

November 18, 2019

WORKSHOPS

Vancouver City Hall - 415 W 6th Street, Vancouver WA

Councilmembers Paulsen was absent from workshops.

4:00-5:00 p.m. The Heights District Plan Update

*Presenters: Teresa Brum, Economic Development Manager, 487-7949;
Rebecca Kennedy, Long Range Planning Manager, 487-7896*

Summary

Staff provided Council with an update on The Heights District planning process, including high-level review of recommendations for the District and Tower Mall Redevelopment Area and information pertaining to how public input informed the recommendations.

5:00-6:00 p.m. Housing Options Project

Presenter: Bryan Snodgrass, Principal Planner, 487-7946

Summary

Staff provided Council with an overview of the Housing Options Project, including project components and work to date, and proposed next steps.

6:00-6:30 p.m. Executive Session re: Potential Litigation

Mayor McEnery-Ogle announced the Council would be entering into executive session for 30 minutes to discuss potential litigation.

COUNCIL REGULAR MEETING

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnery-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present: Councilmembers Lebowsky, Glover, Stober, Turlay, Hansen, Mayor McEnery-Ogle

Absent: Councilmember Paulsen

Motion by Councilmember Hansen, seconded by Councilmember Lebowsky, and carried unanimously to excuse Councilmember Paulsen.

Approval of Minutes

Minutes - October 28, 2019

Motion by Councilmember Glover, seconded by Councilmember Hansen, and carried unanimously to approve the meeting minutes of October 28, 2019.

Minutes - November 4, 2019

Motion by Councilmember Lebowsky, seconded by Councilmember Glover, and carried unanimously to approve the meeting minutes of November 4, 2019.

Citizen Communication (Items 1-5)

Mayor McEnery-Ogle opened Citizen Communication and, receiving no testimony, closed Citizen Communication.

Consent Agenda (Items 1-5)

Motion by Councilmember Glover, seconded by Councilmember Hansen, and carried unanimously to approve the Consent Agenda.

1. **BRT Fort Vancouver Way and E. McLoughlin Blvd. Sidewalk Infill and Pedestrian Signal Upgrade, construction acceptance and release of retainage bond**

Staff Report 166-19

Summary

This project constructed approximately 1,000 feet of sidewalk on Fort Vancouver way from E. McLoughlin Boulevard to the north and connecting to the C-TRAN BRT project, constructed ADA-compliant ramps at E. McLoughlin Boulevard and 'G' Street intersection, and upgraded pedestrian signal to a HAWK pedestrian signal system on Fort Vancouver Way.

The original construction contract bid amount was \$561,666.00. Field adjustments and contract change orders during construction increased the contract amount to \$628,286.68, an 11.9% increase. The major changes were addition of retaining wall concrete coping to connect the sidewalk to the retaining wall and revision of approximately 190 feet of handrail from 2-rail steel to 3-rail aluminum for better corrosion protection and safety.

There was no apprenticeship utilization goal specified for the project. Federal guidelines for grant projects do not allow inclusion of the local agency apprenticeship program.

Request: Accept construction as complete in accordance with contract plans and specifications and authorize release of retainage bond to Clark and Sons Excavating of Battle Ground, Washington, subject to receipt of all documentation required by law.

Steve Lee, Senior Civil Engineer, 487-7752

Motion approved the request.

2. **Purchase of Real Property located at 8713 NE 94th Ave**

Staff Report 167-19

Summary

The City of Vancouver has decided that the existing Operations Center, located at 4711 E Fourth Plain Blvd, must be replaced. The existing building has reached the end of its operational life, is not ADA compliant, and is vulnerable to collapse in a moderate seismic event.

A master planning effort for a new facility has shown that re-building on the existing site is not financially or logistically practical.

A currently undeveloped 35-acre site has been located that meets the

geographical demands for a new Operations Center facility.

With City Council's prior permission, staff has been negotiating with the current property owner, Clark County, for the purchase of the parcels which total 35 acres in size. The attached purchase and sale agreement is the result of those negotiations. Its terms have been found to be acceptable by both City and County staffs, as well as the Clark County Council.

Section 4 of the purchase and sale agreement outlines the terms for reaching an acceptable purchase price. As the Purchaser, the City has had the property recently appraised. The appraisal, dated October 29, reports the value of the parcels at \$7,020,000.

Request: Ratify the Purchase and Sale Agreement entered into between the City of Vancouver and Clark County to purchase real property at the purchase price determined in Section 4 of the Purchase and Sale Agreement, and authorize the City Manager or his designee to execute documents necessary to close this transaction.

Brian Carlson, Public Works Director, 487-7131

Motion approved the request.

3. Lease Agreement with the Holland Partner Group for Block 10

Staff Report 168-19

A RESOLUTION authorizing the execution of a ground lease by and between the City of Vancouver and the Holland Partner Group for Block 10; authorizing the City Manager to execute said agreement on behalf of the City of Vancouver; and providing for an effective date.

Summary

Block 10 is a 41,681 square foot vacant City-owned block located east of Columbia Street and north of 8th Street in downtown Vancouver, zoned CX, City Center.

In the early 1990s, the City of Vancouver purchased five full city blocks on the north, northeast, and east sides of Esther Short Park from the Lucky Lager Brewery Company, which had vacated the property several years before. This purchase and subsequent planning efforts through the Esther Short Redevelopment Plan of 1998 spurred the dramatic improvements to the park itself and redevelopment of a number of properties in the vicinity of Esther Short Park, the oldest known public park in the Pacific Northwest. Block 10, which refers to its designation among the original thirty blocks

included in the Esther Short Plan, is the last remaining vacant block of the former brewery blocks. The block was vacant and without any structures when the City purchased it in the early 1990s.

In May of 2019, City Council, in response to a proposal from The Holland Partner Group for a large mixed use project on Block 10 which would utilize the newly created Opportunity Zone incentives, provided direction to staff to commence negotiations with The Holland Partner Group with the intent to construct a large mixed-use project on Block 10.

The proposed development is described as follows:

- 80,000 square foot, four-story office building above a two-story parking deck, with 40,000 square feet to be occupied by Holland for their corporate headquarters*
- 105-110 apartments in a five-story building over the same two-story parking deck*
- 110 parking stalls on portions of two floors with driveway access from 8th Street on the south and 9th Street on the north.*
- 10,000 square feet of active retail uses are proposed along portions of Columbia, 8th, and Washington Streets, with particular emphasis on the corners.*
- A courtyard above the second floor would be usable by tenants (floors above the parking deck are in the shape of a "U" with the opening to the south).*

Key elements of the lease agreement include:

- Project will be developed as described in the Disposition and Development Agreement*
- The term of the lease will be for 60 years, with a single 39-year extension right of the tenant*
- Rent will be as follows: Lease Year 1 through the earlier of substantial completion or Lease Year 3 = \$30,000/year; The balance of Lease Years 1 through 3 if substantial completion prior to the end of Lease Year 3 and Lease Year 4 = \$66,500/year; Lease Years 5-10 = \$133,200/year; Lease Year 11-29 = \$166,500/year*
- Every year beginning the 5th Lease Year, base rent will be increased by the CPI subject to a maximum 3 percent adjustment*
- Annual Base Rent in the 30th, 45th, 60th, and 80th Lease Years will be increased to the greater of either: a) the CPI Adjustment amount or b) five percent of the Revaluation Fair Market Value. In no event shall the Base Rent increase by more than 15 percent on a Revaluation Date.*
- Target dates are established for project milestones, including obtaining a shoring and excavation permit (March 18, 2020), commencing construction (May 31, 2020), obtaining a building permit for the podium (June 9, 2020), obtaining an office core and shell*

permit (September 2, 2020), obtaining a permit for the multi-family building (September 2, 2020), and obtaining a tenant improvement permit (April 29, 2021)

- Improvements shall be designed and constructed substantially in accordance with the approved conceptual design plans*
- Reference is made to the change to VMC 20.630 "Building Lines" section of the Land Use and Development Code that would be required to allow the proposed design, and the tenant agrees that there is no obligation under the lease to approve such a code amendment in favor of the project*
- Holland shall deliver any improvements on Block 10 installed by Vancouver's Downtown Association to them at Holland's sole cost and expense*
- Holland agrees that it shall lease at least two floors containing approximately 40,000 square feet for its corporate headquarters for a period of at least ten years.*
- City agrees to terminate the right-of-way permit for the bank drive-thru on 9th Street no later than 30 days prior to estimated commencement of construction*
- Holland, upon execution of the lease, will deposit \$250,000 to be held in security by the City. Such deposit shall be refunded to Holland once \$5,000,000 in hard costs for the construction of the new improvements has been expended.*
- Holland agrees to pay any additional rent, all taxes and assessments on the property and shall arrange and pay for heat, light, water, gas and sewer and for all other public utilities during the full lease term.*
- Tenant shall have the right to purchase the property for fair market value at the end of the 60th, 80th, and 99th Lease Years.*

Request: Authorize the City Manager or Designee to approve a lease agreement substantially in the form attached to this staff report, and all necessary related documents, to include a parking license agreement, with a legal entity of Holland for the development and use of Block 10, with an option to purchase the property after lease years 60, 80, and 99.

*Chad Eiken, Community and Economic Development
Director, 487-7882; Jonathan Young, City Attorney, 487-8500*

Motion adopted Resolution M-4045 approving the request.

4. Appointment to the PDX Citizen Noise Advisory Committee

Request: Reappoint Mike Yee to the PDX Citizen Noise Advisory Committee, term beginning December 1, 2019, and expiring

November 30, 2022.

Council Committee 2

Motion approved the request.

5. Approval of Claim Vouchers

Request: Approve claim vouchers for November 18, 2019.

Motion approved claim vouchers for November 18, 2019, in the amount of \$10,947,535.57.

Public Hearings (Items 6-14)

6. 9th Amendment to Vancouvercenter Disposition and Development Agreement

Staff Report 169-19

A RESOLUTION approving an extension of a disposition and development agreement by and among the City of Vancouver, by and among Vandevco Residential LLC, a Washington limited liability company, as owner of Unit 1A; NASH – Holland 601 Columbia, LLC, a Delaware limited liability company, as owner of Unit 1B; Vandevco Office Tower LLC, a Delaware limited liability company, as owner of Unit 1C; and NASH – Holland Washington & Sixth, LLC, a Delaware limited liability company, as owner of Unit 1D and the City of Vancouver, a State of Washington municipality, as owner of Unit 2 (“City”).

Summary

Holland Partner Group, which is currently constructing a six-story residential tower on the Vancouvercenter project, has an option to purchase the City's 750-space parking garage that expires on December 31, 2019, according to a Disposition and Development Agreement that was approved in June of 1999 and subsequently amended.

Holland's request regarding the purchase option was described in a recently-approved Disposition and Development Agreement for Block 10, located immediately north of Vancouvercenter. In order to demonstrate to potential lenders that revenue from the garage will be sustainable through more proactive management, Holland has also requested that they be allowed to manage all or a portion of the garage during the three-year period, which will be considered by Council under a separate agreement.

The proposed amendment would extend the option term by three years only. The minimum purchase price and other terms contained in the DDA will remain as currently exists. If approved, Holland's Option to Purchase Garage Agreement, as specified in the Vancouvercenter DDA as amended, would be extended to December 31, 2022.

Request: On Monday, November 18, 2019, subject to public hearing, adopt a resolution amending the Vancouvercenter Disposition and Development Agreement.

Chad Eiken, Community and Economic Development Director, 487-7882

Chad Eiken, Community and Economic Development Director, provided an overview of the proposed amendment to the Disposition and Development Agreement (DDA).

Councilmember Stober asked what the status is of the City's analysis and progress related to a downtown parking strategy and how this development agreement gives the City more time to develop that strategy.

Mr. Eiken explained that staff had laid out a number of activities that are being worked on to add to the parking supply, but the overall strategy must address needs and initiatives beyond system efficiencies. He stated because of this, the downtown parking strategy is scheduled to be part of the Vancouver City Center Vision update and analysis to be completed next year. Mr. Eiken noted staff has been in discussions with Holland about an opportunity to take over operations of the Vancouvercenter garage and test the market related to how efficiently the garage can be operated, which will help the City determine how much additional capacity can be added to the system by proactively managing the garage. It will also help the City determine whether it should sell or retain the garage.

Mayor McEnery-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Hansen, seconded by Councilmember Turlay, and carried unanimously adopted Resolution M-4046 approving the request.

7. Multifamily Tax Exemption: Downtown Block 10

Staff Report 170-19

A RESOLUTION of the City Council of the City of Vancouver approving an agreement with HOLLAND PARTNER GROUP for an eight-year property tax exemption including 20 percent of the units affordable to households at or

below 100 percent area median income for the property located on Block 10 of the West Vancouver Plat (Tax Lot 48120000) in Vancouver, Washington.

Summary

The multi-family property tax exemption program in general is designed to incentivize new private multi-family development in targeted areas in the City. The program is a tool to assist cities in accommodating future population growth in designated centers, close to employment, shopping, and transit services and to encourage affordable housing where appropriate.

The Holland Partners Group is proposing an eight-year exemption for 105 residential units with 20% of those units restricted to households at 100 percent of the area median income (AMI) defined by HUD. The rent must not be higher than 30 percent of the household income, including utilities. For 2019, the AMI for a family of four is \$87,900. The development is a seven-story mixed use building with 6,000 square feet of commercial space on the ground floor and 110 on-site structured parking spaces. The tax exemption applies only to the residential portions of the project; the non-residential portions will be subject to property tax in the usual manner.

The tax impact of the project is estimated as follows:

	Total – all taxing districts	City of Vancouver
<i>Net Present value of future tax revenue* (20 year)</i>	\$4,369,024	\$1,211,000
<i>Net present value of “foregone” tax revenue (8 years)</i>	(\$772,000)	(\$253,000)
NET PRESENT 20 YEAR BENEFIT	\$3,597,024	\$958,000

**Estimated discounted present value of construction sales tax, utility tax and property tax over 20 years*

The site is currently exempt from property tax as it is owned by the City of Vancouver.

In addition to the above considerations, the exemption accelerates a project that will be on the tax rolls for decades beyond the end of the eight-year exemption period.

Request: On Monday, November 18, 2019, subject to public hearing, adopt a resolution approving the Agreement and conditional tax exemption certificate for the Block 10 development.

Peggy Sheehan, Community Development Programs

Peggy Sheehan, Community Development Programs Manager, provided an overview of the Multifamily Tax Exemption (MFTE) program and the details of this specific proposal.

Mayor McEnerny-Ogle noted that the HUD median income is for the entire Portland metro area, and asked if there is any way to reflect just Vancouver's median income. Ms. Sheehan explained that state law requires the City to use HUD's designation of median income, and HUD assigns that to the entire Portland metro area as a region and does not specify the index for just Southwest Washington. She stated Vancouver's median income based on the last census data is around \$56,000.

Councilmember Hansen stated this property has been sitting vacant for 26 years with \$0 in tax revenue coming to the City. He noted that the commercial component of the proposed development will not be exempt from taxes, and he expressed support for this project moving forward.

Mayor McEnerny-Ogle opened the public hearing and received the following testimony:

- Glen Yung, Vancouver, expressed concerns that the MFTE program is presented as providing abatement to improve affordable housing in Vancouver, but because of the HUD thresholds for median income and state law, the rents that can be charged for such projects are not affordable to Vancouver residents.

There being no further testimony, Mayor McEnerny-Ogle closed the public hearing.

Motion by Councilmember Glover, seconded by Councilmember Hansen, and carried unanimously to adopt Resolution M-4047 approving the request.

8. **Proposed changes to VMC 20.630 Downtown District standards governing building extensions into the right-of-way**

Staff Report 161-19

AN ORDINANCE relating to downtown standards for horizontal building extensions into the right-of-way, amending Vancouver Municipal Code (VMC) 20.630, Downtown District, providing for severability, and providing for an effective date.

Summary

At the October 8 Planning Commission public hearing, staff recommended adding an allowance for horizontal extensions of up to 5 feet into the right-

of-way for up to 85 feet of building height, and other changes also consistent with the Block 10 proposal. Commissioners acknowledged the importance of efforts to develop Block 10 but expressed varying degrees of concern about the policy implications the proposal could have for building size, street front function and public safety if the proposed extensions and potential use of supportive columns are allowed throughout downtown. Motions to forward the staff recommendation with added requirements for safety monitoring, to forward it with added limits on the extensions to 75% of any one block face and 50% of all four faces of any one building, and to oppose the staff recommendation as currently formulated without amendments all failed by votes of 2-4, 3-3, and 3-3, respectively. Planning Commission staff report on page 4 and draft minutes on page 9.

The proposed code change is before City Council without a majority position from the Planning Commission. Following discussion at the October 14 City Council worksession, staff recommends adding the allowance for horizontal extensions of 5 feet into the right-of-way up to 85 feet of building height, but only for projects subject to a Development Agreement; eliminating the existing allowance for extensions up to 15 feet into the right-of-way for up to 35 feet of building height; prohibiting supporting columns in the right-of-way; eliminating the existing 10-foot maximum sidewalk-to-extension height requirement, and raising the minimum height to 12 feet; and revisiting all downtown standards in the VCCV update beginning in 2020.

Request: On Monday, November 18, 2019, subject to second reading and public hearing, approve ordinance.

Bryan Snodgrass, Principal Planner, 487-7946

Mayor McEnerny-Ogle read the title of the ordinance into the record.

Bryan Snodgrass, Principal Planner, provided an overview of the proposed code amendment.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Stober, seconded by Councilmember Glover, and carried unanimously to approve Ordinance M-4278.

9. **Proposed New Zoning Standards for Self-Service Storage Facilities**

Staff Report 162-19

AN ORDINANCE of the City of Vancouver, Washington regarding self-service storage zoning standards; amending Vancouver Municipal Code ("VMC") VMC 20.895 "Miscellaneous Special Use Standards", VMC 20.160.020 "Listing of Use Classifications", VMC 20.430.030 "Uses", VMC 20.440.030 "Uses"; providing for severability; and establishing an effective date.

Summary

Self-storage is recommended to continue to be permitted in zoning districts where it is currently allowed (General Commercial, Community Commercial, Office Campus Industrial, and Light Industrial), but subject to the following:

- Prohibit new storage uses on properties located in whole or part within 500 feet of major corridors as identified in the map.*
- Allow existing self-storage businesses to expand or construct new buildings within parcels currently being used for self-storage if they are rendered nonconforming by new code changes.*
- Require new self-storage to be two or more stories with interior access to storage units only.*
- Prohibit outdoor storage on the property.*
- Prohibit activities not appropriate within storage units such as heavy industrial activity, storage of hazardous materials or animals, or conducting garage or estate sales.*
- Require each floor above the ground floor facing a street to be at least 15% glass.*
- Require at least 75% of any ground floor building wall facing a primary, minor, or collector arterial street to incorporate interest-creating features.*
- Update VMC 20.160 Use Classifications to specify that self-storage does not include outdoor storage, and specifically include outdoor storage in the warehouse/freight movement use category instead; prohibit tenants from using storage units for residential purposes; and state that the term mini-storage used in the code is meant to mean self-storage.*
- Update use tables in VMC 20.430 Commercial and Mixed Use Districts and 20.440 Industrial Districts to add footnotes that reference the new self-storage standards.*

Request: On Monday, November 18, 2019, subject to second reading and public hearing, approve ordinance.

Bryan Snodgrass, Principal Planner, 487-7946

Mayor McEnerny-Ogle read the title of the ordinance into the record.

Mr. Snodgrass and Cayla Cothron, Associate Planner, provided an overview of the proposed regulations and corridors to be included in the regulations.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Councilmember Stober expressed concerns about the map and the corridors proposed for inclusion under the regulations and stated it seems like the map was developed around existing C-TRAN corridors, rather than being based on where the City wants commercial corridors to be developed. He stated he is ready for the moratorium to be removed but he is uncomfortable about waiting for a year to revisit this and make amendments at that time.

Council spoke at length regarding the corridors proposed for inclusion and notable gaps where self-storage would be prohibited. Mr. Snodgrass explained Council may make adjustments to those corridors as they see fit, and staff had been attempting to remain consistent with previous Council policy direction on similar standards.

Council spoke at length regarding timing and process if amendments were made to the map at this meeting. City Attorney Jonathan Young explained such amendments would be substantive, so an additional reading of the ordinance as amended and a public hearing would be required. Mr. Snodgrass stated Council would have time to do this before the moratorium expires, and could bring an amended ordinance back to Council on December 2 for an additional reading and public hearing.

Mr. Young requested an amendment to the implementation date in the ordinance, as it currently puts the ordinance into effect 30 days following final passage, which would put it past the expiration date of the moratorium. He recommended Council amend the ordinance date so regulations would be effective immediately.

Councilmember Glover expressed concerns about making hasty decisions about future commercial corridors without some kind of evidence to support such decisions. City Manager Eric Holmes stated that the commercial corridors in the city are generally settled because of the historic land use patterns. Within this specific policy, there are some gaps when looking at the corridors that are also the subject of the ongoing commercial corridors study, specifically extending the Fourth Plain segment beyond 117th Avenue to the east, gaps along Mill Plain Boulevard, as well as 39th Street between Main Street and Fruit Valley Road. He noted Council had expressed some discomfort with including portions of State Route 14 also.

Council spoke at length regarding potential amendments to the map and included corridors. Councilmember Stober asked whether 162nd Avenue north to Fourth Plain should be included. Ms. Cothron stated that staff did take a look at that corridor and had some concerns because that corridor includes one of the largest concentrations of available industrial land.

Councilmember Hansen expressed concerns about legislating on the fly and stated he would be voting against an amendment at this point.

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and approved 4-2 with Councilmembers Turlay and Hansen voting No, to amend Figure 20.895-1 of the ordinance to include Mill Plain Boulevard for its entirety; Fourth Plain Boulevard for its entirety; the entirety of NE 112th Avenue to the intersection of SE McGillivray Boulevard; and the entirety of 39th Street from Fruit Valley Road west to I-5; and to exclude State Route 14.

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried 5-1 with Councilmember Turlay voting No, to amended Section 7 "Effective Date" to set an effective date immediately upon final passage of the ordinance.

10. **Property Tax Levy for 2020**

Staff Report 156-19

AN ORDINANCE relating to the annual property tax levy; authorizing an increase of 1.0% in the City's regular levy from the amount levied the previous year; and providing for an effective date.

Summary

On November 6, 2001, Washington voters approved Initiative 747 (I-747), which limits the allowable increase in the property tax levy to 1.0%, or the rate of inflation, whichever is less. The intent of the Initiative was reaffirmed by the Legislature in November 2007. The measure of inflation used under this law is the Implicit Price Deflator (IPD). The IPD inflation rate for 2020 levy calculations is 1.396%.

Staff recommends that City Council approve a 1.0% increase in the property tax levy. Because the inflation rate is higher than the 1.0% limit, the 1.0% increase is the maximum increase allowed. Based on last year's General Fund levy of \$50,021,773.90, the increase will be \$500,217.74. Authorization of this increase requires a simple majority vote of City Council.

Staff estimates that the City's general fund property tax levy rate in 2020 will range between \$1.95 per \$1,000 of assessed value to \$2.05 per \$1,000 of assessed value, compared to the actual 2019 general fund property tax levy rate of \$2.114 per \$1,000. The decrease in the property tax levy rate is attributed to assessed values in the City increasing by approximately 6.5% compared to the prior year. Because of the limit on property tax increases, as discussed above, the property tax levy rate declines as assessed value increases. The statutory cap for the City's levy rate is \$3.325 per \$1,000 of assessed value.

Example calculation of City Property Tax:

Assessed 2019 \$305,000	Value	Levy Rate 2019 \$2.114 (per \$1,000 assessed value; General Fund Levy only)	2019 City Property Tax = \$644.77
Assessed 2020 \$324,825 (assumes assessed value increases 6.5%)	Value	Estimated Levy Rate 2020 \$2.00 (per \$1,000 assessed value; General Fund Levy only)	2020 City Property Tax (hypothetical) = \$649.65
AV increases 6.5%		Levy Rate declines	Annual tax increase \$4.88 for this example taxpayer*

**If the assessed value of the resident's property as a percentage increased by less than 6.5%, the resident's annual taxes would be equal to or slightly less than the taxes paid to the City in 2019. If the assessed value of the resident's property increased by more than 6.5% from the previous year, the increase in the annual taxes would be slightly higher.*

Some citizens may qualify for tax relief, or qualify for a deferral program. To find out more information about this, residents should contact the Clark County Assessor's Office at 564-397-2391 or visit their website at <http://www.clark.wa.gov/assessor/taxrelief/index.html>.

In addition to the base levy, the City collects new property tax revenue based on the value of new construction added to the assessment rolls during the prior year. The revenue to the City is calculated using the assessed value of new construction multiplied by the prior year's levy rate. The value of new construction is still being finalized by the County Assessor's Office and includes the value of utility new construction provided to the County Assessor by the State. The most recent estimate from the County Assessor's Office indicates more than \$378 million of new construction, which translates into \$800,000 of additional City property tax revenue, which is slightly more than the \$718,400 received for new construction values for 2019 taxes. The City's ordinance states the percentage and dollar amount increase in the City's base property tax levy as required by RCW 84.55.120. The County Assessor will determine the levy amount for new construction based on their final calculations.

Request: On Monday, November 18, 2019, subject to second reading and public hearing, approve ordinance.

Carrie Lewellen, City Treasurer, 487-8482

Mayor McEnerny-Ogle read the title of the ordinance into the record.

Carrie Lewellen, City Treasurer, provided an overview of the proposed ordinance.

Councilmember Stober noted that state law prohibits cities from increasing property taxes more than the lesser of 1 percent or CPI annually, but the City is subject to inflation that is usually much higher than either, which is why the City has a structural deficit.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Hansen, seconded by Councilmember Stober, and carried unanimously to approve Ordinance M-4279.

11. **Property Tax Affordable Housing Levy for 2020**

Staff Report 157-19

AN ORDINANCE relating to the annual property tax levy; authorizing an increase of 0.0% in the City's Affordable Housing Fund levy from the amount levied the previous year; and providing for an effective date.

Summary

Proposition 1 was approved by the citizens of Vancouver in November 2016, and authorized a \$6,000,000 annual property tax levy for 7 years, beginning in 2017. Information provided by the Washington State Department of Revenue states that the dollar amount stated in the ballot title is a limiting amount, and the highest lawful levy amount is \$6,000,000.

Staff recommends that City Council approve a 0.0% increase in the property tax levy for the Affordable Housing Levy. Based on last year's Affordable Housing Fund levy of \$6,000,000, the increase will be \$0.00. Authorization of this requires a simple majority vote of City Council.

Staff estimates that the City's Affordable Housing Fund property tax levy rate in 2020 will range between \$0.23 per \$1,000 of assessed value to \$0.245 per \$1,000 of assessed value, compared to the actual 2019 affordable housing fund property tax levy rate of \$0.254 per \$1,000. The decrease in the property tax levy rate is attributed to assessed values in the City increasing by approximately 6.5% compared to the prior year. Because of the limit on property tax increases, as discussed above, the property tax levy rate declines as assessed value increases. The statutory cap for the City's levy rate is \$3.325 per \$1,000 of assessed value.

Example calculation of City Property Tax:

Assessed Value 2019 \$305,000	Levy Rate 2019 \$0.25360337 (per \$1,000 assessed value; Affordable Housing Levy only)	2019 City Property Tax = \$77.35
Assessed Value 2020 \$324,825 (assumes assessed value increases 6.5%)	Estimated Levy Rate 2020 \$0.23813 (per \$1,000 assessed value; Affordable Housing Levy only)	2020 City Property Tax (hypothetical) = \$77.35
AV increases 6.5%	Levy Rate declines	Annual tax increase \$0.00 for this example taxpayer*

**If the assessed value of the resident's property as a percentage increased by less than 6.5%, the resident's annual taxes would be equal to or slightly less than the taxes paid to the City in 2019. If the assessed value of the resident's property increased by more than 6.5% from the previous year, the increase in the annual taxes would be slightly higher.*

Some citizens may qualify for tax relief, or qualify for a deferral program. To find out more information about this, residents should contact the Clark County Assessor's Office at 564-397-2391 or visit their website at <http://www.clark.wa.gov/assessor/taxrelief/index.html>.

Request: On Monday, November 18, 2019, subject to second reading and public hearing, approve the ordinance.

Carrie Lewellen, City Treasurer, 487-8482

Mayor McEnerny-Ogle read the title of the ordinance into the record.

Carrie Lewellen, City Treasurer, provided an overview of the proposed ordinance.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Glover, seconded by Councilmember Lebowsky, and carried unanimously to approve Ordinance M-4280.

12. **Ad Valorem Taxes for 2020**

Staff Report 158-19

AN ORDINANCE fixing and levying the amount of ad valorem taxes necessary to balance estimated revenue with estimated expenditures for the 2019-2020 Budget for the City of Vancouver; providing for an effective date.

Summary

Pursuant to RCW 35.33.135, Council must approve an ordinance to fix and authorize the Clark County Assessor's Office to levy ad valorem taxes necessary to fund the City of Vancouver's 2019-2020 Biennial Budget.

An ad valorem tax (Latin for "according to value") is defined as a tax based on the value of real estate or personal property. An ad valorem tax is typically imposed at the time of a transaction(s) (a sales tax or value-added tax (VAT)), but it may be imposed on an annual basis (real or personal property tax) or in connection with another significant event (i.e. inheritance tax).

Staff currently estimates the 2020 real and personal property tax levy as \$58 million, which includes a preliminary estimate of \$800,100 in property tax revenue from new construction. The estimate of property tax from new construction will be updated based on the final new construction valuation provided by the Assessor's Office. The estimate of property tax revenue does not include the change in value of state-assessed utility property. Both of these amounts will not be final until December 2019.

City staff recommends that Council approve ad valorem taxes in the amount of \$58 million, which is needed to fund the City's 2019-2020 biennial budget. Of the total, \$52 million is for general fund purposes, and \$6 million is for the affordable housing fund. Approving ad valorem taxes of \$58 million allows the County Assessor's Office to levy real and personal property taxes to the full extent allowed under Washington State law. Staff anticipates that the final certified levy will be between \$57.5 million and \$57.9 million in 2020. If Council authorizes the ad valorem tax amount too low, the County Assessor's Office will only be allowed to levy up to the amount authorized by Council.

Staff recommends that City Council approve ad valorem taxes in the amount of \$58 million for the 2020 real and personal property tax levy within the city limits of Vancouver. This estimated revenue source is necessary to fund the 2019-2020 Biennial Budget for the City of Vancouver.

Request: On Monday, November 18, 2019, subject to second reading and public hearing, approve ordinance.

Carrie Lewellen, City Treasurer, 487-8482

Mayor McEnemy-Ogle read the title of the ordinance into the record.

Carrie Lewellen, City Treasurer, provided an overview of the proposed ordinance.

Mayor McEnemy-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Hansen, seconded by Councilmember Stober, and carried unanimously to approve Ordinance M-4281.

13. **Approval of Ordinance Imposing Sales Tax Credit for Affordable Housing**

Staff Report 159-19

AN ORDINANCE of the City Council of the City of Vancouver, Washington, authorizing the maximum capacity of a local sales and use tax to fund investments in affordable and supportive housing, to be codified at chapter 3.45 of the Vancouver Municipal Code; providing for severability; and establishing an effective date.

Summary

SHB 1406 provides authority for cities and counties to impose a sales tax of .0146 percent that is credited against the state's share of the sales tax. The revenue can be used for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, and for the operations and maintenance costs of affordable or supportive housing. Because it is credited against the state's share of the sales tax, the imposition of this tax will not result in any increase in the sales tax the consumer pays. On July 8, 2019, the City adopted a notice of intent to impose the sales tax. The current action adopts an ordinance imposing the sales tax.

Currently, work is underway to develop a comprehensive strategy to address the homelessness issues and affordable housing using the resources available to the City. Those resources include the CDBG grant, the Affordable Housing Fund and the revenue resulting from the adoption of this ordinance. The budget action authorizing expenditure of funds generated as a result of approving this ordinance will come before Council for approval in the future budget supplemental appropriation.

Request: On Monday, November 18, 2019, subject to second reading and public hearing, approve ordinance.

Natasha Ramras, Chief Financial Officer, 487-8484

Mayor McEnerny-Ogle read the title of the ordinance into the record.

Natasha Ramras, Chief Financial Officer, provided an overview of the proposed ordinance.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Lebowsky, seconded by Councilmember Hansen, and carried unanimously to approve Ordinance M-4282.

14. **Amendments to VMC 6.12 adjusting Garbage, Recycling and Organics Rates for 2020**

Staff Report 160-19

AN ORDINANCE relating to the collection of solid waste, recyclable materials and organics, and amending certain sections of VMC 6.12 to increase or adjust rates and charges consistent with approved utility user taxes and rates and in accordance with current contracts for the coming year; providing for savings, severability and an effective date.

Summary

City Council is the rate-making authority for garbage, residential recycling, and organics collection services within the City of Vancouver. The City contracts with a private hauling company, Waste Connections of Washington, to provide comprehensive garbage, recycling and organics collection services to residents and businesses within city limits. The contract terms authorize Waste Connections to receive annual adjustments to customer rates based on changing operating conditions including: an inflation adjustment factor tied to a percentage of the CPI and fuel costs, disposal tip fees, the number of customers served and fees paid to the City to support solid waste related programs. All adjustments to rates are made in accordance with Exhibit D of the contract. Garbage rates also include the City's utility tax that is embedded within them. The City's utility tax does not apply to recycling or organics collection services.

For 2020, Public Works staff updated the model consistent with the contract and the previously approved increase in the utility tax set for January 1, 2020 and determined that garbage rates will need to increase by 4.0 to 4.5 percent while recycling and selected other fees, not linked to the disposal tip fee or utility tax, will need to increase by 2.3 percent, effective January 1st. Key reasons for this increase are a 1.6 percent increase in the solid waste utility tax, a 2.23 percent increase in the CPI, a 10.50 percent increase in the diesel fuel index, and a 0.1 percent increase in the disposal tip fees.

Scheduled Utility Tax Increase

Ordinance M-4239 adopted by City Council on October 1, 2018 provides for a 1.6 percent increase in the Solid Waste Utility Tax rate from 27.3 percent to 28.9 percent as of January 1, 2020. This increase is to be used for the purpose of funding police staffing and associated services consistent with recommendations of the community resource team. Because this is a gross receipts tax, the garbage rates must increase by 2.3 percent to cover the 1.6 percent increase in the tax rate.

Inflation Adjustment Factor

Under the contract, collection costs for garbage, recycling and organics adjust at 80 percent of a blended and combined CPI (92 percent of the CPI increase of 2.23 percent) and diesel fuel index (8 percent of the fuel index increase of 10.50 percent) factor which leads to an overall blended 2.31 percent increase for the collection cost component, the City fee and other miscellaneous fees.

Disposal Tip Fees

On January 1st, the disposal tip fee is scheduled to increase \$0.15 per ton as a result of an increase in Oregon DEQ fees of \$0.06 and a \$0.09 increase in additional work requested by Clark County for engineering work being done by Columbia Resource Company at the Central Transfer and Recycling Station. The CPI adjustment on disposal tip fees is not being taken this year as a result of contract language related to recent growth in total system tonnage. Effective January 1, 2020 the tip fee will increase from \$95.71 per ton to \$95.86 per ton.

Recycling Fees

The rates proposed for January 1, 2020, include adjustments to curbside and multi-family fees based on the Inflation Adjustment Factor detailed above as well as adjustments to the recycling processing surcharges which were added April 1, 2019 to recover costs associated with the local response to the global market issues and the ongoing need for supplying quality materials to these markets. A recent review, in partnership with Clark County, found that the cost of processing recyclables passed through to the collector should increase from \$68.91 per ton (approved on February 19, 2019) to \$74.76 per ton effective on January 1, 2020. Curbside customers averaged lower volumes of materials set out than in the prior year so the recycling processing surcharge will decrease from \$1.77 per month to \$1.59 per month. Multi-family average volumes collected per unit increased slightly so the recycling processing surcharge for these customers goes from \$0.78 per month to \$0.84 per month. The combined impact for recycling fee components is a 2.1 percent decrease (\$0.10 per month) in curbside recycling charges and a 4.3 percent increase (\$0.09 per month) in multi-family recycling charges.

Organics Fees

The rates proposed for January 1, 2020, include adjustments to the organics rates. For the standard subscription service of 96-gallons every-other-week the Inflation Adjustment Factor increases the current rate from \$7.43 per month to \$7.60 per month (a 2.3% increase). Changes to the air quality permitting requirements, within the last six months, at the Dirt Hugger organics processing site have resulted in additional operational and capital costs to control for VOC emissions. This adds an additional \$4.90 per ton to the cost of processing organics. Section 4.3.2 of the City's comprehensive collection contract allows for the City to pass-through this cost in customer rates. For the 96-gallon service level this adds an additional \$0.20 per month and results in a total 2020 rate of \$7.80 per month (a net increase of \$0.37 per month – 5% overall increase).

Contract Change Impacts and City Fee

The new comprehensive collection contract with Waste Connections of Washington runs from April 1, 2019 through April 30, 2030. New service levels associated with the contract, including the addition of food scraps to the previous yard debris service to comprise the Organics collection element of the contract, were largely incorporated into the April 1, 2019 rate adjustments. The option for on-call yard debris service went away, as of October 1, 2019, as organics need to be collected on a regular every-other-week schedule. As a result this service and rate option goes away. The rates for commercial container service also have been adjusted to reflect a negotiated one-time one half a percent increase on January 1, 2020 as a result of the new contract which now allows an option for “space saver” rates in VMC 6.12.210.

For 2020 overall, the typical residential customer rate for 32 gallons of weekly garbage service with recycling and organics collection increases 3.2 percent or \$1.03 per month (this reflects a \$0.76 increase in garbage charges, a net \$0.10 decrease in combined recycling and recycling processing surcharge fees, and a \$0.37 increase in the organics charge). Households with alternative service levels may experience slightly different impacts. The \$7.80 per month fee for subscribing to standard 96-gallon organics service may be reduced to \$6.75 by choosing a 64-gallon cart, \$5.70 with a 32-gallon cart or \$4.65 with a 20-gallon cart.

Staff recommends adjusting customer rates to meet the contractual obligations associated with the defined Inflation Adjustment Factor and the City's increase in the Solid Waste Utility tax as well as other factors noted and detailed in the attached Summary of Proposed Solid Waste Collection Rates. All adjustments will be effective January 1, 2020.

Request: On Monday, November 18, 2019, subject to second reading and public hearing, approve ordinance.

Julie Gilbertson, Solid Waste Supervisor, 487-7162; Rich McConaghy, Solid Waste Manager, 487-7165

Mayor McEnerny-Ogle read the title of the ordinance into the record.

Julie Gilbertson, Solid Waste Manager, provided an overview of the proposed ordinance and solid waste services.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Glover, seconded by Councilmember Stober, and carried unanimously to approve Ordinance M-4283.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

a. A Stronger Vancouver Work Program and Introduction of I-976 Impacts and Options

City Manager Eric Holmes presented Council with a proposed updated work plan regarding the Stronger Vancouver initiative that would include additional opportunities for the Council to hear directly from the public, and deliberate on services and projects included in the initiative and evaluate potential funding sources related to those, tentatively setting final adoption for the spring of 2020.

Council was in agreement with the process Mr. Holmes outlined.

Mr. Holmes also provided an outline of the impacts to the City's transportation budget due to the passage of Initiative 976 and the potential options Council will need to consider to address that funding shortage.

Adjournment

8:19 p.m.

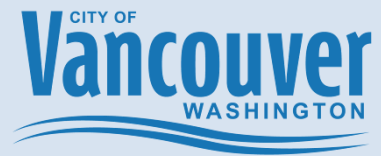
Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and videotapes. The audio tapes are kept on file in the office of the City Clerk for a period of six years.

CITY OF VANCOUVER 2020 FEDERAL LEGISLATIVE AGENDA



GROW A MORE PROSPEROUS CITY

I-5 Bridge Replacement | Policy Item

Replacement of the I-5 Bridge is a top priority for the City of Vancouver. The northbound span opened in 1917 and the nearly identical southbound structure opened in 1958. The Interstate Bridge sees 135,000 crossings each weekday, is the 29th worst bottleneck in the country and is at capacity—meaning the current design cannot physically handle any additional throughput.

The City strongly supports inter-state and federal investments to fund an I-5 bridge replacement project consisting of high-capacity transit with a dedicated guideway.



Interstate Bridge Northbound Span Opens Feb. 14, 1917

Support Transportation Reauthorization | Policy Item

Transportation resources are necessary to facilitate economic growth, job creation, reduce traffic congestion and improve transportation choices within our community. Congress should develop and pass a comprehensive long-term transportation reauthorization bill providing robust funding for bridges, highways, mass transit and other local infrastructure needs. Within the transportation reauthorization bill, Vancouver supports:

- Creation of the **Bridge Investment Program** included in the Senate ATIA bill. The new \$6.6 billion program would address some of our nation's most problematic bridge needs and be a viable funding source for the replacement of the I-5 Bridge.
- Maintaining and increasing funding for **FTA Capital Investment Program, INFRA and BUILD**. These programs could provide federal investment toward the I-5 Bridge replacement project and other critical freight and economic development projects in SW Washington.

GROW A MORE PROSPEROUS CITY CON'T

- Creation of programs that allow municipalities' direct access to federal resources and competitive grants. Today, more than 90% of federal highway assistance is distributed to the states by formula.
- Providing more funding and increased set asides within key transportation programs, including the **Surface Transportation Block Grant, Transportation Alternative Program and Federal Lands Access Program (FLAP)**.
- Maintaining the Categorical Exclusion for projects with minimal federal participation and streamline the federal permitting process.
- A long-term, sustainable and reliable funding solution for the Highway Trust Fund.

PROJECT FIRST | \$10 million

The City of Vancouver is seeking a \$10 million urban BUILD grant to complete Project Fast-Tracking Improvements to Reach Strategic Targets (Project FIRST). Project FIRST is a \$24.425 million infrastructure investment in East Vancouver that will facilitate the City's long-term economic goals. The project will upgrade an approximately 1.36-mile segment of SE 1st Street from a two-lane rural road to multimodal urban standards that will accelerate economic development and improve safety and connectivity in the region. Project FIRST will accelerate economic growth with a new urban arterial that will provide accessibility to support redevelopment and investment in Section 30 and Columbia Tech Center. At full buildout, the City estimates Section 30 will host 9,400 new jobs.

Brownfield Grant | \$600,000

The City is leading a coalition application with Clark County Public Health and the Vancouver Housing Authority for a US Environmental Protection Agency (EPA), Community-Wide Assessment Brownfield grant. The grant will focus on brownfield redevelopment of targeted economic development sites countywide, with an emphasis in Vancouver on the Mill Plain and Fourth Plain corridors with the goal of improving employment and education opportunities for low and middle income residents.

32nd Ave. Extension | Proposed Project

This road extension project will provide the Port of Vancouver with better freight access to I-5, catalyze new development on industrial lands, protect communities by diverting freight traffic and enhance safety of the pedestrian and bike network.

Taxes: Restore SALT Deduction and Advanced Refunding | Policy Item

SALT Deduction: The City is concerned about the impact on lower and middle income families of the \$10,000 cap on deductions for property, state and local taxes. The City supports full restoration of the SALT deduction.

Advanced Refunding: The City supports refinancing of municipal bonds which was eliminated in the 2017 tax bill. Refinancing bonds lowers the debt service for local governments and is a financing tool that reduces the burden on local residents.

INVEST IN A SAFE AND WELCOMING COMMUNITY

Protect CDBG, HOME, Section 108, BUILD and EDA Funding | Policy Item

The City supports maintaining funding levels for these critical infrastructure programs. The City is a CDBG and HOME entitlement community and utilizes these formula funds on low-income programs that both grow the economy and serve as a community safety net.

Water Station 5 – Seismic Resiliency | \$4 million

The City of Vancouver is seeking \$4 million for seismic upgrades to its Water Station 5 facility. The City of Vancouver is the third largest supplier of drinking water in the state of Washington, serving 253,000 people. A 2014 seismic evaluation determined the station's reservoirs' roofs and concrete structures are structurally deficient and at serious risk of failure in a seismic event. These reservoirs account for 33% of the City's total storage volume and 100% of the water storage for one of the City's pressure zones.

ASSISTANCE TO FIREFIGHTERS GRANTS

Thermal Imaging Cameras | \$184,647

Vancouver Fire Department (VFD) is seeking funds to purchase thermal imaging cameras (TIC). This vital tool helps firefighters see through smoke and rapidly locate the seat of a fire. This assists in identify potential victims and reduces firefighter exposure.

Hazardous Materials Training | \$209,000

VFD is seeking grant funding to support sending department staff to specialized training in hazardous materials response and incident management.

Project Home Safe | \$221,163

VFD is seeking grant funding to support risk reduction through fire prevention and life safety education. By identifying and employing zero-ignition strategies to prevent fire incidents, reduce injuries and property loss.

Crude-By-Rail | Policy Item

The City supports reprioritizing crude-by-rail training and equipment grants as "high priority" items within the Assistance to Firefighter Grant program. Today, crude-by-rail communities and their first responders lack the equipment, training, and operational support they need to meet the public safety challenges posed by derailments. Under current AFG criteria guidelines, these types of requests will not get funded.

Preserve States Rights | Policy Item

In 2012, the citizens of Washington State approved the legalization of recreational marijuana. Since then, the City of Vancouver has experienced minimal nuisance issues but no material negative impact to the community from marijuana sales and approximately \$800,000 per year in tax revenue has gone to support increased police staffing. The City supports efforts in Congress to preserve and protect the rights of Washington State voters.



BECOME A MORE VIBRANT CITY

Evergreen Highway Pedestrian Pathway | \$1 million

The Evergreen Highway project will complete an additional segment of pedestrian pathway along SE Evergreen Highway from SE Image Road to SE 100th Court. First planned in the 1850's the roadway served as the County's first major east-west highway connecting Vancouver to eastern Washington. Long since converted to local access function, the roadway is a historic corridor within predominantly urbanized neighborhoods.

Increase Low Income Housing Tax Credit | Policy Item

The Housing Credit is our nation's most successful tool for encouraging private investment in the production and preservation of affordable rental housing production. Despite the growing need for affordable housing, viable and sorely needed Housing Credit developments are turned down each year because the cap on Housing Credit authority is far too low to support the demand.

Regulatory Concerns and Unfunded Mandates | Policy Item

The City opposes legislative or regulatory initiatives that undermine local government decision making and contributes to reduction in our workforce. The partnership with federal policy makers should recognize local government roles and not preempt city authority on issues such as land use, rights of way and other local functions.



CONTACT INFORMATION

Joel Rubin	202-347-9171	joelr@cfmdc.com
Jan Bader	360-487-8606	jan.bader@cityofvancouver.us





Introduction

- Recent Project and Policy Successes
- 2020 Federal Agenda
 - Grant Projects
 - Policy Priorities
- 2020 Legislative Preview
- 2020 Election Preview



History of Success

**Over \$28.69 million in federal earmarks and grants secured since 2008
(\$2.4 million/year)**

- | | |
|---|-----------------------|
| ■ East 5 th Street and NPS Parking Improvement | \$1.8 million |
| ■ Firefighter Hazmat Training | \$196,000 |
| ■ Waterfront Access and Trail | \$13.35million |
| ■ 10 Police Officers | \$1.25 million |
| ■ Brownfields Assessment | \$400,000 |
| ■ Evergreen Trail Planning | \$100,000 |
| ■ Firefighter Equipment | \$747,328 |
| ■ Police Records Management | \$1 million |
| ■ 13 Firefighters | \$2.3 million |
| ■ Mill Plain/SE 136 th | \$300,000 |
| ■ Child Sexual Predator Grant | \$493,000 |

Policy Items

Stormwater Fee (Save \$100k/year)

3% Withholding Tax Eliminated

Pearson Box Eliminated

Extended COPS Hiring Grant (\$80,000)

New Freight Program (I-5 Bridge)

D Block Spectrum

DOT Crude-by-Rail Improvements

Molina on Rail Safety Board



2019 Successes and Advocacy

2019 Grant Successes

■ Firefighter SCBA	\$800,000
■ Hazmat Training	\$138,000
■ Project Safe Home	<u>\$252,000</u>
2019 Total	\$1.19 million

Pending Requests

■ Water Station 5 – Seismic Resiliency	\$4 million
■ FY20 Funding Requests: Transportation, Housing, Economic Development, Police, Fire and EPA Brownfields	

Areas of Activity

- I-5 Bridge – Laying the Groundwork in DC
- Oregon Value Pricing
- C-TRAN BRT Small Start Project



2020 Federal Agenda

Grow a More Prosperous City

- | | |
|---|------------------|
| ■ I-5 Bridge Replacement | Policy Item |
| ■ Support Robust Transportation Reauthorization | Policy Item |
| ■ Creation of New Bridge Program; New Starts, INFRA, BUILD | |
| ■ More Local Control and Direct Access for Municipalities | |
| ■ Project FIRST (SE 1 st Street Improvement Project) | \$10 million |
| ■ Brownfield Assessment – Mill Plain/Fourth Plain | \$600,000 |
| ■ 32 nd Avenue Extension | Proposed Project |
| ■ Municipal Bonds; Restore SALT/Advanced Refunding | Policy Item |



2020 Federal Agenda

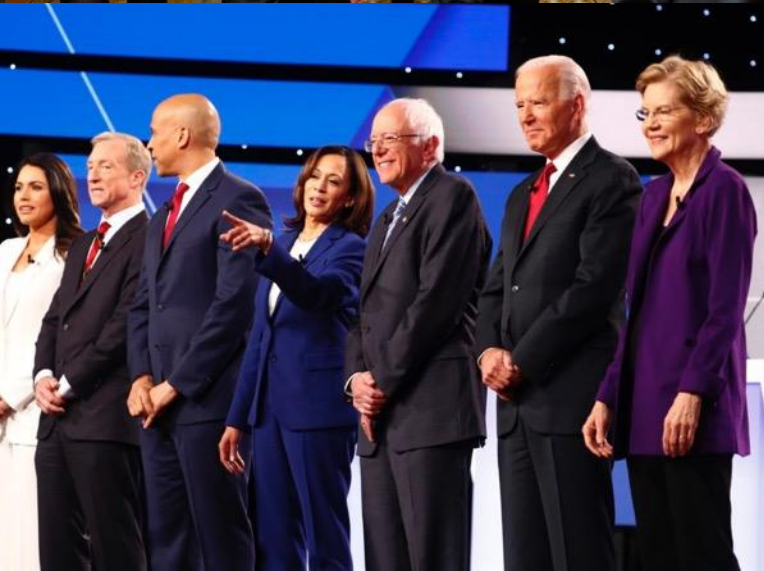
Invest in a Safe and Welcoming Community

- | | |
|---|-------------|
| ■ Protect Housing, Transportation and Economic Development Programs | Policy Item |
| ■ Water Station 5 – Seismic Resiliency | \$4 million |
| ■ Firefighter Equipment – Thermal Imaging Cameras | \$184,647 |
| ■ Hazardous Materials Training | \$209,000 |
| ■ Project Home Safe | \$221,163 |
| ■ Crude-By-Rail | Policy Item |
| ■ Preserve States Rights | Policy Item |

2020 Federal Agenda

Become a More Vibrant City

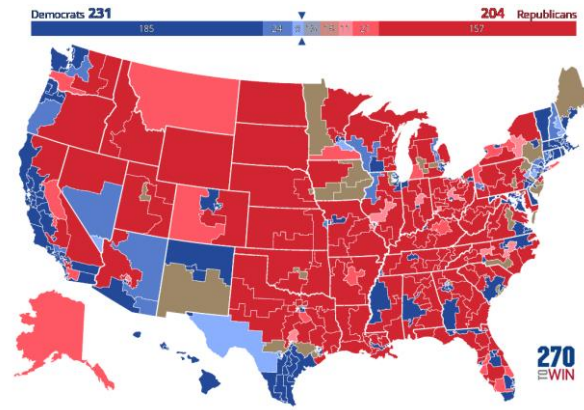
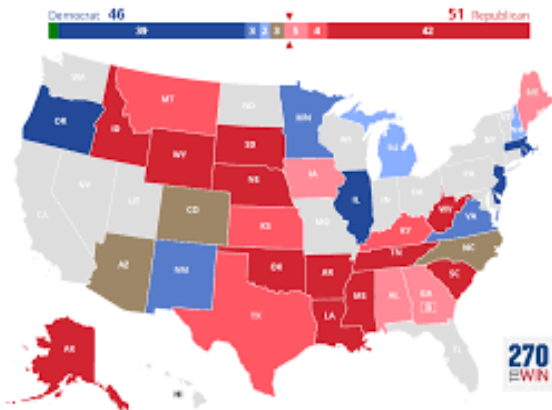
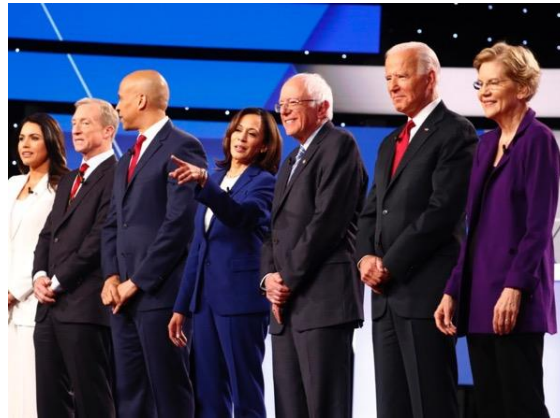
- Evergreen Highway Pedestrian Pathway \$1 million
- Increase Low Income Housing Tax Credit Policy Item
- Regulatory Concerns and Oppose Unfunded Mandates Policy Item



2020 Legislative Preview

- Impeachment
- FY 2020 Appropriations (December 20)
 - *Border Wall*
- China/US Mexico Canada Trade Agreement
- ACA and Prescription Drug Prices
- Judicial Appointments
- FY 2021 Appropriations
- Transportation Reauthorization
- Infrastructure Package

2020 Election Preview



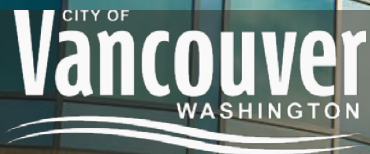


strategic communications, inc.



Questions?

Vancouver City Council Vancouver Transportation Benefit District Board of Directors Joint Workshop – 2019 In Review



December 2, 2019

Brian Carlson, Public Works Director

Ryan Lopossa, Streets and Transportation Manager

Agenda



- Street Funding Strategy (SFS) Guiding Principles/Key Outcomes
- 2019 SFS Revenues/Expenses
- 2019 Transportation Benefit District Work Plan
- I-976 Impacts/Discussion of Options
- 2020 Proposed Actions
- 2020 Proposed TBD Work Plan & Budget
- Next Steps
- Questions and Discussion

SFS Guiding Principles

- Supplement – Not Supplant – Current Street Funds
- Equitable Responsibility for Supporting Vancouver's Streets
- Predictability of Funds
- Provide Annual Reporting to Council and Community
- Require Public Process/Review of any Proposal to Shift Recommended Revenues to Anything other than Streets
- Reinvest Retired Transportation Debt Service into the SFS

SFS Key Outcomes

- Pavement Preservation
- Grant Funded Capital Projects
- Pavement Reconstruction
- Mobility, Accessibility, and Safety
- Asset Replacement (Street Lights, Traffic Signals, etc...)
- Right-of-Way Maintenance (Restore to Historic Levels)
- Sidewalk Maintenance

2019 SFS Revenues/Expenses

Funding Source	2019 Revenue (Millions)	
	Estimated	by year end (est.)
TBD Vehicle License Fee	\$4.80	5.40*
Utility Tax	\$1.75	\$1.75
Business License Surcharge	\$0.90	\$0.95
State Gas Tax	\$0.35	\$0.48
Paid-off Debt	\$1.40	\$1.40
Total	\$9.20	\$9.98

Key Outcomes	2019 Expenses (Millions)	
	Estimated	by year end (est.)
Pavement Management	\$3.50	\$3.50
Pavement Reconstruction	\$0.50	\$0.50
Grant Funded Projects	\$2.90	\$2.90
Multimodal Safety and Access.	\$0.50	\$0.50
Neighborhood Traffic Calming	\$0.10	\$0.10
Asset Replacement	\$0.20	\$0.20
ROW Maintenance and Sweeping	\$0.75	\$0.75
Sidewalk Management	\$0.25	\$0.25
Total	\$8.70	\$8.70

2019 TBD Work Plan

• TIP Project Allocation (SE 1 st Street)	\$1.00 Million
• Pavement Preservation Program	\$1.00 Million
• Multimodal Safety & Accessibility	\$0.50 Million
• Traffic Signal and Lighting	\$0.20 Million
• NTSA	<u>\$0.10 Million</u>
	\$2.80 Million*

*Remaining TBD Funds set aside for future grant match

I-976 Impacts



- Repeals the authority for local Transportation Benefit Districts (TBD) to impose motor vehicle fees
- Limits annual license fees for vehicles weighing under 10,000 pounds to \$30 per year except voter approved charges
- Reduces the \$150 fee on electric vehicles to \$30 per year
- Repeals the 0.3% tax on motor vehicle retail sales
- Base vehicle taxes on the Kelley Blue Book value
- Limits other certain taxes and fees related to transportation (including Sound Transit authority).

I-976 Impacts (Cont.)

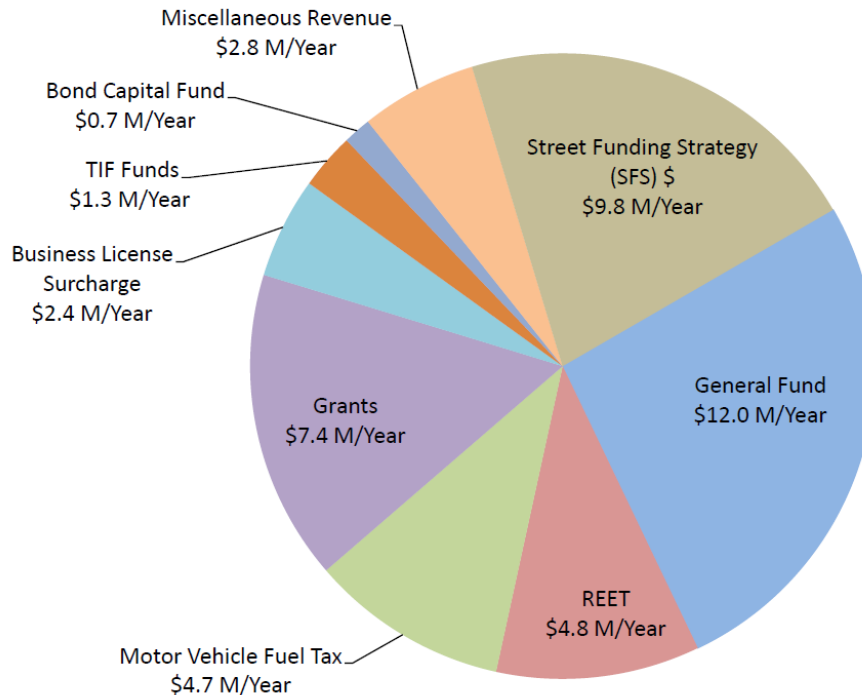
- Loss of approximately \$5 Million in Annual TBD Revenue for COV
- Loss of TBD funds used to advance Design and ROW for TIP projects
- Loss of TBD funds used as local match for State and Federal Grants
- Loss of TBD funds for bike and pedestrian improvement projects
- 25% Reduction in Citywide Pavement Program - Neighborhoods
- 50% reduction in funding for Asset Replacement
- 37% reduction in Neighborhood Traffic Safety funding

I-976 Impacts (Cont.)

- Loss of over \$62 Million in Statewide TBD Funding
- Loss of matching funds for “Connecting Washington” projects
- Ferries, Rail & Freight Mobility
- Transportation Improvement Board
- County Road Administration Board
- Freight Mobility Strategic Investment Board
- Washington State Patrol
- High Capacity/Commuter Rail and Amtrak

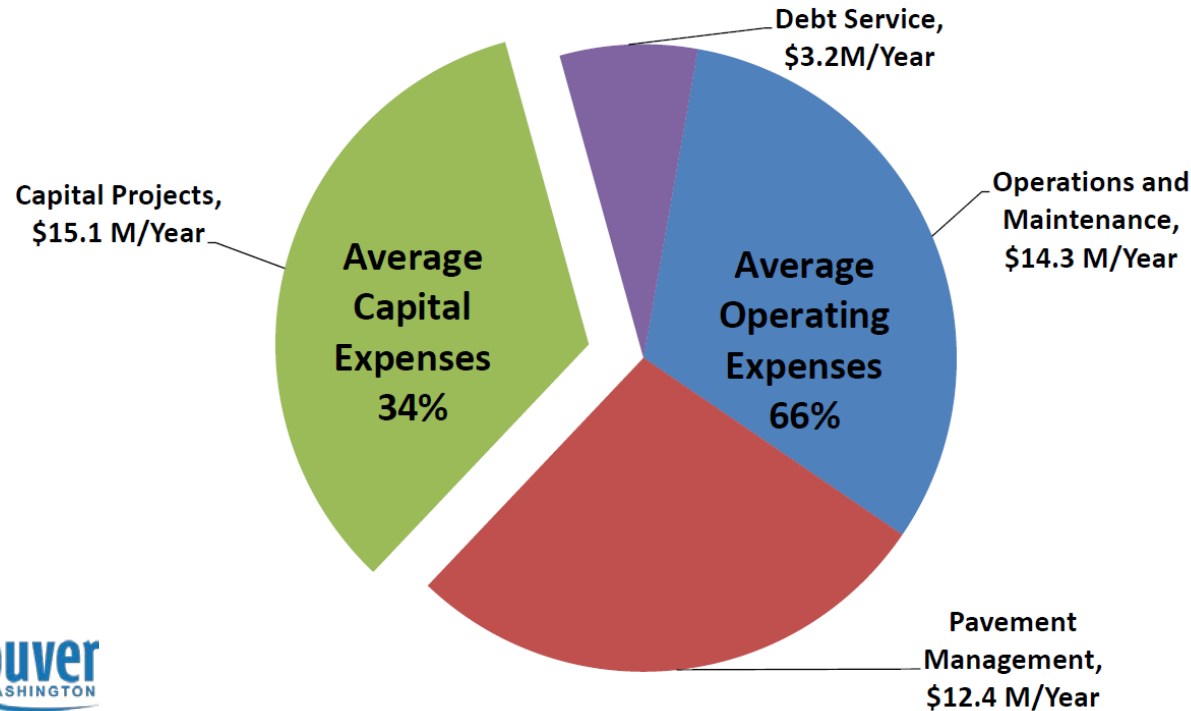
I-976 Impacts (Cont.)

2019-2024 Average Streets Revenue Operating and Capital Average = \$45.9 Million/Year



I-976 Impacts (Cont.)

2019-2024 Average Streets Expenses Operating and Capital
\$45.0 Million/Year



I-976 – Options Going Forward

- Short Term – Approximately \$4.7 Million in TBD Cash Reserves
- Short Term – Reduction in Overall SFS Program to Offset Loss of 2020 TBD Funds
- Short Term – Use Current Contemplated Stronger Vancouver Revenue to Sustain SFS Program at 2019 Levels – Bridge the Gap
- Long Term – Incorporate New Revenue into Stronger Vancouver
- Long Term – TBD Sales Tax Option – 0.1% Increase would Yield Approximately \$4.5 Million

2020 Proposed Actions

- SE 1st Street Phase 1
- Limit Pavement Resurfacing Program to Critical “Preservation Only” Locations
- Review Grant Funded Projects to Determine Local Match Requirements
- Delay All Asset Replacement Projects Not Currently Under Construction
- Delay All Multimodal, Safety and Accessibility Projects Not Currently Under construction
- Delay All NTSA Projects Not Currently Under Construction

2020 Proposed TBD Work Plan & Budget

Project Name	TBD Funding	Other Funding	Total Cost
Traffic Signal and Lighting Sustainability	\$0	\$215,000	\$215,000
Pavement Preservation	\$0	\$10,500,000	\$10,500,000
Multimodal Safety and Accessibility	\$0	\$120,000	\$120,000
Neighborhood Traffic Management Program	\$0	\$170,000	\$170,000
SE 1 st St (164 th to 177 th) Construction	\$2,000,000	\$8,000,000	\$10,000,000
Total	\$2,000,000	\$19,005,000	\$21,005,000

Next Steps



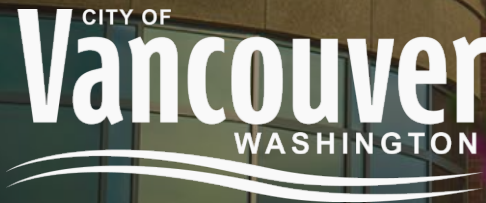
- December 16, 2019 – TBD Board of Directors Meeting
 - ❖ Adopt 2020 TBD Work Plan/Budget
- Review Short/Long Term Funding Replacement Options
- February 24, 2020 – TBD Board of Directors Meeting
 - ❖ Adopt TBD Annual Report for 2019
 - ❖ Set 2020 Meeting Schedule

Questions and Discussion

VANCOUVER
CITY HALL

Brian Carlson, Public Works Director
Ryan Lopossa, Streets and Transportation Manager

www.cityofvancouver.us/tbd





Staff Report 178-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/2/2019

SUBJECT Approval of 2020 Council Meeting Schedule

Key Points

- Council Policy 100-32 (City Council Meetings) calls for the annual Council meeting schedule to be approved by the City Council.
- The annual meeting schedule and calendar identify all Regular and Consent Agenda meetings, as well as scheduled holidays and breaks.
- Following Council adoption of the meeting schedule, City staff will publicly notice the full schedule and post the annual calendar on the City's website.

Strategic Plan Alignment

N/A

Present Situation

City staff develops and publishes the annual Council meeting schedule and calendar every fall for the following year. Council Policy 100-32, revised Sept. 24, 2018, includes a provision for Council adoption of the upcoming annual Council meeting schedule on the first meeting of December each year.

The annual schedule identifies the date, time and type of each Council meeting, as well as any Mondays when the Council will not meet. Per Council policy, the Council meets every first, second, third, and fourth Monday of each month, excluding any City-recognized holidays that fall on a Monday. Per City Charter, Council must meet at least twice per month for a Regular meeting, which will typically fall on the first and third Mondays; Consent Agenda meetings with Citizen Forum fall on the second and fourth Mondays, unless otherwise pre-empted by a Regular meeting and identified as such on the approved schedule. Informational workshops may be held, as needed, before any Council meeting. The specific time and topic for each workshop will be identified on the published agenda for a given meeting date.

The 2020 annual schedule includes 24 Regular Council meetings and 18 Consent Agenda meetings

with Citizen Forum. Also included is a mid-year break in late June and an end-of-year break in late December. All City Council meetings will begin at 6:30 p.m., per Council Policy 100-32. Workshops will be held between 4:00 and 6:00 p.m., unless otherwise noted on a published agenda.

Subject to Council approval, the 2020 annual schedule will be publicly noticed in The Columbian, and the calendar will be posted on the City's website and distributed to the media and all City departments. Copies of the printed Council meeting calendar will also be made available at Vancouver City Hall or may be requested by contacting the Council Assistant at 360-487-8605.

Any cancellations or changes to the annual schedule, or the addition of Council retreats or other special Council meetings, will be advertised in accordance with Council Policy and the Washington Open Public Meetings Act.

2020 Annual Meeting Schedule

All meetings begin at 6:30 p.m. | Workshops 4:00-6:00 p.m. (subject to change)

1/6/2020	Regular Meeting
1/13/2020	Consent Agenda Meeting w/ Citizen Forum
1/20/2020	<i>No Meeting - holiday (Martin Luther King Jr. Day)</i>
1/27/2020	Regular Meeting
2/3/2020	Regular Meeting
2/10/2020	Consent Agenda Meeting w/ Citizen Forum
2/17/2020	<i>No Meeting - holiday (Presidents Day)</i>
2/24/2020	Regular Meeting
3/2/2020	Regular Meeting
3/9/2020	Consent Agenda Meeting w/ Citizen Forum
3/16/2020	Regular Meeting
3/23/2020	Consent Agenda Meeting w/ Citizen Forum
3/30/2020	<i>No Meeting - 5th Monday</i>
4/6/2020	Regular Meeting
4/13/2020	Consent Agenda Meeting w/ Citizen Forum
4/20/2020	Regular Meeting
4/27/2020	Consent Agenda Meeting w/ Citizen Forum
5/4/2020	Regular Meeting
5/11/2020	Consent Agenda Meeting w/ Citizen Forum
5/18/2020	Regular Meeting
5/25/2020	<i>No Meeting - holiday (Memorial Day)</i>
6/1/2020	Regular Meeting
6/8/2020	Consent Agenda Meeting w/ Citizen Forum
6/15/2020	Regular Meeting
6/22/2020	<i>No Meeting - Mid-Year Break</i>
6/29/2020	<i>No Meeting - 5th Monday</i>
7/6/2020	Regular Meeting
7/13/2020	Consent Agenda Meeting w/ Citizen Forum
7/20/2020	Regular Meeting
7/27/2020	Consent Agenda Meeting w/ Citizen Forum
8/3/2020	Regular Meeting

8/10/2020	Consent Agenda Meeting w/ Citizen Forum
8/17/2020	Regular Meeting
8/24/2020	Consent Agenda Meeting w/ Citizen Forum
8/31/2020	<i>No Meeting - 5th Monday</i>
9/7/2020	<i>No Meeting - holiday (Labor Day)</i>
9/14/2020	Regular Meeting
9/21/2020	Regular Meeting
9/28/2020	Consent Agenda Meeting w/ Citizen Forum
10/5/2020	Regular Meeting
10/12/2020	Consent Agenda Meeting w/ Citizen Forum
10/19/2020	Regular Meeting
10/26/2020	Consent Agenda Meeting w/ Citizen Forum
11/2/2020	Regular Meeting
11/9/2020	Consent Agenda Meeting w/ Citizen Forum
11/16/2020	Regular Meeting
11/23/2020	Consent Agenda Meeting w/ Citizen Forum
11/30/2020	<i>No Meeting - 5th Monday</i>
12/7/2020	Regular Meeting
12/14/2020	Consent Agenda Meeting w/ Citizen Forum
12/21/2020	Regular Meeting
12/28/2020	<i>No Meeting - End of Year Break</i>

Advantage(s)

1. Provides Council with an opportunity to review the upcoming annual meeting schedule prior to publishing
2. Increases transparency and public awareness of when the Council regularly meets

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

Amendments to Council Policy 100-32 were adopted on September 24, 2018 (Res. M-3980)

Action Requested

Approve the 2020 annual City Council meeting schedule.

Amanda Delapena, Assistant to the City Council, 487-8605

ATTACHMENTS:

- ▣ 2020 Council Meeting Calendar

Vancouver City Council

2020 Meeting Calendar



January

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- Regular Meeting
- Consent Agenda Meeting & Citizen Forum,
- Holiday/5th Monday—No Meeting (*see reverse side for details*)
- Special Meeting (**see reverse side for details*)
- Canceled Meeting (**see reverse side for details*)

Workshops 4-6 pm, unless otherwise noted on agenda | All meetings begin at 6:30 pm

City Council meets at 6:30 p.m., every 1st through 4th Mondays every month in the Council Chambers at:

Vancouver City Hall
415 W. 6th Street
Vancouver, WA

- ◆ Regular Meetings, which may or may not include public hearings, are held on the 1st and 3rd Mondays.
- ◆ Consent Agenda Meetings are held on the 2nd and 4th Mondays. Consent meetings conclude with a Citizen Forum of up to 90 minutes, during which citizens are invited to come testify to the Council regarding any matter of interest.

Council does not meet on 5th Mondays or on federally recognized holidays. City Charter requires Council to hold at least two Regular Meetings per month. In the event a holiday falls on a Regular Meeting date, that Regular Meeting will be held the following Monday in lieu of a Consent Agenda meeting.

2020 Monday Holidays—No Council

- ◆ Jan. 20—Martin Luther King Jr. Day
- ◆ Feb. 17—President's Day
- ◆ May 25—Memorial Day
- ◆ June 22—Council break
- ◆ Sept. 7—Labor Day
- ◆ Dec. 28—Council break

2020 5th Mondays—No Council

- ◆ March 30
- ◆ June 29
- ◆ Aug. 31
- ◆ Nov. 30

Additional 2020 Holidays—City offices closed

- | | |
|---|--|
| ◆ Wednesday, Jan. 1—New Year's Day | ◆ Wednesday, Nov. 11—Veteran's Day |
| ◆ Friday, July 3—Independence Day
(observed) | ◆ Thursday & Friday, Nov. 26 & 27—
Thanksgiving Day & following day |
| | ◆ Friday, December 25—Christmas Day |

Anne McEnerny-Ogle, Mayor

Bart Hansen | Ty Stober | Linda Glover | Laurie Lebowsky | Erik Paulsen | Sarah Fox

www.cityofvancouver.us/council



Staff Report 179-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/2/2019

SUBJECT Award of 2019 Cultural Grants

Key Points

- On April 16, 2018, the City Council adopted a new Culture, Arts and Heritage Plan that would guide the establishment of the City's new Cultural Services Program.
- One of the strategies recommended in the plan was restarting the City's cultural grant program.
- The City Council is being asked to approve full or partial funding for fourteen cultural grants for 2019 totaling \$122,255.

Strategic Plan Alignment

Goal 5, Objective 5.2: Build a vibrant, regionally recognized arts and cultural community.

Present Situation

On April 16, 2018, the City Council adopted a new Culture, Arts and Heritage Plan. In the 2019-2020 biennial budget, the Council approved \$397,000 per year to support the implementation of the plan. The plan recommended four strategies for restarting the City's Cultural Program including hiring a full-time Cultural Services Manager, appointing a new Culture, Arts and Heritage Commission, developing a public art program and restarting the City's cultural grant program.

The City launched the new cultural grant program in July 2019 and received sixteen grant applications from non-profit and governmental organizations totaling \$132,740. The Culture, Arts and Heritage Commission reviewed the proposals and is recommending full funding for fourteen of the grants, at a total of \$122,255. The funding is on a reimbursable basis and grant recipients must enter into a professional services agreement with the City.

Advantage(s)

1. The City Council will take the next step in implementing Vancouver's new Culture, Arts and

Heritage Plan

2. The City will provide much needed support to a variety of creative arts and heritage programs and/or projects.

Disadvantage(s)

None

Budget Impact

The 2019-2020 Cultural Services budget has funds available for the grants in the amount of \$122,255.

Prior Council Review

Approval of Culture, Arts and Heritage Plan- April 16, 2018

Action Requested

On December 2, 2019, adopt a resolution to award the 2019 cultural grants as recommended by the Culture, Arts and Heritage Commission and authorize the City Manager or his designee to execute professional services agreements with the grant recipients.

Jeanette (Jan) Bader, Program & Policy Development Manager, 487-8606

ATTACHMENTS:

- ▣ Resolution
- ▣ 2019 Cultural Grant Recommendations

12/02/19

RESOLUTION NO. _____

A RESOLUTION relating to the award of City of Vancouver cultural grants for 2019 as recommended by the Culture, Arts and Heritage Commission.

