be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(4) Review subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed new development is in a flood-prone area, any such proposals shall be reviewed to assure that (i) all such proposals are consistent with the need to minimize flood damage within the flood-prone area, (ii) all public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage, and (iii) adequate drainage is provided to reduce exposure to flood hazards;

(5) Require within flood-prone areas new and replacement water supply systems to be designed to minimize or eliminate infiltration of flood waters into the systems; and

(6) Require within flood-prone areas (i) new and replacement sanitary sewage systems to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters and (ii) onsite waste disposal systems to be located to avoid impairment to them or contamination from them during flooding.

(b) When the Federal Insurance Administrator has designated areas of special flood hazards (A zones) by the publication of a community's FHBM or FIRM, but has neither produced water surface elevation data nor identified a floodway or coastal high hazard area, the community shall:

(1) Require permits for all proposed construction and other developments including the placement of manufactured homes, within Zone A on the community's FHBM or FIRM;

(2) Require the application of the standards in paragraphs (a) (2), (3), (4), (5) and (6) of this section to development within Zone A on the community's FHBM or FIRM;

(3) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals base flood elevation data;

(4) Obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other source, including data developed pursuant to paragraph (b)(3) of this section, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the community's FHBM or FIRM meet the standards in paragraphs (c)(2), (c)(3), (c)(5), (c)(6), (c)(12), (c)(14), (d)(2) and (d)(3) of this section;

(5) Where base flood elevation data are utilized, within Zone A on the community's FHBM or FIRM:

(i) Obtain the elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures, and

(ii) Obtain, if the structure has been floodproofed in accordance with paragraph (c)(3)(ii) of this section, the elevation (in relation to mean sea level) to which the structure was floodproofed, and

(iii) Maintain a record of all such information with the official designated by the community under §59.22 (a)(9)(iii);

(6) Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to the Federal Insurance Administrator;

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained;

(8) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

(c) When the Federal Insurance Administrator has provided a notice of final flood elevations for one or more special flood hazard areas on the community's FIRM and, if appropriate, has designated other special flood hazard areas without base flood elevations on the community's FIRM, but has not identified a regulatory floodway or coastal high hazard area, the community shall:

(1) Require the standards of paragraph (b) of this section within all A1-30 zones, AE zones, A zones, AH zones, and AO zones, on the community's FIRM;

(2) Require that all new construction and substantial improvements of residential structures within Zones A1-30, AE and AH zones on the community's FIRM have the lowest floor (including basement) elevated to or above the base flood level, unless the community is granted an exception by the Federal Insurance Administrator for the allowance of basements in accordance with §60.6 (b) or (c);

(3) Require that all new construction and substantial improvements of non-residential structures within Zones A1-30, AE and AH zones on the community's firm (i) have the lowest floor (including basement) elevated to or above the base flood level or, (ii) together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;

(4) Provide that where a non-residential structure is intended to be made watertight below the base flood level, (i) a registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions of paragraph (c)(3)(ii) or (c)(8)(ii) of this section, and (ii) a record of such certificates which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained with the official designated by the community under §59.22(a)(9)(iii);

(5) Require, for all new construction and substantial improvements, that fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria: A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to

flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(6) Require that manufactured homes that are placed or substantially improved within Zones A1–30, AH, and AE on the community's FIRM on sites

(i) Outside of a manufactured home park or subdivision,

(ii) In a new manufactured home park or subdivision,

(iii) In an expansion to an existing manufactured home park or subdivision, or

(iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist floatation collapse and lateral movement.

(7) Require within any AO zone on the community's FIRM that all new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified);

(8) Require within any AO zone on the community's FIRM that all new construction and substantial improvements of nonresidential structures (i) have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or (ii) together with attendant utility and sanitary facilities be completely floodproofed to that level to meet the floodproofing standard specified in §60.3(c)(3)(ii);

(9) Require within any A99 zones on a community's FIRM the standards of paragraphs (a)(1) through (a)(4)(i) and (b)(5) through (b)(9) of this section;

(10) Require until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1–30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(11) Require within Zones AH and AO, adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

(12) Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A–1–30, AH, and AE on the community's FIRM that are not subject to the provisions of paragraph (c)(6) of this section be elevated so that either

(i) The lowest floor of the manufactured home is at or above the base flood elevation, or

(ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

(13) Notwithstanding any other provisions of §60.3, a community may approve certain development in Zones A1–30, AE, and AH, on the community's FIRM which increase the water surface elevation of the base flood by more than one foot, provided that the community first applies for a conditional FIRM revision, fulfills the requirements for such a revision as established under the provisions of §65.12, and receives the approval of the Federal Insurance Administrator.

(14) Require that recreational vehicles placed on sites within Zones A1–30, AH, and AE on the community's FIRM either

(i) Be on the site for fewer than 180 consecutive days,

(ii) Be fully licensed and ready for highway use, or

(iii) Meet the permit requirements of paragraph (b)(1) of this section and the elevation and anchoring requirements for "manufactured homes" in paragraph (c)(6) of this section.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(d) When the Federal Insurance Administrator has provided a notice of final base flood elevations within Zones A1–30 and/or AE on the community's FIRM and, if appropriate, has designated AO zones, AH zones, A99 zones, and A zones on the community's FIRM, and has provided data from which the community shall designate its regulatory floodway, the community shall:

- (1) Meet the requirements of paragraphs (c) (1) through (14) of this section;
- (2) Select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;
- (3) Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge;
- (4) Notwithstanding any other provisions of §60.3, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision, fulfills the requirements for such revisions as established under the provisions of §65.12, and receives the approval of the Federal Insurance Administrator.

(e) When the Federal Insurance Administrator has provided a notice of final base flood elevations within Zones A1–30 and/or AE on the community's FIRM and, if appropriate, has designated AH zones, AO zones, A99 zones, and A zones on the community's FIRM, and has identified on the community's FIRM coastal high hazard areas by designating Zones V1–30, VE, and/or V, the community shall:

- (1) Meet the requirements of paragraphs (c)(1) through (14) of this section;
- (2) Within Zones V1–30, VE, and V on a community's FIRM, (i) obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures, and whether or not such structures contain a basement, and (ii) maintain a record of all such information with the official designated by the community under §59.22(a)(9)(iii);
- (3) Provide that all new construction within Zones V1–30, VE, and V on the community's FIRM is located landward of the reach of mean high tide;
- (4) Provide that all new construction and substantial improvements in Zones V1–30 and VE, and also Zone V if base flood elevation data is available, on the community's FIRM, are elevated on pilings and columns so that (i) the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood level; and (ii) the pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of paragraphs (e)(4) (i) and (ii) of this section.
- (5) Provide that all new construction and substantial improvements within Zones V1–30, VE, and V on the community's FIRM have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purposes of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or State

codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- (i) Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and,
- (ii) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable State or local building standards.

Such enclosed space shall be useable solely for parking of vehicles, building access, or storage.

(6) Prohibit the use of fill for structural support of buildings within Zones V1-30, VE, and V on the community's FIRM;

(7) Prohibit man-made alteration of sand dunes and mangrove stands within Zones V1-30, VE, and V on the community's FIRM which would increase potential flood damage.

(8) Require that manufactured homes placed or substantially improved within Zones V1-30, V, and VE on the community's FIRM on sites

- (i) Outside of a manufactured home park or subdivision,
- (ii) In a new manufactured home park or subdivision,
- (iii) In an expansion to an existing manufactured home park or subdivision, or
- (iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, meet the standards of paragraphs (e)(2) through (7) of this section and that manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within Zones V1-30, V, and VE on the community's FIRM meet the requirements of paragraph (c)(12) of this section.

(9) Require that recreational vehicles placed on sites within Zones V1-30, V, and VE on the community's FIRM either

- (i) Be on the site for fewer than 180 consecutive days,
- (ii) Be fully licensed and ready for highway use, or
- (iii) Meet the requirements in paragraphs (b)(1) and (e) (2) through (7) of this section.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(f) When the Federal Insurance Administrator has provided a notice of final base flood elevations within Zones A1-30 or AE on the community's FIRM, and, if appropriate, has designated AH zones, AO zones, A99 zones, and A zones on the community's FIRM, and has identified flood protection restoration areas by designating Zones AR, AR/A1-30, AR/AE, AR/AH, AR/AO, or AR/A, the community shall:

- (1) Meet the requirements of paragraphs (c)(1) through (14) and (d)(1) through (4) of this section.
- (2) Adopt the official map or legal description of those areas within Zones AR, AR/A1-30, AR/AE, AR/AH, AR/A, or AR/AO that are designated developed areas as defined in §59.1 in accordance with the eligibility procedures under §65.14.
- (3) For all new construction of structures in areas within Zone AR that are designated as developed areas and in other areas within Zone AR where the AR flood depth is 5 feet or less:
 - (i) Determine the lower of either the AR base flood elevation or the elevation that is 3 feet above highest adjacent grade; and
 - (ii) Using this elevation, require the standards of paragraphs (c)(1) through (14) of this section.

(4) For all new construction of structures in those areas within Zone AR that are not designated as developed areas where the AR flood depth is greater than 5 feet:

(i) Determine the AR base flood elevation; and

(ii) Using that elevation require the standards of paragraphs (c)(1) through (14) of this section.

(5) For all new construction of structures in areas within Zone AR/A1-30, AR/AE, AR/AH, AR/AO, and AR/A:

(i) Determine the applicable elevation for Zone AR from paragraphs (a)(3) and (4) of this section;

(ii) Determine the base flood elevation or flood depth for the underlying A1-30, AE, AH, AO and A Zone; and

(iii) Using the higher elevation from paragraphs (a)(5)(i) and (ii) of this section require the standards of paragraphs (c)(1) through (14) of this section.

(6) For all substantial improvements to existing construction within Zones AR/A1-30, AR/AE, AR/AH, AR/AO, and AR/A:

(i) Determine the A1-30 or AE, AH, AO, or A Zone base flood elevation; and

(ii) Using this elevation apply the requirements of paragraphs (c)(1) through (14) of this section.

(7) Notify the permit applicant that the area has been designated as an AR, AR/A1-30, AR/AE, AR/AH, AR/AO, or AR/A Zone and whether the structure will be elevated or protected to or above the AR base flood elevation.



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March 4, 2015

TO: Ilwaco City Council

Fr: Ilwaco Planning Commission

RE: Knutzen - Road Vacation (RCV15-0001)

The Ilwaco Planning Commission met 3/3/15 and reviewed the Findings of Fact and Conclusions of Law provided by Ryan E. Crater, City Planner regarding Petitioner Doug Knutzen's request to vacate a portion of a public right-of-way under project number RDV15-0001. The Petition requests a road vacation of the area access from Intersection of SR100 Loop (Robert Gray Dr.) to, C Street and Third Street in the Platt of Ocean View. After discussion and all questions were addressed, the Ilwaco Planning Commission formally recommends to the Ilwaco City Council APPROVAL of the road vacation subject to the conditions set for in the Findings of Fact and Conclusions of Law.

Nansen Malin, Chair



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PLANNING COMMISSION RECOMMENDATION

REPORT DATE: April 7, 2015
TO: City Council
FROM: Planning Commission
SUBJECT: An Ordinance Regarding Critical Area Regulations; Amending Ordinance No. 614 (City of Ilwaco – Critical Areas Ordinance) and codification of the updated Critical Area Regulations under the Ilwaco Municipal Code, as Title 15.18.

BACKGROUND:

Pursuant to RCW 36.70a.130(4)(d), the City of Ilwaco is required to update the Critical Areas Ordinance to ensure the ordinance complies with the State's Growth Management Act (GMA) requirements for Best Available Science.

RECOMMENDATIONS:

To bring the City of Ilwaco into compliance with the GMA (Critical Area Regulations), the Planning Commission in accordance with Title 15.56.030(F) and City Planner in accordance with Title 15.06.050(B)(6), through this report, recommends that the City of Ilwaco Council take action in accordance with Title 15.08.110 (Public Hearing Procedures) to adopt the attached Critical Area Regulations prepared by the Watershed Company to be codified into the Ilwaco Municipal Code as Title 15.18 of the Unified Development Ordinance known as Title 15.

RECOMMENDED MOTION:

For compliance with GMA, the Planning Commission and the City Planner recommend that City Council move to adopt the Critical Area Regulations (Attachment A) with the suggested Findings of Fact below.

Suggested Finding of Facts

A. GENERAL FINDINGS

1. The Revised Code of Washington (RCW) 36.70A.060 and RCW 36.70A.170 require counties and cities to designate critical areas and adopt regulations to protect them
2. Critical areas are defined by RCW 36.70A.030(5) to include wetlands, areas with a critical recharging effect on aquifers used for potable water; fish and wildlife habitat conservation areas; frequently flooded areas; and geologically hazardous areas. These

critical areas are further defined and described by Chapter 36.70A RCW and rules codified at Chapter 365-190 WAC.

3. The amendments to the development regulations in the City of Ilwaco Unified Development Ordinance (Title 15 IMC) apply to the incorporated areas of the City. The locations and boundaries of the zoning districts established in the City of Ilwaco Unified Development Ordinance (Title 15 IMC) and as shown on the Official Zoning Map, City of Ilwaco, Washington (Chapter 15.22 IMC).
4. The Gap Analysis Report dated September 2014, which reviewed the existing critical area designations and development regulations that protects critical areas currently in effect in the City for consistency with the requirements of Chapter 36.70A RCW, including best available science as included in Attachment A, which includes the references contained therein, represents the most comprehensive list of sources for best available science that was relied upon in the updated designation and protection of critical area functions and values are:
 - a. Best Available Science Review, City of Woodinville, Comprehensive Plan Update, Revised June 3, 2014: The Watershed Company.
 - b. Best Available Science Review, City of Newcastle, Comprehensive Plan Update, Final Revision issued in September 2014: The Watershed Company.
5. Based on input from the public in Planning Commission Public meetings, stakeholders and analysis and issues identified, the City prepared Preliminary Draft Critical Areas Regulations and released them for public comment in October 2014.
6. In conformance with Chapter 15.56.030 IMC and RCW 36.70A.130(2) the City has provided the opportunity for early and continuous public participation, comment and consideration through a various Planning Commission Public meetings and City Council workshop:
 - a. On October 29, 2014, the Planning Commission held an open public meeting during their regularly scheduled time to review the initial draft of the updated Critical Area Regulations.
 - b. On November 10, 2014, the Ilwaco City Council held a Special Meeting to review the most recent draft of the Critical Area Regulations.
 - c. On March 3, 2015, the City of Ilwaco Planning Commission held an open public meeting during their regularly scheduled time to review the most recent draft of the Critical Areas Ordinance update.
7. The City Planning Commission reviewed the analysis and proposed revisions and provided the public an opportunity to comment on the analysis and proposed revisions. Based on its review of the requirements of Chapter 36.70A RCW, the analysis and

proposed revisions prepared and the public comments received, the Planning Commission forwarded recommended findings on the review and proposed revisions to the City Council.

8. Based on its review of the requirements of Chapter 36.70A RCW, the analysis and proposed revisions, the recommended findings on review and proposed revisions forwarded by the Planning Commission, and the public comments received, the City Council finds and declares that the review and needed revisions have been prepared in conformance with applicable law, including Chapter 36.70A RCW, Chapter 43.21C RCW and Chapter 15.56 Ilwaco Municipal Code.
9. In formulating its recommendations, the Planning Commission considered public comments received through public meetings and the public input process.
10. In formulating development regulations adopted by this ordinance, the City Council has considered the goals contained in RCW 36.70A.020. The GMA set forth a list of fourteen (14) goals to guide the development and adoption of development regulations.
11. The City Council has weighed the goals contained in RCW 36.70A.020 as they apply to subject matter of this ordinance and have attempted to reach a reasonable balance of these goals in fulfilling its duty to protect critical areas through the adoption of this Ordinance.
12. On January 22, 2015 notice was provided to the Washington State Department of Commerce on the intent to adopt revised development regulations applicable to critical areas in conformance with RCW 36.70A.106.
13. On February 18, 2015 the City of Ilwaco issued a Determination of Nonsignificance under SEPA in accordance with RCW 43.21.C.
14. The critical areas development regulations are intended to protect the general public, resources and facilities from injury, loss of life, property damage or financial loss due to flooding, landslides, or steep slope failures.
15. The findings and the record generated in the public hearing process and at the adoption of this resolution show that this measure is consistent with the GMA goals.
16. The City of Ilwaco Council believes adopting the amendments is necessary for the preservation of the public health, safety, and general welfare of the residents of Ilwaco.
17. The City of Ilwaco Council finds that the amendments in this ordinance were developed through an analysis of the evidence in the record, including scientific analysis and documentation, involving a reasoned process.
18. The City of Ilwaco Council finds that based on local conditions, the prevailing direction of groundwater flow (towards the Columbia River), and that all city residents rely on the

municipal water supply for potable water, which comes from surface water located outside of the city, that this critical areas ordinance could proceed without a critical aquifer recharge area designation or without designation of reduced size based on the Memorandum from the Watershed Company dated November 26, 2014, pertaining to a full review and analysis of excluding a critical aquifer recharge areas designation within city limits (Attachment B).

19. The City of Ilwaco has reviewed existing critical area regulation from neighboring jurisdictions within Pacific County and other jurisdictions within the State of Washington. The City Council finds that similar standards are in these current critical areas regulations, whose regulations have been updated using current best available science being adopted with this ordinance.
20. The City of Ilwaco finds that development may result in cumulative impacts to those functions and values of critical areas that contribute to and are necessary for a healthy natural environment and perceived quality of life.
21. The development of residences, businesses, shopping areas and other structures, and the clearing of land for accommodation of such development all have the potential of adversely and significantly impacting the functions and values of critical areas.
22. The City of Ilwaco finds that the unwise development of resource lands or areas susceptible to natural hazards may lead to inefficient use of limited public resources, jeopardize environmental resource functions and values, subject persons and property to unsafe conditions, and affect the perceived quality of life.
23. The City of Ilwaco finds that it is more costly to remedy the loss of critical area functions and values than to conserve and protect them from loss or degradation.
24. In determining what critical areas are to be afforded a particular degree of protection, the City of Ilwaco has evaluated a wide range of the best science available with respect to the critical areas to make informed decisions that meet the intent of the Growth Management Act and that are also reflective of local needs.
25. Protection standards for one critical area often provide protection for one or more critical areas.
26. Critical areas may also be protected by other actions by the City of Ilwaco, such as stormwater management standards, critical area restoration, and public education; and from other regulations, such as the Forest Practices Act, the Shoreline Management Act, and the State Environmental Policy Act.
27. The U.S. Constitution prohibits the taking of private property without just compensation.

B. WETLANDS

1. Wetlands and streams are environmentally sensitive and serve numerous natural functions and values. These functions include: wildlife and fisheries habitat; water quality protection; flood protection; shoreline stabilization; stream flow; and ground water recharge and discharge. In many situations, these functions cannot be adequately replicated or replaced.
2. The scientific literature supports in the inclusion of protective buffers for wetlands to provide sediment control and nutrient inputs to wetlands, and to protect important wetland functions.
3. Wetlands are identified and rated according to the *Washington State Wetland Identification and Delineation Manual* and *Washington State Wetland Rating System* (Eastern and Western Washington) prepared by the Washington State Department of Ecology (Ecology).
4. The scientific literature supports protective buffers ranging from 50 to 300 feet of relatively intact native vegetation to adequately protect wetland functions and values.
5. Appropriate wetland mitigation ratios – ratios of areas of wetland replacement and enhancement to that altered or destroyed – are established in *Wetland Mitigation Replacement Ratios: Defining Equivalency*, published by Ecology, 1992.
6. In determining what critical areas are to be afforded a particular degree of protection, the City of Ilwaco has evaluated a wide range of the best available science with respect to wetlands to make informed decisions that meet the intent of the GMA and that are also reflective of local needs.
7. The sources of best available science that were evaluated and included in the development of regulatory standards for wetland areas are included in Attachment C, which includes the references contained therein, represents the most comprehensive list of sources for best available science:
 - a. Best Available Science Review, City of Woodinville, Comprehensive Plan Update, Revised June 3, 2014: The Watershed Company.
 - b. Best Available Science Review, City of Newcastle, Comprehensive Plan Update, Final Revision issued in September 2014: The Watershed Company.

C. FREQUENTLY FLOODED AREAS

1. Special flood hazard areas are subject to periodic inundation that results in loss of life and property, health, and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and

impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

2. Providing protection measures for frequently flooded areas enables the City of Ilwaco to meet the requirements of the National Flood Insurance program and as an eligible community for federal flood insurance benefits.
3. These flood losses are caused by development in areas prone to inundation that increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to flood loss.
4. Floodplain and stream connectivity are major elements in maintaining healthy riparian habitat and off-channel habitats for the survival of fish species and conveyance of floodwaters. If river, floodplains, and other systems are not viewed holistically as biological, geomorphological units, this can lead to serious degradation of habitat and increase flood hazards, which in turn can contribute to listing of various fish species as threatened or endangered and result in extraordinary public expenditures for flood protection and relief.
5. In determining what critical areas are to be afforded a particular degree of protection, the City of Ilwaco has evaluated a wide range of the best available science with respect to frequently flooded areas to make informed decisions that meet the intent of the GMA and that are also reflective of local needs.
6. The sources of best available science that were evaluated and included in the development of regulatory standards for frequently flooded areas are included in Attachment C, which includes the references contained therein, represent the most comprehensive list of sources for best available science:
 - a. Best Available Science Review, City of Woodinville, Comprehensive Plan Update, Revised June 3, 2014: The Watershed Company.
 - b. Best Available Science Review, City of Newcastle, Comprehensive Plan Update, Final Revision issued in September 2014: The Watershed Company.
7. Chapter 15.16, Development in Flood Areas includes additional provisions for developing in special flood hazard areas, to minimize losses due to flood conditions by providing minimum standards for sites within flood areas, or sites that will affect identified flood hazard areas.

D. GEOLOGICALLY HAZARDOUS AREAS

1. Geologically hazardous areas are subject to periodic geological events that result in loss of life and property, health, and safety hazards, disruption of commerce and

governmental services, extraordinary public expenditures, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

2. Geologic hazards may be exacerbated by development and human activity in sensitive areas, and impacts resulting from geologic hazards may be reduced by limiting development and human activity within or adjacent to the geologic hazard.
3. Some geologic hazards may be intensified during periods of consistent or heavy rainfall that results in ground saturation or surface water drainage flows.
4. In determining what critical areas are to be afforded a particular degree of protection, the City of Ilwaco has evaluated a wide range of the best available science with respect to geologically hazardous areas to make informed decisions that meet the intent of the GMA and that are also reflective of local needs.
5. Title 14 Buildings and Construction includes additional provisions within the adopted building codes for developing in geologically hazardous areas to minimize impacts due to construction on or near these areas.
6. The sources of best available science that were evaluated and included in the development of regulatory standards for geologically hazardous areas are included in Attachment C, which includes the references contained therein, represent the most comprehensive list of sources for best available science:
 - a. Best Available Science Review, City of Woodinville, Comprehensive Plan Update, Revised June 3, 2014: The Watershed Company.
 - b. Best Available Science Review, City of Newcastle, Comprehensive Plan Update, Final Revision issued in September 2014: The Watershed Company.