WHEREAS, on April 16, 2018 the City Council adopted a new Culture, Arts and Heritage Plan; and

WHEREAS, in the 2019-2020 biennial budget the Council approved \$397,000 per year to support the implementation of the Culture, Arts and Heritage Plan; and

WHEREAS, on August 26, 2019 the City Council appointed a new Culture, Arts and Heritage Commission to serve as the oversight body for the implementation of the plan; and

WHEREAS, one of the strategies recommended for implementation of the plan was creating a new cultural grant program under the auspices of the Culture, Arts and Heritage Commission.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended by the Culture, Arts and Heritage Commission, the following recipients are hereby awarded grants for cultural, arts and heritage projects and programs for 2019 as follows:

1. \$10,000 to ARTSTRA to publicize the annual “Open Studios Tour”;
2. \$6,826 to the Vancouver Police Department for exhibit display cases that will be located in precinct lobbies and display artifacts associated with the history of the police department;

RESOLUTION - 1

3. \$10,000 to the Columbia Dance Center for costuming of the “Nutcracker Party Scene, inspired by the history of Fort Vancouver”;
4. \$10,000 to Confluence Project for the production and installation of artwork associated with the completion of the “People” overlook on the Land Bridge;
5. \$10,000 to Dru Films/the Northwest Film Forum for post-production work including animation for the film “Buffalo Soldiers of the Pacific Northwest”;
6. \$10,000 to Fourth Plain Forward for a crosswalk mural on Fourth Plain Blvd. adjacent to the Burnt Bridge Creek Trail;
7. \$10,000 to The Historic Trust for a children’s heritage project component of the annual Chautauqua;
8. \$9,125 to Journey Theatre Arts Group for equipment and professional fees to support a production of Seussical the Musical;
9. \$10,000 to the Ke Kukui Foundation for professional fees and advertising associated with 4 Days of Aloha 2020;
10. \$5,000 to the Vancouver branch of the NAACP to support Black History Month displays and programming at the downtown library;
11. \$1,304 to Vancouver Ballet Folklorico for costumes and professional fees to support performances associated with “Dia de los Muertos – A Celebration of Life”
12. \$10,000 to Vancouver’s Downtown Association for art work and decorative bike racks for “Bike Art Parks on Main”;
13. \$10,000 to Vancouver’s Downtown Association for a “12th and Main Artlet” that includes street murals, a building mural and an outdoor gathering place;

RESOLUTION - 2

14. \$10,000 to the VSAA Public Art Coalition for student-designed functional public art at the Vancouver Marketplace.

Section 2. The City Manager or his designee is hereby authorized to execute on behalf of the city all necessary agreements with the recipients to ensure compliance with the terms of the grant.

ADOPTED at regular session of the Council of the City of Vancouver, on this 2nd day of December, 2019.

Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

RESOLUTION - 3

2019 Cultural Grant Recommendations

Organization Name	Project Name	Project Type	Amount Requested	Total Project Costs	Funding Recommendation
Artstra	Clark County Open Studios	Visual Art	\$ 10,000	\$ 25,300	\$10,000
City of Vancouver - Police Department	City of Vancouver Police Department	Exhibits	\$ 6,826	\$ 10,877	\$6,826
Columbia Dance Center	Nutcracker Party Scene, inspired by the history of Fort Vancouver	Dance	\$ 10,000	\$ 25,900	\$10,000
Confluence Project	Land Bridge Overlook Refurbishment	Heritage/Visual Art	\$ 10,000	\$ 87,920	\$10,000
Dru Films/Northwest Film Forum	Buffalo Soldiers of the Pacific Northwest	Film	\$ 10,000	\$ 107,000	\$10,000
Fourth Plain Forward	Fourth Plain Crosswalk Mural	Visual Art	\$ 10,000	\$ 23,000	\$10,000
The Historic Trust	Children's Heritage Project at The Historic	Heritage	\$ 10,000	\$ 16,750	\$10,000
Journey Theatre Arts Group	Microphones, Artist Stipends, and Ticket Give-Aways for Seussical the Musical	Theatre	\$ 9,125	\$ 36,557	\$9,125
Ke Kukui Foundation	4 Days of Aloha	Cultural Festival	\$ 10,000	\$ 93,258	\$10,000
NAACP Vancouver Branch 1139	The Lost Ark of African American Art, History & Experience in Vancouver & The Northwest	Exhibit & Programming	\$ 5,000	\$ 10,225	\$5,000
Northcrest Neighborhood Association	Street Murals as a Neighborhood Entry and for Traffic and Pedestrian Safety	Visual Art	\$ 3,000	\$ 4,150	\$0
Northwest Harmony Chorus	Barbershop in the Park	Musical	\$ 7,485	\$ 7,465	\$0
Vancouver Ballet Folklorico	Dia de los Muertos - Celebration of Life	Dance	\$ 1,304	\$ 1,630	\$1,304
Vancouver's Downtown Association	Bike Art Park on Main	Visual/Functional Art	\$ 10,000	\$ 18,750	\$10,000
Vancouver's Downtown Association	12th & Main Artlet	Visual Art	\$ 10,000	\$ 25,250	\$10,000
VSAA Public Art Coalition	Public Art at the Marketplace	Visual/Functional Art	\$ 10,000	\$ 43,000	\$10,000
	TOTAL REQUESTS		\$ 132,740	\$ 537,032	\$122,255



Staff Report 180-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/2/2019

SUBJECT Professional services agreements (PSAs) for on-call sanitary wastewater engineering planning and design services

Key Points

- On-call, task order contracts allow for the efficient procurement of scope-specific professional assistance.
- A Request for Qualifications (RFQ) was issued by the City for wastewater system planning and design with responses received by 14 firms.
- Responses were evaluated and 12 firms were selected to provide on-call wastewater system planning and design services in six separate categories of work.
- The contracts will be in place for a period of five years, with varying task order specific amounts to be determined dependent on the category of work and specific work needed.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

Many of the City of Vancouver Public Works engineering teams use on-call contracting as a time efficient way to procure specific professional services as needs arise. In the on-call model, an RFQ is issued and a roster of the most qualified respondents is created using master contracts with overall not-to-exceed values. Then, as specific needs arise, the roster is used to select a pre-approved contractor for a task order assignment.

As past Sewer Fund debt is retired, past debt service obligations are being redirected into an increased sewer system capital construction program. The City's Wastewater Treatment Engineering Capital Improvement Program (CIP) budget is increasing for next year (2020) as well as over the following biennial budget cycles. The CIP includes equipment rehabilitation and replacement projects, as well as wastewater process improvement projects, which will require

specialized engineering design services. Additionally, environmental regulatory permits and compliance programs are increasingly complex. Staff anticipates increasing planning, monitoring, inspections and reporting requirements in the next renewal cycles for wastewater discharge permits and air permits.

The City issued an RFQ for on-call wastewater treatment engineering planning and design services in June 2019 and received 14 responses in July 2019. Projects requiring consulting services have been broken out into six unique categories of work including:

1. Planning and Modeling;
2. Wastewater Systems Design;
3. Electrical Systems Design;
4. Regulatory Services;
5. Structural Engineering Design and Services; and,
6. Construction Management Services.

Consultants were asked to submit responses for categories that fall within their specific range of qualifications. Each category was reviewed by a review committee. After a review of all responses, the evaluation committee selected 12 consultants for on-call professional service contracts. Wastewater Treatment Engineering staff proposes to execute each contract for five years in the amounts and categories shown below.

Engineering Firm	Contract Amount	Work Categories
Brown and Caldwell	\$800,000	1, 2, 3, 4, 5
Carollo Engineers, Inc.	\$500,000	6
Elcon Associates, Inc.	\$500,000	3
Jacobs Engineering Group, Inc.	\$800,000	1, 3, 4
Keller Associates, Inc.	\$500,000	2
Kennedy/Jenks Consultants Inc.	\$800,000	1, 2, 5, 6
Murraysmith	\$800,000	2, 4, 6
Stantec Consulting, Inc.	\$800,000	1, 2, 3, 5
TetraTech	\$500,000	6
Wallis Engineering	\$500,000	2
Water Systems Consulting, Inc.	\$500,000	4
WSP USA, Inc.	\$500,000	5

Utilizing on-call contracts for these projects allows the City flexibility in staffing projects for time sensitive schedules and where specialty services are required.

It's important to note that these contract values will be "not-to-exceed" values. The actual individual task orders, which will be issued as needs arise, will include a more detailed scope and budget.

Advantage(s)

1. Provides immediate wastewater engineering planning and design services needed to assist City staff with the execution of both planned and unplanned projects.
2. Provides maximum flexibility to wastewater engineering staff to ensure all projects are adequately and professionally staffed.
3. Establishing on-call contracts now, and subsequent task orders as needed, is a time

efficient method for procuring professional services.

4. Allows for the hiring of consultants that are specialized in specific fields that meet project and regulatory needs of Vancouver's wastewater treatment plants.

Disadvantage(s)

Using consultants can be more costly than using City staff; however, the short-term nature of on-call task assignments creates an as-needed, short-term supplement to City staff during peak workloads at a reasonable cost.

Budget Impact

No additional budget is required for these contracts. Projects identified for completion are within the City's Six-Year Capital Improvement Program. Also, dedicated funds for planning and regulatory services are included in the Wastewater Treatment operating fund. Expenditures for task orders executed from these on-call contracts will be funded from the applicable project's budget.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to execute Professional Service Agreements in the amounts listed in the staff report with Brown and Caldwell; Carollo Engineers, Inc; Elcon Associates, Inc; Jacobs Engineering Group, Inc; Keller Associates, Inc; Kennedy/Jenks Consultants, Inc; Murraysmith; Stantec Consulting, Inc., TetraTech; Wallis Engineering; Water Systems Consulting, Inc; and, WSP USA, Inc. for wastewater engineering planning and design services on an as-needed basis for five years.

Frank Dick, Wastewater Engineering Supervisor, 487-7179

This staff report references the terms and conditions of the request for approval. Any document referred to herein and that is not attached may be reviewed prior to the City Council meeting in the office of the City Manager. Documents may be reviewed following scheduled Council meetings in the office of Central Records, 415 West 6th Street, Vancouver, WA. Office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

ATTACHMENTS:

- ▣ PSA - Brown and Caldwell
- ▣ PSA - Carollo Engineers
- ▣ PSA - Elcon Associates
- ▣ PSA - Jacobs Engineering
- ▣ PSA - Keller Associates
- ▣ PSA - Kennedy/Jenks Consultants
- ▣ PSA - Murraysmith
- ▣ PSA - Stantec Consulting
- ▣ PSA - Tetra Tech
- ▣ PSA - Wallis Engineering
- ▣ PSA - Water Systems Consulting
- ▣ PSA - WSP USA

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Brown & Caldwell hereinafter referred to as "Contractor", whose address is 6500 SW Macadam Avenue, Suite 200 Portland, Oregon 97239.

WHEREAS, the City desires to engage the Contractor to provide on-call wastewater treatment engineering and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-19, Contractor's proposal to said RFP; and City Council's approval on December 2, 2019; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide on-call wastewater treatment engineering (work categories 1,2,3,4,5) and other related professional services per RFP No. 18-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

All work/task must be authorized and approved by the City's Project Manager before any work begins. Contractor shall approach each project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, based on the attached rate schedule unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the

Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$800,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 18-19 and RFP No. 18-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of January 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if

Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars

(\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form. .

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street

Contractor:

Brown & Caldwell
Attn: Tim Mills
6500 SW Macadam Ave, Suite 200

P O Box 1995
Vancouver WA 98668-1995

Portland, Oregon 97239

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21 Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

22. Debarment.

The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for

employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this _____ day of _____, 20__

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Brown & Caldwell

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Carollo Engineers, Incorporated hereinafter referred to as "Contractor", whose address is 720 SW Washington Street, Suite 550, Portland, Oregon 97205.

WHEREAS, the City desires to engage the Contractor to provide on-call wastewater treatment engineering and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-19, Contractor's proposal to said RFP; and City Council's approval on December 2, 2019; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide on-call wastewater treatment engineering (work category 6) and other related professional services per RFP No. 18-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

All work/tasks must be authorized and approved by the City's Project Manager before any work begins. Contractor shall approach each project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, based on the attached rate schedule unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the

Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$500,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 18-19 and RFP No. 18-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of January 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any

claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance

of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form..

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver

Contractor:

Carollo Engineers, Incorporated
Attn: Jude Grounds

415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

720 SW Washington Street, Suite 550
Portland, Oregon 97205

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21 Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

22. Debarment.

The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for

employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this _____ day of _____, 20__

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Carollo Engineers, Incorporated

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Elcon Associates, Incorporated hereinafter referred to as "Contractor", whose address is 12670 NW Barnes Road, Suite #200 Portland, Oregon 97229.

WHEREAS, the City desires to engage the Contractor to provide on-call wastewater treatment engineering and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-19, Contractor's proposal to said RFP; and City Council's approval on December 2, 2019; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide on-call wastewater treatment engineering (work category 3) and other related professional services per RFP No. 18-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

All work/tasks must be authorized and approved by the City's Project Manager before any work begins. Contractor shall approach each project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, based on the attached rate schedule unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the

Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$500,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 18-19 and RFP No. 18-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of January 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any

claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance

of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form..

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver

Contractor:

Elcon Associates, Incorporated
Attn: Greg Dahlberg

415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

12670 NW Barnes Road, Suite 200
Portland, Oregon 97229

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21 Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

22. Debarment.

The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for

employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this _____ day of _____, 20__

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Elcon Associates, Incorporated

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Jacobs Engineering Group, Incorporated hereinafter referred to as "Contractor", whose address is 2020 SW Fourth Avenue, 3rd Floor, Portland, Oregon 97201.

WHEREAS, the City desires to engage the Contractor to provide on-call wastewater treatment engineering and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-19, Contractor's proposal to said RFP; and City Council's approval on December 2, 2019; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide on-call wastewater treatment engineering (work categories 1,3,4) and other related professional services per RFP No. 18-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

All work/tasks must be authorized and approved by the City's Project Manager before any work begins. Contractor shall approach each project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, based on the attached rate schedule unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the

Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$800,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 18-19 and RFP No. 18-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of January 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

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During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

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Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any

claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance

of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form..

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver

Contractor:

Jacobs Engineering Group, Incorporated
Attn: Matt Noesen

415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

2020 SW Fourth Avenue, 3rd Floor
Portland, Oregon 97201

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21 Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

22. Debarment.

The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for

employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this _____ day of _____, 20__

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Jacobs Engineering Group, Incorporated

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Keller Associates, Incorporated hereinafter referred to as "Contractor", whose address is 245 Commercial Avenue SE, Suite 210 Salem, Oregon 97301.

WHEREAS, the City desires to engage the Contractor to provide on-call wastewater treatment engineering and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-19, Contractor's proposal to said RFP; and City Council's approval on December 2, 2019; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide on-call wastewater treatment engineering (work category 2) and other related professional services per RFP No. 18-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

All work/task must be authorized and approved by the City's Project Manager before any work begins. Contractor shall approach each project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, based on the attached rate schedule unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the

Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$500,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 18-19 and RFP No. 18-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of January 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any

claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance

of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form..

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver

Contractor:

Keller Associates, Incorporated
Attn: Peter Olsen

415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

245 Commercial Ave SE, Suite 210
Salem, Oregon 97301

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21 Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

22. Debarment.

The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for

employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this _____ day of _____, 20__

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Keller Associates, Incorporated

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Kennedy Jenks Consultants, Incorporated hereinafter referred to as "Contractor", whose address is 421 SW 6th Avenue, Suite 1000, Portland, Oregon 97204.

WHEREAS, the City desires to engage the Contractor to provide on-call wastewater treatment engineering and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-19, Contractor's proposal to said RFP; and City Council's approval on December 2, 2019; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide on-call wastewater treatment engineering (work categories 1,2,5,6) and other related professional services per RFP No. 18-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

All work/tasks must be authorized and approved by the City's Project Manager before any work begins. Contractor shall approach each project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, based on the attached rate schedule unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the

Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$800,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 18-19 and RFP No. 18-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of January 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any

claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance

of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form..

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver

Contractor:

Kennedy Jenks Consultants, Incorporated
Attn: Michael Humm

415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

421 SW 6th Avenue, Suite 1000
Portland, Oregon 97204

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21 Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

22. Debarment.

The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for

employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this _____ day of _____, 20__

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Kennedy Jenks Consultants, Incorporated

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Murraysmith hereinafter referred to as "Contractor", whose address is 400 East Mill Plain Blvd., Suite 400, Vancouver, Washington 98660.

WHEREAS, the City desires to engage the Contractor to provide on-call wastewater treatment engineering and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-19, Contractor's proposal to said RFP; and City Council's approval on December 2, 2019; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide on-call wastewater treatment engineering (work categories 2,4,6) and other related professional services per RFP No. 18-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

All work/tasks must be authorized and approved by the City's Project Manager before any work begins. Contractor shall approach each project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, based on the attached rate schedule unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the

Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$800,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 18-19 and RFP No. 18-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of January 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any

claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance

of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form..

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver

Contractor:

Murraysmith
Attn: Brent Gruber

415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

400 East Mill Plain Blvd., Suite 400
Vancouver, Washington 98660

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21 Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

22. Debarment.

The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for

employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this _____ day of _____, 20__

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Murraysmith

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Stantec Consulting, Incorporated hereinafter referred to as "Contractor", whose address is 601 SW Second Avenue, Suite 1400, Portland, Oregon 97204.

WHEREAS, the City desires to engage the Contractor to provide on-call wastewater treatment engineering and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-19, Contractor's proposal to said RFP; and City Council's approval on December 2, 2019; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide on-call wastewater treatment engineering (work categories 1,2,3,5) and other related professional services per RFP No. 18-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

All work/tasks must be authorized and approved by the City's Project Manager before any work begins. Contractor shall approach each project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, based on the attached rate schedule unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the

Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$800,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 18-19 and RFP No. 18-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of January 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any

claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance

of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form..

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver

Contractor:

Stantec Consulting, Incorporated
Attn: Richard Talley

415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

601 SW Second Avenue, Suite 1400
Portland, Oregon 97204

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21 Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

22. Debarment.

The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for

employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this _____ day of _____, 20__

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Stantec Consulting, Incorporated

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Tetra Tech hereinafter referred to as "Contractor", whose address is 15350 SW Sequoia Parkway, Suite 220, Portland, Oregon 97224.

WHEREAS, the City desires to engage the Contractor to provide on-call wastewater treatment engineering and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-19, Contractor's proposal to said RFP; and City Council's approval on December 2, 2019; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide on-call wastewater treatment engineering (work category 6) and other related professional services per RFP No. 18-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

All work/tasks must be authorized and approved by the City's Project Manager before any work begins. Contractor shall approach each project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, based on the attached rate schedule unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be

paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$500,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 18-19 and RFP No. 18-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of January 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if

Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars

(\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form. .

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street

Contractor:

Tetra Tech
Attn: Matthey Huxley
15350 SW Sequoia Parkway, Suite 220

P O Box 1995
Vancouver WA 98668-1995

Portland, Oregon 97224

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21. Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

22. Debarment.

The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this _____ day of _____, 20__

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Tetra Tech

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Wallis Engineering, PLLC hereinafter referred to as "Contractor", whose address is 215 West 4th Street, Suite 200, Vancouver, Washington 98660.

WHEREAS, the City desires to engage the Contractor to provide on-call wastewater treatment engineering and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-19, Contractor's proposal to said RFP; and City Council's approval on December 2, 2019; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide on-call wastewater treatment engineering (work category 5) and other related professional services per RFP No. 18-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

All work/tasks must be authorized and approved by the City's Project Manager before any work begins. Contractor shall approach each project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, based on the attached rate schedule unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the

Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$500,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 18-19 and RFP No. 18-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of January 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any

claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance

of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form..

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver

Contractor:

Wallis Engineering, PLLC
Attn: Jane Vail

415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

215 West 4th Street, Suite 200
Vancouver, WA 98660

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21 Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

22. Debarment.

The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for

employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this _____ day of _____, 20__

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Wallis Engineering, PLLC

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Water Systems Consulting, Incorporated hereinafter referred to as "Contractor", whose address is 4640 SW Macadam Avenue, Suite 110, Portland, Oregon 97239.

WHEREAS, the City desires to engage the Contractor to provide on-call wastewater treatment engineering and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-19, Contractor's proposal to said RFP; and City Council's approval on December 2, 2019; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide on-call wastewater treatment engineering (work category 4) and other related professional services per RFP No. 18-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

All work/tasks must be authorized and approved by the City's Project Manager before any work begins. Contractor shall approach each project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, based on the attached rate schedule unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the

Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$500,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 18-19 and RFP No. 18-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of January 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any

claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance

of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form..

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver

Contractor:

Water Systems Consulting, Incorporated
Attn: Scott Duren

415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

4640 SW Macadam Avenue, Suite 110
Portland, Oregon 97239

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21 Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

22. Debarment.

The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for

employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this _____ day of _____, 20__

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
Water Systems Consulting, Incorporated

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and WSP USA hereinafter referred to as "Contractor", whose address is 700 NE Multnomah Street, Suite 500, Portland, Oregon 97232.

WHEREAS, the City desires to engage the Contractor to provide on-call wastewater treatment engineering and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 18-19, Contractor's proposal to said RFP; and City Council's approval on December 2, 2019; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide on-call wastewater treatment engineering (work category 2) and other related professional services per RFP No. 18-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services and by reference hereto made a part of this Agreement.

All work/task must be authorized and approved by the City's Project Manager before any work begins. Contractor shall approach each project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, based on the attached rate schedule unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be

paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$500,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 18-19 and RFP No. 18-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of January 1st, 2020. It is agreed services hereunder shall be completed by December 31st, 2024. The City reserves the right to offer a Contract extension for an additional one (1) year for a total Contract term not to exceed five (5) years.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for pricing adjustments shall be supported by the applicable Consumer Price Index – All Urban Consumers (Seattle-Tacoma-Bremerton WA) area and shall be submitted before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if

Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars

(\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form. .

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street

Contractor:

WSP USA
Attn: Thomas Wilcox
700 NE Multnomah Street, Suite 500

P O Box 1995
Vancouver WA 98668-1995

Portland, Oregon 97232

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21. Prevailing Wage:

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wages rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. It is understood that the Contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

22. Debarment.

The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this _____ day of _____, 20__

CITY OF VANCOUVER,
A municipal corporation

CONTRACTOR:
WSP USA

Eric Holmes, City Manager

Signature:

Attest:

By: Printed Name / Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ **8,332,895.65** this 25th day of November 2019.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
November 12 - Novemeber 18	Accounts Payable Checks (see attached)	\$ 5,246,410.77
November 12 - Novemeber 18	Hansen City Payments (see attached)	\$ 27,098.35
November 12 - Novemeber 18	Visa Refunds (see attached)	\$ 1,413.58
November 12 - Novemeber 18	Payroll Checks (see attached)	\$ 3,057,972.95
TOTAL		\$ 8,332,895.65

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	11/1/2019	101,696.06	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	11/1/2019	4,182.29	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	11/1/2019	640.04	Keybank National Association	
Supplier Payment	Manual Wire	No Reference	11/1/2019	712.62	Keybank National Association	
Supplier Payment	Manual Wire	No Reference	11/6/2019	1,126.30	Government Revenue Solutions Holdings I LLC	
Supplier Payment	Manual Wire	No Reference	11/8/2019	555.51	Keybank National Association	
Supplier Payment	Manual Wire	No Reference	11/15/2019	250.00	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	11/18/2019	108.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	11/19/2019	560,929.00	Operations Management International Inc	
Supplier Payment	Manual Wire	No Reference	11/19/2019	611,032.08	Rotschy Inc	
Supplier Payment	Manual Wire	No Reference	11/21/2019	259,155.45	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	11/21/2019	90.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	11/22/2019	9,506.67	Athlactron Holding	
Supplier Payment	Manual Wire	No Reference	11/25/2019	12,084.78	Allegiance Benefit Plan Management Inc	
Supplier Payment	Manual Wire	No Reference	11/25/2019	149,097.53	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	11/25/2019	75.00	HRA VEBA Plan	
Supplier Payment	Manual Wire	No Reference	11/25/2019	4,798.11	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	11/25/2019	164,222.20	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	11/25/2019	23,068.56	ING	
Supplier Payment	Manual Wire	No Reference	11/25/2019	550.58	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	11/25/2019	54,389.35	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	11/25/2019	1,473.83	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	11/25/2019	24,268.44	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	11/25/2019	8,225.01	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	11/25/2019	18,528.30	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	11/25/2019	4,074.11	Washington SDU	
Supplier Payment	Manual Wire	No Reference	11/25/2019	21,150.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	11/25/2019	13,269.94	Western States Health & Welfare Trust	
Expense Payment	Direct Deposit	EFT-00030426	11/21/2019	11.60	Gretchen Rose	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030427	11/21/2019	20.00	Richard McConaghy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030428	11/21/2019	338.60	Jeff Mori	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030429	11/21/2019	57.30	Eric Holmes	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030430	11/21/2019	200.53	William Zalpys	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030431	11/21/2019	290.00	Patrick Gilbride	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030432	11/21/2019	250.56	Tanya Gray	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030433	11/21/2019	146.31	Wayne Folkers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030434	11/21/2019	303.71	Wesley Kandoll	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030435	11/21/2019	579.00	Michael Maini	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030436	11/21/2019	43.35	Hector Huerta	Employee Reimbursement

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Expense Payment	Direct Deposit	EFT-00030437	11/21/2019	8.66	Michael Vidito	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030438	11/21/2019	74.24	Michelle Bresee	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030439	11/21/2019	145.18	Blaine Walsh	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030440	11/21/2019	147.50	David Thornton	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030441	11/21/2019	2.50	Chris Malone	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030442	11/21/2019	396.45	Nolan Hanson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030443	11/21/2019	137.90	Joseph Brannan	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030444	11/21/2019	261.00	Carol Bua	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030445	11/21/2019	90.50	Eric Schadler	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030446	11/21/2019	30.22	Brent Waddle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030447	11/21/2019	204.16	Gene Juve	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030448	11/21/2019	338.60	James McElvain	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00030449	11/21/2019	25.50	Chad Williams	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00030450	11/21/2019	308.50	Amy Foster	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00030451	11/21/2019	31.50	Tyler Chavers	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00030452	11/21/2019	155.50	Troy Price	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00030453	11/21/2019	155.50	Mike Lester	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00030454	11/21/2019	57.00	Jason Mills	Travel Advance
Expense Payment	Check	7305	11/20/2019	31.50	Audrey Hing	
Customer Refund	Check	7306	11/13/2019	49.00	Martin V Overstreet	
Ad Hoc Payment	Check	7307	11/20/2019	213.12	Anand C and Angela A Rami	Utility Refunds: 0117010506-03
Ad Hoc Payment	Check	7308	11/20/2019	131.88	Anand C Rami	Utility Refunds: 0117010506-03
Ad Hoc Payment	Check	7309	11/20/2019	82.41	Ciara Hazen	Utility Refunds: 0070002106-08
Ad Hoc Payment	Check	7310	11/20/2019	139.16	Claudia Hartman	Utility Refunds: 0053072600-05
Ad Hoc Payment	Check	7311	11/20/2019	87.15	Donald Guimont	Utility Refunds: 0077046202-02
Ad Hoc Payment	Check	7312	11/20/2019	91.50	Gary R & Monica L Jochim	Utility Refunds: 0030043100-03
Ad Hoc Payment	Check	7313	11/20/2019	66.17	James and Mihwa Blackburn	Utility Refunds: 0088081080-01
Ad Hoc Payment	Check	7314	11/20/2019	76.55	John J & Laura L Slejeski	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	7315	11/20/2019	50.06	Joseph Silva	Utility Refunds: 0103003642-01
Ad Hoc Payment	Check	7316	11/20/2019	40.76	Katherine Dodd	Utility Refunds: 0163001232-01
Ad Hoc Payment	Check	7317	11/20/2019	50.00	Kimberly Burmester	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	7318	11/20/2019	50.00	Kimberly Burmester	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	7319	11/20/2019	150.00	LaJeanne O'Neel	Utility Refunds: 0139239200-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	7320	11/20/2019	75.97	Lori Erickson	Utility Refunds: 0024040200-20
Ad Hoc Payment	Check	7321	11/20/2019	159.00	Mary Loomis	Utility Refunds: 0077046202-02

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Ad Hoc Payment	Check	7322	11/20/2019	103.23	R . A. Bleth	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	7323	11/20/2019	38.95	Steven Epling	Utility Refunds: 0024055500-16
Ad Hoc Payment	Check	7324	11/20/2019	176.95	Summerfield Homes LLC	Utility Refunds: 0114008602-11
Ad Hoc Payment	Check	7325	11/20/2019	78.00	Todd Turnbull	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	7326	11/20/2019	57.13	W C Gilbert Jr	Utility Refunds: 0012046340-00
Ad Hoc Payment	Check	7327	11/20/2019	57.09	AAA Septic Service LLC	MPE-273424 refund
Ad Hoc Payment	Check	7328	11/19/2019	163.00	Adco Printing & Graphics	refund CIVICGOV
Ad Hoc Payment	Check	7329	11/20/2019	240.00	Alisa Arenz	20191106
Ad Hoc Payment	Check	7330	11/20/2019	861.78	APS Inc	Inv #75016
Ad Hoc Payment	Check	7331	11/20/2019	50.00	Blue Mountain Community Management	Voucher #2003628.030
Ad Hoc Payment	Check	7332	11/20/2019	65.81	Brett Allred	refund parking permit COV09070
Ad Hoc Payment	Check	7333	11/20/2019	540.00	Bull Run Electric Inc	refund business license fee
Ad Hoc Payment	Check	7334	11/20/2019	57.09	Bullseye Electric	MPE-272986 refund
Ad Hoc Payment	Check	7335	11/20/2019	120.00	Burnt Bridge Creek Neighborhood Association	RecycleU Grant
Ad Hoc Payment	Check	7336	11/20/2019	48.00	Columbia Business Center - Bldg #59	refund CIVICGOV
Ad Hoc Payment	Check	7337	11/20/2019	214.00	Davidson & Associates	refund parking permit COV09117
Ad Hoc Payment	Check	7338	11/20/2019	216.00	Davidson & Associates	refund parking perm COV09121
Ad Hoc Payment	Check	7339	11/20/2019	45.28	Davidson & Associates	refund parking permit COV09323
Ad Hoc Payment	Check	7340	11/20/2019	3,794.00	Earthworks Excavating Services Inc	Inv #WA169-19
Ad Hoc Payment	Check	7341	11/20/2019	120.00	Evergreen Shores Neighborhood Association	RecycleU Grant
Ad Hoc Payment	Check	7342	11/20/2019	100.00	Falanry Karuo	Damage Deposit Refund Permit #R7951
Ad Hoc Payment	Check	7343	11/20/2019	120.00	Father Blanchet Park Neighborhood Association	20191112
Ad Hoc Payment	Check	7344	11/20/2019	79.00	Firmly Planted Family	refund CIVICGOV
Ad Hoc Payment	Check	7345	11/20/2019	136.53	Foley Electric LLC	MPE-273208 refund
Ad Hoc Payment	Check	7346	11/20/2019	2,441.12	GCCR INC	CMI-270283 refund
Ad Hoc Payment	Check	7347	11/20/2019	1,165.15	Green Ridge Power	RES-272070 refund
Ad Hoc Payment	Check	7348	11/20/2019	1,994.22	HDC Renovations LLC	RES-267106
Ad Hoc Payment	Check	7349	11/20/2019	164.06	HOCKINSON SCHOOL DISTRICT	INVPR0323 KICKOFF 09/24
Ad Hoc Payment	Check	7350	11/20/2019	100.00	J Lopez Chavarria	refund CIVICGOV
Ad Hoc Payment	Check	7351	11/20/2019	8.49	Judah Williams	refund parking permit COV09180
Ad Hoc Payment	Check	7352	11/20/2019	59.35	Karen Peterson	refund parking permit COV08069
Ad Hoc Payment	Check	7353	11/20/2019	216.00	Kathleen Wadden	refund airport
Ad Hoc Payment	Check	7354	11/20/2019	32,250.00	Landerholm, P.S.	20190905 - 1 of 2
Ad Hoc Payment	Check	7355	11/20/2019	41.13	Lech Kaiel	refund parking permit COV09182
Ad Hoc Payment	Check	7356	11/20/2019	78.85	Nicolae Magda	refund overpmt 600 SCIP loan
Ad Hoc Payment	Check	7357	11/20/2019	100.00	Paul Golovatyuk	LUP-76805 refund
Ad Hoc Payment	Check	7358	11/20/2019	173.44	Ryan Moses	20190921
Ad Hoc Payment	Check	7359	11/20/2019	250.00	Sharon Beckey	Damage Deposit Refund Permit #R8058
Ad Hoc Payment	Check	7360	11/20/2019	79.00	Site Centers Corp	refund CIVICGOV
Ad Hoc Payment	Check	7361	11/20/2019	79.00	Site Centers Corp	refund CIVICGOV
Ad Hoc Payment	Check	7362	11/20/2019	132.00	US Centennial Vancouver Mall LLC	ENG-71705 overpayment
Ad Hoc Payment	Check	7363	11/20/2019	150.00	Vista Del Rio Community Club	VOUCHER #2003638.030
Ad Hoc Payment	Check	7364	11/20/2019	79.00	Washington State School for the Blind	refund overpmt CIVICGOV
Supplier Payment	Check	7365	11/20/2019	281.00	Accurate Corporate Services Inc	
Supplier Payment	Check	7366	11/20/2019	66,191.80	Advanced Excavating Specialists LLC	
Supplier Payment	Check	7367	11/20/2019	83.62	Airgas, Inc	
Supplier Payment	Check	7368	11/20/2019	2,178.99	Annas Consultants Inc	
Supplier Payment	Check	7369	11/20/2019	205.44	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	

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Supplier Payment	Check	7370	11/20/2019	2,446.42	Arborscape Ltd Inc	
Supplier Payment	Check	7371	11/20/2019	435.04	AT & T Mobility II LLC	
Supplier Payment	Check	7372	11/20/2019	21,460.43	Avolve Software Corp	
Supplier Payment	Check	7373	11/20/2019	423.84	Bike Clark County	
Supplier Payment	Check	7374	11/20/2019	3,017.13	Blairco Inc	
Supplier Payment	Check	7375	11/20/2019	1,528.99	Bound Tree Medical LLC - Remit-To: Supplier	
Supplier Payment	Check	7376	11/20/2019	3,981.35	Boys and Girls Clubs of Southwest Washington	
Supplier Payment	Check	7377	11/20/2019	433.60	Brightview Holdings Inc	
Supplier Payment	Check	7378	11/20/2019	233,001.19	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	7379	11/20/2019	7,065.36	Cadman Materials - Remit-To: Cadman - Chicago	
Supplier Payment	Check	7380	11/20/2019	5,855.61	CECO Inc	
Supplier Payment	Check	7381	11/20/2019	12,822.50	Century West Engineering Corp	
Supplier Payment	Check	7382	11/20/2019	7,109.00	CFM Strategic Communications Inc	
Supplier Payment	Check	7383	11/20/2019	200.00	Charles Suniga	
Supplier Payment	Check	7384	11/20/2019	1,730.88	Cintas	
Supplier Payment	Check	7385	11/20/2019	847.76	Cintas Fire Protection - Remit-To: Cintas Fire Protection - Cincinnati	
Supplier Payment	Check	7386	11/20/2019	10.70	City of Portland - Remit-To: City of Portland - General AR	
Supplier Payment	Check	7387	11/20/2019	192.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	7388	11/20/2019	1,279.48	Clark County Historical Society	
Supplier Payment	Check	7389	11/20/2019	46,590.80	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	7390	11/20/2019	513.82	Clark Public Utility District No. 1	
Supplier Payment	Check	7391	11/20/2019	702.43	Clark Public Utility District No. 1	
Supplier Payment	Check	7392	11/20/2019	1,821.99	Clark Public Utility District No. 1	
Supplier Payment	Check	7393	11/20/2019	539.53	Clark Public Utility District No. 1	
Supplier Payment	Check	7394	11/20/2019	811.34	Clark Public Utility District No. 1	
Supplier Payment	Check	7395	11/20/2019	488.58	Clark Public Utility District No. 1	
Supplier Payment	Check	7396	11/20/2019	1,048.52	Clark Public Utility District No. 1	
Supplier Payment	Check	7397	11/20/2019	846.53	Clark Public Utility District No. 1	
Supplier Payment	Check	7398	11/20/2019	8,986.36	Cobblestone Homes LLC	
Supplier Payment	Check	7399	11/20/2019	389.91	Code Publishing Co	
Supplier Payment	Check	7400	11/20/2019	167,372.85	Columbia Ford Inc	
Supplier Payment	Check	7401	11/20/2019	29,666.56	Columbia Resource Company	
Supplier Payment	Check	7402	11/20/2019	2,000.00	Columbia Springs	
Supplier Payment	Check	7403	11/20/2019	108.27	Comcast Cable Communications Management - Remit-To: Comcast Business - City of Industry (Inactive)	
Supplier Payment	Check	7404	11/20/2019	88.32	Comcast Cable Communications Management - Remit-To: Comcast Business - City of Industry (Inactive)	
Supplier Payment	Check	7405	11/20/2019	13.62	Comcast Cable Communications Management - Remit-To: Comcast Business - City of Industry (Inactive)	
Supplier Payment	Check	7406	11/20/2019	113.27	Comcast Cable Communications Management - Remit-To: Comcast Business - City of Industry (Inactive)	

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Supplier Payment	Check	7407	11/20/2019	113.27	Comcast Cable Communications Management - Remit-To: Comcast Business - City of Industry (Inactive)	
Supplier Payment	Check	7408	11/20/2019	180.00	Community Housing Resource Center	
Supplier Payment	Check	7409	11/20/2019	8,038.48	Compass Minerals America	
Supplier Payment	Check	7410	11/20/2019	119.24	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	7411	11/20/2019	188.22	Corporate Translation Services Inc	
Supplier Payment	Check	7412	11/20/2019	20,918.26	Creo Industrial Arts LLC	
Supplier Payment	Check	7413	11/20/2019	9,000.00	Daniel Bordak - Remit-To: Apex Metals	
Supplier Payment	Check	7414	11/20/2019	5,947.50	Davidson Benefits Planning	
Supplier Payment	Check	7415	11/20/2019	845.52	Day Management Corp - Remit-To: Day Wireless - Milwaukee	
Supplier Payment	Check	7416	11/20/2019	2,872.60	Delicious Dishes LLC	
Supplier Payment	Check	7417	11/20/2019	82,576.82	Del Sol Inc	
Supplier Payment	Check	7418	11/20/2019	3,246.59	Distinctive Landscape LLC	
Supplier Payment	Check	7419	11/20/2019	19,258.43	DLT Solutions LLC	
Supplier Payment	Check	7420	11/20/2019	2,846.61	Eagle Newspaper Inc	
Supplier Payment	Check	7421	11/20/2019	27,860.54	Educational Opportunities for Children and Families	
Supplier Payment	Check	7422	11/20/2019	903.50	Elisa Maria Timms	
Supplier Payment	Check	7423	11/20/2019	275.00	ERF Company Inc	
Supplier Payment	Check	7424	11/20/2019	4,338.66	Erickson Structural Consulting Engineers	
Supplier Payment	Check	7425	11/20/2019	107.00	Esix Sportswear	
Supplier Payment	Check	7426	11/20/2019	975.48	Exeltech Consulting	
Supplier Payment	Check	7427	11/20/2019	747.78	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	7428	11/20/2019	284.55	Fire Systems West	
Supplier Payment	Check	7429	11/20/2019	40.69	Frontier Communications	
Supplier Payment	Check	7430	11/20/2019	2,521.56	Galls LLC	
Supplier Payment	Check	7431	11/20/2019	11,930.23	Gelco Supply Inc	
Supplier Payment	Check	7432	11/20/2019	630.80	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	7433	11/20/2019	150.00	Get Hooked LLC	
Supplier Payment	Check	7434	11/20/2019	210.36	Gordon Truck Centers	
Supplier Payment	Check	7435	11/20/2019	15,000.00	Grayshift LLC	
Supplier Payment	Check	7436	11/20/2019	9,166.66	Greater Vancouver Chamber of Commerce	
Supplier Payment	Check	7437	11/20/2019	2,770.74	Guided Path	
Supplier Payment	Check	7438	11/20/2019	16,018.90	H&H Wood Recyclers	
Supplier Payment	Check	7439	11/20/2019	57,646.06	Halme Excavating Inc	
Supplier Payment	Check	7440	11/20/2019	13,440.21	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	7441	11/20/2019	6,591.12	H D Fowler Company Inc	
Supplier Payment	Check	7442	11/20/2019	2,015.00	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	Check	7443	11/20/2019	590.50	Investigative Solutions LLC	
Supplier Payment	Check	7444	11/20/2019	997.62	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	7445	11/20/2019	1,626.00	Jamestown Networks	
Supplier Payment	Check	7446	11/20/2019	29,772.32	J and A Fencing	
Supplier Payment	Check	7447	11/20/2019	18,225.73	Janus Youth Programs Inc	
Supplier Payment	Check	7448	11/20/2019	4,312.50	Jeffery Robert Swanson - Remit-To: Exigy LLC	
Supplier Payment	Check	7449	11/20/2019	1,995.00	Kearns & West Inc	

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Supplier Payment	Check	7450	11/20/2019	11,606.96	Kittelson & Associates Inc	
Supplier Payment	Check	7451	11/20/2019	1,125.00	Kramer Gehlen & Associates	
Supplier Payment	Check	7452	11/20/2019	625.60	Linguava Interpreters Inc	
Supplier Payment	Check	7453	11/20/2019	4,320.00	LSW Architects PC	
Supplier Payment	Check	7454	11/20/2019	17,974.25	MacKay Sposito Inc	
Supplier Payment	Check	7455	11/20/2019	54,149.83	Mackenzie Engineering Inc	
Supplier Payment	Check	7456	11/20/2019	33,658.90	Marcella Fleming Reed	
Supplier Payment	Check	7457	11/20/2019	1,253.97	Mark IV Enterprises Inc	
Supplier Payment	Check	7458	11/20/2019	574.99	Mascott Equipment Co	
Supplier Payment	Check	7459	11/20/2019	7,170.79	McDonald Excavating Inc	
Supplier Payment	Check	7460	11/20/2019	30,246.26	McFarlanes Bark Inc	
Supplier Payment	Check	7461	11/20/2019	1,433.05	Metro Overhead Door Inc	
Supplier Payment	Check	7462	11/20/2019	1,500.00	Michael McCulloch Architecture LLC	
Supplier Payment	Check	7463	11/20/2019	4,514.48	Motorola Solutions Inc	
Supplier Payment	Check	7464	11/20/2019	6,457.65	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	7465	11/20/2019	605.42	Munnell-Sherrill Inc	
Supplier Payment	Check	7466	11/20/2019	967.80	National Safety Inc	
Supplier Payment	Check	7467	11/20/2019	2,436.03	NAVEX Global Inc - Remit-To: NAVEX Global Inc	
Supplier Payment	Check	7468	11/20/2019	225.00	Neology Inc - Remit-To: Neology Inc	
Supplier Payment	Check	7469	11/20/2019	982.55	Net Transcripts Inc	
Supplier Payment	Check	7470	11/20/2019	27,111.40	Newco Inc.	
Supplier Payment	Check	7471	11/20/2019	5,861.00	New Horizons Computer Learning Center of Portland	
Supplier Payment	Check	7472	11/20/2019	4,558.80	North 40 Fencing and Farm Services	
Supplier Payment	Check	7473	11/20/2019	4,218.92	North Side Electric Inc	
Supplier Payment	Check	7474	11/20/2019	349.66	Northwest Cascade Inc	
Supplier Payment	Check	7475	11/20/2019	1,132.89	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	7476	11/20/2019	657.36	Northwest Pump & Equipment Co	
Supplier Payment	Check	7477	11/20/2019	637.04	Orion Medical Supply	
Supplier Payment	Check	7478	11/20/2019	3,709.94	Osram Sylvania Inc	
Supplier Payment	Check	7479	11/20/2019	34,330.55	Otak Inc	
Supplier Payment	Check	7480	11/20/2019	230.00	Pacifica Law Group LLP	
Supplier Payment	Check	7481	11/20/2019	1,626.00	Pacific Contractors	
Supplier Payment	Check	7482	11/20/2019	2,033.37	Pacific Furnishings (DO NOT USE / SAVE) - Remit-To: Pacific WRO	
Supplier Payment	Check	7483	11/20/2019	299.18	Parking Enforcement Services LLC	
Supplier Payment	Check	7484	11/20/2019	67.20	Parkmobile USA Inc	
Supplier Payment	Check	7485	11/20/2019	56,788.38	PBS Engineering and Environmental Inc	
Supplier Payment	Check	7486	11/20/2019	100.00	PDH Creative	
Supplier Payment	Check	7487	11/20/2019	119.28	Pitney Bowes Inc	
Supplier Payment	Check	7488	11/20/2019	18,150.00	Police Activities League of SW Washington	
Supplier Payment	Check	7489	11/20/2019	29,100.00	Police Executive Research Forum	
Supplier Payment	Check	7490	11/20/2019	735.00	Porter W Yett Company	
Supplier Payment	Check	7491	11/20/2019	6,212.87	Portland Adventist Medical Center	
Supplier Payment	Check	7492	11/20/2019	264.55	Potter Webster Co	
Supplier Payment	Check	7493	11/20/2019	2,062.81	PPC Solutions Inc	
Supplier Payment	Check	7494	11/20/2019	195.07	Praxair Distribution Inc	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	7495	11/20/2019	29,612.63	Precision Concrete Cutting Inc - Remit-To: Supplier Precision Concrete Cutting Inc	
Supplier Payment	Check	7496	11/20/2019	13,857.87	Prestige Truck Accessories	
Supplier Payment	Check	7497	11/20/2019	340.00	Public Safety Testing Inc	
Supplier Payment	Check	7498	11/20/2019	8,392.74	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	7499	11/20/2019	2,390.75	Rapid Response Bio Clean	
Supplier Payment	Check	7500	11/20/2019	479.67	Rentokil North America Inc	
Supplier Payment	Check	7501	11/20/2019	258.50	Richard L Hepper	
Supplier Payment	Check	7502	11/20/2019	2,352.00	Right of Way Associates Inc	
Supplier Payment	Check	7503	11/20/2019	15,525.00	Rocky Capehart, LLC	
Supplier Payment	Check	7504	11/20/2019	899.42	Roth Staffing Companies LLC	
Supplier Payment	Check	7505	11/20/2019	432.00	Rotschy Inc	
Supplier Payment	Check	7506	11/20/2019	67,013.96	San Diego Police Equipment Co Inc	
Supplier Payment	Check	7507	11/20/2019	586.75	Schmitt Reporting & Video Inc	
Supplier Payment	Check	7508	11/20/2019	33,693.77	Second Step Housing	
Supplier Payment	Check	7509	11/20/2019	7,000.00	SERA Architects	
Supplier Payment	Check	7510	11/20/2019	4,263.69	Share Inc	
Supplier Payment	Check	7511	11/20/2019	3,124.34	Sharon Rice	
Supplier Payment	Check	7512	11/20/2019	200.00	Sheldon Wong	
Supplier Payment	Check	7513	11/20/2019	3,702.74	Shrums Pest Control	
Supplier Payment	Check	7514	11/20/2019	934.86	Siemens Industry Inc - Remit-To: Siemens - Carol Stream	
Supplier Payment	Check	7515	11/20/2019	190.80	Slow Food SW WA	
Supplier Payment	Check	7516	11/20/2019	57,544.55	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	7517	11/20/2019	49,826.00	Southwest Washington Humane Society	
Supplier Payment	Check	7518	11/20/2019	6,329.39	SP Plus Corporation	
Supplier Payment	Check	7519	11/20/2019	53,323.00	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	7520	11/20/2019	1,469.20	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Boiler Pressure Vessel	
Supplier Payment	Check	7521	11/20/2019	131.39	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	7522	11/20/2019	679.25	State of Washington State Patrol	
Supplier Payment	Check	7523	11/20/2019	32.66	Stericycle Inc	
Supplier Payment	Check	7524	11/20/2019	2,140.90	SuperTrees Inc	
Supplier Payment	Check	7525	11/20/2019	969.54	T2 Systems Inc	
Supplier Payment	Check	7526	11/20/2019	6,796.00	Targetsolutions Learning LLC - Remit-To: TargetSolutions - Tampa	
Supplier Payment	Check	7527	11/20/2019	160.00	The Columbian Publishing Co	
Supplier Payment	Check	7528	11/20/2019	1,571.44	The Pape Group Inc - Remit-To: Pape Machinery	
Supplier Payment	Check	7529	11/20/2019	1,455.80	Towing & Recovering Services Inc	
Supplier Payment	Check	7530	11/20/2019	6,049.04	Traffic Safety Supply Co Inc	
Supplier Payment	Check	7531	11/20/2019	839.13	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	7532	11/20/2019	5,832.00	Triangle Resources Inc	
Supplier Payment	Check	7533	11/20/2019	913.27	Triple J Enterprises	
Supplier Payment	Check	7534	11/20/2019	3,806.07	TV Etc ESD 112	
Supplier Payment	Check	7535	11/20/2019	1,764.49	Tyree Oil Inc	
Supplier Payment	Check	7536	11/20/2019	62.18	United Parcel Service	
Supplier Payment	Check	7537	11/20/2019	6,303.12	Universal Field Services Inc	

INVOICE PAYMENTS REPORT

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Supplier Payment	Check	7538	11/20/2019	758.80	US Water Services Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	7539	11/20/2019	26.00	Vancouver Aire LLC	
Supplier Payment	Check	7540	11/20/2019	207.50	Vancouver School District #37	
Supplier Payment	Check	7541	11/20/2019	12,104.12	Walter E Nelson Company	
Supplier Payment	Check	7542	11/20/2019	3,257.46	Wapiti NW LLC	
Supplier Payment	Check	7543	11/20/2019	3,347.00	Washington State Criminal Justice Training Commission - Remit-To: Criminal Justice Training Commission - Olympia	
Supplier Payment	Check	7544	11/20/2019	4,177.55	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	7545	11/20/2019	2,085.35	Watershed Garden Works Inc	
Supplier Payment	Check	7546	11/20/2019	2,887.93	Western Equipment Distributors - Remit-To: Western Equipment - Los Angeles	
Supplier Payment	Check	7547	11/20/2019	433.00	Willis of Seattle Inc - Remit-To: Willis - Pasadena	
Supplier Payment	Check	7548	11/20/2019	31,804.28	Wire Works LLC	
Supplier Payment	Check	7549	11/20/2019	300.00	W Todd Pascoe	
Supplier Payment	Check	7550	11/20/2019	553.86	WW Grainger Inc	
Supplier Payment	Check	7551	11/20/2019	264.28	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	7552	11/20/2019	875.50	Yakima County	
Supplier Payment	Check	7553	11/20/2019	2,316.92	Zayo Group Holding Inc	
Supplier Payment	Check	7554	11/20/2019	706,296.61	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	7555	11/20/2019	418,814.50	Clark Public Utility District No. 1	
Supplier Payment	Check	7556	11/20/2019	32,843.80	Life Insurance Company of North America	
Supplier Payment	Check	7557	11/20/2019	25,569.45	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	7558	11/20/2019	14,421.92	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	7559	11/25/2019	8,694.70	Aflac	
Supplier Payment	Check	7560	11/25/2019	5,259.53	AFSCME Local #307	
Supplier Payment	Check	7561	11/25/2019	3,612.00	Chapter 13 - Trustee	
Supplier Payment	Check	7562	11/25/2019	20,548.59	IAFF Local #452	
Supplier Payment	Check	7563	11/25/2019	751.06	IAM Local #1374	
Supplier Payment	Check	7564	11/25/2019	76.60	Legal Shield	
Supplier Payment	Check	7565	11/25/2019	8,181.81	Life Insurance Company of North America	
Supplier Payment	Check	7566	11/25/2019	575.00	MFS Service Center Inc	
Supplier Payment	Check	7567	11/25/2019	225.00	OPEIU Local #11	
Supplier Payment	Check	7568	11/25/2019	4,544.25	OPEIU Local #11	
Supplier Payment	Check	7569	11/25/2019	608.00	Teamsters Local #58	
Supplier Payment	Check	7570	11/25/2019	350.00	UA Local #290	
Supplier Payment	Check	7571	11/25/2019	1,320.78	United Way of the Columbia Willamette	
Supplier Payment	Check	7572	11/25/2019	523.56	Vancouver Command Guild	
Supplier Payment	Check	7573	11/25/2019	13,086.48	Vancouver Police Officer Guild	
Supplier Payment	Check	7574	11/25/2019	2,829.00	Western Conference of Teamsters	
Supplier Payment	Check	7575	11/25/2019	1,060.18	Western Metal Industry Pension Plan	
Supplier Payment	Check	7576	11/25/2019	349.80	OPEIU Local #11	
			SUBTOTAL	5,246,410.77		

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

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Hansen			11/26/2019	27,098.35	City Payments	Posted 11-19-19 thru 11-25-19
			SUBTOTAL	27,098.35		
VISA			11/26/2019	363.58	Miscellaneous	Parks Class Refunds - FCC 11-19-19 thru 11-25-19
VISA			11/26/2019	650.00	Miscellaneous	Parks Class Refunds - MCC 11-19-19 thru 11-25-19
VISA			11/26/2019	-	Miscellaneous	Parks Class Refunds - Special Events 11-19-19 thru 11-25-19
VISA			11/25/2019	400.00	Miscellaneous	Parks Class Refunds - WREC 11-19-19 thru 11-25-19
			SUBTOTAL	1,413.58		
			TOTAL	5,274,922.70		

**City of Vancouver
Payroll Council Report
November 19, 2019 - November 25, 2019**

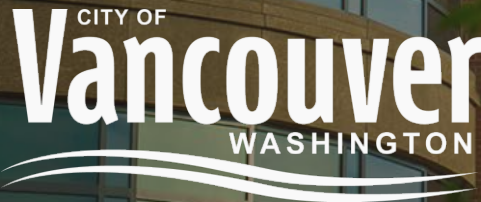
[illegible]

\$ 3,057,972.95

The background of the slide features a photograph of Vancouver City Hall, a modern building with a curved glass facade and brick accents. The words "VANCOUVER CITY HALL" are visible on the building's exterior. In the foreground, there is a hanging basket filled with vibrant pink and purple flowers, which is slightly out of focus. A semi-transparent dark grey banner is overlaid across the top half of the image, containing the main title and address.

Multifamily Tax Exemption

Roosevelt Commons Apartments-2812 Falk Road



City Council Public Hearing
December 2, 2019

Peggy Sheehan, Community Development
Programs Manager

Presentation Overview

- Multifamily Tax Exemption (MFTE) Program overview
- Proposed project – Roosevelt Commons Apartments
- Next steps and timeline

Purpose of MFTE Program

- MFTE program is authorized by VMC 3.22 adopted in 2016.
- Program is designed to incentivize new private multi-family development in targeted areas in the City to:
 - accommodate future population growth;
 - provide places to live close to employment, shopping, entertainment, and transit services; and
 - encourage affordable housing where appropriate
- Currently, the program applies only to the City Center Vision Area and the Fourth Plain Corridor Subarea, two priority areas that the City desires to see growth.

MFTE Project Pipeline

- 31 exemption requests to date
- 28 projects approved, 3 applications in process
- Current status:
 - 4 projects out of exemption period
 - 12 projects currently renting
 - 8 projects under construction
 - 4 projects in permit review
- Total of 2,564 units including 552 income restricted (Including pending applications)

Exemption Options-(Applies to residential improvements only)

8 years

- Market-rate properties with approved Development Agreement

8 years

- Properties with 20% of units for tenants earning up to 100% AMI

10 years

- Properties with 20% of units for tenants earning up to 80% AMI

12 years

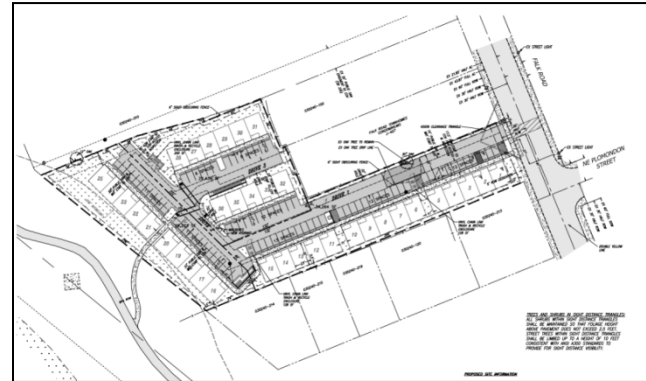
- Properties with 20% of units for tenants earning up to 60% AMI

Proposed Project – Roosevelt Commons

Developer: Ginn Development

Project location: 2812 Falk Rd.

Requested exemption: 10 years with 20% of units (8) affordable at 80% HUD AMI



Project Overview- Roosevelt Commons

- 36 4-Bedroom Apartments
- 84 surface parking spaces
- \$8.26 million construction cost



Unit Mix and Monthly Rent-Roosevelt Commons

Unit Type	Projected Monthly Rent	# Units
4 bed/3 bath	\$1,484	8
4 bed/3 bath	\$1,689	28

8 units will be restricted to 80% the HUD median income limit for the area. The 80% of HUD median income for Portland-Vancouver-Hillsboro area is \$70,300 (HUD).
With a 30% cap on income/ housing and utility costs the maximum affordable rent would be \$1,728 per month.

Median Income Explanation

- RCW 84.14 requires that HUD income calculations for MFTE projects
- HUD aggregates Vancouver median income data with six other counties as a “metropolitan statistical area” (MSA)
- This aggregation leads to a 20% difference between HUD and Local AMI
- HUD’s 2019 100% AMI using the MSA data is \$87,900
- Vancouver’s 100% AMI using ACS local data is \$70,186

Tax Summary- Roosevelt Commons

	Total – all taxing districts	City of Vancouver
Net Present value of future tax revenue** (20 year)	\$749,000	\$305,000
Net present value of “foregone” tax revenue	(\$339,000)	(\$111,000)
NET PRESENT 20 YEAR BENEFIT	\$410,000	\$194,000
Estimated 2019 property taxes (Vacant land)	\$6,746	\$1,444

(Applies to residential improvements only)

**Estimated discounted present value of construction sales tax, utility tax and property tax over 20 years

MFTE Program Benefits

- Expedites an estimated \$8.6 million in new construction that might not occur without the exemption (including direct and indirect employment).
- Exemption is for 10 years, following which the project comes back on the tax rolls.
- Over the 20 years following construction, the project – with the exemption - will generate nearly \$749,000 in taxes benefitting all taxing districts (ports, schools, county, city, etc.) and a total of \$305,000 for the City of Vancouver.

MFTE Program Benefits(cont.)

- The estimated 2019 taxes for the property are \$6,746.
- The property tax during the MFTE exemption (2023) with development is estimated at \$22,019.
- When the exemption period ends estimated property tax will be \$81,122 annually.
- Immediate development accelerates the timeline of increased property taxes that will be on the tax rolls for decades beyond the end of the initial 10-year exemption period.

Next Steps

- Issue preliminary tax exemption certificate if resolution and agreement are approved.

Questions and Discussion

Peggy Sheehan, Program Manager
Community and Economic Development
360-487-7952
Peggy.Sheehan@cityofvancouver.us



Staff Report 181-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/2/2019

SUBJECT Multifamily Tax Exemption: Roosevelt Commons Apartments

Key Points

- The Multifamily Tax Exemption Program, authorized by VMC 3.22, is designed to incentivize new private multi-family development in targeted areas of the City.
- The requested exemption facilitates an estimated \$8.26 million in new construction in Fourth Plain area (including direct and indirect employment associated with construction).
- The exemption accelerates a project for a site that may not occur otherwise.
- The exemption is for 10 years. Following the exemption the project will return to the tax rolls at an assessed value as if it were new construction and remain for decades beyond the 10-year exemption period.
- Over the 20-year period following construction, the project – with the exemption - will generate nearly \$749,000 in taxes benefiting all taxing districts (ports, schools, county, city, etc.) and a total of \$305,000 for the City of Vancouver.

Strategic Plan Alignment

Goal 8: Strengthen commercial, retail and community districts throughout the city.

Present Situation

The multi-family property tax exemption program in general is designed to incentivize new private multi-family development in targeted areas in the City. The program is a tool to assist cities in accommodating future population growth in designated centers, close to employment, shopping, and transit services and to encourage affordable housing where appropriate.

The Ginn Development Group is proposing a 10-year exemption for 36 residential units with 20% of those units being income restricted to 80% area median income (\$70,330 for a family of four). Additional information regarding the calculation of area median income for the MFTE program is described below. The development is located at 2812 Falk Road north of Fourth Plain Boulevard. The development consists of seven two-story apartment buildings with 84 on-site

parking spaces.

The estimated 2019 taxes for the unimproved site are \$6,746. The tax impact of the proposed project is estimated as follows:

	Total – all taxing districts	City of Vancouver
Net Present value of future tax revenue* (20 year)	\$749,000	\$305,000
Net present value of “foregone” tax revenue (8 years)	(\$339,000)	(\$111,000)
NET PRESENT 20 YEAR BENEFIT	\$410,000	\$194,000

**Estimated discounted present value of construction sales tax, utility tax and property tax over 20 years*

In addition to the above considerations, the exemption accelerates a project that will be on the tax rolls for decades beyond the end of the 10-year exemption period.

Area Median Income

For the MFTE program, RCW 84.14 outlines the requirements and definitions for multifamily tax exemption projects. When calculating the area median income and household incomes, RCW 84.14 directs that the definition of area median, low, and moderate household income be derived from data “as reported by the United States Department of Housing and Urban Development”. Unfortunately HUD does not report Vancouver data at a local level. The City of Vancouver data is aggregated into a Metropolitan Statistical Area (MSA) that includes the six counties surrounding Portland. HUD has calculated the 2019 area median income for Vancouver using the combined MSA data. This methodology creates a disparity in the income restrictions because the area median income used for Vancouver MFTE projects is now skewed by the higher incomes of the other MSA cities.

For example, the HUD 100% area median income for a family of four persons in the Portland-Vancouver-Hillsboro MSA is \$87,900. However, looking at the 2013-2017 American Community Survey median income report the estimated local Vancouver median income for a family of four is \$70,186, which is closer to the HUD 80% AMI.

In 2020, City staff will be working to find ways to reduce the disparity of median incomes and allowable rents between the MSA and local data as it pertains to the City's MFTE program.

Advantage(s)

1. Facilitates construction of 36 new residential units (studios and 1-2 bedrooms) within the Fourth Plain corridor, one of the City's primary economic development priority areas;
2. Would result in approximately \$8.26 million in new construction investment that may not occur without the exemption;
3. Over the 20-year period following construction, the project will generate nearly \$749,000 in taxes benefiting all taxing districts, including \$305,000 million to the City of Vancouver;

4. 20% of the units must be restricted to renters at or below 80% of the area median income for the duration of the exemption.

Disadvantage(s)

The exemption will defer the collection of taxes on the residential units for ten years. However it is also possible that the project would not be developed without the tax exemption, in which case the future tax benefits would not be realized.

Budget Impact

None.

Prior Council Review

None.

Action Requested

On Monday, December 2, 2019, subject to public hearing, adopt a resolution approving the Agreement and conditional tax exemption certificate for the Roosevelt Commons Apartments.

Peggy Sheehan, Community Development Programs Manager, 487-7952

ATTACHMENTS:

- ▣ Resolution
- ▣ Roosevelt Commons MFTE Agreement
- ▣ Presentation

12/02/19

RESOLUTION NO. M-_____

A RESOLUTION of the City Council of the City of Vancouver approving an agreement with RVC OZONE LLC for a 10 year property tax exemption for the property located at 2812 Falk Road (Tax Lots 30240080, 30240212, 30240217) in Vancouver, Washington.

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

WHEREAS, the City is interested in promoting new housing in the Fourth Plain residential target area in the City of Vancouver; and

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

WHEREAS, the City has set forth in Chapter 3.22 of the Vancouver Municipal Code (VMC) a program whereby property owners may qualify for a “Final Certificate of Tax Exemption,” which certifies to the Clark County Assessor and Treasurer that a property is eligible to receive a limited property tax exemption; and

WHEREAS, RVC OZONE LLC (Applicant) is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing within the Fourth Plain residential target area identified in Chapter 3.22 VMC; and,

RESOLUTION - 1

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on property located at 2812 Falk Road in Vancouver (Property); and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Agreement attached hereto as Exhibit A between RVC OZONE LLC and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager of the City of Vancouver or his designee is authorized to execute the attached Exhibit A.

ADOPTED at a regular session of the Vancouver City Council this 2nd day of December, 2019.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 2

**MULTI-FAMILY RENTAL HOUSING LIMITED PROPERTY TAX
EXEMPTION AGREEMENT**

THIS AGREEMENT is entered into this ____ day of _____, 2019, by and between RVC OZONE LLC, (hereinafter referred to as “Applicant”), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

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

WHEREAS, the City is interested in promoting new rental housing in the Fourth Plain area of the City of Vancouver, and

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

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multi-family rental housing within the Fourth Plain area, which is a Designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program (the “Application”) outlining the proposed development of new multi-family rental housing (“Development”) for a 10 year exemption with 20% of the units affordable at 80% AMI to be constructed on property located at 2812 Falk Road more specifically described on Exhibit A attached hereto (“Property”), and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

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

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant agrees to construct on the Property residential rental housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than 36 new permanent residential units.
3. The Applicant commits to renting at least twenty percent of the housing units as affordable housing units to low and moderate-income households as defined at RCW 84.14.010, and agrees that the property must satisfy that commitment and any additional affordability and income eligibility conditions contained in Chapter 3.22 VMC for the duration of the tax exemption.
4. The Applicant agrees to complete construction of the agreed upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City.
5. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Community Development ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-family unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption;
 - (c) A statement that the project meets the affordable housing requirements as described in RCW 84.14.020 including a statement committing to renting or selling at least 20% of the housing units as affordable housing units to low and moderate-income households at 80% AMI; and
 - (d) A statement that the work was completed within the required three-year period or any authorized extension.
6. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 5 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within ten (10) days.

7. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of 10 years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family rental units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
 - (d) The total monthly rent for each unit;
 - (e) Documentation of the income of each renter household at the time of initial occupancy; and
 - (f) Documentation showing that twenty percent of the units were rented as affordable housing units to low and moderate-income households as defined at RCW 84.14.010 and VMC 3.22.
8. The applicant agrees to maintain the property including all improvements in compliance with all applicable City codes and requirements.
9. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration or to maintain adequate records may result in the tax exemption being canceled.
10. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.
11. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14; The Applicant shall have the right to appeal such cancellation pursuant to VMC 3.22.040(N).
13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.
15. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER

RVC OZONE LLC

Eric Holmes, City Manager

Name-Title

Attest:

Natasha Ramas, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Exhibit A Legal Description

Project Name: Roosevelt Commons Apartments

Legal Description:

30240-217

A tract of land in the Southeast one-quarter of Section 24 in Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being more particularly described as follows:

BEGINNING at a found ½" iron rod with yellow plastic cap inscribed "Barbieri #6386", North 50°39'12" West a distance of 12.16 feet from the most Southwesterly corner of Lot 1 of "Fir Grove" Short Plat Book 3, Page 83, Clark County Survey Records; thence South 50°39'12" East a distance of 12.16 feet to the True Point of Beginning of the parcel being described; thence North 67°43'47" East along the Southeasterly line of said Lot 1, a distance of 77.95 feet; thence continuing along said South line North 67°51'57" East a distance of 10.50 feet; thence leaving said Southeasterly line South 22°08'03" East a distance of 79.00 feet; thence South 67°51'57" West a distance of 45.62 feet to a point on the Northeastly right-of-way line a 300 foot strip of land acquired by The United States of America for electrical transmission; thence along said right-of-way line North 50°39'12" West a distance of 89.70 feet to the Point of Beginning.

30240-212

A tract of land in the Southeast one-quarter of Section 24 in Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being more particularly described as follows:

BEGINNING at a found ½" iron rod with yellow plastic cap inscribed "Barbieri #6386" North 50°39'12" West a distance of 12.16 feet from the most Southwesterly corner Lot 1 of "Fir Grove" Short Plat Book 3, Page 83, Clark County Survey Records; thence South 50°39'12" East a distance of 12.16 feet; thence North 67°43'47" East along the Southeasterly line of said Lot 1 a distance of 77.95 feet; thence continuing along said Southeasterly line North 67°51'57" East a distance of 10.50 feet to the True Point of Beginning of the parcel being described; thence continuing along said Southeasterly line of the following 4 courses and distances: 1) North 67°51'57" East a distance of 55.80 feet; 2) thence North 75°05'43" East a distance of 94.70 feet; 3) thence South 2°27'46" East a distance of 5.01 feet; 4) thence North 67°56'03" East a distance of 84.78 feet; thence leaving said Southeasterly line South 22°05'16" East a distance of 73.93 feet; thence North 67°54'44" East a distance of 7.00 feet to the Northwesterly corner of Falk Road Townhouses Condominium (J-427); thence along the Southwesterly line of said Falk Road Townhouses, South 22°05'16" East a distance of 79.49 feet, to a point on the Northwesterly line of Auditor's File No. G 3382436 and the Southwesterly corner of said Townhouses property; thence along the Northwesterly line of Auditor's File No. G 3382436, South 67°54'44" West a distance of 235.28 feet to a point on the Northeastly right-of-way line of a 300 foot strip of land acquired by the United States of America for electrical transmission; thence along said right-of-way line North 50°39'12" West a distance of 103.54 feet; thence leaving said Northeastly right-of-way line North 67°51'57" East a distance of 45.62 feet; thence North 22°08'03" West a distance of 79.00 feet to the Point of Beginning.

30240-080

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE OF VANCOUVER, COUNTY OF CLARK, STATE OF WASHINGTON AND IS DESCRIBED AS FOLLOWS:

A portion of the Southeast quarter of Section 24, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a point on the West line of the Falk County Road, South 24°02' East 387.02 feet from the intersection of the said West line with the North line of the Joseph Durgan Donation Land Claim in Section 24, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence South 24°02' East along the West line of said Road 90 feet; thence South 65°58' West at right angles to the West line of said road 476.64 feet to the Easterly line of a 300 foot strip acquired by the United States of America for power transmission line; thence North 52°50' West along the Easterly line of said 300 foot strip, 102.70 feet to a point which is South 65°58' West from the point of beginning; thence North 65°58' East 526.12 feet to the Point of Beginning.

EXCEPT any portion lying within Falk Road.

Four Seasons North Planned Development

VANCOUVER
CITY HALL



December 2, 2019

Vancouver City Council Hearing

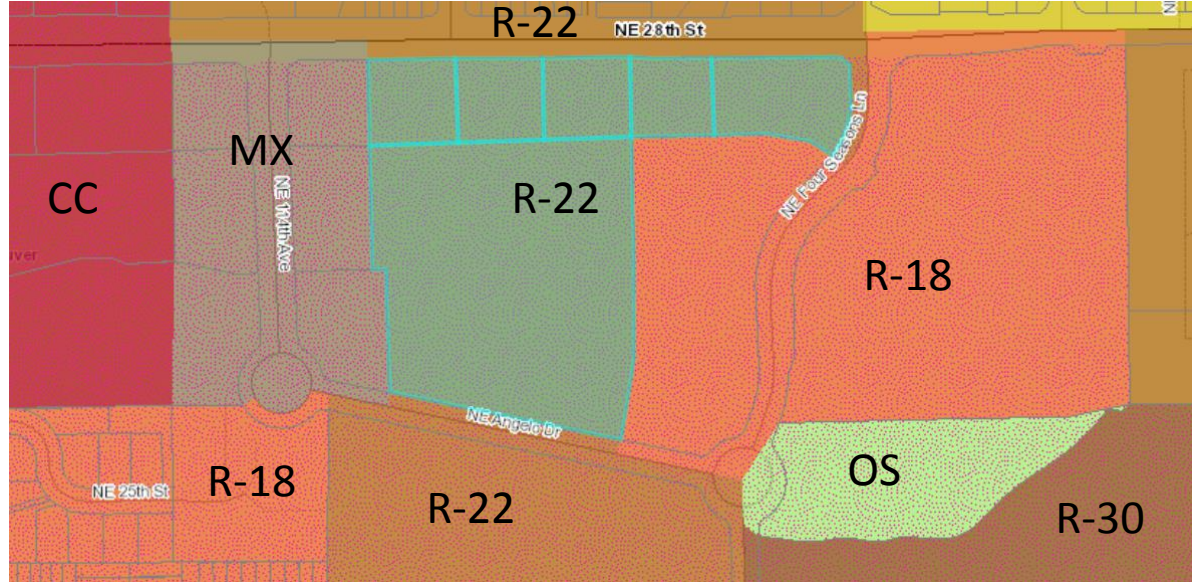
PRJ-161559/LUP-73694

Mark Person, Senior Planner

Aerial Photo



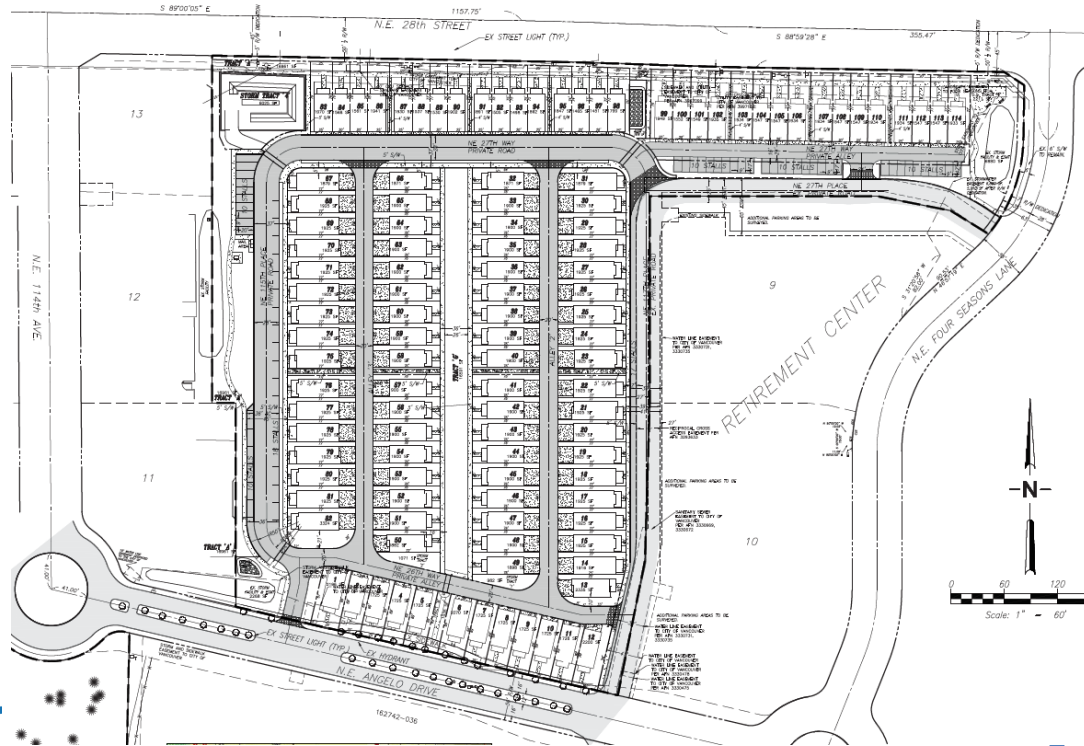
Zoning



Land Use Summary

- Land use hearing on October 15, 2019
- No public testimony received during comment period or at the October 15, 2019 hearing
- Hearing examiner issued a recommendation of approval on November 6, 2019
- First reading of the ordinance on November 25, 2019

Preliminary Plat



Planned Development Approval Criteria

Content.

The concept plan contains all of the components required in Section [20.260.070](#). Compliance with all applicable standards. The proposed development and uses comply with all applicable standards of the Title, except where adjustments are being approved as part of the concept plan application, pursuant to Section [20.260.030](#) (D)(2). Proposed improvements

Architectural and site design.

The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally-friendly architectural and site design.

Transportation system capacity.

There is either sufficient capacity in the transportation system to safely support the development proposed in all future phases or there will be adequate capacity by the time each phase of development is completed.

Availability of public services.

There is either sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal, to adequately serve the development proposed in all future phases, or there will be adequate capacity available by the time each phase of development is completed.