E. FISH AND WILDLIFE HABITAT CONSERVATION AREAS

1. Fish and wildlife habitat conservation areas perform many important physical and biological functions that benefit the City and its residents, including but not limited to: maintaining species diversity and genetic diversity; providing opportunities for food, cover, nesting, breeding and movement for fish and wildlife; serving as areas for recreation, education and scientific study and aesthetic appreciation; helping to maintain air and water quality; controlling erosion; and providing neighborhood separation and visual diversity within the City of Ilwaco.
2. Wetlands and streams are environmentally sensitive and serve numerous natural functions and values. These functions include: wildlife and fisheries habitat; water quality protection; flood protection; shoreline stabilization; stream flow; and ground water recharge and discharge. In many situations these functions cannot be adequately replicated or replaced.

3. The scientific literature supports in the inclusion of protective buffers from streams to provide sediment control, nutrient inputs to downstream waters, large woody debris, and other functions important to riparian areas.
4. The Washington Department of Fish and Wildlife (WDFW) has prepared management recommendations for the preservation of priority habitat and species, which are based on the best available science, and include, in some instances, recommended protective buffer distances.
5. Kelp and eelgrass beds have been identified and mapped by the Washington State Department of Natural Resources (DNR) in some areas. Herring and smelt spawning times and locations are outlined in WAC 220-110-240 through 220-110-260. Locations for both may be found by referring to *Critical Spawning Habitat for Herring, Surf Smelt, Sand Lance and Rock Sole in Puget Sound, Washington: A Guide for Local Governments and Interested Citizens*, 2002, and the *Puget Sound Environmental Atlas, Volumes 1 and 2*.
6. Salmonid and anadromous fish may be more impacted by development and human activity during some times than others. Such times are referred to as "fish windows," which have been documented by WDFW.
7. DNR has classified watercourses according to two stream-typing systems based on channel width, fish use, and perennial or intermittent status.
8. In determining what critical areas are to be afforded a particular degree of protection, the City of Ilwaco has evaluated a wide range of the best available science with respect to fish and wildlife habitat conservation areas to make informed decisions that meet the intent of the GMA and that are also reflective of local needs.
9. The sources of best available science that were evaluated and included in the development of regulatory standards for fish and wildlife habitat conservation areas are included in Attachment C, which includes the references contained therein, represent the most comprehensive list of sources for best available science:
 - a. Best Available Science Review, City of Woodinville, Comprehensive Plan Update, Revised June 3, 2014: The Watershed Company.
 - b. Best Available Science Review, City of Newcastle, Comprehensive Plan Update, Final Revision issued in September 2014: The Watershed Company.

ATTACHMENTS:

Attachment A, Memorandum – Ilwaco CAO Update – Critical Aquifer Recharge Area Designation

Attachment B, Gap Analysis Report / Best Available Science

Attachment C, Critical Area Regulations

Nansen Mali
Planning Commission (Chair)

Attachment A
Memorandum – Ilwaco CAO Update – Critical Aquifer Recharge
Area Designation

MEMORANDUM



Date: November 26, 2014
To: City of Ilwaco
From: Mark Daniel, AICP, The Watershed Company
Alan Wald, LG, LHg, The Watershed Company

Subject: Ilwaco CAO Update – Critical Aquifer Recharge Area Designation

The purpose of this memo is to review the critical aquifer recharge area designation in the current draft of the critical areas ordinance (CAO) and describe recommended changes to this designation based on further investigation of local conditions.

Background

Under the Growth Management Act, local jurisdictions must designate and protect critical areas, including “critical aquifer recharge areas.” Critical aquifer recharge areas, as defined by WAC 365-190-030, are “areas with a critical recharging effect on aquifers used for potable water, including areas where an aquifer that is a source of drinking water is vulnerable to contamination that would affect the potability of the water, or is susceptible to reduced recharge.”

Current Draft CAO

In the current draft of the CAO, all land within the city was proposed for designation as a critical aquifer recharge area based on the high rate of infiltration of local soils, high water table, historical use of shallow groundwater, and potential proximity to current potable water supplies. Along with the critical aquifer recharge area designation, the current draft of the CAO proposed several development standards intended to reduce potential impacts to groundwater quality and quantity. The development standards included the requirement, under certain circumstances, for a critical area report; however, development resulting in less than five percent or 2,500 square feet (whichever is greater) net total site impervious surface area was exempt from this requirement.

Recommended Changes to the Current Draft CAO

Based on further investigation of local conditions, we believe that the city’s CAO could proceed without a critical aquifer recharge area designation or with a designation of reduced size.

The city’s CAO could proceed without a critical aquifer recharge area designation due to an apparent lack of potential effects on existing potable water supplies. The city has indicated that all city residents rely on the municipal water supply for potable water, which comes from a surface water source located outside of the city. Although wells located outside the city may be used for drinking water, such wells would be expected to be protected from contamination by the prevailing direction of groundwater flow (towards the Columbia River).

Alternatively, the size of the critical aquifer recharge designation could be reduced, based on further review of local geologic conditions, to the areal extent to alluvial materials (or about half the area within city limits). Such an approach might be appropriate if the city anticipates that local groundwater supplies could be used in the future as a source of potable water.

Attachment B
Gap Analysis Report / Best Available Science

GAP ANALYSIS REPORT

City of Ilwaco Critical Areas Ordinance

Prepared for:



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September 2014

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City of Ilwaco Critical Areas Ordinance.

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GAP ANALYSIS REPORT

CITY OF ILWACO CRITICAL AREAS ORDINANCE

1 INTRODUCTION

With passage of the Growth Management Act (GMA), local jurisdictions throughout Washington State (State), including the City of Ilwaco (City)(see Figure 1), were required to develop policies and regulations to designate and protect critical areas. Critical areas, as defined by the GMA (Revised Code of Washington [RCW] 36.70A.030(5)), include wetlands, areas with a critical recharging effect on aquifers used for potable water, fish and wildlife habitat conservation areas, frequently flooded areas, and geologically hazardous areas.

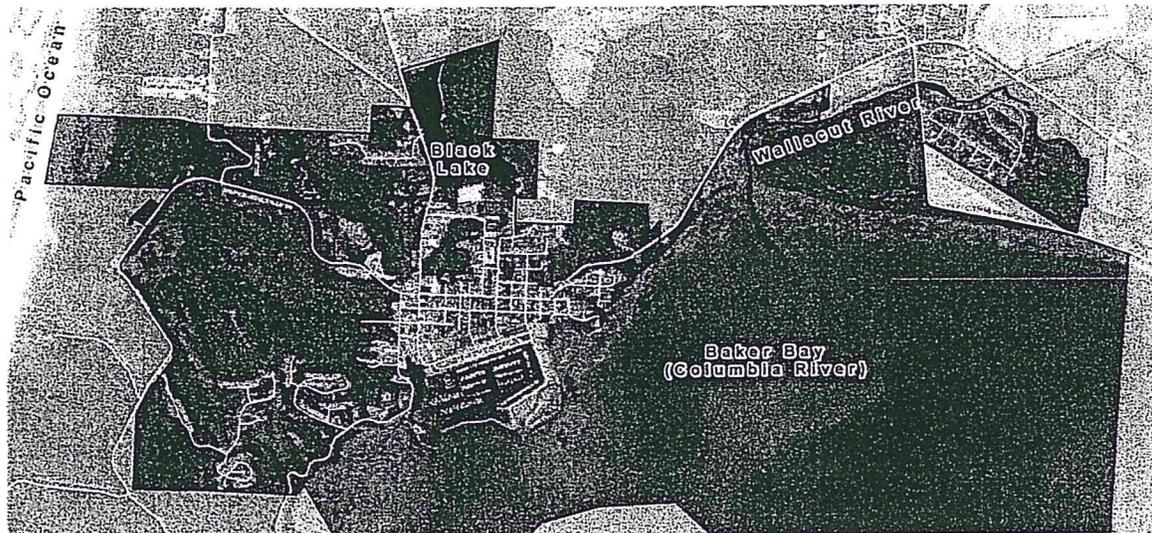


Figure 1-1. City of Ilwaco, Washington.

An ongoing requirement of the GMA is for local jurisdictions to periodically review and evaluate their adopted critical areas policies and regulations. In accordance with the GMA, the City last completed a comprehensive update of its critical areas policies and regulations in 1998. The City is now required to update its critical areas policies and regulations by January 2015.

When updating critical areas policies and regulations, jurisdictions must include the best available science (BAS). Any deviations from science-based recommendations should be identified, assessed and explained (Washington Administrative Code [WAC] 365-195-915). In addition, jurisdictions are to give special consideration to conservation or protection measures necessary to preserve or enhance anadromous fisheries.

The City's critical areas regulations are currently codified in Chapter 15.18 of the Ilwaco Municipal Code (IMC or Code). However, this Code section is brief and directs users to follow the adopted Critical Areas Ordinance (CAO) (Ordinance No. 614).

This Gap Analysis Report provides a review of the City's current CAO, noting gaps where existing regulations may not be consistent with BAS, the GMA, and/or its implementing rules. General recommendations concerning CAO organization and content are also provided. This document does not attempt to identify every instance where the existing CAO might be amended (which could make for a dense, hard-to-read document), but instead focuses on identifying more significant potential amendments. The primary intention of this gap analysis is to help guide the update of the City's CAO.

1.1 Document Organization

This document follows the same basic organizational structure as the City's existing CAO. The following ten chapters of this document address the first ten sections of the CAO and feature the same title.

All the chapters in this report feature a **CAO review summary**. This summary identifies gaps where the existing CAO may not meet BAS, the GMA, and/or its implementing rules. General recommendations concerning CAO organization and content may also be provided. To highlight findings of the CAO review summary, a summary table is provided at the beginning of each CAO review summary section (with the exemption of Chapter 3, Definitions).

Chapters 5 through 11, which directly address the various types of critical areas, also feature an existing conditions summary and a BAS summary prior to the CAO review summary.

The **existing conditions summary** provides a brief overview of the potential presence of a particular type of critical area (e.g. wetlands) in the City. Note that the preparation of this report relied on existing reference materials to ascertain the potential presence of critical areas in the City, and did not include any fieldwork to verify the presence or absence of critical areas.

The **BAS summary** identifies where applicable BAS may be reviewed and highlights the contents of specific documents. The BAS summaries frequently reference BAS reports prepared for other jurisdictions when those reports are also applicable to Ilwaco. However, other BAS sources are described as necessary to address conditions specific to Ilwaco.

2 PURPOSE (CAO SECTION 1)

This Purpose section contains introductory and background information related to the CAO. This section could be made more concise by moving some of its content to Section 3, General Requirements.

Table 2-1. Purpose section review summary.

CAO Subsection	Title	Review Comment / Recommendations ¹
1.A	Statement of Authority and Title	• Remove reference to title
1.B	Statement of Purpose	• Add "as amended" to end of purpose statement
1.C	Statement of Policy	None
1.D	Critical Area Mitigation Standards: General Provisions	• Move to Section 3, General Requirements
1.E	Mitigation Monitoring	• Move to Section 3, General Requirements • Broaden language to address more types of development actions
1.F	Land Divisions	• Move to Section 3, General Requirements
1.G	Coordination with other City Ordinances	None
1.H	Savings and Severability	None

¹ See discussion of comments/recommendations below.

2.1 CAO Review Summary

2.1.1 Statement of Authority and Title (CAO Subsection 1.A)

This subsection does not contain any information about the title. Recommend removing reference to title.

2.1.2 Statement of Purpose (CAO Subsection 1.B)

The GMA has been amended since 1990. Recommend adding "as amended" to the end of the purpose statement.

2.1.3 Critical Area Mitigation Standards: General Provisions (CAO Subsection 1.D)

The content of this subsection goes beyond purpose and concerns CAO implementation. Recommend moving subsection to Section 3, General Requirements.

2.1.4 Mitigation Monitoring (CAO Subsection 1.E)

The content of this subsection goes beyond purpose and concerns CAO implementation. Recommend moving subsection to Section 3, General Requirements.

Additionally, some of the content in this subsection focuses on subdivisions, but should address more types of development actions. Recommend broadening the language in this subsection to address more types of development actions.

2.1.5 Land Divisions (CAO Subsection 1.F)

The content of this subsection goes beyond purpose and concerns CAO implementation. Recommend moving subsection to Section 3, General Requirements.

3 DEFINITIONS (CAO SECTION 2)

3.1 CAO Review Summary

The Definitions section includes terms specific to the CAO. This section should be comprehensively revisited as the CAO is updated. In order to have development definitions in a single location, the City could consider integrating some or all of the definitions currently in the CAO into IMC 15.04.020. Regardless of where the CAO definitions are located, they should be updated as necessary to be consistent with the GMA, BAS, or other applicable sources. Also, the number of definitions may be able to be reduced. At least some of the existing definitions in the CAO duplicate terms found in IMC 15.040.020 (e.g. person), and at least some definitions appear to define commonly understood terms (e.g. native vegetation), for which a formal definition may be unnecessary.

4 GENERAL REQUIREMENTS (CAO SECTION 3)

The General Requirements section sets forth requirements that apply to critical areas in general (requirements for specific types of critical areas follow in subsequent sections of the CAO). Overall, this section could benefit from some additional detail.

Table 4-1. General Requirements section review summary.

CAO Subsection	Title	Review Comment / Recommendations¹
3.A	Applicability	None
3.B	Relationship to other Regulations	None
3.C	Designation of the Administrator	None
3.D	Delegation of Authority	<ul style="list-style-type: none"> • Consider amending provision to provide more specificity

CAO Subsection	Title	Review Comment / Recommendations ¹
3.E	General Exemptions	<ul style="list-style-type: none"> • Include introductory language • Clarify what constitutes an emergency • Recommend omitting or rewriting the modification of building exemption
3.F	Critical Areas Review Procedures	None
3.G	Appeals	None
3.H	Penalties and Enforcement	None
3.I	Nonconforming Activities	None
3.J	Variances	<ul style="list-style-type: none"> • Recommend adding language requiring a public hearing
3.K	Reasonable Use Exception	<ul style="list-style-type: none"> • Expand on applicable procedures

¹ See discussion of comments/recommendations below.

4.1 CAO Review Summary

4.1.1 Delegation of Authority (CAO Subsection 3.D)

The current CAO states: “The Administrator, the City Engineer, and any other applicable city officials may develop and implement written policies which are consistent with and effectuate the purpose of this Ordinance.” The intent of this provision could be clarified, as the development of written policies is typically a function of the Planning Commission and/or City Council. To provide more specificity, this provision might be amended to: “The Administrator and any other applicable city officials may develop and implement rules and regulations that are consistent with and effectuate the purpose of this Ordinance and prepare and require the use of such forms as necessary for its administration.”

4.1.2 General Exemptions (CAO Subsection 3.E)

This subsection should include introductory language indicating that: All exempted activities must use reasonable methods to avoid potential impacts to critical areas; that to be exempt does not give permission to degrade a critical area or ignore risk from natural hazards; and that any incidental damage to, or alteration of, a critical area that is not a necessary outcome of the exempted activity shall be restored, rehabilitated, or replaced at the responsible party’s expense.

The emergency action exemption (3.E.1) does not identify what constitutes an emergency. Clarifying what constitutes an emergency is recommended.

The modification of building exemption (3.E.4) exempts “modification of an existing building that does not expand the building footprint by more than fifteen percent....” Although this provision later exempts the replacement of manufactured homes provided that it does not “...exacerbate nonconformity

with critical area setbacks or buffer standards...,” a similar requirement to avoid critical areas encroachment does not appear to apply to the fifteen percent building footprint increase. To better align with BAS, the modification of building exemption should be omitted or rewritten to ensure any critical areas impacts are mitigated.

4.1.3 Variances (CAO Subsection 3.J)

Variances should be subject to public review through a public hearing and notice process (CTED 2007). Recommend adding language requiring a public hearing.

4.1.4 Reasonable Use Exception (CAO Subsection 3.K)

The procedures for a reasonable use exception are not specified, including who reviews the exception request. Recommend expanding on the applicable procedures.

5 WETLANDS REGULATIONS (CAO SECTION 4)

5.1 Existing Conditions

The National Wetland Inventory represents the best approximation of the extent of wetlands in the City. Based on this inventory, Ilwaco features several freshwater wetlands, particularly along the Wallacut River, Fords Dry Lake, and Black Lake. Additionally, the City features extensive estuarine wetlands along its shorelines.

5.2 BAS Summary

Wetlands naturally perform several important functions at low cost relative to engineered solutions, such as water storage, flood protection, pollutant and nutrient retention, and wildlife habitat provision (Hattermann et al. 2008). Wetland functional values are broadly grouped into three categories: 1) water quality functions, 2) flood storage or hydrologic functions, and 3) habitat functions (Sheldon et al. 2005).

An in-depth review of wetland BAS is provided in City of Newcastle Comprehensive Plan Update, Best Available Science Review (The Watershed Company 2014). Pertinent topics addressed in this document include wetland identification and classification; wetland functions; and wetland protection measures, including buffers, mitigation sequencing, and compensatory mitigation. This document covers general findings of wetland science and associated BAS-based practices. This information is broadly applicable in Washington (though the wetland rating system discussed is specific to Western Washington).

As previously mentioned, Ilwaco features extensive estuarine wetlands, which are not discussed in the above-referenced document. Estuaries form in intertidal zones where fresh water and salt water mix, sediments accumulate, and the geomorphology provides sufficient protection from destructive waves and storms. Stability of estuary environments is dependent on a balance between sediment accretion and coastal submergence. Estuary wetlands are characterized by a salinity-gradient, which ranges from 0.5 parts per thousand (ppt) to 60 ppt or more (Mitsch and Gosselink 2000; Hrubby 2014). Productivity of estuary ecosystems is dependent on nutrient availability, particularly nitrogen and phosphorus (Mitsch and Gosselink 2000). Estuarine wetland environments are highly productive and complex ecosystems, which have significant economic and environmental value (Hrubby 2014).

5.3 CAO Review Summary

The wetlands section of the CAO should be updated to be more consistent with BAS. Notable recommendations include: updating the manual used for wetland identification and delineation; updating to reflect recent changes to the wetland rating system; and providing more detailed mitigation regulations.

Table 5-1. Wetlands Regulations section review summary.

CAO Subsection	Title	Review Comment / Recommendations ¹
4.A	Purpose	<ul style="list-style-type: none"> • Recommend revising purpose statement
4.B	Identification	<ul style="list-style-type: none"> • Update to reflect WAC 173-22-035
4.C	Rating	<ul style="list-style-type: none"> • Reference latest version of rating system
4.D	Wetland buffers	<ul style="list-style-type: none"> • Update buffer width requirements • Consider removing buffer averaging provision requiring a larger buffer area • Clarify buffer condition requirements • Allow increases to the standard buffer width on a case-by-case basis
4.E	Mitigation	<ul style="list-style-type: none"> • Remove size exemptions • Expand to include details on mitigation sequencing • Update type and location of mitigation provisions to reflect BAS • Consider additional mitigation options
4.F	Processing	None
4.G	Maps and references	None

¹ See discussion of comments/recommendations below.

5.3.1 Purpose (CAO Subsection 4.A)

Revising this subsection to better align with the federal no net loss wetland policy is recommended. For example, the City might consider revising the

purpose statement to read as follows: The purpose of this section is to ensure no net loss of wetland functions and values.

5.3.2 Identification (CAO Subsection 4.B)

Currently, in provision 4.B.1, the City requires use of the Washington State Wetlands Identification and Delineation Manual (State Manual)(Ecology 1997). Under State law, the federal manual and regional supplement have replaced the State Manual (WAC 173-22-035). Updating the CAO to identify wetlands based on the federal manual and regional supplement is required to be consistent with current BAS.

The Washington State Department of Ecology (Ecology) recommends the following language for CAO updates to the wetland delineation provisions:

Identification of wetlands and delineation of their boundaries pursuant to this Chapter shall be done in accordance with the approved federal wetland delineation manual and applicable regional supplements. All areas within the City meeting the wetland designation criteria in that procedure are hereby designated critical areas and are subject to the provisions of this Chapter.

5.3.3 Rating (CAO Subsection 4.C)

This subsection currently references the 1993 version of the Washington State Wetlands Rating System for Western Washington. However, this rating system has been updated several times since 1993, most recently in June 2014. To keep City regulations in-step with BAS, this subsection should be updated to reference the latest version of the rating system. Adding the following statement at the beginning of this subsection and omitting reference to the 1993 rating system is recommended: Wetlands must be classified using the Wetland Rating System for Western Washington (Ecology publication number 14-06-019 or as revised and approved by Ecology).

5.3.4 Wetland Buffer (CAO Subsection 4.D)

The City's existing standard buffer widths in provision 4.D.1 are based on wetland category. These buffer widths are similar to Ecology's recommended buffer widths for low-impact land uses. Per Ecology, common examples of low-impact land uses include forestry, open space, unpaved trails, and utility corridors. However, because all development in the City is not low impact, buffer widths should be reviewed for consistency with current BAS recommendations. Effective wetland buffer widths vary depending on the targeted wetland functions, intensity of surrounding land use, and buffer characteristics.

Provision 4.D.2.a requires an averaged buffer to be "...at least 110 percent as large as the buffer required by this ordinance." However, if the other conditions of subsection 4.D are met, retaining a buffer area equivalent to the buffer area before averaging is sufficient, so this provision may be removed.

To better align with BAS, the CAO should also clarify buffer condition requirements. BAS buffer recommendations are based on the assumption that a buffer is well vegetated with native species appropriate to the ecoregion. If a buffer does not consist of vegetation adequate to provide the necessary protection, then either the buffer area should be planted or the buffer width should be increased. Ecology suggests the following language be added in the description of required standard buffer widths to ensure a condition that is adequate to protect the wetland resource:

The standard buffer widths assume that the buffer is vegetated with a native plant community appropriate for the ecoregion. If the existing buffer is unvegetated, sparsely vegetated, or vegetated with invasive species that do not perform needed functions, the buffer should either be planted to create the appropriate plant community or the buffer should be widened to ensure that adequate functions of the buffer are provided.

Further, the width of buffer required to adequately protect a wetland can vary greatly based on specific site conditions and surrounding lands. Accordingly, adding language such as the following would help ensure alignment with BAS: The City shall have the authority to increase the standard buffer width on a case-by-case basis when there is sound evidence that a larger buffer is required.

5.3.5 Mitigation (CAO Subsection 4.E)

Provisions 4.E.3. and 4.E.4 state that small Category II, III and IV wetlands "...shall be exempt from any mitigation requirements." However, size exemptions are not supported by current BAS. All wetlands, even relatively small and/or low-functioning wetlands, provide functions and values requiring protection and mitigation.

Additionally, to comply with the federal no-net-loss directive, mitigation sequencing requirements should be clearly stated in the code. Mitigation sequencing requires applicants to first avoid wetland impacts, then to minimize unavoidable impacts, and lastly to provide compensatory mitigation for unavoidable impacts (Ecology 2006).

The type and location of mitigation provisions should be updated to reflect BAS. Current Ecology wetland mitigation ratio recommendations can be found at the below link.

- Wetlands in Washington State Volume 2 – Protecting and Managing Wetlands, Appendix 8-C, Guidance on Buffers and Ratios – Western Washington
[http://www.ecy.wa.gov/programs/sea/wetlands/bas/vol2final/appendix%208-c_volume%202 .pdf](http://www.ecy.wa.gov/programs/sea/wetlands/bas/vol2final/appendix%208-c_volume%202.pdf)

Including mitigation options that may not be currently available in the City, such as in-lieu fee and mitigation banking, would enable use of those tools as needed in the future (Ecology 2012). The credit/debit tool is an alternative to set mitigation ratios. This tool, which is used by mitigation banks, determines acre-credits needed to compensate for impacts or debits. If the Ilwaco CAO is updated to allow mitigation requirements to be determined using the credit/debit tool, the following publication should be cited.

- Calculating Credits and Debits for Compensatory Mitigation in Wetlands of Western Washington: Final Report
<https://fortress.wa.gov/ecy/publications/publications/1006011.pdf>

6 FISHERIES HABITAT REGULATIONS (CAO SECTION 5)

This section addresses CAO Section 5, Fisheries Habitat Regulations. CAO Section 5 contains provisions related to streams. However, lakes are also addressed here as they are required to be considered for inclusion in a CAO if under 20 acres.

6.1 Existing Conditions

6.1.1 Rivers, Streams and Lakes

Ilwaco is located on the shores of Baker Bay, where the Columbia River mixes with the Pacific Ocean. The City is in the Willapa Water Resource Inventory Area (WRIA), or WRIA 24. The mouth of the Wallacut River and an unnamed tributary are mapped within the City; other small unmapped streams are likely present as well. The Washington Department of Fish and Wildlife (WDFW) SalmonScape map documents the presence of several salmonid species in Baker Bay and the Wallacut River, including coho salmon, fall chum, and winter steelhead trout.

Black Lake is over 20 acres in size and is therefore qualifies as a Shoreline of the State.

6.2 BAS Summary

Rivers, streams, and lakes and associated riparian areas support a wide diversity of aquatic and terrestrial plant and wildlife species. As described in the literature, fish and wildlife riparian habitat functions are dependent on the following factors: natural processes and disturbance events, water quality, water temperature and microclimate, bank stabilization, tributaries, invertebrates and detritus, in-stream habitat, and adjacent upland habitat.

A detailed review of BAS for fish and wildlife habitat conservation areas is provided in City of Newcastle Comprehensive Plan Update, Best Available Science Review (The Watershed Company 2014). Key topics addressed in this document include stream identification and classification; stream functions; the impacts of urbanization; and stream protection measures, including landscape-scale planning, buffer widths, and species-specific management recommendations. Other than the species-specific material, this information is broadly applicable in Washington.

6.3 CAO Review Summary

The City's stream regulations should be updated to better align with current BAS. Several considerations for updates to stream designation and buffer options are discussed below.

Table 6-1. Fisheries Habitat Regulations section review summary.

CAO Subsection	Title	Review Comment / Recommendations ¹
5.A	Purpose	None
5.B	Identification	<ul style="list-style-type: none"> • Amend artificially created structures language • Consider updating stream classification to use the Permanent Water Typing System
5.C	Protection Standards	<ul style="list-style-type: none"> • Review current buffer widths in light of current BAS standards
5.D	Maps and References	None

¹ See discussion of comments/recommendations below.

6.3.1 Identification (CAO Subsection 5.B)

The CAO states that "definitions are as identified in the water typing criteria in WAC 222-16-030; provided, however, that artificially created structures, ditches, canals, ponds, irrigation return ditches, and stormwater channels of every type shall not be considered a stream for purposes of this section." This is not aligned with BAS-based practices to protect fish. Recommend amending regulation of artificially created channels to apply protection measures where fish use is documented or reasonably presumed.

This subsection appropriately classifies or types streams as defined in WAC 222-16-030. However, the interim water typing system (Type 1-5) was replaced with the permanent water typing system (Type S, F, Np, Ns) under the current WAC 222-16-030. A conversion table for the two typing systems is provided in WAC 222-16-031.

6.3.2 Protection Standards (CAO Subsection 5.C)

Recommend reviewing stream buffer widths in light of current BAS standards. For specific stream types, Table 6-2 compares buffer widths under the CAO to the BAS-based recommendations.

Table 6-2. A comparison of current and recommended stream types and buffer widths.

Stream Type		Buffer	
Interim Water Typing	Permanent Water Typing	Ilwaco CAO	BAS-based
1	S ¹	100 feet	115 - 165 feet
2, 3	F	100 feet	100 - 165 feet
4	Np	50 feet	50 - 65 feet
5	Ns	25 feet	50 - 65 feet

¹ Type S streams are regulated as Shorelines of the State under the City's Shoreline Master Program (SMP). Under the SMP, existing conditions may warrant the use of buffers which more appropriately match the current land cover and land use conditions.

If fixed-width buffers continue to be implemented, conservative (larger) buffer widths are recommended to ensure that riparian buffers are effective under a range of variable conditions. If large standard buffers are implemented, the City may want to consider a provision by which buffer widths can be reduced when they are enhanced with native trees, shrubs and groundcover plants. Alternately, a variable-width policy may provide greater flexibility and adaptability to address site-specific conditions. The recommended BAS-based buffer width ranges listed above may be used with either approach.

7 SHELLFISH, KELP, EELGRASS, HERRING & SMELT SPAWNING AREAS (CAO SECTION 6)

Note that per the CAO, "shellfish, kelp, eelgrass, and smelt spawning critical areas are those public and private saltwater tidelands or beds that are devoted to the process of growing, farming, or cultivating shellfish, including commercial clam and oyster grounds, oyster and mussel raft areas, and recreational shellfish harvesting areas."

7.1 Existing Conditions

The Columbia River is the largest river on the West Coast of the US, draining about 260,000 square miles and extending from British Columbia to the Pacific Ocean between Oregon and Washington. The hydrology of the Columbia River Basin reflects the interaction of topography, geology, and climate. Precipitation in most of the drainage falls as snow in the Rocky Mountains and in the Cascade Range. Annual peak discharges occur in the spring (April to June), and generally result from snowmelt in the interior sub-basin. The lower basin, where precipitation generally occurs as rain, contributes to peak winter discharges (Simenstad et al. 2011).

The Columbia River Estuary in Pacific County experiences extensive mixing, depending on river flows, winds, waves, and tides. Currents through the Columbia River Estuary can be heavily influenced by fluvial forcing that is created by strong river flows and affects sediment transport and deposition rates. Extreme fluvial forcing, however, can dampen the flood tide so much that little tidal influence can be felt upstream of the mouth. During low-flow periods, tidal forcing can be strong enough to reverse flow through the river up to river mile 87 (Kukulka and Jay 2003).

The mouth of the Columbia River has three jetties (Figure 1). The primary function of jetties is to constrict flow, increase flow rate, increase bottom shear stress, and promote channel scour. Prior to the construction of the jetties, the mouth of the Columbia River was a spatially and temporally dynamic and unstable system with variations in shoaling and channel location and geometry over time making navigation through the channel challenging (Hickson and Rodolf 1951).

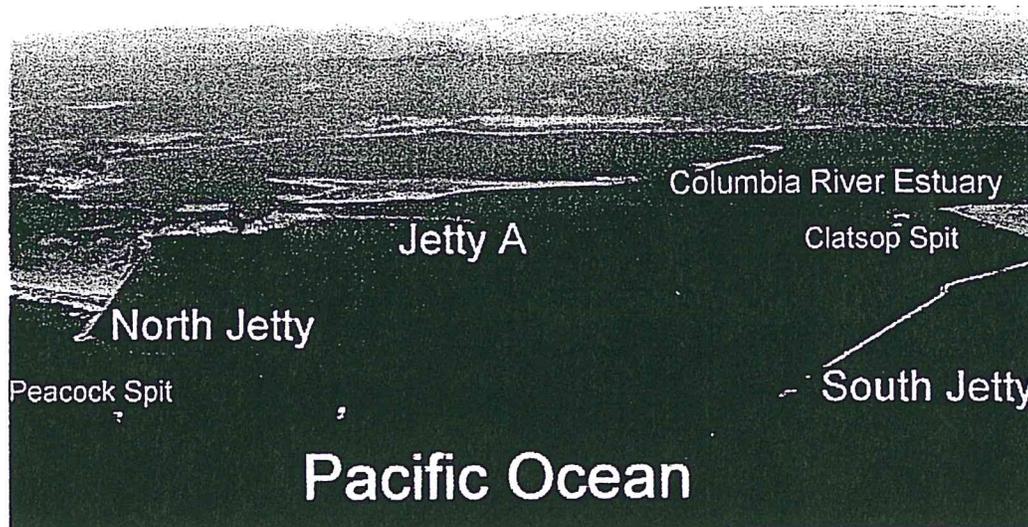


Figure 7-1. Overview of jetty locations at the mouth of the Columbia River.
Source: U.S. Army Corps of Engineers

Following jetty construction the channel was trained in one direction, the river channel adopted a more static position, and Baker Bay was cut off from flow. The construction of the jetties, land use practices, in-filling, and sedimentation have resulted in changes to the tidal prism and sedimentation patterns over time. In addition to a reduction in the tidal prism, channelization of the river with the jetties and the placement of in-stream pile dikes around Sand Island have also resulted in decreased circulation in and increased siltation of Baker Bay.

Regular maintenance dredging is required to maintain a navigation channel to locations such as the Port of Ilwaco. The Port of Ilwaco conducts regular maintenance dredging work at the Port of Ilwaco marina and marina approaches. The dredged material from the marina recently has been placed at an upland disposal site; however, the capacity of this upland disposal site has been exhausted. Alternatives under consideration include extension of the existing site and/or developing a new flow-lane placement site to accommodate maintenance dredging needs and to return accumulated sediment into the natural littoral drift system.

Dredging operations have the potential to adversely affect recruitment of marine species that support commercially and recreationally significant fisheries, notably Dungeness crab. Because of potential conflicts between dredging and fisheries, in 2002 the governors of Oregon and Washington convened the Lower Columbia Solutions Group. The group is comprised of key government, fishing

industry, and environmental stakeholders to cooperatively plan dredging projects to achieve economic and environmental objectives. In 2011, the group signed a Regional Sediment Management Plan for the Mouth of the Columbia River. The plan includes implementation of dredging projects along with funding for research and monitoring.

Flow regulation and diking in the Columbia River have eliminated or limited tidal inundation and disconnected the river from its floodplain, limiting natural disruptions that form new wetlands and create shifting mosaics of wetland habitats. Furthermore, channel dredging and flow regulation in the Columbia River have combined to consolidate the river current into a single channel and reduce flow through peripheral wetland and marsh habitats (Bottom et al. 2005). The combination of dikes and water flow regulation has contributed to a 62 percent loss in the shallow water habitat available to juvenile Chinook salmon in the lower estuary (Kukulka and Jay 2003).

Current wild populations of salmon in the Columbia River basin represent only 12 percent of their historic numbers (Bottom et al. 2005). Hatchery fish represent approximately 50 percent of all fall Chinook salmon in the entire basin, and over 85 percent of the fall Chinook salmon from the lower and middle subbasins of the watershed (Genovese and Emmett 1997). The diversity of salmon life histories, including different ocean-type Chinook salmon strategies, in the Columbia River has decreased substantially since the early 1900s (Burke 2004, Bottom et al. 2005).

Water quality monitoring from 2004 to 2007 found elevated levels of polychlorinated biphenyls (PCBs) and polycyclic aromatic hydrocarbons (PAHs) in tissues sampled from the Columbia River Estuary (Lower Columbia River Estuary Partnership 2010). The legacy pesticide dichloro-diphenyl-trichloroethane (DDT) was also identified in salmonid tissues in 2007 sampling.

Given the frequent cargo traffic and the challenging navigational conditions in the Pacific Coast and at the mouth of the Columbia River, oil spills are a potential environmental hazard in the region. The U.S. Coast Guard is responsible for oil spill response and containment to ensure that water quality impacts are minimized if and when oil spills occur.

Shorelines of Ilwaco surrounding the marina are mapped by WDFW as Estuarine Intertidal priority areas. Intertidal areas extend from the ordinary high water

mark to the extreme lower low water. Native vegetation in these areas includes eelgrass, macroalgae, and oyster reefs. Intertidal areas provide spawning and forage habitat for fish (WDFW 2008). A 2008 study conducted by NOAA found a patchy distribution of eelgrass in Baker Bay.

The Washington State Department of Health has not classified Ilwaco shorelines for commercial shellfishing purposes. The Pacific Coast shoreline is identified as a public shellfishing beach (its status is currently closed).

7.2 BAS Summary

Kelp and eelgrass are important euryhaline species that provide many functions in coastal estuaries, including providing habitat for shellfish, crabs, and spawning fish or juvenile fish and the organisms on which they feed. Estuaries containing eelgrass provide key feeding and rearing functions for juvenile salmonids (NOAA 2008).

Estuaries are sensitive to disturbances. For example, eelgrass has a relatively high light requirement and can grow in intertidal down to subtidal conditions. Eelgrass is impacted by light, turbidity, tidal and seasonal changes, temperature, salinity, wave action, and currents (NOAA 2008). Supporting sustainable estuarine ecosystems requires comprehensive understanding of natural and man-made disturbances, landscape influences, and broad-scale effects of local management decisions (Simenstad and Fresh 1995). Additionally, estuaries and estuary restoration are key to sustaining and restoring Pacific salmon populations. A landscape-scale perspective is fundamental to sustaining and restoring coastal estuaries (Simenstad and Cordell 2000).

7.3 CAO Review Summary

In brief, content from this section that the City would like to retain might be combined with other sections in the revised CAO to make for a more streamlined document.

Table 7-1. Shellfish, Kelp, Eelgrass, Herring & Smelt Spawning Areas section review summary.

CAO Subsection	Title	Review Comment / Recommendations ¹
6.A	Purpose	<ul style="list-style-type: none"> Review Purpose and Identification subsections and consider whether a separate Section 6 is necessary or if any necessary material could be combined with one or more other sections of the CAO.
6.B	Identification	<ul style="list-style-type: none"> See 6.A above
6.C	Protection standards	<ul style="list-style-type: none"> Review standards for applicability
6.D	Maps and references	None

¹ See discussion of comments/recommendations below.

7.3.1 Purpose (CAO Subsection 6.A)

Stated purpose of section and Subsection 6.B are inconsistent. Review Purpose and Identification subsections and consider whether a separate Section 6 is necessary or if any necessary material could be combined with one or more other sections of the CAO.

7.3.2 Protection standards (CAO Subsection 6.C)

Several of these standards do not appear to be applicable, such as those relating to on-site sewage systems. Recommend reviewing standards for applicability.

8 WILDLIFE HABITAT REGULATIONS (CAO SECTION 7)

8.1 Existing Conditions

The Ecology GIS map for WRIA 24 indicates that land cover in the City is comprised of urban, mixed forest, evergreen forest, and transitional areas. Additionally, aerial photographs show that urban development is relatively concentrated and surrounding intact forests provide wildlife habitat corridor connections.

Ilwaco includes habitat types that are known to be used, or could be used, by species with State or federal status, including bald eagles (Sensitive Species at the State level) and marbled murrelets (Threatened at the State and federal levels). Potential bald eagle breeding habitat exists in Ilwaco and several nest sites are mapped by WDFW in adjacent Cape Disappointment State Park. Suitable foraging perch trees are present throughout the City, particularly near open water, including streams and Black Lake. Marbled murrelets feed on fish and invertebrates in nearshore marine habitats. This species requires marine and terrestrial habitats (USFWS 1997), both of which are present in Ilwaco and the immediate vicinity.

Additionally, the Lower Columbia River and Wallacut River provide habitat for coho salmon (Threatened in the Lower Columbia at the federal level) and steelhead trout (Sensitive Species at the State level, Threatened at the federal level). These species are sensitive to water quality, water quantity, and associated food web changes (LCFRB 2010). Estuary and freshwater environments present in Ilwaco provide essential habitat for these species.

Shorebird and waterfowl concentrations are mapped by WDFW in and around Ilwaco. Intertidal estuarine communities are rich ecosystems that support unique communities or concentrations of species. WDFW identifies these concentrations as priority areas. Priority areas are characterized by foraging, haulouts, migration corridors, and regular concentrations of animal groups (WDFW 2008).

8.2 BAS Summary

As developing areas in Western Washington grow in population, and cities, suburbs, and rural areas support greater densities, natural wild areas become fewer and urban natural areas become increasingly valuable to both wildlife and humans. Recent scientific research has responded in kind, and a growing knowledge base confirms what is well captured in the statement “all urban areas have the potential to contribute to conservation of wildlife diversity” (Marzluff and Rodewald 2008).

A detailed review of fish and wildlife habitat conservation areas (FWHCAs) BAS is provided in City of Newcastle Comprehensive Plan Update, Best Available Science Review (The Watershed Company 2014). Key topics addressed in this document include FWHCA identification; stressors associated with urbanization; and potential protection measures, including landscape-scale planning, corridors and buffers. This information is generally applicable to urbanizing environments in Washington.

Due to its coastal location, Ilwaco contains a few priority species or habitats that are not present in the above-referenced BAS document. These PHS listings include marbled murrelet as well as shorebird and waterfowl concentrations.

Marbled murrelet (*Brachyramphus marmoratus*) is a seabird that lives in nearshore environments of the Pacific Coast. They live and feed in nearshore waters and nest in old-growth coniferous forests (Stauffer et al. 2004). The marbled murrelet population in the Pacific Northwest declined nearly 30 percent between 2000 and 2010 (Miller et al. 2012). Loss of nesting habitat, high adult mortality, and low reproductive success are thought to be the primary causes of the decline (Stauffer et al. 2004). Marbled murrelets spend most of their life at sea. The distance murrelets can occur inland from coastal foraging areas is dependent on

suitability of climate, availability of nesting habitat, maximum foraging range, and rates of predation. Prior radio-tag studies have documented ranges of up to 75 km (Ralph et al. 1995).

Waterfowl include geese, ducks and brant. Shorebirds include plovers, oystercatchers, avocets, stilts, sandpipers, snipes and phalaropes. Shorebirds in Washington occur as year-round residents, breeding or summer residents, spring and/or fall migrants, and over-winter migrants. Over 40 shorebird species use Washington nearshore habitats through their breeding and nonbreeding seasons. Shorebirds and waterfowl tend to aggregate in wetlands, estuaries, and beaches during non-breeding periods. These flocks are susceptible water quality degradation and habitat loss (Larsen et al. 2004).

8.3 CAO Review Summary

Table 8-1. Wildlife Habitat Regulations section review summary.

CAO Subsection	Title	Review Comment / Recommendations ¹
7.A	Purpose	None
7.B	Identification	<ul style="list-style-type: none"> • Definition of "fish and wildlife habitat conservation areas" needs updating to match GMA definition
7.C	Protection standards	<ul style="list-style-type: none"> • Add critical areas report requirements
7.D	Mitigation	None
7.E	Maps and references	None

¹ See discussion of comments/recommendations below.

8.3.1 Identification (CAO Subsection 7.B)

The CAO needs to be updated to reflect a revised version of the GMA definition of "fish and wildlife habitat conservation areas." The GMA definition now states that FWHCAs "does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of and are maintained by a port district or an irrigation district or company."

8.3.2 Protection standards (CAO Subsection 7.C)

Critical areas report requirements for habitat assessment should be added to this subsection to better reflect BAS. To comply with BAS, both local- and landscape-scale features should be considered by a qualified professional for a species of interest. At the local scale, factors such as habitat structure and composition, species features, recruitment opportunity for snags and large woody debris, and water should be managed for wildlife at present and in the future. Landscape-scale features requiring consideration in land use planning include patch size

and juxtaposition, edge, corridors and fragmentation, and proximity of critical areas.

A habitat assessment may be used to generate a habitat management plan (HMP). An HMP should require attention to the above factors in the development of management actions. Subsequently, permitted alterations are somewhat site-specific, based on the HMP. WDFW management recommendations may be useful in defining site- and species-specific performance standards. Performance standards refer to benchmarks by which the effectiveness of implemented protection actions are measured. When an HMP is required, performance standards should focus specifically on pertinent habitat components (for example, a plan that requires retained vegetation of a specific height should set a minimum height standard for retained trees). Other factors regarding habitat protection and management should be addressed in HMPs and may include mitigation sequencing, construction timing restrictions, disturbance limits, line-of-sight standards, corridor preservation, and an analysis of habitat quality and distribution in the surrounding area.

Clear and specific HMP guidance would further increase the effectiveness of this section of the CAO by providing greater and more ecologically substantiated detail in the determination of buffers, restrictions, and development standards.

9 FREQUENTLY FLOODED AREAS REGULATIONS (CAO SECTION 8)

Frequently flooded areas are important to identify and protect to limit flood hazards and to protect valuable hydrologic and habitat functions. Stream health, floodplain functions, and patterns of urban development are interrelated. Development in and upstream of frequently flooded areas can have a negative impact on floodplain functions, both to the area itself and to the receiving waterbodies. Any permitted development in frequently flooded areas should demonstrate no adverse impact to natural resources or flooding. Development upstream of frequently flooded areas should employ mechanisms that ensure that peak flows are not increased. Such measures will not only help protect the resource of frequently flooded areas, but will help protect people and structures from the hazard associated with flooding.

9.1 Existing Conditions

The Federal Emergency Management Agency (FEMA) is currently in the process of updating the flood mapping for the City (as well as for the rest of Pacific County). Preliminary Digital Flood Insurance Rate Map data suggest that the updated mapping will be significantly different from the FEMA Flood Insurance

Rate Map currently in effect. Notably, the updated mapping indicates that much of the City center will no longer be within the 100-year floodplain. Western portions of the City extend into dune environments on the outer coast. Nearshore areas (on the dunes) may be classified as velocity zones (v-zones) subject to coastal flooding and erosion during high tides and severe winter storms.

9.2 BAS Summary

Floodplains are dynamic and highly productive environments. Dynamic hydrologic processes can be critical to the maintenance of fish and wildlife habitat (Naiman and Decamps 1997; Gurnell 2005). Off-channel ponds and channels carved into floodplains provide important habitat for a variety of fish species by providing refuge from the high flows. Overbank flow serves as a short-term water storage area for streams, helping to reduce the peak flood flows downstream of the flooding location. Some of the water on the floodplain infiltrates into the soil and contributes to aquifer recharge. According to Ecology, such storage and infiltration may be a more cost-effective way to address flooding problems than other structural solutions (Ecology 1991).

Floodplain BAS is summarized in the provided City of Newcastle Comprehensive Plan Update, Best Available Science Review (The Watershed Company 2014). Key topics addressed in this document include floodplain processes, effects of development, climate change, and potential protection measures. This general information is applicable to flood hazard areas in Washington.

9.3 CAO Review Summary

The current CAO covers the BAS-based management recommendations in a basic and brief manner.

Table 9-1. Frequently Flood Areas Regulations section review summary.

CAO Subsection	Title	Review Comment / Recommendations ¹
8.A	Purpose	None
8.B	Identification	<ul style="list-style-type: none"> Update language
8.C	Protection Standards	<ul style="list-style-type: none"> Ensure protection standards reference all applicable regulatory documents

¹ See discussion of comments/recommendations below.

9.3.1 Identification (CAO Subsection 8.B)

Some of the language in this section is out-of-date. Recommend updating the language in this subsection.

9.3.2 FFA – Protection Standards (CAO Subsection 8.C)

Ensure protection standards reference all applicable regulatory documents.

10 AQUIFER RECHARGE REGULATIONS (CAO SECTION 9)

An aquifer recharge area is an area where water from rainfall, snowmelt, lakes, rivers, streams or wetlands, flows into the ground to an aquifer.

10.1 Existing Conditions

This area of the Southern Coastal geographic province, including the Long Beach Peninsula, typically has two productive aquifers: a shallow, water-table aquifer of recent beach and flood deposits over a deeper, semi-confined aquifer of old river alluvium, separated by an interbed of compact clay and fine-grained sediments (Carey and Yake 1990; Walters 1971).

The City supplies drinking water from the Indian Creek Reservoir, which is located outside City limits. Per IMC 15.76, new development in the City must hook up to the municipal water supply.

The Washington State Department of Health Source Water Assessment Program Maps (see link below) show the locations of active and inactive known potential contaminant sources, surface water intake protection areas, and wellhead protection areas. No such features are identified within the City.