Planned Development Approval Criteria

Protection of designated resources.

City-designated resources such as historic landmarks, significant trees and sensitive natural resources are protected in compliance with the standards in this and other Titles of the VMC.

Compatibility with adjacent uses.

The concept plan contains design, landscaping, parking/traffic management and multi-modal transportation elements that limit conflicts between the planned development and adjacent uses. If zoning districts are shifted per Section [20.260.020\(C\)](#) VMC, there shall be a demonstration that the reconfiguration of uses is compatible with surrounding uses by means of appropriate setbacks, design features or other techniques.

Mitigation of off-site impacts.

All potential off-site impacts including litter, noise, shading, glare and traffic, will be identified and mitigated to the extent practicable.

Recommendation

Staff Recommends Final Approval of the Four Seasons North Planned Development subject to the conditions of approval in the Hearing Examiner's recommendation dated November 6, 2019 and adoption of the Planned Development Ordinance

Questions and Discussion

- Mark Person, Senior Planner
- 360-487-7885 or mark.person@cityofvancouver.us



Staff Report 176-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/2/2019
12/2/2019

SUBJECT Four Seasons North Planned Development

Key Points

- Approval of a planned development ordinance and approval of a preliminary plat to allow for the development of Four Seasons North Subdivision.

Strategic Plan Alignment

N/A

Present Situation

The applicant requests approval a proposed planned development for a 114-lot single family subdivision totaling 8.77 acres in R-22 Higher Density Residential zoning.

On October 15, 2019, a public hearing was conducted before the Hearings Examiner. On November 6, 2019, the Hearing's Examiner issued findings, conclusions and recommendations (attached). Her finding recommended that both the planned development and subdivision ordinance be approved by City Council.

Advantage(s)

1. Approval will allow for additional housing units to be constructed.
2. Approval will allow for flexible design.
3. Approval will allow for the development in an area currently served by public utilities.

Disadvantage(s)

There will be additional traffic. However, this has been reviewed and the City has determined there is adequate capacity.

Budget Impact

None

Prior Council Review

First reading before Council on November 25, 2019.

Action Requested

On Monday, December 2, 2019, subject to the public hearing, adopt the proposed ordinance approving the planned development; and subject to the Council's decision on the proposed ordinance, grant preliminary plat approval of the proposed subdivision.

Mark Person, Senior Planner, 487-7885

ATTACHMENTS:

- ▣ Four Seasons North PD Ordinance
- ▣ Land Use Hearing Staff Report
- ▣ Land Use Hearing Staff Report Exhibits
- ▣ Hearing Examiner Recommendation
- ▣ Presentation

This staff report references the terms and conditions of the request for approval. Any document referred to herein and that is not attached may be reviewed prior to the City Council meeting in the office of the City Manager. Documents may be reviewed following scheduled Council meetings in the office of Central Records, 415 West 6th Street, Vancouver, WA. Office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

11/25/19
12/02/19

ORDINANCE NO. M-

AN ORDINANCE approving the concept development plan for the Four Seasons North Planned Development; and providing for severability and an effective date.

WHEREAS, on October 15, 2019, a hearing was held before the Vancouver Hearings Examiner regarding the approval of the concept development plan for the Four Seasons North Planned Development.

WHEREAS, on November 6, 2019, the Vancouver Hearing Examiner recommended approval of the concept development plan for the Four Seasons North Planned Development under File PRJ-161559, LUP-73694; and

WHEREAS, the concept development plan is consistent with the Comprehensive Plan and the underlying zoning of the property.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings.

A. The Vancouver Hearing Examiner has found that all of the following criteria have been met, with conditions, as required by VMC 20.260.050:

1. Content. The concept plan contains all of the components required in Section 20.260.070. Compliance with all applicable standards. The proposed development and uses comply with all applicable standards of the Title, except where adjustments are

being approved as part of the concept plan application, pursuant to Section 20.260.030(D)(2).

2. Architectural and site design. The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally-friendly design and materials.
3. Transportation system capacity. There is either sufficient capacity in the transportation system to safely support the development proposed in all future phases or there will be adequate capacity by the time each phase of development is completed.
4. Availability of public services. There is either sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal, to adequately serve the development proposed in all future phases, or there will be adequate capacity available by the time each phase of development is completed.
5. Protection of designated resources. City-designated resources such as historic landmarks, significant trees and sensitive natural resources are protected in compliance with the standards in this and other Titles of the VMC.
6. Compatibility with adjacent uses. The concept plan contains design, landscaping, parking, traffic management and multi-modal transportation elements that limit conflicts between the planned development and adjacent uses. If zoning districts are shifted per Section 20.260.020(C) VMC, there shall be a demonstration that the reconfiguration of uses is compatible with surrounding uses by means of appropriate setbacks, design features or other techniques.

7. Mitigation of off-site impacts. All potential off-site impacts including litter, noise, shading, glare and traffic, will be identified and mitigated to the extent practicable.
- B. The information for the concept development plan has been submitted and approved, as required by VMC 20.260.070.
- C. The concept development plan of the Four Seasons South Planned Unit Development is consistent with the Comprehensive Plan and the underlying zoning.
- D. City Council hereby adopts the foregoing findings and the findings of the Vancouver Hearings Examiner contained in the Findings, Conclusions, and Recommendation, which are hereby incorporated by reference, as its own.

Section 2. Legal Description.

The legal description of the lands referred to in this ordinance is as follows:

Four Seasons Phase 1, Lot 8, Lot 14, Lot 15, Lot 16, Lot 17, and adjusted Lot 18, Page 717, Book 310 and Records of Clack County, Washington, located in a portion of the southwest quarter of Section 22, Township 2 North, Range 2 East, Willamette Meridian, and Clark County, Washington.

Section 3. Approval Granted.

Based upon the foregoing findings, as well as the findings contained in Staff Report No. PRJ-161559/LUP-73694, which are hereby incorporated by reference, approval of the concept development plan for the Four Seasons North Planned Development is hereby granted, with the conditions outlined in the Hearing Examiner's Findings, Conclusions, and Recommendation, incorporated above by reference.

Section 4. Severability.

If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder or the application of the provision to other persons or circumstances is not affected.

Section 5. Effective Date.

This ordinance shall take effect fifteen (15) days after passage and publication.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2019.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 5

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE approving the concept development plan for the Four Seasons North Planned Development; and providing for severability and an effective date. The full text of this ordinance will be mailed upon request.

Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).



City of Vancouver • P.O. Box 1995 • Vancouver, WA 98668-1995
www.cityofvancouver.us

**Staff Report and Recommendation to the Hearing Examiner
Four Seasons North Planned Development
PRJ-161559/LUP-73694**

Report Date	October 1, 2019
Hearing Date	October 15, 2019
Proposal	114-lot single-family residential subdivision over six existing parcels zoned R-22 using the Type IV Planned Development process
Location	11511 NE 28th Street
Applicant	Four Seasons Subdivision, LLC Attn: Phil Wuest 7223 NE Hazel Dell Vancouver, WA 98665
Property Owner	Four Seasons Place, LLC 400 E Mill Plain Blvd #500 Vancouver, WA 98660
Staff	Mark Person, Senior Planner/Case Manager Eric Hahn, Senior Civil Engineer – Transportation/Concurrency Steven Ulibarri, Fire Marshall Giff Hancock, Civil Engineer -Water Eric Torgerson, Civil Engineer - Sewer Mike Swanson, Civil Engineer - Stormwater Patricia Clerf, Building Plans Examiner
SEPA Determination	Final Determination of Nonsignificance
Approval Criteria	Planned Development – VMC20.260.050 Subdivision – VMC20.320.040
Staff Recommendation	Preliminary approval with conditions. Project conditions and/or required revisions are identified in the conclusion of this report.

APPEAL

This report to the hearing examiner is a recommendation from Community & Economic Development Department. The examiner may adopt, modify or reject this recommendation. The examiner will render a written decision within ten (10) working days after the public hearing record closes. The hearing examiner's decision may be appealed to the Vancouver City Council within fourteen (14) calendar days after the date the examiner's decision is mailed. Appeals must be made in writing and be received within this time period. The letter of appeal shall state the case number designated by the city and the name of the applicant, name and signature of each petitioner, a statement showing that each petitioner is entitled to file the appeal under VMC Chapter 20.210.130.B, the specific aspect(s) of the decision and/or SEPA issue being appealed, the reasons each aspect is in error as a matter of fact or law, and the evidence relied upon to prove the error (VMC 20.210.130.A).

A fee of \$1,826.00 must accompany the appeal. However, if the aggrieved party is a recognized neighborhood association, the fee assessed is \$138.00. The association must demonstrate at the time of appeal submittal that the decision to appeal was made pursuant to association bylaws. Submit the appeal request and fee to Community & Economic Development Dept., Permit Center, 415 W 6th Street, or mail to PO Box 1995, Vancouver, WA 98668-1995.

Permit center hours are 9 a.m.–12:30 p.m. and 1:30 p.m.–4 p.m.

For questions or additional information, you may contact the case manager by telephone at 360-487-7885, or by e-mail at mark.person@cityofvancouver.us.


Report Prepared By
Mark Person, Senior Planner/Case Manager

10/1/19
Date


Greg Turner, Manager
Land Use Team

10.1.19
Date

BACKGROUND

Project Summary

The proposal is to subdivide the 8.77 acre development site into 114 single-family residential lots in the R-22 zoning district, using the Planned Development process identified in VMC 20.260. The applicant proposes to serve the lots from a series of private streets and alleys extending from NE Angelo Drive to the south and the existing private road to the east.

The parcel is included in a development agreement from 2018 as part of the comprehensive plan amendment and zone change. As part of development agreement, future development of the parcels is subject to conditions outlined in this report.

General Site Information

Zoning District	R-22
Adjacent Zoning Designation	Mixed use to the west, R-22 to the north, across NE 28th, R-18 to the east and R-22 to the south, across NE Angelo Dr.
Comprehensive Plan Designation	UH
Parcel Size	8.77 acres
Adjacent Land Uses	Commercial to the west, residential to the north, across NE 28th St., retirement development to the east and multi-family residential to the south, across NE Angelo Drive
Access Roads	NE Angelo Drive to the south and NE Four Seasons Lane and a private drive to the east
Existing Vegetation	Trees, shrubs and grasses
Existing Structures	None
Topography	Generally flat with approximately 8 feet of elevation decline at the northern end of the site
Geologic Hazards	No mapping indicators
Flood Plains	No mapping indicators
Wetlands	No mapping indicators
Archaeology	Priority Level A and B
Drainage Basin	Burnt Bridge Creek
Wellhead Protection	No mapping indicators
Soils	HIB and HIC
Park Impact Fee District	District C
School Impact Fee District	Evergreen
Impacted Schools	Endeavour, Cascade, Evergreen
Traffic Impact Fee District	Pacific
Sewer District	Vancouver
Water District	Vancouver
Fire Service	Vancouver
Neighborhood Association	Landover-Sharmel

Procedural History

Activity	Case #	Date
Annexation history, Ordinance M-3299	M-3131	01/01/1995
Pre-application conference	PIR-72205	01/17/2019
Application submitted	LUP-73694	04/02/2019

Application determined fully complete		07/11/2019
Notice of application and notice of public hearing		07/25/2019
Final DNS		08/28/2019
Hearing Date		10/15/2019

APPLICABLE REGULATIONS

Vancouver Municipal Code

VMC Chapters 11.70 Transportation Concurrency; 11.80 Street Standards; 11.90 Construction in right of way; 14.04 Water and Sewer Use Regulations; 14.16 Water and Sewer Service Connections; 14.24 Erosion Control; 14.25 Stormwater Control; 16.04.160 Water Supply and Fire Hydrants; 16.04.150 Fire Apparatus Access; 16.04.170 through 16.04.210 Fire Protection Systems; 16.04.010 Premises Identification; 20.210 Decision Making Procedures; 20.250 Development Agreements; 20.260 Planned Developments; 20.320 Subdivisions; 20.915 Impact Fees; 20.770 Tree Conservation; 20.420 Higher Density Residential Districts; 20.691 112th Avenue Corridor Plan District; 20.925 Landscaping and Open Storage; 20.927 Narrow Lot Developments; 20.945 Parking and Loading; 20.970 Solid Waste Disposal and Recycling and 20.790 State Environmental Policy Act Regulations.

Comprehensive Plan

Public Works Publications

General Requirements & Details for Water Main Construction
General Requirements & Details for Sewer Main Construction

Other

RCW 58.17
Manual on Uniform Traffic Control Devices

ANALYSIS

Major Issues

Staff reviewed the proposal for compliance with applicable regulations, code criteria and standards in order to determine whether all potential impacts will be mitigated by the requirements of the code. Staff's recommendation reflects review of agency and public comments received during the comment period and knowledge gained from a site visit.

Only the major issues, errors in the development proposal and/or justification for any conditions of approval are discussed below. Staff finds that all other aspects of this proposed development comply with the applicable code requirements and require no discussion in this report.

Building code review is not performed during pre-application or site plan review. Filing of building permit application with required fees and review materials is required for a building code review.

AGENCY COMMENTS

Agency and public comments are listed below. The proposed project has been reviewed and recommendations made in light of these comments.

Clark County Public Health

CCHP issued a Development Review Evaluation for the project dated Feb. 28, 2019 (Exhibit 7).

Finding: Per the review evaluation by Public Health, public sewer is proposed and no on-site sewage system (OSS) was indicated on the application or was observed in the field or in CCPH record.

On-site sewage system components may exist at the site. Any OSS tanks or drywells discovered during development must be properly abandoned per CCC 24.17.210.

The proposed development must be served by public sewer. A copy of the final acceptance letter (or equivalent) from the purveyor shall be submitted with the Mylar (final plat).

Public water is proposed and required for this project. No existing water well is indicated on the application and no existing water well was observed in the field or identified in CCPH record. However, a standpipe extending two to three feet below grade was observed in the northwest quarter of parcel 162742034 and does not appear to be a water well.

Water wells may exist at the site. Any well discovered during development must be legally decommissioned by a licensed well driller per WAC 173-160-381. Decommissioned wells must be shown on the final plat.

The proposed development must be served by public water. A copy of the final acceptance letter (or equivalent) from the purveyor shall be submitted with the Mylar (final plat).

Conclusion: The proposal will comply with Public Health requirements as conditioned.

Department of Ecology

A letter was received from the Department of Ecology dated Aug. 23, 2019 (Exhibit 8). The email contains standards for solid waste management and water quality. **The applicant shall comply with these requirements during construction.**

Southwest Clean Air Agency

A letter was received from Southwest Clean Air Agency dated Aug. 22, 2019 (Exhibit 9). The letter contains standards for construction dust. **The applicant shall comply with these requirements during construction.**

FINDINGS

Land Use

20.210 Decision Making Procedures

Finding: Per VMC 20.210-1 Planned Developments require a Type IV process and recommendation by the hearing examiner to the City Council for final approval. Per Table 20.210-1, preliminary subdivision (10 lots or more) require a Type III process and preliminary approval by the hearing examiner.

Per VMC 20.210.020.D, when more than one application is submitted for a given development and those applications are subject to different types of procedure, then all of the applications are subject to the highest type of procedure that applies to any of the applications.

Conclusion: The proposal was reviewed as a Type IV application which is the highest type of procedure. The proposal complies with the decision making procedures of VMC 20.210.

20.250 Development Agreements

Finding: The site is within an area covered by a development agreement (M-4251) as part of a comprehensive plan and zone change that was completed in 2018. The DA contains the following conditions for future development review:

- a. A comprehensive parking study that examines public safety and mobility implications based on reasonable assumptions of residents or visitors use of garages, driveways, alleys or streets for parking. Based on the results of the parking study, the City may require the developer to provide additional parking spaces above current parking standards.
- b. Compliance with applicable fire access requirements, including implications for any homes proposed for alley access only.
- c. Compliance with transportation standards, including a traffic analysis demonstrating consistency with intersection performance and capacity standards, and revisions to the proposed street network if necessary to meet those standards.
- d. Provisions to ensure home frontages are as envisioned in the applicant's concept plan and supporting materials submitted, particularly on 28th Street and the associated planter strip, plantings, and detached sidewalk.
- e. Provisions to ensure compliance with applicable 112th Corridor Subarea Plan Design Guidelines, such as F.2 limitations on fence height to 36 inches as applied particularly to 28th Street, and internal pedestrian connections.
- f. Options to facilitate variety and/or openings in any proposed extended and unbroken rows of housing, along 28th Street and within the development.
- g. If multi-family densities are proposed to be achieved through single-family structures, design provisions shall be incorporated to achieve subarea plan building design guidelines overall intent of reducing scale and adding visual interest, particularly on 28th Street. Homes in the development should be comparable in terms of articulation and design quality to Four Seasons North Illustrative Concept materials submitted July 25, 2018.
- h. Provisions to facilitate tree retention consistent with the 112th Corridor Subarea Plan.
- i. A requirement to record against the properties covenants, conditions and restrictions that will impose a design review process to ensure all landscaping and building on the proposed development complies with design restrictions and maintenance requirements set forth in the final land use decision approving development of the subject property and that will require future property owners to maintain all private common open areas through a Homeowners Association.
- j. A requirement to ensure pedestrian access is provided from NE 25th Avenue envisioned in the southeastern portion of the rezone site to the NE Angelo Drive roundabout.

Applicant Response: The Four Seasons North PUD Subdivision development proposal meets the above conditions by providing street parking and parking in several private tracts for residents or visitors, has complied with fire access requirements, is consistent with intersection performance and capacity standards, home frontages are shown on the concept plan, complies with applicable 112th Corridor Subarea Plan Design Guidelines, homes will vary, and trees are being retained

on-site, a home-owners association will ensure that landscaping and buildings will be maintained. A pedestrian access has been provided from NE 25th Street to the NE Angelo Drive roundabout with the Four Seasons Terrace Subdivision (under separate application from this PUD (PRJ-161378/PIR-71984)).

Conclusion: The proposal is consistent with the development agreement.

20.260 Planned Developments

Finding: Per VMC 20.260.030(1) Planned Developments, 25 acres or less require a Type IV process and a recommendation by the hearing examiner to the City Council for final approval.

20.260.010 Purpose

A. Flexibility. Provide a means for creating planned environments in any base zoning district through the application of flexible standards, i.e., zero-lot lines, narrower streets, and other innovative planning practices that will result well-designed, efficient and functional urban environments.

B. Efficiency. Facilitate the efficient use of land.

C. Economic feasibility. Increase economic feasibility by fostering the efficient arrangement of land use, buildings, circulation systems, open space and utilities.

D. Resource preservation. Preserve to the greatest extent possible the existing landscape features and amenities through the use of a planning procedure that can tailor the type and design of a development to a particular site.

Applicant Response: This proposal seeks to create a cohesive planned community for families that desire to live close to the Four Seasons activity center in the heart of east Vancouver. The community is planned to have two level attached and detached housing, two-car garages, well designed and finished homes with on-site open space amenities and convenient proximity to groceries, retail opportunities and health care services. The homes may be purchased by any buyer, but the Applicant believes that the homes will be particularly attractive to first time home buyers that want to live close to urban services and amenities.

Finding: The applicant is proposing a planned development to accommodate specific design elements. The design requires the applicant to request the following adjustments through the planned development to applicable codes requirements: maximum lot coverage up to 75 percent and a reduction of the R-22 minimum lot size to 1,451 square feet from the standard 1,500 square feet required for three lots (Lots 93, 96 and 97).

Additionally, the applicant is requesting to utilize adjustments to the development standards found in VMC 20.910 Exceptions & Interpretations and VMC 20.927 Narrow Lot adjustments. These adjustments include: zero lot line development and reduced setbacks for covered porches.

As the applicant describes, the reason for this request is to create a cohesive planned community for families that desire to live close to the Four Seasons activity center. The proposal meets the goals and policies of providing new housing, flexibility and efficiency for a growing diverse population as listed in the Vancouver Comprehensive Plan 2011-2030 and the 112th Corridor Subarea Plan which are both applicable to this development.

20.260.020 Applicability

A. Applicable in all zones.

The planned development is a development vehicle that may be used in all base zoning districts except in the Park, Greenway and Natural Area districts.

Applicant Response: The planned development is a development vehicle that may be used in all base zoning districts except in the Park, Greenway and Natural Area districts. The applicant is proposing a planned development on land with zoned R-22; planned developments are allowed in this zone. This proposal still includes higher than average open space, smaller lots with smaller family homes and proposed amenities that will appeal to a range of buyers. Front porches and alley-load garages will aid in creating and maintaining community as owners take possession of homes and get to know their neighbors.

Finding: The base zone of the parcels is R-22, a planned development is allowed.

B. Permitted Uses.

Applicant Response: The applicability provisions at 20.260.020.B.1.a.(1) and (2) indicate single-family detached residential units and two or more single-family attached residential units are allowed by right within planned developments in the R-22 zone. This section also indicates a 5% density bonus is allowed per the provision of 20.260.060 (D).

Planned developments are allowed on the subject site. Thirty-two attached single-family residential units and 82 detached single-family units are proposed. Associated with the planned development, an adjustment is requested to the maximum lot coverage standards allowed in R-22 zone. An adjustment is also requested for a reduction in the minimum lot size.

Because the site is proposed for narrow lots and more than 50% of the lots will be provided alley access (discussed in more detail below), the base zone lot coverage is 65% on the R-22 portion of the site pursuant to VMC 20.927.050. This Planned Development proposal requests an adjustment to 75% lot coverage. The purpose of the lot coverage request is to accommodate single family homes with two-car garages that are large enough to house a family. This development will consist of relatively large homes on smaller lots. The homes will include two-car garages and well-design living space for a family. While the outside area on each lot is minimal with 75% lot coverage, the property is that is available will be located around the front porches and creating a welcoming environment. There is also emphasis on having green/open space throughout the development, including a hybrid street through the center of the project that, when combined with the private areas on the fronting homes, will be an amenity the entire community can enjoy.

Finding: Staff concurs with the applicant. The subject site is currently zoned R-22 Higher Density Residential. The applicant is proposing 32 attached single-family attached units and 82 single-family detached units. In the R-22 residential district, single-family detached and single-family attached (two or more) are permitted by right within planned developments per VMC 20.260.020(B)(1)(a) & VMC 20.260.020(B)(2)(a).

During the review process, the applicant removed the hybrid street through the center of the development. Current plans show a central green through the center of the development similar to the concept plan presented to City Council and Planning Commission during the comprehensive plan amendment and zone change.

C. More than one base zone.

More than one base zone. When a site contains land that is in more than one zoning district, the allowed and conditional uses at the required minimum and maximum densities, if applicable, shall be proportionate to the land within the development site devoted to each zoning district. The zoning may

be shifted around the site provided that the same proportion acreage of each zoning district is retained. The concept and detailed plans shall explicitly illustrate such physical re-configuration of the site and shall be used as the basis for all subsequent land use reviews.

Finding: The entire site is zoned R-22 and does not contain more than one base zone.

20.260.030 Approval Process

A. Elements of approval process. The two elements of the planned development approval process

1. Approval of the planned development concept development plan which contains a substantial level of detail for the whole project; and
2. Approval of the detailed site plan(s) to be constructed in one or more phases that provide all of the additional detail not contained in the concept plan.

Finding: The applicant has submitted a concept development plan and a detailed development plan as part of their planned development application. In addition, the applicant is requesting approval of a subdivision. Per VMC 20.260.030(C), filing multiple applications is permitted and shall be reviewed by the procedure type of the highest level. The review for a new planned development concept plan requires a Type IV procedure which is the highest level in this application. Staff finds the proposed concurrent reviews adhere to VMC 20.260.030(C).

B. Decision-making process.

1. *Initial approval.* A new planned development concept plan shall be processed by means of a Type IV review, per 20.210 VMC, using approval criteria contained in 20.260.050 VMC. The Planning Commission shall be the initial review authority for planned developments greater than 25 acres in size and the Hearings Examiner shall be the initial review authority for planned development 25 acres or less in size. The initial reviewer shall issue a recommendation to the City Council. The City Council shall be the final authority for planned developments.

Finding: As previously mentioned, a new development concept plan shall be processed by means of a Type IV review. Planned developments less than 25 acres in size shall be initially reviewed by the hearing examiner then subsequently the city council for final authority. The public hearing is scheduled for Oct. 15, 2019, and a first City Council reading is scheduled for Nov. 25, 2019, with a Dec. 2, 2019, public hearing.

C. Concurrent reviews. An applicant may file two or more related requests concurrently. These concurrent reviews will be reviewed by the procedure type of the higher/highest level, that is, if one review is subject to a Type III process and the other a Type II process, both will be subject to a Type III review process.

Applicant Response: As indicated above, the requested action is approval of a concept development plan, detail site plan and subdivision approval concurrently. The proposal includes a planned development which requires a Type IV review process. Therefore, the entire application is subject to the Type IV review standards.

Finding: As previously mentioned, staff finds the proposed concurrent reviews adheres to VMC 20.260.030(C).

D. Adjustments. Adjustments to numerical development standards in the underlying zoning district shall meet the criteria contained in Section 20.260.050(B) VMC below in lieu of requirements for variances contained in Chapter 20.290 VMC. The exception to this is a request to exceed the maximum height permitted in the underlying zone, which will require a concurrent variance request per 20.290 VMC.

Finding: The applicant is requesting three adjustments (lot coverage, lot size and setback to alley) under the planned development provisions. The requested adjustments meet the adjustment approval criteria of 20.260.050.B 1-3 and are consistent with the vision of the 112th Corridor Subarea Plan. The plan identifies goals for a diversity of housing types in more urban areas for a growing demographically diverse population. See 20.260.050.B below.

20.260.050 Approval Criteria

A. Concept development plan approval criteria. To receive approval for a planned development, the applicant shall demonstrate compliance with all of the following criteria:

1. Content. The concept plan contains all of the components required in Section 20.260.070. The proposed development and uses comply with all applicable standards of the Title, except where adjustments are being approved as part of the concept plan application, pursuant to Section 20.260.030 (D)(2).

Applicant Response: *Content.* The concept plan contains all of the components required in Section 20.260.070. Compliance with all applicable standards. The proposed development and uses comply with all applicable standards of the Title, except where adjustments are being approved as part of the concept plan application, pursuant to Section 20.260.030 (D)(2).

The application includes a vicinity map. Surrounding land uses include retail commercial to the west, multifamily residential to the south, senior living, a public park and public school to the east. North of NE 28th Street is a single family detached neighborhood.

Finding: The applicant submitted a Concept Development Plan with the application. Elements of this plan were reviewed against VMC 20.260.070. Further analysis of this plan will be addressed throughout this report.

2. Architectural and site design. The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally-friendly architectural and site design.

Applicant Response: The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally-friendly architectural and site design. The proposed development is 100% alley loaded and will offer several different small-lot building types. The project incorporates a modified green street, good pedestrian permeability and open spaces.

Finding: The proposed development includes alley access, a central green and various plazas and trails throughout the site in compliance with the 112th Avenue Corridor Plan and the development agreement. **Future homes along NE 28th Street shall be substantially similar to the concept renderings submitted June 20, 2019.**

3. Transportation system capacity. There is either sufficient capacity in the transportation system to safely support the development proposed in all future phases or there will be adequate capacity by the time each phase of development is completed.

Applicant Response: Please see the traffic study.

Finding: A traffic impact analysis dated March 29, 2019, was submitted to the City of Vancouver Transportation Department for review. Comments on the traffic study are listed later in this report addressing this requirement.

4. Availability of public services. There is either sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal, to adequately serve the development proposed in all future phases, or there will be adequate capacity available by the time each phase of development is completed.

Applicant Response: There is either sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal, to adequately serve the development proposed in all future phases, or there will be adequate capacity available by the time each phase of development is completed. As noted in the pre application report, public services are available.

Finding: The proposal has been reviewed by Vancouver Public Works for public service availability. Their comments are listed later in this report addressing this requirement.

5. Protection of designated resources. Protection of designated resources. City-designated resources such as historic landmarks, significant trees and sensitive natural resources are protected in compliance with the standards in this and other Titles of the VMC.

Applicant Response: City-designated resources such as historic landmarks, significant trees and sensitive natural resources are protected in compliance with the standards in this and other Titles of the VMC. This project will be designed and implemented consistent with the City's 112th Subarea Plan.

Finding: There were no mapped critical areas located on the subject site. However, per VMC 20.710.020(B)(2), an archaeological predetermination is required. Additional information on this report is addressed later in this report under 20.710 Archaeological Resource Protection.

6. Compatibility with adjacent uses. The concept plan contains design, landscaping, parking/traffic management and multi-modal transportation elements that limit conflicts between the planned development and adjacent uses. If zoning districts are shifted per Section 20.260.020(C) VMC, there shall be a demonstration that the reconfiguration of uses is compatible with surrounding uses by means of appropriate setbacks, design features or other techniques.

Applicant Response: The concept plan contains design, landscaping, parking/traffic management and multi-modal transportation elements that limit conflicts between the planned development and adjacent uses. If zoning districts are shifted per Section 20.260.020(C) VMC, there shall be a demonstration that the reconfiguration of uses is compatible with surrounding uses by means of appropriate setbacks, design features or other techniques.

The proposed higher-density single family use is entirely consistent with surrounding land uses.

Finding: The subject site is surrounded by single-family detached uses to the north, across NE 28th Street, a senior living facility and elementary school to the east, multi-family to the south, across

NE Angelo Drive and commercial uses to the west. Based on the surrounding uses, zoning and comprehensive plan designation, the proposed development is compatible with the adjacent uses.

7. Mitigation of off-site impacts. All potential off-site impacts including litter, noise, shading, glare and traffic, will be identified and mitigated to the extent practicable.

Applicant Response: All potential off-site impacts including litter, noise, shading, glare and traffic, will be identified and mitigated to the extent practicable.

These will be established and addressed through the development review process.

Finding: The development will be subject to applicable building codes, routine site inspections during construction and VMC 8.20 Nuisances.

B. Adjustment approval criteria. Adjustments to numerical development standards may be processed as part of the request for concept if the applicant can demonstrate compliance with all of the following approval criteria:

1. The adjustment(s) is warranted given site conditions and/or characteristics of the design.
2. The benefits accruing from the implementation of the adjustment outweigh any potential adverse impacts.
3. Any impacts resulting from the adjustment are mitigated to the extent practical.

The applicant is requesting the following adjustments to the PD standards:

Lot Coverage Adjustment

Applicant Response: The requested adjustment would increase lot coverage from the base zone amount to 75% to provide for sufficient ground-floor building homes large enough for families, two-car garages and front porches. A portion of the increased lot coverage will be allocated to inclusion of front porches which are allowed under City code in the front yard setback area where homes are alley loaded.

The site design is based on meeting the minimum allowable density (104 units) on smaller lots and targeting the underserved market segment for relatively affordable entry-level homes for entry level buyers and/or homes for downsizing baby boomers. Generally, proposed lot sizes range from 1451 square feet for some of the proposed attached homes to around 1750 square feet for the single family detached portion of the project, although three of the proposed lots are smaller than the 1,500 square foot minimum (going to 1451 sq ft on the smallest, see lot size adjustment below). Conditioned living space for a three-bedroom home will typically be about 1550-2260 square feet (average of around 1800) and a two-car garage (necessary, we believe, due to the location of the property) will be approximately 460 square feet. If we construct a 1,700 square foot home with a 400 square foot garage, we'll need a total of 2,100 square feet of building space. One-half of that is 1050 square feet. Add a 250 square foot front porch and there will be a ground-floor footprint of 1,300 square feet. 1,300 is just under 75% of the proposed lot size of 1,750 square feet for most of the detached homes.

75% lot coverage will allow for around 2000 square feet buildings (total living space), including garages, which allows for a reasonable family home design. Including front porches on the alley

load lots is an additional community amenity that the Applicant believes will help to create character and livability and the front porches will count against allowable lot coverage.

Because the Applicant is seeking to both meet minimum density and provide housing in an underserved market segment, the adjustment is warranted to accommodate the proposed community design. No impacts are anticipated to surrounding property because the project is buffered by roads and higher density/intensity uses on all sides.

The use of maximum lot coverage percentages in the zoning code is interesting in light of minimum and maximum lot dimensions, densities and setbacks. It is an issue that is not addressed in the City's narrow lot code but probably should be. More affordable housing for both those entering the housing market for the first time and for those families downsizing from larger homes is lacking in Vancouver. In this case, higher lot coverage will allow for a lower price point in exchange for smaller individual yards.

Through the Planned Development ordinance, we are proposing to build homes with smaller yards but more community open space and off-site guest parking. The proposed development includes 10% open space on several private tracts and pedestrian connections that provides access to and through the site to nearby retail opportunities, the elementary school and public park. The project also proposes guest parking in several private tract areas and significant opportunities for on-street parking in front of homes because of the alley-load design. Overall, there will be 467 parking spaces for the 114 units, including the combined 108 on-street and guest parking spaces; a ratio of .95 guest spaces for each of the proposed 114 dwelling units. Only 152 parking spaces are required by city code. This project has far exceeded that.

As noted above, the community design includes significant open space and parking and will meet all setback requirements under the code. The goal of increasing lot coverage is to build entry-level homes for families, and to do so on smaller, more urban lots. In this context, the impact of smaller yards is mitigated by including more community space and parking. The benefit is a housing product in very short supply in the City of Vancouver.

Minimum Lot Size Adjustment

Applicant Response: As noted above, three of proposed lots are also just under the minimum lot size of 1,500 square feet. The requested adjustment would decrease the minimum lot size from 1,500 sf to 1,451 sf for those three lots. Those three lots are all internal units on the four-plexes proposed on the north side of the project on the 28th Street frontage. As interior lots on a 4-plex the adjustment will not be noticeable and will have no adverse effect on any surrounding property.

Maneuvering space for driveways and alleys Adjustment

Applicant Response: Driveway depths are proposed at 18 feet off of the alleys. Table 20.420—5-, note #4 explains there must be a minimum of 20 feet of maneuvering space from entrance edge of garage/carport to approved edge of alley. Because the alleys have been widened from 16 feet to 20 feet for emergency vehicle requirements, this standard cannot be met. There is still 38 feet of maneuvering area for cars to turn across the alley and into their garages. The proposed 18 foot deep driveways and 20 foot wide alleys will provide the same maneuvering areas as the narrow lot 16 foot wide alley and 20 foot deep driveways. All three of the approval criteria have been satisfied for this requested adjustment.

Finding: The applicant is requesting three adjustments under the planned development provisions. The first is an increase in maximum allowable lot coverage from 65 percent (R-22 narrow lot VMC 20.927.050(B)) to 75 percent.

The second adjustment is a reduction in minimum allowable lot sizes in the R-22 zoning designation from 1,500 square feet to 1,451 square feet for three lots (93, 96 and 97).

The third is to decrease the distance between the entrances of garages/carports to approved edge of alley from 20 to 18 feet.

The proposal and requested adjustments meet the adjustment approval criteria of 20.260.050.B 1-3 and are consistent with the vision of the 112th Corridor Subarea Plan. The plan identifies goals for a diversity of housing types in more urban areas for a growing demographically diverse population.

C. Conditions of approval. The review authority shall impose any conditions of approval necessary to mitigate potentially adverse impacts on surrounding properties to the greatest extent practicable.

Finding: Staff recommends conditions of approval that are listed at the end of this report.

D. Detailed site plan approval criteria. During the site plan review process, the planning official shall approve the detailed development plan for one or more phases of the development upon finding that the final plan conforms to the approved conceptual development plan, including all conditions of approval, unless the modification of the concept plan is sought concurrently as described in 20.260.030 (C)(6) VMC.

Finding: The applicant is not proposing phasing for this project.

20.260.060 Development Standards

A. Minimum development size. There shall be no minimum site size for any type of planned development.

Finding: The applicant is proposing a planned development for a tract of land 8.77 acres in size.

B. Applicability of base zone development standards. The provisions of the base zone are applicable as follows. When the zoning districts within the planned development have been shifted as permitted in Section 20.260.020 (C) VMC, the applicable development standards for the underlying zones shall shift accordingly.

1. *Lot dimensional standards:* The minimum lot depth and lot width standards shall not apply.

Finding: Though not required, the applicant is proposing adherence to the Narrow Lot Development standards VMC 20.927 for this development.

2. *Lot coverage:* The site coverage provisions of the base zone shall apply.

Finding: The R-22 base zoning allows for 50 percent lot coverage. Through the narrow lot incentives for providing alleys (VMC 20.927.050(B)), maximum lot coverage can be increased to 65 percent for higher density residential. As previously mentioned, the applicant is requesting the following adjustment through the Planned Development to a maximum lot coverage of 75 percent.

3. Setbacks:

- a. *Front and rear yard setbacks for structures at the perimeter of the project shall be the same as required by the base zone except when an adjustment is approved, per Section 20.260.030(D).*

Finding: The applicant is proposing to utilize incentive based adjustments to the setback requirements as listed in VMC 20.927.050 Narrow Lot Developments and VMC 20.910.050 Zero Lot Line Development. More specifically the incentives sought are for porch allowance of a six-foot encroachment into the front yard setback (20.927.050(F)(3)), zero lot lines (20.910.050), and an 18-foot rear yard setback from the edge of alleys (20.927.050(F)(2)). All other setback requirements will adhere to the development standards of the underlying zoning and planned development standards.

- b. *The side yard setback provisions shall not apply except that all detached structures shall meet the City's adopted building code requirements for type of construction.*

Finding: The proposal meets side yard setback provisions per the adopted building code. The street side yard setback for parcels 31, 32, 66 and 67 are proposed to be five feet.

- c. *Front yard and rear yard setback requirements in the base zone setback shall not apply to structures on the interior of the project except that any garage facing a street shall be set back a minimum of 18 feet from the front or side street property line.*

Finding: The applicant is permitted to utilize the narrow lot development setback requirements as listed in VMC 20.927.

- d. *All buildings will meet the front and rear yard setback standards as modified pursuant to this Chapter, except for maximum height for which a variance shall be sought, as governed by Chapter 20.290 VMC.*

Finding: The applicant is not proposing any adjustments to the height requirements of the base zone; therefore, no variance is required for the requested adjustments.

The minimum lot area standard in the R-22 zone is 1,500 square feet. The applicant requests an adjustment under the planned development process for three lots to be below 1,500 square feet. Proposed lots 93, 96 and 97 will be below 1,500 square feet, down to 1,451 square feet.

The incentive for using alleys allows for greater lot coverage above what is permitted in the base zoning (VMC 20.927.050). Additionally, the subject site is located within the 112th Corridor Subarea Plan Design Guidelines. As part of the concept of the plan, there is an emphasis on a mixture of housing types that accommodate demographic diversity (B 112th Corridor Concept pg. 6) and the encouragement of street-oriented developments (C Site Planning & Amenities [C.1 Building Location & Orientation] pg. 8). The request meets the design concept, intent and vision of the 112th Corridor Subarea Plan. Buildings adjacent to the proposed alleys are oriented towards the street and lot design is proposed to attract a specific demographic.

C. Common open space. In exchange for the approval of higher residential densities, smaller lots and relaxed development standards, the developer of a planned development is required to provide common open space for the active and passive recreational activities of residents,

employees and visitors. Such space will be aggregated wherever feasible and shall consist of a combination of landscaped and paved (hard-scraped) areas. Such common open space shall include some combination of the following: plazas, arbors, sitting areas, picnic areas, playing fields and trails to accommodate a variety of active and passive activities and promote visual interest.

- In planned developments, the following requirements shall apply.
 - a. At least 10 percent of the gross area of the site must be devoted to such open space. Such space must be fully accessible to the residents, employees, visitors and/or other users of the site. Reduction of this standard in PDs of two acres or more is prohibited. A reduction of this standard in PDs of less than two acres is subject to an adjustment per Section 20.260.030(D) VMC using approval criteria in Section 20.260.050(B) VMC.

Finding: The applicant is proposing multiple open space tracts and plazas, including the central open space running north/south, that will be accessible to the residents of the proposed development. The applicant has dedicated a total land area of 44,047 square feet for the open space on an 8.77 acre project area. This totals 11.53 percent of the gross area devoted to open space meeting the requirement of this section.

- b. Fenced yards associated with buildings immediately adjacent to designated open space and landscaping in parking lots shall not count toward the total requirement.

Finding: No fenced yards or landscaping associated with parking lots are counted toward the open space requirement.

- c. Environmentally-constrained land within the planned development, including wetlands, geologically hazardous areas, sensitive wildlife habitats, pursuant to Section 20.740 VMC or native vegetation and healthy soil preservation pursuant to 20.770 VMC or stormwater facilities pursuant to Chapter 14.25 VMC; may be used to meet up to 50 percent of the total requirement specified in Subsection (a) above, provided that these areas are not fenced and are either accessible to pedestrians to the extent practical or are visually accessible from adjacent and adjoining common open space.

Finding: Based on information taken from county data, there are no mapped areas that contain environmental constraints within the subject site as listed in VMC 20.740 Critical Areas or 20.770 Tree, Vegetation, and Soil conservation. The applicant has not elected to use a portion of the stormwater facilities toward the open space requirement.

- The common open space designated to meet this requirement shall be permanently maintained by and conveyed to one of the following:
 - a. A homeowners' or property owners' association as regulated by State law.
 - b. A public agency that agrees to maintain the common open space and any buildings, structures or improvements placed within it.

Finding: A condition of approval has been added requiring the following note to be placed on the final plat, "**Home Owner Association is responsible for maintenance of all open space tracts listed on this plat.**"

- The applicant may not seek a variance or adjustment to reduce the minimum open space requirement specified in Subsection (2)(a) above.

Finding: The applicant did not request application variance or adjustment to the minimum open space requirement.

20.320 Subdivisions

Finding: Per VMC 20.320.040, to receive approval of a preliminary plat, the applicant must demonstrate compliance with the following criteria.

Public facilities provision

Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for transportation, water, storm drainage, erosion control and sanitary sewage disposal methods that are consistent with the city's current ordinances, standards and plans.

Finding: As discussed and conditioned in the following sections of this report, adequate provisions have been made for transportation, water, storm drainage, erosion control and sanitary sewage disposal.

Proposed improvements

Appropriate provisions have been made for proposed streets, alleys and public ways, utilities and other improvements that are consistent with the city's current ordinances, standards and plans, and Public Health and/or Washington State Department of Transportation standards and plans, where applicable.

Finding: The proposed land division will extend a private street from NE Angelo Drive to the south and connect to the existing private road to the east in two places. The private streets are required to meet city standards. The future residences will be required to connect to the city's water and sanitary sewer systems. The applicant's proposal, as discussed in the engineering section of this report, will meet the above-noted requirements as conditioned. Public Health requirements are noted in this report and made a condition of approval.

Open space and dedications

Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for open space, parks, schools, dedications, easements and reservations.

Finding: Provisions for the acquisition and maintenance of open space, parks and schools will be provided with the payment of school and park impact fees, paid upon the issuance building permits. Any required dedications, easements or reservations are required to be shown on the final plat.

Physical characteristics

The design of the proposed short subdivision or subdivision-site has taken into consideration the physical features of the site, including but not limited to topography, soil conditions, susceptibility to flooding, inundation or swamp conditions, steep slopes or unique natural features such as wildlife habitat or wetlands.

Finding: The physical characteristics of the site have been considered in the design of the subdivision as documented in this report.

Re-platting of existing subdivisions

When re-platting an existing subdivision, the short subdivision or subdivision shall comply with all the terms and conditions of the existing subdivision's conditions of approval.

Finding: No subdivision terms or conditions are known that impact the proposal.

Compliance with all requirements of this title

The proposed short subdivision or subdivision complies with all applicable requirements of this title unless modified through the approval.

Finding: The applicable requirements of Title 20 are addressed in this report and have been met or will be met with conditions of approval.

Compliance with state requirements

That the proposed short subdivision or subdivision complies with the requirements of RCW 58.17.110.

Finding: The Comprehensive Plan identifies goals and policies that are implemented through the city's Land Use and Development Code. They guide development in the City of Vancouver for the benefit of the public health, safety and general welfare. The proposed plat complies with these requirements by providing new housing units at the density anticipated by the zoning code, by providing the necessary infrastructure to serve the development, the payment of impact fees for schools, parks, and transportation, and by demonstrating that applicable laws can be complied with as conditioned; therefore, the public interest should be served by the proposed plat.

The proposed plat will assist in the expansion of the city's housing supply; it will facilitate development in an area that is largely developed and has urban services; it will implement city goals promoting development while limiting urban sprawl.

The Evergreen School District received notification of the proposed development to assist in the forecasting growth within each school. Any additional bus stop locations will be determined by the school district. A letter from Evergreen School District regarding capacity is included as Exhibit 10.

This project complies with RCW 58.17.110.

Narrow Lot Additional Criteria

Land divisions which contain one or more residential lots having a width of less than 40 feet shall meet additional criteria of VMC 20.927.030 A, B and C.

Finding: The proposed development includes lots less than 40 feet in width, the criteria of VMC 20.927.030 A, B and C are addressed in this report.

Street improvement standards

All proposed streets and street improvements shall comply with the provisions of Title 11 and approved transportation standards details on file with the Transportation Department.

Finding: As stated in the Transportation section of this report, street improvements will comply with the provisions of Title 11, subject to the conditions of approval.

Blocks

The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, and control; safety of motor vehicular, bicycle and pedestrian traffic; and recognition of limitations and opportunities of topography.

Sizes of blocks

Blocks shall not exceed 1,300 feet in length between street lines, except blocks adjacent to arterial streets or unless a previous adjacent layout or topographical conditions justify variation. The recommended minimum distance between intersections of arterial streets is 1,800 feet. Minimum length of a block shall not be less than 180 feet.

Finding: The proposed block complies with the above standards.

Easements for utility lines

Easements for sewers, drainage, water lines, electric lines or other public use utilities shall be provided. The size and location of the easement shall be reviewed and approved by the appropriate utility provider.

Finding: All water, storm and sanitary sewer lines constructed within the public right of way do not require easements. However, if these lines, hydrants, water meters or other utilities are constructed outside the public right of way, dedication or easements will be required prior to final plat approval.

Watercourses

If a subdivision is traversed by a watercourse such as a drainage way, channel or stream, there shall be provided a stormwater easement for the width of the watercourse plus 15 feet on each side of the watercourse. Streets or parkways parallel to a major watercourse may be required.

Finding: No watercourse traverses the property.

Pedestrian/bicycle ways in and through residential subdivisions

In blocks over 800 feet in length, a pedestrian/bicycle way with a minimum width of 16 feet shall be required through the middle of the block when required by the transportation manager for public convenience and safety; 12 feet of the 16-foot corridor shall be paved in a durable material. If unusual conditions require blocks longer than 1,200 feet in length, two pedestrian/bicycle ways shall be required. When required by the transportation manager for public convenience and safety, pedestrian ways shall be required to connect cul-de-sacs or to pass through unusually shaped lots.

Finding: No blocks are being created over 800 feet in length by this subdivision.

Flag lots

Flag lots may be permitted, provided that the minimum width of the flag stem is 15 feet for a single lot and 20 feet for a shared flag access, and it is in compliance with fire access standards contained in VMC 16.04.150. No more than four lots may be accessed from a single flag stem. A private maintenance agreement shall be recorded for driveways which serve more than one lot.

Finding: No flag lots are proposed.

Lot side lines

Side lines, as far as practical, shall run at right angles to the street on which the lot faces.

Finding: Side lot lines, as far as practical, run at right angles to the adjacent street.

Lot frontage. With the exception of flag lots, all lots shall abut on a public or private street with a minimum frontage of not less than 20 feet.

Finding: Each lot will have 20 feet or more of frontage.

Parks and playgrounds. The review authority shall see that appropriate provision is made for parks and playgrounds to serve the proposed subdivision.

Finding: Park impact fees assessed for the future residences are to be used for the acquisition of new parklands and improvements to existing parks.

Narrow lot land divisions. Land divisions which contain one or more residential lots having a width of less than 40 feet shall meet the development standards of VMC 20.927.040.

Finding: The proposed lots are less than 40 feet in width. The development standards of 20.927.040 are addressed within this report.

Existing trees. All subdivision developments shall comply with the tree and vegetation management provisions contained in Chapter 20.770 VMC Tree Conservation.

Finding: The proposal complies with the tree conservation ordinance, as noted in the tree conservation section of this report.

Conclusion: The proposal complies with the subdivision development standards as conditioned.

20.410.030-1 Higher-Density Residential Districts Use Table

Finding: Per Table 20.420.030-1, detached single-family dwellings are a permitted use in the R-22 zoning district provided the minimum required residential density is met, on an overall project basis.

Conclusion: The proposal complies with the use restrictions of the R-22 zone. Minimum and maximum densities are addressed within this report.

20.420.040 Minimum and Maximum Densities

Finding: The maximum density in the R-22 zone is 22 units per acre and the minimum density is 18.1 units per acre. The proposed 114-lot subdivision meets minimum and maximum allowed density.

Zone	Net Site Area	Minimum Units Allowed	Maximum Units Allowed
R-22	5.74 acres	104	126

20.410.050-1 Development Standards in Higher-density Residential Zones

Standard	R-22	Proposal
Minimum Lot Size	1,500 sf ¹	1,452 sf ^{1#}
Maximum Lot Coverage*	50%	75% [#]
Minimum Lot Width	20'	20'
Minimum Lot Depth	50'	70'
Minimum Setbacks		
Front yard*	10'	10'
Rear and through yards *	0' ² /5'	4'
Side yard*	0' ² /5'	0' ² /5'
Street side yard*	10'	5' ²
Garage/Carport from public/private street right of way or sidewalk easement*	18'	18'
Garage/Carport from alley*	5' ⁴	4' [#]
Maximum Height*	50'	35'
Minimum Landscaping Requirement* (percentage of total net area)	10%	10%

¹ Provided the required residential density is met on an overall project basis.

² See requirements for zero lot line developments pursuant to Section 20.910.050 VMC. *Planned Developments to not have side yard setback standards as long as the adopted building codes are met.*

³ This footnote has been deleted

⁴ There must be a minimum of 20' maneuvering space from entrance edge of garage/carport to approved edge of alley

*Verified for compliance during individual site building permit review

The applicant has proposed an adjustment through the planned development for this change.

Finding: The proposed lots comply with the above standards as adjusted by the planned development addressed within this report. Development standards for houses will be reviewed at the time of building permit application.

20.691 112th Avenue Corridor District

Finding: The site is located within the 112th Avenue Corridor Plan District. Per VMC 20.691.030.B, properties within the Plan District shall comply with their respective code requirements and development standards and meet the intent of the 112th Avenue Corridor Design Guidelines.

- All new development, streets, and street improvements shall meet the intent of the adopted 112th Avenue Corridor Design Guidelines.
- All new development shall meet the intent of the connecting streets, trails and open spaces illustrated on the Conceptual Site Plan within the 112th Avenue Corridor Design Guidelines.

The applicant has designed the site incorporating design guidelines of the 112th Corridor into the overall plan, including roadway location, open space and connections to NE 28th Avenue and Angelo Drive through the site in addition to east/west cross circulation and sidewalks providing a pedestrian system through the site.

20.710 Archaeological Resource Protection

Finding: This project is located within an area of high probability for the discovery of archaeological resources; therefore, a predetermination was submitted as part of the application. The city's consulting archaeologist reviewed the report and determined that an archaeological resource survey was not necessary. However, if any cultural or historical resources are discovered during construction activity, construction shall cease until a qualified archaeologist assesses the find. **Prior to final civil and plat approval, a note shall be added to the plans and plat stating: "In the event that archaeological deposits are encountered during construction, work shall be halted immediately and the City of Vancouver's Community and Economic Development Department and the Washington State Department of Archaeology and Historic Preservation shall be notified in order for the findings to be investigated and assessed by a professional archaeologist."**

Conclusion: The proposal complies with the Archaeological Resource Protection ordinance as conditioned.

20.770 Tree Conservation

Finding: Based on the net site area of 5.74 acres, a minimum of 172 trees units are required. The tree plan shows 192 tree units to be planted. This meets the minimum tree density requirement of 30 tree units per acre.

Prior to civil plan approval, increase diversity by reducing the number of dogwoods and planting other flowering trees such as 40 Galaxy magnolias. Increase diversity by reducing number of Green Arrow Cedars and plant 30 Incense Cedars. Per VMC: Replacement trees shall optimize tree diversity; include native species and at least 60 percent conifers; utilize insect and disease resistant trees.

Prior to civil approval, increase diversity by reducing maple numbers, increase Green Vase Zelkovas, incorporate European Hornbeams, and incorporate other species such as Sterling Lindens. Per VMC: Replacement trees shall optimize tree diversity; include native species and at least 60 percent conifers; utilize insect and disease resistant trees. Increase conifers such as Incense cedars along property lines.

Prior to civil approval, per VMC: Spacing of trees to be planted shall be such that it provides for the eventual mature size of the trees. Keep trees 10 feet from buildings so they have room to mature and no closer than 20 feet on center.

Separate out street trees as street trees do not count towards onsite tree density.

The following note shall be placed on the final plat, "Development within this subdivision is subject to an approved tree plan. Tree removal is subject to approval by the City of Vancouver. Street trees must be planted prior to occupancy per the approved plan".

20.790 SEPA

Finding: The applicant submitted an environmental checklist for review (Exhibit 5). Staff issued a Notice of Application and optional SEPA Determination of Nonsignificance (DNS) July 25, 2019. Comments were received from Ecology and Southwest Washington Clean Air Agency during the 30-day public comment period. A final Notice Determination of Nonsignificance (DNS) was issued Aug. 28, 2019 (Exhibit 6).

The SEPA appeal period ended Sept. 11, 2019. No appeals were received.

20.910.050 Zero Lot Line Developments

Finding: The proposed development includes zero lot lines. Zero lot lines buildings will be reviewed at the time of building permit submittal.

Additional Development Standards

20.915 Impact Fees

Finding: This project is subject to park, transportation and school impact fees. For a single-family residential subdivision, a per-lot impact fee shall be calculated at the time of preliminary plat approval, **noted on the face of the final plat**, and imposed on a per-lot basis at the time of individual building permit issuance.

Fee Type	Fee per new single-family dwelling
Park District C	\$2,142.00
Evergreen School District	\$6,100.00
Traffic Impact	
Pacific Subarea/I-205 Mill Plain overlay district	\$2,550.00 per single-family detached \$1,483.13 per single-family attached

20.925 Landscaping

Finding: Project does not meet street tree standards, street trees are required for all projects fronting on a public street or private street.

Prior to civil approval, street trees along NE 28th Street shall be planted in the planter strip of new streets and plant street trees along existing private roads.

20.927.030 Narrow Lot Development

Finding: All single-family lots in this subdivision are less than 40 feet in width which requires adherence to the narrow lot development chapter. The purpose of this chapter is to provide additional standards to eliminate conflicts between the design and location of driveways with utilities, street lights, fire hydrants, water meters etc.; provide adequate guest parking; and ensure adequate access for solid waste collection vehicles eliminating conflicts with frontage requirements.

20.927.040 Narrow Lot Development Standards

On and off-site improvements plan required.

Finding: The applicant has submitted a development plan showing that utilities, driveways, street trees, etc. have been located and designed to minimize conflicts with one another. The plan shows street widths, planter strips, sidewalks, light poles, fire hydrants and mail boxes. City water and sanitary sewer have reviewed placement of lines and meters to each narrow lot.

Standards for guest parking in common areas

Finding: Adequate guest parking shall be provided. At least one guest parking space for every three narrow lots in the development shall be provided. For the proposed 114 narrow lots, a minimum of 38 guest parking spaces are required. These spaces may be located on-street or in common parking areas. The proposed development includes 50 off-street guest parking spaces and 49 on-street guest parking spaces for a total of 99 guest parking spaces.

20.925 Landscaping

Finding: Ten percent of the net lot area of each single-family lot shall be landscaped. Compliance with this requirement will be verified at the time of building permit review for each of the single-family lots.

Street trees are required for all projects fronting on a public street, private street or private drive. The tree plan submitted shows street trees proposed along the street frontages. This requirement has been met as proposed.

Street trees along NE 28th Street shall be planted a minimum of three feet behind the curb and plant street trees along existing private roads.

20.945 Parking

Finding: Each new single-family residence will require one off-street parking space. The space must be a minimum 9 feet wide by 17 feet deep, paved and located outside the minimum setbacks. Each lot will be reviewed for compliance with this requirement at the time of building permit review.

As discussed in the narrow lot section of this report, 99 guest parking spaces have been provided in compliance with the narrow lot ordinance requirement for one guest parking space per three narrow lots. A minimum of one driveway or garage parking stall will be provided for each new lot.

20.970 Solid Waste Disposal and Recycling

Finding: Solid Waste collection vehicles will require clear access for weekly collection in the private alleys and along streets where residents' carts will be set out for collection. Be advised that reducing overall parking spaces in the development can lead to residents and guests parking or blocking areas where collection vehicles need to circulate. The applicant is encouraged to consider signage or striping to visually limit vehicle parking or blocking collection vehicle access.

11.70 Transportation – Concurrency

Finding: The applicant is proposing a Planned Development 114-lot subdivision. The project is located between NE 28th Street and NE Angelo Drive, at the southwest corner of the intersection of NE Four Seasons Lane and NE 28th Street. The site is currently vacant. Access to the lots will be by way of a system of private streets and alleys which ultimately connect to NE Angelo Drive and NE Four Seasons Lane.

The applicant submitted a Traffic Impact Analysis (TIA) dated March 14, 2019, and a subsequent addendum to the TIA, dated March 29, 2019, both from Kittelson & Associates. The TIA included trip generation, trip distribution, intersection level-of-service and queuing analysis, collision analysis, and access sight distance analysis. Trip generation rates in the documents were based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition, utilizing Land Use Codes 210 – Single-Family Detached Housing, and 230 – Residential Condo/Townhome.

Based on this information, the proposed project will generate 967 new Average Daily Trips (ADT), including 76 new a.m. peak hour trips and 99 new p.m. peak hour trips.

Per the results of the TIA, all the intersections analyzed were found to operate acceptably with full build-out of the proposed development under existing and future traffic conditions. Some of turn-lane queues at these intersections may exceed the existing striped storage lengths during peak hours, but no mitigation actions are necessary at this time. The submitted documentation fulfills the city's requirements for concurrency analysis.

Pursuant to VMC 11.70.090, NE 112th Avenue, NE 28th Street, and NE 18th Street are designated Category 1 Concurrency corridors, which stipulates that the corridors are operating at or above the city's adopted level of service standards. Pursuant to the TIA, the numbers of p.m. peak hour trips distributed to these corridors by the proposed development are not anticipated to cause the corridors to drop below the adopted level of service standard.

The proposed use is located within the #288 Transportation Analysis Zone. The proposed project contributes p.m. peak hour trips to the following Transportation Management Zones (TMZ):

Corridor Name	Corridor Limit	PM Peak Trips
Mill Plain Blvd.	I-205 to 136 th Ave.	2
Mill Plain Blvd.	136 th Ave. to 164 th Ave.	4
Fourth Plain Blvd	I-205 to 162 nd Ave.	8
112 th Avenue	Mill Plain Blvd. to 28 th Street	14
112 th Avenue	28 th Street to 51 st Street	39
164 th /162 nd Avenue	SE 1 st St. to Fourth Plain Blvd	4
Burton Road / 28 th St.	18 th Street to 112 th Ave.	20
Burton Road / 28 th St.	112 th Ave. to 138 th Ave.	74
Burton Road / 28 th St.	138 th Ave. to 162 nd Ave.	1
NE 18 th Street	112 th Avenue to 138 th Avenue	57
NE 18 th Street	138 th Avenue to 162 nd Avenue	8
136 th / 137 th Ave.	Mill Plain Blvd. to NE 28 th St.	8
136 th / 137 th Ave.	NE 28 th St. to Fourth Plain Blvd.	2
192 nd Avenue	SR-14 to NE 18 th Street	2

Based on the above table, **prior to the issuance of civil plan approval, the applicant shall pay concurrency modeling fees totaling \$1,500.00.** Pursuant to the applicant's information, the project will not distribute trips to any other Transportation Management Zones.

Transportation Impact Fees (TIF) are imposed per VMC 20.915. See the section of this staff report addressing VMC 20.915 for calculation of TIF.

Conclusion: The proposed development meets the requirements of VMC 11.70 as conditioned.

11.80 Transportation – Street & Development Standards

Finding: The applicant is proposing a Planned Development 114-lot subdivision. The project is located between NE 28th Street and NE Angelo Drive, at the southwest corner of the intersection of NE Four Seasons Lane and NE 28th Street. The site is currently vacant. Access to the lots will be

by way of a system of private streets and alleys which ultimately connect to NE Angelo Drive and NE Four Seasons Lane.

Northeast 28th Street is designated a four-lane minor arterial with center left-turn and bike lanes, which requires a minimum 50 feet half-width right of way and 35 feet paved street half-width per city standard plan T10-08. The existing road along the property frontage of NE 28th Street includes asphalt roadway, curb, gutter, substandard attached sidewalks, ADA ramps, street lighting, and storm drainage. **Prior to the issuance of final subdivision approval, the applicant shall provide the following for NE 28th Street:**

- **Dedicate additional right of way as necessary to meet the minimum required 50-foot half-width standard.**
- **Remove the existing sidewalk.**
- **Abandon and remove the two existing mid-block ADA ramps.**
- **Abandon and remove all existing driveway accesses.**
- **Install City of Vancouver standard detached sidewalks with minimum width of six-feet, and install a planting strip. If the detached sidewalk does not fit within the standard right of way width an appropriate pedestrian easement will be required.**
- **Upgrade the existing street lights to LED lenses per current city standards.**
- **Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.**

Northeast Angelo Drive is designated a neighborhood circulator which requires a minimum 27 feet half-width right of way and 18 feet paved street half-width per city standard plan T10-14. The existing road along the property frontage of NE Angelo Drive includes asphalt roadway, curb, gutter, meandering sidewalks, and ADA ramps. There are also Type D 'acorn-style' lights located in the existing street median. No additional right of way or pavement width is required for NE Angelo Drive. However, additional street lighting will be required. **Prior to the issuance of civil plan approval, the applicant shall coordinate with the Traffic Operations Division to establish placement locations for additional Type D 'acorn-style' lights (T21-04) along the frontage of NE Angelo Drive and show them on the civil plans. Prior to the issuance of final subdivision approval, the applicant shall provide the following for NE Angelo Drive:**

- **Install City of Vancouver standard major commercial-style driveway to serve the proposed private street.**
- **Install Type D 'acorn-style' street lighting as directed by Traffic.**
- **Upgrade the existing ADA ramp at the northwest corner of the existing private street intersection to meet current standards.**
- **Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.**

Northeast Four Seasons Lane is designated a three-lane collector arterial with bike lanes which requires a minimum 35 feet half-width right of way and 23 feet paved street half-width per city standard plan T10-12. The existing road along the property frontage of NE Four Seasons Lane includes asphalt roadway, curb, gutter, substandard attached sidewalks, ADA ramps, street lighting, and storm drainage. **Prior to the issuance of final subdivision approval, the applicant shall provide the following for NE Four Seasons Lane:**

- **Dedicate additional right of way as necessary to meet the minimum required 35-foot half-width standard.**

- Upgrade the existing ADA ramp at the northwest corner of the existing private street intersection to meet current standards.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

The applicant has submitted a technical road modification request from SGA Engineering & Design, requesting approval of a technical road modification to allow the existing substandard sidewalks along NE Four Seasons Lane to remain in place. The proposed technical road modification request has been reviewed and approved by the city. **Prior to final subdivision approval, the applicant shall comply with all conditions and requirements set forth in the road modification approval.**

All the interior roadways and alleys within the development, including NE 27th Way, NE 27th Place, NE 115th Place, and NE 117th Place, are private streets. Per the allowances and requirements of the PUD, the cross sections of these private streets vary greatly.

Prior to the issuance of final plat approval the applicant shall construct the portion of NE 27th Way between NE 115th Place and NE 117th Place as a private street with the following City of Vancouver standard improvements:

- 28-foot paved width to allow parallel parking on one side of the street.
- Curb, gutter, 5-foot detached sidewalk, street lighting, ADA ramps, and planting strip shall be installed on the same side of the street as the parallel parking.
- Curb, gutter, and driveway approaches shall be installed on the side of the street opposite from the parallel parking.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

Prior to the issuance of final plat approval the applicant shall construct the portion of NE 27th Way located on the east side of NE 117th Place as a private street with the following City of Vancouver standard improvements:

- 16-foot paved width (minimum).
- Flat curbs on both sides of the street per city standard plan T01-01A
- 2-foot center gutter pan
- Perpendicular parking on one side as necessary to meet minimum requirements.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

Prior to the issuance of final plat approval the applicant shall construct NE 115th Place as a private street with the following City of Vancouver standard improvements:

- 28-foot paved width to allow parallel parking on one side of the street.
- Curb, gutter, 5-foot detached sidewalk, street lighting, ADA ramps, and planting strip shall be installed on the same side of the street as the parallel parking.
- Curb, gutter, (or gutter pan as appropriate), parallel or perpendicular parking as necessary to meet minimum requirements, 5-foot meandering sidewalk, street lighting, and ADA ramps shall be installed on the side of the street opposite from the parallel parking.

- **Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.**

Prior to the issuance of final plat approval the applicant shall construct NE 117th Place as a private street with the following City of Vancouver standard improvements along the side of the street that fronts the subdivision:

- **Additional paved width as necessary to provide at least 36-foot total paved width, to allow parallel parking on both sides of the street.**
- **Curb, gutter, 5-foot attached sidewalk, street lighting, and ADA ramps.**
- **Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.**

The applicant must also coordinate with the property owner on the opposite side of the street to remove all existing parking restrictions on NE 117th Place, including signage and curb paint.

The alleys within the development shall meet the general requirements of city standard plan T10-19, with the exception that the typical rolled curb will be replaced with flat curb as is allowed in narrow lot subdivisions. **Prior to the issuance of final plat approval the applicant shall construct the interior alleys with the following City of Vancouver standard improvements:**

- **20-foot paved width (minimum).**
- **Flat curbs on both sides of the alley per city standard plan T01-01A**
- **2-foot center gutter pan**

The applicant's traffic impact analysis contains recommendations regarding the placement of stop signs at key intersections within or adjacent to the development. These include the following:

- The proposed western private street access to NE Angelo Drive, southbound approach
- The existing eastern private street access to NE Angelo Drive, southbound approach

Prior to the issuance of final subdivision approval, the applicant shall coordinate with the city's Traffic Engineer to provide stop signs at the locations specified in the applicant's traffic impact analysis. Information pertaining to the placement of the new stop signs shall be included in the signing and striping plan section of the approved civil plans. Signing and striping plans are required even if not proposing any new striping in the public right of way. If no new striping is proposed then the plan should indicate what exists.

Street lighting is required on public and private streets per VMC 11.80.050 and 11.80.090. Any substandard street lighting shall be required to be upgraded to current city standards as part of this project. Street lighting shall be installed and/or updated to meet the design standards per city standard plans T21-01A through T21-01D. If the applicant proposes to retain the existing lighting or install lighting that exceeds the maximum spacing requirement a photometric analysis will be required to ensure the lighting level standards are met. If the maximum spacing per T21-01A is met, the photometric analysis is not necessary. IES files for lighting software can be obtained from lighting manufacturer. Use lighting materials from the City of Vancouver approved material list. New lights will be LED and existing HPS lights will be retrofitted to LED unless otherwise noted by Traffic. Any new or existing lights that are within ten feet of primary power and/neutral lines, will require the developer to raise the power lines. The developer will need to work with Clark Public Utilities for requirements and costs.

The applicant shall provide a shared access and maintenance agreement for all shared driveways and private streets to cover the cost of maintaining and operating street surface, signs and markings, street lights, and drainage system, as it applies to private streets and shared driveways. Any shared accesses shall be called out on the plat. **The agreement shall be recorded on all parcels that are party to the private roadway. Shared access and maintenance agreements shall be provided prior to final plat approval.**

Per VMC 11.80.050 (H), a statement with the following language is required on the face of any plat or short plat containing a private street:

WARNING: City of Vancouver has no responsibility to improve or maintain the private streets contained within or private streets providing access to the property described in this plat, nor does the City of Vancouver have responsibility for any of the infrastructure associated with the roadway such as sidewalks, drainage facilities, street lights, curbs, or landscaping.

Per VMC 11.80.050 (I), where private streets are included in plats/subdivisions that include conditions, covenants and restrictions (CCRs), the CCRs must include the following statement:

WARNING: City of Vancouver has no responsibility to improve or maintain the private streets contained within or private streets providing access to the property described in this plat, nor does the City of Vancouver have responsibility for any of the infrastructure associated with the roadway such as sidewalks, drainage facilities, street lights, curbs, or landscaping.

The CCRs also must include terms and condition of responsibility for liability, maintenance, maintenance methods, standards, distribution of expenses, remedies for noncompliance with the terms of the agreement, right of use easement, and other considerations.

Per VMC 11.80.050 (J), the city will not maintain streets, signs, street lights, or drainage improvements associated with a private street. Prior to final inspection and approval of a private street, a maintenance agreement must be recorded with the Clark County Auditor as a covenant running with the land for any and all parcels served, or potentially served. The agreement must set forth the terms and conditions of responsibility for liability, maintenance, maintenance methods, standards, distribution of expenses, remedies for noncompliance with the terms of the agreement, right of use easements, and other considerations. The agreement also must include the creation of a private street maintenance fund and the annual assessment.

Conclusion: The proposed development meets the requirements of VMC 11.80 as conditioned.

Water

Finding: The Water Systems Planning and Design Department has reviewed the proposed project and determined that it can meet the requirements of VMC Title 14, City of Vancouver Standard Details and City of Vancouver General Requirements.

This project has been reviewed in accordance with VMC Title 14, City of Vancouver Standard Details and City of Vancouver General Requirements. The applicant will be required to comply with all applicable codes and ordinances even in the absence of plan review comments.

Sewer

Finding: There are existing 8-inch diameter sewer mains to the west of the proposed development that were constructed to the east of NE 114th Avenue in 25-foot wide public water and sewer easements. As-built records (ENG2000-00011) show that the water-sewer easements were extended to the west property line of Parcel ID 162742-034 within drive aisles on the north and south side of Building "K" of the ENG2000-00011 Project. There is an existing 15-inch diameter public sewer fronting the proposed development in NE Angelo Drive, and a 27-inch diameter public sewer fronting Parcel ID 16274-026 of the proposed development in NE 28th Street. There is also a public sewer manhole at the intersection of NE 28th Street and 119th Avenue adjacent to the proposed multi-family/condo building.

Public sewer service requires the applicant to construct an 8-inch diameter public sewer, within public right of way or public easements, as required so that public sewer fronts each lot of the proposed development. Preliminary plans show construction of 8-inch public sewers on-site from the existing public sewer in NE 28th Street.

The applicant shall construct a separate service lateral for each building from public sewer. Service laterals must be constructed of 6-inch diameter pipe (or larger) for multi-family use. Connections shall be made per the City of Vancouver Standard Plan Series S-1.4.

Conclusion: Public sanitary sewer is available at the site and construction standards for private sewer lateral connections and for public sewer construction can be met.

14.24 Erosion Control

The project site is currently vacant and covered mainly in grasses with little or no native vegetation. The site is fairly flat. The proposed project will create more than 5,000 square feet of hard surfaces and will require an erosion control plan. The project will disturb more than one acre of land and a stormwater pollution prevention plan (SWPPP) is required for the project. The existing storm system in NE 28th Street drains to Burnt Bridge Creek and must be protected from sediment and sediment laden runoff during construction. The applicant has submitted a preliminary erosion control plan and has demonstrated that the requirements of the ordinance can be met for the project. A final erosion/sedimentation control plan and a SWPPP shall be submitted for civil review.

14.25 Stormwater

The proposed site plat will add more than 5,000 square feet of hard surfaces and must meet Minimum Requirements #1-9 of the Western Washington Phase II stormwater permit. An access and inspection easement to city for all on-site private storm facilities must be included on the stormwater plan and the site plan. The applicant has submitted a preliminary stormwater plan and a preliminary stormwater report. The plan and report demonstrate that the requirements of the ordinance can be met for the project. The plans include an infiltration system on-site to handle all runoff generated on-site. Connection to the public storm system would only be allowed if infiltration was not possible onsite and would require a flow control BMPs on-site. There are three existing storm treatment facilities on-site that must be maintained. It appears that one of the facilities will be impacted by the proposed development. If this facility is eliminated it must be replaced with a comparable runoff treatment facility or runoff to this facility could be redirected to a new facility with enough capacity to handle the existing flow. A final stormwater plan and stormwater report shall be submitted for civil review.

Fire

Finding: The fire department has reviewed the proposed project and determined that it can meet the requirements of VMC Title 16 and the International Fire Code.

This project has been reviewed in accordance with the 2015 International Fire Code as adopted and amended by the Vancouver Municipal Code, Section 16.04. The applicant will be required to comply with all applicable codes and ordinances even in the absence of plan review comments.

Building

Scope of Review: A complete building code review of plans is not performed during pre-application or site plan review. Filing of building permit application with required fees and review material is required for a complete building code review.

Proposal: Plans provided propose to construct 114 single-family residential lots on 8.77 acres includes some zero lot line attached and a majority of zero lot line detached single-family dwelling units. At this time, plans and information necessary to verify compliance with all applicable building code provisions is not required.

Applicable Codes: For a building permit to be issued, the project must comply with building codes applicable at the time of building permit application. Title 17 of the Vancouver Municipal Code contains rules and regulations for the technical codes as they regulate site preparation and construction, alteration, moving, demolition, repair, use and occupancy of buildings, structures and building service equipment.

In order to receive a building permit, the proposal must meet the minimum standards of the technical codes referred to in Title 17 with applicable state and local amendments.

The City of Vancouver formally adopted the International Codes as of July 1, 2016

Applicable codes are as follows:

2015 International Building Code w/Washington Amendments
2015 International Residential Code w/Washington Amendments
2015 International Mechanical Code w/Washington Amendments
2015 Uniform Plumbing Code w/Washington Amendments
2017 National Electrical Code w/Washington Amendments
2015 Washington State Energy Code-effective January 1, 2013
ICC/ANSI A117.1-2003 Accessibility
2015 International Fuel Gas Code
Vancouver Municipal Code Title 17

The Washington State Codes and Amendments may be accessed at <http://www.sbcc.wa.gov/sbccindx.html>.

Within the City of Vancouver design data noted on structural plans and calculations engineers will be required to indicate 135mph 3 sec gust wind speed, risk category II, seismic zone D1, exposure B. Roof snow load 25sf.

A separate fire review will be conducted by the fire marshal.

Information on current codes may be obtained at www.cityofvancouver.us or by contacting Building Division staff.

The building wall on the zero-foot yard setback shall be constructed of window-free, fire resistive construction per the Building Code standards of Title 17, no portion of which shall project over any property line. The construction shall be subject to review by the building official.

Exterior walls located closer than five feet to a property line or an assumed property line shall be one hour fire rated from both sides. The maximum allowable combined window and door opening is 25 percent of the wall area.

Exterior walls closer than three feet to property lines shall have no openings allowed. Eave projections may not extend more than 12 inches into the area where openings are prohibited. Therefore, projections cannot be closer than two feet to the property line.

Eaves extending into the five-foot setback shall have a minimum one hour fire rated protection from the underside.**the exception to the fire rated protection is to provide solid fire blocking from the top plates of the wall to the roof sheathing.

Eave vent openings are not allowed on projections extending closer than five feet to the property line. Eaves may not extend closer than two feet to a property line IRC R302.1.

Condition of approval: A final summary report by the geotechnical engineer of record shall be prepared and submitted to the City of Vancouver that states that the project soils were prepared in accordance with the governing geotechnical report and construction documents. Provide a current report with lot specific conditions and compaction test results by final grading. Please send to inspectionreports@cityofvancouver.us.

Geotechnical report required for tree excavating and root systems removal with compaction reports. A letter from the geotechnical engineer of record showing compliance and summarizing field observations and inspections will be required prior to footing inspection.

Finding: The proposed site plan appears acceptable for building codes related issues and accessibility issues; however, a complete building plan review will be required to determine final compliance.

Conclusion: As submitted, the project can be reviewed for building code issues related to the site plan. The site plan review process is a separate and distinct process from the building permit process.

As submitted, project could be approved for building code requirements pertaining to the site plan.

RECOMMENDATION

Staff hereby recommends the Hearing Examiner recommend to City Council approval of the planning development and subdivision with conditions as noted below and throughout this report. Based upon the analysis and findings herein, the criteria for approval have been satisfactorily met, or shall be met with the conditions of approval and no significant adverse impacts have been identified. This approval does not grant the right to permits, but only determines the development can meet the requirements of the applicable ordinances as described in this report.

CONDITIONS OF APPROVAL

Prior to Civil Plan Approval

1. Upload the civil plan review set showing all the revisions requested as well as all necessary reports (geotechnical, hydrology, traffic analysis, road modification, etc.). Include a detailed site plan in the civil plan review set. For questions on these requirements please contact 360-487-7804.
2. Grading plan review fees will be due upon submittal of civil plans for review. Contact Permit Center staff at 360-487-7802 to obtain a fee quote.
3. Mains and fire hydrants shall be shown with minimum fire flow provided as required by 2015 International Fire Code Appendix B, B105.2 and Table B105.1.
4. Add a note to the grading plan stating: "In the event that archaeological deposits are encountered during construction, work shall be halted immediately and the City of Vancouver's Community and Economic Development Department and the Washington State Department of Archaeology and Historic Preservation shall be notified in order for the findings to be investigated and assessed by a professional archaeologist."
5. Pay concurrency monitoring fees totaling \$1,500.00.
6. An erosion control plan shall be submitted and approved prior to clearing, grading or construction. The plan shall be designed according to the City of Vancouver's General Requirements and Details.
7. Submit a separate fire response plan.
8. Street trees along NE 28th Street shall be planted a minimum of three feet behind the curb and plant street trees along existing private roads.
9. Increase diversity by reducing the number of dogwoods and planting other flowering trees such as 40 Galaxy magnolias. Increase diversity by reducing number of Green Arrow Cedars and plant 30 Incense Cedars. Per VMC: Replacement trees shall optimize tree diversity; include native species and at least 60 percent conifers; utilize insect and disease resistant trees.
10. Increase diversity by reducing maple numbers, increase Green Vase Zelkovas, incorporate European Hornbeams, and incorporate other species such as Sterling Lindens. Per VMC: Replacement trees shall optimize tree diversity; include native species and at least 60 percent conifers; utilize insect and disease resistant trees. Increase conifers such as Incense cedars along property lines.
11. Spacing of trees to be planted shall be such that it provides for the eventual mature size of the trees. Keep trees 10 feet from buildings so that they have room to mature and no closer than 20 feet on center.

12. Coordinate with the Traffic Operations Division to establish placement locations for additional Type D 'acorn-style' lights (T21-04) along the frontage of NE Angelo Drive and show them on the civil plans. Prior to the issuance of final subdivision approval, the applicant shall provide the following for NE Angelo Drive:

- Install City of Vancouver standard major commercial-style driveway to serve the proposed private street.
- Install Type D 'acorn-style' street lighting as directed by Traffic.
- Upgrade the existing ADA ramp at the northwest corner of the existing private street intersection to meet current standards.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

Prior to combustible construction

13. Fire hydrants for emergency use shall be installed, approved and maintained.
14. Fire apparatus access shall be provided and maintained.

Prior to or during construction

15. Temporary address signage shall be visible and legible from the street fronting the property for emergency response during construction.
16. Obtain all required permits to complete the sewer service lateral construction.
17. If an on-site sewage system is found during development, it must be properly abandoned. The proposed development must connect to an approved public sewer system.
18. If a well is found during development, it shall be properly decommissioned by a licensed well driller. The proposed development must connect to an approved public water system.
19. Comply with the requirements of the Clark County Public Health Development Review letter dated Feb. 28, 2019.
20. Comply with the requirements in Southwest Clean Air Agency's letter dated Aug. 22, 2019.
21. Comply with the requirements in the Department of Ecology's letter dated Aug. 23, 2019.

Prior to Final Plat Approval

22. Submit a final plat application along with two (2) full size copies and 1 reduced 8 1/2 x 11 copy of the proposed plat and tree/landscape plan. Applications can be found under Building, Planning and Environment on the City of Vancouver website, www.cityofvancouver.us.
23. A note shall be added to the plat stating that all lots conform to the City of Vancouver driveway spacing standards, per VMC 11.80.110.
24. The following note to be placed on the final plat: "Home Owner Association is responsible for maintenance of all open space tracts listed on this plat."
25. Satisfy all of the submittal and other related requirements itemized in the projects upcoming Notification of Civil Plan Approval (plan approval letter).
26. The following note shall be added to the final plat: "Development within this subdivision is subject to an approved tree plan. Tree removal is subject to approval by the City of Vancouver. All trees must be planted prior to occupancy per the approved tree plan."
27. Show all easements on the final plat.

28. Add a note to the plat that states: In the event that archaeological deposits are encountered during construction, work shall be halted immediately and the City of Vancouver's Community and Economic Development Department and the Washington State Department of Archaeology and Historic Preservation shall be notified in order for the findings to be investigated and assessed by a professional archaeologist.
29. Submit a copy of the final acceptance letter from the purveyor to the Public Health along with the final plat for signature.
30. Where private streets are included in plats/subdivisions that include conditions, covenants and restrictions (CCRs), the CCRs must include the following statement: *WARNING: The City of Vancouver has no responsibility to improve or maintain the private streets contained within, or private streets providing access to, the property described in this plat, nor does the City of Vancouver have responsibility for any of the infrastructure associated with the roadway such as sidewalks, drainage facilities, street lights, curbs, or landscaping.*
31. Provide a shared access and maintenance agreement for all shared driveways and private streets to cover the cost of maintaining and operating street surface, signs and markings, street lights, and drainage system, as it applies to private streets and shared driveways. Any shared accesses shall be called out on the plat. The agreement shall be recorded on all parcels that are party to the private roadway. Shared access and maintenance agreements shall be provided prior to final plat approval.
32. The CCRs must include terms and condition of responsibility for liability, maintenance, maintenance methods, standards, distribution of expenses, remedies for noncompliance with the terms of the agreement, right of use easement, and other considerations.
33. Provide the following for NE 28th Street:
 - Dedicate additional right of way as necessary to meet the minimum required 50-foot half-width standard.
 - Remove the existing sidewalk.
 - Abandon and remove the two existing mid-block ADA ramps.
 - Abandon and remove all existing driveway accesses.
 - Install City of Vancouver standard detached sidewalks with minimum width of six feet, and install a planting strip. If the detached sidewalk does not fit within the standard right of way width an appropriate pedestrian easement will be required.
 - Upgrade the existing street lights to LED lenses per current city standards.
 - Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
34. Provide the following for NE Four Seasons Lane:
 - Dedicate additional right of way as necessary to meet the minimum required 35-foot half-width standard.
 - Upgrade the existing ADA ramp at the northwest corner of the existing private street intersection to meet current standards.
 - Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
35. Comply with all conditions and requirements set forth in the road modification decision dated Aug. 28, 2019.

36. Construct the portion of NE 27th Way between NE 115th Place and NE 117th Place as a private street with the following City of Vancouver standard improvements:
- 28-foot paved width to allow parallel parking on one side of the street.
 - Curb, gutter, 5-foot detached sidewalk, street lighting, ADA ramps, and planting strip shall be installed on the same side of the street as the parallel parking.
 - Curb, gutter, and driveway approaches shall be installed on the side of the street opposite from the parallel parking.
 - Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
37. Construct the portion of NE 27th Way located on the east side of NE 117th Place as a private street with the following City of Vancouver standard improvements:
- 16-foot paved width (minimum).
 - Flat curbs on both sides of the street per city standard plan T01-01A
 - 2-foot center gutter pan
 - Perpendicular parking on one side as necessary to meet minimum requirements.
 - Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
38. Construct NE 115th Place as a private street with the following City of Vancouver standard improvements:
- 28-foot paved width to allow parallel parking on one side of the street.
 - Curb, gutter, 5-foot detached sidewalk, street lighting, ADA ramps, and planting strip shall be installed on the same side of the street as the parallel parking.
 - Curb, gutter, (or gutter pan as appropriate), parallel or perpendicular parking as necessary to meet minimum requirements, 5-foot meandering sidewalk, street lighting, and ADA ramps shall be installed on the side of the street opposite from the parallel parking.
 - Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
39. Construct NE 117th Place as a private street with the following City of Vancouver standard improvements along the side of the street that fronts the subdivision:
- Additional paved width as necessary to provide at least 36-foot total paved width, to allow parallel parking on both sides of the street.
 - Curb, gutter, 5-foot attached sidewalk, street lighting, and ADA ramps.
 - Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
40. Coordinate with the property owner on the opposite side of the street to remove all existing parking restrictions on NE 117th Place, including signage and curb paint.
41. Construct the interior alleys with the following City of Vancouver standard improvements:
- 20-foot paved width (minimum)
 - Flat curbs on both sides of the alley per city standard plan T01-01A
 - 2-foot center gutter pan

42. Coordinate with the city's Traffic Engineer to provide stop signs at the locations specified in the applicant's traffic impact analysis. Information pertaining to the placement of the new stop signs shall be included in the signing and striping plan section of the approved civil plans. Signing and striping plans are required even if not proposing any new striping in the public right of way. If no new striping is proposed then the plan should indicate what exists.

Prior to Issuance of Building Permits

43. Pay all applicable fees, including impact fees. Pursuant to Chapter 20.915 of the VMC, the Park, Traffic and School Impact Fees for a single-family residence in this plat are \$1,565.00 (Park District C), \$2,550.00 for single-family detached lots and \$1,483.13 for single-family attached lots (Pacific TIF District), and \$6,100.00 (Evergreen School District). Said fees will be recalculated for building permit application filed more than three years after preliminary plat approval. These fees do not constitute liens against the lots in this subdivision, but are collected as a condition of initial building permit issuance.
44. A final summary report by the geotechnical engineer of record shall be prepared and submitted to the City of Vancouver that states the project soils were prepared in accordance with the governing geotechnical report and construction documents. Provide a current report with lot specific conditions and compaction test results by final grading. Please send to inspectionreports@cityofvancouver.us.
45. Future buildings shall look substantially similar to the 28th Street renderings submitted June 20, 2019.
46. Fence heights shall be limited to 36 inches along 28th Street frontage and internal pedestrian connections.

Prior to Issuance of Certificate of Occupancy

47. All trees shall be planted in accordance with VMC 20.925.060
48. This project has been reviewed in accordance with the 2015 International Fire Code as adopted and amended by the Vancouver Municipal Code, Section 16.04. The applicant will be required to comply with all applicable codes and ordinances even in the absence of plan review comments.

EXHIBITS

1. Staff Report
2. Land Use Application
3. Applicant narrative
4. Development Plans
5. Notice of Application, Public Hearing, and Optional SEPA DNS dated July 25, 2019 with environmental checklist
6. Final DNS dated Aug. 28, 2019
7. Clark County Public Health Development Review Evaluation dated Feb. 28, 2019
8. Letter from Department of Ecology dated Aug. 23, 2019
9. Letter from Southwest Clean Air Agency dated Aug. 22, 2019
10. Evergreen School District Capacity Letter dated Feb. 7, 2019
11. Trip Generation and Distribution Report by Kittelson dated March 14, 2019 **
12. Trip and Traffic Impact Fee Worksheet dated Sept. 4, 2019
13. Four Seasons North Parking Assessment by Rick Williams Consulting
14. Preliminary Stormwater Report by SGA Engineering dated March 19, 2019**
15. Geotechnical Investigation by Columbia West dated Nov. 1, 2018 **

**Because of the size of the exhibit, it is not included with this report. The document is available for review at Community & Economic Development Department, 415 W 6th Street. If you would like to review the document, check in at the reception area of the Permit Center between the hours of 9 a.m.–12:30 p.m. and 1:30 p.m.–4 p.m.



Planning Permit Application

LAND USE PRELIMINARY APPLICATION (LUP)

415 W 6th ST ~ Vancouver, WA 98660, P.O. Box 1995 ~ Vancouver, WA 98668, Phone (360) 487-7800

www.cityofvancouver.us

Email Completed Applications to plans@cityofvancouver.us

EXHIBIT 2

Type Of Work		
☐ Type I**	☐ Type II	☐ Type III
☒ Type IV	☐ Tree Removal Only	
Use Type (Check One Box Only)		
☒ Single Family	☐ Commercial	☐ Multi-Family
☐ Industrial	☐ Residential	☐ Duplex
☐ Wireless Communications Facility (new) please see VMC 20.890		
Process Type		
☒ Standard	☐ Streamline-Type II Application Only Pre-Submittal Meeting must be completed prior to submitting this application.	

Project Site Information And Location	
Project site address:	See attached list
Suite/bldg./apt #:	
Project name:	Four Seasons North PUD Subdivision
Tax Assessor Serial Number:	See attached list
Nearest Intersection If no site address:	

Description Of Project

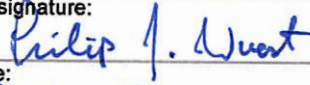
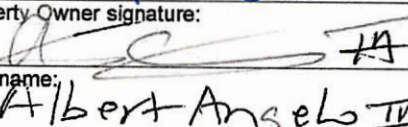

PROPERTY OWNER	
Name	Four Seasons Place, LLC
Address:	400 E Mill Plain Blvd #500
City/State/Zip:	Vancouver, WA 98660
Phone:	
E-mail:	

APPLICANT	
Name	Ginn Development, LLC Phil Wuest
Address:	7223 NE Hazel Dell Avenue
City/State/Zip:	Vancouver, WA 98665
Phone:	360-768-5032
E-mail (required):	phil@ginngrp.com

ELECTRONIC PLANS SUBMITTER*	
Name	Ginn Development, LLC Lisa Harker
Address:	7223 NE Hazel Dell Avenue
City/State/Zip:	Vancouver, WA 98665
Phone:	360-768-5034
E-mail (required):	projects@ginndevelopment.com
ePermits Username (if existing account)	projects@ginndevelopment.com

Additional Information		
Special Review Type: (If applicable)	☐ Tenant Improvement ☐ Other	
	☐ Unoccupied Commercial/Utility Structure	
Plan Approval Type: (If applicable)	☐ Conceptual	☐ Detailed ☐ Hybrid
	Sewage Disposal: ☐ Septic ☒ Public	
Water Source:	☐ Private Well ☒ Public	
# of Units:		
# of Proposed Lots:	114	
# of Acres:	8.77	
Size:	☒ Up to 25 acres ☐ Over 25 acres	
New Hard Surface Area:	284,882	Sq. Ft.
Replaced Hard Surface Area:	4,758	Sq. Ft.
Total Hard Surface Area:	289,640	Sq. Ft.
Square Feet:	Ground Floor:	
	Upper Floor:	

Notice
I/we understand that per VMC 20.210.090 (Review for Counter Complete Status), if it is determined that the application is not complete, the City shall immediately reject and return the application. If submitting electronically, I/we understand that if my electronic plan submission is deemed to be incomplete I will receive notification after the prescreening process and review will not begin. I/we agree that City of Vancouver staff may enter upon the subject property at any reasonable time to consider the merits of the application, to take photographs and to post public notices.

Required Signatures	
Applicant signature: 	
Print name:	Date:
Philip J. Wuest	3/19/2019
Property Owner signature: 	
Print name:	Date:
Albert Angelo III	3/18/19

* Please note that the contact listed as "Electronic Plans Submitter" should be the individual responsible for accessing ePlans, (electronic plan review software), and will receive all ePlans correspondence.

** Type I projects may need to complete a Stormwater Applicability form.

APPLICATION SUB TYPES				
Please check all applicable boxes and enter information where necessary				
☒ Archaeological Predetermination (fill out supplemental application)				
☐ Binding Site Plan	☐ Land Extensive		☐ Non-Residential	
	☐ Commercial Pad		☐ Unoccupied Com/ Utility Structure	
☐ Boundary Line Adjustment		# of lots to be reviewed:		
☐ Comprehensive Plan Amendment				
☐ Conditional Use Permit	Type of Use:			
	Civil Review required?		☐ Yes	☐ No
☐ Covenant Release				
☐ Critical Areas Permit	☐ Minor Exception		☐ Reasonable Use	
	Area Types:			
	☐ Fish & Wildlife		☐ Freq. Flooded	
	☐ Geological Hazard		☐ Wetlands	
☐ Design Review (contact case manager for submittal requirements)	☐ Vancouver Central Park			
	☐ Downtown		☐ Exterior Mod. Only	
☐ Development Agreement (see VMC 20.250 for requirements)	☐ Initial Agreement			
	☐ Modification			
	☐ Extension			
☒ Engineering Variance Request / Road Modification (see supplemental checklist)	☐ Administrative			
	☐ Design Major			
	☒ Technical / Minor			
☐ Historic Preservation * (contact case manager for submittal requirements)	Historic Type:			
	☐ Major Modification			
	☐ Place Property on Registry			
	☐ Special Valuation			
	Register Type:			
	☐ State		☐ Local	
☐ National				
☐ Human Services Siting Request (fill out supplemental application)				
☐ Joint Use Parking Agreement (see VMC 20.945.030 for requirements)				
☐ Legal Lot Determination	# of lots to be reviewed:			
☐ Master Plan Public Facilities				
☐ Modification	Modification Type:			
	☐ Conditional Use	☐ Minor		
		☐ Major		
	☐ Mixed Use Master Plan			
	☐ Public Facilities Master Plan			
	☐ Planned Unit Development			
	☐ Post Decision Review			
Type: ☐ Planning ☐ Planning and Engineering				
☒ Planned Unit Development / Master Plan	☐ Commercial			
	☐ Mixed			
	☒ Residential			
☒ Preliminary Land Division	Plat Alteration?		☐ Yes	☐ No

☐ Preliminary Site Plan Review	☐ Commercial Pad	☐ Land Extensive
	☐ Non-Residential	☐ Residential
	☐ Unoccupied Comm'/Utility Structure	
☐ Shoreline Permit	Request Type:	
	☐ Conditional Use	
	☐ Variance Request	
	☐ Substantial Development	
	Shoreline Designation:	
☐ Aquatic		☐ Natural
☐ High Intensity		☐ Med. Intensity
☐ Urban Conservancy		
☐ Similar Use Determination * (see VMC 20.160.030 for requirements)		
☐ Statement of Exemption*	Exemption Type:	
	☐ Shoreline Permit	
	☐ Critical Area Permit	
	Exemptions Requested: (Critical Areas only)	
	☐ Fish & Wildlife	☐ Wetlands
☐ Geological Hazard	☐ Frequently Flooded	
☒ State Environmental Policy (SEPA) (fill out supplemental application)	Use Type:	
	☒ Single Family	☐ Other
	SEPA Type:	
	☐ Grading	☐ Non-Projects
	☐ Other	☐ Site Plan (RES)
	☒ Land-division or PUD	
☐ Temporary Use * (see VMC 20.885 for requirements)	Temporary Use Type:	
	☐ Commercial/Industrial	
	☐ Unforeseen Emergency	
	☐ Seasonal or Special Event	
	☐ Model Home	
	☐ Temp Sales Office	
☒ Tree Plan (see VMC 20.770.050 for requirements or see submittal requirement document for additional information)	☐ Level 1	☐ Level 2
	☐ Level 3	☒ Level 4
	☐ Level 5	☐ Level 6
	☐ Level 7	
☐ Variance	Total # of Variance Requests:	
☐ Zoning Certification* (see submittal checklist for additional information)	Year Built:	
	Footprint/Lot Coverage:	
	Existing Bldg. Height:	
	Existing # Parking Spaces:	
☐ Zoning Verification * (see submittal checklist for addtl information)		
☐ Zoning Change	Change Type	With Comp Plan Change?
	☐ Map Change	☐ Yes
	☐ Code Change	☐ No
	Proposed Zoning:	

*These application sub-types must be submitted as a separate LUP application. They may not be bundled with other sub-types.

**Four Seasons North PUD Subdivision
(PRJ-161559)
Preliminary Plat and Site Plan Narrative**

BACKGROUND

The Four Seasons North PUD Subdivision project site is zoned R- 22 and consists of six existing legal parcels (tax lot numbers: 162742-014, 162742-026, 162742-028, 162742-030, 162742-032, 162742-034) containing a total of 8.77 acres. The site is surrounded by R-18 and CC zones. This project proposes to subdivide the site into 114 single-family residential lots for a mix of attached and detached homes.

The R-22 zone allow single-family attached and detached dwelling units. Table 20.420.030 – 1. Under the Planned Development ordinance, VMC 20.260, Single-family attached and detached dwellings in the R-22 zone are subject to Section 20.260.020.B.1.a(2). The Applicant is proposing that the detached homes in the subdivision be approved, pursuant to 20.910.050 VMC, for zero lot line buildings. The R-22 zone allows single-family detached dwelling units provided the minimum required residential density is met, on an overall project basis.

The proposal includes zero lot line detached single-family dwelling units. The single-family lots vary in size from 1451 square feet to 3140 square feet. The average lot size for the project is 1846 square feet. Installation of streets, mostly private, and associated public infrastructure will be a part of this development.

The vision for this project is to provide a small-lot primarily detached single family neighborhood with above-average open space, an appealing multi-use green street down the center spine, and an inviting street presence on NE 28th Street. The Applicant is attempting to accomplish this and still maintain relatively affordability for working families by economizing on land and building size. This necessarily means modified development standards to fit family housing on smaller lots.

KEY ISSUES HIGHLIGHTED IN THE PRE-APPLICATION CONFERENCE REPORT

- Site is located within the 112th Avenue Corridor Plan Area.
- Site is covered by a DA as part of the comprehensive plan amendment and zone change.
- Application must show how the proposed subdivision meets fire access requirements.
- Pedestrian access needs to be shown to the east.
- Certain adjustments are requested through the Planned Development ordinance.

ZONING DISTRICT (VMC 20.420)

The site is zoned R-22 - High Density Residential. The R-22 zoning district is designed to accommodate attached and detached single-family dwellings. This proposal conforms to the requirements of this code section.

Development Standards (VMC 20.420.050)

	Standard	Proposed
Minimum Lot Size	1500 s.f.	1451 s.f.
Minimum Lot Coverage	50%	<50%
Minimum Lot Width	20'	20'
Minimum Lot Depth	50'/60'	67'
Maximum Building Height	50'	<50'
Minimum Landscape Area	10%	>10%
Minimum Setbacks		



Front Yard	10'	10'
Rear & Through Yard	0'/5'	>5'
Side Yard	0'/5'	5'
Street Side Yard	10'	5' & 10'
Garage/Carport from Street	18'	18'
Garage/Carport from Alley	5'	5'

DENSITY

R-22 Parcels Density Calculations

381,969 Sf Or 8.77 Acres Gross Site Area

-Max Density = 22 Units/Acre

8.77 X 22 = 192.94 Units Max

250,076 Sf Or 5.74 Acres Net Site Area (Gross - R/W (public & private access) & Stormwater Tracts)

-Minimum Density = 18.1 Units/Acre

5.74 X 18.1 = **103.89 Units Minimum**

Density Summary: 114 Units Total

8.77 Acres Gross Area

0.90 Acres Right-of-way Dedication (Public)

2.58 Acres Private Access Tracts & Easements (Private Roads, Alleys & Green Street)

0.45 Acres Stormwater Facilities

1.15 Acres Open Space (Tracts & Easement along NE 28th Street)

0.21 Acres Parking Tracts

5.74 Acres Net Site Area (Gross – R/W, Access & Storm Tracts)

114 Units/ 5.74 Acres = **19.86 Units/Acre Net Density**

Parking Summary (VMC 20.945):

0.21 Acres Parking Tracts with 59 off-street guest parking spaces

47 on-street guest parking spaces

44 Lots with 2 car garage (no driveway stalls) = 88 spaces

70 Lots with 2 car garage & 2 car d/w = 280 spaces

368 Total On-Lot spaces + 106 Total Guest spaces = 474 Spaces Total

1 parking spaces per single family unit required = 114 spaces

1 guest space per 3 units = 38 required spaces

Total required parking = 152 spaces (368 provided)

PROJECT PHASING

This project will not be phased.

DEVELOPMENT AGREEMENTS (VMC 20.250)

This project has a development agreement recorded in association with the comprehensive plan amendment and zone change, Ordinance No. M-4251. The DA includes conditions for future development review.

- A comprehensive parking study that examines public safety and mobility implications based on reasonable assumptions of residents or visitors use of garages, driveways, alleys or streets for parking. Based on the results of the parking study, the City may require the developer to provide additional parking spaces above current parking standards.



- Compliance with applicable fire access requirements, including implications for any homes proposed for alley access only.
- Compliance with transportation standards, including a traffic analysis demonstrating consistency with intersection performance and capacity standards, and revisions to the proposed street network if necessary, to meet those standards.
- Provisions to ensure home frontages are as envisioned in the applicant's concept plan and supporting materials submitted, particularly on 28th Street and the associated planter strip, plantings, and detached sidewalk.
- Provisions to ensure compliance with applicable 112th Corridor Subarea Plan Design Guidelines, such as F.2 limitations on fence height to 36 inches as applied particularly to 28th Street, and internal pedestrian connections.
- Options to facilitate variety and/or openings in any proposed extended and unbroken rows of housing, along 28th Street and within the development.
- If multi-family densities are proposed to be achieved through single family structures, design provisions shall be incorporated to achieve subarea plan building design guidelines overall intent of reducing scale and adding visual interest, particularly on 28th Street. Homes in the development should be comparable in terms of articulation and design quality to Four Seasons North Illustrative Concept materials submitted on July 25, 2018.
- Provisions to facilitate tree retention consistent with the 112th Corridor Subarea Plan.
- A requirement to record against the properties covenants, conditions and restrictions that will impose a design review process to ensure all landscaping and building on the proposed development complies with design restrictions and maintenance requirements set forth in the final land use decision approving development of the subject property and that will require future property owners to maintain all private common open areas through a Homeowners Association.
- A requirement to ensure pedestrian access is provided from NE 25th Street envisioned in the southwestern portion of the rezone site to the NE Angelo Drive roundabout. (to be provided with the Four Seasons Terrace subdivision project, 2019)

The Four Seasons North PUD Subdivision development proposal meets the above conditions by providing street parking and parking in several private tracts for residents or visitors, has complied with fire access requirements, is consistent with intersection performance and capacity standards, home frontages are shown on the concept plan, complies with applicable 112th Corridor Subarea Plan Design Guidelines, homes will vary, and trees are being retained on-site, a home-owners association will ensure that landscaping and buildings will be maintained. A pedestrian access has been provided from NE 25th Street to the NE Angelo Drive roundabout with the Four Seasons Terrace Subdivision (under separate application from this PUD (PRJ-161378/PIR-71984)).

SUBDIVISIONS (VMC 20.320)

Section 20.320.010 - Purpose.

- This project promotes effective utilization of land and infrastructure, makes adequate provision for housing, and follows established procedures for the subdivision of land.

Section 20.320.015 - Applicability.

- As a land partition of more than 10 lots, this project qualifies as a subdivision.

Section 20.320.040 - Approval Criteria.

Approval criteria. To grant approval of a preliminary short subdivision or subdivision, the applicant must demonstrate compliance with all of the following criteria:

- A. Public facilities provision. Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for transportation, water,*



storm drainage, erosion control and sanitary sewage disposal methods that are consistent with the City's current ordinances, standards and plans;

- Appropriate provisions for public facilities have been made for this project as identified in materials submitted with the application, including a traffic impact study, stormwater plan, erosion control plan and appropriate provision to access public water and sanitary sewer systems. The project will install private streets to serve the development and install frontage improvements (detached sidewalk and planting strip) on NE 28th Street. The project will also extend utilities to and through the site to serve the needs of the development. Existing sewer and water systems have sufficient capacity to serve this development. The project will manage stormwater runoff in accordance with the Stormwater Manual for Western Washington and will also be developed using appropriate erosion control methods. The project will pay all applicable traffic, park, and school impact fees prior to issuance of building permits.
- B. *Proposed improvements.* *Appropriate provisions have been made for proposed streets, alleys and public or private ways, utilities and other improvements that are consistent with the City's current ordinances, standards and plans, and Department of Health and/or Washington State Department of Transportation standards and plans, where applicable;*
- Appropriate provisions for proposed improvements have been made for this project.
- C. *Open space and dedications.* *Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for open space, parks, schools, dedications, easements and reservations;*
- Appropriate provisions for open space and dedications have been made for this project. This project will also pay traffic, park, and school impact fees.
- D. *Physical characteristics.* *The design of the proposed short subdivision or subdivision site has taken into consideration the physical features of the site, including but not limited, to: topography, soil conditions, susceptibility to flooding, inundation or swamp conditions, steep slopes or unique natural features such as wildlife habitat or wetlands;*
- The project will be developed on structural fill and native soils. A geotechnical report has been submitted with this application. There are no steep slopes.
- E. *Re-platting of existing subdivisions.* *When re-platting an existing subdivision, the short subdivision or subdivision shall comply with all of the terms and conditions of the existing subdivision's conditions of approval;*
- Not applicable.
- F. *Compliance with all requirements of this title.* *The proposed short subdivision or subdivision complies with all applicable requirements of this title unless modified through the approval; and*
- This project complies with all the requirements of this title.
- G. *Compliance with State requirements.* *That the proposed short subdivision or subdivision complies with the requirements of RCW 58.17.110.*
- This project complies with all the requirements of RCW 58.17.110.



PLANNED DEVELOPMENTS (VMC 20.260)

Chapter 20.260 Planned Developments

20.260.010 Purpose

This proposal seeks to create a cohesive planned community for families that desire to live close to live in the Four Seasons activity center in the heart of east Vancouver. The community is planned to two-level attached and detached housing, two-car garages, well designed and finished homes with on-site open space amenities and convenient proximity to groceries, retail opportunities and health care services. The homes may be purchased by any buyer, but the Applicant believes that the homes will be particularly attractive to first time home buyers that want to live close to urban services and amenities.

Planned Developments, Applicability:

A. Applicable in all zones.

The planned development is a development vehicle that may be used in all base zoning districts except in the Park, Greenway and Natural Area districts.

The applicant is proposing a planned development on land with zoned R-22; planned developments are allowed in this zone. This proposal still includes higher than average open space, smaller lots with smaller family homes and proposed amenities that will appeal to a range of buyers. Front porches and alley-load garages will aid in creating and maintaining community as owners take possession of homes and get to know their neighbors.

Planned Developments, Permitted Uses:

B. Permitted uses

The applicability provisions at 20.260.020.B.1.a.(1) and (2) indicate single-family detached residential units and two or more single-family attached residential units are allowed by right within planned developments in the R-9 zone. This section also indicates a 5% density bonus is allowed per the provision of 20.260.060 (D).

Planned development are allowed on the subject site. Thirty two attached single-family residential units and 82 detached single-family unit are proposed.

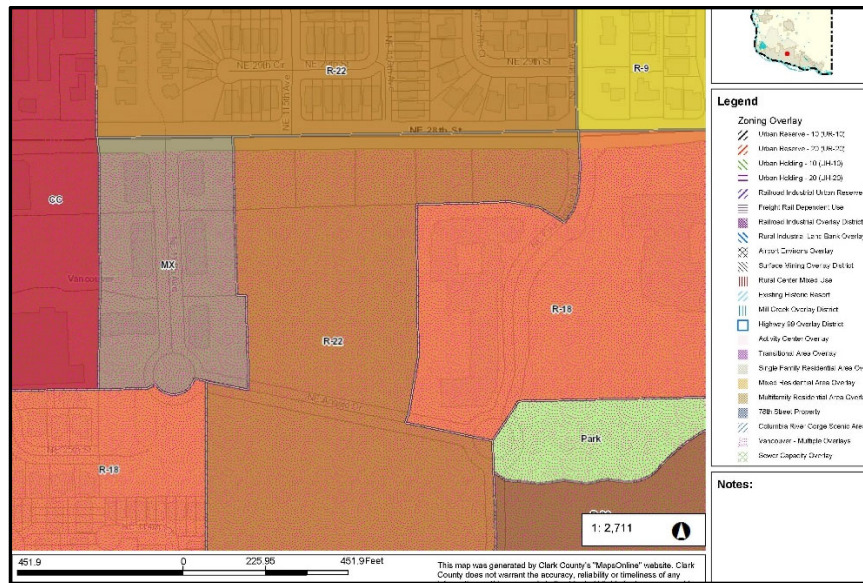
Specific 20.260.050.A Approval Criteria

1. *Content.* The concept plan contains all of the components required in Section [20.260.070](#).

Compliance with all applicable standards. The proposed development and uses comply with all applicable standards of the Title, except where adjustments are being approved as part of the concept plan application, pursuant to Section [20.260.030](#) (D)(2).

The application includes a vicinity map. Surrounding land uses include retail commercial to the west, multifamily residential to the south, senior living, a public park and public school to the east. North of NE 28th Street is a single family detached neighborhood.





2. *Architectural and site design.* The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally-friendly architectural and site design.

The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally-friendly architectural and site design. The proposed development is 100% alley loaded and will offer several different small-lot building types. The project incorporates a modified green street, good pedestrian permeability and open spaces.

3. *Transportation system capacity.* There is either sufficient capacity in the transportation system to safely support the development proposed in all future phases or there will be adequate capacity by the time each phase of development is completed.

Please see the traffic study.

4. *Availability of public services.* There is either sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal, to adequately serve the development proposed in all future phases, or there will be adequate capacity available by the time each phase of development is completed.

As noted in the pre application report, public services are available.

5. *Protection of designated resources.* City-designated resources such as historic landmarks, significant trees and sensitive natural resources are protected in compliance with the standards in this and other Titles of the VMC.

This project will be designed and implemented consistent with the City's 112th Subarea Plan.

6. *Compatibility with adjacent uses.* The concept plan contains design, landscaping, parking/traffic management and multi-modal transportation elements that limit conflicts between the planned development and adjacent uses. If zoning districts are shifted per Section [20.260.020\(C\)](#) VMC, there

shall be a demonstration that the reconfiguration of uses is compatible with surrounding uses by means of appropriate setbacks, design features or other techniques.

The proposed higher-density single family use is entirely consistent with surrounding land uses.

7. *Mitigation of off-site impacts.* All potential off-site impacts including litter, noise, shading, glare and traffic, will be identified and mitigated to the extent practicable.

These will be established and addressed through the development review process.

Requested Adjustments: VMC 20.260.050.B

Associated with the planned development, an adjustment is requested to the maximum lot coverage standards allowed in R-22 zone. A second adjustment is also requested for a reduction in the minimum lot size. The third adjustment is related to the driveway depths and how the maneuvering area required under Table 20.420.00, note #4, is measured.

Adjustments to numerical development standards may be processed as part of the request for concept if the applicant can demonstrate compliance with all of the following approval criteria:

1. The adjustment(s) is warranted given site conditions and/or characteristics of the design.
2. The benefits accruing from the implementation of the adjustment outweigh any potential adverse impacts.
3. Any impacts resulting from the adjustment are mitigated to the extent practical.

Because the site is proposed for narrow lots and more than 50% of the lots will be provided alley access (discussed in more detail below), the base zone lot coverage is 65% on the R-22 portion of the site pursuant to VMC 20.927.050. This Planned Development proposal requests an adjustment to 75% lot coverage. The purpose of the lot coverage request is to accommodate single family homes with two-car garages that are large enough to house a family. This development will consist of relatively large homes on smaller lots. The homes will include two-car garages and well-design living space for a family. While the outside area on each lot is minimal with 75% lot coverage, the property is that is available will be located around the front porches and creating a welcoming environment. There is also emphasis on having green/open space throughout the development, including a hybrid street through the center of the project that, when combined with the private areas on the fronting homes, will be an amenity the entire community can enjoy.

Lot Coverage Adjustment:

The requested adjustment would increase lot coverage from the base zone amount to 75% to provide for sufficient ground-floor building homes large enough for families, two-car garages and front porches. A portion of the increased lot coverage will be allocated to inclusion of front porches which are allowed under City code in the front yard setback area where homes are alley loaded.

The site design is based on meeting the minimum allowable density (104 units) on smaller lots and targeting the underserved market segment for relatively affordable entry-level homes for entry level buyers and/or homes for downsizing baby boomers. Generally, proposed lot sizes range from 1451 square feet for some of the proposed attached homes to around 1750 square feet for the single family detached portion of the project, although three of the proposed lots are smaller than the 1,500 square foot minimum (going to 1451 sqft on the smallest, see lot size adjustment below). Conditioned living space for a three bedroom home will typically be about 1550-2260 square feet (average of around 1800) and a



two-car garage (necessary, we believe, due to the location of the property) will be approximately 460 square feet. If we construct a 1,700 square foot home with a 400 square foot garage, we'll need a total of 2,100 square feet of building space. One-half of that is 1050 square feet. Add a 250 square foot front porch and there will be a ground-floor footprint of 1,300 square feet. 1,300 is just under 75% of the proposed lot size of 1,750 square feet for most of the detached homes.

75% lot coverage will allow for around 2000 square feet buildings (total living space), including garages, which allows for a reasonable family home design. Including front porches on the alley load lots is an additional community amenity that the Applicant believes will help to create character and livability and the front porches will count against allowable lot coverage.

Because the Applicant is seeking to both meet minimum density and provide housing in an underserved market segment, the adjustment is warranted to accommodate the proposed community design. No impacts are anticipated to surrounding property because the project is buffered by roads and higher density/intensity uses on all sides.

The use of maximum lot coverage percentages in the zoning code is interesting in light of minimum and maximum lot dimensions, densities and setbacks. It is an issue that is not addressed in the City's narrow lot code but probably should be. More affordable housing for both those entering the housing market for the first time and for those families downsizing from larger homes is lacking in Vancouver. In this case, higher lot coverage will allow for a lower price point in exchange for smaller individual yards.

Through the Planned Development ordinance, we are proposing to build homes with smaller yards but more community open space and off-site guest parking. The proposed development includes 10% open space on several private tracts and pedestrian connections that provides access to and through the site to nearby retail opportunities, the elementary school and public park. The project also proposes guest parking in several private tract areas and significant opportunities for on-street parking in front of homes because of the alley-load design. Overall, there will be 467 parking spaces for the 114 units, including the combined 108 on-street and guest parking spaces; a ratio of .95 guest spaces for each of the proposed 114 dwelling units. Only 152 parking spaces are required by city code. This project has far exceeded that.

As noted above, the community design includes significant open space and parking and will meet all setback requirements under the code. The goal of increasing lot coverage is to build entry-level homes for families, and to do so on smaller, more urban lots. In this context, the impact of smaller yards is mitigated by including more community space and parking. The benefit is a housing product in very short supply in the City of Vancouver.

Minimum Lot Size Adjustment:

As noted above, three of proposed lot are also just under the minimum lot size of 1,500 square feed. The requested adjustment would decrease the minimum lot size from 1,500 sf to 1451 sf for those three lots. Those three lots are all internal units on the four plexes proposed on the north side of the project on the 28th Street frontage. As interior lots on a 4-plex the adjustment will not be noticeable and will have no adverse effect on any surrounding property.

Maneuvering space for driveways and alleys



Driveway depths are proposed at 18 feet off of the alleys. Table 20.420-050, note #4 explains there must be a minimum of 20 feet of maneuvering space from entrance edge of garage/carport to approved edge of alley. Because the alleys have been widened from 16 feet to 20 feet for emergency vehicle requirements this standard cannot be met. There is still 38 feet of maneuvering area for cars to turn across the alley and into their garages. The proposed 18 foot deep driveways and 20 foot wide alleys will provide the same maneuvering areas as the narrow lot 16 foot wide alley and 20 foot deep driveways. All three of the approval criteria have been satisfied for this requested adjustment.

ZERO LOT LINE (20.910.050, 20.910.050.A)

The project incorporates the zero lot line provisions contained in 20.910.050. 20.910.050.A states the minimum setback on the adjacent lot to the zero-setback side yard lot shall be either zero or 5 feet. The proposal will meet the requirement of that code section by recording the required easements and covenant and incorporating the required building design provisions.

Front yard and rear yard setback requirements in the base zone setback shall not apply to structures on the interior of the project except that any garage facing a street shall be set back a minimum of 18 feet from the front or side street property line.

All buildings will meet the front and rear yard setback standards as modified by the narrow lot standards (including allowance of front-porch encroachment into the setback) and the zero lot line standards.

All other provisions of the base zone shall apply except as modified pursuant to this Chapter, except for maximum height for which a variance shall be sought, as governed by Chapter 20.290 VMC.

112TH AVENUE CORRIDOR DISTRICT (VMC 20.691)

- This project falls within the 112th Avenue Corridor District and the project complies with the goals, objectives and design guidelines of the corridor plan. Affordable single-family housing was identified in the corridor plan as a high demand use for the future. This project will help meet that future need. This project is providing open space that also complies with the corridor goals. Pedestrian and vehicular cross-circulation were also identified as important objectives within the corridor. This project provides a pedestrian connection to the east and to the north. The project connects to 112th Avenue via Four Seasons Lane and NE 23rd Street. The applicant has worked with city staff to address the corridor plan goals.
- This project enhances the character and identity of the 112th Corridor Subarea and improves property values all around.
- The site design incorporates several of the applicable design guidelines into the overall plan, including building placement, common open space, access, green street, sidewalks, pedestrian connections, building design and landscaping and meets the intent of the 112th Corridor Design Guidelines.
- The proposed street pattern, frontage design, proposed location for the majority of on-site parking and building orientation all help to create an active and safe pedestrian environment, enhance the appearance of internal streets, and mitigate the visual impacts of parking.
- Pocket parks a green street and a variety of housing types are proposed with this development, all of which enhance its consistency with the Plan and the Design Guidelines.

ARCHAEOLOGICAL RESOURCE PROTECTION (VMC 20.710)

- The purpose of this ordinance is to encourage the identification and preservation of cultural, archaeological, and historic resources consistent with the Growth Management Act of 1990 as well as the Vancouver Comprehensive Plan. This project is located within an area of high probability for discovery of archaeological resources; the site is over 5 acres in size. The archaeological predetermination was prepared by a profession archaeologist as defined by the



state of Washington in RCW 27.53.030(8). The predetermination survey was negative of any findings. No additional site work is required. However, if any cultural or historical resources are discovered during construction activity, construction shall cease until a qualified archaeologist assesses the find. This applicant will contact all applicable authorities.

CRITICAL AREAS PROTECTION (VMC 20.740)

No wetland, habitat or critical areas exist on site.

TREE CONSERVATION (VMC 20.770)

- The site contains a few existing street trees around the perimeter of the site as well as grasses. A Level IV Tree Plan is included with this application. Most of the grasses on the site will be removed to accommodate the grading activities required to develop the site. All possible trees will be preserved on NE Angelo Drive and adjacent streets.

SEPA (VMC 20.790)

- A SEPA Checklist is included with this application.

IMPACT FEES (VMC 20.915)

- Transportation impact fees will be paid with development at a rate of \$223 x the number of average daily trips x .85.
- Overlay transportation impact fees will be paid with development at a rate of \$10 x the number of average daily trips x .85.
- School impact fees will be paid with the development at a rate of \$6,100 per single family unit and \$7,641 per multi-family unit.
- Park impact fees will be paid with the development at a rate of \$2,142 per single family unit and \$1,565 per multi-family unit.
- Impact fees are due at the time of building permit or as required by the City.

LANDSCAPING (VMC 20.925)

- Landscape area of 10% or more is required.
- Street trees and vision clearance triangles are shown along public streets.
- A Landscape/Level IV Tree Plan is included in this application which demonstrates compliance with the landscaping requirements.

PARKING AND LOADING (VMC 20.945)

- A minimum of one parking space per single-family dwelling unit is required. All homes in the project will have alley-load 2-car garages. Of the 114 total dwelling units, 70 (62%) will also have 2-car parking aprons off the alley. The other 44 (38%) will have just the 2-car garage directly off the alley. New on-street parking on internal private roadways will provide 49 more spaces for residents and guests. There will be an additional 59 parking spaces in off-street tracts owned and maintained by a homeowner's association. Overall, there will be 467 parking spaces for the 114 units, including the combined 108 on-street and guest parking spaces; a ratio of .95 guest spaces for each of the proposed 114 dwelling units.

SIGNS (VMC 20.960)

- No signs are proposed at this time. Any plans for a future sign will adhere to the standards found at VMC 20.960.

SOLID WASTE DISPOSAL AND RECYCLING (VMC 20.970)



- Each individual lot will bring their own waste containers to the curb for pickup. Final Site Plans will show locations for waste containers and demonstrate that there are no conflicts with driveway spacing.
- Trash and recycling trucks can maneuver the roads of this project.
- Trash and recycling will be picked up via the alleys of this project.

NARROW LOTS (VMC 20.927)

- The location, size, and design of features including driveways, public and private utilities (fire hydrants, sewer, utilities, garbage collection, etc.), on-street parking spaces, street trees, existing trees, light poles, common mailboxes, street signs, etc., were considered in the design of the development and, as shown in the proposed plans and other submitted materials, coordinated to eliminate and minimize conflicts (VMC 20.927.040(1)) with one another and meet minimum spacing. Adequate guest parking is provided.
- Alley access to driveways (encouraged in both the narrow lot standards and 112th Avenue Subarea Plan) is provided for all of the proposed lots, which qualifies the project for incentives available under VMC 20.927.050.

STREET AND DEVELOPMENT STANDARDS (VMC 11.80)

NE 28th Street

- NE 28th Street is designated a 4-Lane Minor Arterial with center left-turn and bike lanes and is fully improved. No additional street width is required. Detached sidewalk, planting strip and storm drainage will be installed per City of Vancouver standards. The existing street lights and power poles along NE 28th Street will remain in place. A 20 foot building setback is required off of the high transmission power lines. A 5 foot right-of-way dedication will take place with the final plat. The half width for NE 28th Street will be 50 feet. The existing attached sidewalk will be removed and replaced with a meandering detached sidewalk. The meandering sidewalk is placed in a 20 foot wide open space easement. A wider planter strip will be located behind the right-of-way and existing curb. The front doors and walkways will connect to the meandering sidewalk for the northern 32 units. No stormwater changes are necessary or are proposed to NE 28th Street.

NE Angelo Drive

- NE Angelo Drive is designated a Neighborhood Circulator which requires a minimum 27' half-width right-of-way and 18' paved street full-width per City Standard Plan T10-14. The existing street includes curb, gutter, stormwater facilities, ADA ramps, planting strip and detached sidewalks. If street lighting is required, street lights will be installed per the Clark Public Utilities design. No additional intersections are proposed onto NE Angelo Drive. Improvements will be made to the existing intersection at the southeast corner of the site. No stormwater changes are necessary or proposed to NE Angelo Drive.

NE Four Seasons Lane

- NE Four Seasons Lane is designated as a 3-Lane Collector Arterial with bike lanes which requires a minimum 35 feet half width right of way and 23 feet paved street half-width per City Standard Plan T10-12. No additional street width is required. Detached sidewalk, planting strip and storm drainage is required. The applicant has requested to maintain the existing attached sidewalk along their 150 +/- foot frontage of NE Four Seasons Lane. This is necessary due to the existing city stormwater swale which is located behind the sidewalk and in existing easements on the project site. This stormwater facility is not being touched with this project. A road modification has been requested for this proposal.



Green Street

- The proposed “Green Street” is a unique design characteristic intended to serve as unifying infrastructure element that opens the center of the project to active uses beyond those found on a typical city roadway. As presented, the roadway is intended to be constructed at-grade between the homes on either side so that there are no curbs. The roadway will accommodate one-way traffic (south to north with signage at both ends) through the site on a 16 foot wide pavement (possibly stamped concrete) or paver section. Sixteen feet of pavement will allow for through traffic and temporary stopping for loading, unloading and deliveries. An 8 foot wide planting strip will border each side of the 16 foot wide at-grade pavement section and, outside of that, 6 foot wide concrete sidewalks will run on each side of the road, providing access to the walkways and front porches on the houses.

Use of the roadway by residents or guest of the project will be governed by a homeowners association, with the intent that the green street will be used primarily for deliveries and loading and unloading, but not for through traffic or any long-term parking. Speed limits will also be enforced by the HOA. The intent is to create a shared space that will accommodate access needs but where it is also safe to meet, play and otherwise recreate in the whole street, from sidewalk to sidewalk.

Interior Roadways

- Interior roadways will be private and will meet the minimum requirements for emergency and service providers. The proposed private streets will be consistent with the existing private street on the adjacent senior living facility. Two sizes of primary private roads will provide 28-36 feet of pavement. Two types of private alleys will be provided on the site. A 20 foot wide alley will provide emergency vehicle access and additional maneuvering area. A 16 foot wide “Narrow Lot Alley” will provide for access to the units in the northeast corner of the project where garage access is only taken off of one site. The road sections are detailed out on the street plan submitted with the PUD application package.

Existing Private Driveway/Street

- Frontage improvements will be installed along the west side of the existing private driveway/street of the adjacent senior living facility, to include attached sidewalk, street lighting, ADA ramps and storm drainage.
- The existing Private Road on the east side of the project is shared with the senior living center. An existing reciprocal cross access easement per AFN 3293633 provides for a varied width easement which covers the existing asphalt road, parking areas and sidewalks. The width of the easement varies from 27-65 feet. No parking fire lane curb paint currently exists on the east side of the shared drive aisle. With the proposed 36 foot wide asphalt road section parking will be available on both sides of the eastern private road. Portions of the NPFL curb paint may be removed on the senior living property. The southern 150 feet of the east private road reduces down to 32 feet of asphalt.

Driveways

- All driveways and garage access will be off of alleyways.
- 70 of the lots in the project have two car driveways. Most of the driveways measure 18 feet wide by 18 feet deep. Six corner lots have a reduced depth parking space on one side of their driveway. These corner units essentially have a compact parking space and a full size parking space. Making sure the owners do not park across the drive aisles and alleys will be an HOA enforcement task.



Road Modifications (VMC 11.80.160)

This project currently has three road modifications to address:

- Connecting the proposed utilities to the existing utilities in NE 28th Street and in NE Four Seasons Lane. A road modification has been asked for in the pre-application conference report if road cuts in NE 28th Street and in NE Four Seasons Lane will happen prior to September 2019. We do not believe that horizontal construction will begin prior to this date, so a road modification is not relevant.
- Driveway edge setbacks to property lines (Transportation Standard Plan T04-12). While demonstration of compliance with this standard plan is not required for approval of the narrow zero-lot-line lots included in the proposed plat under VMC 20.917.050.A, the applicant has, nonetheless, submitted a roadway modification to address the subject transportation standard plan. If this roadway modification is not approved, then, pursuant to the city code incentivizing alley access, the plat may still be approved.
- The applicant requests to maintain the attached sidewalks along the small portion of Four Seasons Lane at the northeastern corner of the project. Due to the existing stormwater facility, road improvements, street lights and existing easements on the project site the impacts created by reconstructing detached sidewalk for ~150 feet are too great. The stormwater facility cannot be pushed any further west without creating impacts to the buildable area on-site. The existing attached sidewalks are up and down the majority of Four Seasons Lane. Existing crosswalks and pedestrian paths are set in this area. There are a number of dry utilities located behind the sidewalk along with city signs and infrastructure.

Please see the road modification application and supporting materials for additional information and demonstration of compliance with all applicable criteria required for approval.

TRANSPORTATION CONCURRENCY (VMC 11.80)

Trip Generation Estimate

Land Use	ITE Code	Size (units)	Weekday Daily Trips	Weekday AM Peak Hour Trips			Weekday PM Peak Hour Trips		
				Total	In	Out	Total	In	Out
Proposed Site Development									
Single Family Detached Housing	210	112	1,066	85	21	64	112	71	41

Please refer to the traffic study produced by Kittelson and Associates for additional information.

FIRE (IFC AND VMC 16)

- A fire apparatus access route has been provided by the internal streets in the development. No "Parking Fire Lane" signage will be placed on all internal roads where required, for example cul-de-sac's, hydrants, and in the vicinity of intersections.
- New fire hydrants will be provided throughout the development in accordance with fire regulations. Hydrant locations will be determined throughout the review process and with coordination between SGA and the fire marshal and city water staff.

WATER, SANITARY SEWER AND STORMWATER MANAGEMENT (VMC 14)

- Water. Water will be connected to the existing 8" DI water stub in NE Angelo Drive. 8" DI water extended to and through the site, connecting to the existing 8" DI stub near the northeastern

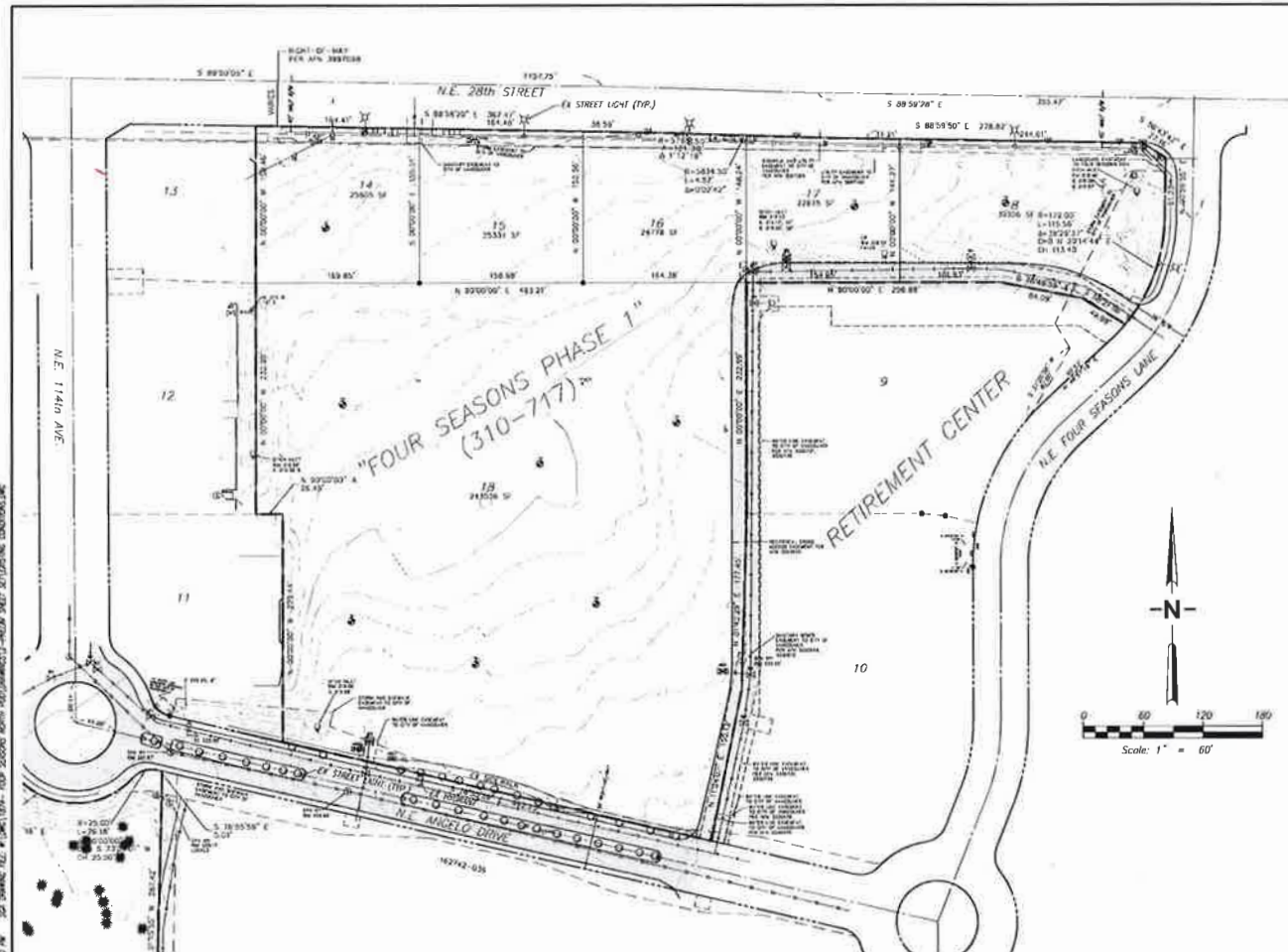


property corner as well as the two 8" DI stubs on the west side of the property, as required by the City of Vancouver. Laterals to water meters will be provided for each lot.

- Sewer. New public sewer mains will be extended through the site and new service laterals will be provided for each lot. Sewer will connect at NE Angelo Drive and the connection to the existing sanitary mains to the west. Traditional gravity sewer will provide service to the development.
- Stormwater. Runoff treatment and flow control will comply with the stormwater requirements under the Vancouver Municipal Code for Stormwater Management. Stormwater will be managed on the site using bioretention areas or Stormfilter catch basins for the surface water treatment and infiltration trenches/drywells for flow control. If the on-site systems are exceeded, runoff will continue to follow the predeveloped path to existing stormwater facilities in NE Four Seasons Lane, NE Angelo Drive or NE 28th Street.
- Erosion Control. Erosion control measures will be in place to prevent sediment from being tracked onto adjacent roads by construction equipment. Erosion control measures will also be in place to protect infiltration systems and catch basins from sediment.

Please see the application and all materials submitted in support of this application for additional documentation and contact Phil Wuest at 360-768-5032 for additional information or clarification.





FOUR SEASONS NORTH P.U.D. SUBDMISION

APPLICANT:
GIRL DEVELOPMENT, LLC
ATTN: PHIL NUEST
7223 HAZEL DELL AVENUE
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EM: p.n@girlngrp.com

CONTACT PERSON:
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VANCOUVER, WA 98663
PH: 360-993-0911
FX: 360-993-0912
EW: STAYLOR@SUGAENGINEERING.COM

EXISTING PARCEL NUMBERS	162742-014, 162742-026, 162742-029, 162743-030, 162743-032, 162742-034
CURRENT USE	VACANT LAND
ZONING DESIGNATION	R-22
GROSS SITE AREA	8.77 ACRES 281,889 S.F.
TRANSIT ROUTES	C-TRAN TRAVELS ALONG NE 2014 STREET
EXISTING WATER AND SEWER	EXISTING LOTS ARE SERVED BY CITY OF VANCOUVER SEWER & WATER.

EXISTING CONDITIONS DISCLAIMER

THE FILING CONDITIONS SHOWN ON THIS PLAN WERE OBTAINED FROM INFORMATION PROVIDED BY KPF SURVEYING AND PUBLIC SOURCES. SGA ENGINEERING, PLLC DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION.



CIVIL ENGINEERING ~ LAND PLANNING
DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE

EXISTING CONDITIONS

*FOUR SEASONS NORTH
P.U.D. SUBDIVISION*

WASHINGTON

CITY OF VANCOUVER

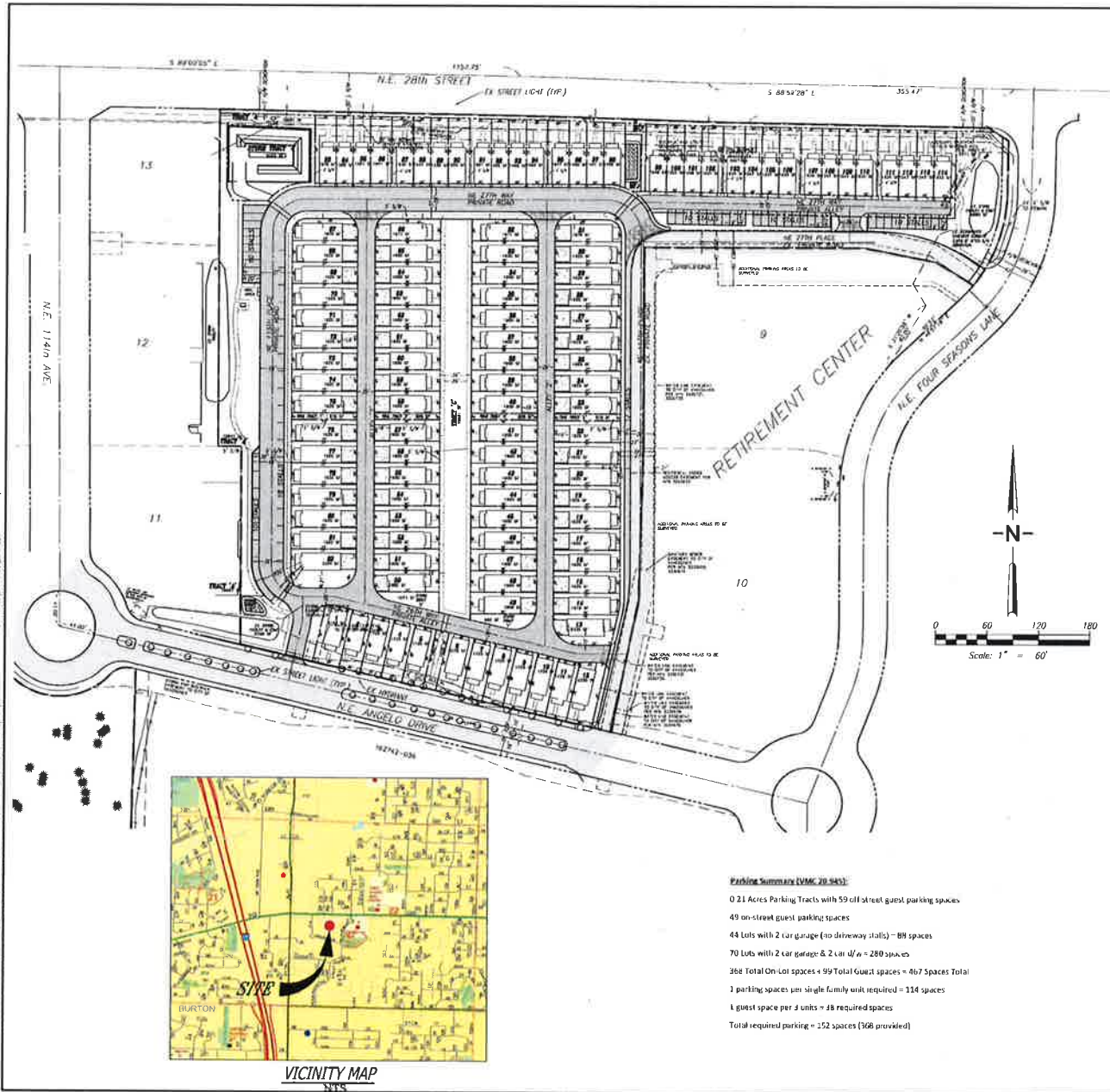
PRELIMINARY

REVISIONS

DESIGNED BY: SAT,SEM
DRAWN BY: SAT,SEM
CHECKED BY: JTM
SCALE: 1" = 60'

JOB NUMBER 1874	SHEET PRE1.0
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© 2015 ENGINEERING & DESIGN, INC. - DATE PLOTTED: May 26, 2015 - 10:40 AM - 150 DYNAMIC PLOT - FOUR SEASONS NORTH PUD SUBDIVISION - PRELIMINARY PLOTTING



VICINITY MAP

Parking Summary (VMC 20.543):

0.21 Acres Parking Tracts with 59 off-street guest parking spaces
 49 on-street guest parking spaces
 44 Lots with 2 car garage (no driveway stalls) = 88 spaces
 70 Lots with 2 car garage & 2 car lift = 280 spaces
 386 Total On-Lot spaces + 99 Total Guest spaces = 485 Spaces Total
 1 parking spaces per single family unit required = 114 spaces
 1 guest space per 3 units = 18 required spaces
 Total required parking = 132 spaces (368 provided)

FOUR SEASONS NORTH P.U.D. SUBDIVISION
 BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH,
 RANGE 2 EAST OF THE WILLAMETTE MERIDIAN CLATSOP COUNTY, OREGON
 PRELIMINARY P.U.D. SUBDIVISION APPLICATION
 MARCH 2015

APPLICANT:
 GWA DEVELOPMENT, LLC
 ATTN: PHIL NUEST
 7223 HAZEL DELL AVENUE
 VANCOUVER, WA 98685
 PH: 360.508.5038
 EM: phil.nuest@gwa.com

PROPERTY OWNERS:
 FOUR SEASONS PLACE, LLC
 100 E WALKER BLVD SUITE 500
 VANCOUVER, WA 98660
 PROPERTY ADDRESSES:
 11511, 11521, 11501, 11515, 11605
 NC 28TH ST
 2778 NE FOUR SEASONS LANE
 VANCOUVER, WA 98682, 98684

CONTACT PERSON:
 SCA ENGINEERING, PLLC
 ATTN: SCOTT WALKER
 2035 BROADWAY STREET
 VANCOUVER, WA 98663
 PH: 360.593.0911
 FX: 360.593.0912
 EM: scott@scengineering.com

EXISTING SITE INFORMATION

EXISTING PARCEL NUMBERS
 182742-014, 182742-026, 182742-029,
 182742-030, 182742-032, 182742-034

CURRENT USE
 VACANT LAND

ZONING DESIGNATION
 R-22

GROSS SITE AREA
 8.77 ACRES 381,069 S.F.

TRANSIT ROUTES
 C-TRAN TRAVELS ALONG NE 28TH STREET

EXISTING WATER AND SEWER
 EXISTING LOTS ARE SERVED BY CITY OF
 VANCOUVER SEWER & WATER

ENVIRONMENTAL CONDITIONS

NONE KNOWN

EXISTING CONDITIONS DISCLAIMER

THE EXISTING CONDITIONS SHOWN ON THIS PLAN WERE OBTAINED FROM INFORMATION
 PROVIDED BY THE APPLICANT AND PUBLIC SOURCES. SCA ENGINEERING, PLLC DOES
 NOT GUARANTEE THE ACCURACY OF THIS INFORMATION.

PROPOSED SITE INFORMATION

PROPOSED USE
 SINGLE-FAMILY RESIDENTIAL (114 LOTS) PUD SUBDIVISION

DEVELOPMENT STANDARDS
 MINIMUM LOT AREA 1,500 SF MIN. ALLOWED
 MINIMUM LOT WIDTH 28' MIN. ALLOWED, 20' PROPOSED
 MINIMUM LOT DEPTH 50' MIN. ALLOWED, 67' PROPOSED
 FRONT YARD SETBACK 10' TO ROW, 18' TO GARAGE
 STREET SIDE YARD SETBACK 10' OR 5'
 INTERIOR SIDE YARD SETBACK 5' MIN.
 REAR YARD SETBACK 10'
 MINIMUM LANDSCAPING 10%
 MINIMUM BUILDING HEIGHT 50'

UTILITY PROVIDERS
 SEWER CITY OF VANCOUVER
 WATER CITY OF VANCOUVER
 ELECTRICAL CLARK PUBLIC UTILITIES

STORMWATER MANAGEMENT
 TREATMENT CITY OF VANCOUVER SHAMROCK
 STORMWATER IS PROPOSED TO BE TREATED USING
 80% RETENTION FACILITIES OR OTHER APPROVED BMP'S
 STORMWATER WILL BE INFILTRATED INTO THE GROUND
 WHERE FEASIBLE OR DETAINED AND RELEASED AT OR
 BELOW PRE-DEVELOPED RATES

PROPOSED SITE AREA SUMMARY

	ACRES	S.F.
GROSS SITE AREA	8.77	381,069
NET SITE AREA (GROSS AREA - H/W & STORM LOTS)	8.74	380,076
AVG. LOT AREA	0.04	1,800
PUBLIC & PRIVATE HIGH-OF-WAY 2.58	112,305	
OPEN SPACE	1.01	44,047

FILLING OF
GROSS SITE



2005 BROADWAY
 VANCOUVER, WA 98663
 PHONE: (360)993-0911
 FAX: (360)993-0912



PRELIMINARY PLAT
FOUR SEASONS NORTH
P.U.D. SUBDIVISION
 WASHINGTON
 CITY OF VANCOUVER

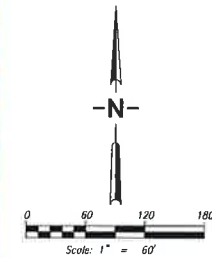
PRELIMINARY

REVISIONS
 REVISED 8-26-19
 REMOVED GREEN
 STREET, BY S.A.T.

DESIGNED BY: SAT, SEM
DRAWN BY: SAT, SEM
CHECKED BY: JTM
SCALE: 1" = 60'

JOB NUMBER 1874 **SHEET** PREZ.0

NO ADJUSTMENTS TO THE SIGNING AND STRIPING ARE PROPOSED AT THIS TIME. CONSTRUCTION PLANS WILL CONFIRM ANY NECESSARY ADJUSTMENTS TO LANE CONFIGURATIONS. STRIPING IS SHOWN ON THE SITE PLAN FOR PARKING AREAS AND THE PRIVATE STREETS.



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S&S
ENGINEERING & DESIGN
CIVIL ENGINEERING - LAND PLANNING
DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE

2005 BROADWAY
VANCOUVER, WA 98663
PHONE (360)993-0911
FAX (360)993-0912



PRELIMINARY SIGNING & LANE CONFIGURATION PLAN

**FOUR SEASONS NORTH
P.U.D. SUBDIVISION**

CITY OF VANCOUVER WASHINGTON

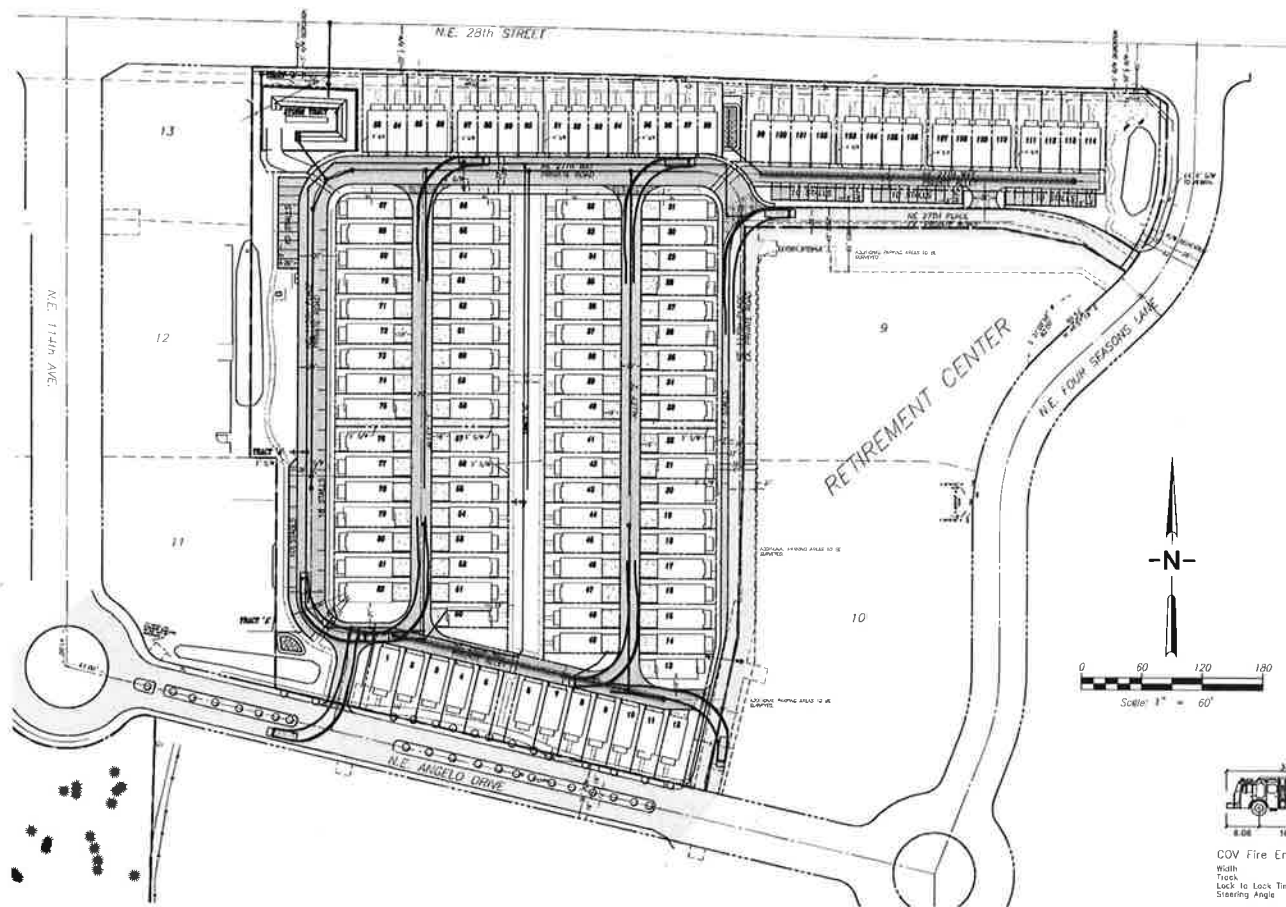
PRELIMINARY

REVISIONS

DESIGNED BY: SAT, SEM
DRAWN BY: SAT, SEM
CHECKED BY: JTM
SCALE: 1" = 60'

JOB NUMBER SHEET
1874 PRE7.0

© SDC ENGINEERING PLLC - DATE PLOTTED: Aug. 28, 2015 - 11:49 AM SDC DRAWING FILE: \\LUNY\LAN- FOUR SEASONS NORTH PRELIMINARY-1874.DWG SDC PROJECT FILE: \\LUNY\LAN- FOUR SEASONS NORTH PRELIMINARY-1874.DWG SDC PROJECT FILE: \\LUNY\LAN- FOUR SEASONS NORTH PRELIMINARY-1874.DWG



FIRE NOTES

RED CURB WITH WHITE 4" BLOCK LETTERING & 1/2" STROKES EVERY 20' AND AT CHANGES IN DIRECTION, LETTERING ON THE VERTICAL FACE OF THE CURB.

PROPOSED FIRE HYDRANT

TRASH/RECYCLING VEHICLE TURNING MOVEMENTS
TRASH/RECYCLING VEHICLES CAN UTILIZE THE SAME PATHWAY
AS THE FIRE TRUCK SHOWN ON THE PLAN.