- Washington State Department of Health Well Source Water Assessment Program Maps
<https://fortress.wa.gov/doh/eh/dw/swap/maps/>.

The shallow aquifer has been used for local water supplies in the past and 35 shallow wells in the Ilwaco area were sampled for water quality testing in 1969 and 1970 (Walters 1971). Ecology maintains a map of approximate well locations and associated well logs (see link below). This map indicates that wells are located within the City. The overwhelming number of well logs are for wells classified as “Decommissioned” or “Resource Protection.” A very small number of wells may be used for potable water; however, this could not be conclusively determined from the well logs.

- Washington State Department of Ecology Well Logs
<https://fortress.wa.gov/ecy/waterresources/map/WCLSSWebMap/default.aspx>

10.2 BAS Summary

The functions and values of a critical aquifer recharge area (CARA) are to provide clean drinking water and to contribute clean, cool water to streams and wetlands that support wildlife. Potential impacts to CARAs can take two forms: impacts to water quality and impacts to water quantity. Surface water and groundwater are cyclic and frequently interacting.

An in-depth review of CARA BAS is provided in City of Woodinville Comprehensive Plan Update, Best Available Science Review (The Watershed Company 2014). Key topics addressed in this document include CARA functions, potential effects of development, water quantity, water quality, aquifer susceptibility, contamination loading potential, and potential protection measures. This information covers basic principles and BAS practices applicable to all CARAs in Washington State.

10.3 CAO Review Summary

To protect CARAs, recommended BAS-based protection measures include identifying and categorizing CARAs, identifying potential sources of contamination, assessing vulnerability of water resources, imposing protections, and managing CARA withdrawals. Current management of CARAs in the City is generally in-step with BAS recommendations, though some refinements could be made.

Table 10-1. Aquifer Recharge Regulations section review summary.

CAO Subsection	Title	Review Comment / Recommendations ¹
9.A	Purpose	None
9.B	Identification	<ul style="list-style-type: none"> • Reconsider the approach to identifying to CARAs
9.C	Protection standards	<ul style="list-style-type: none"> • Consider additional shallow aquifer protection standards • Remove non-applicable provisions

¹ See discussion of comments/recommendations below.

10.3.1 Identification (CAO Subsection 9.B)

The definition of aquifer recharge areas in the existing CAO is based on soil types, although this method is limited by the general nature of soil survey classifications. The U.S. Department of Agriculture Soil Conservation Service (now Natural Resources Conservation Service) soil survey for this area notes that "great differences in soil properties can occur within short distances" within mapped units (Pringle, 1986) and that broad areas of soils shown on the general soils map may have variable slope, depth, and drainage characteristics important to aquifer recharge processes. Recommend reconsidering the approach to

identifying to CARA identification, potentially designating the entire City as a CARA.

10.3.2 Protection Standards (CAO Subsection 9.C)

Because of its unique location between the Lower Columbia River (a regional groundwater basin) and the outer coast (subject to seawater intrusion), the City could take extra steps to protect the shallow aquifer by:

1. Requiring new developments in areas of existing wells to remove any old wells using approved well abandonment methods, and
2. Requiring new wells within the City to be completed in the deeper, semi-confined aquifer where the aquifer may be better protected by the confining bed.

This subsection also includes some provisions that do not apply. The first three provisions under Residential Development Standards are intended to address development outside of urban growth areas or on-site sewage systems. Recommend removing non-applicable provisions from the CAO.

11 GEOLOGICALLY HAZARDOUS AREAS REGULATIONS (CAO SECTION 10)

According to RCW 36.70.030, “geologically hazardous areas” means areas that because of their susceptibility to erosion, sliding, earthquake, or other geological events, are not suited to the siting of commercial, residential, or industrial development consistent with public health or safety concerns. Such areas can potentially damage property and/or cause injury or death. Unlike other critical areas, where the potential impact is to a resource that is valued and being protected, with geologic hazards, the goal is to protect people and property from potential damage associated with the area.

11.1 Existing Conditions

The topography is relatively flat in the vicinity of the marina basin and the mouth of Wallacut River. Beyond those low-elevation plains, a network of steep slopes and ravines covers the City.

On a landscape scale, Ilwaco is part of the Cascade region. There are five volcanoes in this region: Mt. Adams, Mt. St. Helens, Mt. Rainier, Glacier Peak, and Mt. Baker. Of these, Mt. Rainier and Mt. St. Helens are closest to Ilwaco (approximately 110 miles and 90 miles away, respectively). Mt. Adams is also relatively close (approximately 120 miles to the east).

Shorelines of Pacific County, including Ilwaco, are vulnerable to tsunami inundation. Projected tsunami wave run-up elevations are typically much higher than land surface elevations in Ilwaco. Tsunamis can occur from either local sources like the Cascadia Subduction Zone (CSZ) or from far-field sources, such as Alaska or Chile. The recurrence interval of tsunamis is estimated at 500 to 1,000 years for a megathrust event (Jacoby et al. 1997; Satake et al. 1996). Apparently, the last known CSZ event to produce significant inundation and run-up in southwest Washington was in 1700. Far-field tsunamis have produced substantial observed run-ups in Pacific County, as well.

The Washington State Department of Natural Resources worked with the National Tsunami Hazard Mitigation Program and local officials to develop tsunami evacuation maps for the State. In addition to the delineation of tsunami evacuation limits for the State, the US Geological Survey and the Washington Military Department Emergency Management Division recently assessed variation in exposure of 24 communities along Washington’s outer coast to tsunami hazard. The report finds that Long Beach peninsula area is relatively sensitive to tsunami inundation compared to other areas on the Washington coast (The Watershed Company et al. 2014).

11.2 BAS Summary

An in-depth review of Geologically Hazardous Areas BAS is provided in City of Newcastle Comprehensive Plan Update, Best Available Science Review (The Watershed Company 2014). Key topics addressed in this document include general vulnerabilities of geologically hazardous areas by type and potential protection measures. This information is broadly applicable to all geologically hazardous areas in Washington.

11.3 CAO Review Summary

The CAO safeguards against potential hazards by emphasizing avoidance, requiring buffers, and professional design standards. While this section is generally in agreement with BAS, certain aspects could be updated.

Table 11-1. Geologically Hazardous Areas Regulations section review summary.

CAO Subsection	Title	Review Comment / Recommendations ¹
10.A	Purpose	<ul style="list-style-type: none"> Consider removing the reference to mine hazard areas (and removing the associated provisions in CAO Subsection 10.C) Reference tsunami hazards and address as appropriate
10.B	Erosion and landslide hazard areas	<ul style="list-style-type: none"> Review and update the identification criteria and tools as necessary Consider classifying erosion hazard areas and basing permitted alterations on classification

CAO Subsection	Title	Review Comment / Recommendations ¹
10.C	Mine hazard areas	• See 10.A above
10.D	Seismic hazard areas	• Update section to reference current materials

¹ See discussion of comments/recommendations below.

11.3.1 Purpose (CAO Subsection 10.A)

Consider removing the reference to mine hazard areas (and removing the associated provisions in CAO Subsection 10.C) if no such hazard areas are present in the City. Reference tsunami hazards and address as appropriate.

11.3.2 Erosion and landslide hazard areas (CAO Subsection 10.B)

The map for identifying erosion hazard areas in provision 10.B.1.a has been updated. For both erosion and landslide hazard areas, the identification criteria and tools should be reviewed and updated as necessary. Additionally, erosion hazard areas could be classified based on their potential for erosion. The City could then choose to add permitted alterations based on the erosion hazard area classification.

11.3.3 Seismic hazard areas (CAO Subsection 10.D)

Subsection includes some out-of-date references. Update section to reference current materials.

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Attachment C
Critical Area Regulations

**CITY OF ILWACO, WASHINGTON
DRAFT CRITICAL AREAS ORDINANCE
VERSION 2/12/2015**

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Section 15.18.010 General Provisions.

A. Purpose.

1. This chapter implements the goals, policies, guidelines, and requirements of the Growth Management Act, as amended, and the city's comprehensive plan.
2. The purpose of this chapter is to designate and classify ecologically sensitive and hazardous areas and to protect these areas and their functions and values, while also allowing for reasonable use of private property.
3. The city finds that the beneficial functions, structure, and values of critical areas should be protected as identified in this chapter, and further that potential dangers or public costs associated with inappropriate use of such areas should be minimized by reasonable regulation of uses within, adjacent to, or directly affecting such areas. Reasonable regulation shall be achieved by the balancing of individual and collective interests. Best available science shall be used in the administration of this chapter.

B. Relationship to Other Regulations.

1. These critical areas regulations shall apply as an overlay and in addition to zoning and other regulations adopted by the city.
2. In the event of any conflict between this chapter and any other city regulations, the regulation that provides more protection for the critical area shall apply.
3. Compliance with the provisions of this chapter does not constitute compliance with other federal, state, and local regulations and permit requirements that may be required. The applicant is responsible for complying with other requirements apart from the requirements of this chapter.

C. Interpretation. In the interpretation and application of this chapter, its provisions shall be considered to be the minimum requirements necessary, shall be liberally construed to serve the purposes of this chapter, and shall be deemed to neither limit nor repeal any other provisions under state statute.

D. Severability. If any clause, sentence, paragraph, section, or part of this chapter or the application thereof to any person or circumstances shall be judged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered. The decision shall not affect or invalidate the remainder of any part thereof and to this end the provisions of each clause, sentence, paragraph, section, or part of this law are hereby declared to be severable.

E. Applicability.

1. The provisions of this chapter shall apply to all lands, all land uses and development activities, and all structures and facilities in the city, whether or

not a permit or authorization is required, and shall apply to every person, firm, partnership, corporation, group, governmental agency, or other entity that owns, leases, or administers land within the city. No person, company, agency, or applicant shall alter a critical area or buffer except as consistent with the purposes and requirements of this chapter.

2. The city shall not approve any permit or otherwise issue any authorization to alter the condition of any land, water, or vegetation, or to construct or alter any structure or improvement in, over, or on a critical area or associated buffer, without first ensuring compliance with the requirements of this chapter.

F. Authority.

1. The city planner or his or her designee(s) shall be the administrator of this chapter and is given the authority to interpret and apply, and the responsibility to enforce, this chapter to accomplish the stated purposes.
2. The city may withhold, condition, or deny development permits or approvals to ensure that the proposed action is consistent with this chapter.
3. The city planner and other applicable city officials may develop and implement administrative rules and regulations that are consistent with and effectuate the purposes of this chapter, and prepare and require the use of such forms as necessary for its administration.

G. Fees.

1. The applicant shall be responsible for the initiation, preparation, submission, and expense of any required reports, assessments, studies, plans, and other work prepared in support of or necessary to review the application.
2. The city council may set fees by resolution for services provided by the city as required by this chapter.

H. General Critical Areas Review Procedures. Following is a general description of the general procedures for critical areas review.

1. The city planner first must determine whether the proposed activity fits within any of the exemptions or partial exemptions identified in this chapter. If the proposed activity meets any of the listed exemptions or partial exemptions, no critical area checklist or critical area report is required.
2. If the proposed activity does not fit within any of the exemptions or partial exemptions identified in this chapter, then the applicant shall submit a complete critical area checklist on a form provided by the city.
3. After receipt of a project application and a complete critical area checklist, the city planner shall conduct a site inspection to review critical area conditions on site.
4. Based on the critical areas checklist, site inspection, and other information

available pertaining to the site and proposal, the city planner shall make a determination as to whether any critical areas may be affected by the proposal.

5. If the city planner's analysis indicates that the project area is not within or adjacent to a critical area or buffer and that the proposed activity is unlikely to degrade the functions or values of a critical area or buffer, then the city planner shall conclude critical area review pursuant to this chapter and document the reasons that no further review is required in any staff report or decision on the underlying permit.
 6. If the city planner determines that there are critical areas or buffers within or adjacent to the project area, but that the proposed activity is unlikely to degrade the functions or values of the critical area or buffer, the city planner may waive the requirement for a critical area report and Critical Area Permit. A waiver may be granted if there is substantial evidence that all of the following requirements will be met. A summary of this analysis and the findings shall be included in any staff report or decision on the underlying permit.
 - a. There will be no alteration of the critical area or buffer.
 - b. The development proposal will not impact the critical area or buffer in a manner contrary to the purposes, intent, and requirements of this chapter.
 7. If the city planner determines that a critical area or buffer may be affected by the proposal, then the city planner shall notify the applicant that a critical area report must be submitted prior to further review of the project, and indicate each of the critical area types that should be addressed in the report. The city planner shall also notify the applicant that a Critical Area Permit must be obtained pursuant to IMC 15.18.010.N, Critical Area Permit.
 8. The city's determination regarding critical areas pursuant to this chapter shall be final concurrent with the final decision to approve, condition, or deny the development proposal or other activity involved.
- I. Exemptions.
1. All exempted activities shall use reasonable methods to avoid potential impacts to critical areas. To be exempt from this chapter does not give permission to degrade a critical area or ignore risk from natural hazards. Any incidental damage to, or alteration of, a critical area that is not a necessary outcome of the exempted activity shall be restored, rehabilitated, or replaced at the responsible party's expense.
 2. The following developments, activities, and associated uses shall be exempt from the provisions of this chapter, provided they are otherwise consistent with the applicable provisions of other local, state, and federal requirements:
 - a. Emergencies. Emergencies are those activities necessary to prevent an

immediate threat to public health, safety, or welfare, or that pose an immediate risk of damage to private property and that require remedial or preventative action in a timeframe too short to allow for compliance with the requirements of this chapter.

- i. Emergency actions that create an impact to a critical area or its buffer shall use reasonable methods to address the emergency; in addition, they must have the least possible impact to the critical area or its buffer.
 - ii. The person or agency undertaking such action shall notify the city planner within one working day following commencement of the emergency activity. Following such notification, the city planner shall determine if the action taken was within the scope of the emergency actions allowed in this subsection. If the city planner determines that the action taken, or any part of the action taken, was beyond the scope of an allowed emergency action, then enforcement provisions of IMC 15.18.010.T, Unauthorized Alterations and Enforcement, shall apply.
 - iii. After the emergency, the person or agency undertaking the action shall fully fund and conduct necessary restoration and/or mitigation for any impacts to the critical area and buffers resulting from the emergency action in accordance with an approved critical area report and mitigation plan. The person or agency undertaking the action shall apply for review, and the alteration, critical area report, and mitigation plan must be reviewed by the city planner. Restoration and/or mitigation activities must be initiated within one year of the date of the emergency, and completed in a timely manner.
- b. Operation, Maintenance, or Repair. Operation, maintenance, or repair of existing structures, infrastructure improvements, utilities, public or private highways and other roads, dikes, levees, drainage systems, or agricultural improvements that do not require construction permits, if the activity does not further alter or increase the impact to, or encroach further within, the critical area or buffer and there is no increased risk to life or property as a result of the proposed operation, maintenance, or repair. Operation and maintenance includes vegetation management performed in accordance with best management practices that is part of ongoing maintenance of structures, infrastructure, or utilities, provided that such management actions are part of regular and ongoing maintenance, do not expand further into the critical area, are not the result of an expansion of the structure or utility, and do not directly impact an endangered or threatened species.
 - c. 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.

- d. Forest Practices. Forest practices regulated and conducted in accordance with the provisions of Chapter 76.09 RCW and forest practices regulations, Title 222 WAC, provided that forest practice conversions are not exempt.
- e. Navigation Aids and Boundary Markers. Construction or modification of navigational aids and boundary markers.
- f. Passive Outdoor Activities. Recreation, education, and scientific research activities that do not degrade the critical area, such as fishing and hiking. Trails must be constructed pursuant to IMC 15.18.010.J.3.e, Public and Private Pedestrian Trails.

J. Partial Exemptions.

- 1. Activities allowed under this subsection are subject to review and approval by the city, but do not require submittal of a critical area checklist or critical area report. The city planner may apply conditions to the underlying permit or approval to ensure consistency with the provisions of this chapter. If no underlying permit or approval is otherwise required by the city, a Critical Areas Permit must be obtained.
- 2. Activities allowed under this subsection must be conducted using the best management practices that result in the least amount of impact to the critical area or buffer. Any incidental damage to, or alteration of, a critical area or buffer shall be restored, rehabilitated, or replaced at the responsible party's expense.
- 3. The following developments, activities, and associated uses shall be partially exempt from the provisions of this chapter, provided they are otherwise consistent with the applicable provisions of other local, state, and federal requirements:
 - a. 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:
 - i. The provisions of this chapter have been previously addressed as part of another approval;
 - ii. There have been no material changes in the potential impact to the critical area or buffer since the prior review;
 - iii. There is no new information available that is applicable to any critical area review of the site or particular critical area; and
 - iv. The permit or approval has not expired or, if no expiration date, no more than five years has elapsed since the issuance of that permit

or approval.

- b. Modification to Existing Structures. Structural modification of, addition to, or replacement of an existing legally constructed structure that does not further alter or increase the impact to the critical area or buffer and there is no increased risk to life or property as a result of the proposed modification or replacement.
- c. Activities within the Improved Right-of-Way. Replacement, modification, installation, or construction of utility facilities, lines, pipes, mains, equipment, or appurtenances, not including substations, when such facilities are located within the improved portion of the public right-of-way or a city-authorized private roadway, except those activities that alter a wetland or watercourse, such as culverts or bridges, or result in the transport of sediment or increased stormwater.
- d. Minor Utility Projects. Utility projects which have minor or short-duration impacts to critical areas, as determined by the city planner in accordance with the criteria below, and which do not significantly impact the function or values of a critical area(s), provided that such projects are constructed using best management practices and additional restoration measures are provided. Minor activities must not result in the transport of sediment or increased stormwater. Such allowed minor utility projects must meet the following criteria:
 - i. The activity involves the placement of a utility pole, street signs, anchor, vault or other small component of a utility facility; and
 - ii. There is no practical alternative to the proposed activity with less impact on critical areas
- e. Public and Private Pedestrian Trails. Public and private pedestrian trails, except in wetlands, fish and wildlife habitat conservation areas, or their buffers, subject to the following:
 - i. Critical area and/or buffer widths shall be increased, where possible, equal to the width of the trail corridor, including disturbed areas.
 - ii. Trails proposed to be located in landslide or erosion hazard areas shall be constructed in a manner that does not increase the risk of landslide or erosion and in accordance with an approved geotechnical report.
- f. Select Vegetation Removal Activities. The following vegetation removal activities, provided that no vegetation shall be removed from a critical area or its buffer without approval from the city planner:
 - i. The removal of invasive and noxious weeds designated in Chapter 17.10 RCW with hand labor and light equipment.

- ii. The enhancement of a buffer by planting indigenous vegetation.
- iii. The removal of trees or portions of trees from critical areas and buffers that are hazardous, posing a threat to public safety, or posing an imminent risk of damage to private property, provided that:
 - (a) It is demonstrated to the satisfaction of the city planner or his or her designee(s) that an imminent threat exists to public safety, or an imminent risk of damage to private or public property. Landowner shall provide to the city planner with a written statement describing the tree location, danger it poses, and proposed mitigation.
 - (b) Should the imminent threat or risk not be apparent to the city planner (as danger trees are defined in IMC 15.18.020, Definitions), the city planner may require the landowner to submit a report from a professional forester, certified arborist, or registered landscape architect that documents the hazard and provides a replanting schedule, if tree removal is proposed.
 - (c) Before a danger tree may be felled or removed, with the exception of an emergency pursuant to IMC 15.18.010.1.2.a, Emergencies, the landowner shall obtain written approval from the city planner. This approval shall be processed promptly and may not be unreasonably withheld.
 - (d) Tree cutting shall be limited to pruning and crown thinning, unless otherwise justified.
 - (e) 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 for removal that will minimize impacts.
 - (f) Trees felled as danger trees shall be counted towards any allowed vegetation clearing amounts.
 - (g) Mitigation measures are approved by the city planner, and may include, but not be limited to the following:
 - (i) Any trees that are removed must be replaced within one year with new trees at a ratio of six replacement native trees for each tree removed. Should a report be submitted under IMC 15.18.010.J.3.f.iii.(b), it shall contain recommendations for suitable replacement trees;

- (ii) Felled trees shall be left within the critical area or buffer unless a submitted report warrants its removal to avoid spreading of disease or pests;
 - (iii) The trunk of the cut tree may be segmented, but should be left in as large of segments as possible to provide habitat;
 - (iv) The branches from the cut tree may be removed to control fire hazard; and
 - (v) Additional mitigation may be required if three or more trees are to be felled on one property with a 10-year period.
- iv. Harvesting of wild crops which do not significantly affect the viability of the wild crop, the function of the critical area or its regulated buffer (does not include tilling of soil or alteration of the critical area or its regulated buffer area).
 - v. 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, 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.

K. General Critical Area Protective Measures.

1. Building Setbacks. Unless otherwise provided, buildings and other structures shall be set back a distance of 15 feet from the edges of all critical area buffers or from the edges of all critical areas if no buffers are required. The following may be allowed in the building setback area: landscaping; uncovered decks; building overhangs, if such overhangs do not extend more than 18 inches into the setback area; and impervious ground surfaces, such as driveways and patios.
2. Critical Area Signs. The boundary at the outer edge of the critical area or buffer shall be identified with temporary signs prior to any site alteration. Such temporary signs shall be replaced with permanent signs prior to occupancy or use of the site. These sign provisions may be modified or waived by the city planner based on critical area type and/or site conditions.
3. Notice on Title.
 - a. In order to inform subsequent purchasers of real property of the existence of critical areas, the owner of any property containing a critical area or buffer on which a development proposal is submitted shall file a notice with the County Recording Department according to the direction of the city. The notice shall state the presence of the critical area or buffer on the property and the fact that limitations on actions in or affecting the critical area or buffer may exist. The notice shall "run with the land."

- b. This notice on title shall not be required for a development proposal by a public agency or public or private utility:
 - i. Within a recorded easement or right-of-way;
 - ii. Where the agency or utility has the right to an easement or right-of-way; or
 - iii. On the site of a permanent public facility.
 - c. The applicant shall submit proof that the notice has been filed for public record before the city approves any site development or construction for the property or, in the case of subdivisions, short subdivisions, planned unit developments, and binding site plans, at or before recording.
4. Native Growth Protection Areas.
- a. Native growth protection areas shall be used in development proposals for subdivisions, short subdivisions, planned unit developments, and binding site plans to delineate and protect those contiguous critical areas and buffers listed below:
 - i. All landslide hazard areas and buffers;
 - ii. All wetlands and buffers;
 - iii. All habitat conservation areas; and
 - iv. All other lands to be protected from alterations as conditioned by project approval.
 - b. Native growth protection areas shall be recorded on all documents of title of record for all affected lots.
 - c. Native growth protection areas shall be designated on the face of the plat or recorded drawing in a format approved by the city attorney. The designation shall include the following restrictions:
 - i. An assurance that native vegetation will be preserved for the purpose of preventing harm to property and the environment, including, but not limited to, controlling surface water runoff and erosion, maintaining slope stability, buffering, and protecting plants, fish, and animal habitat; and
 - ii. The right of the city to enforce the terms of the restriction.
5. Critical Area Inspections. Reasonable access to the site shall be provided to the city, state, and federal agency review staff for the purpose of inspections during any proposal review, restoration, emergency action, or monitoring period.

L. Critical Area Report.

1. Minimum Report Contents. At a minimum, the report shall contain the following, as applicable:
 - a. The name and contact information of the applicant, a description of the proposal, and identification of any permits known to be required;
 - b. A site plan for the development proposal including a map to scale depicting critical areas, buffers, and the development proposal, including any areas to be cleared.
 - c. A description of the proposed stormwater management plan for the development and consideration of impacts to drainage alterations;
 - d. The dates, names, and qualifications of the persons preparing the report and documentation of any fieldwork performed on the site;
 - e. Identification and characterization of all critical areas, wetlands, waterbodies, and buffers adjacent to the proposed project area;
 - f. A statement specifying the accuracy of the report, and all assumptions made and relied upon;
 - g. An assessment of the probable cumulative impacts to critical areas resulting from the proposed development;
 - h. A description of reasonable efforts made to apply mitigation sequencing pursuant to IMC 15.18.010.M.2, Mitigation Sequencing;
 - i. Plans for adequate mitigation, as needed, to offset any impacts, in accordance with IMC 15.18.010.M.3, Mitigation Plan Requirements;
 - j. A discussion of the performance standards applicable to the critical area and proposed activities;
 - k. Financial guarantees to ensure compliance; and
 - l. Any additional information required for a specific type of critical area as indicated by this chapter.

M. Mitigation.

1. General Requirements.
 - a. The applicant shall avoid all impacts that degrade the functions and values of critical areas. Unless otherwise provided in this chapter, if alteration to a critical area is unavoidable, all adverse impacts to or from critical areas and buffers resulting from a development proposal or alteration shall be mitigated using the best available science in

accordance with an approved critical area report, so as to result in no net loss of critical area functions and values.

- b. Mitigation shall be in-kind and on-site, when possible or unless mitigation at a regional or watershed-based location provides greater environmental benefit, and sufficient to maintain the functions and values of the critical area, and to prevent risk from a hazard posed by a critical area.
 - c. Mitigation shall not be implemented until after city approval of a critical area report that includes a mitigation plan, and mitigation shall be in accordance with the provisions of the approved critical area report.
2. Mitigation Sequencing. Applicants shall demonstrate that all reasonable efforts have been examined with the intent to avoid and minimize impacts to critical areas. When an alteration to a critical area is proposed, such alteration shall be avoided, minimized, or compensated for in the below sequential order of preference. Mitigation for individual actions may include a combination of the below measures.
- a. Avoiding the impact altogether by not taking a certain action or parts of an action;
 - b. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps, such as project redesign, relocation, or timing, to avoid or reduce impacts;
 - c. Rectifying the impact to wetlands, frequently flooded areas, and habitat conservation areas by repairing, rehabilitating, or restoring the affected environment to the historical conditions or the conditions existing at the time of the initiation of the project;
 - d. Minimizing or eliminating the hazard by restoring or stabilizing the hazard area through engineered or other methods;
 - e. Reducing or eliminating the impact or hazard over time by preservation and maintenance operations during the life of the action;
 - f. Compensating for the impact to wetlands, frequently flooded areas, and habitat conservation areas by replacing, enhancing, or providing substitute resources or environments; and
 - g. Monitoring the hazard or other required mitigation and taking remedial action when necessary.
3. Mitigation Plan Requirements. When mitigation is required, the applicant shall submit for approval a mitigation plan as part of the critical area report. The mitigation plan shall include:
- a. A description of the anticipated impacts to critical areas and the

mitigating actions proposed, including compensation goals and objectives, mitigation site selection, and dates for beginning and completion of site compensation construction activities. The goals and objectives shall be related to the functions and values of the impacted critical area.

- b. The mitigation plan shall include performance standards for evaluating whether or not the goals and objectives of the mitigation project have been successfully attained and whether or not the requirements of this chapter have been met.
 - c. Detailed construction plans.
 - d. The mitigation plan shall include a program for monitoring construction of the compensation project and for assessing a completed project. A protocol shall be included outlining the schedule for site monitoring and how the monitoring data will be evaluated to determine if the performance standards are being met. A monitoring report shall be submitted as needed to document milestones, successes, problems, and contingency actions of the compensation project. The compensation project shall be monitored for a period necessary to establish that performance standards have been met, but not for a period less than five years.
 - e. The mitigation plan shall include a contingency plan, identifying potential courses of action and corrective measures to be taken if monitoring or evaluation indicates project performance standards are not being met.
 - f. The mitigation plan shall include financial guarantees, if necessary, to ensure that the mitigation plan is fully implemented. Financial guarantees ensuring fulfillment of the compensation project, monitoring program, and any contingency measures shall be posted in accordance with IMC 15.02.030, Applicability. In the event that a permit applicant does not provide adequate security for the mitigation required as a condition of its approval, then the city planner shall have the discretion of requiring that the mitigation be completed prior to the issuance of the final approval.
4. Innovative Mitigation. The city may encourage, facilitate, and approve innovative mitigation projects that are based on the best available science.

N. Critical Areas Permit.

- 1. All developments and uses that may affect a critical area or its buffer and are not exempt or partially exempt under this chapter shall require a Critical Areas Permit.
- 2. Any person seeking to determine whether a proposed activity or area is subject to this chapter may request in writing, at a fee set by the city council, a formal Determination of Applicability from the city planner. Such a request for

determination shall contain plans, data, and other information as may be specified by the city planner.

3. Any person intending to apply for a Critical Areas Permit is strongly encouraged, but not required, to meet with the city planner at the earliest possible stage of project planning in order to discuss the potential impacts of this chapter on the development proposal. Efforts put into pre-application consultations and planning will help applicants create projects that will be more quickly and easily processed.
4. Project proponents shall submit an application for a Critical Areas Permit, on a form established by city planner. The form may include requests for information to facilitate compliance with this chapter. The original and nine copies of the application shall be submitted. Copies of the accepted application will be forwarded to appropriate agencies and local tribes for review.
5. The city planner will review the application for a Critical Areas Permit and make a determination of completeness pursuant to IMC 15.08.070, Determination of completeness.
 - a. An application for an Critical Areas Permit shall not be considered complete until it includes all special studies, plans, or other information required by this chapter.
 - b. An application for a Critical Areas Permit shall not be considered complete until it has complied with all procedural requirements of Chapter 43.21c RCW, the State Environmental Policy Act (SEPA) and administrative regulations adopted to implement SEPA.
6. Upon acceptance of an application by the city planner, a notice of application shall be posted by the applicant on the property or principal entry point to the property from the nearest public right-of-way upon which the proposed development is located, using a stencil form provided by the city on a waterproof sign. Said sign shall be located so that it is visible from the abutting road. When more than one road abuts the property, then the sign shall be visible from the road having the greatest traffic volume. Signs shall be of a size determined by the city planner. Said sign shall be maintained by the applicant until action is taken on the application, when it shall be promptly removed by the applicant.
7. Distribution by City Planner.
 - a. In addition to the above city departments, the city planner shall provide, on a timely basis, a copy of the development proposal to all agencies of jurisdiction and affected tribes, as required by Chapter 43.21c RCW, the State Environmental Policy Act (SEPA).
 - b. All Critical Areas Permit applications shall be forwarded for review to the Olympic Region Clean Air Agency (ORCAA) unless the city planner makes written findings that the proposed development is unlikely to

result in any direct or indirect impacts on air quality. Development shall be consistent with all applicable ORCAA standards.

8. Within 14 calendar days of receiving a permit application, the following actions shall occur, as applicable:
 - a. The city planner shall notify the applicant that the proposal does or does not conform to the standards of this chapter.
 - b. The city engineer shall, in such manner deemed appropriate, establish the adequacy of legal descriptions of the subject property.
 - c. The city engineer shall notify the city planner that proposed roads, utilities, drainage facilities, or other improvements can or cannot conform to city development standards and state laws under the city engineer's authority.
 - d. The health director/city engineer shall notify the city planner that the proposed method of waste disposal and proposed system of water supply can or cannot conform to adopted development standards, including the health code and state laws under the health director's/city engineer's authority.
 - e. The city fire chief shall notify the city planner that the development can or cannot conform to adopted fire safety standards.
 - f. The city building official shall notify the city planner that the development can or cannot conform to adopted building safety standards.
9. Approval.
 - a. All development requiring a Critical Areas Permit may be processed through Administrative Review procedures. Decisions of the city planner shall be appealable to city council pursuant to IMC 15.08.150.B.
 - i. The city planner shall make findings based upon the review and recommendations of city departments, other agencies, affected tribes, and any public comments received. Such findings and conclusions shall also set forth the manner by which the decision would carry out and conform to the goals of RCW 36.70A, other adopted city policies, objectives and regulations and this chapter.
 - ii. A decision on the application may be to grant, deny, or grant with such conditions, modifications and restrictions as the city planner finds necessary to ensure that the proposed development is compatible with the natural environment, and is in compliance with the goals of RCW 36.70A, the Growth Management Act, Shoreline Master Program, State Environmental Policy Act, the standards of this chapter, and other city codes and ordinances found applicable. Examples of the kinds of conditions, modifications and

restrictions which may be imposed include, but are not limited to, additional setbacks, screenings in the form of fencing or landscaping, storm drainage facilities, restrictive covenants, easements, dedications of additional rights-of-way, performance bonds and measures to mitigate identified adverse environmental impacts associated with the proposed action.

- b. Public Review procedures shall be followed if the city planner determines, based on the nature and complexity of the project, that the Public Review procedure should be conducted. When Public Review procedures are followed, the final approval authority shall be the city council.
 - i. If a determination is made that a Public Review is necessary, a public hearing shall be held pursuant to IMC 15.08.110.

O. Variances.

- 1. Variances from the standards of this chapter may be authorized by the city in accordance with Chapter 15.52, Variances.
- 2. In granting any variance, the city may prescribe such conditions and safeguards as are necessary to secure adequate protection of critical areas from adverse impacts, and to ensure conformity with this chapter.

P. Exceptions.

- 1. Reasonable Use Exception.
 - a. If the application of this chapter would deny all reasonable economic use of a subject property, the city may determine if compensation is an appropriate action, or the property owner may apply for an exception pursuant to this subsection.
 - b. An application for a reasonable use exception shall be made to the city and shall include a critical area checklist; critical area report, including mitigation plan, if necessary; and any other related project documents. The city planner shall prepare a recommendation to the city council based on review of the submitted information, a site inspection, and the proposal's ability to comply with the criteria in IMC 15.18.010.P.1.d.
 - c. The city council shall review the application and conduct a public hearing pursuant to the provisions of Chapter 15.08, Administration of Development Regulations. The city council shall approve, approve with conditions, or deny the request based on the proposal's ability to comply with the criteria in IMC 15.18.010.P.1.d.
 - d. Criteria for review and approval of reasonable use exceptions follow:
 - i. The application of this chapter would deny all reasonable economic use of the property;

- ii. No other reasonable economic use of the property has less impact on the critical area;
 - iii. The proposed impact to the critical area is the minimum necessary to allow for reasonable economic use of the property;
 - iv. The inability of the applicant to derive reasonable economic use of the property is not the result of actions by the applicant after the effective date of this chapter, or its predecessor;
 - v. The proposal does not pose an unreasonable threat to the public health, safety, or welfare on or off the development proposal site;
 - vi. The proposal will result in no net loss of critical area functions and values consistent with the best available science; or
 - vii. The proposal is consistent with other applicable regulations and standards.
- e. The burden of proof shall be on the applicant to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.

2. Public Agency and Utility Exception.

- a. If the application of this chapter would prohibit a development proposal by a public agency or public utility, the agency or utility may apply for an exception pursuant to this subsection.
- b. An application for a public agency and utility exception shall be made to the city and shall include a critical area checklist; critical area report, including mitigation plan, if necessary; and any other related project documents. The city planner shall prepare a recommendation to the city council based on review of the submitted information, a site inspection, and the proposal's ability to comply with the criteria in IMC 15.18.010.P.2.d.
- c. The city council shall review the application and city planner's recommendation, and conduct a public hearing pursuant to the provisions of the Chapter 15.08, Administration of Development Regulations. The city council shall approve, approve with conditions, or deny the request based on the proposal's ability to comply with the criteria in IMC 15.18.010.P.2.d.
- d. The criteria for review and approval of public agency and utility exceptions follow:
 - i. There is no other practical alternative to the proposed development with less impact on the critical areas;

- ii. The application of this chapter would unreasonably restrict the ability to provide utility or other public services to the public;
 - iii. The proposal does not pose an unreasonable threat to the public health, safety, or welfare on or off the development proposal site;
 - iv. The proposal attempts to protect and mitigate impacts to the critical area functions and values consistent with the best available science; and
 - v. The proposal is consistent with other applicable regulations and standards.
- e. The burden of proof shall be on the applicant to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.

Q. Nonconforming Uses and Structures.

1. Nonconforming uses and structures shall be subject to IMC 15.54, Nonconforming uses and structures, and the following provision. In the event of any conflict, the following provision shall apply.
2. Expansion of an existing non-conforming use or structure into the buffer and associated building setback of a fish and wildlife habitat conservation area or wetland may be allowed pursuant to a Critical Areas Permit, where expansion outside of the buffer and associated building setback is not feasible and where the purpose of the expansion is to serve a function that is an essential component of the use or structure. Expansion into an actual critical area is prohibited. Decreasing the distance between the critical area and the existing use or structure requires a variance as prescribed under IMC 15.18.010.O. Any expansion must comply with all other applicable requirements of the city code.
 - a. For purposes of this provision, expansion outside of the buffer and associated building setback shall be considered not feasible only when, considering the function to be served by the expansion and the existing structure or use's layout and infrastructure (e.g. plumbing, drainage and electrical systems):
 - i. Expansion away from the buffer and associated building setback within the buildable area of the site will not realize the intended functions of the expansion; and
 - ii. Expansion away from the buffer and associated building setback, including into non-critical area setbacks, will not realize the intended functions of the expansion; and
 - iii. Expansion upwards to the maximum building height of the underlying land use district, within the existing footprint, or together with expansions permitted under IMC 15.18.010.Q.2.a

and b, will not realize the intended functions of the expansion.

- b. Where allowed, expansions into the buffer and associated building setback shall be limited as follows:
 - i. The expansion shall be along or behind the existing building line parallel to the edge of the critical area, unless such expansion is not feasible. When such expansion is not feasible expansion may only encroach further into the buffer or associated building setback subject to a variance as prescribed under IMC 15.18.010.O.
 - ii. Expansions shall be the minimum necessary to achieve the intended functions of the expansion, but in no event may the footprint expansion within the buffer and associated building setback exceed 1,000 square feet over the life of the structure.
 - iii. Areas of new permanent disturbance and all areas of temporary disturbance within the buffer shall be mitigated and/or restored pursuant to a mitigation plan.

R. Temporary Uses. The city planner may authorize by administrative decision temporary uses pursuant to the terms and conditions of this subsection.

- 1. This subsection provides a process for authorizing certain uses or activities of a nonpermanent nature for a limited duration.
- 2. The application shall contain those requirements the city planner deems appropriate based on the duration of the use and its potential for environmental impact.
- 3. The review process for a "Certificate of Temporary Use" shall be subject to administrative review consistent with IMC 15.18.010.H, General Critical Area Review Procedures; provided that the city planner may waive any or all of this review process for uses that do not pose a potential for environmental impact.
- 4. Temporary uses shall be consistent with all standards set forth in this chapter. For any temporary use, the city shall impose such other reasonable conditions as may be found necessary to ensure that the activity or use is not incompatible with surrounding conforming uses and will not result in a potential environmental impact.
- 5. A Certificate of Temporary Use shall expire according to the terms set forth in the approval.

S. Appeals. Any decision to approve, condition, or deny a development proposal or other activity based on the requirements of this chapter may be appealed according to the appeal procedures in IMC Chapter 15.08.

T. Unauthorized Alterations and Enforcement.

1. When a critical area or its buffer has been altered in violation of this chapter, the city shall have the authority to issue a stop work order to cease all ongoing development work, and order restoration, rehabilitation, or replacement measures at the owner's or other responsible party's expense to compensate for violation of provisions of this chapter. No permit or approval for development of the property shall be authorized or granted for a period of up to three years from completion of restoration as determined by the city planner. In the event of intentional or knowing violation of this chapter, the city may bring an action against the owner of the land and/or the operator who committed the violation.
2. Restoration Plan.
 - a. All development work shall remain stopped until a restoration plan is prepared at the applicant's cost and approved by the city planner. The city planner may approve, reject or approve the plan with conditions. All restoration shall be consistent with the approved restoration plan.
 - i. The plan shall be prepared by a qualified professional using the best available science.
 - ii. In preparing and approving the restoration plan, the applicant and the city, respectively, should consult with the Department of Fish and Wildlife, Department of Natural Resources, and the Department of Ecology, as appropriate.
 - iii. The city planner may, at the violator's expense, seek expert advice in determining the adequacy of the plan. Inadequate plans shall be returned to the applicant or violator for revision and resubmittal.
 - b. Restoration Plan Contents.
 - i. A site plan depicting site characteristics prior to disturbance; the extent of disturbance, or permitted action requiring mitigation, including an inventory of all vegetation cleared shall be shown; and
 - ii. A site plan depicting the specific location of all proposed restoration measures. Those measures shall include:
 - (a) Measures necessary to restore the critical areas or their buffers, including, but not limited to, removal of fill, regrading to original contours, replacement of excavated material, revegetation of all cleared areas with native trees and/or plants and removal of structures; or
 - (b) Location of the proposed mitigation action, ownership, and methods to recreate, as nearly as possible, the original wetlands or vegetation area in terms of acreage function, geographic location and setting.

- iii. A schedule for restoration; and
 - iv. A monitoring plan to evaluate periodically the success of the restoration and provide for amendments to the plan which may become necessary to achieve its purpose.
4. In any designated critical area where restoration has been required, the applicant, at its own cost, shall provide for seasonal monitoring of the site by a qualified biologist or other qualified professional, for a period of at least three years after completion. The applicant shall submit an annual report to the city planner that discusses:
- i. The condition of introduced or reintroduced plant species;
 - ii. The condition of open water areas or other water features;
 - iii. Use of the site by fish and wildlife species;
 - iv. Any disturbances or alterations and their effects on the restoration;
 - v. Additional or corrective measures which should be taken to ensure the success of the restoration; and
 - vi. Other information that the city planner considers necessary to assess the status of the restoration.
5. Prior to commencing restoration, the applicant shall post with the city a bond or other security in an amount sufficient to cover the cost of conformance with the conditions of the restoration plan, including corrective work necessary to provide adequate drainage, stabilize and restore disturbed areas, and remove sources of hazard associated with work that is not completed. After the city planner determines that restoration has been completed in compliance with approved plans and the monitoring period has expired, the bond or other security shall be released. The city may collect against the bond when work that is not completed is found to be in violation of the conditions set forth in the restoration plan and/or the city planner determines that the site is in violation of the purposes of this chapter.

Section 15.18.020 Definitions.

“Best available science” means current scientific information used in the process to designate, protect, or restore critical areas, that is, derived from a valid scientific process as defined by WAC 365-195-900 through 925.

“Best management practices” (BMPs) means conservation practices or systems of practices and management measures that:

- 1. Control soil loss and reduce water quality degradation caused by high concentrations of nutrients, animal waste, toxics, and sediment;

2. Minimize adverse impacts to surface water and groundwater flow and circulation patterns and to the chemical, physical, and biological characteristics of wetlands;
3. Protect trees and vegetation designated to be retained during and following site construction and use native plant species appropriate to the site for re-vegetation of disturbed areas; and
4. Provide standards for proper use of chemical herbicides within critical areas.

“Buffer” means an area that is contiguous to and protects a critical area which is required for the continued maintenance, functioning, and/or structural stability of a critical area.

“Critical areas” means any of the following areas or ecosystems: fish and wildlife habitat conservation areas, geologically hazardous areas, frequently flooded areas, and wetlands, as defined in RCW 36.70A and this chapter.

“Danger tree” means a tree with a high probability of falling due to a debilitating disease, a structural defect, a root mass more than 50 percent exposed, or having been exposed to wind throw with the past 10 years, and where there is a residence or residential accessory structure within a tree length and a half from the base of the trunk, or where the top of a bluff or steep slope is endangered. Where not immediately apparent to the review authority, the danger tree determination shall be made after a review of a report prepared by an arborist or forester.

“Fish and wildlife habitat conservation areas” are areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the likelihood that the species will persist over the long term. These areas may include, but are not limited to, rare or vulnerable ecological systems, communities, and habitat or habitat elements including seasonal ranges, breeding habitat, winter range, and movement corridors; and areas with high relative population density or species richness. The city may also designate locally important habitats and species. Fish and wildlife habitat conservation areas does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of and are maintained by a port district or an irrigation district or company.

“Frequently flooded areas” means lands in the floodplain subject to at least a one percent or greater chance of flooding in any given year, or within areas subject to flooding due to high groundwater. These areas include, but are not limited to, streams, rivers, lakes, coastal areas, wetlands, and areas where high groundwater forms ponds on the ground surface.

“Functions and values” means the services provided by critical areas to society, including, but not limited to, improving and maintaining water quality, providing fish and wildlife habitat, supporting terrestrial and aquatic food chains, reducing flooding and erosive flows, wave attenuation, historical or archaeological importance, educational opportunities, and recreation.

"Geologically hazardous areas" means areas that because of their susceptibility to erosion, sliding, earthquake, or other geological events, are not suited to siting commercial, residential, or industrial development consistent with public health or safety concerns.

"Practical alternative" means an alternative that is available and capable of being carried out after taking into consideration cost, existing technology, and logistics in light of overall project purposes, with less of an impact to critical areas.

"Project area" are all areas, including those within 50 feet of the area, proposed to be disturbed, altered, or used by the proposed activity or the construction of any proposed structures. When the action binds the land, such as a subdivision, short subdivision, binding site plan, planned unit development, or rezone, the project area shall include the entire parcel, at a minimum.

"Repair" or "maintenance" means an activity that restores the character, scope, size, and design of a serviceable area, structure, or land use to its previously authorized and undamaged condition. Activities that change the character, size, or scope of a project beyond the original design and drain, dredge, fill, flood, or otherwise alter critical areas are not included in this definition.

"Significant tree" means an evergreen tree 10 inches in diameter or greater, or a deciduous tree 12 inches in diameter or greater, measured four and one-half feet above existing grade.

"Qualified professional" means a person with experience and training in the pertinent scientific discipline, and who is a qualified scientific expert with expertise appropriate for the relevant critical area subject in accordance with WAC 365-195-905(4). A qualified professional must have obtained a B.S. or B.A. or equivalent degree in biology, engineering, environmental studies, fisheries, geomorphology, or related field, and two years of related work experience.

1. A qualified professional for habitats or wetlands must have a degree in biology and professional experience related to the subject species.
2. A qualified professional for a geological hazard must be a professional engineer or geologist, licensed in the state of Washington.

"Wetland" or "wetlands" means areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from nonwetland areas to mitigate conversion of wetlands.

"Wetland mosaic" means an area with a concentration of multiple small wetlands, in which each patch of wetland is less than one acre; on average, patches are less than

100 feet from each other; and areas delineated as vegetated wetland are more than 50 percent of the total area of the entire mosaic, including uplands and open water.

Section 15.18.030 Wetlands.

A. Purpose.

1. The purpose of this chapter is to recognize and protect the beneficial functions performed by wetlands.
2. This chapter regulates land use to avoid adverse effects on wetlands and maintain the functions and values of wetlands throughout the city.
3. This chapter establishes review procedures for development proposals in and adjacent to wetlands.