CIVIL ENGINEERING - LAND PLANNING
DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE

3005 BROADWAY
VANCOUVER, WA 98663
PHONE: (360)993-0911
FAX: (360)993-0912



PRELIMINARY FIRE RESPONSE PLAN

FOUR SEASONS NORTH P.U.D. SUBDIVISION

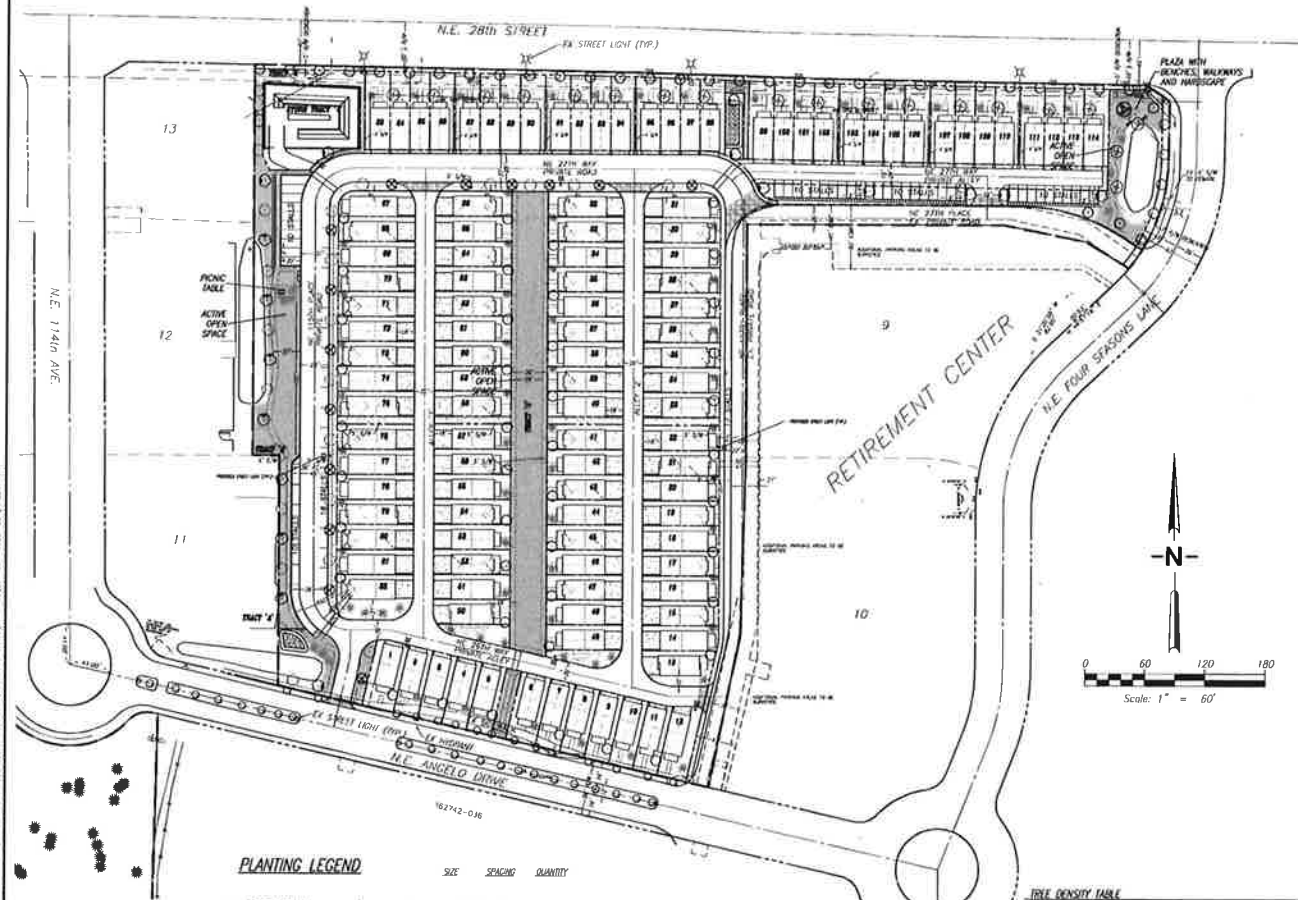
CITY OF VANCOUVER WASHINGTON

PRELIMINARY

REVISIONS

DESIGNED BY: SAT, SEM
DRAWN BY: SAT, SEM
CHECKED BY: JAI
SCALE: 1" = 60'

JOB NUMBER 1874 SHEET PRE8.0



PLANTING LEGEND

	SIZE	SPACING	QUANTITY
1. ZELKOVIA SEROTINA 'GREEN VASE' ZELKOVIA 2" CAL. 30' O.C. or approved equal	2"	30' O.C.	17
2. CORYLUS KOLSA * FLORIDA 'STELLAR PINK ODOOROD' 2" CAL. 30' O.C. or approved equal	2"	30' O.C.	60
3. ACER RUBRUM 'OCTOBER GLORY MAPLE' or approved equal	2"	30' O.C.	18
4. ACER GREGGIAN 'HARDENHIM MAPLE' or approved equal	1.5"	AS SHOWN	18
5. CHAMAECIPRESS NORTONENSIS 'GREEN ARROW' or approved equal	5-6"	TALL AS SHOWN	28
6. QUERCUS BILORUM 'GOLDEN' or approved equal	1.5"	AS SHOWN	13
7. PSEUDOTSUGA MENDENSIS 'DOUGLAS FIR' or approved equal	5-6"	TALL AS SHOWN	18
8. ILEX CHAMAECIPRESS 'HOLLY' or approved equal	1"	SALEW AS SHOWN	228
9. TURF GRASS or approved equal	N/A	AS SHOWN	18,817 SF

LANDSCAPE NOTES

LANDSCAPING SHALL BE WATERED WITH AN IRRIGATION SYSTEM CAPABLE OF SUSTAINING THE PLANTINGS IN A HEALTHY CONDITION YEAR AROUND.

TREES AND OTHER PLANTINGS SHALL BE PRUNED, WATERED, FERTILIZED AND MAINTAINED IN A HEALTHY CONDITION.

APPROXIMATE LOCATIONS FOR TREES ARE SHOWN ON THE PLAN. EXACT LOCATIONS TO BE DETERMINED BY DEVELOPER OR BUILDER AFTER CONSTRUCTION OF DRIVEWAYS, SIDEWALKS AND BUILDINGS.

TREE DENSITY TABLE

NET SITE AREA (GROSS AREA - R/W AND STORM FACILITIES)	0.77 ACRES
TREE UNITS REQUIRED PER ACRE	30
TREE UNITS REQUIRED	23.1
EXISTING TREE UNITS RETAINED	0
ADDITIONAL TREE UNITS REQUIRED	23.1
ADDITIONAL TREE UNITS PROVIDED	188

TITLE AND NARRATIVE

TREES IN THE PUBLIC RIGHT OF WAY SHALL BE INSTALLED BY DEVELOPER OR BUILDER PRIOR TO ISSUING OF OCCUPANCY PERMIT FOR LOT ADJACENT TO RIGHT OF WAY IN QUESTION.

TREES ON INDIVIDUAL LOTS SHALL BE INSTALLED BY DEVELOPER OR BUILDER PRIOR TO ISSUING OF OCCUPANCY PERMIT FOR SAID LOT. TREES ARE EASILY DAMAGED DURING CONSTRUCTION AND SHOULD NOT BE INSTALLED UNTIL AFTER ALL DRIVEWAYS, SIDEWALKS AND HEAVY CONSTRUCTION ACTIVITIES ARE COMPLETED.

TREES SHALL BE WATERED AND MAINTAINED IN A HEALTHY CONDITION YEAR ROUND. EXISTING TREES SHALL BE PROTECTED FROM DAMAGE DURING AND FOLLOWING CONSTRUCTION. PRUNING AND OTHER MAINTENANCE SHALL BE PERFORMED BY INDIVIDUAL HOMEOWNERS OF THE HOMEOWNERS ASSOCIATION.

COST ESTIMATE

INSTALLATION COST/ TREE	708 TREES @ \$200 = \$141,600
MAINTENANCE COST/ TREE	308 TREES @ \$40/YEAR X 3 YEARS = \$47,040
TOTAL	\$188,640

COST ESTIMATE IS APPROXIMATE
PROPOSED TREE LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.

OPEN SPACE CALCULATIONS

GROSS SITE AREA: 381,969 SF
OPEN SPACE = 11.53% OF GROSS SITE AREA, MIN. 10% REQ'D.

34,239 SF OF OPEN SPACE
31,331 SF OF ACTIVE OPEN SPACE
8,808 SF OF QUALIFYING STORM FACILITIES
44,047 SF OF TOTAL OPEN SPACE

20,260 D60 C.I.C. STORM FACILITIES MAY COUNT FOR UP TO 50% OF TOTAL REQ. IF NOT FENCED AND VISUALLY ACCESSIBLE FROM ADJACENT OPEN SPACE.

OPEN SPACE IS HATCHED ON THIS SHEET FOR PLANNING PURPOSES.



CIVIL ENGINEERING - LAND PLANNING
DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE

2805 BROADWAY
VANCOUVER, WA 98663
PHONE (360)993-0911
FAX (360)993-0912



SCOTT A. TAYLOR
LICENSE NO. 1247
EXPIRES ON

PRELIMINARY OPEN SPACE PLAN

FOUR SEASONS NORTH P.U.D. SUBDIVISION

WASHINGTON

CITY OF VANCOUVER

PRELIMINARY

REVISIONS

DESIGNED BY: SAT,SEM
DRAWN BY: SAT,SEM
CHECKED BY: JTM
SCALE: 1" = 60'

JOB NUMBER
1874

SHEET
PRE9.0



July 25, 2019

**Notice of Application, Public Hearing, and
Optional SEPA Determination of Nonsignificance
Four Seasons North Planned Development
PRJ-161559/LUP-73694**

Request: Planned development and subdivision for a 114 lot single-family residential development. The site carries a zoning designation of R-22.

The application was submitted April 2, 2019, and deemed fully complete July 11, 2019.

Location: Tax Lots 162742034, 162742026, 162742028, 162742030, 162742032, and 162742014 located in the SW Quarter of Section 22, Township 2N, Range 2E of the Willamette Meridian

Applicant/Contact: Ginn Group, LLC, Phil Wuest, 7223 NE Hazel Dell Ave., Vancouver, WA 98665

Owner: Four Seasons Place, LLC, 400 E Mill Plain Blvd. #500, Vancouver, WA 98660

Public Hearing Scheduled Land Use Hearing conducted by the Hearing Examiner
Tuesday October 15, 2019, 6 p.m.
Council Chambers, 2nd Floor of City Hall
415 W. 6th Street, Vancouver, WA

Under the authority of VMC 20.790.230, the City of Vancouver will use the optional combined determination of nonsignificance (DNS) and notice of application process. Based on the initial review of the proposed project, the City of Vancouver expects to issue a DNS on the proposal, finding the project will not create probable significant adverse environmental impacts.

The comment period for the notice of application may be the only opportunity to comment on the environmental impacts of the proposal. The proposal may include mitigation measures under applicable codes, and the review process may incorporate or require mitigation measures regardless of whether an environmental impact statement is prepared.

Comments on the project received before 4 p.m., Aug. 26, 2019, will be incorporated into the staff report; comments received after that date will be presented at the hearing.

This notice is intended to inform potentially interested parties about the threshold determination and the public hearing, and to invite them to appear before the hearing examiner, to offer oral testimony, or to submit written statements for the record. A decision by the hearing examiner may be appealed to City Council by the applicant or any aggrieved person. Such an appeal must be in writing and be filed with Community and Economic Development Department within 14 calendar days after the hearing examiner's decision is mailed. In the absence of such appeal, the examiner's decision shall be final and conclusive.

Procedural appeals to the SEPA determination shall be filed in writing within 14 calendar days following the last day of the comment period. The hearing examiner's decision of the SEPA procedural appeal shall be final and not subject to further administrative appeal.

Substantive SEPA appeals shall be filed in writing within 14 calendar days of the issuance of staff's decision approving, conditioning, or denying the project.

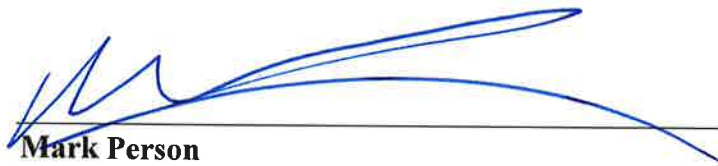
A copy of the final determination may be obtained upon written request. Please include any one of the project numbers listed.

Information regarding this application may be examined at the Permit Center, located at 415 W. 6th Street, Vancouver, WA, Monday through Friday between the hours of 9 a.m. and 12:30 p.m. and 1:30 p.m. and 4 p.m.

Case Manager: Mark Person, Senior Planner 360-487-7885

E-mail: mark.person@cityofvancouver.us

Mailing Address: Community & Economic Development Dept., PO Box 1995, Vancouver, WA 98668



Mark Person

7/25/19
Date

Coverage of this hearing is being cablecast live on Clark/Vancouver Television Channel 23, Comcast Cable Television System. For replay dates and times, please check newspaper listings or telephone 360-487-8703.

Vancouver City Hall is served by C-Tran Route.. For schedule information, telephone C-Tran, 360-695-0123 or visit www.c-tran.com.

**SUBMIT TO:**

City of Vancouver
Community & Economic Development
415 W. 6th ST
Vancouver, WA 98660
www.cityofvancouver.us

SEPA ENVIRONMENTAL CHECKLIST**WAC 197-11-960**

Property Owner: Four Seasons Place, LLC Telephone: 360-768-5032
(Print or Type Name)

Mailing Address: _____
(No., City, State, ZIP)

Applicant: Ginn Development, LLC Phil Wuest Telephone: 360-768-5032
(Print or Type Name)

Mailing Address: 7223 NE Hazel Dell Avenue Vancouver, WA 98665
(No., City, State, ZIP)

Relationship to Owner: Applicant

Tax Assessor Serial Number(s): 162742-014, 162742-026, 162742-028, 162742-030, 162742-032, 162742-034

Legal description: Lot(s) _____ Block(s) _____ Plat name Four Seasons Phase 1
(If a Metes and Bounds description, check here ☐, and attach narrative to this application.)

Site Address (if any): _____

② Include 8½" x 11" copies of ☐Quarter Section Map, ☐Topographic Map, ☐ Scaled Site Plan. Delineate site on maps.
Notice to Applicants: You must use the current revision of this form or your application will not be accepted. If you use our disk version of this form (MS Word 6.0) you may not alter the format. Make sure you have the current version before submittal.

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants: [help]

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [help]

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements—that do not contribute meaningfully to the analysis of the proposal.

A. BACKGROUND [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)
Four Seasons North PUD Subdivision
2. Name of applicant: [\[help\]](#)
Ginn Development, LLC Phil Wuest
3. Address and phone number of applicant and contact person: [\[help\]](#)
7223 NE Hazel Dell Avenue
Vancouver, WA 98665
360-768-5032
4. Date checklist prepared: [\[help\]](#)
7223 NE Hazel Dell Avenue Vancouver, WA 98665
March 18, 2019
5. Agency requesting checklist: [\[help\]](#)
City of Vancouver
6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)
Spring 2020
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)
None known.
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#)
The project will be designed and developed in accordance with state & local requirements for stormwater management, erosion control, and any other environmental standards.
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [\[help\]](#)
None known at this time.
10. List any government approvals or permits that will be needed for your proposal, if known. [\[help\]](#)
Clark County Health Department Review & City of Vancouver planning, engineering, and construction approvals and permits.
11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [\[help\]](#)
This project proposes to develop 114 single family attached and detached residential lots.
12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [\[help\]](#)
11511 NE 28th Street, Vancouver, 98684 SW 1/4 of Section 22, T2N, R2E

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)**1. Earth**

- a. General description of the site [\[help\]](#)
(circle one): Flat, rolling, hilly, steep slopes, mountainous,
other _____
- b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#) Less than 5%
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [\[help\]](#)
Hillsboro Loam (HIB & HIC)
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)
None known.
- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)
Grading for the development is estimated to move approximately 10,000 cubic yards of soil. More accurate quantities will be available following final engineering.
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)
Yes, heavy rain or wind during construction could cause erosion. The project will implement appropriate erosion control measures.
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [\[help\]](#)
Approximately 75%
- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)
The project will comply with applicable city and state erosion control measures. Measures to control erosion may include but are not limited to: silt fencing, mulching, seeding, inlet protection etc...

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)
Air may get dusty during construction when the weather is dry. Construction vehicles & equipment with gasoline powered engines will emit exhaust. Odorous fumes will be released from asphalt paving and painting.
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)
None known.
- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)
Erosion control measures will help to control dust.

3. Water

a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)
No.
- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)
No.
- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)
N/A
- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)
No.
- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)
No.
- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)
No.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)
Ground water will not be withdrawn. Stormwater will be treated and infiltrated on site using approved BMP's. Quantity varies depending on rainfall.
- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)
N/A

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [\[help\]](#)

The source of runoff is rainfall. Roof runoff will be infiltrated on site. Pavement runoff will be treated in rain gardens or other approved methods and infiltrated on site.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.
[\[help\]](#)
 In large storm events that exceed the treatment thresholds, oils etc... from pavement may be discharged directly into the overflow system. Sewage will be discharged to public facilities.
- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.
 No
- 4) Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:
 Sewage will be discharged to public facilities. Storm water will be treated and discharged in accordance with the City and State water quality requirements.

4. Plants [\[help\]](#)

- a. Check the types of vegetation found on the site: [\[help\]](#)
☒ deciduous tree: alder, maple, aspen, other
☐ evergreen tree: fir, cedar, pine, other
☒ shrubs
☒ grass
☐ pasture
☐ crop or grain
☐ Orchards, vineyards or other permanent crops.
☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
☐ water plants: water lily, eelgrass, milfoil, other
☐ other types of vegetation
- b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)
 All vegetation in developing areas will be removed. Existing street trees on the south edge of the site will remain.
- c. List threatened and endangered species known to be on or near the site. [\[help\]](#)
 None known.
- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)
 The site will be fully landscaped during development. Native plants will be used when and where appropriate.
- e. List all noxious weeds and invasive species known to be on or near the site.
 None known.

5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: [\[help\]](#)
 birds: hawk, heron, eagle, songbirds, other:
 mammals: deer, bear, elk, beaver, other:
 fish: bass, salmon, trout, herring, shellfish, other:
- b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)
 None known.
- c. Is the site part of a migration route? If so, explain. [\[help\]](#)
 The Pacific Flyway migration route stretches from north from Alaska, south to Mexico, west into the Pacific Ocean, and east to the Rocky Mountains. This site lies within that geographical area.

- d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)
Wildlife habitat on the site is extremely low. The landscape plantings, rain garden plantings, and slope stabilization plantings will provide food and cover for small birds, insects, mammals, and soil organisms.
- e. List any invasive animal species known to be on or near the site.
None known.

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#)
Electricity will be used for powering wall outlets, appliances, and lights in the new homes. Electricity or natural gas will be used to heat the units.
- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. [\[help\]](#)
No
- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)
Buildings will be designed and constructed to meet the most current standards for energy efficiency.

7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. [\[help\]](#)
None known.
- 1) Describe any known or possible contamination at the site from present or past uses.
None known.
- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.
None known.
- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.
None known.
- 4) Describe special emergency services that might be required.
The project will be served by fire, police, and ambulance after completion.
- 5) Proposed measures to reduce or control environmental health hazards, if any:
The site will be served by public water and sewer. Storm water will be treated before it is infiltrated on site.
- b. Noise
 - 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#)
The site is bordered by NE Angelo Drive to the south and NE 18th Street to the north and NE Four Seasons Lane on the east. Some background traffic noise will be ongoing.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [\[help\]](#)

In the short term, noise from construction will come from the site during allowed construction hours. In the long-term, traffic will add a small amount of noise.

- 3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)
Construction noise will be limited to allowed hours. Ongoing noise is not expected to be significant.

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [\[help\]](#)
The site is vacant. The surrounding properties are MX, R-18 and R-22.
- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [\[help\]](#) No.
 - 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:
No
- c. Describe any structures on the site. [\[help\]](#)
None
- d. Will any structures be demolished? If so, what? [\[help\]](#)
N/A.
- e. What is the current zoning classification of the site? [\[help\]](#)
R-22
- f. What is the current comprehensive plan designation of the site? [\[help\]](#)
UH
- g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)
N/A
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [\[help\]](#)
No
- i. Approximately how many people would reside or work in the completed project? [\[help\]](#)
285
- j. Approximately how many people would the completed project displace? [\[help\]](#)
None

- k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)
N/A
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)
The project will be designed to meet the requirements of the City of Vancouver.
- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:
N/A

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)
114 middle income units are proposed.
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)
None
- c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)
N/A

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [\[help\]](#)
50'. The building material will be wood or composite siding.
- b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)
None known.
- c. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)
Landscaping will be used to soften and improve the aesthetics of the site.

11. Light and glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)
Outdoor lighting will be used at night.
- b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)
No
- c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)
There are existing street lights on NE 18th Street and NE Four Seasons Lane.
- d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)
Light fixtures will be shielded to reduce off-site glare.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?
[\[help\]](#)
Endeavor Elementary is just to the east of the project.
- b. Would the proposed project displace any existing recreational uses? If so, describe.
[\[help\]](#)
No
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)
This project will pay park impact fees.

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. [\[help\]](#)
No.
- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)
None known
- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)
N/A
- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.
N/A

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.
[\[help\]](#)
NE Angelo Drive and NE Four Seasons Lane will serve the project.
- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)
C-Tran bus #80 runs along NE 28th Street to the north,
- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)
248 car parking spaces, 228 garage spaces. None will be eliminated.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [\[help\]](#)
Most adjacent streets have existing roadway, curb, detached sidewalks and ADA ramps. Some improvements are proposed for the surrounding streets.
- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[help\]](#)
No.
- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [\[help\]](#)
1,066 ADT. 87 AM Peak (22 in, 65 out), 114 PM Peak (72 in, 42 out)
- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.
No
- h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)
The project will pay traffic impact fees, and comply with transportation concurrency requirements.

15. Public Services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)
The project will add to the need for all of the services mentioned.
- b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#) The project will pay impact fees to offset the additional service costs. The project will also design the project to meet current fire safety regulations.

16. Utilities

- a. Circle utilities currently available at the site: [\[help\]](#)
electricity, natural gas, water, refuse service, telephone, sanitary sewer septic system, other _____
- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [\[help\]](#)
Water & Sewer - City of Vancouver
Telephone - CenturyLink
Electricity - Clark PUD
Gas - NW Natural
Refuse - Waste Connections

C. SIGNATURE [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Philip J. Covert

Name of signee: Philip J. Covert

Position and Agency/Organization: General Counsel

Date Submitted: 3/29/2019

EXHIBIT 6



P.O. Box 1995 • Vancouver, WA 98668-1995
www.cityofvancouver.us

August 28, 2019

**Notice of Final Determination of Nonsignificance
Four Seasons North Planned Development
PRJ-161559/LUP-73694**

The city issued a determination of nonsignificance for this project July 25, 2019; this determination is retained. The city received comments from the Washington State Department of Ecology and Southwest Washington Clean Air Agency. It has been determined the following described project will not have a probable significant adverse impact on the environment. Under the authority of WAC 197-11-330(1) and 197-11-350, a determination of nonsignificance has been issued.

Request: Planned development and subdivision for a 114 lot single-family residential development. The site carries a zoning designation of R-22.

Location: Tax Lots 162742034, 162742026, 162742028, 162742030, 162742032, and 162742014 located in the SW Quarter of Section 22, Township 2N, Range 2E of the Willamette Meridian

Applicant: Ginn Group, LLC, Phil Wuest, 7223 NE Hazel Dell Ave., Vancouver, WA 98665

Property Owner: Four Seasons Place, LLC, 400 E Mill Plain Blvd. #500, Vancouver, WA 98660

Requests to appeal this decision must be made in writing within 14 calendar days after the date the decision is mailed. The letter of appeal shall state the case number designated by the city, the name of the applicant, name and signature of each petitioner, a statement showing that each petitioner is entitled to file the appeal under VMC Chapter 20.210, the specific aspect(s) of the decision and/or SEPA issue being appealed, the reasons each aspect is in error as a matter of fact or law, and the evidence relied on to prove the error. A substantive appeal of the SEPA determination must be filed in conjunction with and within the limitation period applicable to an available administrative appeal of the applicable permit or approval (VMC 20.790.640.D).

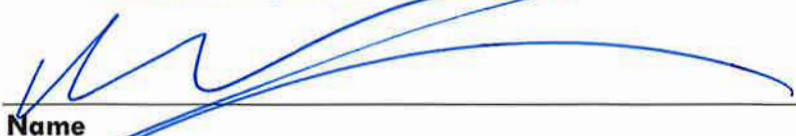
All appeals, along with the required fee, must be received by 4 p.m., Sept. 11, 2019.

Submit the appeal request and fee to Community and Economic Development Department, Permit Center 415 W. 6th Street, or mail to PO Box 1995, Vancouver, WA 98668-1995. Permit Center, located at 415 W. 6th St., Vancouver, WA, Monday through Friday between the hours of 9 a.m. and 12:30 p.m. and 1:30 p.m. and 4 p.m.

Responsible Official: Mark Person, Senior Planner, PO Box 1995, Vancouver, WA 98668

Telephone: 360-487-7885

E-mail: mark.person@cityofvancouver.us


Name _____ Date 8/28/19



CLARK COUNTY WASHINGTON

PUBLIC HEALTH

clark.wa.gov

1601 E Fourth Plain Blvd, Bldg 17
PO Box 9825
Vancouver, WA 98666-8825
360.397.8000

EXHIBIT 7

February 28, 2019

Lisa Harker
Four Seasons Place, LLC
7223 Hazel Dell Avenue
Vancouver, WA 98665

RE: Development Review Evaluation & Final Approval for "Four Seasons North" located at 11511 NE 28th Street, Vancouver, WA 98684 (SR31709; Tax Parcel 162742014, 162742026, 162742028, 162742030, 162742032, 162742034; PRJ-161559)

Lisa Harker:

Clark County Public Health performed a Development Review Evaluation for the project listed above. This evaluation is limited to the area of development proposed in the application.

On-site Sewage Systems (CCC 24.17, WAC 246-272A, CCC 40.370, RCW 58.17):

Public sewer service is proposed and required for this project. No existing on-site sewage system (OSS) was indicated on the application and no existing on-site sewage system was observed in the field or identified in CCPH record.

On-site sewage system components may exist at the site. Any OSS tanks or drywells discovered during development must be properly abandoned per CCC 24.17.210.

The proposed development must be served by public sewer. A copy of the final acceptance letter (or equivalent) from the purveyor shall be submitted with the Mylar (final plat).

Water Systems (WAC 173-160, WAC 246-290, CCC 40.370, RCW 58.17):

Public water service is proposed and required for this project. No existing water well is indicated on the application and no existing water well was observed in the field or identified in CCPH record. However, a standpipe extending 2 to 3 feet below grade was observed in the northwest quarter of parcel 162742034 and does not appear to be a water well.

Water wells may exist at the site. Any well discovered during development must be legally decommissioned by a licensed well driller per WAC 173-160-381. Decommissioned wells must be shown on the final plat.

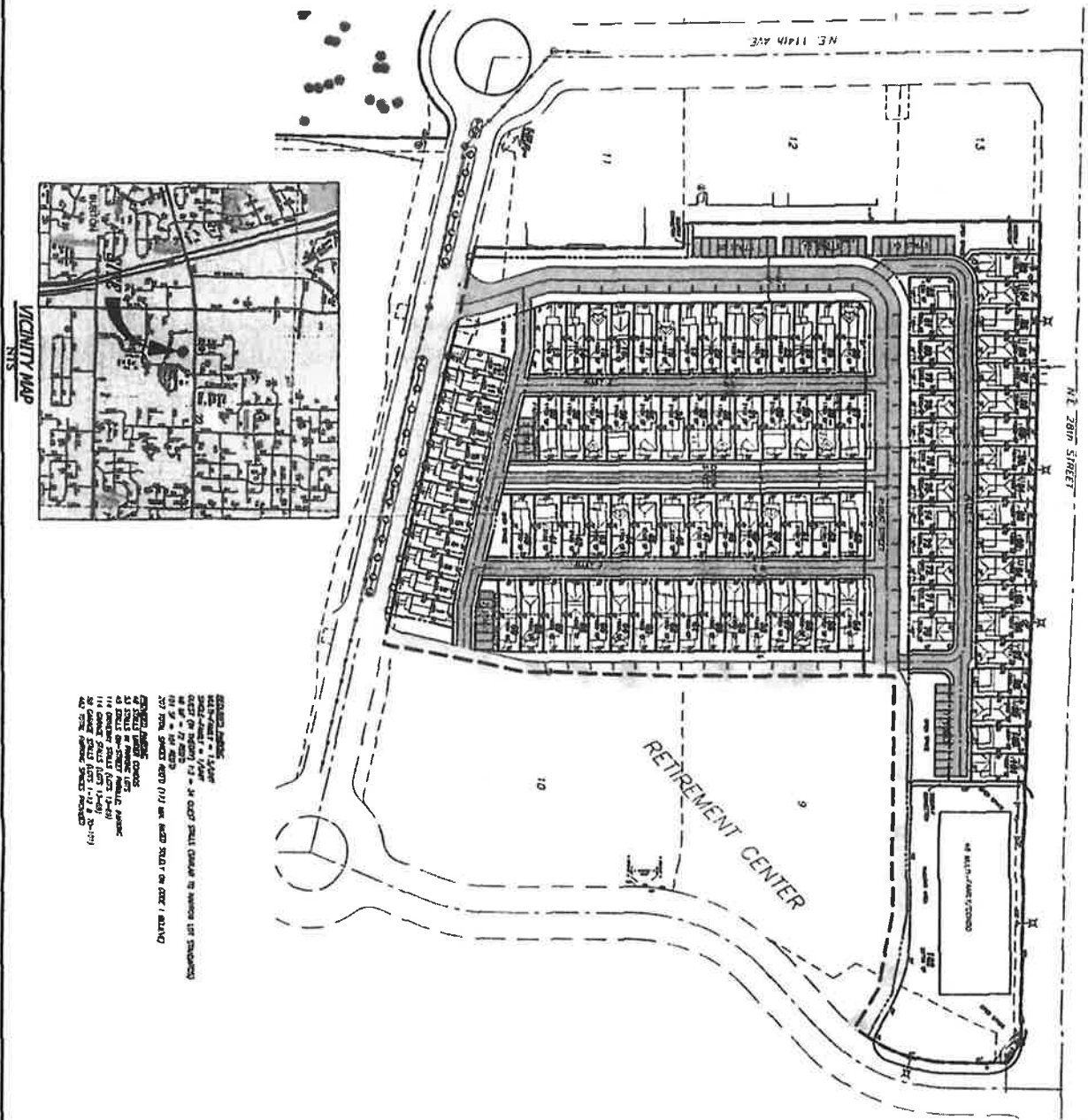
The proposed development must be served by public water. A copy of the final acceptance letter (or equivalent) from the purveyor shall be submitted with the Mylar (final plat).

If you have questions or concerns regarding this evaluation, please feel free to contact me at (564) 397-8428 ext. 7375.

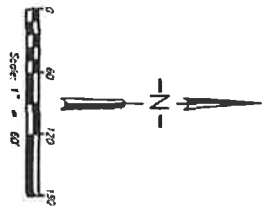
Sincerely,

Drake Amundson
Environmental Health Specialist

Cc: Mark Person, City of Vancouver Community & Economic Development Department



GENERAL NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



FOUR SEASONS NORTH PUD SUBDIVISION

Site Plan of the Subdivision of Section 18, Township 3 North, Range 7 East of the Columbia River, Washington
 Prepared by: SEA ENGINEERING PLLC
 Date: 12/27/2019

Project No: 1874

PROPERTY ADDRESS:
 48th STREET, NE 114th AVE, SEATTLE, WA 98115
 48th STREET, NE 114th AVE, SEATTLE, WA 98115
 48th STREET, NE 114th AVE, SEATTLE, WA 98115
 48th STREET, NE 114th AVE, SEATTLE, WA 98115

GENERAL NOTES:

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PRE-APPLICATION PLAT

FOUR SEASONS NORTH PUD SUBDIVISION

CITY OF VANCOUVER

WASHINGTON



NO.	REVISION	DATE
1	1874	12/27/2019

EXHIBIT 8



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

August 23, 2019

Mark Person, AICP, Senior Planner
City of Vancouver
Community & Economic Development
PO Box 1995
Vancouver, WA 98668

Dear Mark Person:

Thank you for the opportunity to comment on the optional determination of nonsignificance/notice of application for the Four Seasons North Planned Development Project (PRJ-161559, LUP-73694) as proposed by Ginn Group, LLC. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

SOLID WASTE MANAGEMENT: Derek Rockett (360) 407-6287

All grading and filling of land must utilize only clean fill. All other materials may be considered solid waste and permit approval may be required from your local jurisdictional health department prior to filling. All removed debris resulting from this project must be disposed of at an approved site. Contact the local jurisdictional health department for proper management of these materials.

**WATER QUALITY/WATERSHED RESOURCES UNIT:
Chris Montague-Breakwell (360) 407-6364**

Erosion control measures must be in place prior to any clearing, grading, or construction. These control measures must be effective to prevent stormwater runoff from carrying soil and other pollutants into surface water or stormdrains that lead to waters of the state. Sand, silt, clay particles, and soil will damage aquatic habitat and are considered to be pollutants.

Any discharge of sediment-laden runoff or other pollutants to waters of the state is in violation of Chapter 90.48 RCW, Water Pollution Control, and WAC 173-201A, Water Quality Standards for Surface Waters of the State of Washington, and is subject to enforcement action.

Construction Stormwater General Permit:

The following construction activities require coverage under the Construction Stormwater General Permit:

1. Clearing, grading and/or excavation that results in the disturbance of one or more acres **and** discharges stormwater to surface waters of the State; and

2. Clearing, grading and/or excavation on sites smaller than one acre that are part of a larger common plan of development or sale, if the common plan of development or sale will ultimately disturb one acre or more **and** discharge stormwater to surface waters of the State.
 - a) This includes forest practices (including, but not limited to, class IV conversions) that are part of a construction activity that will result in the disturbance of one or more acres, **and** discharge to surface waters of the State; and
3. Any size construction activity discharging stormwater to waters of the State that Ecology:
 - a) Determines to be a significant contributor of pollutants to waters of the State of Washington.
 - b) Reasonably expects to cause a violation of any water quality standard.

If there are known soil/ground water contaminants present on-site, additional information (including, but not limited to: temporary erosion and sediment control plans; stormwater pollution prevention plan; list of known contaminants with concentrations and depths found; a site map depicting the sample location(s); and additional studies/reports regarding contaminant(s)) will be required to be submitted.

You may apply online or obtain an application from Ecology's website at: <http://www.ecy.wa.gov/programs/wq/stormwater/construction/ - Application>. Construction site operators must apply for a permit at least 60 days prior to discharging stormwater from construction activities and must submit it on or before the date of the first public notice.

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology
Southwest Regional Office

(MLD:201904247)

cc: Derek Rockett, SWM
Chris Montague-Breakwell, WQ
Phil Wuest, Ginn Group, LLC (Applicant/Contact)
Four Seasons Place, LLC (Owner)

August 22, 2019

EXHIBIT 9

Attn: Mark Person
Community & Economic Development Dept.
PO Box 1995
Vancouver WA 98668

RE: Four Seasons North Planned Development; PRJ-161559; SEPA 201904247

Dear Mr. Person:

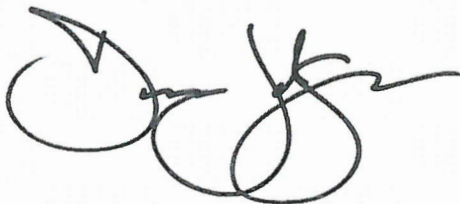
The Southwest Clean Air Agency (SWCAA) was recently notified that your agency has issued/will issue a SEPA Determination for the above project. Please be advised that SWCAA administers/enforces a number of regulations that may apply to the proposed project. The applicability of these regulations depends on the exact nature of the project in question. The following section provides a brief summary of the requirements for the general types of activity that may be affected by this project.

Construction Dust [SWCAA 400 - General Regulations for Air Pollution Sources]:

- Construction and earthmoving activities have the potential to generate excessive dust emissions if reasonable control measures are not implemented. SWCAA Regulation 400-040(2) requires that "no person shall cause or permit the emission of particulate matter from any stationary source to be deposited beyond the property under direct control of the owner or operator of the stationary source in sufficient quantity to interfere unreasonably with the use and enjoyment of the property upon which the material is deposited". Furthermore, SWCAA Regulation 400-040(8)(a) requires that "the owner or operator of any source of fugitive dust shall take reasonable precautions to prevent fugitive dust from becoming airborne and shall maintain and operate the source to minimize emissions".
- Common control measures to mitigate the emission of dust from construction and earthmoving activities include: application of water before and during earthmoving operations, application of water to disturbed surface areas (including access roads and staging areas) after earthmoving operations, application of chemical dust control products and/or surfactants, limiting access to open/disturbed areas, reducing equipment/vehicle speeds, establishing vegetative cover on inactive areas and ceasing operations altogether during high wind events.
- Violations of SWCAA Regulation 400-040 may result in civil penalties being assessed against the project operator and/or property owner.

The proponent of this project may contact SWCAA at 360-574-3058 for more information regarding the agency's requirements. Notification forms, permit applications, regulations and other information are available on the internet at <http://www.swcleanair.org>.

Sincerely,



Duane Van Johnson
Air Quality Specialist II



EXHIBIT 10



February 7, 2019

Lisa Harker, Development Project Manager
Ginn Development
7223 NE Hazel Dell Avenue
Vancouver WA 98685

Re: 11511 NE 28th Street
Vancouver WA
Lots 162742034, 162742026, 162742028, 162742028, 162742030, 162742032 and 162742014

Dear Lisa,

In response to your request, the following information reflects high school, middle school, and elementary schools that would potentially be affected by the proposed project site. These figures do not reflect the cumulative impact of previously approved, unoccupied building lots. That information should be considered as part of the review process.

School	Previously Approved Unoccupied Lots *	Current Proposed Lots	Total Cumulative Lots	Projected # of Students **
Endeavour Elementary	--	101 SFR / 48 MFR	--	23 / 5
Cascade Middle	--	101 SFR / 48 MFR	--	11 / 2
Evergreen High	--	101 SFR / 48 MFR	--	15 / 3
	October 2018 Enrollment	Total Enrollment (Current and Projected)	Enrollment Capacity Including Portables ***	Enrollment Over (Under) Capacity
Endeavour Elementary	691	--	670	21
Cascade Middle	998	--	937	61
Evergreen High	1610	--	2051	(441)

*This information is not available to us but should be considered as part of the review process.

**Projected number of students is based on the District's "student factor" (the number of students historically generated by a dwelling unit in the District).

*** The capacity of the elementary schools is based on a current program with an average student-to-teacher ratio of 20:1 in regular classrooms and 12:1 in special education classes. Capacity at Secondary schools is based on room utilization reflecting one unoccupied period per day and includes the maximum addition of portable classrooms.

13501 NE 28th Street • PO Box 8910 • Vancouver, WA 98668-8910 • Facilities Dept. • PHONE (360) 604-4077 •
FAX (360) 604-4112
www.evergreenps.org

Historically, Evergreen Public Schools has provided portable classrooms when enrollment exceeded the capacity of a school's permanent facility. Evergreen currently houses students in portable classrooms at all but three of its thirty-two (32) schools. It is imperative that developers and/or builders share this information with buyers. It would not be our preference to use portable or temporary classroom facilities. However, they are necessary to accommodate the temporary overload. The State Superintendent of Public Instruction does not consider portables to be equal to permanent facilities.

Bus transportation is provided for elementary students who live more than 1/2 radius mile from school. Elementary students who live less than 1/2 radius mile will be required to walk unless there are unsafe walking conditions. Bus transportation is provided for secondary students who live more than one radius mile from schools. Secondary students who live less than one radius mile will be required to walk unless there are unsafe walking conditions. Bus stops are determined as parcels are developed.

Please note that approval of a proposed subdivision, when combined with previously approved, unoccupied building lots, may result in a projected enrollment in excess of the mentioned school's enrollment capacity (including portables). We would not be able to add students in excess of the enrollment capacity without negatively affecting the quality of the school's instructional programs. This capacity is also limited by the core facilities such as eating space, restrooms and media center, etc., as well as the County and City impact limitations on the number of portables on each site. As a result, it would be necessary for the district to incur additional costs associated with housing these students elsewhere and the corresponding costs to transport them to this other location. Therefore, it is essential that the developer and prospective residents of this subdivision understand that students residing there may not be allowed to enroll in their neighborhood school.

Please feel free to contact Evergreen Public Schools Facilities Department at (360) 604-4077 if additional information is required.

Sincerely,

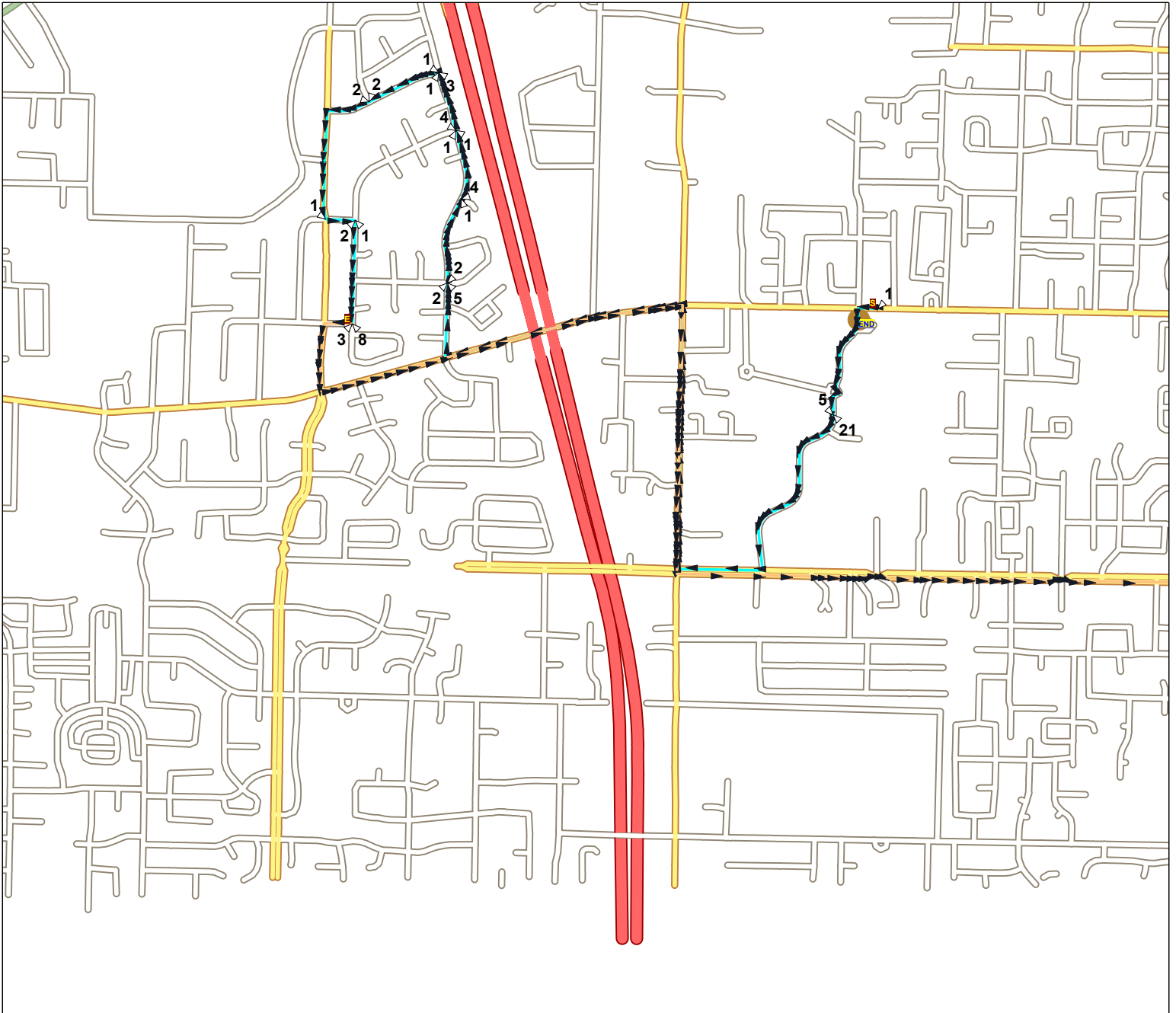


Susan Steinbrenner
Executive Director of Facilities

SS/rg

c: Bryan Snodgrass, City of Vancouver-Community Development

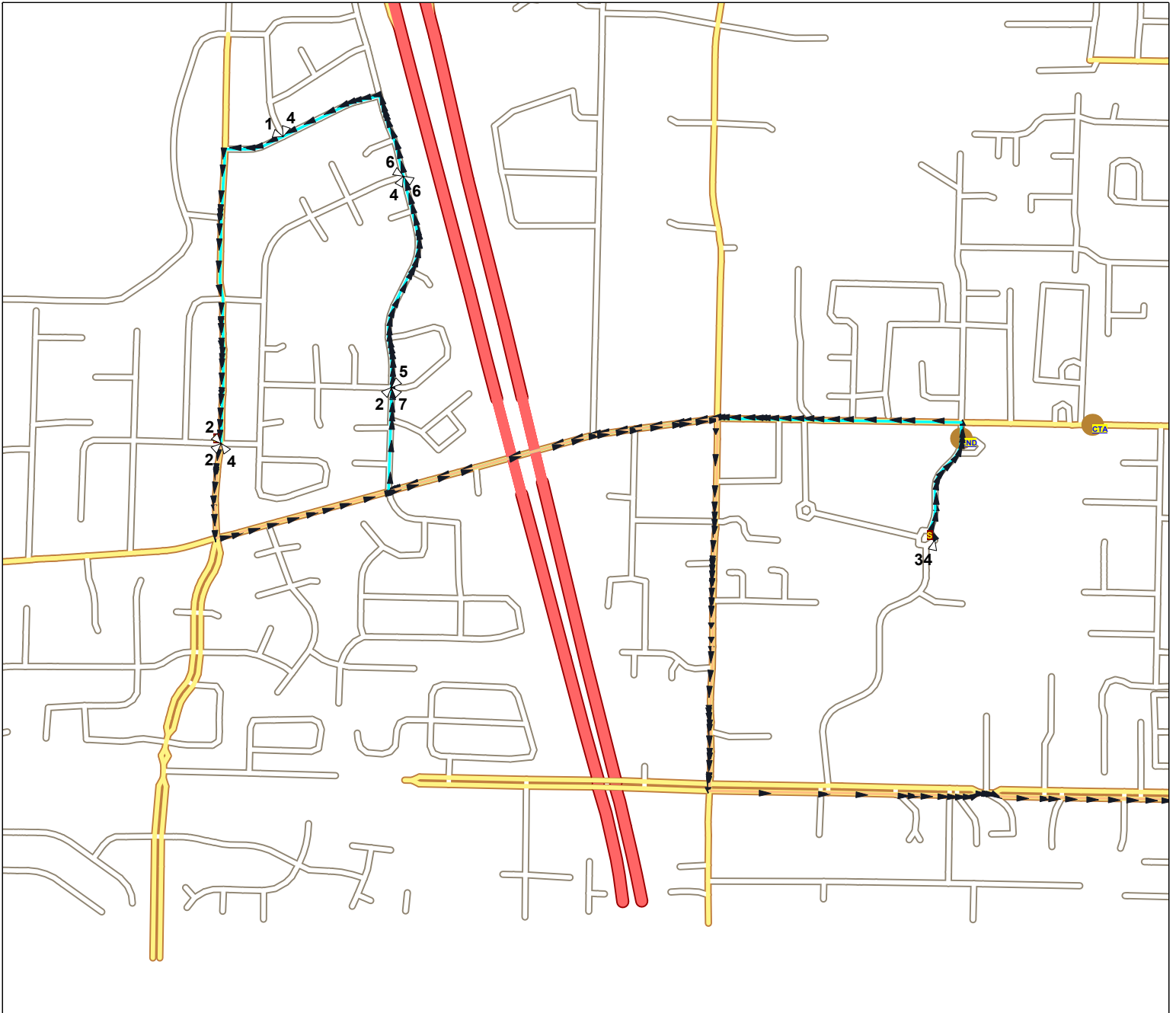
Evergreen School District #114
Route Map



Route: **0101 AM**
Vehicle: **110**
Anchor: **CAS**
Start Time: **7:30 AM**
Pickups: **71**
Distance: **5.76 mi.**

Desc: **TAN**
Driver:
Max Load: **71**
Arrival Time: **7:50 AM**
Transfers On: **0**
Transfers Off: **0**
Days: **MTWHF**

Evergreen School District #114 Route Map



Route: **0001 AM**
Vehicle: **121**
Anchor: **EHS**
Start Time: **8:03 AM**
Pickups: **77**
Distance: **5.08 mi.**

Desc: **BLUE**
Driver:
Max Load: **77**
Arrival Time: **8:25 AM**
Transfers On: **0**
Transfers Off: **0**
Days: **MTWHF**

EXHIBIT 11
Trip Generation & Distribution Report
Prepared By
Kittelson
Dated
March 14, 2019

Because of the size of the exhibit, it is not included with this report. The document is available for review at Community & Economic Development Department, 415 W 6th Street, on the first floor. If you would like to review the document, check in at the reception area of the Permit Center between the hours of 8 a.m.–12:30 p.m. and 1:30 p.m.–4 p.m.

City of Vancouver Transportation Services
Trip and Traffic Impact Fee Calculation Worksheet
Application Number: PRJ-161559

Project Name: <u>Four Seasons North</u>	Date: <u>9/4/2019 12:00:00 AM</u>
Project Address: <u>2712 NE FOUR SEASONS LN</u>	TAZ: <u>TA288</u>
Project Number: <u>PRJ-161559</u>	Primary Corridor: <u>MPLN #5</u>
ENG Number: _____	Parcel 1 ID: <u>162742014</u>
TIF District: <u>Pacific</u>	Parcel 2 ID: _____
TIF Overlay District: <u>Overlay - Mill Plain / I-205</u>	Parcel 3 ID: _____

Existing Site Trips ^^										
LU Description	ITE LU Code	Existing AM Peak Rate	Existing PM Peak Rate	Existing ADT Rate	Unit of Measure	Size**		Existing AM Peak Trips	Existing PM Peak Trips	Existing ADT
^^ equals zero if this is a new development on greenfield or if old use has been gone > 1 year.								Existing Trips Total		

New Trip Generation Calculation										
LU Description	ITE LU Code	AM Peak Rate	PM Peak Rate	ADT Rate	Unit of Measure*	Size**		New AM Peak	New PM Peak	New ADT
Single Family Det.Homes	210	0.75	1	10	1	82		62	82	820
Residential Condo/Townhome	230	0.44	0.52	5.81	1	32		14	17	186
*Unit of measure = ITE Unit by which total size is divided by in order to calc. trip generation								New Project Trips		
**Size - Total size of development, eg 10 dwelling units or 50,000 sqf.								76	99	1006
***% reduction applied to trip generation, eg. .35 passby reduction for 100 trips - (1 - .35) * 100 - .65 - from approved traffic impact study only								Net New Project Trips (new trip = existing trips)		
****% reduction applied to trip generation, eg. .10 internal capture reduction for 100 trips - (1 - .10) * 100 - .9 * 100 - 90 - from approved traffic impact study only								76	99	1006

Traffic Impact Fee Calculation									
LU Description	ITE LU Code	Proposed Project ADT	Net New Proj ADT	TIF Rate/Trip	TIF Overlay rate/trip	BEF Reduction = .3 for retail commercial uses & ITE LU 912	Tax Reduction	TIF Due	Overlay TIF Due
Single Family Det.Homes	210	820	819.99	290	10		0.15	\$202,130.00	\$6,970.00
Residential Condo/Townhome	230	186	186.01	290	10		0.15	\$45,849.00	\$1,581.00
Sum		1006	1006	TIF Totals:				\$247,979.00	\$8,551.00

Disclaimer: This information is provided based on the TIF program in place as of the date shown above and is only an estimate of the fee. The fee will be recalculated based on approved development dimensions and reflecting any changes to the TIF program that are applicable. Per VMC20.97.060 B, ...for non-residential development, the impact fee shall be calculated at the time of site plan approval or building permit application if the proposed development is not sufficiently defined to permit such calculations. Notwithstanding the foregoing, the fee shall be re-calculated for building permit applications filed more than 3 years following the date of the applicable preliminary plat, preliminary short plat or site plan approval. See VMC20.97 for more information. Note: TIF Overlay fees cannot be paid with TIF Credits from a district other than the TIF Overlay district.



City of Vancouver Transportation Services
Trip and Traffic Impact Fee Calculation Worksheet

Application Number: PRJ-161559

Project Name:	Four Seasons North	Date:	9/4/2019 12:00:00 AM
Project Address:	2712 NE FOUR SEASONS LN	TAZ:	TA288
Project Number:	PRJ-161559	Primary Corridor:	MPLN #5
ENG Number:		Parcel 1 ID:	162742014
TIF District:	Pacific	Parcel 2 ID:	
TIF Overlay District:	Overlay - Mill Plain / I-205	Parcel 3 ID:	

Concurrency Monitoring Fees			
Corridor	PM Peak Trips	Cost/Trip	max. \$1500/corridor
I-205 to SE 136th Ave	2	\$48.00	\$96.00
SE 136th Ave to SE 164th Ave	4	\$48.00	\$192.00
I-205 to NE 162nd Ave	8	\$48.00	\$384.00
Mill Plain Blvd to NE 28th St	14	\$48.00	\$672.00
NE 28th St to NE 51st St	39	\$48.00	\$1,872.00
SE 1st St to Fourth Plain Blvd	4	\$48.00	\$192.00
Burton Rd: Andresen to NE 112th Ave	20	\$48.00	\$960.00
NE 138th Ave to NE 162nd Ave	1	\$48.00	\$48.00
NE 112th Ave to NE 138th Ave	57	\$48.00	\$2,736.00
NE 112th Ave to NE 138th Ave	74	\$48.00	\$3,552.00
NE 138th Ave to NE 162nd Ave	8	\$48.00	\$384.00
Mill Plain Blvd to NE 28TH	8	\$48.00	\$384.00
NE 28th St to Fourth Plain Blvd	2	\$48.00	\$96.00
SR-14 to NE 18th St	2	\$48.00	\$96.00
Total Monitoring Fee =			\$11,664.00

Total Modeling Fee = \$11,664.00

Proportionate Shares				
Case Number	Project	Fee/Unit	Trips/Lots	Final Fee
Total Proportionate Share Fees =				

COMMENTS:

Four Seasons North

District: Pacific	District TIF =	\$247,979.00
Overlay - Mill Plain / I-205	Overlay TIF =	\$8,551.00
Total TIF =		\$256,530.00
SF Dwellings Fee per SFDU Plat Calculation Total: \$247,979.00		

Disclaimer: This information is provided based on the TIF program in place as of the date shown above and is only an estimate of the fee. The fee will be recalculated based on approved development dimensions and reflecting any changes to the TIF program that are applicable. Per VMC20.97.060 B, ...for non-residential development, the impact fee shall be calculated at the time of site plan approval or building permit application if the proposed development is not sufficiently defined to permit such calculations. Notwithstanding the foregoing, the fee shall be re-calculated for building permit applications filed more than 3 years following the date of the applicable preliminary plat, preliminary short plat or site plan approval. See VMC20.97 for more information. Note: TIF Overlay fees cannot be paid with TIF Credits from a district other than the TIF Overlay district.

PO Box 12546
Portland, OR 97212
Phone: (503) 236-6441
Email: owen@rickwilliamsconsulting.com

September 10, 2019

Mark Person
Senior Planner, City of Vancouver
Development Review Division
415 W 6th St, Vancouver, WA 98660
mark.person@cityofvancouver.us

Dear Mr. Person:

Our parking consulting firm, Rick Williams Consulting, was hired by the Ginn Group to assess the adequacy of the parking supply proposed for the Four Seasons North PUD Subdivision in the Landover-Sharmel neighborhood of Vancouver. The parking assessment covers 5 topic areas; (1) we conducted some market research to better understand the demographics of the users that will be living there (e.g., families, individuals, students, etc.). (2) The evaluation looked at parking demand ratios from comparable cities in the region and other suburban communities in the Pacific Northwest. (3) The assessment calls out the minimum required parking by the City and the amount being proposed by the developer. Also, (4) the study evaluated the distance guests/visitors would have to walk from general access parking on and off-street (99 stalls on NE 27th Way, NE 115th Place, NE 117th Place). Finally, (5) the study concludes with an evaluation of safety and mobility options for subdivision users.

All of the figures have been updated with the latest version of the development plans. A copy of the parking review document is included along with this letter. It is our conclusion the development will provide adequate parking for its inhabitants and guests alike.

Let us know if you have any questions.

Yours truly,



Owen Ronchelli
Vice President

Four Seasons North PUD Subdivision – Parking Review

Background

Under Section 4.1.a (Conditions – Future Development Review) of the Development Agreement it states, “A comprehensive parking study that examines public safety and mobility implications based on reasonable assumptions of residents or visitors use of garages, driveways, alleys or street for parking.”

Purpose

The purpose of this memorandum is to address the impacts of estimated parking demand generated by the FS North PUD subdivision on the built parking supply. The following assessment will look a number of elements to satisfy the parking evaluation criteria, including:

1. The demographic profile of the neighborhood to understand who will likely be living there;
2. Compare residential parking demand ratio data collected and analyzed in the region and peer/suburban communities;
3. A comparison of required parking versus proposed parking provided;
4. Identify the average walking distance between units without driveway aprons and nearby on-street guest parking stalls; finally
5. Evaluate the safety and mobility options for guests/visitors using parking options identified in item 3, above.

Neighborhood Demographics

The following table was populated using multiple online resources drawing on federal census data, using the applicable local census tracts, real estate resources, and City of Vancouver website.

Table 1: Vancouver & Neighborhood Demographic Metrics

	Neighborhood	City
	Landover-Sharmel	Vancouver, WA
<i>Population</i>	2,626	183,500
<i>Description</i>	The neighborhood has a suburban feel, most residents rent their homes. There are lots of coffee shops and parks. Many families and young professionals. Residents tend to lean conservative. Public schools are above average.	Vancouver sits on the north bank of the Columbia River. The city combines the excitement of a major metropolitan area with small-town charm and abundant recreational opportunities.
<i>Area</i>	0.660 square miles	51.84 square miles
<i>Density</i>	3,979 people / square mile	3,569 people / square mile
<i>Households</i>	1,365	68,158

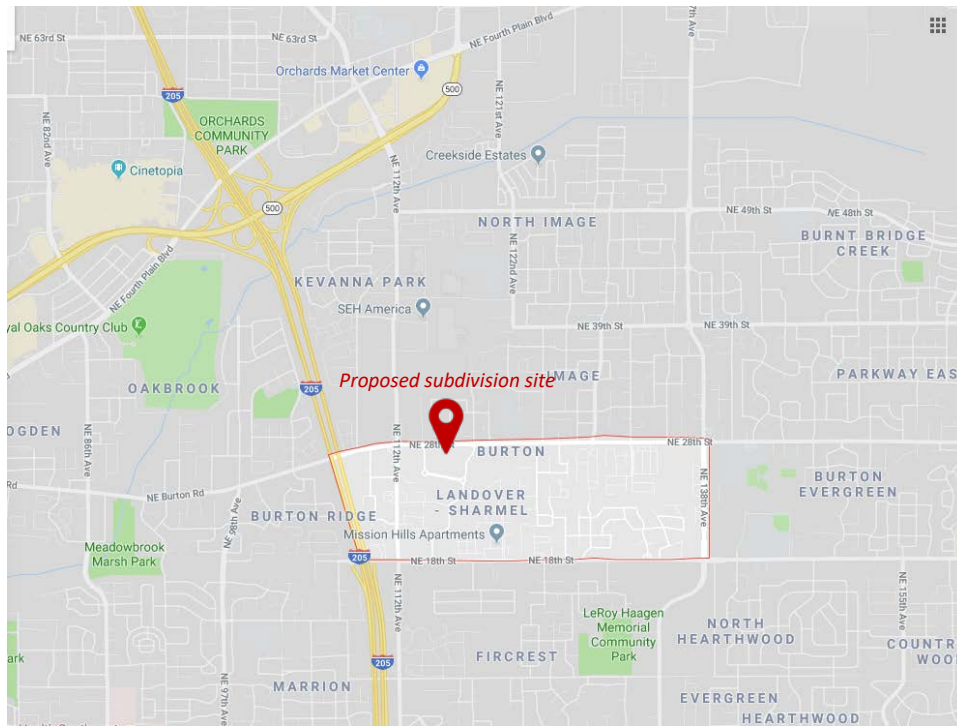
<i>Average persons per household</i>	1.92	2.48
<i>Median home value</i>	\$224,437	\$217,200
<i>Median Rent</i>	\$1,060	\$1,054
<i>Rent vs. Own</i>	70% Rent, 30% Own	51% Rent, 49% Own
<i>Median Household Income</i>	\$56,479	\$56,615
<i>Household Income Brackets</i>		
<i>< \$25,000</i>	16%	20%
<i>- \$25,000 - \$44,000</i>	26%	23%
<i>- \$45,000 - \$74,000</i>	25%	25%
<i>- \$75,000 - \$149,000</i>	29%	25%
<i>- \$150,000+</i>	5%	7%
<i>Education Levels</i>		
<i>Master's Degree or Higher</i>	9%	N/A
<i>Bachelor's degree</i>	19%	27% (or higher)
<i>Some college/ associate degree</i>	35%	38%
<i>High school diploma or equivalent</i>	27%	25%
<i>Less than high school diploma</i>	9%	9%
<i>Racial Diversity</i>		
<i>White</i>	69%	80%
<i>Hispanic</i>	18%	13%
<i>Asian</i>	5%	5%
<i>African American</i>	4%	3%
<i>Two or more races</i>	3%	6%
<i>Other</i>	1%	5%

The following are notable standouts from the demographics review, which should provide some additional insight as to likely future residents of the Four Seasons North PUD Subdivision.

- Landover-Sharmel is one of the smaller neighborhoods in all of Vancouver (0.660 square miles)
- It has a lower than average number of persons per household (1.92) compared to the larger city (2.48)
- The neighborhood has a higher percentage of renters (70%) compared to the rest of Vancouver (51%)
- Landover-Sharmel is slightly more racially diverse (31% non-white) than Vancouver at large (20% non-white)

The map on the following page shows a closer look at the Landover-Sharmel neighborhood.

Figure A: Map of Landover-Sharmel Neighborhood



Residential Parking Demand

When doing parking literature research for residential parking demand figures most publications will cite demand ratios from the Institute of Transportation Engineers (ITE) Parking Generation Manual. In general, this is a good default source for parking demand if no other more localized source is available. The residential parking demand ratios cited in ITE's Parking Generation (4th Edition) for *single family detached housing* cites 6 study sites located in or near Glendale, California from which they derived an average peak demand ratio of 1.83 vehicles per dwelling. Similarly, the demand for *residential condominium/townhouse* cites 12 study sites (sourced from California, New Jersey, and Virginia) to derive an average peak demand ratio of 1.38 vehicles per dwelling unit¹. It is further noted that the residential units proposed in this development are neither single family detached nor townhouses, but somewhere in between.

Rick Williams Consulting, which works primarily in the Pacific Northwest, has more localized residential (multi-family) parking demand ratios to draw from that can provide some additional perspective on assumed parking for this development. While the examples come from condominium or multi-family sources (rather than single family ones), they arguably may more accurately capture guest or visitor

¹ Rental townhouse shows an average peak demand for 1.62 vehicles per dwelling unit (4 study sites, from Maryland and New Jersey).

parking demand compared to single-family examples. Multi-family or condominium residences typically have a self-contained, finite shared parking supply, similar to how the FS North PUD Subdivision guest/on-street supply functions. Whereas, in a single-family parking guest or visitor parking typically park on-street and may not be easily attributed to specific residence.

- Urban locations have a demonstrated parking demand ranging from 0.85 to 1.53 vehicles per unit
- Suburban locations located near transit have a demonstrated parking demand of 1.00 vehicle per unit
- Suburban locations (not located near high-capacity transit) have a demonstrated parking demand ranging from 1.15 to 2.28 vehicles per unit

Table 2 below, shows analyzed ratios based on actual parking demand ratios from Northwest locations.

Table 2: Residential Parking Demand Ratios

City	Urban Context	Type of Housing	Sampled Sites	Demand Ratio
Hillsboro, OR (Orenco Station)	Suburban near transit	Multi-family	2	1.00 / unit
Bend, OR	Suburban	Multi-family	9	1.25 / unit
Albany, OR	Suburban	Multi-family	11	1.33 / unit
Portland (South Waterfront)	Urban near transit	Condos	4	1.11 – 1.53 / unit
Portland (South Waterfront)	Urban near transit	Multi-family	4	0.85 – 1.07 / unit
SeaTac, WA	Suburban	Multi-family	2	1.15 – 1.27 / unit
Tukwila, WA	Suburban	Multi-family	2	1.26 – 2.00 / unit
Des Moines, WA	Suburban	Multi-family	2	1.39 – 2.28 / unit
Federal Way	Suburban	Multi-family	1	2.02 / unit
Renton	Suburban	Multi-family	1	1.74 / unit

If all 114 units generated the highest number of parked cars using either ITE's (1.83) or RWC's (2.28) peak period demand ratios it would equate to between 209 – 260 vehicles for the whole subdivision. The plan calls for 368 on-lot stalls (garages and driveways) and an additional 108 stalls for guests and visitors.

Table 3: Estimated Parking Demand vs. Provided Parking Comparison

Parking Type	Intended Users	Parking Ratio	Stalls
<i>Estimated Parking Demand (114 units)</i>			
ITE Estimated Parking Demand	Residents & Guests	1.83	209
RWC Estimated Parking Demand	Residents & Guests	2.28	260
Estimated Parking Demand Total for All Users (highest figure)			260
<i>Proposed Parking Provided (114 units)</i>			
On-Lot Stalls	Residents & Guests	3.23	368
Additional On & Off-Street Stalls	Guests & Visitors	0.95	108
Proposed Parking Provided Total for All Users			476

Parking Required versus Parking Provided

Another viewpoint regarding the amount of parking necessary for the site is to compare code required parking to the amount of parking actually programmed for the site. VMC 20.945 outlines requirements for parking for both resident and guest parking for single family dwelling units. Table 4 summarizes required parking for this development site and compares it that that which is provided by the developer. Comparisons are also included for the on-street parking, which is not required and also cannot be used to meet VMC requirements but is a part of what will be the total available supply.

Table 4: Required Parking vs. Provided Parking Comparison

	Required Parking	Parking Provided
VMC 20.945 (resident)	114 stalls (1.0 per unit)	368 stalls (at lot) (3.23 per unit)
VMC 20.945 (guest)	38 stalls (0.33 per unit)	50 stalls (off-street) (0.44 per unit)
Base requirement	152 stalls (1.33 per unit)	418 stalls (resident/guest) (3.67 stall per unit)
On-street	0	49 stalls (0.42 per unit)
TOTAL	152 stalls (1.33 per unit)	467 stalls (4.10 per unit)

Based on Table 4 findings, it is clear that the project would far exceed the minimum City requirement. Based on the combined City requirements for both resident and guest parking, the project should come in at 152 stalls (or a ratio of 1.33 stalls per unit). Based on the proposed site layout provided by the developer, 418 stalls are provided to meet the base requirement for resident and guest parking (3.67 stalls per unit). If on-street parking is added, the site will provide a total of 467 stalls to 114 units for use by residents and guests; a combined ratio of 4.10 stalls per unit. From our experience, this layout provides a significant amount of parking to the site, definitely in excess of minimum requirements and could be viewed as extremely sub-urban in format.

Residential Guest/Visitor Walking Distance

This section quantifies the shortest and longest distance between nearby guest/visitor parking (both on and off-street) to residents' front doors. More specifically, it evaluates the shortest and longest distance from these parking supplies to blocks of residential unit numbers without driveway parking (units 1 – 5, 6 – 12, 83 – 90, 91 – 98, 99 – 114). Analysis provided in Table 5 below.

Table 5: Guest/Visitor Walking District by Unit Block

Unit Number Block	Stalls Nearby ²	Location of Nearby Stalls	Closest & Furthest Distance to Front Door ³
Units 1 – 5	10 (off-street) 10 (on-street)	Alley 1 Private Road 1	33' – 183' 44' – 270'
Units 6 – 12	10 (off-street) 6 (on-street)	Alley 1 Existing Private Road	33' – 236' 109' – 340'
Units 83 – 90	10 (off-street) 6 (on-street)	Private Road 1	238' – 304' 243' – 343'
Units 91 – 98	10 (off-street) 6 (on-street)	Alley 4 Existing Private Road	224' – 305' 239' – 342'
Units 99 – 114	30 (off-street)	Alley 4	30' – 41'

From this analysis it has been determined there are available on and off-street parking resources for guests and visitors within a relatively short distance for units built without driveway parking. The furthest distance a visitor would have to walk (from the furthest parking stall) to their destination's front door is 343 feet; approximately a block and a half. It is assumed most guests will have the opportunity to park in a closer stall with a shorter walking distance. Figure B provides a visual depiction of the walking distance measurement.

Figure B: Walking District Measurement, Four Seasons PUD Subdivision

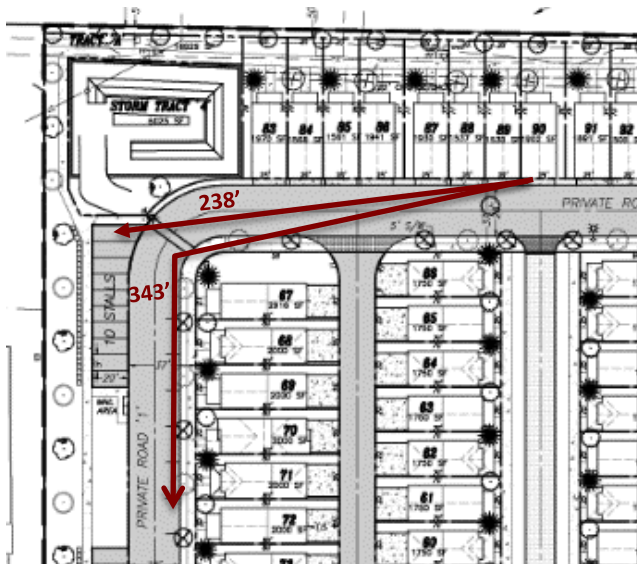


Figure C: Walking District Measurement, Cooper Lane Apartments



² The most proximate stalls to the units were chosen. A minimum of 2 guest stalls per unit number block were selected for this analysis (e.g., 8 units x 2 stalls = 16 total stalls).

³ Distances were measured using the subdivision plans – measure from the front door to the center of the nearest parking stall. The second measurement in the range is the measurement to the center of the furthest stall.

By comparison, residents living at the nearby Copper Lane Apartments (2401 NE 4 Seasons Lane) coming home in later evening could expect to walk in excess of 400 feet from their parked vehicle to the building entrance of their three-story apartment building (see Figure C, above). Guests visiting the apartments may have to walk even further. As such, it is not unreasonable to assume guests at the Four Seasons PUD Subdivision would be willing to walk up to 350 feet to their destination.

Safety and Mobility Option Implications

Road Width and On-Street Parking: where on-street parking exists (Private Road 1, Existing Private Road) the proposed roadways are 28 feet wide; this allows for an 8-foot curb-tight parking pocket with 10-foot travel lanes in each direction. This provides adequate clearance for the majority of roadway users.

Bicycles: people riding bicycles will share the roadway lanes with vehicle traffic.

Pedestrian Circulation: each housing unit frontage is accessible by sidewalk. No sidewalks exist in the alleyways (except for Alley 1). Wider sidewalks along the Green Street provide a more generous facility for children and strolling pedestrians. The internal sidewalk system provides a needed safety element for vulnerable populations – children, handicapped, or elderly users that may be less visible in the roadway. There are a number of crosswalks that provide greater visibility to pedestrians crossing roadways.

Transit: CTRAN #30 Burton Route stops at NE 28th Street and 114th Avenue at the northwest corner of the subdivision and provides 30-minute service frequencies on weekdays. Similarly, the CTRAN # 80 Van Mall/Fisher's Route stops at the same NE 28th Street and 114th transit stop just outside the subdivision and provide 30-minute frequencies.

Summary

The evaluation of requested parking-related elements provided in this summary does not suggest the subdivision plan will provide an inadequate amount of parking, nor is the (visitor/guest) supply especially inconvenient or placed in an unsafe location for users. The demographic profile of the neighborhood does not suggest this development will attract an inordinate amount of large families that would overburden the guest parking supply. Residential peak parking demand ratios (ITE and RWC sources) indicate there is adequate parking provided for both residents and their guests. Walking distances to and from guest parking locations are reasonable and are arranged in a manner that allows people to safely use sidewalks from their parked vehicle to their destination. Finally, we believe the FS North PUD Subdivision meets a reasonable threshold set forth by the City in providing adequate parking to meet its associated demand.

EXHIBIT 14
Preliminary Stormwater Report
Prepared By
SGA Engineering
Dated
March 19, 2019

Because of the size of the exhibit, it is not included with this report. The document is available for review at Community & Economic Development Department, 415 W 6th Street, on the first floor. If you would like to review the document, check in at the reception area of the Permit Center between the hours of 8 a.m.–12:30 p.m. and 1:30 p.m.–4 p.m.

EXHIBIT 15
Geotechnical Investigation
Prepared By
Columbia West
Dated
Nov. 1, 2018

Because of the size of the exhibit, it is not included with this report. The document is available for review at Community & Economic Development Department, 415 W 6th Street, on the first floor. If you would like to review the document, check in at the reception area of the Permit Center between the hours of 8 a.m.–12:30 p.m. and 1:30 p.m.–4 p.m.

**BEFORE THE HEARING EXAMINER
FOR CITY OF VANCOUVER**

In the Matter of the Application of	)	NO. PRJ-161559/LUP-73694
	)	
	)	
Four Seasons Subdivision LLC	)	Four Seasons North PUD
	)	
	)	
	)	
for Approval of a Preliminary Plat	)	FINDINGS, CONCLUSIONS,
and Planned Development	)	AND RECOMMENDATION
_____	)	

SUMMARY OF RECOMMENDATION

The Vancouver Hearing Examiner recommends to the City Council that the requested preliminary plat and planned development to allow the subdivision 8.77 acres into 114 single-family residential lots be **APPROVED** subject to conditions.

SUMMARY OF RECORD

Request:

Four Seasons Subdivision LLC (Applicant) requested approval of preliminary plat and planned development to allow the subdivision of 8.77 acres into 114 single-family residential lots. The subject property is located at 11511 NE 28th Street in Vancouver, Washington.

Hearing Date:

The Vancouver Hearing Examiner held an open record hearing on the application on October 15, 2019.