B. Identification and Rating.

1. Identification of wetlands and delineation of their boundaries pursuant to this chapter shall be done by a qualified professional in accordance with the approved federal wetland delineation manual and applicable regional supplements. All areas within the city meeting the wetland designation criteria in that procedure are designated critical areas and are subject to this chapter.
2. If the city has reason to believe that a wetland may exist within 315 feet of a proposed development activity, a written determination by a qualified professional, in accordance with the methods in IMC 15.18.030.B.1, regarding the existence or nonexistence of wetlands within 315 feet of the proposed development activity must be submitted.
3. If it is determined under IMC 15.18.030.B.2 that wetlands exist, a wetland delineation must be obtained when an activity regulated under this chapter is proposed within 315 feet of the wetland boundary. A written wetland report shall be prepared by a qualified professional pursuant IMC 15.18.030.H, Critical Area Report for Wetlands. Wetland delineations are valid for five years; after such date, the city shall determine whether a revision or additional assessment is necessary.
4. Rating. Wetlands shall be rated according to the Washington Department of Ecology wetland rating system, as set forth in the Washington State Wetland Rating System for Western Washington (Ecology Publication #04-06-029, or as revised and approved by Ecology).
5. Illegal modifications. Wetland rating categories shall not change due to illegal modifications made by the applicant or with the applicant's knowledge.

C. Regulated Activities.

1. The following activities are regulated if they occur in a regulated wetland or its buffer:

- a. The removal, excavation, grading, or dredging of soil, sand, gravel, minerals, organic matter, or material of any kind.
 - b. The dumping of, discharging of, or filling with any material.
 - c. The draining, flooding, or disturbing of the water level or water table.
 - d. Pile driving.
 - e. The placing of obstructions.
 - f. The construction, reconstruction, demolition, or expansion of any structure.
 - g. The destruction or alteration of wetland vegetation through clearing, harvesting, shading, intentional burning, or planting of vegetation that would alter the character of a regulated wetland.
 - h. "Class IV - General Forest Practices" under the authority of the "1992 Washington State Forest Practices Act Rules and Regulations," WAC 222- 12-030, or as thereafter amended.
 - i. Activities that result in:
 - i. A significant change of water temperature.
 - ii. A significant change of physical or chemical characteristics of the sources of water to the wetland.
 - iii. A significant change in the quantity, timing, or duration of the water entering the wetland.
 - iv. The introduction of pollutants.
2. Subdivisions. The subdivision and/or short subdivision of land in wetlands and associated buffers are subject to the following:
- a. Land that is located wholly within a wetland or its buffer may not be subdivided.
 - b. Land that is located partially within a wetland or its buffer may be subdivided provided that an accessible and contiguous portion of each new lot is:
 - i. Located outside of the wetland and its buffer; and
 - ii. Meets the minimum lot size requirements of IMC Title 15, Part 3, Zoning.

D. Exempt Wetlands.

1. The following wetlands are exempt from the buffer provisions contained in this chapter and the normal mitigation sequencing process in IMC 15.18.010.M.2, Mitigation Sequencing. They may be filled if impacts are fully mitigated based on provisions in IMC 15.18.030.I, Compensatory Mitigation. If available, impacts should be mitigated through the purchase of credits from an in-lieu fee program or mitigation bank, consistent with the terms and conditions of the program or bank. In order to verify the following conditions, a critical area report for wetlands meeting the requirements in IMC 15.18.030.H, Critical Area Report for Wetlands, must be submitted.
 - a. All isolated Category III and IV wetlands less than 1,000 square feet that:
 - i. Are not associated with riparian areas or buffers.
 - ii. Are not part of a wetland mosaic.
 - iii. Do not contain habitat identified as essential for local populations of priority species identified by the Washington Department of Fish and Wildlife or species of local importance.
- E. Partial Exemptions for Wetlands and Wetland Buffers. In addition to the partial exemptions identified in IMC 15.18.010.E, Partial Exemptions, the activities listed below are allowed in wetlands and wetland buffers and do not require submission of a critical area report or a Critical Area Permit, except where such activities would result in a loss of the functions and values of a wetland or wetland buffer.
 1. Conservation or preservation of soil, water, vegetation, fish, shellfish, and/or other wildlife that does not entail changing the structure or functions of the existing wetland.
 2. The harvesting of wild crops in a manner that is not injurious to natural reproduction of such crops and provided the harvesting does not require tilling of soil, planting of crops, chemical applications, or alteration of the wetland by changing existing topography, water conditions, or water sources.
 3. Drilling for utilities/utility corridors under a wetland or buffer, with entrance/exit portals located completely outside of the wetland buffer, provided that the drilling does not interrupt the groundwater connection to the wetland or percolation of surface water down through the soil column. Specific studies by a hydrologist are necessary to determine whether the groundwater connection to the wetland or percolation of surface water down through the soil column will be disturbed.
 4. Enhancement of a wetland through the removal of non-native invasive plant species. Removal of invasive plant species shall be restricted to hand removal unless permits from the appropriate regulatory agencies have been obtained for approved biological or chemical treatments. All removed plant material shall be taken away from the site and appropriately disposed of. Plants that appear on the Washington State Noxious Weed Control Board list of noxious weeds must be handled and disposed of according to a noxious

weed control plan appropriate to that species. Re-vegetation with appropriate native species at natural densities is allowed in conjunction with removal of invasive plant species.

F. Additional Partial Exemptions for Wetland Buffers. In addition to the activities identified in IMC 15.18.030.E, Partial Exemptions for Wetlands and Wetland Buffers, the following uses may be allowed within a wetland buffer, but not within a wetland, in accordance with the review procedures of this chapter, provided they are conducted in a manner so as to minimize impacts to the buffer and adjacent wetland:

1. Passive recreation facilities designed and in accordance with an approved critical area report, including:
 - a. Walkways and trails, provided that pathways are limited to minor crossings having no adverse impact on water quality. They should be generally parallel to the perimeter of the wetland, located only in the outer 25 percent of the wetland buffer area, and located to avoid removal of significant trees. They should be limited to pervious surfaces no more than five feet in width for pedestrian use only. Raised boardwalks with non-treated pilings may be acceptable.
 - b. Wildlife-viewing structures.
2. Stormwater management facilities, limited to stormwater dispersion outfalls and bioswales. They may be allowed within the outer 25 percent of the buffer of Category III or IV wetlands only, provided that:
 - a. No other location is feasible; and
 - b. The location of such facilities will not degrade the functions or values of the wetland.

G. Wetland Buffers.

1. Buffer Requirements. Wetland buffer zones shall be required for all regulated activities adjacent to regulated wetlands.
2. Standard Buffer Widths. The standard buffer widths in the table below have been established in accordance with the best available science. They are based on the category of wetland, the intensity of the adjacent land use, and the habitat score as determined by a qualified wetland professional using the Washington State Wetland Rating System for Western Washington.
 - a. In determining wetland buffer widths, land use intensity shall be defined as follows:
 - i. High-intensity land uses include commercial, institutional, dense residential (>1 unit/acre), and high-intensity recreation, such as ball fields.

- ii. Moderate-intensity land uses include residential (≤ 1 unit/acre), moderate-intensity open space, paved trails, and maintained utility corridors.
 - iii. Low-intensity uses include forestry, open space, unpaved trails, and low-maintenance utility corridors.
- b. The standard buffer widths assume that the buffer is vegetated with a native plant community appropriate for the ecoregion. If the existing buffer is unvegetated, sparsely vegetated, or vegetated with invasive species that do not perform needed functions, the buffer should either be planted to create the appropriate plant community or the buffer should be widened to ensure that adequate functions of the buffer are provided.

Standard Wetland Buffer Widths.

Wetland Category	Habitat Score (2014 Rating System)	Land Use Impact		
		Low	Moderate	High
Category I: Bogs	NA	125 ft	190 ft	250 ft
Category I: Wetlands with a High Conservation Value	NA	125 ft	190 ft	250 ft
Category I: Estuarine	NA	100 ft	150 ft	200 ft
Category I: Coastal Lagoons	NA	100 ft	150 ft	200 ft
Category I: Forested	Base buffer width on habitat function			
Category I (other than above)	8-9	150 ft	225 ft	300 ft
	5-7	75 ft	110 ft	150 ft
	< 5	50 ft	75 ft	100 ft
Category II: Interdunal	NA	75 ft	110 ft	150 ft
Category II: Estuarine	NA	75 ft	110 ft	150 ft
Category II (other than above)	8-9	150 ft	225 ft	300 ft
	5-7	75 ft	110 ft	150 ft
	< 5	50 ft	75 ft	100 ft
Category III	5-7	75 ft	110 ft	150 ft
	< 5	40 ft	60 ft	80 ft
Category IV	N/A	25 ft	40 ft	50 ft

3. Increased Wetland Buffer Widths. Buffer widths shall be increased on a case-by-case basis as determined by the city when a larger buffer is necessary to protect wetland functions and values. This determination shall be supported by appropriate documentation showing that it is reasonably related to protection of the functions and values of the wetland. The documentation must include, but not be limited to, the following criteria:

- a. The wetland is used by a plant or animal species listed by the federal government or the state as endangered, threatened, candidate,

sensitive, monitored or documented priority species or habitats, or essential or outstanding habitat for those species or has unusual nesting or resting sites such as heron rookeries or raptor nesting trees;

- b. The adjacent land is susceptible to severe erosion, and erosion-control measures will not effectively prevent adverse wetland impacts; or
 - c. The adjacent land has minimal vegetative cover or slopes greater than 30 percent.
 4. Buffer Averaging. Buffer averaging to improve wetland protection may be permitted when all of the following conditions are met:
 - a. The wetland has significant differences in characteristics that affect its habitat functions.
 - b. The buffer is increased adjacent to the higher-functioning area of habitat or more-sensitive portion of the wetland and decreased adjacent to the lower-functioning or less-sensitive portion as demonstrated by a critical areas report from a qualified wetland professional.
 - c. The total area of the buffer after averaging is equal to the area required without averaging.
 - d. The buffer at its narrowest point is never less than either 75 percent of the required width or 75 feet for Category I and II, 50 feet for Category III, and 25 feet for Category IV, whichever is greater.
 5. Averaging for Reasonable Use. Averaging to allow reasonable use of a parcel may be permitted when all of the following are met:
 - a. There are no feasible alternatives to the site design that could be accomplished without buffer averaging.
 - b. The averaged buffer will not result in degradation of the wetland's functions and values as demonstrated by a critical areas report from a qualified wetland professional.
 - c. The total buffer area after averaging is equal to the area required without averaging.
 - d. The buffer at its narrowest point is never less than either 75 percent of the required width or 75 feet for Category I and II, 50 feet for Category III and 25 feet for Category IV, whichever is greater.
 6. Measurement of Wetland Buffers. All buffers shall be measured perpendicular from the wetland boundary as surveyed in the field. Only fully vegetated buffers will be considered. Lawns, walkways, driveways, and other mowed or paved areas will not be considered buffers or included in buffer area calculations.

7. Buffers on Mitigation Sites. All mitigation sites shall have buffers consistent with the buffer requirements of this chapter. Buffers shall be based on the expected or target category of the proposed wetland mitigation site.
8. Signs and Fencing of Wetlands and Buffers:
 - a. Permanent Signs. As a condition of any permit or authorization issued pursuant to this chapter, the city may require the applicant to install permanent signs along the boundary of a wetland or buffer.
 - i. Permanent signs shall be made of an enamel-coated metal face and attached to a metal post or another non-treated material of equal durability. Signs must be posted at an interval of one per lot or every 50 feet, whichever is less, and must be maintained by the property owner in perpetuity. The signs shall be worded as follows or with alternative language approved by the city:

Do Not Disturb
Protected Wetland Area
Contact City of Ilwaco
Regarding Uses, Restrictions, and Opportunities for Stewardship

- b. Fencing.
 - i. The applicant shall be required to install a permanent fence around the wetland or buffer when domestic grazing animals are present or may be introduced on site.
 - ii. Fencing installed as part of a proposed activity or as required in this subsection shall be designed to not interfere with species migration, including fish runs, and shall be constructed in a manner that minimizes impacts to the wetland and associated habitat.
 9. Buffer Maintenance. Except as otherwise specified or allowed in accordance with this chapter, wetland buffers shall be retained in an undisturbed or enhanced condition. In the case of compensatory mitigation sites, removal of invasive non-native weeds is required for the duration of the mitigation bond.
- H. Critical Area Report for Wetlands.
1. When Required. If the city determines that a wetland exists within 315 feet of the site of a proposed development activity, a wetland report prepared by a qualified professional shall be required. The expense of preparing the wetland report shall be borne by the applicant.
 2. Minimum Standards for Wetland Reports. In addition to the general critical area report requirements of IMC 15.18.010.L, Critical Area Report, critical area reports for wetlands must meet the following requirements.

- a. The written report shall include at a minimum:
 - i. A description of the methodologies used to conduct the wetland delineations, rating system forms, or impact analyses, including references.
 - ii. Identification and characterization of all critical areas, wetlands, water bodies, shorelines, floodplains, and buffers on or adjacent to the proposed project area. For areas off site of the project site, estimate conditions within 315 feet of the project boundaries using the best available information.
 - iii. For each wetland identified on site and within 315 feet of the project site provide: the wetland rating, including a description of and score for each function; required buffers; hydrogeomorphic classification; wetland acreage based on a professional survey from the field delineation (acreages for on-site portion and entire wetland area including off-site portions); Cowardin classification of vegetation communities; habitat elements; soil conditions based on site assessment and/or soil survey information; and to the extent possible, hydrologic information such as location and condition of inlet/outlets (if they can be legally accessed), estimated water depths within the wetland, and estimated hydroperiod patterns based on visual cues (e.g. algal mats, drift lines, flood debris, etc.). Provide acreage estimates, classifications, and ratings based on entire wetland complexes, not only the portion present on the proposed project site.
 - iv. A description of the proposed actions, including an estimation of acreages of impacts to wetlands and buffers based on the field delineation and survey and an analysis of site development alternatives, including a no-development alternative.
 - v. A discussion of measures, including avoidance, minimization, and compensation, proposed to preserve existing wetlands and restore any wetlands that were degraded prior to the current proposed land-use activity.
 - vi. A conservation strategy for habitat and native vegetation that addresses methods to protect and enhance on-site habitat and wetland functions.
 - vii. An evaluation of the functions of the wetland and adjacent buffer. Include reference for the method used and data sheets.
- b. A copy of the site plan for the project must be included with the written report and must include, at a minimum:
 - i. Maps (to scale) depicting delineated and surveyed wetland and required buffers on site, including buffers for off-site critical areas that extend onto the project site; the development proposal; other

critical areas; grading and clearing limits; areas of proposed impacts to wetlands and/or buffers (include square footage estimates).

- ii. A depiction of the proposed stormwater management facilities and outlets (to scale) for the development, including estimated areas of intrusion into the buffers of any critical areas. The written report shall contain a discussion of the potential impacts to the wetland(s) associated with anticipated hydroperiod alterations from the project.

I. Compensatory Mitigation.

1. Mitigation Sequencing. Before impacting any wetland or its buffer, an applicant shall demonstrate compliance with IMC 15.18.010.M.2, Mitigation Sequencing.
2. Requirements for Compensatory Mitigation:
 - a. Compensatory mitigation for alterations to wetlands shall be used only for impacts that cannot be avoided or minimized and shall achieve equivalent or greater biologic functions. Compensatory mitigation plans shall be consistent with Wetland Mitigation in Washington State – Part 2: Developing Mitigation Plans--Version 1, (Ecology Publication #06-06-011b, Olympia, WA, March 2006 or as revised), and Selecting Wetland Mitigation Sites Using a Watershed Approach (Western Washington) (Publication #09-06-32, Olympia, WA, December 2009).
 - b. Mitigation ratios shall be consistent with this section.
 - c. Mitigation requirements may also be determined using the credit/debit tool described in "Calculating Credits and Debits for Compensatory Mitigation in Wetlands of Western Washington: Final Report (Ecology Publication #10-06-011, Olympia, WA, March 2012, or as revised) consistent with IMC 15.18.030.I.8, Credit/Debit Method.
3. Compensating for Lost or Affected Functions. Compensatory mitigation shall address the functions affected by the proposed project, with an intention to achieve functional equivalency or improvement of functions. The goal shall be for the compensatory mitigation to provide similar wetland functions as those lost, except when either:
 - a. The lost wetland provides minimal functions, and the proposed compensatory mitigation action(s) will provide equal or greater functions or will provide functions shown to be limiting within a watershed through a formal Washington State watershed assessment plan or protocol; or
 - b. Out-of-kind replacement of wetland type or functions will best meet watershed goals formally identified by the city, such as replacement of historically diminished wetland types.

4. Preference of Mitigation Actions. Mitigation for lost or diminished wetland and buffer functions shall rely on the types below in the following order of preference:
 - a. Restoration (re-establishment and rehabilitation) of wetlands:
 - i. The goal of re-establishment is returning natural or historic functions to a former wetland. Re-establishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.
 - ii. The goal of rehabilitation is repairing natural or historic functions of a degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain or return tidal influence to a wetland.
 - b. Creation (establishment) of wetlands on disturbed upland sites such as those with vegetative cover consisting primarily of non-native species. Establishment results in a gain in wetland acres. This should be attempted only when there is an adequate source of water and it can be shown that the surface and subsurface hydrologic regime is conducive to the wetland community that is anticipated in the design.
 - i. If a site is not available for wetland restoration to compensate for expected wetland and/or buffer impacts, the approval authority may authorize creation of a wetland and buffer upon demonstration by the applicant's qualified wetland scientist that:
 - (a) The hydrology and soil conditions at the proposed mitigation site are conducive for sustaining the proposed wetland and that creation of a wetland at the site will not likely cause hydrologic problems elsewhere;
 - (b) The proposed mitigation site does not contain invasive plants or noxious weeds or that such vegetation will be completely eradicated at the site;
 - (c) Adjacent land uses and site conditions do not jeopardize the viability of the proposed wetland and buffer (e.g. due to the presence of invasive plants or noxious weeds, stormwater runoff, noise, light, or other impacts); and
 - (d) The proposed wetland and buffer will eventually be self-sustaining with little or no long-term maintenance.
 - c. Enhancement of significantly degraded wetlands in combination with restoration or creation. Enhancement should be part of a mitigation package that includes replacing the altered area and meeting appropriate ratio requirements. Enhancement is undertaken for specified purposes such as water quality improvement, flood water

retention, or wildlife habitat. Enhancement alone will result in a loss of wetland acreage and is less effective at replacing the functions lost. Applicants proposing to enhance wetlands or associated buffers shall demonstrate:

- i. How the proposed enhancement will increase wetland and/or buffer functions;
 - ii. How this increase in function will adequately compensate for the impacts; and
 - iii. How all other existing wetland functions at the mitigation site will be protected.
- d. Preservation of high-quality, at-risk wetlands as compensation is generally acceptable when done in combination with restoration, creation, or enhancement, provided that a minimum of 1:1 acreage replacement is provided by re-establishment or creation. Ratios for preservation in combination with other forms of mitigation generally range from 10:1 to 20:1, as determined on a case-by-case basis, depending on the quality of the wetlands being altered and the quality of the wetlands being preserved. Preservation of high-quality, at-risk wetlands and habitat may be considered as the sole means of compensation for wetland impacts when the following criteria are met:
- i. The area proposed for preservation is of high quality. The following features may be indicative of high-quality sites:
 - (a) Category I or II wetland rating (using the wetland rating system for western Washington).
 - (b) Rare wetland type (for example, bogs, mature forested wetlands, estuarine wetlands).
 - (c) The presence of habitat for priority or locally important wildlife species.
 - (d) Priority sites in an adopted watershed plan.
 - ii. Wetland impacts will not have a significant adverse impact on habitat for listed fish, or other listed species.
 - iii. There is no net loss of habitat functions within the watershed or basin.
 - iv. Mitigation ratios for preservation as the sole means of mitigation shall generally start at 20:1. Specific ratios should depend upon the significance of the preservation project and the quality of the wetland resources lost.
 - v. Permanent preservation of the wetland and buffer will be provided

through a conservation easement or tract held by a land trust.

- vi. The impact area is small (generally <math><1/2</math> acre) and/or impacts are occurring to a low-functioning system (Category III or IV wetland).
 - vii. The preservation site includes buffer areas adequate to protect the habitat and its functions from encroachment and degradation.
5. Location of Compensatory Mitigation. Compensatory mitigation actions shall be conducted within the same sub-drainage basin and on the site of the alteration except when all of paragraphs below apply. In that case, mitigation may be allowed off-site within the subwatershed of the impact site. When considering off-site mitigation, preference should be given to alternative mitigation, such as a mitigation bank, an in-lieu fee program, or advanced mitigation.
- a. There are no reasonable opportunities on site or within the sub-drainage basin (e.g. on-site options would require elimination of high-functioning upland habitat), or opportunities on site or within the sub-drainage basin do not have a high likelihood of success based on a determination of the capacity of the site to compensate for the impacts. Considerations should include: anticipated replacement ratios for wetland mitigation, buffer conditions and proposed widths, available water to maintain anticipated hydrogeomorphic classes of wetlands when restored, proposed flood storage capacity, and potential to mitigate riparian fish and wildlife impacts (such as connectivity).
 - b. On-site mitigation would require elimination of high-quality upland habitat.
 - c. Off-site mitigation has a greater likelihood of providing equal or improved wetland functions than the altered wetland.
 - d. Off-site locations shall be in the same sub-drainage basin unless:
 - i. Established watershed goals for water quality, flood storage or conveyance, habitat, or other wetland functions have been established by the city and strongly justify location of mitigation at another site;
 - ii. Credits from a state-certified wetland mitigation bank are used as compensation, and the use of credits is consistent with the terms of the certified bank instrument; or
 - iii. Fees are paid to an approved in-lieu fee program to compensate for the impacts.
 - e. The design for the compensatory mitigation project needs to be appropriate for its location (i.e. position in the landscape). Therefore, compensatory mitigation should not result in the creation, restoration, or enhancement of an atypical wetland. An atypical wetland refers to a

compensation wetland (e.g. created or enhanced) that does not match the type of existing wetland that would be found in the geomorphic setting of the site (i.e. the water source(s) and hydroperiod proposed for the mitigation site are not typical for the geomorphic setting). Likewise, it should not provide exaggerated morphology or require a berm or other engineered structures to hold back water. For example, excavating a permanently inundated pond in an existing seasonally saturated or inundated wetland is one example of an enhancement project that could result in an atypical wetland. Another example would be excavating depressions in an existing wetland on a slope, which would require the construction of berms to hold the water.

6. **Timing of Compensatory Mitigation.** It is preferred that compensatory mitigation projects be completed prior to activities that will disturb wetlands. At the least, compensatory mitigation shall be completed immediately following disturbance and prior to use or occupancy of the action or development. Construction of mitigation projects shall be timed to reduce impacts to existing fisheries, wildlife, and flora.
 - a. The city may authorize a one-time temporary delay in completing construction or installation of the compensatory mitigation when the applicant provides a written explanation from a qualified wetland professional as to the rationale for the delay. An appropriate rationale would include identification of the environmental conditions that could produce a high probability of failure or significant construction difficulties (e.g. project delay lapses past a fisheries window, or installing plants should be delayed until the dormant season to ensure greater survival of installed materials). The delay shall not create or perpetuate hazardous conditions or environmental damage or degradation, and the delay shall not be injurious to the health, safety, or general welfare of the public. The request for the temporary delay must include a written justification that documents the environmental constraints that preclude implementation of the compensatory mitigation plan.