Testimony:

At the open record hearing the following individuals presented testimony under oath:

Scott Taylor, SGA Engineering, representing the Applicant
Phil Wuest, representing the Applicant
Mark Person, Senior Planner, City of Vancouver

Exhibits:

At the open record hearing the following exhibits were admitted in the record:

1. Staff Report, dated October 1, 2019
2. Land Use Application, submitted April 2, 2019

3. Applicant Narrative
4. Development Plans
5. Notice of application, public hearing and optional SEPA determination of non-significance (DNS), dated July 25, 2019
6. Final determination of non-significance (DNS), dated August 28, 2019
7. Clark County Public Health Development Review evaluation, dated February 28, 2019
8. Letter from Department of Ecology, dated August 23, 2019
9. Letter from Southwest Clean Air Agency, dated August 22, 2019
10. Evergreen School District Capacity Letter, dated February 7, 2019
11. Trip Generation and Distribution Report by Kittelson, dated March 14, 2019
12. Trip and Traffic Impact Fee Worksheet, dated September 4, 2019
13. Four Seasons North Parking Assessment by Rick Williams Consulting
14. Preliminary Stormwater Report by SGA Engineering, dated March 19, 2019
15. Geotechnical Investigation by Columbia West, dated November 1, 2018
16. Applicant PowerPoint, submitted October 15, 2019
17. City of Vancouver PowerPoint, submitted October 15, 2019
18. Revision to sewer comments, submitted October 15, 2019

Upon consideration of the testimony and exhibits admitted in the record, the Hearing Examiner enters the following findings and conclusions:

FINDINGS

1. The Applicant requested approval of preliminary plat and planned development to allow the subdivision of 8.77 acres into 114 single-family residential lots. The subject property is addressed as 11511 NE 28th Street in Vancouver, located between NE 28th Street and NE Angelo Drive at the southwest corner of the intersection of NE Four Seasons Lane and NE 28th Street.¹ *Exhibits 1, 2, 3, and 4.*
2. The application was received by the City on April 2, 2019 and determined fully complete on July 11, 2019. Submitted materials included both a concept development plan and a detailed development plan as part of their planned development application. *Exhibits 1, 2, 3, and 4.*
3. The subject property is relatively flat with approximately eight feet of elevation decline at

¹ The subject property is also known as Assessor Parcels 162742-014, 162742-026, 162742-028, 162742-030, 162742-032, and 162742-034. *Exhibit 2.*

the northern end of the site and does not contain mapping indicators for any environmentally sensitive areas. The site is currently vacant. Surrounding development includes retail commercial to the west, multi-family residential to the south, senior living, a public park and public school to the east, and single-family residential development north of 28th Street. *Exhibits 1 and 16.*

4. The development would include 32 attached single-family residences organized into eight four-unit structures all fronting NE 28th Street, 12 detached single-family structures fronting NE Angelo Drive, and 70 detached single-family residences oriented towards private tracts within the central portion of the site. The residences would be two-story single-family homes, which are allowed uses within planned developments in the R-22 residential district. The project would be developed in a single phase. *Exhibits 1, 3, and 4; VMC 20.420.030; VMC 20.260.020.B(1)(a); VMC 20.260.020.B(2)(a).* All of the lots (100%) would be alley loaded, meaning the subdivision qualifies for the increased lot coverage by structure resulting from narrow lot development standards (discussed in more detail below). Additionally, the proposal would utilize zero lot line development and reduced setbacks for covered porches. *Exhibits 1, 3, and 4; VMC Chapter 20.910 Exceptions & Interpretations; VMC Chapter 20.927 Narrow Lot adjustments.*
5. The subject property is zoned Higher Density Residential (R-22). *Exhibit 1.* The purpose of the R-22 zone is “to accommodate rowhouses, garden-type apartments, and lower-density multi-dwelling structures at a minimum lot size of 1,500 square feet per unit.” *VMC 20.420.020.* Planned developments are a land use development tool intended to provide a means for creating planned environments in any base zoning district through the application of flexible standards, including zero-lot lines, narrower streets, and other innovative planning practices that result in well-designed, efficient and functional urban environments. *VMC 20.260.010.* Planned developments are allowed in R-22 zoning districts. *VMC 20.260.020.*
6. The R-22 zone requires development density ranging from 18.1 to 22 units per acre. Of the gross site area, 0.9 acres would be dedicated as public rights-of-way, 2.58 acres would be dedicated as private access easements, 0.45 acres would be stormwater management facilities, 1.15 acres would be open space, and 0.21 acres would be parking tracts. This leaves a net site area for density calculation purposes of 5.74 acres, meaning the site requires a minimum of 104 dwelling units and a maximum of 126 units. At 114 units, the proposal would provide density of 19.86 units per net acre. *Exhibits 1, 3, and 4; VMC 20.420.040.*
7. The following bulk dimensional standards apply to standard development in the R-22 zone: minimum lot area of 1,500 square feet; minimum lot width of 20 feet and lot depth of 50 feet; minimum landscaped area of 10% of the overall site; and maximum building height of 50 feet. Required setbacks from property lines are as follows: front, 10 feet; rear/through yards, zero² to five feet; side yards of zero to five feet; side yards on a street,

² Subject to compliance with zero lot line standards.

10 feet; and garage setback from (front) street, 18 feet, or from (rear) alley, five feet. *VMC 20.420.050*. Maximum allowed lot coverage by structure in the R-22 zone is 50%, which is increased to 65% when more than 50% of proposed units are served by alleys pursuant to the City's narrow lot development standards (addressed in more detail below). *VMC 20.927.050*. Adjustments to applicable development standards can be authorized through the planned development process pursuant to *VMC 20.260.050.B* if a project proponent can show: 1) the adjustment is warranted given site conditions and/or characteristics of the design; 2) the benefits outweigh any potential adverse impacts; and 3) any impacts are mitigated to the extent practical. *VMC 20.260.050.B*.

8. The first modification to development standards under the planned development procedures is a proposed increase in allowed lot coverage by structure from 65 to 75%. This modification would allow for approximately 2,000 square foot buildings (including garages), which the Applicant asserted is the minimum area needed to accommodate single-family homes with two-car garages and adequate living space. The Applicant asserted that typical living space for a three-bedroom home would be about 1,550 to 2,260 square feet and a typical two-car garage would be approximately 460 square feet. As conceptually proposed, approximately 1,700 square foot homes with 400 square foot garages would result in a total of 2,100 square feet of building space, one-half of which is 1,050 square feet. Adding a 250 square foot front porch results in a ground-floor footprint of 1,300 square feet, which is just under 75% of the proposed lot size of 1,750 square feet for most lots. To address the minimal private outdoor space on the resulting lots, the project is designed to provide outdoor area around front porches and an emphasis on green/open space, including a "central green" through the center of the project that would aggregate useable open space into an amenity serving the community. *Exhibits 1, 3, and 4*.
9. The second modification to development standards proposed under the planned development procedures is reduction of minimum lot size for three lots from 1,500 to 1,451 square feet for Lots 93, 96, and 97. These three lots, each proposed to be reduced 49 square feet in area below the minimum lot size standard, would be situated as interior lots on multifamily structures facing NE 28th Street. The Applicant submitted that such a small reduction in area on an interior lot would barely be visually detectable if at all and would result in no impacts. *Exhibits 1, 3, and 4*.
10. A third modification from development standards through the planned development process is a request to deviate from the 20-foot onsite maneuvering room standard for driveways established in *VMC Table 20.420.050 Note 4*, reducing onsite maneuvering room to 18 feet. The Applicant contended that because the alleys have been widened from 16 feet to 20 feet to provide adequate emergency vehicle access, two additional feet of area cannot be provided within the driveways in the lots. Of note, the standard calls for 16-foot alleys and 20-foot driveways, which would provide 36 feet of maneuvering room for vehicles in driveways. As proposed, there would be 38 feet of maneuvering room, meaning the technical deviation would not result in less practical maneuvering room. *Exhibits 1, 3, and 4*.

11. The Applicant asserted that the proposed planned development modifications satisfy the adjustment standards established in VMC 20.260.050.B and are justified in that the project satisfies the City's minimum density standard while creating a housing product and community design believed to be in demand in the current market, with features including small yards, two-story floor plans with two-car garages, and covered front porches, and community oriented open space near the Four Seasons activity center in east Vancouver. Planning Staff agreed that the criteria for granting adjustments under the planned development ordinance are satisfied. *Exhibits 1, 3, and 4; Testimony of Phil Wuest, Chris Robertson, and Mark Person.*
12. All proposed lots would be designed in accordance with narrow lot development standards. Narrow lots are defined in Code as those that are less than 40 feet wide. VMC 20.927.020. Although the minimum lot width requirements of the underlying zoning districts do not apply in planned developments, the Applicant has elected to be subject to the City's narrow lot development standards (VMC 20.927) in order to take advantage of incentives for providing alleys, including in this case zero lot lines and reduced front setbacks for proposed covered porches. In order to qualify for these incentives, the Applicant proposes alley access for 100% of the lots. All other setback requirements will adhere to the development standards of the underlying zoning and planned development standards. *Exhibits 1 and 3.*
13. The subdivision ordinance requires a minimum street frontage of 20 feet per lot. Each of the proposed lots would satisfy this requirement. No flag lots are proposed. *Exhibits 1, 3, and 4; VMC 20.927.020; VMC 20.320.040.H.*
14. To offset the proposed relaxed development standards, VMC 20.260.060.C requires developers of planned developments to provide common open space for active and passive recreational activities in an amount that is at least 10% of the gross site area. The proposed development includes common open space tracts comprising slightly more than 10% of the overall site area and including such amenities as pedestrian connections through the site to nearby retail opportunities, the elementary school, and public park. *Exhibits 1 and 4; Phil Wuest Testimony.*
15. Pursuant to VMC Chapter 20.925, a minimum of 10% of the net lot area of each lot must be landscaped. Compliance with this requirement would be determined at the time of building permit review. In addition to landscaping within lots, street trees are required at a maximum spacing of 30 feet on public and private streets. Recommended conditions of approval address landscaping and street tree requirements. *Exhibits 1 and 4.*
16. The proposal is subject to the requirements of the City's tree conservation ordinance, which requires tree preservation and planting to achieve a minimum of 30 tree units per net acre. VMC Chapter 20.770. Based on a net site area of 5.74 acres, a minimum of 172 trees units are required. The tree plan shows 192 tree units to be planted, which satisfies the minimum required. The City arborist reviewed the proposed tree plantings and recommended conditions to bring the plan into compliance with City tree standards,

which conditions were added to Planning Staff's recommended conditions of approval. This meets the minimum tree density requirement of 30 tree units per acre. *Exhibits 1 and 4.*

17. The subject property is located within the 112th Avenue Corridor Subarea and is subject to the 112th Corridor Subarea Plan Design Guidelines. Per VMC 20.691.030.B, properties within the Plan District are required to provide connecting streets, trails, and open spaces illustrated on the 112th Avenue Corridor Conceptual Site Plan, and to accommodate demographic diversity through a mixture of housing types. The project is designed to incorporate the indicated roadway locations, open space, and connections to NE 28th Avenue and Angelo Drive through the site, as well as east/west pedestrian connections through the site. Buildings adjacent to the proposed alleys are oriented towards the street. City Planning Staff reviewed the proposal against the Design Guidelines and determined that it is consistent with the intent and express provisions of the guidelines. *Exhibits 1, 3, and 5.*
18. The proposal is not known to be a re-plat of a prior subdivision; no subdivision terms or conditions are known to be applicable to the proposal. However, the parcel is located within and subject to an approved 2018 development agreement (M-4251), comprehensive plan amendment, and zone change. Per the development agreement, development of the subject property must meet the following conditions.
 - a. A comprehensive parking study that examines public safety and mobility implications based on reasonable assumptions of residents or visitors use of garages, driveways, alleys or streets for parking. Based on the results of the parking study, the City may require the developer to provide additional parking spaces above current parking standards.
 - b. Compliance with applicable fire access requirements, including implications for any homes proposed for alley access only.
 - c. Compliance with transportation standards, including a traffic analysis demonstrating consistency with intersection performance and capacity standards, and revisions to the proposed street network if necessary to meet those standards.
 - d. Provisions to ensure home frontages are as envisioned in the applicant's concept plan and supporting materials submitted, particularly on 28th Street and the associated planter strip, plantings, and detached sidewalk.
 - e. Provisions to ensure compliance with applicable 112th Corridor Subarea Plan Design Guidelines, such as F.2 limitations on fence height to 36 inches as applied particularly to 28th Street, and internal pedestrian connections.
 - f. Options to facilitate variety and/or openings in any proposed extended and unbroken rows of housing, along 28th Street and within the development.
 - g. If multi-family densities are proposed to be achieved through single-family structures, design provisions shall be incorporated to achieve subarea plan building design guidelines overall intent of reducing scale and adding visual interest, particularly on 28th Street. Homes in the development should be comparable in terms of articulation

and design quality to Four Seasons North Illustrative Concept materials submitted July 25, 2018.

- h. Provisions to facilitate tree retention consistent with the 112th Corridor Subarea Plan.
- i. A requirement to record against the properties covenants, conditions and restrictions that will impose a design review process to ensure all landscaping and building on the proposed development complies with design restrictions and maintenance requirements set forth in the final land use decision approving development of the subject property and that will require future property owners to maintain all private common open areas through a Homeowners Association.
- j. A requirement to ensure pedestrian access is provided from NE 25th Avenue envisioned in the southeastern portion of the rezone site to the NE Angelo Drive roundabout.

Exhibit 1. The Applicant contended that the proposal meets the conditions of development agreement M-4251 through the following: by providing street parking and parking in several private tracts for residents or visitors; compliance with fire access requirements; compliance with intersection performance and capacity standards; compliance with applicable 112th Corridor Subarea Plan Design Guidelines; providing home elevations on the concept plan depicting homes that vary; on-site tree retention; creation of a homeowners association to maintain landscaping and buildings; and because the Applicant is providing a pedestrian access from NE 25th Street to the NE Angelo Drive roundabout with the Four Seasons Terrace Subdivision (a separate application from this, PRJ-161378/PIR-71984). Planning Staff concurred that the proposal comports with applicable requirements of the development agreement. *Exhibits 1 and 3.*

- 19. Access to the subdivision would be from two locations on NE Angelo Drive to the south and a private street to the east connecting to NE Four Seasons Lane. All proposed rights-of-way would be private and required to City standards and VMC Title 11. Access to individual lots within the subdivision would be from the internal network of private streets and alleys. No blocks over 800 feet are proposed. *Exhibits 1, 3, and 4.*
- 20. Thirty-two of the proposed lots would front NE 28th Street, which is designated a four-lane minor arterial with center left-turn and bike lanes, which requires a minimum 50 feet half-width right of way and 35 feet paved street half-width per city standard plan T10-08. Existing improvements along the subject frontage of NE 28th Street include asphalt roadway, curb, gutter, substandard attached sidewalks, ADA ramps, street lighting, and storm drainage. The Applicant would be required to upgrade the site's NE 28th Street frontage to include the following actions: dedicate additional right-of-way necessary to meet the minimum required 50-foot half-width standard; remove the existing sidewalk; abandon and remove the two existing mid-block ADA ramps and .all existing driveway accesses; install City standard detached sidewalks with minimum width of six-feet with planting strip; upgrade existing street lights to LED lenses per current City standards; and install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance. *Exhibits 1 and 4.*

21. Twelve proposed lots would front NE Angelo Drive, which is designated a neighborhood circulator requiring a minimum 27 feet half-width right of way and 18 feet paved street half-width per City standard plan T10-14. Existing improvements along the property frontage of NE Angelo Drive include asphalt roadway, curb, gutter, meandering sidewalks, and ADA ramps. There are also Type D ‘acorn-style’ lights located in the existing street median. No additional right-of-way or pavement width is required for NE Angelo Drive; however, additional street lighting will be required. The following improvements would be required including but not limited to the following actions: coordinate and install additional Type D ‘acorn-style’ lights (T21-04) along the frontage of NE Angelo Drive and show them on the civil plans as directed by Traffic; install City of Vancouver standard major commercial-style driveway to serve the proposed private street; upgrade the existing ADA ramp at the northwest corner of the existing private street intersection to meet current standards; and install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance. *Exhibits 1 and 4.*
22. East of the site, NE Four Seasons Lane is designated a three-lane collector arterial with bike lanes, requiring a minimum 35 feet half-width right-of-way and 23 feet paved street half-width per City standard plan T10-12. Existing improvements along the subject frontage of NE Four Seasons Lane includes asphalt roadway, curb, gutter, substandard attached sidewalks, ADA ramps, street lighting, and storm drainage. The Applicant requested a technical road modification request to allow the existing substandard sidewalks along NE Four Seasons Lane to remain in place. The proposed technical road modification request was reviewed and approved with conditions by the City. The following improvements would be required including but not limited to the following actions: dedicate additional right-of-way as necessary to meet the minimum required 35-foot half-width standard; upgrade the existing ADA ramp at the northwest corner of the existing private street intersection to meet current standards; and install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance. *Exhibits 1 and 4.*
23. All proposed interior roadways and alleys would be private streets/alleys. Consistent with the design flexibility conferred through the requested planned development, proposed cross sections of these private streets vary greatly. The City’s Transportation department specifically reviewed the proposed private accesses and determined the following improvements and design features would be required.

Prior to the issuance of final plat approval, the applicant shall construct the portion of NE 27th Way between NE 115th Place and NE 117th Place as a private street with the following City of Vancouver standard improvements:

- 28-foot paved width to allow parallel parking on one side of the street.
- Curb, gutter, 5-foot detached sidewalk, street lighting, ADA ramps, and planting strip shall be installed on the same side of the street as the parallel parking.
- Curb, gutter, and driveway approaches shall be installed on the side of the street opposite from the parallel parking.

- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

Prior to the issuance of final plat approval, the applicant shall construct the portion of NE 27th Way located on the east side of NE 117th Place as a private street with the following City of Vancouver standard improvements:

- 16-foot paved width (minimum).
- Flat curbs on both sides of the street per city standard plan T01-01A
- 2-foot center gutter pan
- Perpendicular parking on one side as necessary to meet minimum requirements.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

Prior to the issuance of final plat approval, the applicant shall construct NE 115th Place as a private street with the following City of Vancouver standard improvements:

- 28-foot paved width to allow parallel parking on one side of the street.
- Curb, gutter, 5-foot detached sidewalk, street lighting, ADA ramps, and planting strip shall be installed on the same side of the street as the parallel parking.
- Curb, gutter, (or gutter pan as appropriate), parallel or perpendicular parking as necessary to meet minimum requirements, 5-foot meandering sidewalk, street lighting, and ADA ramps shall be installed on the side of the street opposite from the parallel parking.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

Prior to the issuance of final plat approval, the applicant shall construct NE 117th Place as a private street with the following City of Vancouver standard improvements along the side of the street that fronts the subdivision:

- Additional paved width as necessary to provide at least 36-foot total paved width, to allow parallel parking on both sides of the street.
- Curb, gutter, 5-foot attached sidewalk, street lighting, and ADA ramps.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

The Applicant must also coordinate with the property owner on the opposite side of the street to remove all existing parking restrictions on NE 117th Place, including signage and curb paint.

Exhibits 1 and 4.

24. Per VMC 11.80.050.J, the City does not maintain streets, signs, streetlights, or drainage improvements associated with a private street. The proposed private internal alleys would be required to meet the general requirements of City standard plan T10-19, with the exception that the typical rolled curb may be replaced with flat curb as is allowed in narrow lot subdivisions. The following actions would be required including but not limited to the following the interior alleys must be provided with 20-foot paved width (minimum); Flat curbs on both sides of the alley per city standard plan T01-01A; and

two-foot center gutter pan; and all shared accesses must be called out on the plat. In addition, the Applicant would be required to provide a shared access and maintenance agreement for all shared driveways and private streets to cover the cost of maintaining and operating street surface, signs and markings, streetlights, and drainage system, as it applies to private streets and shared driveways. The agreement shall be recorded on all parcels that are party to the private roadway. Shared access and maintenance agreements, which may be incorporated into covenants, conditions, and restrictions (CC&Rs) must be provided prior to final plat approval and must address responsibility for liability, maintenance, maintenance methods, standards, distribution of expenses, remedies for noncompliance with the terms of the agreement, right of use easement, and any other necessary considerations. *Exhibits 1 and 4; Testimony of Phil Wuest and Mark Person.*

25. The Applicant submitted a professionally prepared transportation impact report dated March 14, 2019 and a subsequent addendum to the TIA dated March 29, 2019 (together, TIA). The TIA included trip generation, trip distribution, intersection level of service (LOS) and queuing analysis, collision analysis, and access sight distance analysis. Based on trip generation rates in the documents were based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition, utilizing Land Use Codes 210 – Single-Family Detached Housing, and 230 – Residential Condo/Townhome, the TIA concluded that the project would generate 967 new average daily trips including 76 new AM peak and 99 new PM peak hour trips. All the intersections analyzed were found to operate acceptably even with full build-out of the proposed development under existing and future traffic conditions. The TIA recommended the placement of stop signs at the proposed western private street access to NE Angelo Drive (southbound approach) and at the existing eastern private street access to NE Angelo Drive (southbound approach). These stop signs were incorporated into the City’s recommended conditions of approval. *Exhibits 1 and 11.*
26. The proposed use is located within the #288 Transportation Analysis Zone. Pursuant to VMC 11.70.090, NE 112th Avenue, NE 28th Street, and NE 18th Street are designated Category 1 Concurrency corridors, meaning that the corridors are operating at or above the City’s adopted level of service standards. Pursuant to trip generation projected by the TIA, the anticipated PM peak hour trips distributed to these corridors by the project would not cause the corridors to drop below the adopted level of service standard. *Exhibits 1 and 11.*
27. The narrow lot development standards require provision of off-street guest parking. Pursuant to VMC Chapter 20.927, at least one guest parking space is required for every three narrow lots; guest parking may be located on-street or in common parking areas. *VMC 20.927.030.B; VMC 20.927.040.A(2).* The proposed 114 narrow lots thus require a minimum of 38 guest parking spaces. As proposed, the project would provide 50 off-street and 49 on-street guest parking spaces, far exceeding the minimum requirement. The off-street guest parking is proposed in two areas in the northwest and northeast portions of the project. Conditions of approval would ensure compliance with guest parking development standards. *Exhibits 1, 3, and 4.*

28. In addition to narrow lot development guest parking, VMC Chapter 20.945 requires at least one off-street parking stall to serve residents of each lot, meeting certain dimensional and locational standards. As proposed, each lot would be developed with a two car garage and a two car driveway, exceeding the minimum off-street parking requirement. *Exhibits 1 and 4; Phil Wuest Testimony.*
29. Public water and sewer utility connections are available to the subject property. The Applicant would be required to extended both utilities through the development to serve the proposed lots. Sewer mains and separate service laterals for each building would be required. Any existing septic systems and/or wells discovered onsite would be required to be decommissioned/abandoned in accordance with Clark County requirements. *Exhibits 1, 3, 4, and 11.*
30. The Applicant submitted that the project would be compatible with neighboring uses. The proposed concept plan includes design, landscaping, parking, traffic management, and multi-modal transportation elements that would limit conflicts with adjacent uses. The proposed higher-density single family use is consistent with surrounding development patterns. Planning Staff agreed and submitted that the proposed development is compatible with the adjacent uses. *Exhibits 1 and 3.*
31. The Fire Department reviewed the proposal and determined that it is capable of compliance with the requirements of VMC Title 16 and the International Fire Code. The Fire Department's recommended conditions of approval, which address emergency vehicle access, fire hydrants, and signage among other items, were incorporated into the recommended conditions of approval. *Exhibit 1.*
32. The subject property is located in the service area of the Evergreen School District. Students residing within the subdivision would attend Endeavor Elementary School, Cascade Middle School, and Evergreen High School. The District was provided notice of the proposed development and submitted a letter regarding capacity impacts from the proposal. Planning Staff noted that school impacts would be mitigated through payment of impact fees as required by VMC 20.915, which are currently is \$6,100 per single-family dwelling unit. Any new bus stop locations to serve the project would be determined by the District. *Exhibits 1, 3, and 10; Mark Person Testimony.*
33. The subject property is located within Park District C. No park land dedication is required. The Applicant would be required to pay park impact fees pursuant to VMC Chapter 20.915. The current fee amount is \$2,142 per single-family dwelling unit. Traffic impact fees are \$2,550 per single-family detached unit and \$1,483.10 per single-family attached unit. *Exhibit 1.*
34. An archaeological predetermination was conducted on site; no evidence of archaeological materials was found. Planning Staff recommended a condition of approval requiring work to stop if archaeological deposits are found during construction. *Exhibit 1.*

35. There are no steep slopes or identified geologically hazardous areas onsite. The Applicant submitted a geotechnical study of the subject property to support appropriate design of residences and drainage facilities. The study concluded that the proposed design is compatible with the underlying soils, provided the construction recommendations contained in the report are followed. *Exhibits 1 and 15.*
36. The proposed project would generate more than 5,000 square feet of new impervious surface area and would require an erosion control plan and a stormwater pollution prevention plan (SWPPP). The existing storm system in NE 28th Street, which drains to Burnt Bridge Creek, must be protected from sediment laden runoff during construction. The submitted preliminary erosion control plan was reviewed and determined to be adequate to show that the proposal can meet the requirements of the City's erosion control ordinance (VMC Chapter 14.24). A final erosion/sedimentation control plan and a SWPPP would be required during civil review prior to building permit issuance. *Exhibit 1.*
37. Due to the proposed impervious surface areas, development of the project would also be required to comply with Minimum Requirements #1 through 9 of the City's Western Washington Phase II stormwater permit. An access and inspection easement in favor of the City for all on-site private storm facilities would be required. The application materials included a preliminary stormwater plan and report, which documents demonstrate that the project is capable of meeting the requirements of the City's stormwater ordinance (VMC Chapter 14.25). Proposed improvements include an infiltration system on-site to handle all runoff generated on-site. City Staff noted that connection to the public storm system would only be allowed if infiltration was not possible onsite and would require a flow control BMPs on-site. There are three existing storm treatment facilities on-site that must be maintained. The proposed plans appear to show that one of the facilities would be impacted by the project; if the facility is eliminated, it must be replaced with a comparable runoff treatment facility or runoff to this facility could be redirected to a new facility with enough capacity to handle the existing flow. A final stormwater plan and stormwater report would be required during civil review prior to building permit issuance. *Exhibits 1 and 14.*
38. Pursuant to the State Environmental Policy Act (SEPA), the City of Vancouver assumed the role of lead agency for review of environmental impacts caused by the proposal. After review of the Applicant's environmental checklist and application materials, the SEPA Responsible Official issued a notice of application, public hearing, and optional determination of non-significance (DNS) on July 25, 2019. The City issued a final DNS on August 28, 2019, with an appeal period ending September 11, 2019; no appeals were filed. *Exhibits 1, 5, and 6.* During the 30-day comment period, Clark County Public Health submitted comments indicating that the proposal would be required to be served by public water and sewer and that any on-site sewage components discovered during construction would have to be properly decommissioned. The Department of Ecology submitted comments relating to the standards for solid waste management and water quality. The Southwest Clean Air Agency submitted comments addressing standards for

construction dust management. *Exhibits 1, 7, 8, and 9.*

39. Notice of the application and the public hearing was issued on July 25, 2019. There was no public comment on the application. *Exhibits 1 and 5; Mark Person Testimony.*
40. Planning Staff submitted that, as conditioned, the proposal would satisfy applicable goals and policies in the Vancouver Comprehensive Plan 2011-2030 and the 112th Corridor Subarea Plan by providing new housing, flexibility, and efficiency in creating infill development. Planning Staff recommended approval with the conditions in the Staff Report. The Applicants requested minor modifications to some of the recommended conditions of approval, specifically conditions 31 and 45. Planning Staff agreed to the requested minor language revisions for both conditions. *Exhibit 1; Testimony of Phil Wuest, Chris Robertson, and Mark Person.*

CONCLUSIONS

Jurisdiction:

Per Vancouver Municipal Code 20.210.020 Table 20.210-1, boundary line adjustments are Type I development applications, which are decided by the Planning Official, and preliminary subdivisions are Type III development applications, which are decided by the Hearing Examiner. Per Vancouver Municipal Code 20.260.030, the Hearing Examiner is authorized to hear and issue findings, conclusions, and recommendations on planned developments pursuant to the Type IV review process. Pursuant to VMC 20.210.020.D, when more than one permit is required for a given proposal, all applications are consolidated into a single review subject to the highest type of procedure that applies to any of the applications. For the subject application, this would be a Type IV review process with a recommendation by the Hearing Examiner to City Council.

Planned Development Criteria for Review:

Pursuant to VMC 20.260.050.A, to receive approval for a planned development, the Applicant must demonstrate compliance with all of the following criteria:

1. Content. The concept plan contains all of the components required in Section 20.260.070. Compliance with all applicable standards. The proposed development and uses comply with all applicable standards of the Title, except where adjustments are being approved as part of the concept plan application, pursuant to Section 20.260.030(D)(2).
2. Architectural and site design. The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally-friendly architectural and site design.
3. Transportation system capacity. There is either sufficient capacity in the transportation system to safely support the development proposed in all future phases or there will be adequate capacity by the time each phase of development is completed.

4. Availability of public services. There is either sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal, to adequately serve the development proposed in all future phases, or there will be adequate capacity available by the time each phase is completed.
5. Protection of designated resources. City-designated resources such as historic landmarks, significant trees and sensitive natural resources are protected in compliance with the standards in this and other Titles of the VMC.
6. Compatibility with adjacent uses. The concept plan contains design, landscaping, parking/traffic management and multi-modal transportation elements that limit conflicts between the planned development and adjacent uses. If zoning districts are shifted per section 20.260.020(C) VMC, there shall be a demonstration that the reconfiguration of uses is compatible with surrounding uses by means of appropriate setbacks, design features or other techniques.
7. Mitigation of off-site impacts. All potential off-site impacts including litter, noise, shading, glare and traffic, will be identified and mitigated to the extent practicable.

Pursuant to VMC 20.260.050.B, adjustments to numerical development standards may be processed as part of the [planned development] request for concept if the applicant can demonstrate compliance with all of the following approval criteria:

1. The adjustment(s) is warranted given site conditions and/or characteristics of the design.
2. The benefits accruing from the implementation of the adjustment outweigh any potential adverse impacts.
3. Any impacts resulting from the adjustment are mitigated to the extent practical.

Subdivision Criteria for Review:

Pursuant to VMC 20.320.040, to obtain approval of a preliminary subdivision, the Applicant must demonstrate compliance with all of the following criteria:

- A. Public facilities provision. Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for transportation, water, storm drainage, erosion control and sanitary sewage disposal methods that are consistent with the City's current ordinances, standards and plans;
- B. Proposed improvements. Appropriate provisions have been made for proposed streets, alleys and public ways, utilities and other improvements that are consistent with the City's current ordinances, standards and plans, and Department of Health and/or Washington State Department of Transportation standards and plans, where applicable;

- C. Open space and dedications. Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for open space, parks, schools, dedications, easements and reservations;
- D. Physical characteristics. The design of the proposed short subdivision or subdivision site has taken into consideration the physical features of the site, including but not limited, to: topography, soil conditions, susceptibility to flooding, inundation or swamp conditions, steep slopes or unique natural features such as wildlife habitat or wetlands;
- E. Re-platting of existing subdivisions. When re-platting an existing subdivision, the short subdivision or subdivision shall comply with all of the terms and conditions of the existing subdivision's conditions of approval;
- F. Compliance with all requirements of this title. The proposed short subdivision or subdivision complies with all applicable requirements of this title unless modified through the approval; and
- G. Compliance with State requirements. That the proposed short subdivision or subdivision complies with the requirements of RCW 58.17.110.
- H. Narrow Lot Additional Criteria. Land divisions which contain one or more residential lots having a width of less than 40 feet shall meet additional criteria of VMC 20.927.030 A, B and C.

Conclusions Based on Findings:

1. As conditioned, the proposal demonstrates compliance with the criteria for a planned development.
 - a. The Applicant submitted a concept development plan as required by the planned development ordinances. The proposed residential uses are allowed within planned developments and within the underlying R-22 zoning designation. The proposed development would be consistent with the standards of Title 20, with the exception of authorized adjustments and incentives. The requested adjustments to the minimum lot area for three of the 114 lots, maximum lot coverage standards for the detached single-family structures in the interior of the project, and reduced maneuvering room between garages and the 20-foot wide private alley access are consistent with the approval criteria in that they are needed for the two-story/front porch design concept, would contribute to the communal open space resulting in a cohesive neighborhood, and would not result in unmitigated impacts. The conditions recommended by Planning Staff, slightly modified by discussion at hearing, have been incorporated into this recommendation. *Findings 2, 7, 8, 9, 10, 11, 12, 14, 19, 20, 21, 22, 23, 24, 25, and 26.*

- b. The proposal provides for an architectural and site design that is consistent with the 112th Avenue Corridor Plan District. With the proposed alley-loaded lots, central green, and front porches, the residences would have a strong street orientation. The proposed pedestrian connections would promote walking and pedestrian access to nearby jobs and commerce. Trees would be planted in a quantity exceeding minimum ordinance requirements. *Findings 4, 7, 11, 12, 16, 17, and 18.*
 - c. With the recommended street and alley improvements, frontage dedication and improvement, and the stop signs recommend by the Applicant's traffic impact analysis, adequate provisions would be made for transportation system capacity to serve the development. *Findings 7, 10, 12, 17, 19, 20, 21, 22, 23, 24, 25, and 26.*
 - d. Municipal sewer and water are available to serve the development, and stormwater would be infiltrated on-site. No phasing is proposed. The recommended conditions of approval address Fire Department requirements. *Findings 29, 31, 35, 36, and 37.*
 - e. There are no sensitive natural resources on site that would require protection under the critical areas ordinance. Trees would be planted through the site according to approved landscape plans. No archaeological resources were identified on-site; however, a recommended condition of approval includes stop work and notification requirements if archaeological resources are discovered during construction. *Findings 3, 16, and 34.*
 - f. The proposed development would be compatible with adjacent uses. Adjacent lands are developed with higher density residential development, a retirement community, and commerce. Interior guest parking would be provided, and on-street parking would continue to be available to serve adjacent uses. Landscaping and street trees would be provided. *Findings 3, 4, 27, 28, and 30.*
 - g. With payment of mitigation fees and construction of street improvements, off-site impacts would be adequately mitigated. *Findings 19, 20, 21, 22, 23, 24, 25, 26, 32, and 33.*
2. With conditions, the proposal satisfies the criteria for a preliminary subdivision.
- a. Appropriate provision would be made for public facilities, including water, sewer, stormwater control, and transportation. *Findings 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 35, 36, 37, and 38.*
 - b. Appropriate provision would be made for streets, alleys, and utilities. The street improvements would be designed consistent with City standards. Water and sewer would be extended to each lot and through the project. *Findings 10, 12, 17, 19, 20, 21, 22, 23, 24, 25, 26, 29, and 38.*
 - c. Appropriate provision would be made for parks and open spaces. *Findings 8, 14, and 33.*

- d. There are no slopes or other critical areas on-site. Design of the subdivision would take into account the presence of the existing stormwater facilities which must be retained or replaced. *Findings 3, 35, 36, and 37.*
- e. The proposal is not a re-plat of a prior subdivision. *Finding 18.*
- f. The proposal would comply with all applicable requirements of Title 20, except as modified through the planned development process and through use of narrow lot incentives. *Findings 4, 5, 6, 7, 13, 15, 16, 18, 32, 34, and 35.*
- g. Compliance with the above criteria demonstrates compliance with most of the criteria contained in RCW 58.17. In addition to what has already been stated, the proposal makes appropriate provision for schools and students would be bussed. Also relevant is that the City reviewed the proposal under the State Environmental Policy Act and issued a determination of non-significance. *Findings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, and 40.*
- h. As conditioned, the project would comply with the additional narrow lot criteria. *Findings 4, 12, 13, 27, and 28.*

RECOMMENDATION

Based on the foregoing findings and conclusions, the requested preliminary plat and planned development to allow the subdivision 8.77 acres into 114 single-family residential lots **SHOULD BE APPROVED** subject to the following conditions to be satisfied by the Applicant or successors in interest:

Prior to Civil Plan Approval

1. The Applicant shall upload the civil plan review set showing all the revisions requested as well as all necessary reports (geotechnical, hydrology, traffic analysis, road modification, etc.). Include a detailed site plan in the civil plan review set. For questions on these requirements please contact 360-487-7804.
2. Grading plan review fees will be due upon submittal of civil plans for review. Contact Permit Center staff at 360-487-7802 to obtain a fee quote.
3. Mains and fire hydrants shall be shown with minimum fire flow provided as required by 2015 International Fire Code Appendix B, B105.2 and Table B105.1.
4. The Applicant shall add a note to the grading plan stating: "In the event that archaeological deposits are encountered during construction, work shall be halted immediately and the City of Vancouver's Community and Economic Development Department and the Washington State Department of Archaeology and Historic

Preservation shall be notified in order for the findings to be investigated and assessed by a professional archaeologist.”

5. The Applicant shall pay concurrency monitoring fees totaling \$1,500.00.
6. An erosion control plan shall be submitted and approved prior to clearing, grading or construction. The plan shall be designed according to the City of Vancouver’s General Requirements and Details.
7. The Applicant shall submit a separate fire response plan.
8. Street trees along NE 28th Street shall be planted a minimum of three feet behind the curb and plant street trees along existing private roads.
9. The Applicant shall increase diversity by reducing the number of dogwoods and planting other flowering trees such as 40 Galaxy magnolias and by reducing number of Green Arrow Cedars and plant 30 Incense Cedars. Per VMC: Replacement trees shall optimize tree diversity; include native species and at least 60 percent conifers; utilize insect and disease resistant trees.
10. The Applicant shall increase diversity by reducing maple numbers, increase Green Vase Zelkovas, incorporate European Hornbeams, and incorporate other species such as Sterling Lindens. Per VMC: Replacement trees shall optimize tree diversity; include native species and at least 60 percent conifers; utilize insect and disease resistant trees. Increase conifers such as Incense cedars along property lines.
11. Spacing of trees to be planted shall be such that it provides for the eventual mature size of the trees. Keep trees ten feet from buildings so that they have room to mature and no closer than 20 feet on center.
12. The Applicant shall coordinate with the Traffic Operations Division to establish placement locations for additional Type D ‘acorn-style’ lights (T21-04) along the frontage of NE Angelo Drive and show them on the civil plans. Prior to the issuance of final subdivision approval, the Applicant shall provide the following for NE Angelo Drive:
 - Install City of Vancouver standard major commercial-style driveway to serve the proposed private street.
 - Install Type D ‘acorn-style’ street lighting as directed by Traffic.
 - Upgrade the existing ADA ramp at the northwest corner of the existing private street intersection to meet current standards.
 - Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

Prior to combustible construction

13. Fire hydrants for emergency use shall be installed, approved and maintained.

14. Fire apparatus access shall be provided and maintained.

Prior to or during construction

15. Temporary address signage shall be visible and legible from the street fronting the property for emergency response during construction.
16. The Applicant shall obtain all required permits to complete the sewer service lateral construction.
17. If an on-site sewage system is found during development, it must be properly abandoned. The proposed development must connect to an approved public sewer system.
18. If a well is found during development, it shall be properly decommissioned by a licensed well driller. The proposed development must connect to an approved public water system.
19. The Applicant shall comply with the requirements of the Clark County Public Health Development Review letter dated February 28, 2019.
20. The Applicant shall comply with the requirements in Southwest Clean Air Agency's letter dated August 22, 2019.
21. The Applicant shall comply with the requirements in the Department of Ecology's letter dated August 23, 2019.

Prior to Final Plat Approval

22. The Applicant shall submit a final plat application along with two (2) full size copies and 1 reduced 8 ½ x 11 copy of the proposed plat and tree/landscape plan. Applications can be found under Building, Planning and Environment on the City of Vancouver website, www.cityofvancouver.us.
23. A note shall be added to the plat stating that all lots conform to the City of Vancouver driveway spacing standards, per VMC 11.80.110.
24. The following note shall be placed on the final plat: "Homeowners Association is responsible for maintenance of all open space tracts listed on this plat."
25. The Applicant shall satisfy all of the submittal and other related requirements itemized in the projects upcoming Notification of Civil Plan Approval (plan approval letter).
26. The following note shall be added to the final plat: "Development within this subdivision is subject to an approved tree plan. Tree removal is subject to approval by the City of Vancouver. All trees must be planted prior to occupancy per the approved tree plan."

27. The Applicant shall show all easements on the final plat.
28. The Applicant shall add a note to the plat that states: In the event that archaeological deposits are encountered during construction, work shall be halted immediately and the City of Vancouver's Community and Economic Development Department and the Washington State Department of Archaeology and Historic Preservation shall be notified in order for the findings to be investigated and assessed by a professional archaeologist.
29. The Applicant shall submit a copy of the final acceptance letter from the purveyor to the Public Health along with the final plat for signature.
30. Where private streets are included in plats/subdivisions that include conditions, covenants and restrictions (CCRs), the CCRs must include the following statement:
WARNING: The City of Vancouver has no responsibility to improve or maintain the private streets contained within, or private streets providing access to, the property described in this plat, nor does the City of Vancouver have responsibility for any of the infrastructure associated with the roadway such as sidewalks, drainage facilities, street lights, curbs, or landscaping.
31. The Applicant shall provide a shared access and maintenance agreement for all shared driveways and private streets to cover the cost of maintaining and operating street surface, signs and markings, streetlights, and drainage system, as it applies to private streets and shared driveways. Any shared accesses shall be called out on the plat. Shared access and maintenance agreements shall be provided prior to final plat approval and shall either be recorded on all parcels that are benefited by the private improvements or shall be addressed in a legally binding manner through covenants, conditions, and restrictions, as approved by the City.
32. The CCRs must include terms and condition of responsibility for liability, maintenance, maintenance methods, standards, distribution of expenses, remedies for noncompliance with the terms of the agreement, right of use easement, and other considerations.
33. The Applicant shall provide the following for NE 28th Street:
 - Dedicate additional right of way as necessary to meet the minimum required 50-foot half-width standard.
 - Remove the existing sidewalk.
 - Abandon and remove the two existing mid-block ADA ramps.
 - Abandon and remove all existing driveway accesses.
 - Install City of Vancouver standard detached sidewalks with minimum width of six feet and install a planting strip. If the detached sidewalk does not fit within the standard right of way width an appropriate pedestrian easement will be required.
 - Upgrade the existing streetlights to LED lenses per current city standards.
 - Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

34. The Applicant shall provide the following for NE Four Seasons Lane:
- Dedicate additional right-of-way as necessary to meet the minimum required 35-foot half-width standard.
 - Upgrade the existing ADA ramp at the northwest corner of the existing private street intersection to meet current standards.
 - Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
35. The Applicant shall comply with all conditions and requirements set forth in the road modification decision dated August 28, 2019.
36. The Applicant shall construct the portion of NE 27th Way between NE 115th Place and NE 117th Place as a private street with the following City of Vancouver standard improvements:
- 28-foot paved width to allow parallel parking on one side of the street.
 - Curb, gutter, five-foot detached sidewalk, street lighting, ADA ramps, and planting strip shall be installed on the same side of the street as the parallel parking.
 - Curb, gutter, and driveway approaches shall be installed on the side of the street opposite from the parallel parking.
 - Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
37. The Applicant shall construct the portion of NE 27th Way located on the east side of NE 117th Place as a private street with the following City of Vancouver standard improvements:
- 16-foot paved width (minimum).
 - Flat curbs on both sides of the street per city standard plan T01-01A.
 - Two-foot center gutter pan.
 - Perpendicular parking on one side as necessary to meet minimum requirements.
 - Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
38. The Applicant shall construct NE 115th Place as a private street with the following City of Vancouver standard improvements:
- 28-foot paved width to allow parallel parking on one side of the street.
 - Curb, gutter, five-foot detached sidewalk, street lighting, ADA ramps, and planting strip shall be installed on the same side of the street as the parallel parking.
 - Curb, gutter, (or gutter pan as appropriate), parallel or perpendicular parking as necessary to meet minimum requirements, five-foot meandering sidewalk, street lighting, and ADA ramps shall be installed on the side of the street opposite from the parallel parking.
 - Install traffic control devices as warranted, and storm drainage as required by the City stormwater ordinance.

39. The Applicant shall construct NE 117th Place as a private street with the following City of Vancouver standard improvements along the side of the street that fronts the subdivision:
- Additional paved width as necessary to provide at least 36-foot total paved width, to allow parallel parking on both sides of the street.
 - Curb, gutter, five-foot attached sidewalk, street lighting, and ADA ramps.
 - Install traffic control devices as warranted, and storm drainage as required by the City stormwater ordinance.
40. The Applicant shall coordinate with the property owner on the opposite side of the street to remove all existing parking restrictions on NE 117th Place, including signage and curb paint.
41. The Applicant shall construct the interior alleys with the following City of Vancouver standard improvements:
- 20-foot paved width (minimum).
 - Flat curbs on both sides of the alley per city standard plan T01-01A.
 - Two-foot center gutter pan.
42. The Applicant shall coordinate with the City's Traffic Engineer to provide stop signs at the locations specified in the Applicant's traffic impact analysis. Information pertaining to the placement of the new stop signs shall be included in the signing and striping plan section of the approved civil plans. Signing and striping plans are required even if not proposing any new striping in the public right-of-way. If no new striping is proposed, then the plan should indicate what exists.

Prior to Issuance of Building Permits

43. The Applicant shall pay all applicable fees, including impact fees. Pursuant to Chapter 20.915 of the VMC, the Park, Traffic and School Impact Fees for a single-family residence in this plat are \$1,565.00 (Park District C), \$2,550.00 for single-family detached lots and \$1,483.13 for single-family attached lots (Pacific TIF District), and \$6,100.00 (Evergreen School District). Said fees will be recalculated for building permit application filed more than three years after preliminary plat approval. These fees do not constitute liens against the lots in this subdivision but are collected as a condition of initial building permit issuance.
44. A final summary report by the geotechnical engineer of record shall be prepared and submitted to the City of Vancouver that states the project soils were prepared in accordance with the governing geotechnical report and construction documents. Applicant shall provide a current report with lot specific conditions and compaction test results by final grading. Please send to inspectionreports@cityofvancouver.us.
45. Future buildings shall look substantially similar to the 28th Street renderings submitted June 20, 2019, or shall otherwise be accepted by the City.

46. Fence heights shall be limited to 36 inches along 28th Street frontage and internal pedestrian connections.

Prior to Issuance of Certificate of Occupancy

47. All trees shall be planted in accordance with VMC 20.925.060.
48. This project has been reviewed in accordance with the 2015 International Fire Code as adopted and amended by the Vancouver Municipal Code, Section 16.04. The Applicant will be required to comply with all applicable codes and ordinances even in the absence of plan review comments.

Issued November 6, 2019.

By:



Sharon A. Rice
City of Vancouver Hearing Examiner

MEMORANDUM

DATE: November 26, 2019
TO: Mayor and City Council
CC: Eric Holmes, City Manager
FROM: Jonathan Young, City Attorney
RE: Proposed 2019 Vancouver Plan and Zoning Map and Text Changes



Hutchins Development Holdings (HDH) requested a zoning change for a 4.3 acre parcel located at the SW corner of SE 1st Street and SE Olympia Drive; the proposed zoning change was from IL to R-30 zoning. The Planning Commission considered this request and voted 4-2 against the proposed change. The Planning Commission voted in favor of various other Title 20 amendments. Staff prepared draft ordinances that mirrored the Planning Commission's recommendations. (I.e., items that were recommended for adoption were memorialized within the text of the proposed Ordinances. Consistent with the Planning Commission's recommendation, the proposed HDH zoning change from IL to R-30 zoning was not included in the text of the Ordinances that came before you for consideration last night.)

As a result, by way of vote to approve Item 7 on last night's Consent Agenda, City Council passed all of the zoning changes that were recommended by the Planning Commission on First Reading. Simultaneously, Council's vote last night affirmed the Planning Commission's denial of the zoning change requested by HDH. Therefore, from a procedural standpoint, I would advise that you may affirm all of the Planning Commission's recommendations (including denial of the HDH amendment) with a simple vote to approve these items at Second Reading/Public Hearing on December 2, 2019.

In hindsight, reflecting back on last night, I believe that a couple factors contributed to confusion:

- It was appropriate for Staff to notify Council of all of the Planning Commission's recommendations (including the proposed denial of the HDH zoning change).¹ However, the Staff Report called out the fact that there was "one proposal not recommended" but did not concisely state that the text of the ordinances before you had been prepared in such a way that an affirmative vote by Council would affirm the Planning Commission's denial of the change sought by HDH.
- Second, the Staff Report did not call out the contents of "Ordinance A", "Ordinance B", "Ordinance C", and "Ordinance D" in such a way as to allow readers to quickly discern the contents of each relative to the recommended changes. (As a result, it was a bit challenging to attempt to quickly search for something that we thought was intentionally omitted and confirm this to be the case.)

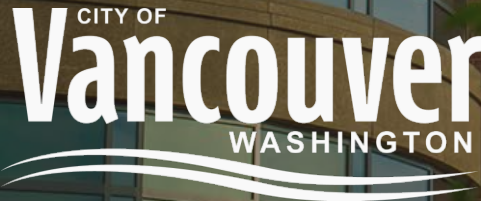
¹ VMC 20.285.040.D provides: "D. Hearings Process. The planning commission at a duly advertised public hearing shall develop and forward a recommendation for approval, approval subject to modifications or conditions, or denial to the Vancouver city council. The Vancouver city council shall hold a duly advertised, open record public hearing to make final decisions on the planning commission recommendation."

- Finally, this was actually the first time that we have attempted to use the newly enacted amendment to City Charter Section 2.12 which allows amendment of only a subsection of an ordinance provided the context and effect of the amendment can be discerned solely by reference to subsection. While this is likely to be a very helpful amendment overall, when coupled with the issues above, it meant we were left with fewer reference points to aid in our efforts to quickly reconcile questions about the content of the ordinances that arose during your deliberations.

I will be sharing the points above with applicable City staff and working to ensure increased clarity within the Staff Reports that accompany ordinances that come to you for consideration.

Fall 2019 Comprehensive Plan and zoning amendments

VANCOUVER
CITY HALL



December 2, 2019

Vancouver City Council Public Hearing

**Bryan Snodgrass, Principal Planner, Community
and Economic Development**

**bryan.snodgrass@cityofvancouver.us, 360-487-
7946**

Presentation Overview

- Staff presentation of 29 Comprehensive Plan and zoning change proposals: three site specific map designation changes from property owners, four map corrections identified by City staff, one Comprehensive Plan text change, and 21 zoning text changes.
- Council questions, public testimony, deliberations and decisions. Grouped into four distinct hearings.
- All but two proposals unanimously recommended by Planning Commission with no public testimony offered. All reviewed at the October 14 Council worksession.
- One proposal, the HDH rezone, was denied at the November 25 first reading

Fourth Plain Commons/R-22 to CC on 1.6 acres – Ord. A



Fourth Plain Commons Map Amendment Background

- Applicants Vancouver Housing Authority and City of Vancouver envision 65-80 affordable housing units above 11,000 square feet of first floor community facilities including a commercial kitchen and office to be owned and/or managed by the City of Vancouver, and parking.



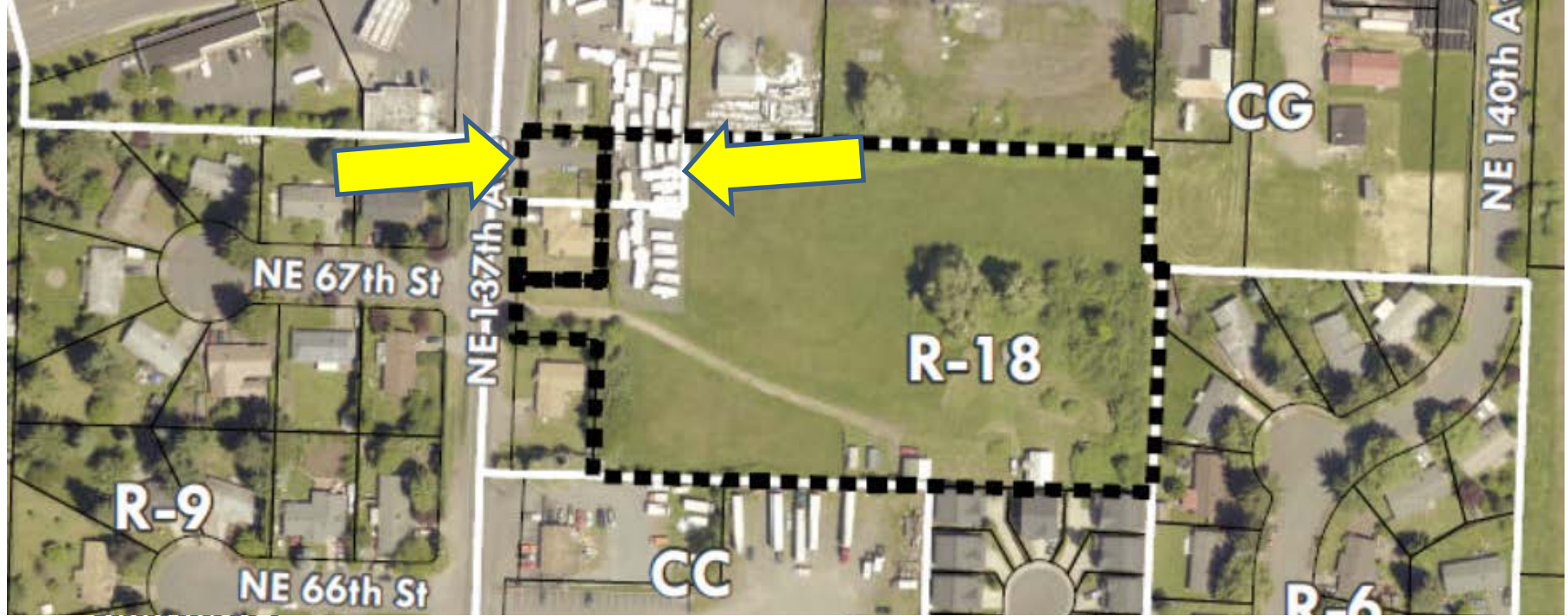
Vancouver Commons Map Amendment Background

- Proposal estimated to increase traffic from 24 to 47 trips in p.m. peak hour, but actual increase likely lower since estimates are for standard apartment development rather than affordable housing, and do not account for BRT service which stops one block west. Traffic impacts to be addressed during site plan review.
- Staff recommended approval as proposal provides for affordable housing and community facilities on a major corridor with existing services. Planning Commission unanimously recommended approval.

Fourth Plain Commons Map Amendment – Return to Council

- Questions
- Applicant and public testimony
- Deliberations and decision

Malloy Map Change/GC to R-18 on 0.3 acres – Ord. B



Malloy Map Amendment Background

- Applicant Ginn Development proposes 68-lot single family subdivision with lots averaging 2300 square feet in size
- Staff recommended approval as rezone properties have very limited economic benefit because of their split zoning status, size, and location. The proposed R-18 zoning allows the properties along with a larger existing property to develop at densities likely to increase housing access and affordability in surrounding area. Planning Commission unanimously recommended approval.

Malloy Map Amendment – Return to Council

- Questions
- Applicant and public testimony
- Deliberations and decision

5th St/Hawes Map Change/CC to R-22 on 0.7 acres – Ord. C



5th Street/Hawes Map Amendment Background

- Applicant Ginn Development envisions future townhomes or garden apartment development
- Staff recommended approval as rezone would continue existing development patterns east and west of the site and facilitate housing near services. The site's commercial viability is likely limited by the parcel depth and location immediately abutting apartment developments to the south, and 700 feet removed from Mill Plain Boulevard to the north. Planning Commission unanimously recommended approval.

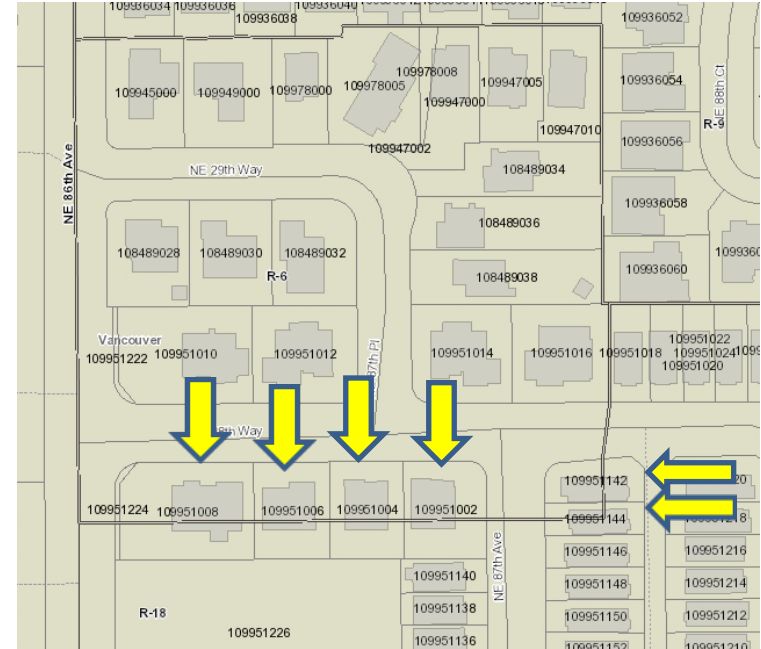
5th Street/Hawes Map Amendment – Return to Council

- Questions
- Applicant and public testimony
- Deliberations and decision

Map Corrections and Text Changes – Ord. D

Map Corrections:

- Resolution of split R-6/R-18 zoning on six adjacent single family homesites at 28th Way and 87th Avenue
- Removal of inappropriate OS (Open Space) Comprehensive Plan designations at an existing homesite, and an existing school
- Addition of missing OS designation at a park



Comprehensive Plan Text Change

- Adopt by reference Evergreen School District Capital Facilities Plan (CFP) 2019-2025, needed to authorize updated School Impact Fees in zoning code. Update increases single family residential fees from \$6100 to \$6432 per unit, and decreases multi-family residential fees from \$7641 to \$3753 per unit in the ESD service area.
- CFP previously adopted by the District in May 2019 and Clark County in September 2019

Zoning Text Changes with Policy Implications

- Planned Developments - Update standards to clarify requirement that open space be centralized, increase site density bonus allowances to 15% above underlying zoning, and allow duplexes, triplexes, and townhomes
- Mixed Use - Eliminate allowance for single-use buildings on non-arterials to be qualify as mixed use standards
- School Impact Fees – Adopt updated ESD fees as noted

Zoning Text Changes – Policy Implications (cont.)

- Parking for Specialty Housing – Expand on recent statutory changes, lower minimum requirements to 0.75 spaces per very affordable housing unit, eliminate parking minimum for residents (but not staff) of senior or disabled persons housing
- Conditional Use Permit (CUP) requirements – Adopt consistent CUP triggering thresholds for all levels of new schools. For all uses, streamline CUP thresholds for expansions.

Zoning Text Changes – Policy Implications (cont.)

- Accessory Structures – Eliminate 800 s.f. limit on accessory structures, in recognition of existing larger garages. Keep requirements that detached ADUs, including converted garages, cannot exceed 800 square feet.

Zoning Text Changes – Limited Policy Implications

- Update Site Plan Type I and II thresholds.
- Allow parks as permitted uses in some circumstances currently listed as limited use or requiring CUP
- Clarify requirement for mobile homes in single family zones so as not to prohibit ADUs
- Update various application requirements to reflect electronic submittal or other factors
- Update various cross references and correct errors and omissions

Map Corrections and Text Changes – Return to Council

- Questions
- Applicant and public testimony
- Deliberations and decision



Staff Report 177A-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/2/2019

SUBJECT Proposed 2019 Vancouver Comprehensive Plan and Zoning Map and Text Changes

Key Points

- Thirty amendments are proposed: four privately requested Comprehensive Plan and zoning map changes, four site specific map corrections identified by staff, one Comprehensive Plan text change, and 21 zoning code text changes. Only six of the zoning text changes are estimated to have significant policy implications.
- At an October 8 public hearing all but three proposals were unanimously recommended for approval by the Planning Commission with limited deliberation and no public testimony offered. Planning Commission staff reports and draft minutes are available [here](#) and [here](#) (respectively).

Strategic Plan Alignment

N/A

Present Situation

Council is requested to review and make final determinations on the proposed map and text changes:

Two proposals with unanimous recommendations involving limited public testimony

- The Fourth Plain Commons map change from R-22 to CC zoning at the former Warrior Field site on Fourth Plain Boulevard to allow development of a 4-5 story mixed use affordable housing building with first floor community facilities drew one comment in favor and one against. Neighborhood resident and non-profit founder Mark Maggiora testified in favor, while Maplewood Neighborhood Association Chair James Dougherty testified against, citing concerns about parking adequacy, lack of notice, and lack of clarity about the anticipated square footage of the first floor of the building.
- A proposed zoning code text change lowering minimum parking requirements for very

affordable housing (50% of Area Median Income or less) to 0.75 spaces per resident, along with eliminating minimum parking requirements for residents at senior or disabled housing facilities pursuant to legislative changes under E2SHB 1923 was also opposed by James Dougherty.

Advantage(s)

1. Approval of the proposed Fourth Plain Commons map change would facilitate affordable housing and community services along a major transportation corridor served by Bus Rapid Transit (BRT).
2. Approval of the Malloy and 5th Street/Hawes map changes would allow housing at densities which would likely increase housing access and affordability in their vicinities, on properties better suited to residential uses given adjacent land uses.
3. Approval of the map corrections would remove existing split zoning on residential properties, and resolve inappropriate application of Open Space Comprehensive Plan designations.
4. Approval of other zoning code text changes would update school impact fees, including a decrease in multi-family unit fee rates; reduce minimum parking requirements for affordable, senior, and disabled housing projects pursuant to recent legislative requirements, and subject to ongoing review; update, clarify and streamline standards; update application submittal requirements; and correct errors.

Disadvantage(s)

Approval of the Malloy and 5th Street/Hawes map changes would remove commercially designated land, although the size and locations of the properties limit their viability for commercial development.

Budget Impact

No direct impacts.

Prior Council Review

- A City Council workshop on all items was held October 14, 2019.
- At the Monday, November 25 first reading, the City Council approved ordinances for second reading, but directed removal of the HDH map change proposal from further consideration. Denial of the HDH proposal had been recommended by Planning Commission at an October 22, 2019, public hearing.

Action Requested

On Monday, December 2, 2019, subject to second reading and public hearing, approve ordinances.

Bryan Snodgrass, Principal Planner, 487-7946

ATTACHMENTS:

- ▣ Ordinance for Fourth Plain Commons map amendment
- ▣ Ordinance for Malloy map amendment
- ▣ Ordinance for 5th Street/Hawes map amendment
- ▣ Ordinance for map corrections, and the Comprehensive Plan and zoning text amendments

ATTACHMENT A – ORDINANCE FOR FOURTH PLAIN COMMONS MAP CHANGE

11/25/19

12/02/19

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designations for certain properties, providing for severability, and providing for an effective date.

WHEREAS, pursuant to the Growth Management Act the City Council has adopted a Comprehensive Plan for the City of Vancouver (Ordinance M-3994), and Title 20 zoning standards (last amended through Ordinance M-4034); and

WHEREAS, an application for a property-specific changes to Comprehensive Plan and zoning map designations was submitted to the City of Vancouver pursuant to the Annual Review program; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at a duly advertised work sessions on August 13, September 10 and September 24, and a duly advertised public hearing on October 8, 2019, and, in consideration of cumulative impacts of all the proposed Comprehensive Plan changes, voted unanimously to recommend approval of the Comprehensive Plan and zoning map amendment described herein for adoption to the City Council; and

WHEREAS, the City Council conducted a duly advertised public work session on October 14 2019, first reading on November 25, a public hearing on December 2, following which the Council wishes to adopt the Planning Commission recommendations for approval; and

WHEREAS, the cumulative environmental impacts of the proposed Comprehensive Plan and zoning changes have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. A Notice of Determination of Non-significance (DNS) was issued on September 17, 2019 for the proposed Comprehensive Plan and zoning text and map changes, and no SEPA comments or appeals were received; and

WHEREAS, the City Council finds and concludes that the proposed changes are consistent with

ORDINANCE - 1

all relevant criteria for Comprehensive Plan and Zoning Plan Map and Text Amendments (VMC 20.60 and 20.285) and consistent with the policies and provisions of the Comprehensive Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the October 8, 2019 public hearing, are hereby adopted as the City Council's findings of fact; and

Section 2. Comprehensive Plan Map Amendment. The Vancouver Comprehensive Plan Land Use Map, established as part of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, is amended to change the Comprehensive Plan Land Use Map designation on Clark County Assessor tax lot 29844000, located at 2200 Norris Road from Urban High Density to Commercial

Section 3. Zoning Code Map Amendments. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change the zoning map designation from R-22 to Community Commercial on Clark County Assessor tax lot 29844000 at 2200 Norris Road

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged 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 and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 5. Effective Date. This ordinance shall go into effect 30 days after adoption

Section 6. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

ORDINANCE - 2

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Council Members

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2019

Anne McEnerny Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 3

SUMMARY

ORDINANCE NO. M _____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designations for certain properties, and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

ATTACHMENT B – ORDINANCE FOR MALLOY MAP CHANGE

11/25/19

12/02/19

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designations for certain properties, providing for severability, and providing for an effective date.

WHEREAS, pursuant to the Growth Management Act the City Council has adopted a Comprehensive Plan for the City of Vancouver (Ordinance M-3994), and Title 20 zoning standards (last amended through Ordinance M-4034); and

WHEREAS, an application for a property-specific changes to Comprehensive Plan and zoning map designations was submitted to the City of Vancouver pursuant to the Annual Review program; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at a duly advertised work sessions on August 13, September 10 and September 24, and a duly advertised public hearing on October 8, 2019, and, in consideration of cumulative impacts of all the proposed Comprehensive Plan changes, voted unanimously to recommend approval of the Comprehensive Plan and zoning map amendment described herein for adoption to the City Council; and

WHEREAS, the City Council conducted a duly advertised public work session on October 14 2019, first reading on November 25, a public hearing on December 2, following which the Council wishes to adopt the Planning Commission recommendations for approval; and

WHEREAS, the cumulative environmental impacts of the proposed Comprehensive Plan and zoning changes have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. A Notice of Determination of Non-significance (DNS) was issued on September 17, 2019 for the proposed Comprehensive Plan and zoning text and map changes, and no SEPA comments or appeals were received; and

WHEREAS, the City Council finds and concludes that the proposed changes are consistent with

ORDINANCE - 1

all relevant criteria for Comprehensive Plan and Zoning Plan Map and Text Amendments (VMC 20.60 and 20.285) and consistent with the policies and provisions of the Comprehensive Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the October 8, 2019 public hearing, are hereby adopted as the City Council's findings of fact; and

Section 2. Comprehensive Plan Map Amendment. The Vancouver Comprehensive Plan Land Use Map, established as part of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, is amended to change the Comprehensive Plan Land Use Map designation on the northern 0.15 acres of Clark County Assessor tax lot 158683000, located at 6707 NE 137th Avenue from Commercial to Urban High Density, and the abutting northwestern 0.15 acres of Clark County Assessor tax lot 158636000, located at 6625 NE 137th Avenue from Commercial to Urban High Density.

Section 3. Zoning Code Map Amendments. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change Clark County Assessor tax lot 158683000, located at 6707 NE 137th Avenue from CG to R-18, and the abutting northwestern 0.15 acres of Clark County Assessor tax lot 158636000, located at 6625 NE 137th Avenue from CG to R-18.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged 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 and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

ORDINANCE - 2

Section 5. Effective Date. This ordinance shall go into effect 30 days after adoption

Section 6. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Council Members

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2019

Anne McEnery Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 3

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designations for certain properties, and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

ATTACHMENT C – ORDINANCE FOR 5th STREET/HAWES MAP CHANGE

11/25/19

12/02/19

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designations for certain properties, providing for severability, and providing for an effective date.

WHEREAS, pursuant to the Growth Management Act the City Council has adopted a Comprehensive Plan for the City of Vancouver (Ordinance M-3994), and Title 20 zoning standards (last amended through Ordinance M-4034); and

WHEREAS, an application for a property-specific changes to Comprehensive Plan and zoning map designations was submitted to the City of Vancouver pursuant to the Annual Review program; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at a duly advertised work sessions on August 13, September 10 and September 24, and a duly advertised public hearing on October 8, 2019, and, in consideration of cumulative impacts of all the proposed Comprehensive Plan changes, voted unanimously to recommend approval of the Comprehensive Plan and zoning map amendment described herein for adoption to the City Council; and

WHEREAS, the City Council conducted a duly advertised public work session on October 14 2019, first reading on November 25, a public hearing on December 2, following which the Council wishes to adopt the Planning Commission recommendations for approval; and

WHEREAS, the cumulative environmental impacts of the proposed Comprehensive Plan and zoning changes have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. A Notice of Determination of Non-significance (DNS) was issued on September 17, 2019 for the proposed Comprehensive Plan and zoning text and map changes, and no SEPA comments or appeals were received; and

WHEREAS, the City Council finds and concludes that the proposed changes are consistent with

ORDINANCE - 1

all relevant criteria for Comprehensive Plan and Zoning Plan Map and Text Amendments (VMC 20.60 and 20.285) and consistent with the policies and provisions of the Comprehensive Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the October 8, 2019 public hearing, are hereby adopted as the City Council's findings of fact; and

Section 2. Comprehensive Plan Map Amendment. The Vancouver Comprehensive Plan Land Use Map, established as part of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, is amended to change the Comprehensive Plan Land Use Map designation on Clark County Assessor tax lot parcel 114340000 located at the SE corner of 120th Avenue and 5th Street from Commercial to Urban High Density.

Section 3. Zoning Code Map Amendments. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change Clark County Assessor tax lot parcel 114340000 located at the SE corner of 120th Avenue and 5th Street from CC to R-22.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged 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 and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 5. Effective Date. This ordinance shall go into effect 30 days after adoption

Section 6. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised

development code to the Washington Department of Commerce.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Council Members

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2019

Anne McEnerny Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 3

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designations for certain properties, and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

**ATTACHMENT D: ORDINANCE FOR COMPREHENSIVE PLAN AND ZONING MAP
CORRECTIONS AND TEXT CHANGES**

11/25/19

12/02/19

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending text of Vancouver Comprehensive Appendix E, and Vancouver Municipal Code 20.150, 20.225, 20.245, 20.270, 20.290, 20.320, 20.330, 20.410, 20.420, 20.430, 20.440, 20.450, 20.630, 20.680, 20.700, 20.730, 20.740, 20.790, 20.890, 20.945, 20.960; providing for severability; and establishing an effective date.

WHEREAS, pursuant to the Growth Management Act the City Council has adopted a Comprehensive Plan for the City of Vancouver (Ordinance M-3994), and Title 20 zoning standards (last amended through Ordinance M-4034); and

WHEREAS, Vancouver staff annually reviews citywide Comprehensive Plan and zoning map designations, and the text of the Comprehensive Plan and VMC Title 20 to determine if updates are warranted to correct errors, update references or amend policies, and through said review identified the proposed amendments subject to this ordinance; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed changes at duly advertised work sessions on August 13, September 10, September 24 and October 8, 2019, and duly advertised public hearings on October 8, and October 22, 2019, and at those hearings, in consideration of cumulative impacts of all the proposed Comprehensive Plan changes, voted to recommend approval of the Comprehensive Plan and zoning text amendments described herein for adoption to the City Council; and

WHEREAS, the City Council conducted a duly advertised public work session on

October 14, a first reading of the proposed ordinance on November 25, and a public hearing on December 2 2019, following which the Council agrees with the Planning Commission recommendations; and

WHEREAS, the cumulative environmental impacts of the proposed Comprehensive Plan and zoning changes have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. Notices of Determinations of Non-significance (DNS) were issued on September 17, 2019 for the proposed Comprehensive Plan and zoning text changes, and no SEPA comments or appeals were received; and

WHEREAS, the City Council finds and concludes that the proposed changes are consistent with the policies and provisions of the Comprehensive Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff reports for the October 8 and October 22 public hearings, are hereby adopted as the City Council's findings of fact; and

Section 2. Comprehensive Plan and Zoning Map Changes.

A. Zoning map designations for parcels 109951008, 109951006, 109951004, and 109951002 at 8601, 8607, 8613 and 8701 NE 28th Way are amended from a split of R-6 and R-18 to R-6 on the entirety of said properties. Zoning map designations for parcels 109951142 and 109951144 at 2721 and 2725 NE 87th Avenue are amended

from a split of R-6 and R-18 to R-18 on the entirety of said properties.

- B. The Comprehensive Plan designation for parcel 110084285 at 3100 NE 96th Avenue is amended from Open Space to Urban Low Density
- C. The Comprehensive Plan designation for parcel 22960000 at 2908 S Street is amended from a split of Open Space and Public Facility to Public Facility on the entire property
- D. The Comprehensive Plan designation for parcel 164254000 at 3704 NE 162nd Avenue S Street is amended from a split of Urban Low Density to Open Space

Section 3. Comprehensive Plan Text Changes.

- A. **Vancouver Comprehensive Plan 2011-2030 Appendix E, Other Plans and Documents adopted by Reference, Item 1, 9th bullet, last adopted by Ordinance M-4147, is amended as follows:**

- *Vancouver Public Schools Capital Facilities Plan 2014-2020, Evergreen Public Schools Capital Facilities Plan ~~2015-2021~~ 2019-2025, and Camas School District, Capital Facilities Plan 2015-2021.*

Section 4. Zoning Code Text Changes.

- A. **VMC 20.150.040.A, which was adopted by Ordinance M-3643, and last amended by M-4179, is amended as follows.**

20.150-4 Definitions

Accessory Structure. A building or structure, ~~no larger than 800 square feet~~, which is clearly incidental to the primary structure on the same lot.

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- B. **Table 20.225.020-1, in VMC 20.225, which was last amended by M-3959, is amended as follows:**

Table 20.225.020 -1. SUMMARY OF LAND USE PERMITS AND RELATED ACTIONS

PERMIT/ ACTION	PROCEDURE TYPE	PROCEDURAL REQUIREMENTS	APPROVAL CRITERIA	OTHER DEVELOPMENT REGULATIONS
Essential Public Facilities	III/HE	20.210.060	20.855.020	20.245
Human Services Facilities				
Initial approval	III/HE Conditional Use	20.210.060	20.780.040	20.245
Co-location of services	II Conditional Use	20.210.050	20.870.040	20.245
Modifications of spacing requirements	III/HE Conditional Use	20.210.060	20.870.040	20.245
Interpretations				
Only	I	20.210.040	20.255.030	---
Concurrent with application	Same as development	---	20.255.030	---
Codification	IV	20.210.070	20.255.020 (C)	---

C. VMC 20.245, which was adopted by Ordinance M-3643, and last amended by M-3959, is amended as follows.

20.245.020

B. Major modification of an approved or existing conditional use.

1. The Planning Official shall determine that a major modification(s) has resulted if one or more of the changes listed below have been proposed:

- a. A change of any applicable condition of approval;*
- b. A change in use classification as defined in Chapter [20.160](#) VMC;*
- c. An 10% increase in dwelling unit density, providing the proposed density does not exceed the maximum density established in the underlying base zoning district;*

d. An increase in the approved floor area proposed for nonresidential use by more than ~~10~~25%, except for schools, which shall have a threshold of ~~25~~50% increase in floor area;

e. ~~A reduction of more than 10% of the area reserved for common space, recreational facilities and/or landscaped areas;~~

f. ~~A reduction of approved setbacks by more than 20%;~~

g. ~~A decrease or increase of parking of more than 10%, and~~

h. A change in the operational use deemed to be a possible adverse impact to adjacent properties by the Planning Official.

2. Upon the Planning Official determining that the proposed modification to the conditional use plan is a major modification, the applicant shall submit a new application to be processed as a Type II application, pursuant to Section 20.210.0650 VMC.

20.245.030.A.8. Certified mailing list. Current Clark County Assessor map(s) showing the property(ies) within a 500' radius of the site, per the requirements in Chapter 20.210.050 and 20.210.060 VMC, Decision-Making Procedures, and two sets of mailing labels with the names and addresses of owners of all properties within the 500' radius. Such list shall be certified as accurate and complete by the Clark County Assessor, or a title company. For non-owner occupied properties, provide mailing labels addressed to "occupant" as can be determined from available County Assessor records (two copies).

D. VMC 20.260, which was adopted by Ordinance M-3643, and last amended by M-3840, is amended as follows.

20.260.020.B.

B. Permitted uses. The following uses shall be allowed in various base zoning districts:

1. Lower-Density Residential Zoning Districts. In the R-2, R-4, R-6 and R-9 zoning districts, an applicant with a planned development approval may develop the site to contain a mixture of uses subject to the maximum density provisions of the underlying zone, as contained in Chapter 20.410 VMC, plus ~~5%~~ 15% density bonus per the provisions of 20.260.060 (D) VMC.

a. The following uses are allowed by right within planned developments:

1. Single-family detached residential units with or without accessory dwelling units.

2. Two or more single-family attached residential units, duplex, triplex, and townhome and other fourplex residential units. Duplexes, triplexes, fourplexes, and townhomes located on the perimeter of the development directly abutting single-family zoning districts shall have a height limit of 35 feet.

3. Accessory uses directly serving the planned development only and which are customary or associated with, but clearly incidental to, the residential uses permitted in the zone including:

a. Community building with indoor and/or outdoor recreation facilities;

b. Recreational vehicle storage area;

c. Consolidated mini-storage;

d. Consolidated guest parking facilities.

4. Home occupations, subject to development standards in 20.860.

5. Child care centers of all types including those with 13 or more children, subject to development standards in 20.840.

6. Adult day care.

7. Any other use allowed by right in the base zoning district.

20.260.040.C.