7. **Wetland Mitigation Ratios.**¹

Category and Type of Wetland	Creation or Re-establishment	Rehabilitation	Enhancement
Category I: Bog, Natural Heritage site	Not considered possible	Case by case	Case by case
Category I: Mature Forested	6:1	12:1	24:1
Category I: Based on functions	4:1	8:1	16:1
Category II	3:1	6:1	12:1
Category III	2:1	4:1	8:1
Category IV	1.5:1	3:1	6:1

¹ Ratios for rehabilitation and enhancement may be reduced when combined with

1:1 replacement through creation or re-establishment. See Table 1a, *Wetland Mitigation in Washington State – Part 1: Agency Policies and Guidance--Version 1*, (Ecology Publication #06-06-011a, Olympia, WA, March 2006 or as revised). See also IMC 15.18.030.I.4.d for more information on using preservation as compensation.

8. Credit/Debit Method. To more fully protect functions and values, and as an alternative to the mitigation ratios found in the joint guidance "*Wetland Mitigation in Washington State Parts I and II*" (Ecology Publication #06-06-011a-b, Olympia, WA, March, 2006), the administrator may allow mitigation based on the "credit/debit" method developed by the Department of Ecology in "*Calculating Credits and Debits for Compensatory Mitigation in Wetlands of Western Washington: Final Report*," (Ecology Publication #10-06-011, Olympia, WA, March 2012, or as revised).
9. Compensatory Mitigation Plan. When a project involves wetland and/or buffer impacts, a compensatory mitigation plan prepared by a qualified professional shall be required, meeting the following minimum standards:
 - a. Wetland Critical Area Report. A critical area report for wetlands must accompany or be included in the compensatory mitigation plan.
 - b. Compensatory Mitigation Report. The report must include a written report and plan sheets that must contain, at a minimum, the following elements. Full guidance can be found in *Wetland Mitigation in Washington State– Part 2: Developing Mitigation Plans (Version 1)* (Ecology Publication #06-06-011b, Olympia, WA, March 2006 or as revised).
 - i. The written report must contain, at a minimum:
 - (a) The name and contact information of the applicant; the name, qualifications, and contact information for the primary author(s) of the compensatory mitigation report; a description of the proposal; a summary of the impacts and proposed compensation concept; identification of all the local, state, and/or federal wetland-related permit(s) required for the project; and a vicinity map for the project.
 - (b) Description of how the project design has been modified to avoid, minimize, or reduce adverse impacts to wetlands.
 - (c) Description of the existing wetland and buffer areas proposed to be altered. Include acreage (or square footage), water regime, vegetation, soils, landscape position, surrounding lands uses, and functions. Also describe impacts in terms of acreage by Cowardin classification, hydrogeomorphic classification, and wetland rating.
 - (d) Description of the compensatory mitigation site, including location and rationale for selection. Include an assessment

of existing conditions: acreage (or square footage) of wetlands and uplands, water regime, sources of water, vegetation, soils, landscape position, surrounding land uses, and functions. Estimate future conditions in this location if the compensation actions are not undertaken (i.e., how would this site progress through natural succession?).

- (e) A description of the proposed actions for compensation of wetland and upland areas affected by the project. Include overall goals of the proposed mitigation, including a description of the targeted functions, hydrogeomorphic classification, and categories of wetlands.
 - (f) A description of the proposed mitigation construction activities and timing of activities.
 - (g) A discussion of ongoing management practices that will protect wetlands after the project site has been developed, including proposed monitoring and maintenance programs (for remaining wetlands and compensatory mitigation wetlands).
 - (h) A bond estimate for the entire compensatory mitigation project, including the following elements: site preparation, plant materials, construction materials, installation oversight, maintenance twice per year for up to five years, annual monitoring field work and reporting, and contingency actions for a maximum of the total required number of years for monitoring.
 - (i) Proof of establishment of notice on title for the wetlands and buffers on the project site, including the compensatory mitigation areas.
- ii. The scaled plan sheets for the compensatory mitigation must contain, at a minimum:
- (a) Surveyed edges of the existing wetland and buffers, proposed areas of wetland and/or buffer impacts, location of proposed wetland and/or buffer compensation actions.
 - (b) Existing topography, ground-proofed, at two-foot contour intervals in the zone of the proposed compensation actions if any grading activity is proposed to create the compensation area(s). Also existing cross-sections of on-site wetland areas that are proposed to be altered, and cross-section(s) (estimated one-foot intervals) for the proposed areas of wetland or buffer compensation.
 - (c) Surface and subsurface hydrologic conditions, including an analysis of existing and proposed hydrologic regimes for

enhanced, created, or restored compensatory mitigation areas. Also, illustrations of how data for existing hydrologic conditions were used to determine the estimates of future hydrologic conditions.

- (d) Conditions expected from the proposed actions on site, including future hydrogeomorphic types, vegetation community types by dominant species (wetland and upland), and future water regimes.
 - (e) Required wetland buffers for existing wetlands and proposed compensation areas. Also, identify any zones where buffers are proposed to be reduced or enlarged outside of the standards identified in this chapter.
 - (f) A plant schedule for the compensation area, including all species by proposed community type and water regime, size and type of plant material to be installed, spacing of plants, typical clustering patterns, total number of each species by community type, timing of installation.
 - (g) Performance standards (measurable standards reflective of years post-installation) for upland and wetland communities, monitoring schedule, and maintenance schedule and actions.
10. Buffer Mitigation Ratios. Impacts to buffers shall be mitigated at a 1:1 ratio. Compensatory buffer mitigation shall replace those buffer functions lost from development.
11. Protection of the Mitigation Site. The area where the mitigation occurred and any associated buffer shall be included in a notice on title consistent with IMC 15.18.010.K.3, Notice on Title.
12. Monitoring. Mitigation monitoring shall be required for a period necessary to establish that performance standards have been met, but not for a period less than five years. The project mitigation plan shall include monitoring elements that ensure certainty of success for the project's natural resource values and functions. If the mitigation goals are not obtained within the initial five-year period, the applicant remains responsible for restoration of the natural resource values and functions until the mitigation goals agreed to in the mitigation plan are achieved.
13. Wetland Mitigation Banks.
- a. Credits from a wetland mitigation bank may be approved for use as compensation for unavoidable impacts to wetlands when:
 - i. The bank is certified under state rules;
 - ii. The city determines that the wetland mitigation bank provides

appropriate compensation for the authorized impacts; and

- iii. The proposed use of credits is consistent with the terms and conditions of the certified bank instrument.
 - b. Replacement ratios for projects using bank credits shall be consistent with replacement ratios specified in the certified bank instrument.
 - c. Credits from a certified wetland mitigation bank may be used to compensate for impacts located within the service area specified in the certified bank instrument.
14. In-Lieu Fee. To aid in the implementation of off-site mitigation, the city may develop an in-lieu fee program. Credits from an approved in-lieu-fee program may be used when the following apply:
- a. The approval authority determines that it would provide environmentally appropriate compensation for the proposed impacts.
 - b. The mitigation will occur on a site identified using the site selection and prioritization process in the approved in-lieu-fee program instrument.
 - c. The proposed use of credits is consistent with the terms and conditions of the approved in-lieu-fee program instrument.
 - d. Land acquisition and initial physical and biological improvements of the mitigation site must be completed within three years of the credit sale.
 - e. Projects using in-lieu-fee credits shall have debits associated with the proposed impacts calculated by the applicant's qualified wetland scientist using the method consistent with the credit assessment method specified in the approved instrument for the in-lieu-fee program.
 - f. Credits from an approved in-lieu-fee program may be used to compensate for impacts located within the service area specified in the approved in-lieu-fee instrument.
15. Advance Mitigation. Mitigation for projects with pre-identified impacts to wetlands may be constructed in advance of the impacts if the mitigation is implemented according to federal rules, state policy on advance mitigation, and state water quality regulations.
16. Alternative Mitigation Plans. The city may approve alternative critical areas mitigation plans that are based on best available science. Alternative mitigation proposals must provide an equivalent or better level of protection of critical area functions and values than would be provided by the strict application of this chapter.

The Administrator shall consider the following for approval of an alternative mitigation proposal:

- a. The proposal uses a watershed approach consistent with *Selecting Wetland Mitigation Sites Using a Watershed Approach (Western Washington)* (Ecology Publication #09-06-32, Olympia, WA, December 2009).
- b. Creation or enhancement of a larger system of natural areas and open space is preferable to the preservation of many individual habitat areas.
- c. Mitigation according to subsection of this section is not feasible due to site constraints such as parcel size, stream type, wetland category, or geologic hazards.
- d. There is clear potential for success of the proposed mitigation at the proposed mitigation site.
- e. The plan shall contain clear and measurable standards for achieving compliance with the specific provisions of the plan. A monitoring plan shall, at a minimum, meet the provisions in IMC 15.18.030.I.12, Monitoring.
- f. The plan shall be reviewed and approved as part of overall approval of the proposed use.
- g. A wetland of a different type is justified based on regional needs or functions and values; the replacement ratios may not be reduced or eliminated unless the reduction results in a preferred environmental alternative.
- h. Mitigation guarantees shall meet the minimum requirements as outlined in IMC 15.18.030.I.9.b.i.(h).
- i. Qualified professionals in each of the critical areas addressed shall prepare the plan.
- j. The city may consult with agencies with expertise and jurisdiction over the resources during the review to assist with analysis and identification of appropriate performance measures that adequately safeguard critical areas.

J. Unauthorized Alterations and Enforcement.

- 1. Minimum Performance Standards for Restoration. The following minimum performance standards shall be met for the restoration of a wetland, provided that if the violator can demonstrate that greater functions and habitat values can be obtained, these standards may be modified:
 - a. The historic structure, functions, and values of the affected wetland shall be restored, including water quality and habitat functions.
 - b. The historic soil types and configuration shall be restored to the extent practicable.

- c. The wetland and buffers shall be replanted with native vegetation that replicates the vegetation historically found on the site in species types, sizes, and densities. The historic functions and values should be replicated at the location of the alteration.
- d. Compliance with other applicable provisions of this chapter shall be demonstrated.

Section 15.18.040 Fish and Wildlife Habitat Conservation Areas.

- A. Purpose. The purpose of this chapter is to protect fish and wildlife habitats in the city by regulating land use to avoid adverse effects on, and maintain the functions and values of, such habitats.
- B. Designation.
 - 1. All areas within the city meeting one or more of the following criteria are designated as fish and wildlife habitat conservation areas and are subject to the provisions of this chapter.
 - a. Areas with which State or Federally Designated Endangered, Threatened, and Sensitive Species have a Primary Association.
 - i. Federally designated endangered and threatened species are those fish and wildlife species identified by the U.S. Fish and Wildlife Service and the National Marine Fisheries Service that are in danger of extinction or threatened to become endangered.
 - ii. State designated endangered, threatened, and sensitive species are those fish and wildlife species native to the state of Washington identified by the Washington Department of Fish and Wildlife, that are in danger of extinction, threatened to become endangered, vulnerable, or declining and are likely to become endangered or threatened in a significant portion of their range within the state without cooperative management or removal of threats.
 - b. State Priority Habitats and Areas Associated with State Priority Species. Priority habitats and species are identified by the Washington Department of Fish and Wildlife.
 - c. Habitats and Species of Local Importance. Habitats and species of local importance are those identified by the city, including but not limited to those habitats and species that, due to their population status or sensitivity to habitat manipulation, warrant protection. Habitats may include a seasonal range or habitat element with which a species has a primary association, and which, if altered, may reduce the likelihood that the species will maintain and reproduce over the long term.
 - d. Commercial and Recreational Shellfish Areas. These areas include all

public and private tidelands or bedlands suitable for shellfish harvest, including shellfish protection districts established pursuant to Chapter 90.72 RCW.

- e. Kelp and Eelgrass Beds and Herring and Smelt Spawning Areas.
 - f. Naturally Occurring Ponds under 20 Acres. Naturally occurring ponds are those ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat, including those artificial ponds intentionally created from dry areas in order to mitigate impacts to ponds. Naturally occurring ponds do not include ponds deliberately designed and created from dry sites, such as canals, detention facilities, wastewater treatment facilities, temporary construction ponds, and landscape amenities, unless such artificial ponds were intentionally created for mitigation.
 - g. Waters of the State. Waters of the state include lakes, rivers, ponds, streams, inland waters, underground waters, salt waters, and all other surface waters and watercourses within the jurisdiction of the state of Washington, as classified in WAC 222-16.
 - h. Lakes, Ponds, Streams, and Rivers Planted with Game Fish by a Governmental or Tribal Entity.
 - i. State Natural Area Preserves and Natural Resource Conservation Areas. Natural area preserves and natural resource conservation areas are defined, established, and managed by the Washington State Department of Natural Resources.
 - j. Areas of Rare Plant Species and High Quality Ecosystems. Areas of rare plant species and high quality ecosystems are identified by the Washington State Department of Natural Resources through the Natural Heritage Program.
 - k. Land Useful or Essential for Preserving Connections Between Habitat Blocks and Open Spaces.
2. The approximate locations and extents of habitat conservation areas may be shown on, but shall not be limited to, the following list of maps. The maps are for reference only and do not provide a final critical area designation.
- a. Washington Department of Fish and Wildlife Priority Habitat and Species maps.
 - b. Washington State Department of Natural Resources water type maps.
 - c. Washington State Department of Natural Resources ShoreZone Inventory.
 - d. Washington State Department of Health shellfish maps.

- e. Washington State Department of Natural Resources Natural Heritage Program maps.
 - f. Anadromous and resident salmonid distribution maps contained in the Habitat Limiting Factors reports published by the Washington Conservation Commission.
 - g. Washington State Department of Natural Resources State Natural Area Preserves and Natural Resource Conservation Area maps.
3. Designation of Habitats and Species of Local Importance. The city shall accept and consider nominations for habitat areas and species to be designated as locally important.
- a. Process.
 - i. Habitats and species may be nominated by any person.
 - (a) The nomination should indicate whether specific habitat features are to be protected (for example, nest sites, breeding areas, and nurseries) or whether the habitat or ecosystem is being nominated in its entirety.
 - (b) The nomination may include management strategies for the species or habitats. Management strategies must be supported by the best available science, and where restoration of habitat is proposed, a specific plan for restoration must be provided prior to nomination.
 - ii. The city planner shall determine whether the nomination proposal is complete, and if complete, shall evaluate it according to the characteristics enumerated in IMC 15.18.040.B.3.b and make a recommendation to the planning commission.
 - iii. The planning commission shall hold a public hearing on the proposal and make a recommendation to the city council based on the characteristics enumerated in IMC 15.18.040.B.3.b.
 - iv. After receiving the recommendation of the planning commission, the city council shall vote on the nomination.
 - b. Characteristics. Habitats and species to be designated must exhibit the following characteristics:
 - i. Local populations of native species in danger of extirpation based on existing trends, including:
 - (a) Local populations of native species that are likely to become endangered; or
 - (b) Local populations of native species that are vulnerable or

declining.

- ii. The species or habitat has recreation, commercial, game, tribal, or other special value;
- iii. Long-term persistence of a species is dependent on the protection, maintenance, and/or restoration of the nominated habitat;
- iv. Areas nominated to protect a particular habitat or species represent either high-quality native habitat or habitat that has a high potential to recover to a suitable condition and which is of limited availability, highly vulnerable to alteration, or provides landscape connectivity which contributes to the integrity of the surrounding landscape;
- v. Protection by other county, state, or federal policies, laws, regulations, or nonregulatory tools is not adequate to prevent degradation of the species or habitat in Ilwaco; and
- vi. Without protection, there is a likelihood that the species or habitat will be diminished over the long term.

C. Critical Areas Report.

1. When Required. A critical area report for fish and wildlife habitat conservation areas shall be required when:
 - a. A project area is located within 150 feet of the ordinary high water mark of a waterbody subject to this chapter; or
 - b. A project area is located a distance equal to or less than the potential critical area buffer width and building setback of other fish and wildlife habitat conservation areas meeting the criteria of IMC 15.18.040.B.1 that are not located waterward of the ordinary high water mark of a waterbody subject to this chapter.
2. Additional Requirements. In addition to the general critical area report requirements of IMC 15.18.010.L, Critical Area Report, critical area reports for fish and wildlife conservation areas must meet the requirements of this subsection.
 - a. Preparation by a Qualified Professional. A critical areas report for a habitat conservation area shall be prepared by a qualified professional who is a biologist with experience preparing reports for the relevant type of habitat.
 - b. Areas Addressed. The following areas shall be addressed in a critical area report for fish and wildlife habitat conservation areas:
 - i. The project area of the proposed activity;

- ii. All habitat conservation areas and buffers within 150 feet of the project area; and
 - iii. All shoreline areas, floodplains, other critical areas, and related buffers within 150 feet of the project area.
- c. Habitat Assessment. A habitat assessment is an investigation of the project area to evaluate the potential presence or absence of designated critical fish or wildlife species or habitat. A critical area report for a habitat conservation area shall contain a habitat assessment including, at a minimum, the following information:
 - i. A detailed description of vegetation on and adjacent to the project area and its associated buffer;
 - ii. Identification of any species of local importance, priority species, or endangered, threatened, sensitive, or candidate species that have a primary association with habitat on or adjacent to the project area, and assessment of potential project impacts to the use of the site by the species;
 - iii. A discussion of any federal, state, or local special management recommendations, including Washington Department of Fish and Wildlife habitat management recommendations, that have been developed for species or habitats located on or adjacent to the project area;
 - iv. A detailed discussion of the direct and indirect potential impacts on habitat by the project, including potential impacts to water quality;
 - v. A discussion of measures, including avoidance, minimization, and mitigation, proposed to preserve existing habitats and restore any habitat that was degraded prior to the current proposed land use activity and to be conducted in accordance with IMC 15.18.010.M.2, Mitigation Sequencing; and
 - vi. A discussion of ongoing management practices that will protect habitat after the project site has been developed, including proposed monitoring and maintenance programs.
- 3. Additional Information May Be Required. When appropriate due to the type of habitat or species present or the project area conditions, the city planner may also require the habitat assessment to include:
 - a. An evaluation by an independent qualified professional regarding the applicant's analysis and the effectiveness of any proposed mitigating measures or programs, to include any recommendations as appropriate; or

- b. A request for consultation with the Washington Department of Fish and Wildlife or other appropriate agency or tribe.

D. Performance Standards.

1. General Standards.

- a. Alterations. A habitat conservation area may be altered only if the proposed alteration of the habitat or the mitigation proposed does not degrade the quantitative and qualitative functions and values of the habitat.
- b. Approvals of Activities. The city may condition approvals of activities allowed within or adjacent to a habitat conservation area or its buffers, as necessary to minimize or mitigate any potential adverse impacts. Conditions must be based on the best available science and may include, but are not limited to, the following:
 - i. Establishment of buffer zones;
 - ii. Preservation of critically important vegetation and/or habitat features such as snags;
 - iii. Limitations on access to the habitat area; or
 - iv. Seasonal restriction of construction activities.
- c. Buffers.
 - i. Establishment of Buffers. The city shall require the establishment of buffer areas for activities adjacent to habitat conservation areas when needed to protect habitat conservation areas. Buffers shall consist of an undisturbed area of native vegetation or areas identified for restoration established to protect the integrity, functions, and values of the affected habitat. Required buffer widths shall reflect the sensitivity of the habitat and the type and intensity of human activity proposed to be conducted nearby and shall be consistent with the management recommendations issued by the Washington Department of Fish and Wildlife. Habitat conservation areas and their buffers shall be preserved in perpetuity through the use of notices on title and native growth protection areas in accordance with IMC 15.18.010.K, General Critical Area Protective Measures.
 - ii. Habitat Buffer Averaging. The city may allow habitat area buffer widths to be reduced in accordance with a critical area report, the best available science, and the management recommendations issued by the Washington Department of Fish and Wildlife, if:
 - (a) It will not reduce stream or habitat functions;

- (b) It will not adversely affect salmonid habitat;
- (c) It will provide additional natural resource protection, such as buffer enhancement;
- (d) The total area contained in the buffer area after averaging is no less than that which would be contained within the standard buffer; and
- (e) The buffer area width is not reduced by more than 25 percent in any location.

d. Signs and Fencing.

- i. Temporary Markers. The outer perimeter of the habitat conservation area or buffer and the limits of areas authorized to be disturbed shall be marked in the field to ensure that no unauthorized intrusion will occur and shall be verified by the city planner prior to the commencement of authorized activities. Temporary markers shall be maintained throughout construction and shall not be removed until permanent signs, if required, are in place.
- ii. Permanent Signs. As a condition of any permit or authorization issued pursuant to this section, the city may require the applicant to install permanent signs along the boundary of a habitat conservation area or buffer.
 - (a) Permanent signs shall be made of a metal face and attached to a metal post or another material of equal durability. Signs must be posted at an interval of one per lot or every 50 feet, whichever is less, and must be maintained by the property owner in perpetuity. The sign shall be worded as follows, or with alternative language approved by the city:

<p>Habitat Conservation Area Do Not Disturb Contact City of Ilwaco Regarding Restrictions</p>

iii. Fencing.

- (a) The city shall determine if fencing is necessary to protect the functions and values of the critical area. If found to be necessary, the city shall condition any permit or authorization issued pursuant to this section to require the applicant to install a permanent fence at the edge of the habitat conservation area or buffer.
- (b) Fencing installed as part of a proposed activity or as

required by this subsection shall be designed to not interfere with species migration and shall be constructed in a manner that minimizes habitat impacts.

- e. Subdivisions. The subdivision and short subdivision of land in fish and wildlife habitat conservation areas and associated buffers is subject to the following:
 - i. Land that is located wholly within a habitat conservation area or its buffer may not be subdivided.
 - ii. Land that is located partially within a habitat conservation area or its buffer may be subdivided provided that the developable portion of each new lot and its access is located outside of the habitat conservation area or its buffer and meets the minimum lot size requirements of IMC Title 15, Part 3, Zoning.
 - iii. Access roads and utilities serving the proposed may be permitted within the habitat conservation area and associated buffers only if the city determines that no other feasible alternative exists and when consistent with this chapter.
 - f. Non-indigenous Species. No plant, wildlife, or fish species not indigenous to the region shall be introduced into a habitat conservation area unless authorized by a state or federal permit or approval.
 - g. Mitigation and Contiguous Corridors. Mitigation sites shall be located to preserve or achieve contiguous wildlife habitat corridors in accordance with a mitigation plan that is part of an approved critical area report to minimize the isolating effects of development on habitat areas, so long as mitigation of aquatic habitat is located within the same aquatic ecosystem as the area disturbed.
 - h. Mitigation and Equivalent or Greater Biological Functions. Mitigation of alterations to habitat conservation areas shall achieve equivalent or greater biologic and hydrologic functions and shall include mitigation for adverse impacts upstream or downstream of the development proposal site. Mitigation shall address each function affected by the alteration to achieve functional equivalency or improvement on a per function basis.
2. Specific Standards.
- a. Riparian Habitat Areas.
 - i. Unless otherwise allowed in this chapter, all structures and activities must be located outside of a riparian habitat area.
 - ii. Standard riparian habitat area widths are shown in the table below and are based on the Permanent Water Typing System described in WAC 222-16-03.

- (a) Type S waters are those inventoried as shorelines of the state under chapter 90.58 RCW.
- (b) Type F waters are perennial or seasonal, fish bearing streams.
- (c) Type Np waters are non-fish bearing perennial streams.
- (d) Type Ns waters are non-fish bearing seasonal streams.

Riparian Habitat Area Widths.