C. Common open space. In exchange for the approval of higher residential densities, smaller lots and relaxed development standards, the developer of a planned development is required to provide common open space for the active and passive recreational activities of residents, employees and visitors. Such space shall be aggregated and centralized to the development where to the fullest extent feasible and shall consist primarily of a combination of landscaped open areas. Unlandscaped natural areas or paved hardscape areas may also be

~~included if they also promote active or passive recreational uses and congregation, paved (hard-scaped) areas. Such common open space shall include some combination of the following: Features may include plazas, arbors, sitting areas, picnic areas, playing fields and trails to accommodate a variety of active and passive activities and promote visual interest.~~

E. VMC 20.270, adopted by Ordinance M-3664, and last amended by Ordinance M-3959, is amended as follows:

20.270.020.C. Development subject to Type I Site Plan Review. New development or modifications to an existing permitted development or existing legal nonconforming use shall require a Type I review if the proposal would result in any of the following:

1. New residential developments of between 3 and 19 dwelling units or, if existing, an increase in dwelling unit density of up to 20%, provided the proposed density does not exceed the maximum allowed density in the underlying base zoning district;
2. ~~New nonresidential development of less than 12,000 square feet. or, if existing, an increase in the floor area of a nonresidential structure or use by up to 6,000 square feet; 20%, provided the cumulative threshold for SEPA review is not exceeded;~~
3. For existing developments a reduction in the area reserved for open space, recreational facilities and/or landscaped areas by up to 20%;
4. New parking lots of 11 to 39 parking spaces or, if existing, an increase in the number of existing parking spaces by up to 20%, ~~provided the cumulative threshold for SEPA review is not exceeded;~~

D. Development subject to Type II Site Plan Review. New development or modifications to an existing permitted development or existing legal nonconforming use shall require a Type II review if the proposal would result in any of the following:

1. New residential development of 20 units or more or, if existing, an increase in dwelling unit density of more than 20%, provided the proposed density does not exceed the maximum allowed density in the underlying base zoning district;
2. New nonresidential developments of 12,000 square feet or more of, if existing, an increase in the floor area of a nonresidential structure or use by more than 6,000 square feet; 20% or 12,000 square feet, whichever is less;
3. For existing developments, a reduction in the area reserved for open space, recreational facilities and/or landscaped areas by more than 20%;
4. New parking lots of 40 or more spaces or, if existing, an increase in the number of existing parking spaces by more than 20% or an increase of more than 40 parking spaces, whichever is greater;
5. An increase in vehicular traffic to and from the site of more than 200 average daily trips, based on the latest edition of the International Transportation Engineer's (ITE) Trip Generation Manual, or substantial evidence by a professional engineer licensed in the State of Washington with expertise in traffic engineering.

20.270.040.A.4. Certified mailing list (not applicable for Type I applications). Current Clark County assessor map(s) showing the property(ies) within a 500-foot radius of the site, per the requirements in VMC [20.210.050](#) and [20.210.060](#), decision-making procedures, and two sets of mailing labels with the names and addresses of owners of all properties within the 500-foot radius. Such list shall be certified as accurate and complete by the Clark County assessor or a title company. For nonowner occupied properties, provide mailing labels addressed to "occupant" as can be determined from available county assessor records (two copies).

F. VMC Chapter 20.290.030, adopted by Ordinance M-3643, and last amended by Ordinance M-3840, is amended as follows:

20.290.030 Submission Requirements.

A. General. ~~An applicant for a variance shall submit the requisite fee, as contained in Chapter [20.180](#) VMC, a completed application form provided for that purpose by the Planning Official and 10 copies of the information~~

~~required in Subsection (B) below. Application - Fees. The applicant must submit a completed application form as prescribed by the planning official with applicable fee per Chapter 20.180 VMC.~~

~~B. Required information.~~

- ~~1. Narrative statement describing the requested variance(s) and demonstration of compliance to the appropriate approval criteria contained in Section 20.290.040 VMC.~~
- ~~2. A site plan drawn to scale legible for digital reproduction showing the arrangement of the proposed development, and accurate representation of the size and shape of the parcel(s) including easements of any kind, all dimensions and parcel orientation. Include appropriate scale and north arrow.~~
- ~~3. Locations, dimensions and height of all existing and proposed buildings and structures, including garages, carports, fences, decks, patio covers and other accessory structures. Include dimensions from each other and from all property lines. Show dimension of eaves projecting beyond a wall or supporting post. Indicate usage of all structures.~~
- ~~4. Elevation of site at 2' contour intervals for grades zero to 10% and at 5' contour intervals for grades greater than 10%.~~
- ~~5. Existing and proposed curbs, sidewalks and curb-cuts. Indicate center line of street(s).~~
- ~~6. Location and detailed layout of off-street parking and loading areas.~~
- ~~7. Location of unstable ground, including high seasonal water table, impermeable soils, areas having a severe soil erosion potential, areas having severely weak foundation soils, significant historical, cultural or archaeological resources, significant wildlife habitat, and rock outcroppings. Note if none of these apply.~~
- ~~8. Archaeological pre-determination report, if necessary.~~
- ~~9. The approximate location and type of vegetation, including individual trees that have a diameter of 6" or more measured 4' above grade. The plan may show clusters of such trees rather than individual trees when individual trees are near one another. Provide proposed plan for compliance with Chapter 20.770 VMC, Tree Conservation, if necessary.~~
- ~~10. Certified mailing list (Type II only). Current Clark County Assessor map(s) showing the property(ies) within a 500' radius of the site, per the requirements in Chapter 20.210.050 and 20.210.060 VMC, Decision-Making Procedures, and two sets of mailing labels with the names and addresses of owners of all properties within the 500' radius. Such list shall be certified as accurate and complete by the Clark County Assessor, or a title company. For nonowner occupied properties, provide mailing labels addressed to "occupant" as can be determined from available County Assessor records (two copies).~~
- ~~11. Pre application conference summary, as well as additional information required in the summary, if applicable.~~
- ~~12. Include one 8 1/2" x 11" reduced plan.~~

G. VMC Chapter 20.320, adopted by Ordinance M-3643, and last amended by Ordinance M-4254, is amended as follows:

20.320.020 Approval Process.

A. Decision-making process.

1. Short subdivisions. The planning official shall approve, approve with conditions or deny an application for a short subdivision preliminary plat by means of a Type II procedure, pursuant to VMC ~~20.285.050~~ 20.210.050, using approval criteria contained in VMC 20.320.040, and additional requirements of Chapter 20.920 VMC if a qualifying infill development, and Chapter 20.927 VMC if a qualifying narrow lot development.

20.320.030.B.2. Preliminary plat. The proposed preliminary plat shall include the name of the subdivision or short subdivision which shall not be named the same as an existing plat recorded in Clark County Washington along with the following:

20.320.030.B.4.i. Supplementary information. The following supplemental information shall also be submitted unless otherwise indicated in parentheses:

- i. Certified mailing list. Current Clark County assessor map(s) showing the property(ies) within a 500-foot radius of the site, per the requirements in VMC 20.210.050 and 20.210.060, decision-making procedures, and two sets of mailing labels with the names and addresses of owners of all properties within the 500-foot

radius. Such list shall be certified as accurate and complete by the Clark County assessor or a title company. For nonowner occupied properties, provide mailing labels addressed to "occupant" as can be determined from available county assessor records (two copies);

H. VMC Chapter 20.330, adopted by Ordinance M-3643, and last amended by Ordinance M-3840, is amended as follows:

20.330.030 Application Submission Requirements.

A. Submission requirements-New developments. Whenever an applicant desires to create legal lots by means of a binding site plan pursuant to this Chapter in conjunction with a new development, the applicant shall be subject to the site plan review procedures of Chapter [20.270](#) VMC. In such event and in addition to all of the submission requirements for site plan review, the applicant shall clearly indicate on all of the plans required for site plan review the proposed lots to be created and how their size, dimensions and other features comply with the requirements of this title.

B. Submission requirements-Existing developments. In cases where an applicant desires to create legal lots by means of a binding site plan pursuant to this Chapter in conjunction with an existing development or when no development is proposed, the applicant shall provide the following information in the application:

~~1. Application. The applicant shall provide one original and ten copies of the application for a preliminary plat of a binding site plan consisting of the following information:~~

~~1.2. The binding site plan name, which that must be other than the name of an existing subdivision, short subdivision or binding site plan addition or plat;~~

C. Preliminary plat information. The applicant shall provide ~~one original and seven copies of~~ the following information:

C.2. Preliminary Binding Site Plan. The proposed preliminary binding site plan shall include the following information presented on one or more drawings. ~~Drawings shall be on sheets not smaller than 21" X 34" nor larger than 24" X 36". Preliminary binding site plans shall be drawn at a scale of 1"=50' or larger. Other scales may be used with the approval of the Planning Official. Plans for the preliminary plat will not be accepted if they are not collated and folded.~~

C.4. Supplementary information. ~~One original and eight copies of~~ The following supplemental information shall also be submitted unless otherwise indicated in parenthesis:

a. Environmental checklist that complies with Chapter [20.790](#) VMC, SEPA Regulations, if applicable;

~~b. Legal description;~~

~~c. Paper reproducible copies of all plans in 8 1/2 x 11" format;~~

~~d. Assessor's map(s) covering the area within 500' of the plat boundary;~~

~~e. Results of any completed percolation tests, if applicable (four copies);~~

~~f. A copy of the proposed plat map, reduced to fit on 8 1/2" x 11" or 11" x 17" paper;~~

~~g. b. Geotechnical/soils survey (four copies); if applicable;~~

~~h. c. Tree plan that complies with the requirements of Chapter [20.770](#) VMC, Tree Conservation, if applicable;~~

~~i. d. Preliminary stormwater and erosion control plans as governed by Chapters [14.25](#) VMC, Stormwater Control, and Chapter [14.24](#) VMC, Erosion Control (four copies);, if applicable;~~

~~j. e. Landscape plan, if known at the time of land division, that complies with the requirements of Chapter [20.925](#) VMC Landscaping Standards. If applicable, the landscape plan shall be drawn at the same scale as the existing conditions plan, or a larger scale if necessary. Where proposed development affects only a portion of a site, the landscape plan need show only the areas where existing soil contours and vegetation will be disturbed by the construction or use, or other areas where landscaping is required. Note: many aspects of this plan, including street trees, may already be incorporated into the Tree Plan;~~

~~k. f. Archaeological Pre-Determination Report, if applicable, that complies with the requirements of Chapter [20.710](#) VMC, Archaeological Resource Protection (four two copies);~~

- ~~l. Sales history. A deed history of all applicable properties dating back to 1969 or to the date when a legal lot determination was made (one copy);~~
~~g m. Southwest Washington Clark County Public Health District Development Review Evaluation Form (four copies);~~
~~n. Pre-application conference notes; and~~

20.330.030.C.4 o. h. Certified mailing list. Current Clark County Assessor map(s) showing the property(ies) within a 500' radius of the site, per the requirements in Chapter 20.285 20.210 VMC, Decision-Making Procedures, and two sets of mailing labels with the names and addresses of owners of all properties within a 500' radius certified as accurate and complete by the Clark County Assessor or a title company. For nonowner occupied properties, provide mailing labels addressed to "occupant" as can be determined from available County Assessor records.

I. VMC 20.410, adopted by Ordinance M-3643 and last amended by M-4255, is amended as follows:

Table 20.410.030-1

-Parks/Open Space	R-2	R-4	R-6	R-9
- Neighborhood Parks	P	P	P	P
- Community Parks	P L¹⁰/C	P L¹⁰/C	P L¹⁰/C	P L¹⁰/C
- Regional Parks	C	C	C	C
- Trails	P L¹⁰/C	P L¹⁰/C	P L¹⁰/C	P L¹⁰/C

~~10 Community parks that meet all of the criteria contained in VMC 20.410.050(E)(1) are permitted by limited uses; all others require conditional use approval. Trails are limited uses subject to the additional development standards contained in VMC 20.410.050(E).~~

~~**20.410.050.E. Criteria for Parks/Open Space as limited uses.**(Reserved for future use)~~

20.410.050.F 2. Manufactured Home Placement Standards:

Except as allowed in subsections 1c and 1d above, all manufactured homes placed within the City of Vancouver shall comply with the following standards:

- Manufactured homes must meet the development standards of the base zone unless otherwise noted.
- The manufactured home must meet the definition of a "new manufactured home", unless otherwise noted. A new manufactured home means any manufactured home required to be titled under Title 46 RCW, which was not titled to retail purchaser before July 1, 2005, and was not a "used mobile home" as defined in RCW 82.45.032(9).
- The manufactured home must meet the requirements of a "designated manufactured home". Provided that manufactured homes built to 42 USC Section 5401-5403 standards (as amended in 2000) must be regulated in the same manner as site built homes.
- The manufactured home must meet the following requirements
 - For the principal dwelling unit: Is comprised of at least two fully enclosed parallel sections each of not less than twelve feet wide by thirty-six feet long;

J. VMC 20.420.020, adopted by Ordinance M-3643, and last amended by M-4255, is amended to read as follows:

20.420.010 Purpose.

Promote a range of housing choices while preserving neighborhood livability and ~~protecting~~ protecting the consumer's choices in housing. These districts are designed to promote medium- to high-density residential neighborhoods. Housing types include manufactured homes, duplexes, rowhouses, and multi-unit structures. A mix of nonresidential uses, such as professional office and limited commercial, civic, and institutional uses, is permitted outright or conditionally subject to provisions to minimize adverse impacts, if any, on the residential character. However, the encouragement of mixed uses should not result in a predominance of business or commercial uses in areas designated for residential development by the Comprehensive Plan.

Table 20.420.030-1

-Parks/Open Space	R-18	R-22	R-30	R-35
-Neighborhood Parks	P	P	P	P
- Community Parks	P $\frac{1}{2}$ $\frac{1}{3}$ $\frac{1}{4}$	P $\frac{1}{2}$ $\frac{1}{3}$ $\frac{1}{4}$	P $\frac{1}{2}$ $\frac{1}{3}$ $\frac{1}{4}$	P $\frac{1}{2}$ $\frac{1}{3}$ $\frac{1}{4}$
- Regional Parks	C	P $\frac{1}{2}$ $\frac{1}{3}$ $\frac{1}{4}$	P $\frac{1}{2}$ $\frac{1}{3}$ $\frac{1}{4}$	P $\frac{1}{2}$ $\frac{1}{3}$ $\frac{1}{4}$
- Trails	P $\frac{1}{2}$ $\frac{1}{3}$ $\frac{1}{4}$	P $\frac{1}{2}$ $\frac{1}{3}$ $\frac{1}{4}$	P $\frac{1}{2}$ $\frac{1}{3}$ $\frac{1}{4}$	P $\frac{1}{2}$ $\frac{1}{3}$ $\frac{1}{4}$

~~13 Community, regional parks and trails that meet all of the development standards in VMC 20.420.050(E)(1), (2) and (3), respectively, are permitted by as limited uses; all others require a Conditional Use approval.~~

20.420.050.E. ~~Criteria for Parks/Open Space as limited uses.~~ (Reserved for future use)

K. VMC 20.430, adopted by Ordinance M-3643 and last amended by M-4255 is amended to read as follows:

20.430.020 List of Zoning Districts

CC: Community Commercial. The CC zoning district is designed to provide for retail goods and services purchased regularly by residents of several nearby neighborhoods. The zone also accommodates offices, institutions and mixed use housing. ~~Housing located at ground floor is allowed on properties fronting Broadway Street only. In all other cases, housing is located above the ground floor.~~ Because of the limited trade area, there are significant opportunities for walking, bicycle and transit trips that should be encouraged and accommodated through building/site design, landscaping and access.

C. CG: General Commercial. The CG zoning district is designed to allow for a full range of retail, office, mixed use and civic uses with a City-wide to regional trade area. Some light industrial uses also are allowed, but limited so as not to detract from the predominant commercial character of the district. Development is generally expected to be auto-accommodating given the large service area but trips by alternative modes— walking, cycling and transit — should be encouraged through building/site design, landscaping and access. Because such areas generate more traffic than less-intense commercial zones, such developments should take their primary access from a street with at least the capacity of a Minor Arterial. The CG zoning district was referred to as General Commercial (GC) prior to March 11, 2004.

Table 20.430.030-1 Commercial and Mixed Use Districts Use Table

Table 20.430.040-1 Development Standards								
USE	CN	CC	CG	CX**	WX**	CPX**	MX***	RGX****
<i>Residential</i>								
<i>Household Living</i>	L ⁴	L ^{4, 8}	L ^{4, 8}	L ^{42, 8}	L ^{5, 8}		P ⁸	P ⁸

Table 20.430.030-1 footnote 4 All ~~of~~ or part of residential uses must be located above the ground floor of the structure as specified by VMC [20.430.060\(B\)\(2\)](#) with exception of Community Commercial (CC) zoned properties fronting Broadway Street and located within the Uptown Village District of the Vancouver City Center Subarea Plan (refer to VMC [20.430.020\(B\)](#)).

Table 20.430.040-1 Commercial Development Standards

Table 20.430.040-1 Development Standards								
STANDARD	CN	CC	CG	CX**	WX**	CPX**	MX***	RGX****
<i>Minimum Lot Size</i>	<i>None</i>	<i>None</i>	<i>None</i>	<i>None</i>	<i>None</i>		<i>None</i>	<i>None</i>
<i>Minimum Lot Width</i>	<i>None</i>	<i>None</i>	<i>None</i>	<i>None</i>	<i>None</i>		<i>None</i>	<i>None</i>
<i>Minimum Lot Depth</i>	<i>None</i>	<i>None</i>	<i>None</i>	<i>None</i>	<i>None</i>		<i>None</i>	<i>None</i>
<i>Maximum Lot Coverage</i>	Maximum determined by compliance with screening and buffering standards contained in VMC Tables 20.925.030-1 and 20.925.030-2, stormwater standards, erosion control regulations, and all other applicable development standards.			100%	70%		100%	100%

Table 20.430.040-1 Development Standards								
STANDARD	CN	CC	CG	CX**	WX**	CPX**	MX***	RGX****
<i>Minimum Setbacks</i>								
Front yard	See <u>minimum setbacks sharing property line</u> below	See <u>minimum setbacks sharing property line</u> below <u>3</u>	See <u>minimum setbacks sharing property line</u> below <u>3</u>	None	All 25' except parking lots, 10' and driveways		All 10' abutting an R zone; otherwise, same as abutting zone	All 10' abutting an R zone; otherwise, zero
Rear yard	See <u>minimum setbacks sharing property line</u> below	See <u>minimum setbacks sharing property line</u> below <u>3</u>	See <u>minimum setbacks sharing property line</u> below <u>3</u>	None	All 25' except parking lots, 10' and driveways		All 10' abutting an R zone; otherwise, same as abutting zone	All 10' abutting an R zone; otherwise, zero
Rear through-street	See <u>minimum setbacks sharing property line</u> below	See <u>minimum setbacks sharing property line</u> below <u>3</u>	See <u>minimum setbacks sharing property line</u> below <u>3</u>	None				None
Side yard	See <u>minimum setbacks sharing property line</u> below	See <u>minimum setbacks sharing property line</u> below <u>3</u>	See <u>minimum setbacks sharing property line</u> below <u>3</u>	0/5' ⁴	5'			0/5' ⁴
Street Side yard	See <u>minimum setbacks sharing</u>	See <u>minimum setbacks sharing property line</u>	See <u>minimum setbacks sharing property line</u>	None	None			None

Table 20.430.040-1 Development Standards								
STANDARD	CN	CC	CG	CX**	WX**	CPX**	MX***	RGX****
	<u>property line</u> below	below 3	below 3					
Between buildings on site	None	None	None	None	None		None	None
Maximum Height	35'	50'	None	Refer to Figure 20.630 ⁴	60'		35' – 75' 5	35' – 75' 6
Minimum setbacks adjacent to residential district	Pursuant to the screening and buffering standards contained in VMC Tables 20.925.030-1 and 20.925.030-2, plus an additional 1/2 foot for each foot the building exceeds 20 feet in height to a maximum setback requirement of 40 feet. Buildings in excess of 20 feet may be stepped.							
Minimum setbacks adjacent to nonresidential districts	Pursuant to screening and buffering standards contained in VMC Tables 20.925.030-1 and 20.925.030-2.							
Minimum Landscaping Requirement (percentage of total net area)	15%	15%	15%	None	20%		15%	15%, unless adjusted through master plan

** Subject to additional development standards of 20.600 Plan Districts.

*** Subject to development standards of [20.430.060](#).

**** Subject to development standards of 20.680, and associated Master Plan Adopted for the area of proposed development. Single-family residential development shall meet the development standards of the R-6

zone, except that the minimum lot size shall be 7,000 square and maximum lot size shall be 14,500 square feet. Any changes to platted single family lots including lot line adjustments, adding new lots or consolidating lots shall comply with the approved master plan and applicable provisions of VMC Chapter 20.680 Riverview Gateway Plan District.

1 Deleted.

2 Commercial condominiums shall have no minimum lot size.

3 Zero setbacks allowed for buildings along Main Street and Broadway between McLoughlin and Fourth Plain.

4 None except when abutting residentially-zoned property, when the minimum setback is 5' .

5 In the MX District, maximum building height shall be the same as that of the abutting zone within a distance of the same number of feet from the property line. Farther from the property line, height may increase by 2' for every additional 1' that a structure is set back from the property line to a maximum height of 75'. (For example, where the MX district abuts a residential district with a maximum height of 35', the maximum height in the MX district would be 35' for the first 35' from the property line. The height may then be increased by 2' for every additional 1' the structure or portion of the structure is removed from the property line to a maximum of 75'.) Where the abutting zone is MX or OCI, the maximum height shall be 35'; however, the height may be increased 2' for every additional 1' that a structure is set back from the property line, to a maximum of 75' (For example, a building which is set back 10' from an abutting MX or OCI property may be 45' tall).

6 Maximum heights in the RGX District shall be the same as the MX District as described herein including footnote 5, except where indicated otherwise through Master Plan review and approval pursuant to VMC [20.680](#), subject to conditions therein.

20.430.070 Waterfront Mixed Use (WX) District.

~~The following design guidelines, development standards and application procedures shall apply to all development that occurs or is proposed in the Waterfront Mixed Use (WX) District.~~

~~A. General. This district is intended to provide for a significant level of mixed use development such as commercial, retail, office, institutional, some warehouse uses, residential, parks, public uses, pedestrian access along the Columbia River and including compatible industrial uses as well as regional scale facilities, while maintaining environmental and scenic resources and compatibility among uses.~~

~~B. Proposals for development. All proposals for development within this district are required to submit a Master Development Plan according to the specifications of the Columbia River Shoreline Enhancement Overlay District as provided in Chapter [20.620](#).~~

~~C. District goals and objectives. The goals and objectives of the waterfront mixed use district are as follows:~~

~~1. To implement the goals and policies of the comprehensive plan and specifically the Vancouver Eastside Plan for mixed use development within the waterfront area.~~

~~2. Insure functionally coordinated, cohesive site planning and design which maximizes land use through mixed use developments.~~

~~3. Insure compatibility of mixed use developments with the surrounding area and minimize any off-site impacts associated with development.~~

~~4. Encourage water dependent, water related and water oriented uses within the waterfront area.~~

~~5. Encourage a high activity and high density urban environment which permits access to the waterfront not only to the residents of developments but also to the public at large and invokes a sense of community and compatibility with other uses.~~

~~6. Prohibit the development of single-family detached dwellings.~~

~~D. Building design.~~

~~1. Multiple buildings on a single site shall be designed to create a strong visual relationship between or among the buildings. Architectural treatment of a building should be consistent on all sides.~~

~~2. Development should take into account the relationship of adjacent buildings in terms of height, materials, scale, and architecture. The goal is to achieve attractive structures and preserve significant views.~~

~~3. Encourage mixed-use developments to provide increased opportunities for informal and planned activities beyond the typical 9 a.m. to 5 p.m. In addition, promote design which will increase opportunities for activities both within the project boundaries and between existing adjacent developments and neighborhoods.~~

~~4. Recognize the interest created by both the repetition and changes in various patterns from window openings to paving designs. Development should consider the use of decorative pavement accents in sidewalks and near street intersections.~~

~~5. When a project occurs in a visually rich context, such as the waterfront, its form, materials, orientation, and detailing should incorporate the assets offered by its setting.~~

~~6. Relate the size, character, and siting of proposed projects to the functions of adjacent streets and pedestrian networks. Buildings should be oriented to the public rights-of-way and should be placed close to pedestrian movement.~~

~~7. Create environments that encourage a number of specific activities to front a street, court, or plaza at ground level to provide variety at a human scale.~~

~~8. Where feasible, encourage the design of multi-use facilities to accommodate retail and other uses at the pedestrian level which increase activity and use.~~

~~9. Buildings shall be designed and located to complement and preserve existing buildings, streets and paths, bridges, and other elements of the built environment.~~

~~a. Buildings shall be designed to be complementary in appearance to adjacent structures of good design with regard to:~~

~~1. Materials, color, and texture,~~

~~2. Setbacks,~~

~~3. Roof lines,~~

~~4. Height,~~

~~5. Overall proportions.~~

~~b. Where existing buildings are to remain on site, new development shall be designed to:~~

~~1. Integrate the remaining buildings into the overall design, or~~

~~2. Provide separate landscaping, remodeling, or other treatment which establishes a distinct character and function for the remaining buildings.~~

~~3. Respect existing developed pedestrian paths or public areas; these should not be eliminated.~~

~~c. Design bus shelters, drinking fountains, benches, mail boxes, etc., to be complementary in appearance to buildings.~~

~~d. Design those items listed below to be complementary in appearance to those buildings or structures upon which they are located. Windows, doors, mailboxes, mechanical equipment, downspouts, utility connections and meters, chimneys, lights, signs, awnings, foundations, vents, stairs, decks and railings, weather vanes, aerials, and other appendages attached to the roof or projecting above the roofline.~~

~~e. Design awnings, signs, and lights at a specific height to define the first floor or retail cornice height.~~

~~f. Use trees and other natural elements to help define building proportion relationships and to provide scale to the structure as a whole.~~

~~g. Encourage thematic consistency and minimize the variety of styles of building elements while allowing a diversity of architecture.~~

~~10. Buildings shall be designed and located to complement and preserve existing natural landforms.~~

~~a. Consider landforms as design elements which must relate to building elevations to determine scale and proportion.~~

~~b. Design foundations to match the scale of the building being supported. Berming, re-siding, or sheathing the foundation structure with wall siding are examples of methods which accomplish this purpose.~~

~~c. Use decks, railings, and stairs to relate a building to the contours of the land.~~

~~11. Buildings should be designed to minimize the personal security risks of users and to minimize the opportunities for vandalism and theft.~~

~~12. Buildings shall be designed and constructed to reduce noise impacts on interior occupied spaces and adjacent property.~~

~~a. Use natural barriers where possible and where it is not possible, consider the use of solid barriers such as fences, berms, natural landforms, and structures to reduce sound levels.~~

~~b. Heat pumps or similar mechanical equipment shall be located so that operating noise does not affect use of living areas such as bedrooms, outdoor decks, patio areas, or adjacent property.~~

~~E. Building scale/transition:~~

~~1. A large structure should contain design elements which create a transition to the human scale, particularly near the ground.~~

~~2. If a development is larger or smaller than its adjacent physical context, the design should provide transitional scaled elements at the perimeter to integrate it with its surroundings.~~

~~3. Transition using variety of scale, pattern, and texture of building and landscaping elements is encouraged to create a more visually interesting project.~~

~~4. Buildings should be designed to reveal or express their primary patterns of use and entry. This will not only assist comprehensibility, but also achieve a desirable variety.~~

~~5. The proposed building orientation should respect the orientation of surrounding buildings and streets and should relate to other buildings on the same site in regard to pedestrian circulation. The proposed building should also respect the scale of those buildings located on adjacent properties and, where desirable, serve as an orderly transition to a different scale.~~

~~6. Buildings shall be designed and located to complement and preserve existing natural landforms, trees, shrubs, and other natural vegetation, where appropriate.~~

~~7. Buildings should be articulated to create transitional scaled elements that relate to existing buildings.~~

~~F. Building heights/view.~~

~~1. Guidelines~~

- ~~a. Protect views from the residential areas above the river to the river;~~
- ~~b. Protect views within the waterfront property to the river. Consider the access to views of both the project users and the general public.~~
- ~~c. Protect major views and view corridors that give special emphasis to open space, the river, and special man-made or natural landmarks.~~
- ~~d. Design and locate buildings to provide access to desirable views, while not blocking the views of others unnecessarily.~~
- ~~e. The maximum overall height allowed in general is 60'. Higher structures may be allowed if views are not significantly impaired.~~

~~2. View analysis. As part of the Master Development Plan, an analysis of views from the residential area above the site including view corridors, view profiles and vertical profiles from various locations is required. The views and/or view corridors to be protected are perpendicular and at angles to the river and include those views from the residential area above to the river and those seen from within the site to the river.~~

~~G. Blank facades/bulk.~~

~~1. Guidelines~~

- ~~a. Achieve a balance in the height, bulk, and scale of the buildings constructed within the site so that large and/or long blank walls are either not constructed or their features are minimized.~~
- ~~b. Provide and protect view corridors and create a pedestrian-oriented environment.~~

~~2. Implementation of guidelines. These guidelines can be achieved by the use of certain landscape features, specific building materials, limited size and length of buildings, preserving significant existing trees, screening mechanical equipment, innovative signage, limiting or having no structures within side building setbacks, limited fences and/or hedges within view corridors, visual penetration through structures and other items deemed similar by the Planning Commission.~~

~~H. Pedestrian access/orientation.~~

- ~~1. Buildings should reflect a strong sense of human scale and interest within the pedestrian environment.~~
- ~~2. Ground floor levels of buildings shall include elements of pedestrian interest.~~
- ~~3. Development, especially buildings taller than 40', should address pedestrian scale and open space requirements and maintain human scale by creating variation of the urban form.~~
- ~~4. Encourage separation of pedestrians and automobiles.~~
- ~~5. Incorporate architectural and landscape elements at the pedestrian level.~~
- ~~6. The areas immediately adjacent to buildings should be designed to integrate with the surrounding landscape and pedestrian walkways. Design court yards, colonnades, and public art to define this space.~~
- ~~7. Development should provide convenient pedestrian access via sidewalks to transit stops.~~
- ~~8. Building entrances should be identifiable and directly accessible from a public sidewalk. Entry areas should be emphasized and strengthened through design articulation.~~

~~I. Landscaping/screening/open space.~~

- ~~1. Structures such as antennas and satellite dishes shall be integrated into the project architecture and/or landscaping.~~
- ~~2. Open space should be an integral part of any proposal. Exterior plazas, entry gardens, urban parks, and sufficient landscaped areas should be clearly defined to strengthen the human scale and reduce the visual impact of tall buildings.~~
- ~~3. Promote the creation of public and semi-public places at both large and small scales to encourage a sense of community, where appropriate.~~
- ~~4. Open space should be designed to be accessible and usable by people in general and those with physical limitations and disabilities.~~
- ~~5. The public should be attracted to open spaces through the creation of comfortable places, attractive exhibits, and easy access. Any open space should be designed to human scale to encourage human interaction.~~
- ~~6. The size and spacing of landscape elements should be consistent with the size of the project and should relate to any identifiable streetscape.~~
- ~~7. Landscaping should provide variety and interest and improve the aesthetic quality of a project, in addition to providing a functional purpose.~~
- ~~8. Coordinate the landscape design with all site utility elements such as power lines, transformers, meter boxes, backflow preventers, and fire protection devices to effectively diminish the impact of such elements on the character of the site.~~

~~J. Clarity/accessibility.~~

- ~~1. Environments should be created that are understandable and help orient the user and the general public.~~
- ~~2. Developments should be convenient to and accessible by persons with physical limitations and disabilities.~~
- ~~3. Sites should be planned to respect existing natural and man-made landmarks and to create landmarks for the ease of public recognition.~~
- ~~4. Protect major vistas and panoramas that give special emphasis to open space and the river.~~

~~K. Public amenities.~~

- ~~1. Overhangs and canopies should be integrated in the building design along all pedestrian thoroughfares.~~
- ~~2. Comfortable and attractive street furniture that is accessible to the physically disabled should be provided in public spaces for public enjoyment and comfort, such as seating and tables, fountains, trash receptacles, information kiosks, and directories.~~

~~L. Site grading.~~

- ~~1. Site design should minimize the removal of mature trees and other existing mature vegetation.~~
- ~~2. The proposed grading should be designed with slopes and topographic features which match the natural grade and context area.~~
- ~~3. Sites should be designed to minimize erosion.~~
- ~~4. Where they exist in their natural state, significant wetlands, drainageways, and streams should be preserved.~~

~~M. Drainage.~~

- ~~1. Surface, site drainage, and retention should be integrated with the overall landscape design.~~
- ~~2. Retention areas should be integrated into usable open space.~~

~~N. Art and furnishings.~~

- ~~1. Art is encouraged and should be integrated into the overall design of a project, if proposed.~~
- ~~2. Lighting fixtures and illumination should be of similar design and character as the project's building components.~~

~~O. Pathway guidelines/requirements.~~

- ~~1. Assure public use and access to the Columbia River shoreline.~~
- ~~2. Secure public shoreline access along the waterfront, to include waterfront access plans and construction of a waterfront pathway.~~
- ~~3. Provide a trail that extends along the entire waterfront from the Burlington Northern Railroad Bridge to the eastern city limits with viewpoints and access points. Flexibility may be allowed to vary the location of the path, keeping it as close to the river as possible. Under special circumstances, the path may be allowed to vary or depart from the river for short distances. Also, it may be necessary from time to time to temporarily close a portion of the path. As part of the Master Development Plan (MDP), the location of the path, viewpoints, and access points shall be shown and an explanation shall be submitted as to why the proposed location is the most appropriate for the site and that the equivalent of the pathway requirement can be met.~~
- ~~4. As part of the development, a pedestrian pathway is required along the river within 35' of the ordinary high water mark.~~
- ~~5. Along the pathway there shall be viewpoints and access points provided for the public. The location of the viewpoints and access points shall be determined after the analysis required under Subsection C of this Section, Building Heights/Views is complete.~~
- ~~6. All applications submitted will comply with the intent and purposes of Resolution No. M-2739 regarding the pathway along the river. Resolution M-2739 outlines the city's responsibilities in terms of the pathway requirement including, but not limited to, planning for a trail from the Burlington Northern Bridge to the eastern city limits which includes some public amenities and includes the providing by the city of adequate maintenance and public safety.~~

~~P. Screening. All trash cans, trash collection areas, storage yards, service areas, and mechanical equipment (including heat pumps, air conditioners, emergency generators, and water pumps), must be screened from view or placed in locations where they will generally not be visible. Screened materials shall be incorporated into the building design. Small rooftop mechanical equipment, including vents, need not be screened if the total area of such equipment does not exceed 10 sq. ft. per structure.~~

~~Q. Fencing. A minimum six (6) foot high sight obscuring fence is required for the storage/assembly/fabrication use area when allowed as a conditional use.~~

~~R. Signage.~~

- ~~1. Requirements. Business Park type monument base signs are permitted. Free standing pole signs are not permitted in this zone. The maximum height of a monument base sign is 15'. The maximum size of a monument base sign is 50 sq. ft. Rotating signs and flashing signs are prohibited. Rooftop signs are not permitted. Fascia signs are permitted as set forth in Chapter 20.960 Signs of this code, provided that they are consistent with the guidelines set forth in this subsection.~~
- ~~2. Guidelines~~

- ~~a. The size, shape, location, and design of all signs should be compatible with building proportions and features and be consistent with the overall character of the site.~~
- ~~b. Sign locations should be integrated within the design of the site and adjacent streetscape.~~
- ~~c. Signs should be placed so they are not obscured by landscaping when it has reached full maturity and should be integrated with landscape elements such as walls, planters, and street furniture.~~
- ~~d. Consideration should be given to the location and design of signs on adjacent parcels.~~
- ~~e. Multi-tenant buildings and shopping centers should all have a comprehensive sign program. Provisions should be made for coordination of sign dimensions, materials, textures, colors, illumination, and method and location of mounting. These signs should be delineated in a uniform and consistent manner.~~
- ~~f. Traffic directional signage should be placed to promote safe and efficient traffic flow.~~
- ~~g. Signs should be oriented to promote readability and serve their intended function.~~
- ~~h. The use of individual letters for signs is preferred over cabinet signs with brightly lit backgrounds or signs which have emphasized backgrounds. Sign letters should be illuminated rather than the background area or backlit signs should have opaque backgrounds.~~
- ~~i. The light source of externally illuminated signs shall be shielded or out of the public's view.~~
- ~~j. Visible braces and other supporting devices should be avoided but, if required, be incorporated as a design feature.~~
- ~~S. Maximum lot coverage, 70% (parking included).~~
- ~~T. Minimum landscaping/open space. Twenty percent. The height of all planted trees shall be coordinated with view corridors and with the height of adjacent buildings. This will help ensure that the view corridors are protected.~~
- ~~U. Parking requirements. See Chapter [20.945](#) for additional requirements.~~
- ~~V. Transit facilities.~~
 - ~~1. Depending on the type and intensity of development proposed, certain transit facilities may be required including, but not limited to: bus shelters, bus pull-outs, etc.~~
 - ~~2. Where bus shelters and other transit facilities are provided, they should be located near building access and/or activity areas and be incorporated in the building design.~~
- ~~W. Utilities. All required utilities shall be constructed underground.~~
- ~~X. Lighting. Lighting for development shall be provided in a uniform and consistent manner in terms of location and design within a development and in coordination with adjacent development and/or zoning. Lighting shall not create offensive glare on adjacent uses and parcels. Lighting shall be uniform and consistent along pathways and/or open spaces and public areas and shall be complimentary within developments.~~
- ~~Y. Setback requirements.~~
 - ~~1. Required perimeter setbacks from the project boundary shall be based upon the setbacks of the adjacent zone or the following requirements whichever is greater:~~
 - ~~a. For a structure: 25'~~
 - ~~b. For a parking lot: 10'~~

~~c. For a vehicular accessway: 5'~~

~~2. An accessway shared by property zoned commercial and residential is not subject to the yard requirement.~~

~~3. There are no mandatory setbacks required within the site; however, a requirement may be established at the time of Planning Commission review depending upon the type and intensity of development proposed.~~

~~Z. Application procedures:~~

~~1. Pre-application conference. Purpose statement. The purpose of the pre-application conference is to provide the applicant with the opportunity to explain the proposed development concepts, and for the staff to explain all the policies, ordinances, standards, opportunities and other constraints which may be applicable to the site and type of proposed development, before the applicant has invested substantial design time or become committed to particular design solutions.~~

~~2. Pre-application requirements. Applicants are required to participate in a pre-application conference prior to submission of an application. One or more pre-application conferences may be scheduled to allow the applicant and staff to discuss the proposal, the applicable criteria and the requirements for completing the application. The discussion shall be based upon a check list of information to be considered in preparing an application. Other information may be discussed as pertinent to a particular request. The checklist shall include, but not be limited to:~~

~~a. Parcel size and location.~~

~~b. Name and address of owner.~~

~~c. Authorization of agent to act for owner if applicable.~~

~~d. Comprehensive plan and zoning designations.~~

~~e. Existing conditions on the applicant's property and on abutting properties including adjacent land uses, potential cooperation or conflict in land use (i.e., shared parking or need for buffers).~~

~~f. Specifics of the proposal.~~

~~g. Provision of utilities.~~

~~h. Access to the site: transit, including transit facilities (i.e. bus shelters, bus pull-out, etc.), roads, pedestrian and bikeways.~~

~~i. Capacity of other services, such as schools.~~

~~j. Special districts, as applicable; i.e., Shoreline Enhancement Overlay, flood plains, Shoreline Act, etc.~~

~~k. Natural features on the site (i.e., land forms, drainage, wooded areas, and large trees).~~

~~l. Protection of views.~~

~~3. Application procedure. Application to the Planning Commission. Zone Changes, Comprehensive Plan Amendments, Conditional Uses and Site Plan Review shall be applied for by the property owner(s) and/or their agent(s) and shall include the following information and any additional information as determined by the pre-application conference. All maps other than vicinity and detail maps of a particular portion of the site shall be at the same scale.~~

~~a. Zone Text or Map Amendment.~~

~~1. Vicinity map showing subject property and surrounding parcels and uses, contour lines, and nearest public roads.~~

- ~~2. Tax map of area being considered for zone change, indicating boundaries, existing zoning and existing Comprehensive Plan designation.~~
 - ~~3. Statement of proposed zone change including existing zoning and proposed zoning, reasons for requesting the zone change.~~
 - ~~4. Existing site conditions including topography, drainage, natural areas and natural features, transportation, public facilities, and present use of site.~~
 - ~~5. Explanation of how the proposed zone change complies with the Comprehensive Plan and VMC 18.04 and address the effect of the proposed use of the site on natural resources, natural areas, transportation, and public facilities.~~
 - ~~6. Boundary survey of the site.~~
- ~~b. Comprehensive Plan Amendment~~
- ~~1. A statement of the specific language proposed for the amendment.~~
 - ~~2. A full description of any property involved, including:~~
 - ~~a. Map numbers and a tax map of the site.~~
 - ~~b. Lot and block, or metes and bounds, whichever is applicable.~~
 - ~~c. Statement of physical and environmental characteristics of the site.~~
 - ~~d. A description of how the proposed change in land use or intensity would affect public facilities and services, including streets, traffic control, sewer, water, drainage, parks, and public costs.~~
 - ~~e. A description of how the proposed change in policy would meet the requirements of VMC 18.04 and VMC 18.08, community needs and stated plan objectives and how it would affect the social, economic, and environmental characteristics, including natural resources and hazards, of the site.~~
 - ~~c. Shoreline management application.~~
- ~~1. General information~~
 - ~~a. The application shall be submitted at least forty-five (45) calendar days prior to the requested hearing date.~~
 - ~~b. General location of proposed project.~~
 - ~~c. Name of water area and/or wetlands within which development is proposed.~~
 - ~~d. Current use of the property, including buildings and improvements.~~
 - ~~e. Proposed use of property, including number and use of buildings.~~
 - ~~2. Site plan. Include the following information:~~
 - ~~a. Site boundary.~~
 - ~~b. Property dimensions in vicinity of project.~~
 - ~~c. Ordinary high water mark.~~
 - ~~d. Typical cross section or sections showing:~~
 - ~~i. Existing ground elevations.~~

~~ii. Proposed ground elevation.~~

~~iii. Height of existing structures.~~

~~iv. Height of proposed structures.~~

~~e. Where appropriate, proposed land contours using five-foot (5) intervals in water area and ten-foot (10) intervals on areas landward of ordinary high water mark, if development involves grading, cutting, filling, or other alteration of land contours.~~

~~f. Show dimensions and locations of existing structures which will be maintained.~~

~~g. Show dimensions and locations of proposed structures.~~

~~h. Identify source, composition, and volume of any extracted materials, and identify proposed disposal area.~~

~~i. Identify composition and volume of any extracted materials, and identify proposed disposal area.~~

~~j. Location of proposed utilities, such as sewer, septic tanks and drain fields, water, gas, and electricity.~~

~~k. If the development proposes septic tanks, show how proposed development complies with local health and state regulations.~~

~~l. Shoreline designation according to master program.~~

~~m. Show which areas are shorelines and which are shorelines of statewide significance.~~

~~3. Vicinity map.~~

~~a. Indicate site location using natural points of reference (roads, state highways, prominent landmarks, etc.).~~

~~b. If the development involves the removal of any spoils by dredging or otherwise, identify the proposed disposal site on the map. If the disposal site is beyond the confines of the vicinity map, provide another vicinity map showing the precise location of the site and its distance to the nearest city or town.~~

~~c. Indicate the general nature of the improvements and land use within 1,000' in all directions from the development site (i.e., residential to the north, commercial to the south, etc.).~~

~~d. Conditional uses.~~

~~1. Must meet the goals, guidelines and purposes of the Waterfront Mixed Use District.~~

~~2. Site plan, drawn to scale, indicating existing and proposed structures, setbacks, lot line dimensions, building elevations, lot area, utility lines and/or easements and structures of adjacent lots which may be affected.~~

~~3. Narrative which includes a description of the project and statement of compliance with the Zoning Ordinance, and Comprehensive Plan policies.~~

~~4. The following criteria must be addressed:~~

~~a. The requirements of the zone are met;~~

~~b. The requirements of section [20.245](#) VMC Conditional Use Permits are met;~~

~~c. The site is physically capable of accommodating the proposed use; and~~

~~d. The functional characteristics of the proposed use are such that it can be made to be reasonably compatible with uses in its vicinity.~~

~~e. Site plan review. The Shoreline Enhancement Overlay requires the submission of a Master Development Plan which is comprised of a Concept Plan, a Development Plan and a Phasing Schedule. The Waterfront Mixed Use (WX) guidelines that are applicable to each of these plans are as follows:~~

~~1. Concept Plan. Applicable Guidelines:~~

- ~~a. Building Design, [20.650.030](#) (A) (1) (23).~~
- ~~b. Building Scale/Transition, [20.650.030](#) (B) (1) (7).~~
- ~~c. Building Heights/Views, [20.650.030](#) (C) (1) (2).~~
- ~~d. Blank facades/Bulk, [20.630.030](#).~~
- ~~e. Pedestrian Access/Orientation, [20.650.040](#) (A) (1) (7).~~
- ~~f. Landscaping/Screening/Open Space, [20.650.050](#) (A-C).~~
- ~~g. Accessibility and clarity, [20.650.040](#) (B) (1) (3).~~
- ~~h. Site Grading, [20.650.060](#) (B) (1) (4).~~
- ~~i. Pathway Guidelines/Requirements, [20.650.060](#) (D) (1) (4).~~

~~2. Development Plan. Applicable Guidelines:~~

- ~~a. Building Design, [20.650.030](#) (A) (1) (23).~~
- ~~b. Building Scale/Transition, [20.650.030](#) (B) (1) (7).~~
- ~~c. Building Heights/Views, [20.650.030](#) (C) (1) (2).~~
- ~~d. Blank Facades/Bulk, [20.630.030](#).~~
- ~~e. Pedestrian Access/Orientation, [20.650.040](#) (A) (1) (7).~~
- ~~f. Landscaping/Screening/Open Space, [20.650.050](#) (A-C).~~
- ~~g. Public Amenities, [20.650.060](#) (1) (2).~~
- ~~h. Site Grading, [20.650.060](#) (1) (4).~~
- ~~i. Drainage.~~
- ~~j. Art and Furnishings, [20.650.060](#) (C) (1) (2).~~
- ~~k. Pathway Guidelines/Requirements, [20.650.060](#) (D) (1) (4).~~
- ~~l. Screening, [20.650.060](#) (E).~~
- ~~m. Fencing, [20.650.060](#) (F).~~
- ~~n. Signage, [20.650.060](#) (G).~~
- ~~o. Maximum Lot Coverage, [20.650.060](#) (H) (1).~~
- ~~p. Minimum Landscaping/Open Space, [20.650.060](#) (H) (2).~~
- ~~q. Parking Requirements, [20.650.060](#) (I) (1) (4).~~

r. ~~Utilities, [20.650.060\(K\)](#)~~

s. ~~Lighting, [20.650.060\(L\)](#)~~

t. ~~Setback Requirements [20.650.060\(M\)\(1\)-\(3\)](#). (Ord. M-3643, 2004~~

L. VMC 20.440, adopted by Ordinance M-3643, and last amended by Ordinance M-4255, is amended as follows:

Table 20.440.030-1. Industrial Zoning Districts Use Table

Parks/Open Space	OCI	IL	IH	ECX
- Neighborhood Parks	P	€ P	€ P	P
- Community Parks	€ P	€ P	€ P	€ P
- Regional Parks	C	C	C	C
- Trails	€ P	€ P	€ P	P

Table 20.440.030-1. Industrial Zoning Districts Use Table, footnote 11

11. ~~Subject to NAICS Table 20.440-2. (reserved for future use)~~

M. VMC 20.630.070, adopted by Ordinance M-3643, and last amended by Ordinance M-4071, is amended as follows:

Table 20.630.070-1. City Center West Employment Overlay Use Table

Use	
Human Service Facilities	L ²

~~2 Subject to provisions of Chapter [20.970](#) VMC Human Service Facilities.~~

N. VMC 20.650, adopted by Ordinance M-3643, is amended as follows:

Chapter 20.650
WATERFRONT MIXED USE (WX) PLAN DISTRICT

20.650.010 Purpose.

A. The Waterfront Plan District (WX) district is intended to:

1. Implement the goals and policies of the Comprehensive Plan for mixed-use development within the waterfront area.
2. Ensure functionally coordinated, cohesive site planning and design that maximizes land use through mixed-use developments.
3. Ensure compatibility of mixed-use developments with the surrounding uses and minimize any off-site impacts associated with development.
4. Encourage water-dependent, -related and -oriented uses within the waterfront area.
5. Encourage a high-activity and high-density urban environment that permits access to the waterfront not only to the residents of developments, but also to the public at large and invokes a sense of community and compatibility with other uses.
6. Prohibit the development of single-family detached dwellings.
7. Secure public shoreline access to or along the waterfront, to include waterfront access plans, construction of waterfront parks, trails, esplanades, bikeways and viewpoints. (Ord. M-3643, 2004)

20.650.020 Applicability.

~~A. *Small sites.* Development on a site located in the WX zone that is 20,000 sq. ft. or less in size shall be reviewed by means of site plan review, as governed by Chapter VMC 20.265 Site Plan Review, using the design and development standards contained in this Chapter.~~

~~B. *Large sites.* Development on a site located in the WX zone that is greater than 20,000 sq. ft. shall require a master plan to be reviewed by the Planning Commission as governed by the regulations in VMC 20.260 Planned Developments, using the design and development standards contained in this Chapter. (Ord. M-3643, 2004)~~

The requirements of this Chapter apply to property that is zoned Waterfront Mixed Use (WX).

20.650.025 Administration.

~~A. *Master plan required.* An applicant who proposes any Prior to development within the Columbia River Shoreline Enhancement District, the applicant must obtain approval of master plan ~~must submit a master development plan~~ per the requirement of Chapter 20.260 VMC, *Planned Developments*. Chapter 20.620 *Columbia River Shoreline Enhancement Plan District*.~~

~~B. *Purposes of master plan.*~~

1. *Assure that the proposed development is considered as a whole and will conform to the Comprehensive Plan and the underlying requirements of the zoning district.*
2. *Require any changes to the Comprehensive Plan and underlying zoning district to be integrated into the master plan.*
3. *Assure that phased development is properly coordinated.*
4. *Provide the developer/property owner with reliable assurances of the City's expectations for the overall project as a basis for detailed planning and investment.*
5. *Coordinate the master plan process with the requirements of the State Shoreline Management Act and the City's shoreline program, and insofar as applicable with the City's adopted policy for a waterfront trail. (Ord. M-3643, 2004)*

20.650.030 *Design and Development Standards.*

A. Building design. The following design and development standards shall apply to all development that occurs or is proposed in the WX district:

1. *Multiple buildings on a single site shall be designed to create a strong visual relationship between or among the buildings. Architectural treatment of a building shall be consistent on all sides.*
2. *Development shall take into account the relationship of adjacent buildings in terms of height, materials, scale and architecture. The goal is to achieve attractive structures and preserve significant views.*
3. *Mixed-use developments shall be encouraged to provide increased opportunities for informal and planned activities beyond the typical 9 a.m. to 5 p.m. work hours, including secure, well-lighted amenity zones and programmed activities. In addition, design that will increase opportunities for activities both within the project boundaries and between existing adjacent developments and neighborhoods shall be promoted.*
4. *Interest shall be created by both the repetition and changes in various patterns from window openings to paving designs. Developers shall consider the use of decorative pavement accents in sidewalks and near street intersections.*
5. *When a project occurs in a visually rich context, such as the waterfront, its form, materials, orientation, and detailing shall incorporate the assets offered by its setting.*
6. *The size, character and siting of proposed projects shall relate to the functions of adjacent streets and pedestrian networks. Buildings shall be oriented to the public rights-of-way and shall be placed close to pedestrian movement.*
7. *Environments shall be created that encourage a number of specific activities to front a street, court or plaza at ground level to provide variety at a human scale.*
8. *Where feasible, the design of multi-use facilities to accommodate retail and other uses at the pedestrian level that increase activity and use shall be encouraged.*
9. *Buildings shall be designed and located to complement and preserve existing buildings, streets and paths, bridges and other elements of the built environment.*
10. *Buildings shall be designed to be complementary in appearance to adjacent structures of good design with regard to:*
 - a. *Materials, color and texture;*

- b. Setbacks;
- c. Roof lines;
- d. Height; and
- e. Overall proportions.

11. Where existing buildings are to remain on site, new development shall be designed to:

- a. Integrate the remaining buildings into the overall design; or
- b. Provide separate landscaping, remodeling or other treatment that establishes a distinct character and function for the remaining buildings.
- c. Existing pedestrian paths or public areas shall be retained whenever feasible.

12. Bus shelters, drinking fountains, benches, mail boxes and related amenities shall be designed to be complementary in appearance to buildings.

13. The following amenities shall be designed to be complementary in appearance to those buildings or structures upon which they are located: windows, doors, mailboxes, mechanical equipment, downspouts, utility connections and meters, chimneys, lights, signs, awnings, foundations, vents, stairs, decks and railings, weather vanes, aerals and other appendages attached to the roof or projecting above the roofline.

14. Awnings, signs and lights shall be placed at the specific location on the wall to define the first floor or retail cornice height.

15. Trees and other natural elements shall be used to help define building proportion relationships and to provide scale to the structure as a whole.

16. Thematic consistency shall be encouraged and the variety of styles of building elements shall be minimized while allowing a diversity of architecture.

17. Buildings shall be designed and located to complement and preserve existing natural landforms.

18. To the extent practicable, landforms shall be incorporated as design elements that relate to building elevations to determine scale and proportion.

19. Foundations shall be designed to match the scale of the building being supported., Use of berms, re-siding, or sheathing the foundation structure with wall siding are methods that accomplish this purpose.

20. Decks, railings and stairs that relate a building to the contours of the land shall be used.

21. Buildings shall be designed to minimize the personal security risks of users and to minimize the opportunities for vandalism and theft.

22 Buildings shall be designed and constructed to reduce noise impacts on interior occupied spaces and adjacent property.

23. Natural barriers shall be used where possible, and where it is not possible, the use of solid barriers such as fences, berms, or structures to reduce sound levels shall be considered.

24. Heat pumps or similar mechanical equipment shall be located so that operating noise does not affect use of living areas such as bedrooms, outdoor decks, patio areas of the use or adjacent uses.

B. Building scale/transition.

1. A large structure shall contain design elements that create a transition to the human scale, particularly near the ground.
2. If a development is larger or smaller than surrounding uses, the design shall provide transitional elements at the perimeter to integrate it with its surroundings.
3. Transition using variety of scale, pattern and texture of building and landscaping elements is encouraged to create a more visually interesting project.
4. Buildings shall be designed to reveal or express their primary patterns of use and entry.
5. The proposed building orientation shall respect the orientation of surrounding buildings and streets and shall relate to other buildings on the same site in regard to pedestrian circulation.
6. Buildings shall be designed and located to complement and preserve existing natural landforms, trees, shrubs and other natural vegetation, where appropriate.
7. A balance in the height, bulk and scale of the buildings constructed within the site shall be achieved so that large and/or long blank walls are either not constructed or their features are minimized. These standards can be achieved by the use of certain landscape features, specific building materials, limited size and length of buildings, preserving significant existing trees, screening mechanical equipment, innovative signage, limiting or prohibiting structures within side building setbacks, limited fences and/or hedges within view corridors, and visual penetration through structures.

C. Building heights/views.

1. Views from the residential areas above the river to the river shall be protected to the greatest extent practicable;
2. Views within the waterfront property to the river shall be protected to the greatest extent practicable. Access to views of both the project's users and the general public shall be considered.
3. Major views and view corridors that give special emphasis to open space, the river, and special man-made or natural landmarks shall be protected to the greatest extent practicable.
4. Buildings shall be located and designed to provide access to desirable views, while not blocking the views of others unnecessarily.
- ~~5. The maximum overall height allowed in general is 60'. Higher structures may be allowed if views are not significantly impaired by means of a Type II Variance, as governed by VMC 20.290 Variances.~~

D. View analysis. As part of the master development plan, an analysis of views from the residential area above the site including view corridors, view profiles and vertical profiles from various locations is required. The views and/or view corridors to be protected are perpendicular and at angles to the river and include those views from the residential area above to the river and those seen from within the site to the river. (Ord. M-3643, 2004)

20.650.040 Accessibility.

A. Pedestrian access/orientation.

1. Buildings shall reflect a strong sense of human scale and interest within the pedestrian environment.
2. Ground floor levels of buildings shall include elements of pedestrian interest.

3. *Development, especially buildings taller than 40', shall address pedestrian scale and open space requirements and maintain human scale by creating variation of the urban form.*
 4. *Separation of pedestrians and automobiles shall be encouraged. This can be accomplished by providing on-street parking and/or planting strips between the street and sidewalk.*
 5. *The areas immediately adjacent to buildings shall be designed to integrate with the surrounding landscape and pedestrian walkways. Elements such as courtyards, colonnades and public art may be used to define this space.*
 6. *Development shall provide convenient pedestrian access via sidewalks to transit stops.*
 7. *Building entrances shall be identifiable and directly accessible from a public sidewalk. Entry areas shall be emphasized and strengthened through design articulation.*
- B. Accessibility and clarity.**
1. *Environments shall be created that are understandable and help orient the user and the general public.*
 2. *Sites shall be planned to respect existing natural and man-made landmarks and to create landmarks for the ease of public recognition.*
 3. *Major vistas and panoramas that give special emphasis to open space and the river shall be protected to the greatest extent practicable. (Ord. M-3643, 2004)*

20.650.050 Landscaping and Screening.

- A. Ground-level equipment.** *Structures such as antennas and satellite dishes shall be integrated into the project architecture and/or landscaping.*
- B. Open space.** *Open space shall be an integral part of any proposal. Exterior plazas, entry gardens, urban parks and sufficient landscaped areas should be clearly defined to strengthen the human scale and reduce the visual impact of tall buildings.*
- C. Public and semi-public places.** *Creation of public and semi-public places at both large and small scales shall be promoted to encourage a sense of community, where appropriate. Open spaces shall be designed to attract the public through the creation of comfortable places, attractive exhibits and easy access. Any open space shall be designed at a human scale to encourage human interaction.*
- D. ADA compliance.** *Open space shall be designed to be accessible and usable by people those with physical limitations and disabilities by complying with the provisions of the Americans With Disabilities Act.*
- E. Landscaping size and spacing.** *The size and spacing of landscape elements shall be consistent with the size of the project and should relate to any identifiable streetscape.*
- F. Landscaping purpose.** *Landscaping shall provide variety and interest and improve the aesthetic quality of a project, in addition to providing a functional purpose.*
- G. Coordination with utilities.** *The landscape design shall be coordinated with all site utility elements such as power lines, transformers, meter boxes, backflow preventers and fire protection devices to effectively diminish the impact of such elements on the character of the site. (Ord. M-3643, 2004)*

20.650.060 Other Development Standards.

A. Public amenities.

1. Overhangs and canopies shall be integrated in the building design along all pedestrian thoroughfares.
2. Comfortable and attractive street furniture, such as seating and tables, fountains, trash receptacles, information kiosks, and directories which are accessible to the physically disabled shall be provided in public spaces for public enjoyment and comfort.

B. Site grading.

1. Site design shall minimize the removal of mature trees and other existing mature vegetation.
2. The proposed grading shall be designed with slopes and topographic features that match the natural grade to the maximum extent practicable.
3. Sites shall be designed to minimize erosion.
4. Where they exist in their natural state, significant wetlands, drainageways and streams shall be preserved.

C. Art and furnishings.

1. The use of art is encouraged and shall be integrated into the overall design of a project, if proposed.
2. Lighting fixtures and illumination shall be of similar design and character as the project's building components.

D. Pathway guidelines/requirements.

1. Public use and access to the Columbia River shoreline shall be provided.
2. A trail that extends along all of the waterfront from the Burlington Northern Railroad bridge to the eastern city limits with viewpoints and access points shall be provided within 35' of the ordinary high water mark. Flexibility may be allowed to vary the location of the path, keeping it as close to the river as possible. Under special circumstances, the path may be allowed to vary or depart from the river for short distances. Also, it may be necessary from time to time to temporarily close a portion of the path. As part of an application submitted in compliance with Section [20.650.025](#) VMC, the location of the path, viewpoints and access points shall be shown and an explanation shall be submitted as to why the proposed location is the most appropriate for the site and that the equivalent of the pathway requirement can be met.
3. Along the pathway there shall be viewpoints and access points provided for the public. The location of the viewpoints and access points shall be determined after the analysis ~~required under subsection C above~~, as stated in Building Heights/Views, is complete.
4. All applications submitted shall comply with the intent and purposes of Resolution No. M-2739 regarding the pathway along the river, which outlines the city's responsibilities in terms of the pathway requirement including, but not limited to planning for a trail from the Burlington Northern bridge to the eastern city limits which includes some public amenities and includes the providing by the city of adequate maintenance and public safety.

E. Screening. All trash cans, trash collection areas, storage yards, service areas and mechanical equipment, including heat pumps, air conditioners, emergency generators and water pumps, shall be screened from view or placed in locations where they will generally not be visible. Screened materials shall be incorporated into the building design. Small rooftop mechanical equipment, including vents, need not be screened if the total area of such equipment does not exceed 10 square feet per structure.

F. Fencing. A minimum 6' sight-obscuring fence is required for storage, assembly and/or fabrication uses ~~when allowed as a conditional use~~.

G. Signage.

1. Types: Business park type monument base signs are permitted. The maximum height of a monument base sign is 15'. The maximum size of a monument base sign is 50 square feet. Rotating, flashing and free-standing pole, and roof-top signs are prohibited. Fascia signs are permitted as set forth in VMC [20.960 Signs](#), provided that they are consistent with the standards set forth in this subsection.

2. Standards

a. The size, shape, location and design of all signs shall be compatible with building proportions and features and be consistent with the overall character of the site.

b. Sign locations shall be integrated within the design of the site and adjacent streetscape.

c. Signs shall be integrated with landscape elements such as walls, planters, and street furniture and be placed so they are not obscured by landscaping when it has reached full maturity.

d. Consideration shall be given to the location and design of signs on adjacent parcels.

e. Multi-tenant buildings and shopping centers shall all have a comprehensive sign program. Provisions should be made for coordination of sign dimensions, materials, textures, colors, illumination and method and location of mounting. These signs shall be delineated in a uniform and consistent manner.

f. Traffic directional signs should be placed to promote safe and efficient traffic flow.

g. Signs shall be oriented to promote readability and serve their intended function.

h. The use of individual letters for signs is preferred over cabinet signs with brightly lit backgrounds or signs that have emphasized backgrounds. Sign letters shall be illuminated rather than the background area or backlit signs should have opaque backgrounds.

i. The light source of externally illuminated signs shall be shielded or out of the public's view.

j. Visible braces and other supporting devices should be avoided but, if required, be incorporated as a design feature.

H. Other development standards.

1. Maximum lot coverage. The maximum lot coverage shall be 70%, including building footprints and all paved areas devoted to vehicular parking, loading and circulation.

2. Minimum landscaping/open space. The minimum landscaped area shall be 20%. The height of all planted trees shall be coordinated with view corridors and with the height of adjacent buildings. This will help ensure that the view corridors are protected.

I. Parking requirements.

1. Parking adjacent to the river. No parking shall be allowed adjacent to the river. This is to avoid potential problems related to storm water run-off and other water quality problems impacting the river and to enhance the view corridors through and along the river. In some cases, parking may be allowed adjacent to the river but only if

a. The parking is required for a water-dependent or a water-related use and no reasonable alternative exists; or

b. The area of the lot where the parking would be located is depressed 4' or more below street level.

2. Shared parking between and among uses shall be encouraged.

3. *Joint circulation and shared access between abutting properties is encouraged.*
4. *Adequate lighting for parking lots shall be provided to ensure personal safety. Lighting shall be integrated into the architectural character both in terms of illumination.*

J. Transit facilities.

1. *Depending on the type and intensity of development proposed, certain transit facilities may be required including, but not limited to bus shelters and bus pull-outs.*
2. *Where bus shelters and other transit facilities are provided, they shall be located near building access and/or activity areas and be incorporated in the building design.*

K. Utilities. All required utilities shall be constructed underground.

L. Lighting. Lighting for development shall be provided in a uniform and consistent manner in terms of location and design within a development and in coordination with adjacent development and/or zoning. Lighting shall not create glare beyond the subject parcel's boundaries. Lighting shall be uniform and consistent along pathways and/or open spaces and public areas and shall be complimentary within developments.

M. Setback requirements.

1. *Required perimeter setbacks from the project boundary shall be based upon the setbacks of the adjacent zone or the following requirements whichever is greater:*
 - a. *For a structure: 25'.*
 - b. *For a parking lot: 10'.*
 - c. *For a vehicular accessway: 5' .*
2. *An accessway shared by property zoned commercial and residential is not subject to the yard requirement.*
3. *There are no mandatory setbacks required within the site. However, a requirement may be established at the time of Planning Commission review depending upon the type and intensity of development proposed. (Ord. M-3643, 2004)*

O. VMC 20.680.040 which was adopted by Ordinance M-3643, and last amended by Ordinance M-4179, is amended as follows:

20.680.040.c.

6. The Master Plan achieves the following objectives:

j Includes standards or legal agreements ensuring shared parking is utilized to the maximum extent practicable throughout the master plan area. The number of non-structured parking spaces provided for individual uses shall be no less than indicated in VMC Table 20.945.070-12, Minimum Off-Street Vehicle Parking Requirements and no more than 115% of that amount.

P. VMC 20.740 which was adopted by Ordinance M-3643, is amended as follows:

20.740.020 General Provisions.

A. No Net Loss of Functions. Activity shall result in no net loss of functions and values in the critical areas. Since values are difficult to measure no net loss of functions and values means no net loss of functions. The beneficial functions provided by critical areas include, but are not limited to water quality protection and enhancement; fish and wildlife habitat; food chain support; flood storage; conveyance and attenuation of flood waters; ground water recharge and discharge; erosion control; and wave attenuation. These beneficial functions are not listed in order of priority. This chapter is also intended to protect residents from hazards and minimize risk of injury or property damage.

B. Relationship to Other Regulations.

1. These critical areas regulations shall apply in addition to zoning and other regulations adopted by the city.

2. Any individual critical area that overlaps another type of critical area shall meet the requirements that provide the most protection to the critical areas involved.

3. When there is a conflict between any provisions of this chapter or any other regulations, that which provides the most protection to the subject critical area shall apply.

4. Conditions of approval of a project affecting critical areas may be supplemented by a review under the State Environmental Policy Act (SEPA), as locally adopted.

5. Compliance with the provisions of this chapter does not constitute compliance with other federal, state, and local regulations and permit requirements (for example, Shoreline Substantial Development Permits, Hydraulic Project Approval [HPA] permits, Section 106 of the National Historic Preservation Act, U.S. Army Corps of Engineers Section 404 permits, or National Pollution Discharge Elimination System permits). The applicant is responsible for complying with other state and federal requirements in addition to the requirements of this chapter. Obtaining all applicable state and federal permits shall be made a condition of a Critical Areas Permit. Such permits shall be obtained prior to issuance of permits for development, construction or site disturbance except under the circumstances set forth in VMC [20.740.040\(J\)](#).

C. Jurisdiction.

1. All areas within the city meeting the definition of one or more critical areas, whether mapped or not, are hereby designated critical areas and with their buffers are subject to the provisions of this chapter.

2. Watersheds (VMC [20.150](#)) are those most recently identified and mapped by Clark County Public Works. Watershed maps are available from the planning official. Burnt Bridge Creek, Columbia Slope, and Vancouver Lake/Lake River are the primary watersheds in Vancouver.

D. **Warning and Disclaimer of Liability.** The standards established herein are minimum standards. The standards are established for regulatory purposes only. Minimum compliance with these standards may not be sufficient protection from identified or unidentified hazards. City establishment of these minimum standards is not a representation that these standards are sufficient protection from any hazard. Critical areas development should be based on sound scientific and engineering considerations that may be more stringent than this chapter. The city assumes no liability if these established standards prove to be insufficient protection. (Ord. M-4017 § 4, 2012; Ord. M-3844 § 2, 2007; Ord. M-3692 § 2, 2005)

E. Interpretation of Critical Area Boundaries. The planning official shall be authorized to interpret the exact location of the critical area boundary. Final designations shall be based on site conditions and other available data or information. A person who disagrees with the interpretation may appeal the interpretation pursuant to Section [20.255.020\(D\)](#).

20.740.030 Applicability and Exemptions from Requirement to Obtain Permit.

A. Applicability.

1. Unless exempted by this chapter ~~[VMC [20.740.030\(B\)](#)]~~ the provisions of this chapter shall apply to all lands, all land uses, clearing and development activity, and all structures and facilities in the city located within a critical area or buffer or on a site containing a critical area or buffer including single-family residential lots platted prior to 04/29/05 and developments such as play structures that require no other permits.

2. The provisions of this chapter shall apply whether or not a permit or authorization is required.

3. No person, company, agency, or applicant shall alter a critical area or buffer (including removal of downed woody vegetation ~~from~~ or application of chemicals harmful to fish and wildlife within 25 feet of wetlands, ponds, lakes, streams or rivers) except as consistent with the requirements of this chapter.

4. The Critical Areas Permit required pursuant to this chapter shall be obtained prior to undertaking any activity or development regulated by this chapter, unless exempted by this chapter. ~~[VMC [20.740.030\(B\)](#)]~~.

B. Statements of Exemption Process { Process is moved to this location for better flow.}

For exempt activities listed in 20.740.030(C)(1) below, a written Statement of Exemption from securing a Critical Areas Permit must be obtained prior to undertaking any development activity. Activities exempt 20.740.030(C)(2) do not require a statement of exemption.

All exempt activities are still subject to the policies and regulations of this Chapter. The planning official shall attach Critical Areas Ordinance conditions to the building permits and other permits and approval as necessary to enforce the policies and regulations of this chapter.

The request for the Statement of Exemption shall be in writing, on forms required by the planning official, and include the information required by the planning official.

The planning official shall issue a decision on a request for a Statement of Exemption in writing within 21 calendar days of receiving the request.

C. Exemptions from Requirement to Obtain a Critical Areas Permit.

1. Activities for which a Statement of Exemption is required.

~~Applicants for the exempt activities listed in VMC [20.740.030\(B\)\(1\)\(a-c\)](#) shall first obtain a written Statement of Exemption from securing a Critical Areas Permit, prior to undertaking any development activity. This process verifies that the action is exempt from the permitting process of the Critical Areas Ordinance. However, all exempt activities are still subject to the policies and regulations of this Chapter. The planning official shall attach Critical Areas Ordinance conditions to the building permits and other permits and approval as necessary to enforce the policies and regulations of this chapter.~~

~~The request for the Statement of Exemption shall be in writing, on forms required by the planning official, and include the information required by the planning official.~~

~~The planning official shall issue a decision on a request for a Statement of Exemption in writing within 21 calendar days of receiving the request.~~

{Moved to B}

The following activities shall obtain a Statement of Exemption under [20.740.030\(B\)](#) above:

a. Existing Structure Remodel – Impervious Surface Increase Less than 500 Square {Header Added}

Development or clearing, outside areas of special flood hazards and other than tree removal, as minimally necessary to remodel an existing structure, provided:

1. The activity will increase the footprint of structures including impervious surfaces by less than 500 square feet from the footprint size at the time of the adoption of this chapter; and
2. If the structure or impervious surface is within a critical area or buffer, the distance from the nearest structure or impervious surface to lakes, streams, rivers, wetlands or geological hazards is not decreased; and
3. All vegetation disturbed as a result of the development shall be replaced one-to-one, except trees shall be replaced using tree units derived from VMC [20.770](#), Tree Conservation. Native vegetation shall be used where feasible.
4. Impacts to critical areas and buffers shall be minimized and mitigated.

b. No Impervious Surface Increase in the Riparian Management Area or Riparian Buffer

Development activity on the portions of sites with existing structures or impervious surfaces which does not increase the impervious surface area within the Riparian Management Area or Riparian Buffer and which is not otherwise exempt under VMC [20.740.030\(B\)](#), shall be exempt from the provisions of VMC [20.740.110](#) (Fish and Wildlife Habitat Conservation Areas). The applicant is encouraged to provide enhancement to the extent feasible. Such enhancement activities may include, but are not limited to, landscaping using native plants, additional treatment of stormwater as appropriate, and implementation of best management practices that would enhance habitat functions.

c. Approved Subarea Plan with EIS

Development activity covered by and in compliance with all the conditions of an approved subarea plan that contains:

1. Baseline information on existing critical areas and their functions at the level of detail required for an Environmental Impact Statement (EIS) under the State Environmental Policy Act (SEPA);
2. An analysis of the impacts of full development at the level of detail required for an EIS under SEPA and in keeping with the plan; and
3. Mitigation for those impacts consistent with the requirements of this chapter.

d. Fence

A fence may be installed in a critical area buffer (not in a critical area) where:

1. The fence is necessary for safety and security;
2. The property was developed prior to the effective date of VMC [20.7.40](#) (April 29, 2005);
3. The fence is designed and installed in a manner that protects the critical area and buffer functions and blends with the critical area environment.

e. On-site Critical Area will be Avoided

Development may be permitted on a site containing a critical area or buffer not also subject to state or federal permits where the Planning Official determines that the critical areas and buffers will be clearly avoided using the following procedures and criteria:

1. The Planning Official has visited the site;
2. The critical area(s) and buffer(s) has/have been identified in the field and clearly mapped by a qualified professional through an approved, limited-scope Critical Areas Report (for example, a wetland boundary delineation without categorization or functional assessment, but with the minimum documentation necessary to justify the boundary location); except that for a single-family or duplex residential development on a property with a stream not regulated under the state Shoreline Management Act, its Riparian Management Area or Riparian Buffer, the Planning Official may accept an aerial photo overlain with 2' contour lines from the Clark County Digital Atlas with the required information drawn to scale by someone other than a qualified professional.
3. The site plan and final plat show a development envelope within which all development activity will take place, and a note identifying the development envelope and its purpose is placed on the face of the site plan and the final plat;
4. The boundaries of the development envelope are clearly outside of all maximum critical areas and all maximum buffers. The maximum critical area and maximum buffer are the greatest that may be applied under any circumstances. (For example, under this chapter, the maximum wetland buffer that could be applied under any circumstance is 300'; the maximum Riparian Management Area is 100', and the maximum Riparian Buffer is 75' from the outer boundary of the Riparian Management Area).

f. Fire-Defensible Space

Maintaining fire-defensible space around a structure to reduce fire hazards, involving regular maintenance of existing trees at least 6" diameter at breast height, grasses, and underbrush, not tree removal or other ground-disturbing or soil-destabilizing activities. Creating fire-defensible space (see VMC [20.7.40.040\(I\)](#)) or undertaking other development requires a Critical Areas Permit under VMC [20.7.40.040\(B\)\(1\)\(f\)](#) and could require other permits as well.

1. Pruning trees, grasses, and brush within a critical area or buffer to maintain fire-defensible space around a structure may be permitted when one or more of the following criteria is met:
 - a. The structure nearest the property line is within 30' of a slope of at least 25% (also designated as a landslide hazard area under this chapter);
 - b. The nearest structure is within 30' of a forested area;
 - c. The vegetation within 30' of the structure is comprised of less than 50% native species;
 - d. The vegetation within 30' of the structure is higher than 12";
 - e. Trees are crowded within 30' of the structure or overhanging the structure's roof;
 - f. The structure is located in an area designated by the Fire Marshal as a "Wildfire Safety Area."

2. When maintenance of a fire-defensible space is permitted, the following standards shall apply:

a. Trees may be pruned or limbed-up to mitigate a hazard, but trees may not be removed without a Critical Areas Permit and any other necessary permit(s) (See VMC [20.740.040\(B\)\(1\)\(f\)](#) and .040(I) on creating fire-defensible space).

b. Grasses and underbrush shall be maintained between 8" and 12" in height.

c. Topping trees is prohibited.

d. Any debris from pruning shall be disposed of promptly and properly.

2. Activities for which a Statement of Exemption is not required.

Reasonable methods shall be used to avoid potential impacts to critical areas. Any damage to, or alteration of, a critical area that is not a necessary outcome of the exempt activity shall be corrected at the property owner's expense.

The follow activities are exempt from needing a Critical Areas Permit and do not require a statement of exemption:

a. Emergencies.

Those activities necessary to prevent an immediate threat to public health, safety, or welfare, or that pose an immediate risk of property damage and that require remedial or preventative action in a timeframe too short to allow for compliance with the requirements of this chapter, so long as all of the following apply:

1. The emergency action uses reasonable methods to address the emergency.

2. The emergency action must have the minimum possible impact to the critical area or its buffer.

3. The property owner, person or agency undertaking such action shall notify the city within one working day following commencement of the emergency activity.

4. Within 14 days the planning official shall determine if the action taken was within the scope of the emergency actions allowed in this section. If the planning official 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 VMC [20.740.090](#) shall apply.

5. After the emergency, the property owner, 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 Areas Report and mitigation plan. The property owner, person or agency undertaking the action shall apply for review. The alteration, Critical Areas Report, and mitigation plan shall be reviewed by the city in accordance with the review procedures contained in this chapter.

6. Restoration and/or mitigation activities must be initiated within three months of the date of the emergency or as otherwise determined by the planning official, and completed in a timely manner.

b. Valid Critical Areas Permit

Any development proposed on property pursuant to a currently valid Critical Areas Permit, provided all conditions and requirements of the Critical Areas Permit are met and the proposed activity is within the scope of the original permit.

c. Hazard Tree

Emergency or hazard tree removal (as defined in VMC [20.770](#)) conducted so that critical area impacts are minimized.

d. Landscape Maintenance

Landscape maintenance (other than tree removal or use of pesticides, herbicides, fungicides or fertilizers applied into or within 25 feet of water bodies) consistent with accepted horticultural practices, such as those recommended by the Washington State University Extension Service, within the boundaries of an existing lawn, garden or landscaped area and not associated with development.

e. Noxious or Invasive Plants

Clearing of noxious or invasive plants using hand-held equipment such as a weed-whacker, provided (1) fueling and maintenance take place outside the critical area and buffer; (2) all cleared vegetation is taken away and disposed of properly; and (3) denuded soils are stabilized with native vegetation. The City of Vancouver's Noxious or Invasive Plants List and Native Plant Species List are available from the Planning Official.

f. Pesticides, Herbicides, Fungicides or Fertilizers 25 feet from Critical Area

Application of pesticides, herbicides, fungicides or fertilizers farther than 25 feet from any wetland, pond, lake, stream or river or in a manner specified in a valid permit.

g. State or Federal Approved Conservation or Preservation

State or federally approved conservation or preservation of soil, water, vegetation, fish, shellfish, and other wildlife that does not entail changing the structure or functions of the existing critical area or buffer.

h. Harvesting Wild Crops

The harvesting of wild crops in a manner that is not injurious to natural reproduction of such crops or other native vegetation and provided the harvesting does not require tilling of soil, planting of crops, chemical applications, or alteration of the critical area or buffer by changing existing topography, water conditions or water sources.

i. Passive Activities

Passive outdoor recreation, education, and scientific research activities such as fishing, hiking, and bird watching that do not degrade the critical area or buffer.

j. Land surveys, soil sampling, percolation tests, and other related activities

In every case, impacts to the critical area or buffer shall be minimized and disturbed areas shall be stabilized immediately.

k. Navigational Aids and Boundary Markers

Construction or modification of navigational aids and boundary markers. Impacts to the critical area or buffer shall be minimized and disturbed areas shall be restored within 72 hours.

l. Agricultural Activities

Existing and ongoing agricultural activities protected under the federal Food Security Act occurring in wetland areas.

~~m.~~ Existing and ongoing agriculture within fish and wildlife habitat conservation areas so long as livestock and application of pesticides, herbicides, fungicides and fertilizers are kept 25 feet from any water body.

~~m.~~ State or Federally Approved Restoration or Enhancement Project

Implementation of a state or federally approved restoration or enhancement project not related to any development project.

n. Operation, Repair and Maintenance

~~e.~~ Operation, repair and maintenance of existing structures, infrastructure, roads, sidewalks, railroads, trails, dikes, or levees or water, sewer, stormwater, power, gas, telephone, cable, or fiber optic facilities if the activity does not further increase the impact to, or encroach farther within, the critical area or buffer and there is no increased risk to life or property as a result of the proposed operation, repair, or maintenance.

o. Areas with only ground shaking or liquefaction hazards

In areas with only ground shaking or liquefaction hazards, repair or construction of roads, sidewalks or trails (except where there are structures), or water, sewer, stormwater, gas, power, cable, or fiber optic facilities shall be exempt from the ground shaking and liquefaction permitting requirements.

~~pg.~~ Public improvement projects located within existing impervious surface areas.

qf. City, State or Federally Approved Stand-alone "Critical Area" Creation Project

Implementation of a city, state or federally approved stand-alone "critical area" creation project that is not mitigation. A "Critical Area" created under these circumstances that would not otherwise have met the definition of that type of critical area is exempt from the provisions of this chapter. Also see the definition of "Wetlands" at VMC [20.150](#).

rs. Clearing in Frequently Flood Area and/or Seismic Hazard Area Only

Clearing vegetation within the floodplain but outside the Riparian Management Area or Riparian Buffer (see VMC [20.740.040\(B\)\(1\)\(f\)](#)).

~~ts.~~ Clearing vegetation in critical areas that are only seismic hazard areas (see VMC [20.740.040\(B\)\(1\)\(f\)](#)).

~~st~~ Fence Repair

Maintenance, repair, and in-kind replacement of existing fences.

t. Seismic Hazard Areas Only

Sites identified as located within only a Seismic Hazard Area (VMC 20.740.130 – Geologic Hazard Areas) shall be exempt from needing to obtain a critical areas permit. All projects within the Seismic Hazard Area must comply with the Building Code at time of building permit review including providing a geotechnical report.

{ Comment - Requiring a report from a geotech prior to building permit has only created extra work for applicants and staff as all the code only says that the project must comply with the building code. Therefore it makes sense to not require a critical areas permit at land use permit as this is best handled at building permit. }

(Ord. M-4034 § 23, 2012; Ord. M-4017 § 5, 2012; Ord. M-3931 § 22, 2009; Ord. M-3922 § 36, 2009; Ord. M-3844 § 2, 2007; Ord. M-3692 § 2, 2005)

20.740.040 Approval Process.

~~A. Initial Critical Areas Determination Process.~~

~~1. Pre-application Conference Required. Unless waived pursuant to VMC [20.210.080\(B\)](#), prior to the city's consideration of any proposed activity not found to be exempt under Exemptions [VMC [20.740.030\(B\)](#)], the applicant shall submit to the department a Pre-application Request Form and other required information pursuant to VMC [20.210.080](#). Provided, pre-application conferences shall not be required for proposed activities within only ground shaking or liquefaction areas or within any critical areas for proposals involving only an addition to an existing single family home, including accessory structures.~~

~~The planning official shall review the submitted information, conduct a site inspection, review other information available pertaining to the site and the proposal, and make a determination as to whether a Critical Areas Permit is required.~~

~~a. Decision Indicators. The planning official shall use the following indicators whenever available, to assist in determining the need for a Critical Areas Permit:~~

~~1. Indication by the city's critical area location information of a critical area or buffer that may be impacted by the proposed activity;~~

~~2. Information and scientific opinions from appropriate agencies, including but not limited to the Washington Departments of Fish and Wildlife, Natural Resources, and Ecology;~~

~~3. Documentation, from a scientific or other reasonable source, of the possible presence of a critical area or buffer.~~

~~b. Interpretation of Critical Area Boundaries. The planning official shall be authorized to interpret the exact location of the critical area boundary. Final designations shall be based on site conditions and other available data or information. A person who disagrees with the interpretation may appeal the interpretation pursuant to Section [20.255.020\(D\)](#).~~

~~2. Pre-application Waiver. In the event that the planning official grants a pre-application waiver pursuant to VMC [20.210.080\(B\)](#) the planning official shall either attach a Statement of Exemption, if applicable, or document in the pre-application waiver letter that a Critical Areas Permit is required.~~

~~3. Decision on Pre-application. The planning official shall make one of the following decisions in the pre-application staff report:~~

~~a. Critical Areas Permit Not Required. If the planning official's analysis indicates that there is no critical area or buffer on the subject property, then the planning official shall determine that the initial critical area review is complete and that no further review is required. The planning official shall issue a Statement of Exemption and include it with the Pre-application report.~~

~~b. Critical Areas Permit Required. If the planning official determines that a critical area or its buffer may be located on the subject property, the planning official shall determine that a Critical Areas Permit is required, and shall indicate each of the critical area types to be addressed in the critical areas report.~~

~~4. Reconsideration of planning official's Initial Critical Area Determination. A determination may be reconsidered by the planning official if new information is received. If the applicant wants greater assurance of the accuracy of the critical area review determination, the applicant may choose to hire a qualified professional to provide such assurances.~~

~~B. Final A. Critical Areas Permit Process. {Process is hard to follow simplifying}~~

~~1. Pre-application Conference Required. A preapplication meeting or waiver per VMC 20.210 is required prior to submitting a critical areas permit. Provided, pre-application conferences shall not be required for the following:~~

- a. Proposed activities within only ground shaking and/or liquefaction areas
- b. Proposals involving only an addition to an existing single-family home, including accessory structures.
- c. Other minor improvements determined by the Planning Official to not warrant a pre-application meeting.

~~21. —Type I Application-Critical Areas Permit. The following activities shall be processed as a All Critical Areas Permits as determined to be necessary under Chapter 20.740 and as stated below shall be processed as a Type I permit or when submitted with another land use application, reviewed according to the procedures of the underlying land use application pursuant to VMC 20.210. ~~20.210.040~~ except a pre-application conference shall be required unless waived pursuant to VMC 20.210.080(B) or the activity is proposed within only a ground shaking or liquefaction hazard area.~~

- a. New single-family and duplex residences, alterations to existing single-family and duplex residences, or new accessory structures located within a critical area or buffer, or on a property containing a critical area or buffer.
- b. Application of pesticides, herbicides, fungicides or fertilizers within 25 feet of ponds, lakes, streams, rivers or wetlands.
- c. Approval of agricultural activities within 25 feet of ponds, lakes, streams or rivers.
- d. Critical Area restoration or enhancement projects not related to any development project; and establishment of mitigation banks.
- e. Public improvement projects located entirely within the previously improved portion of the right-of-way, not otherwise exempted ~~by this Chapter~~ by VMC 20.740.030(B)(2)(g).
- f. Clearing vegetation within a critical area or buffer, including: (1) grading, uprooting or other activities that impair the soil stabilization function of vegetation in landslide hazard areas (VMC 20.740.130(C)(1)(e)); (2) removal of downed woody vegetation from wetlands, lakes, streams or rivers; and (3) removal of trees, grasses, or brush to create fire-defensible space (VMC 20.740.040(H)). However, clearing vegetation within the area of special flood hazard outside of the Riparian Management Area and Buffer and in seismic hazard areas shall not require a permit (see VMC 20.740.030 (B)(2)(s) and (H)).
- g. Approval of programmatic permits (VMC 20.740.040(H)) for activities within critical areas or buffers.

~~2. Other Application Types. All other activities proposed within any critical area or buffer shall be reviewed according to the procedures of the underlying land use application.~~

3. Review Procedure. The planning official shall make a determination as to whether the proposed activity and mitigation, if any, are consistent with the provisions of Title 20. The planning official's determination shall be based on the approval criteria of VMC 20.740.060. The Critical Areas Permit shall be valid for as long as the underlying land use permit or as otherwise specified by the planning official.

EB. Notice on Title – Covenant and Tracts.

1. Covenants. This section applies to all nonexempt projects that involve critical areas and buffers.

- 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 approved shall file a covenant with the county records and elections division according to the direction of the city. The covenant shall state the presence of the critical area or buffer on the property, the application of this chapter to the property, and the fact that limitations on actions in or affecting the critical area or buffer may exist. The covenant shall "run with the land."

b. The applicant shall submit proof that the covenant 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, binding site plans, and other developments that involve platting, at or before recording of the plat.

2. Tracts. This section applies in addition to VMC [20.740.040\(~~C B~~\)\(1\)](#) to projects that involve platting on properties containing fish and wildlife habitat conservation areas, wetlands, and their buffers. The Planning Official may also apply this section to developments that involve platting on properties containing geologic hazard areas and their buffers. The location of the tract, critical area(s), and buffer(s) shall be shown on the face of the plat. See VMC [20.740.040\(~~C B~~\)\(2\)\(b\)](#) for exceptions.

a. The property owner shall place the subject critical areas and buffers in one or more nondevelopable tracts except when:

1. Creation of a nonbuildable tract would result in violation of minimum lot depth standards; or

2. The responsible official determines a tract is impractical.

b. When an exception in VMC [20.740.040\(~~C B~~\)\(2\)\(a\)](#) applies, residential lots may extend into the critical area(s) or buffer(s) provided:

1. The location of the outer perimeter of the critical area(s) and buffer(s) are marked in the field and approved by the Planning Official prior to the commencement of permitted activities and maintained throughout the duration of the permit.

2. A permanent physical demarcation along the outer/upland boundary of the critical area buffer(s) is installed and thereafter maintained. Such demarcation may consist of fencing, hedging or other prominent physical marking that allows wildlife passage, blends with the critical area environment, and is approved by the Planning Official.

3. Permanent signs are posted at an interval of one per lot for single family residential uses or at a maximum interval of 200', or as otherwise determined by the Planning Official, and must be perpetually maintained by the property owner. The sign shall be worded as follows or with alternative language approved by the Planning Official: "The area beyond this sign is a critical area or critical area buffer. Alteration or disturbance is prohibited by law. Please call the City of Vancouver for more information."

C ~~D~~ Financial Assurances.

1. When mitigation required pursuant to a development proposal is not completed prior to the city final permit approval, such as final plat approval or final building inspection, the city shall require the applicant to provide security in a form and amount deemed acceptable by the city. If the development proposal is subject to mitigation, the applicant shall provide security in a form and amount deemed acceptable by the city to ensure mitigation is fully functional (including but not limited to construction, maintenance, and monitoring).

2. The security shall be in the amount of 125% of the estimated cost of restoring the functions of the critical area that are at risk.

3. The security authorized by this section shall remain in effect until the city determines, in writing, that the standards for which the security is required for have been met. Bonds or other security shall be held by the city for a minimum of five (5) years to ensure that the required mitigation has been fully implemented and demonstrated to function, and may be held for longer periods when necessary.

4. Depletion, failure, or collection of bond funds shall not discharge the obligation of an applicant or violator to complete required mitigation, maintenance, monitoring, or restoration.

5. Public development proposals shall be relieved from having to comply with the bonding requirements of this section if public funds have previously been committed in the project budget or capital improvement budget for mitigation, maintenance, monitoring, or restoration.

6. Failure to satisfy any critical area requirements established by law or condition including, but not limited to, the failure to provide a monitoring report within 30 days after it is due or comply with other provisions of an approved mitigation plan shall constitute a default, and the city may demand payment of any financial guarantees or require other action authorized by the city code or any other law.

7. Any funds recovered pursuant to this section shall be used to complete the required mitigation. Excess funds shall be returned to the applicant.

~~D-E.~~ 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.

~~E-F.~~ Reconsideration of planning official's determination. If, within five (5) days following the date of mailing of a Critical Areas Permit, new information relevant to the decision is made available, any party may request that the decision be reconsidered. If the new information is found to be substantial and relevant to the critical area review, the planning official may reopen the critical area review and make a new determination based on the revised report. The Critical Areas Permit shall not be considered final and subject to appeal until the decision on the request for reconsideration, if applied for, has been issued.

~~F-G.~~ 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 VMC 20.110.130.

~~G-H.~~ Programmatic Permits. The purpose of a programmatic permit is to provide for on-going, routine maintenance, operation, or repair activities on sites containing critical areas or buffers (1) so as not to impair an agency's or business's ability to operate effectively and efficiently; and (2) at the same time protect critical areas and buffers in accordance with this chapter.

1. In addition to the submittal requirements in VMC [20.740.050](#), applicants for a programmatic permit shall submit a proposed management plan. The management plan shall contain:

- a. A narrative explaining the need for the programmatic permit.
- b. A list of the on-going, routine, maintenance, operation, or repair activities that impact or potentially impact critical areas and buffers.
- c. A description of the potentially impacted critical area and buffer functions.
- d. Proposed measures and standards for avoiding impacts to critical area and buffer functions and where unavoidable, minimizing and mitigating those impacts to achieve no net loss of functions.
- e. A training program ensuring that all employees, contractors, and individuals under the supervision of the applicant who are involved in permitted activities understand and perform in accordance with the terms of the permit.

2. A programmatic permit may be approved for up to seven years. The permit duration may be tied to other permits or processes.

3. Every 2 years within 30 days of the anniversary of permit issuance for the duration of the permit, the applicant shall submit a report to the Planning Official summarizing activities undertaken under the programmatic permit including any issues to be resolved. The report shall also document the training provided in accordance with VMC Section [20.740.040\(HG\)\(1\)\(e\)](#).

4. The applicant or the City may initiate an amendment to the programmatic permit to respond to permit performance issues. An amendment shall be considered through a Type 1 process following a pre-application conference.

5. An application for reauthorization of a programmatic permit shall be submitted at least 90 days prior to the date the current permit expires. Programmatic permits may be reauthorized through a Type 1 process following

a required pre-application conference. Permit standards and conditions may be modified to conform to the current codes, policies, and standards or based on past performance. Where the review of the reauthorization application will extend beyond the expiration date of the current programmatic permit, the Planning Official may extend the duration of the current permit for 30 days at a time, not to exceed 180 days.

H+ Trees, grasses, and brush in a critical area or buffer may be pruned or removed to create fire-defensible space around a structure (see VMC ~~20.740.040(BA)(+2)(f)~~) when one or more of the criteria in VMC ~~20.740.030(B)(1)(g)(1)(a-f)~~ is met. When creating fire-defensible space is permitted, the following standards shall apply:

1. Grasses and underbrush shall be maintained between 8" and 12" in height.
2. Trees may be pruned, limbed-up, or removed. Topping trees is prohibited.
3. Removal of vegetation in a landslide hazard area is prohibited during the wet season (November 1st to May 1st). The area must be immediately replanted to ensure soil stability. The property owner shall maintain the newly planted vegetation to ensure its survival.
4. Any debris from vegetation removal shall be disposed of promptly and properly.
5. Required replantings shall be of native, fire-resistant species. A list of native, fire-resistant species is available from the Planning Official.

I+ Development may be permitted on a site containing a critical area(s) or buffer(s) which may also be subject to state or federal permits prior to all necessary state or federal permits being obtained when all of the following criteria are met:

1. A phased master plan is submitted under VMC ~~20.260~~ or .268 as appropriate, demonstrating:
 - a. how the maximum critical area(s) and maximum buffer(s) will be clearly avoided (~~VMC 20.740.030(B)(2)(e)(1-3)~~) until all local, state, or federal permits are obtained;
 - b. how each phase could be permitted as an individual project not relying on development of any other phases in any way;
 - c. how each phase could be developed regardless of whether any or all of the pending state or federal permits are ever obtained;
 - d. no net loss of critical area functions for each phase and for the project as a whole, regardless of whether any or all of the pending state or federal permits are ever obtained.
2. Development is permitted only in the area that clearly avoids (VMC 20.740.030(B)(2)(f)(1)(a)) the maximum critical area(s) and buffer(s).

20.740.140 Wetlands.

{Minor Change to table to be consistent with recent change in state law}.

Table 20.740.140-2. RATING SYSTEM

Level of Function	Habitat Score in Rating System
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Level of Function	Habitat Score in Rating System
High	8 – 9
Moderate	5–7 <u>6-7</u>
Low	3–4 <u>3-5</u>

Q. VMC 20.790.630, which was adopted by Ordinance M-3643, and last amended by Ordinance M-4034, is amended as follows:

20.790.630.G2

2. The City incorporates by reference the policies in the cited City codes, ordinances, resolutions and plans, and all amendments to them in effect prior to the date of fully-complete application of any building permit or preliminary plat, or prior to issuance of a DNS or DEIS for any other action:

~~ooo. 20.870 VMC, Human Service Facilities,~~

R. VMC 20.890.070, which was adopted by Ordinance M-3643, and last amended by Ordinance M-4147, is amended as follows:

20.890.070.C 4. A report from a qualified licensed engineer documenting:

- a. The anticipated capacity of the support structure, including the number and types of antennae which can be accommodated; at a minimum, the structure must be designed to accommodate at least two wireless antennae installations.
- b. A projection of the wireless communication facilities within the coverage area of the facility proposed, that can be reasonably anticipated to be sited during the next five years.
- c. A summary of findings that support the need for the facility at the location proposed.
- d. The facility complies with all applicable standards of the FAA and FCC, including RF energy standard.

S. VMC 20.915.060, which was adopted by Ordinance M-3643, and last amended by Ordinance M-4223, is amended as follows:

Table 20.915.060-1

Table 20.915.060-1 School District Impact Fees		
School District	Single-Family	Multi-Family
Battle Ground	\$6,397	\$2,285
Camas	\$5,371	\$5,371
Evergreen	\$6,100 <u>\$6,432</u>	\$7,641 <u>\$3,753</u>
Vancouver	\$2,880.75	\$2,381.93

- T. VMC 20.945, which was adopted by Ordinance M-3643, and last amended by Ordinance M-4255, is amended as follows:**

20.945.040.D. *Location. Parking spaces shall not be permitted in any setback except as otherwise specified in this title. For single-family and duplex dwellings, vehicle, vessel, recreational vehicle trailer parking is permitted in the front yard setback provided it is: located on a legally established driveway; located out of sight triangles as per [20.895](#) VMC; does not extend into City right-of-way; and is currently licensed and registered. Parking of motor homes, trailers recreational vehicles and boats is allowed in one side or rear setback on an impervious surface and served by a paved driveway. Such parking must be screened from ~~the street and~~ adjoining properties by a 6' sight obscuring fence or hedge.*

Table 20.945.070-2. Minimum Off-Street Vehicle Parking Requirements

Use	Minimum
Multi-Dwelling Units	1.5/DU ^d

4 Requirements for multi-family dwelling units are reduced in the following circumstances:

- 0.75 spaces per units which are affordable to households whose adjusted income is at or below fifty percent of the median household income adjusted for household size in Clark County as reported by the U.S department of Housing and Urban Development. One unit per on-site employee shall also be provided.*
- No parking shall be required for units specifically dedicated for seniors or persons with disabilities. One unit per on-site employee shall be provided.*
- Applications using these provisions shall include a covenant or guarantee that units subject to the above parking standards be maintained for at least 30 years.*
- ~~Senior multi-family housing projects shall provide on-site parking at a minimum rate of one space per dwelling unit.~~*

- U. VMC 20.960.320, which was adopted by Ordinance M-3643, is amended as follows:**

~~20.960.320~~ — ~~Structural and Material Requirements.~~

~~All existing legally erected signs which are rendered nonconforming by the adoption of this Chapter must comply with structural and material Code requirements of the Uniform Sign Code and the City Adopted Building Code at the time of any replacement, an alteration, or modification over and above routine maintenance (Ord. M-3643, 2004)~~

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged 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 and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 5. Effective Date. This ordinance shall go into effect 30 days after adoption.

Section 6. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Council Members

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2019

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 49

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending text of Vancouver Comprehensive Plan Appendix E, and Vancouver Municipal Code 20.150, 20.225, 20.245, 20.270, 20.290, 20.320, 20.330, 20.410, 20.420, 20.430, 20.440, 20.450, 20.630, 20.680, 20.700, 20.730, 20.740, 20.790, 20.890, 20.945, 20.960; providing for severability; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Self-Storage Temporary Moratorium

VANCOUVER
CITY HALL



December 2, 2019

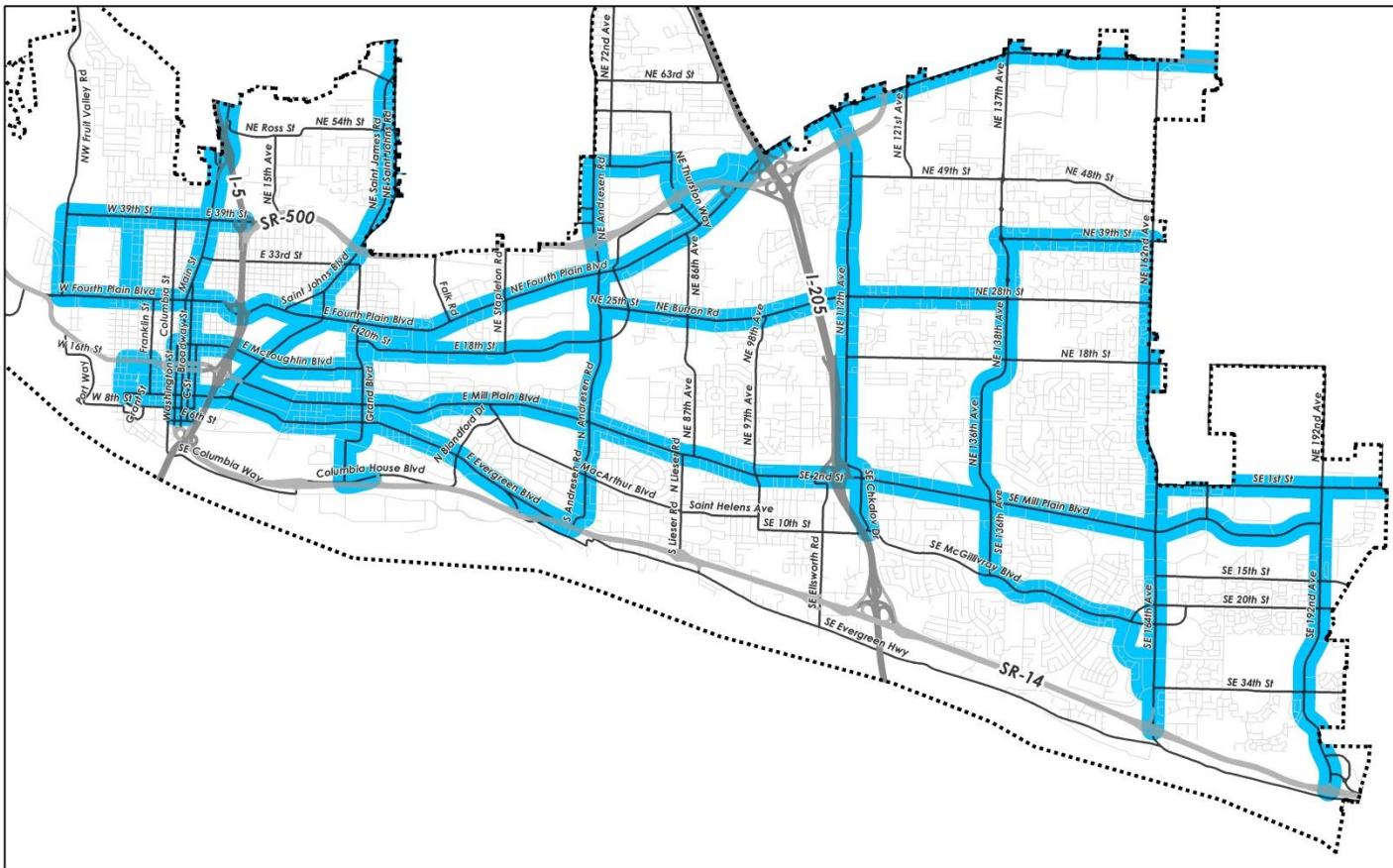
City Council Public Hearing

Bryan Snodgrass, Principal Planner, and
Cayla Cothron, Associate Planner, Community
& Economic Development Department

Prior Council Review

- Council reviewed proposed new zoning standards for self-storage and other related code amendments at the November 18 public hearing:
 - Ordinance prohibiting new self-storage development within 500-feet of identified major corridors
 - General requirements for the design and development of new self-storage facilities outside of the prohibited area
 - Allowing existing businesses in corridors to expand within properties currently being used for self-storage
- No public testimony

Proposed Major Corridors Figure Map



Questions

- **Bryan Snodgrass**, Community & Economic Development
bryan.snodgrass@cityofvancouver.us
- **Cayla Cothron**, Community & Economic Development
cayla.cothron@cityofvancouver.us



Staff Report 162A-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/2/2019
12/2/2019

SUBJECT Proposed New Zoning Standards for Self-Service Storage Facilities

Key Points

- A temporary moratorium on new or expanded storage facilities was adopted in December 2018 in response to recent applications potentially undermining City Strategic and Comprehensive Plan goals for development of vibrant 20-minute neighborhoods, commercial districts and corridors, efficient use of employment land, and job creation.
- Recommended new standards were developed following staff research of industry trends and other regulatory approaches, a stakeholder open house and ongoing outreach, and workshops before the City Council on September 9 and the Planning Commission on September 10, September 24, and October 8. The full staff report for the October 8 Planning Commission public hearing can be reviewed [here](#).
- Self-storage is recommended to continue to be permitted in zoning districts where it is currently allowed but only outside of major corridors and subject to some additional standards.
- The Planning Commission unanimously recommended approval of these standards, with a request to clarify the requirement for interior access to storage units. Two written public comments were received prior to the October 8 public hearing, and testimony was provided by three individuals at the hearing.
- On November 18, 2019, City Council requested amendment of the map to include 39th Street from Fruit Valley Road to I-5; remove SR-14; include the full extent of Fourth Plain Boulevard; include Mill Plain Boulevard to SE 192nd Avenue; and include the NE 112th Avenue-Chkalov corridor south to SE McGillivray Boulevard. . Further, to avoid a lapse between the expiration of the moratorium and effective date of the ordinance, Council requested that Section 7 "Effective Date" be amended to take effect immediately upon passage.

Strategic Plan Alignment

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services - "20-minute neighborhoods."

Goal 8: Strengthen commercial, retail and community districts throughout the city.

Goal 9: Build the strongest, most resilient economy in the region.

Goal 9, Objective 9.1: Create infrastructure and policies that support job creation.

Present Situation

Self-storage is recommended to continue to be permitted in zoning districts where it is currently allowed (General Commercial, Community Commercial, Office Campus Industrial, and Light Industrial), but subject to the following:

- Prohibit new storage uses on properties located in whole or part within 500 feet of major corridors as identified in the map.
- Allow existing self-storage businesses to expand or construct new buildings within parcels currently being used for self-storage if they are rendered nonconforming by new code changes.
- Require new self-storage to be two or more stories with interior access to storage units only.
- Prohibit outdoor storage on the property.
- Prohibit activities not appropriate within storage units such as heavy industrial activity, storage of hazardous materials or animals, or conducting garage or estate sales.
- Require each floor above the ground floor facing a street to be at least 15% glass.
- Require at least 75% of any ground floor building wall facing a primary, minor, or collector arterial street to incorporate interest-creating features.
- Update VMC 20.160 Use Classifications to specify that self-storage does not include outdoor storage, and specifically include outdoor storage in the warehouse/freight movement use category instead; prohibit tenants from using storage units for residential purposes; and state that the term mini-storage used in the code is meant to mean self-storage.
- Update use tables in VMC 20.430 Commercial and Mixed Use Districts and 20.440 Industrial Districts to add footnotes that reference the new self-storage standards.

Advantage(s)

The proposal would strengthen commercial districts and the overall economy while facilitating 20-minute neighborhoods, vibrancy along commercial corridors, efficient use of employment land, and encouraging streetfront interest.

Disadvantage(s)

Existing businesses near major corridors would become nonconforming, but could continue to operate with additional allowances to expand or construct new buildings within existing properties.

Budget Impact

No direct impacts.

Prior Council Review

- A City Council workshop on preliminary recommendations was held on September 9, 2019.

- A memorandum dated October 16 was provided to Council in lieu of a second workshop.
- First reading of ordinance on November 4, 2019. (Staff Report 162-19)
- Second reading and public hearing on November 18, 2019 (see Staff Report 162-19), with Council requesting changes of substance to the ordinance to revise the map and establish an immediate effective date.

Action Requested

On Monday, December 2, 2019, subject to an additional reading and public hearing, approve ordinance.

Bryan Snodgrass, Principal Planner, 487-7946; Cayla Cothron, Associate Long Range Planner, 487-7899

ATTACHMENTS:

- ▣ Ordinance

11/04/19
11/18/19
12/02/19

ORDINANCE NO. M_____

AN ORDINANCE of the City of Vancouver, Washington regarding self-service storage zoning standards; amending Vancouver Municipal Code (“VMC”) VMC 20.895 “Miscellaneous Special Use Standards”, VMC 20.160.020 “Listing of Use Classifications”, VMC 20.430.030 “Uses”, VMC 20.440.030 “Uses”; providing for severability; and establishing an effective date.

WHEREAS, on December 17, 2018, the City adopted Ordinance M-4259 which established a six month moratorium on the acceptance and processing of applications for permits for the development or expansion of self-service storage structures in the in the Community Commercial (CC), General Commercial (GC), Office Commercial Industrial (OCI) and Light Industrial (IL) zoning districts and

WHEREAS, on June 17, 2019, the City adopted Ordinance M-4269 which continued the temporary moratorium established by Ordinance M-4259 for an additional six months upon the acceptance and processing of applications for permits for the development or expansion of self-service storage structures in the Community Commercial (CC), General Commercial (GC), Office Commercial Industrial (OCI) and Light Industrial (IL) zoning districts as defined in Vancouver Municipal Code Title 20; and

WHEREAS, the City Council directed staff to bring forward an ordinance that would lift the temporary moratorium established by Ordinance 4259 and propose zoning standards for self-service storage facilities that are consistent with Strategic Plan and Comprehensive Plan goals and policies for development of 20-minute neighborhoods, vibrant commercial districts and corridors, efficient use of employment land, and job creation, and

WHEREAS, the Vancouver Planning Commission reviewed the proposed zoning standards and amendments at duly advertised work sessions on September 10, September 24, and October 8, 2019, and a duly advertised public hearing on October 8, 2019, and at that hearing, voted to recommend approval of the self-service storage zoning standards and amendments described herein for adoption to the City Council; and

WHEREAS, the City Council conducted a duly advertised public work session on September, 9 2019, a first reading of the proposed ordinance on November 4, and a public hearing on November 18, 2019, and a second public hearing on December 2, following which the Council agrees with the Planning Commission recommendations for approval; and

WHEREAS, the environmental impacts of the proposed self-service storage zoning standards and amendments have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. Notices of Determinations of Non-significance (DNS) were issued on October 2, 2019 for the proposed self-service storage zoning standards and amendments, and no SEPA comments or appeals were received; and

WHEREAS, the City Council finds and concludes that the proposed self-service storage standards and amendments are consistent with Comprehensive Plan policies EC-6, CD-2, CD-4, CD-6, and CD-8, Strategic Plan goals 6, 8, and 9 including objective 9.1, and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the October 8, 2019 public hearing, are hereby adopted as the City Council's findings of fact; and

ORDINANCE - 2

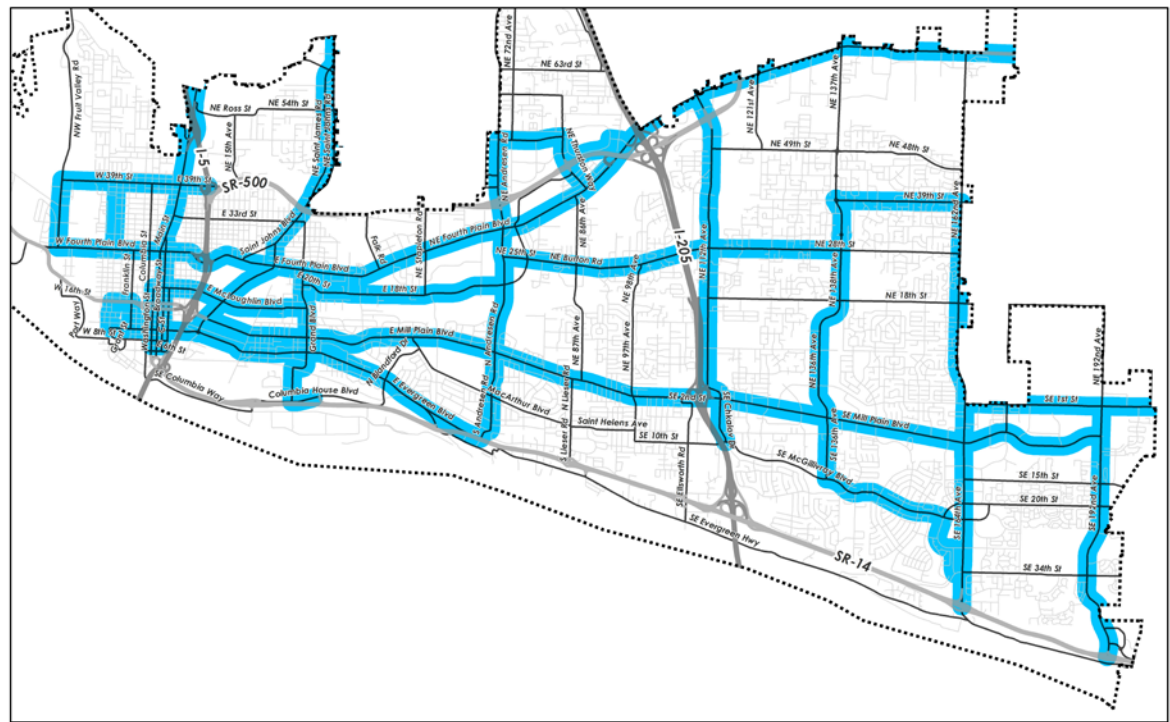
Section 2. Section 20.895 of the Vancouver Municipal Code entitled “Miscellaneous Special Use Standards” is hereby amended to add subsection 20.895.100 Self-Service Storage to read as follows:

20.895.100 Self-Service Storage.

A. Defined. The development standards of this section apply to any facility that falls within the use classification for Self-Service Storage, pursuant to VMC 20.160.020(C)(8).

B. General Requirements.

1. Self-service storage shall be prohibited on properties located in whole or part within 500-feet of major corridors, which is measured from the centerline of the street, as illustrated in Figure 20.895-1 contained herein. Map on file with department and available for search on individual site-specific parcels.



0 0.5 1 2 Miles



500-foot Buffer

Major Corridors Prohibiting Self-Service Storage within 500-feet

**FIGURE
20.895-1**
CITY OF
Vancouver
WASHINGTON

2. Self-service storage is permitted only within multi-story structures.
3. Self-storage units shall gain access from the interior of the building(s) or site. No unit doors may face the street.
4. Self-storage units shall not be used for:
 - a. Heavy manufacturing, fabrication, or processing of goods, service or repair of vehicles, engines, appliances or other electrical equipment, or any other heavy industrial activity.
 - b. Conducting garage or estate sales. This does not preclude auctions or sales for the disposition of abandoned or unclaimed property.

- c. Storage of flammable, perishable or hazardous materials or the keeping of animals.
- 5. Each floor above the ground floor of a self-storage facility building that is facing a street shall at a minimum be comprised of 15% glass.
- 6. At least 75% of the width of any new or reconstructed first-story building wall facing a principal, minor, or collector arterial street shall be devoted to interest-creating features, such as pedestrian entrances, reliefs, murals, landscaping, transparent show or display windows, or windows affording views into retail, office, or lobby space.
- 7. Outdoor storage is prohibited. All goods and property stored at a self-storage facility shall be stored in an enclosed building. No outdoor storage of boats, RVs, vehicles, or similar, or storage in outdoor storage pods or shipping containers is permitted.
- 8. Recognition of Existing Facilities. Existing self-service storage businesses are permitted to expand or construct new buildings within parcels being used for self-storage as of the date of adoption of this ordinance. The expansion or new construction shall be consistent with and meet all applicable standards of the zoning district as well as this section.

Section 3. Section 20.160.020 of the Vancouver Municipal Code entitled “List of Use Classifications” as last amended by Ordinances M-4254 and M-4255 on 12/3/2018 is hereby amended to read as follows:

20.160.020 Listing of Use Classifications

C. Commercial use types.

- 8. Self-Service Storage. Commercial operations that provide rental of storage space to

the public. The storage areas are designed to allow private access by the tenant for storing or removing personal property. These facilities do not include outdoor storage or moving and storage companies where there is no individual storage or where employees are primary movers of the goods to be stored (see subsection (D)(5) of this section, Warehouse/Freight Movement). No tenant may use a self-service storage facility for residential purposes. Self-service storage is synonymous with self-service storage facility and mini-storage.

Section 4. Table 20.430.030-1 entitled “Commercial and Mixed-Use Districts Use Table” within section 20.430.030 of the Vancouver Municipal Code entitled “Uses” as last amended by Ordinances M-4254 and M-4255 on 12/3/2018 is hereby amended to read as follows:

Table 2.430.030-1 Commercial and Mixed-Use Zoning Districts Use Table

USE	CN	CC	CG	CX	WX	CPX ¹	MX ²	RGX ⁴⁴
Self-Service Storage	X	P ^{3, 50}	P ⁵⁰	X	X		X	X

50 Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC 20.895.100.

Section 5. Table 20.440.030-1 entitled “Industrial Zoning Districts Use Table” within section 20.440.030 of the Vancouver Municipal Code entitled “Uses” as last amended by Ordinances M-4254 and M-4255 on 12/3/2018 is hereby amended to read as follows:

Table 2.440.030-1 Industrial Zoning Districts Use Table

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
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Self-Service Storage	P ³⁵	P ³⁵	X	X
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35 Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC 20.895.100.

Section 6. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged 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 and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 7. Effective Date. This ordinance shall go into effect immediately after adoption.

Section 8. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Council Members

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

ORDINANCE - 7

Absent: Councilmembers

SIGNED this _____ day of _____, 2019

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 8

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE of the City of Vancouver, Washington regarding self-service storage zoning standards; amending Vancouver Municipal Code (“VMC”) VMC 20.895 “Miscellaneous Special Use Standards”, VMC 20.160.020 “Listing of Use Classifications”, VMC 20.430.030 “Uses”, VMC 20.440.030 “Uses”; providing for severability; and establishing an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Evergreen and Grand Commercial Corridors Temporary Moratorium & Commercial Corridors Strategy Update

VANCOUVER
CITY HALL



December 2, 2019

City Council Public Hearing

**Bryan Snodgrass, Principal Planner, Community
& Economic Development Department**

Presentation Overview

1. Prior Council Action
2. Commercial Corridors Strategy Overview
3. Development Moratorium for Evergreen and Grand Commercial Corridors
4. Next Steps

Prior Council Action

- November 4, 2019: Council adopted ordinance M-4277 establishing an emergency six-month moratorium on acceptance and processing of applications for new or expanded development in the Evergreen and Grand commercial corridors
- December 2, 2019: Public Hearing and adoption of moratorium with additional findings of fact

Commercial Corridors Strategy

A community planning process intended to:

- Enhance existing commercial corridors
- Increase walkability and access to amenities and services
- Promote efficient and coordinated economic development
- Add housing at urban densities near transit lines

Commercial Corridors Study Areas

- Mill Plain Boulevard, from E Reserve St. to SE 192nd Ave.
- Fourth Plain Boulevard, from I-5 to NE 172nd Ave.
- Evergreen Boulevard, from E Reserve St. to Edward St.
- Grand Boulevard, from E 6th St. to E Mill Plain Blvd.
- St. Johns/St. James couplet, from Burnt Bridge Creek to NE 68th St.



Commercial Corridors Project Goals

MILL PLAIN AND FOURTH PLAIN

Longer, regionally-significant transit corridors with important employment and housing opportunities

- Require broader policy considerations to address allowed uses, densities, and multi-modal safety to allow increased access to employment and amenities
- An in-depth focus around existing or proposed Bus Rapid Transit stations

EVERGREEN, GRAND, & ST. JOHNS/ST. JAMES

Smaller, neighborhood-serving and locally-oriented corridors

- Evaluate for the types of uses that are allowed, pedestrian environment, building orientation in relationship to the street, and creating an environment where small businesses can thrive

Commercial Corridors Project Outcomes

A set of recommendations for policies, programs, and tools to achieve the long-term vision established for the corridors. Potential deliverable include:

- Development of general corridor design concepts
- Amendments and updates to zoning designations and standards related to allowed uses, building densities, building orientation in relationship to the street, and access and parking requirements
- Recommendations related to the location and density of housing
- Improvements to multi-modal transportation and access
- Placemaking recommendations to provide services and amenities to nearby residents

Commercial Corridors Strategy Timeline

- Winter 2019: Existing Conditions and Future Potential (*currently in progress*)
- Spring/Summer 2020: Identify Corridors Concepts
- Fall/Winter 2020: Develop and Prioritize Recommended Actions
- Winter 2020 and beyond: Implementation

Evergreen – Grand Commercial Corridors

- Fine-grained development patterns
- Smaller scale buildings oriented to the street
- Older commercial buildings and streetfront single-family homes which have the potential for redevelopment
- Surrounding single-family neighborhoods aligned along a grid system

Evergreen – Grand Current Situation

- Corridors present an opportunity to enhance existing 20-minute neighborhoods and an emerging small business district
- Evidence of recent local market interest in development and redevelopment in the area

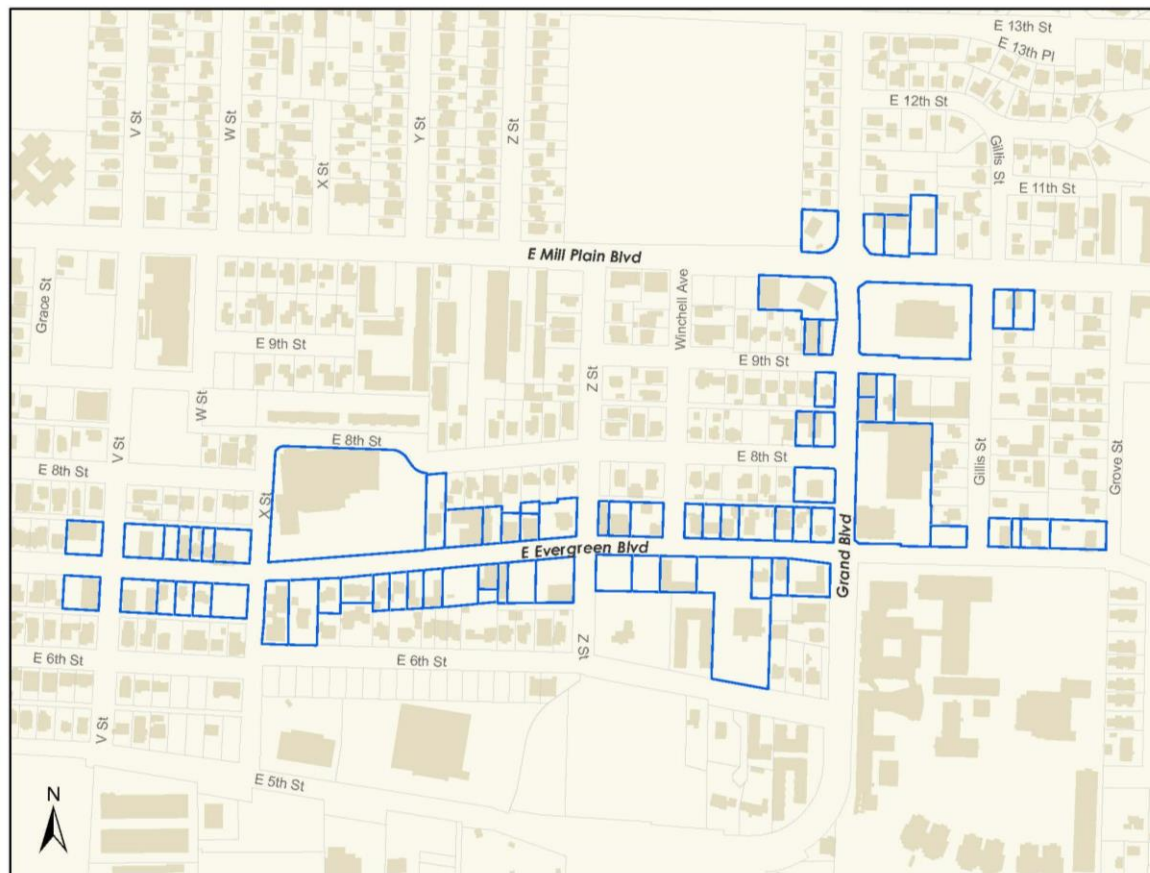


Evergreen – Grand Current Situation cont'd

- Current development regulations do not recognize the unique built environment of these corridors or promote development that would be consistent with strengthening neighborhood business districts



Development Moratorium Area



Evergreen – Grand Development Moratorium

The ordinance places a temporary six-month moratorium on the acceptance and process of applications for permits for the following:

- Development of new structures
- Expansion of existing structures
- Subdivisions



Evergreen – Grand Corridors Work Plan

2020 Q1	• Evaluate existing corridor conditions and future potential • Initiate local stakeholder outreach
2020 Q2	• Identify standards for appropriate land uses, building configuration and streetfront, parking, and access issues
2020 Q3	• Draft initial recommendations for regulatory standards, policies, programs, and planning tools
2020 Q4	• Planning Commission and City Council worksession and public hearing • Remove development moratorium

Evergreen – Grand Action Requested

- On December 2nd, 2019, approve the resolution adopting findings of fact in support of ordinance M-4277.

Council questions, testimony, deliberations

- **Bryan Snodgrass**, Community & Economic Development
bryan.snodgrass@cityofvancouver.us
- **Cayla Cothron**, Community & Economic Development
cayla.cothron@cityofvancouver.us



Staff Report 182-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/2/2019

SUBJECT Public Hearing on resolution in support of temporary moratorium on acceptance and processing of applications for permits for new or expanded developments, or subdivisions, generally located on Evergreen Boulevard from V Street to Grove Street, and Grand Boulevard from Evergreen to Mill Plain

Key Points

- State law allows adoption of temporary moratoria on particular uses for up to six months while studies are conducted related to such uses and how they should be regulated, provided a hearing on the moratorium is held within 60 days of original adoption.
- On November 4, 2019, the City Council adopted ordinance M-4277 establishing an emergency six-month moratorium on developments in the subject area. Adoption of the moratorium ensures future development in the subject area aligns with the vision to be articulated through the Commercial Corridors Strategy, to be completed in 2020.
- The Evergreen and Grand commercial corridors represent a significant opportunity to enhance an emerging neighborhood business district; existing development regulations do not recognize its unique built environment or promote improvement and enhancement of the area consistent with City of Vancouver Strategic Plan goals for strengthening neighborhood business districts.
- The Commercial Corridor Strategy was initiated in 2019 to enhance existing corridors, increase walkability and access to amenities and services, promote efficient and coordinated economic development, and add housing at urban densities near transit lines. Study corridors include Evergreen and Grand Boulevard, as well as St. Johns/St. James, Fourth Plain Boulevard, and Mill Plain Boulevard
- Specific properties impacted by the temporary moratorium are identified in the attached resolution and map. The moratorium does not prohibit continued review and processing of applications for new or expanded developments which were submitted prior to November 4, 2019, or future submittal of new permits for maintenance or other improvements to existing structures which do not expand them.

Strategic Plan Alignment

Goal 8: Strengthen commercial, retail and community districts throughout the city.

Present Situation

The moratorium prohibits the acceptance and processing of new applications for permits for new development or expansion of structures until May 4, 2020. The ordinance, including a likely six-month extension to November 4, 2020, provides time to complete an analysis and develop recommendations for appropriate land uses, building orientation, and other related streetfront, parking, and access considerations.

Evergreen/Grand Standards General Workplan

2020 Q1	• Evaluate existing corridor conditions and future potential • Initiate local stakeholder outreach
2020 Q2	• Identify standards for appropriate land uses, building configuration and streetfront, parking and access issues
2020 Q3	• Draft initial recommendations for regulatory standards, policies, programs, and planning tools
2020 Q4	• Planning Commission and City Council worksession and public hearing • Remove development moratorium

Advantage(s)

1. Allows the City time to develop analysis and recommendations for appropriate standards for new development in the subject area.
2. Allows time for associated public process, stakeholder outreach, and required environmental review.
3. Avoids applications for uses that could conflict with the achievement of the City of Vancouver long-range vision for economic development and corridor development as articulated in the Strategic Plan and Comprehensive Plan.

Disadvantage(s)

Prohibits the acceptance and processing of applications for permits for previously allowed new or expanded use in the subject area.

Budget Impact

Acceleration of the schedule for the Evergreen and Grand corridors, beyond what is planned for other corridors included in the Commercial Corridors study, will require additional professional services resources.

Prior Council Review

November 4, 2019, adoption of ordinance M-4277 adopting temporary moratorium.

Action Requested

On Monday, December 2, 2019, subject to public hearing, adopt a resolution making findings of fact in support of Ordinance M-4277.

Bryan Snodgrass, Principal Planner, 487-7946; Brent Boger, Assistant City Attorney, 487-8500

ATTACHMENTS:

- ▣ Resolution
- ▣ Ordinance M-4277
- ▣ Memo: Commercial Corridors Strategy and temporary development moratorium
- ▣ Presentation

12/2/2019

RESOLUTION NO. M-_____

A RESOLUTION making findings of fact in support of the adoption of Ordinance M-4277 declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the new development or expansion of existing buildings on the properties illustrated in Attachment A herein, generally located on Evergreen Boulevard from V Street to Grove Street, and Grand Boulevard from Evergreen to Mill Plain.

WHEREAS, on November 4, 2019 the City Council adopted Ordinance M-4277 without holding a public hearing; and

WHEREAS, pursuant to RCW 36.70A.390, when a city exercises its moratoria authority and adopts an interim land use regulation without a hearing it shall hold a hearing within 60 days to adopt findings of fact to justify its action; and

WHEREAS, the Council held a public hearing on December 2, 2019 and sets forth in this resolution its findings as follows.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. In 2019 the City initiated the Commercial Corridor Strategy to enhance existing corridors, increase walkability and access to amenities and services, promote efficient and coordinated economic development, and add housing at urban densities near transit lines. The Strategy focuses on Evergreen and Grand Boulevard, as well as St. Johns/St. James, Fourth Plain Boulevard, and Mill Plain Boulevard;

RESOLUTION - 1

Section 2. Vancouver Comprehensive Plan Policy CD-4, Urban Centers and Corridors, reads as follows:

CD-4 Urban centers and corridors

Achieve the full potential of existing and emerging urban activity centers and the corridors that connect them, by:

- (a) Promoting or reinforcing a unique identity or function for individual centers and corridors
- (b) Planning for a compact urban form with an appropriate mix of uses
- (c) Working with stakeholders to develop flexible standards to implement the vision for that center or corridor
- (d) Encouraging innovative, attractive private development that efficiently uses available land and resources
- (e) Establishing connectivity within each center and to other areas to provide accessibility
- (f) Providing a range of transportation options
- (g) Investing in public facilities and amenities to enhance livability

Section 3. The portions of Evergreen and Grand Boulevards subject to this resolution include numerous older single story commercial buildings, and older single family homes on commercially zoned land that is susceptible to redevelopment.

Section 4. Recent sales activity and development proposals within and near the portions of Evergreen and Grand Boulevards subject to this resolution suggest increasing development potential.

Section 14. The City intends to complete the Commercial Corridors Strategy in 2020.

Section 15. The City finds that in order to preserve the ability to prepare a plan for the Commercial Corridor Study with the widest range of choices and alternatives for future development, it is necessary to temporarily restrict new development, expansion of existing uses, and subdivisions within the portions of Evergreen and Grand Boulevards subject to this resolution.

RESOLUTION - 2

Section 16. Without a temporary moratorium the City could, in the near future, receive applications for development that would conflict with the achievement of the long-range vision for these areas that will be defined by in the commercial corridor study.

Section 17. The enactment of Ordinance M-4277 constituted an emergency, due to potential land use impacts that may result from continued development without adequate standards to implement future visions.

Section 18. A temporary moratorium as proposed herein will allow the City additional time to research and develop standards for the development for the portions of Evergreen and Grand Boulevards subject to this resolution, implement additional new regulation elements, and amend existing zoning ordinances if necessary.

Section 19. A temporary moratorium will enable the City to hold public hearings and maximize public input in the development of standards without jeopardizing any possible land use options that may be precluded by unrestricted development.

Section 20. the City Council believes that the adoption of a temporary moratorium promotes the public health, safety, and general welfare and convenience of the people of Vancouver, and will encourage the most desirable and productive use of land and properties.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of _____, 2019.

Anne McEnery-Ogle, Mayor

RESOLUTION - 3

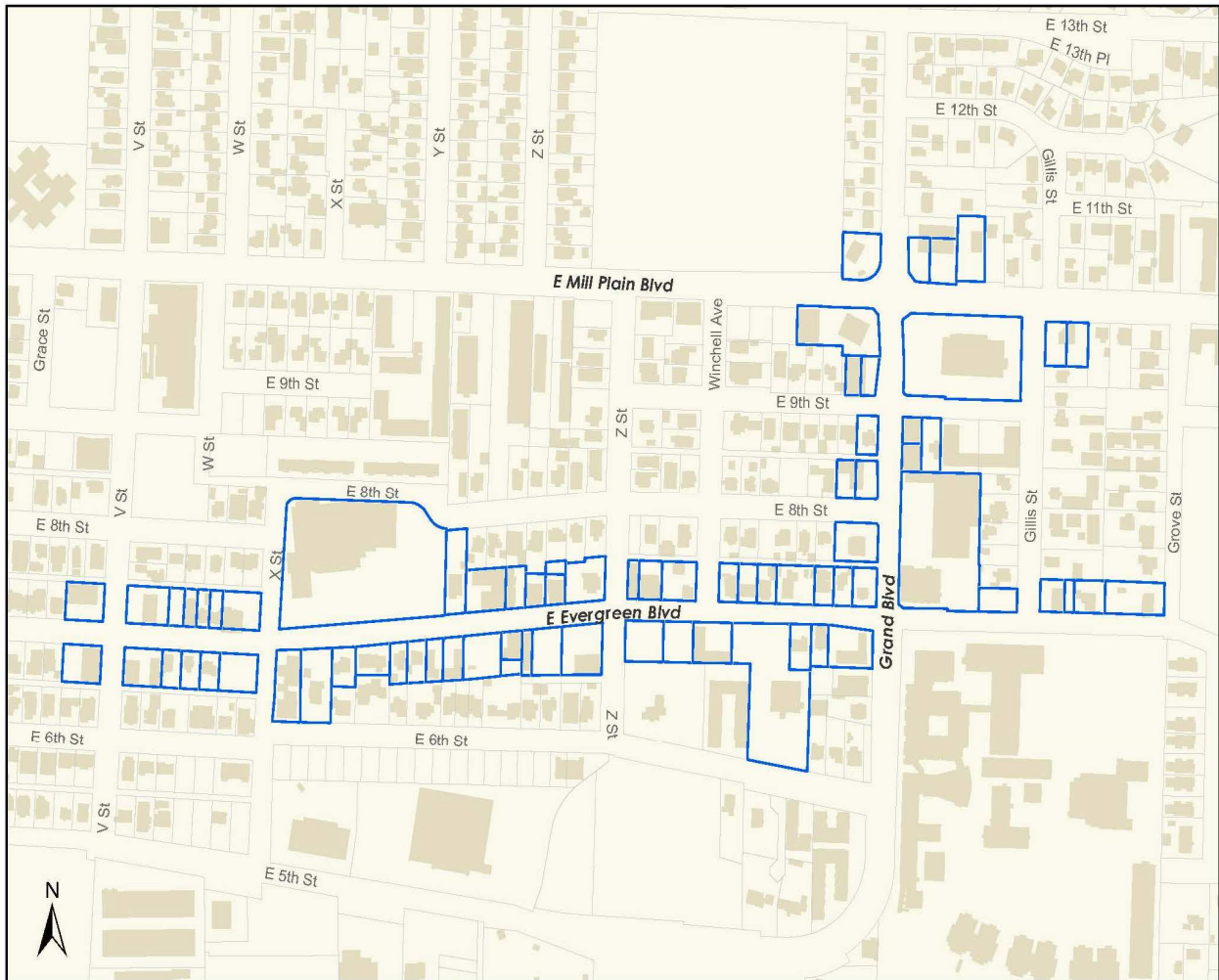
Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 4



Map of Properties Subject to the Temporary Moratorium

RESOLUTION - 5

11/4/2019

ORDINANCE NO. M-4277

AN ORDINANCE declaring an emergency and adopting a six-month temporary moratorium upon the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Evergreen and Grand Commercial Corridors as defined herein; establishing six months as the tentative effective period of this ordinance; and establishing an immediate effective date.

WHEREAS, the City of Vancouver has the authority to adopt temporary moratoria pursuant to RCW 36.70A.390 and 35.63.200; and

WHEREAS, the City is developing a commercial corridors strategy to make better use of the unique resources that Vancouver's major corridors offer; and

WHEREAS, the City Council finds that in order to preserve the ability to prepare this strategy, which includes the Evergreen and Grand commercial corridors, with the widest range of choices and alternatives for future development, it is necessary to temporarily restrict development of new structures; the expansion of existing structures; and subdivisions within the Evergreen and Grand commercial corridors until the strategy is completed; and

WHEREAS, without a temporary moratorium the City could, in the near future, receive applications for development that would conflict with the achievement of the long-range vision for this area that will be defined by the commercial corridors strategy that is currently underway; and

WHEREAS, the enactment of this ordinance constitutes an emergency, due to potential land use impacts that may result from continued development in the Evergreen and Grand commercial corridors without the implementation of the strategy; and

WHEREAS, current land use regulations in this area do not adequately address long-term planning strategies, or aesthetic congruity with the community; and

WHEREAS, a temporary moratorium as proposed herein will allow the City additional time to research and develop a development strategy for the area, implement additional new regulation elements, and amend existing zoning ordinances if necessary; and

WHEREAS, a temporary moratorium will enable the City to hold public hearings and maximize public input in the development of the new regulations in the project area without jeopardizing any possible land use options that may be precluded by unrestricted development; and

WHEREAS, the City Council believes that a temporary moratorium promotes the public health, safety, and general welfare and convenience of the people of Vancouver, and will encourage the most desirable and productive use of land and properties in the Evergreen and Grand commercial corridors area; and

WHEREAS, a public hearing on this ordinance establishing a temporary moratorium will be held within 60 days of the adoption of this ordinance.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The recitals to this ordinance are incorporated herein.

Section 2. Temporary Moratorium. As authorized by RCW 36.70A.390 and RCW 35.63.200, the City Council hereby adopts a temporary moratorium on the acceptance,

processing, and granting of applications for permits for the development of new structures; the expansion of existing structures; and subdivisions within the Evergreen and Grand commercial corridors as identified in the map at Exhibit A and the list of parcels at Exhibit B attached hereto.

Section 3. Exemptions. The moratorium established in Section 2 of this ordinance shall not apply to permits required for upkeep, repair, or maintenance of existing buildings or properties, or work mandated by the City to maintain public health and safety.

Section 4. Duration. This moratorium shall be in effect for six months following the effective date of this ordinance.

Section 5. Vested Rights. The moratorium created by this ordinance does not apply to properties with vested rights existing on November 4, 2019, the date of adoption of this moratorium ordinance. "Vested Rights" shall be defined in accordance with VMC 20.210.110.

Section 6. Effective date. The City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

Ayes: Councilmembers Paulsen, Lebowsky, Glover, Stober, Turlay, Hansen, Mayor McEnerny-Ogle
 Nays: Councilmembers None
 Absent: Councilmembers None

SIGNED this 4th day of November, 2019.

DocuSigned by:

Anne McEnery-Ogle

58CB15C0632F403...

Anne McEnery-Ogle, Mayor

Attest:

DocuSigned by:

Natasha Ramras

BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

J. Young

9A7DC2E31F694A2...

Jonathan Young, Acting City Attorney

ORDINANCE - 4

SUMMARY

ORDINANCE NO. M-4277

AN ORDINANCE declaring an emergency and adopting a six-month temporary moratorium upon the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Evergreen and Grand commercial corridors as defined herein; establishing six months as the tentative effective period of this ordinance; and establishing an immediate effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

EXHIBIT A: PROPERTIES SUBJECT TO DEVELOPMENT MORATORIUM

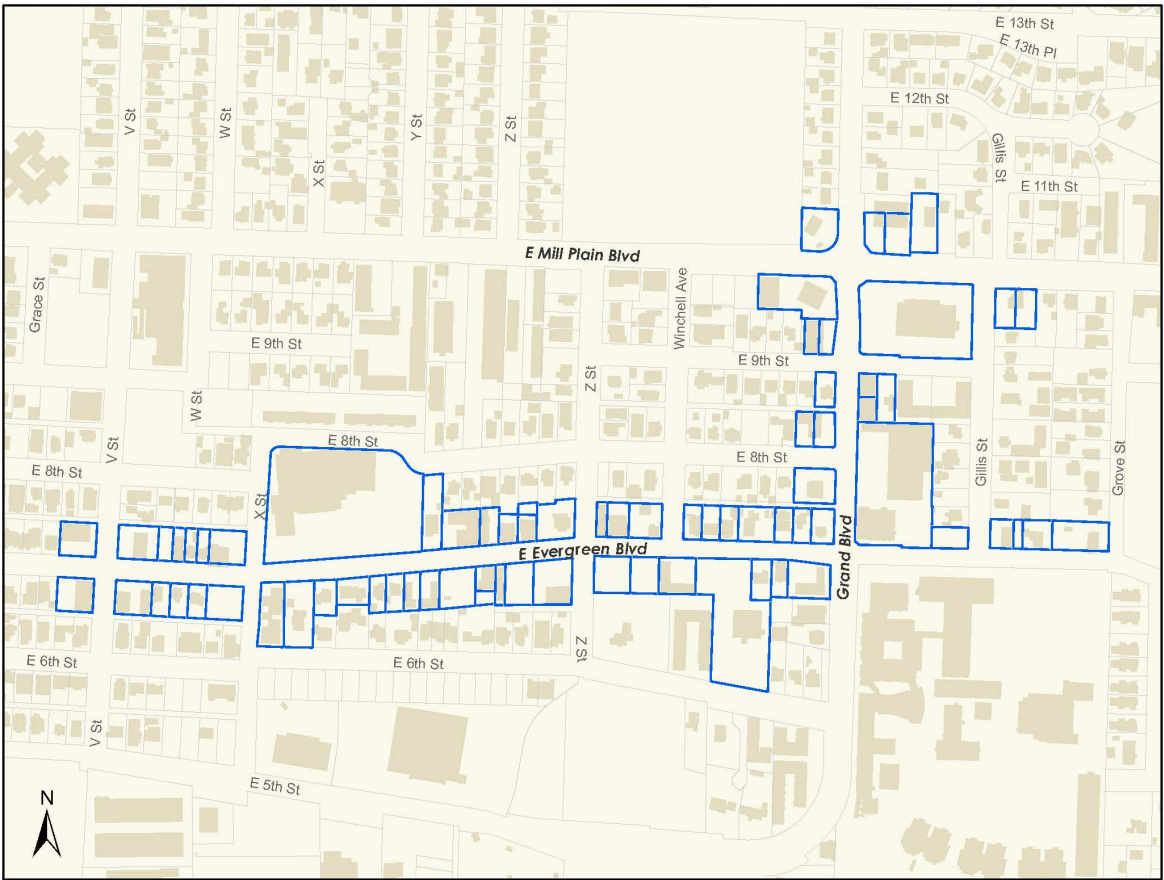


EXHIBIT B: PARCEL NUMBERS OF PROPERTIES SUBJECT TO DEVELOPMENT MORATORIUM

Property Identification Numbers (PIDs) for Properties Subject to Temporary Moratorium

37304080	30879000	30934000
37220000	30908000	31054000
34235030	30945000	34360000
34235040	33370000	30959000
31022000	33130000	30960000
30900000	33410000	34291000
30953000	33400000	34370000
33870000	33390000	33120000
33940000	33380000	33122000
33950000	33250000	30975000
33850000	30971000	33125000
30897000	30918000	30948000
30877000	30989000	33110000
33905000	30917000	33100000
33860000	34396000	33960000
33920000	31044000	31017000
31058000	31050000	37303950
30954000	34390000	30947000
33900000	34380000	30991000
34070000	33240000	986049823
33910000	34375000	37304070
33930000	34355000	30931000
30881000	34340000	34090000
30873000	34330000	34080000
30907000	30869000	30872000

DATE: November 15, 2019

TO: Mayor and City Council

FROM: Bryan Snodgrass, Principal Planner, Community and Economic Development Department

RE: Memorandum for the December 2 public hearing on the Commercial Corridors Strategy and temporary moratorium on development for the Evergreen and Grand commercial corridors

CC: Eric Holmes, City Manager

The City is currently undertaking the Commercial Corridor Strategy, a community planning process intended to enhance existing commercial corridors, increase walkability and access to amenities and services, promote efficient and coordinated economic development, and add housing at urban densities near transit lines. Five corridors are included in the scope of the project:

- Mill Plain Boulevard, from East Reserve Street to SE 192nd Avenue
- Fourth Plain Boulevard, from I-5 to NE 172nd Avenue
- Evergreen Boulevard, from East Reserve Street to Edward Street
- Grand Boulevard, from East 6th Street to East Mill Plain Boulevard
- St. Johns/St. James couplet, from Burnt Bridge Creek to NE 68th Street



Map of Commercial Corridors Strategy Study Corridors

Mill Plain and Fourth Plain are longer regionally-significant transit corridors that include important employment opportunities as well as housing. These corridors will require broader policy considerations to address allowed uses and densities and multi-modal safety to allow increased access to employment and amenities, as well as a more in-depth focus around existing or proposed Bus Rapid Transit (BRT) stations. Evergreen, Grand, and St. Johns/St. James are smaller, neighborhood-serving corridors. For these locally-oriented corridors, the project will evaluate types of uses that are allowed, the pedestrian environment, building orientation in relationship to the street, and creating an environment where small businesses can thrive.

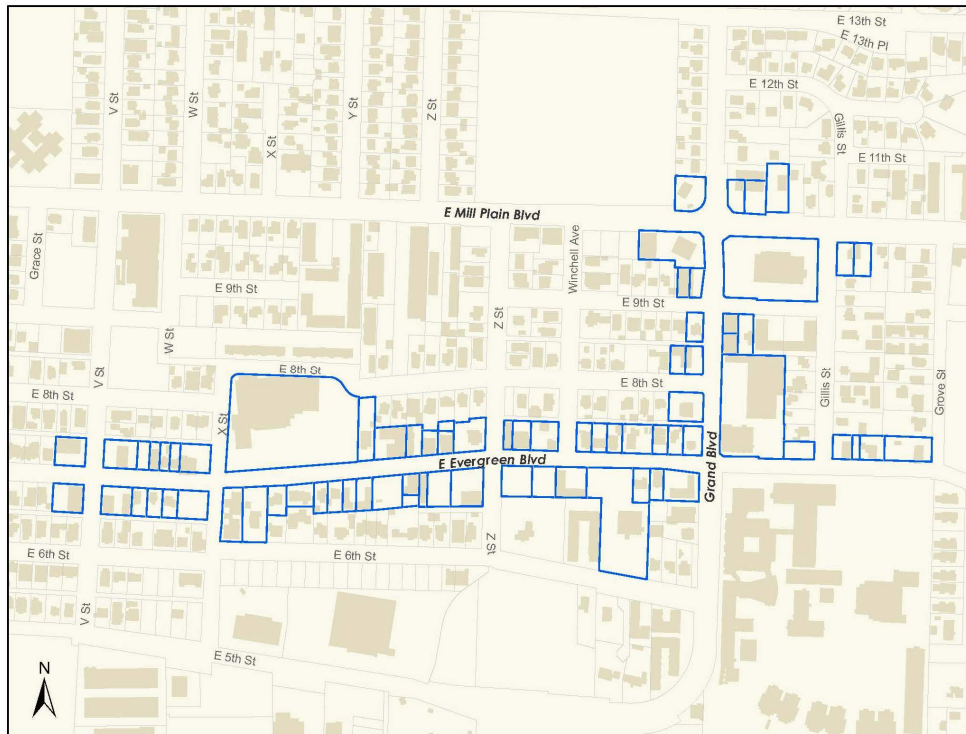
Staff initiated the Commercial Corridors Strategy in 2019, and anticipate the planning process and associated implementation actions will take approximately 18-months to complete. Major stages of the project include researching and analyzing existing corridor conditions and future potential, identifying corridor concepts, developing and prioritizing recommended actions, and implementation.

- Existing Conditions and Future Potential – Winter 2019 (*currently in progress*)
- Identify Corridors Concepts – Spring/Summer 2020
- Develop and Prioritize Recommended Actions – Fall/Winter 2020
- Implementation – Winter 2020 and beyond

This project will result in a set of recommendations for policies, programs, and tools to achieve the long-term vision established for the corridors. This could include amendments and updates to zoning designations and standards related to allowed uses, building densities, building orientation in relationships to the street, and parking requirements; recommendations related to the location and density of housing; improvements to multi-modal transportation and access, and placemaking recommendations to provide services and amenities to nearby residents.

Since the initiation of the Commercial Corridors Strategy, there has been evidence of local market interest in development and redevelopment in the area along the Evergreen and Grand commercial corridors. These corridors are located within an older area that shares characteristics with the historic downtown, including a fine-grained development pattern, smaller scale buildings oriented to the street, and surrounding single family neighborhoods aligned along a grid system. Given this existing built environment, these corridors present a significant opportunity to enhance existing 20-minute neighborhoods and an emerging small business district. However, current city development regulations do not recognize the unique built environment of these corridors or promote improvement and enhancement consistent with City of Vancouver Strategic Plan goals for strengthening neighborhood business districts.

On November 4th, 2019, City Council enacted a six-month development moratorium for the Evergreen and Grand commercial corridors and adjacent properties to allow time for city staff to engage the community in creating a vision for the area, and enact development regulations consistent with this vision (see map below/Exhibit A in ordinance).



Map of Properties Subject to the Temporary Moratorium

Given the project timeline, an extension of the moratorium for an additional six months will be necessary to ensure that future development aligns with the vision to be determined through this process. Staff recognizes the impact of the development moratorium on property owners in the Evergreen and Grand commercial corridors, and has prepared a general workplan specifically for these corridors that expedites this portion of the Commercial Corridors Strategy process to limit the moratorium duration to the minimum amount of time possible.

Evergreen and Grand Standards General Workplan

2020 Q1	• Evaluate existing corridor conditions and future potential • Initiate local stakeholder outreach
2020 Q2	• Identify standards for appropriate land uses, building configuration and streetfront, parking, and access issues
2020 Q3	• Draft initial recommendations for regulatory standards, policies, programs, and planning tools
2020 Q4	• Planning Commission and City Council worksession and public hearing • Remove development moratorium

Staff has launched the project webpage and is currently working with the project team to complete the Existing Conditions Report and conclude the first stage of the planning process. The Existing Conditions Report will review all relevant city policies and regulations, assess the multimodal transportation network including parking conditions and traffic impacts (traffic volumes, turn lanes, curb cut driveways, etc.), and examine existing market conditions to identify key development and redevelopment opportunities, identify market capacity and readiness for housing and commercial development, and determine which corridors are destination-oriented vs. mobility-

oriented. In the coming months, staff will begin outreach efforts to neighborhood associations, businesses, property owners, residents, and service providers using a variety of methods such as community open houses, focus groups, online surveys, and targeted outreach to underrepresented populations. Notification about public input opportunities will be provided on the project webpage and through email updates to interested stakeholders. For more information on the Commercial Corridors Strategy, visit the [project webpage](#) or contact project manager Bryan Snodgrass at (360) 487-7946 or bryan.snodgrass@cityofvancouver.us.