Type	Buffer (feet)
S	115
F	100
Np	50
Ns	50

- iii. Widths shall be measured outward in each direction, on the horizontal plane, from the ordinary high water mark, or from the top of bank, if the ordinary high water mark cannot be identified.
- iv. Standard riparian habitat area widths may be increased if the standard width is insufficient to prevent habitat degradation and to protect the structure and functions of the habitat area.
- v. Mitigation of adverse impacts to riparian habitat areas shall result in equivalent functions and values on a per function basis, be located as near the alteration as feasible, and be located in the same sub-drainage basin as the habitat impacted.
- vi. The performance standards set forth in this subsection may be modified at the city's discretion if the applicant demonstrates that greater habitat functions, on a per function basis, can be obtained in the affected sub-drainage basin as a result of alternative mitigation measures.
- vii. For Type S shorelines only, limited removal of existing trees or vegetation located on the same property as a single-family residence may be allowed for maintenance of a pre-existing view from the primary structure, or to establish a view for a new primary structure provided that:
 - (a) The applicant submits a critical area report, including a mitigation plan, and obtains a Critical Area Permit prior to commencing work;
 - (b) The applicant demonstrates to the satisfaction of the city planner that the vegetation removal is the minimum necessary to re-establish or establish a view of the water similar to that enjoyed by other residences in the area and

that pruning methods are not sufficient to provide an adequate view of the water similar to that enjoyed by other residences in the area;

- (c) Existing significant native trees are not removed from the buffer;
 - (d) In no instance, including accounting for other approved alterations, shall vegetation removal exceed 20 percent of the required shoreline buffer area or reduce the vegetation canopy coverage to less than 65 percent in the shoreline buffer;
 - (e) Vegetation removal occurring adjacent to the shoreline shall also be limited to 15 linear feet of the water frontage;
 - (f) The applicant shall address any potential impacts to geologically hazardous areas the critical area report;
 - (g) The city planner may deny a request or condition the Critical Area Permit if it is determined that the action will result in an adverse effect to any of the following:
 - (i) Slope stability;
 - (ii) Habitat value;
 - (iii) Health of surrounding vegetation;
 - (iv) Risk of wind damage to surrounding vegetation;
 - (v) Nearby surface or groundwater; or
 - (vi) Water quality of a nearby water body.
- b. Aquatic Habitat. The following activities may be permitted within a riparian habitat area, pond, lake, water of the state, or associated buffer.
- i. Clearing and Grading. When clearing and grading is permitted as part of an authorized activity or as otherwise allowed in these standards, the following shall apply:
 - (a) Grading is allowed only during the dry season, which is typically regarded as beginning on May 1 and ending on October 1, provided that the city may extend or shorten the dry season on a case-by-case basis, determined on actual weather conditions.
 - (b) The soil duff layer shall remain undisturbed to the maximum extent possible. Where feasible, any soil disturbed shall be redistributed to other areas of the project area.
 - (d) The moisture-holding capacity of the topsoil layer shall be maintained by minimizing soil compaction or reestablishing natural soil structure and infiltrative capacity on all areas of the project area not covered by impervious surfaces.

- (e) Erosion and sediment control that meets or exceeds city standards must be provided.
- ii. Shoreline Erosion Control Measures. New, replacement, or substantially improved shoreline erosion control measures may be permitted in accordance with an approved critical area report that demonstrates the following:
 - (a) Natural shoreline processes will be maintained. The project will not result in increased beach erosion or alterations to, or loss of, shoreline substrate within one-quarter mile of the project area.
 - (b) The shoreline erosion control measures will not degrade fish or wildlife habitat conservation areas or associated wetlands.
 - (c) Adequate mitigation measures ensure that there is no net loss of the functions or values of intertidal habitat or riparian habitat as a result of the proposed shoreline erosion control measures.
 - (d) The proposed shoreline erosion control measures do not result in alteration of intertidal migration corridors.
- iii. Streambank Stabilization. Streambank stabilization to protect new structures from future channel migration is not permitted except when such stabilization is achieved through bioengineering or soft armoring techniques in accordance with an approved critical area report.
- iv. Launching Ramps. Public or private launching ramps may be permitted in accordance with an approved critical area report that has demonstrated the following:
 - (a) The project will not result in increased beach erosion or alterations to, or loss of, shoreline substrate within one-quarter mile of the site;
 - (b) The ramp will not adversely impact critical fish or wildlife habitat areas or associated wetlands;
 - (c) Adequate mitigation measures ensure that there is no net loss of the functions or values of intertidal habitat or riparian habitat as a result of the ramp; and
 - (d) No alteration of intertidal migration corridors will occur as a result of the ramp.
- v. Docks. Repair and maintenance of an existing dock or pier may be permitted in accordance with an approved critical area report

subject to the following:

- (a) There is no increase in the use of materials creating shade for predator species or eelgrass;
 - (b) There is no expansion in overwater coverage;
 - (c) There is no new spanning of waters between three and 13 feet deep;
 - (d) There is no increase in the size and number of pilings; and
 - (e) There is no use of toxic materials (such as creosote) that come in contact with the water.
- vii. Roads, Trails, Bridges, and Rights-of-Way. Construction of trails, roadways, and minor road bridging, less than or equal to 30 feet wide, may be permitted in accordance with an approved critical area report subject to the following standards:
- (a) There is no other feasible alternative route with less impact on the environment;
 - (b) The crossing minimizes interruption of downstream movement of wood and gravel;
 - (c) Roads in riparian habitat areas or their buffers shall not run parallel to the water body;
 - (d) Trails shall be located on the outer edge of the riparian area or buffer, except for limited viewing platforms and crossings;
 - (e) Crossings, where necessary, shall only occur as near to perpendicular with the water body as possible;
 - (f) Mitigation for impacts is provided pursuant to a mitigation plan of an approved critical area report;
 - (g) Trails and associated viewing platforms shall not be made of continuous impervious materials.
- viii. Utility Facilities. New utility lines and facilities may be permitted to cross watercourses in accordance with an approved critical area report, if they comply with the following standards:
- (a) Fish and wildlife habitat areas shall be avoided to the maximum extent possible;
 - (b) Installation shall be accomplished by boring beneath the scour depth and hyporheic zone of the water body and channel migration zone, where feasible;

- (c) The utilities shall cross at an angle greater than 60 degrees to the centerline of the channel in streams or perpendicular to the channel centerline whenever boring under the channel is not feasible;
 - (d) Crossings shall be contained within the footprint of an existing road or utility crossing where possible;
 - (e) The utility route shall avoid paralleling the stream or following a down-valley course near the channel; and
 - (f) The utility installation shall not increase or decrease the natural rate of shore migration or channel migration.
- x. **Instream Structures.** Instream structures, such as high flow bypasses, sediment ponds, instream ponds, retention and detention facilities, tide gates, dams, and weirs shall be only be allowed by the city upon acquisition of any required state or federal permits. Structures must be designed to avoid modifying flows and water quality in ways that may adversely affect habitat conservation areas.
- (a) Structures that prevent the migration of salmonids shall not be allowed in the portion of water bodies currently or historically used by anadromous fish. Fish bypass facilities must be provided.
- xi. **Stormwater Conveyance Facilities.** Conveyance structures may be permitted in accordance with an approved critical area report subject to the following standards:
- (a) No other feasible alternatives with less impact exist;
 - (b) Mitigation for impacts is provided;
 - (c) Stormwater conveyance facilities shall incorporate fish habitat features; and
 - (d) Vegetation shall be maintained and, if necessary, added adjacent to all open channels and ponds in order to retard erosion, filter out sediments, and shade the water.

Section 15.18.050 Geologically Hazardous Areas.

- A. **Purpose.** The purpose of this section is to minimize hazards to the public from development activities on or adjacent to areas of geological hazard. Geologically hazardous areas include the following: erosion hazard areas, landslide hazard areas, seismic hazard areas, and tsunami hazard areas.
- B. **Designation.**

1. Erosion Hazard Areas. Erosion hazard areas are at least those areas identified by the U.S. Department of Agriculture's Natural Resources Conservation Service as having a "severe," or "very severe" rill and inter-rill erosion hazard. Erosion hazard areas are also those areas impacted by shoreline and/or stream bank erosion, coastal wave erosion zones, and those areas within a river's channel migration zone.
2. Landslide Hazard Areas. Landslide hazard areas are those areas meeting any of the following criteria:
 - a. Areas of historic failure, such as:
 - i. Those areas mapped by the Washington State Department of Ecology (Coastal Zone Atlas) or the Washington State Department of Natural Resources (slope stability mapping) as unstable (U or class 3), unstable old slides (UOS or class 4), or unstable recent slides (URS or class 5); or
 - ii. Areas designated as quaternary slumps, earthflows, mudflows, or landslides on maps published as the U.S. Geological Survey or the Washington State Department of Natural Resources.
 - b. Areas with all of the following characteristics:
 - i. A slope steeper than 15 percent;
 - ii. Hillsides intersecting geologic contacts with a relatively permeable sediment overlying a relatively impermeable sediment or bedrock; and
 - iii. Springs or groundwater seepage.
 - c. Slopes that are parallel or subparallel to planes of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials.
 - d. Slopes having gradients greater than 80 percent subject to rock fall during seismic shaking.
 - e. Areas potentially unstable because of rapid stream incision and stream bank erosion; and undercutting by wave action.
 - f. Areas located in a canyon or on an active alluvial fan, presently or potentially subject to inundation by debris flows or catastrophic flooding.
 - g. Any area with a slope of 40 percent or steeper and with a vertical relief of 10 or more feet except areas composed of solid rock. A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least 20 feet of vertical relief.
3. Seismic Hazard Areas. The entire city constitutes a seismic hazard area.

4. Tsunami Hazard Areas. Tsunami hazard areas are shoreline or coastal areas susceptible to flooding and inundation as the result of excessive wave runup action derived from seismic or other geologic events.
- C. Partial Exemptions. The following activities are allowed in geologically hazardous areas, provided they are allowed pursuant to IMC 15.18.010, General Provisions, and do not require submission of a critical area report or a Critical Area Permit:
1. Erosion and Landslide Hazard Areas. Except as otherwise provided for in this chapter, only those activities approved and permitted consistent with an approved critical area report and Critical Area Permit may be allowed.
 2. Seismic and Tsunami Hazard Areas. All activities consistent with this chapter and other city regulations may be allowed.
- D. Critical Areas Report.
1. When Required. A critical area report for geologically hazardous areas shall be required when an erosion or landslide hazard area is located within 200 feet of a project area, or if an erosion or landslide hazard area located farther than 200 feet from a project area may impact the proposal.
 2. Additional Requirements. In addition to the general critical area report requirements of IMC 15.18.010.L, Critical Area Report, critical area reports for geologically hazardous areas must meet the following requirements:
 - a. Preparation by a Qualified Professional. A critical areas report for a geologically hazardous area shall be prepared by an engineer or geologist, licensed in the state of Washington, with experience analyzing geologic, hydrologic, and groundwater flow systems, and who has experience preparing reports for the relevant type of hazard.
 - b. Areas Addressed. The following areas shall be addressed in a critical area report for geologically hazardous areas:
 - i. The project area of the proposed activity; and
 - ii. All geologically hazardous areas within 200 feet of the project area, or farther than 200 feet from the project area if such areas might impact the proposal.
 - c. Geological Hazards Assessment. A critical area report for a geologically hazardous area shall contain a geological hazards assessment, including, at a minimum, the following site- and proposal-related information:
 - i. Plans for the proposal showing, as applicable:
 - (a) The type and extent of geologic hazard areas and other critical areas, including their buffers, within 200 feet of the

project area, or farther than 200 feet from the project area if such areas might impact the proposal.

- (b) Proposed development, including the location of existing and proposed structures, fill, storage of materials, and drainage facilities, with dimensions indicating distances to the floodplain, if available.
 - (c) The topography, in two-foot contours, of the project area and all hazard areas addressed in the report.
 - (d) Clearing limits.
- ii. An assessment of the geologic characteristics of the soils, sediments, and/or rock of the project area and potentially affected adjacent properties, and a review of the site history regarding landslides, erosion, and prior grading. Soils analysis shall be accomplished in accordance with accepted classification systems. The assessment shall include, but not be limited to:
- (a) A description of the surface and subsurface geology, hydrology, soils, and vegetation found in the project area and in all hazard areas addressed in the report.
 - (b) A detailed overview of field investigations; published data, and references; data and conclusions from past assessments of the site; and site-specific measurements, tests, investigations, or studies that support the identification of geologically hazardous areas.
 - (c) A description of the vulnerability of the site to seismic and other geologic events.
- iii. A hazards analysis including a detailed description of the project, its relationship to the geologic hazard(s), and its potential impact upon the hazard area, the subject property, and affected adjacent properties.
- iv. A recommendation for the minimum no-disturbance buffer and minimum building setback from any geologic hazard.
- d. Incorporation of Previous Study. Where a valid critical areas report has been prepared within the last five years for a specific site, and where the proposed land use activity and surrounding site conditions are unchanged, said report may be incorporated into the required critical area report. The applicant shall submit a geological hazards assessment addendum detailing any changed environmental conditions associated with the site.
- e. Mitigation of Long-Term Impacts. When hazard mitigation is required, a mitigation plan shall specifically address how the activity maintains or

reduces the pre-existing level of risk to the site and adjacent properties on a long-term basis (equal to or exceeding the projected lifespan of the activity or occupation). Proposed mitigation techniques shall be considered to provide long-term hazard reduction only if they do not require regular maintenance or other actions to maintain their function. Mitigation may also be required to avoid any increase in risk above the pre-existing conditions following abandonment of the activity.

E. Performance Standards.

1. General Standards.

- a. Alterations of geologically hazardous areas or associated buffers may only occur for activities that:
 - i. Will not increase the threat of the geological hazard to adjacent properties beyond pre-development conditions;
 - ii. Will not adversely impact other critical areas;
 - iii. Are designed so that the hazard to the project is eliminated or mitigated to a level equal to or less than pre-development conditions; and
 - iv. Are certified as safe as designed and under anticipated conditions by a qualified engineer or geologist, licensed in the state of Washington.
- b. Critical facilities shall not be sited within or below geologically hazardous areas unless there is no other practical alternative.

2. Erosion and Landslide Hazard Area Standards. Activities on sites containing erosion or landslide hazards shall meet the standards in IMC 15.18.050.E.1, General Standards, and the following requirements.

- a. Erosion Hazard Area Buffers. No new structures shall be located on a permanent foundation within a shoreline and/or stream bank erosion hazard area unless the foundation is located at a distance landward of the ordinary high water mark that accommodates potential future erosion.
- b. Landslide Hazard Area Buffers. A buffer shall be established from all edges of landslide hazard areas. The size of the buffer shall eliminate or minimize the risk of property damage, death, or injury resulting from landslides caused in whole or part by the development, based upon a critical area report.
 - i. The minimum buffer shall be equal to the height of the slope or 50 feet, whichever is greater.
 - ii. The buffer may be reduced to a minimum of 10 feet when a

qualified professional demonstrates that the reduction will adequately protect the proposed development, adjacent developments, and uses and the subject critical area.

- iii. The buffer may be increased where a larger buffer is necessary to prevent risk of damage to proposed and existing development.
- c. Alterations. Alterations of an erosion or landslide hazard area and/or buffer may only occur for activities for which a geologic hazard assessment is submitted and certifies that:
 - i. The development will not increase surface water discharge or sedimentation to adjacent properties beyond pre-development conditions;
 - ii. The development will not decrease slope stability on adjacent properties; and
 - iii. Such alterations will not adversely impact other critical areas.
- d. Design Standards. Development within an erosion or landslide hazard area and/or buffer shall be designed to meet the following basic requirements unless it can be demonstrated that an alternative design that deviates from one or more of these standards provides greater long-term slope stability while meeting all other provisions of this chapter. The requirement for long-term slope stability shall exclude designs that require regular and periodic maintenance to maintain their level of function. The basic development design standards are:
 - i. Structures and improvements shall be clustered to avoid geologically hazardous areas and other critical areas.
 - ii. Structures and improvements shall minimize alterations to the natural contour of the slope, and foundations shall be tiered where possible to conform to existing topography.
 - iii. Structures and improvements shall be located to preserve the most critical portion of the site and its natural landforms and vegetation.
 - iv. The proposed development shall not result in greater risk or a need for increased buffers on neighboring properties.
 - v. The use of retaining walls that allow the maintenance of existing natural slope area is preferred over graded artificial slopes.
 - vi. Development shall be designed to minimize impervious lot coverage.
- e. Vegetation Retention. Unless otherwise provided or as part of an approved alteration, removal of vegetation from an erosion or landslide

hazard area or related buffer shall be prohibited.

- f. **Seasonal Restriction.** Clearing shall be allowed only from May 1 to October 1 of each year provided that the city may extend or shorten the dry season on a case-by-case basis depending on actual weather conditions, except that timber harvest, not including brush clearing or stump removal, may be allowed pursuant to an approved forest practice permit issued by the city or the Washington State Department of Natural Resources.
- g. **Utility Lines and Pipes.** Utility lines and pipes shall be permitted in erosion and landslide hazard areas only when the applicant demonstrates that no other practical alternative is available. The line or pipe shall be located above ground and properly anchored and/or designed so that it will continue to function in the event of an underlying slide. Stormwater conveyance shall be allowed only through a high-density polyethylene pipe with fuse-welded joints, or similar product that is technically equal or superior.
- h. **Point Discharges.** Point discharges from surface water facilities and roof drains onto or upstream from an erosion or landslide hazard area are prohibited, except if:
 - i. Conveyed via continuous storm pipe downslope to a point where there are no erosion hazards areas downstream from the discharge;
 - ii. Discharged at flow durations matching predeveloped conditions, with adequate energy dissipation, into existing channels that previously conveyed stormwater runoff in the predeveloped state; or
 - iii. Dispersed discharge upslope of the steep slope onto a low-gradient undisturbed buffer is demonstrated to be adequate to infiltrate all surface and stormwater runoff, and where it can be demonstrated that such discharge will not increase the saturation of the slope.
- i. **Subdivisions.** The division of land in landslide hazard areas and associated buffers is subject to the following:
 - i. Land that is located wholly within a landslide hazard area or its buffer may not be subdivided. Land that is located partially within a landslide hazard area or its buffer may be divided provided that each resulting lot has sufficient buildable area outside of, and will not affect, the landslide hazard or its buffer.
 - ii. Access roads and utilities may be permitted within the landslide hazard area and associated buffers if the city determines that no other feasible alternative exists.

3. Seismic and Tsunami Hazard Area Standards.

- a. All development within areas that meet the classification criteria for seismic or tsunami hazard areas shall comply with the model codes as approved and adopted by the State Building Code Council, together with any amendments or additions.

Section 15.18.060 Frequently Flooded Areas.

- A. Purpose. The purpose of the frequently flooded areas section is to minimize public and private losses due to flood conditions in specific areas.
- B. Designation. For the purpose of this section, frequently flooded areas within the city shall be classified using the following criteria:
 1. Those areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for the City of Ilwaco" dated August 1978, and any revisions thereto, with an accompanying Flood Insurance Rate Map (FIRM) dated February 1, 1979, and any revisions thereto, are hereby adopted by reference and declared to be a part of this chapter. The FIRM is on file at Ilwaco City Hall, 120 First Ave. N., Ilwaco, WA. The best available information for flood hazard area identification as outlined in IMC 15.16.060.B.2 shall be the basis for regulation until a new FIRM is issued that incorporates the data utilized under IMC 15.16.060.B.2.
 2. When base flood elevation data have not been provided (A and V zones) the local administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source.
- C. Development Standards. All development within frequently flooded areas shall comply with IMC 15.16, Development in flood areas, as amended, and all other applicable regulations.

April 13th, 2015 City Council Meeting - Ilwaco Parks & Recreation Projects

Discovery Trail Connections

- Establish costs and design features for critical elements of trail connection
 - Per ft. cost bike lane painting
 - Signage
 - Bike racks
 - Sidewalks
 - Informational Kiosk
- Schedule community workshop for late April (or Early May) to assess community need
 - Invite key stakeholders (i.e. Port, State Parks and Ilwaco Merchants Assoc.)
 - Prioritize spending and placement of critical elements using buttons/stickers
 - Discuss potential alternatives
 - No action
 - Preferred alternative
 1. Use current route down Main St. (Recommended)
 2. Explore potential new routes (Not feasible with current funding)

City Park Outfield Fence

- 3 options of similar similar style and construction (ranked in order)
 1. Enduro - \$1,619 (<http://www.markersinc.com/200-ft-homerun-youth-softball-fence-package-ef314gp.aspx#.VSalhJPF9yQ>)
 2. Grand Slam - \$984 (<http://www.ondecksports.com/Complete-Grand-Slam-Fencing-Kit>)
 3. Carsonite - \$2742 (<http://www.carsonite.com/pdf/FlexibleFence-REC.pdf>)
- Purchase ground sockets with fencing for ease of installation and removal
 - Also ensures consistent alignment of fence

Black Lake Trails

- Ilwaco P&R was awarded \$500 Wellspring Mini-grant to fund the purchase of tools for trails maintenance.
 - Purchasing tools directly from Zac Tools is best value, 3% discount available and free shipping on orders over \$475.
 - Purchase 6 McLeods, 6 Pulaskis, 2 Square Shovel and 2 Spade shovels
 - Tools will be marked with fluorescent spray paint to identify them as "trail tools"
- Trail improvements (listed in order of priority), new trails will create approx. 1.7 mile forested loop from boat launch parking area without using road access, sets up trail systems for future trail connections.
 - Josh's trail re-route
 - Approx. 200ft of new trail to eliminate traffic through poorly designed chronically muddy trail section, utilizes abandoned trail corridor.

- Parking Lot to Josh's Trail
 - New approx. 800ft curvilinear trail extending from top of hill just above boat launch parking lot running NW along the ridge and connecting with Josh's trail, creates small forested trail loop.
- Flow trail
 - New approx. 1300ft trail running parallel to Josh's trail but closer to adjacent property boundary with Black Lake LLC, creates new trail opportunities for bikes and hikers without leaving City property.
- Establish hold harmless agreement for volunteers participating in trail maintenance/creation on the City's behalf (see attached)

Accident Waiver and Release of Liability Form

This accident Waiver and Release of Liability Form ("Release") is entered this ____ day of _____, 201____, between the undersigned participant and the City of Ilwaco in relation to any and all events sponsored, led, or organized by, or in any way involving the City of Ilwaco, including, but not limited to any trail days ("Event").

I HEREBY ASSUME ALL RISK OF PARTICIPATING AND/OR VOLUNTEERING IN THE EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the City of Ilwaco or other persons being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability with fault, and for any acts or any other participants in the Event.

I acknowledge that this Accident Waiver and Release of Liability form will be used and relied upon by the Event holders, sponsors, and organizers, including the City of Ilwaco, of the activity or Event in which I may participate, and that it will govern my actions and responsibilities at the Event.

In consideration of my application and permitting me to participate in this Event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assign as follows.

- A. I WAIVE, RELEASE, AND DISCHARGE THE CITY OF ILWACO, and/or its directors, officers, employees, volunteers, representatives, and agents, the activity or Event holders, sponsors, Event volunteers, from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or person released from my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event;
- B. I WILL INDEMNIFY, HOLD HARMLESS, DEFEND, AND PROMISE NOT TO SUE THE CITY OF ILWACO, and/or its directors, officers, employees, volunteers, representatives, and agents, the activity or Event holders, sponsors, Event volunteers from any and all actions, suits, liabilities, damages, injuries or claims arising out of the event and/or my participation in this Event, whether caused by the negligence of release or otherwise.

I acknowledge that this Event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, and/or producers of the event. These risks are not only inherent to participants but are also present for volunteers.

Name of Emergency Contact

(____) ____ - _____
Phone Number of Emergency Contact

