

City Council Meeting Agenda April 7, 2025

In accordance with the Open Public Meetings Act (OPMA), the Vancouver City Council meeting will be open to in-person attendance. Options for viewing and/or participating in the meeting remotely will also be accommodated. The City Council will be attending this meeting in person.

All City Council workshops and meetings are broadcast ([live closed captioning available](#)), CVTV cable channels 23 / HD 323, and on the [City's Facebook page](#).

Public testimony will be accepted regarding any matter on the agenda below. Advance registration will be required.

Unless otherwise announced by the Presiding Officer, each speaker may testify once for up to three minutes under each public testimony opportunity below and will be asked to provide their name and city of residence for the record.

Testimony will be accepted in the following manner:

- **Written comments submitted in advance:** [Email comments to the City Council](#) until 12:00 p.m. April 7, 2025. Comments will be compiled and sent to the City Council and entered into the record.
- **In-person or remote testimony during the meeting:** Register in-person at City Hall. In-person registration is open until 6:30 p.m. on April 7, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on April 7, 2025.

Visit the [city's website](#) for more information and to register under Public Participation or call the City Manager's Office at (360) 487-8600.

Further instructions for accessing the virtual meeting (for remote testimony) will be provided upon registration.

Upon request, printouts of agenda materials will be provided, including large print.

Workshops: 5:00-6:00 p.m.

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

Comprehensive Plan Update (Approximately 1 hour)

Rebecca Kennedy, Deputy Community Development Director, Dominique Martinelli, Senior Planner, rebecca.kennedy@cityofvancouver.us, dominique.martinelli@cityofvancouver.us

Council Dinner / Administrative Updates (6:00 - 6:30 PM)

Regular Council Meeting

6:30 PM

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

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - March 17, 2025

Minutes - March 24, 2025

Proclamations

National Poetry Month

National Arbor Month

Community Communication

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

Consent Agenda

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

1. Contract Award - 2025 Rose Village Curb Ramps - Bid ITB 25-13

Staff Report: 056-25

Request: On Monday, April 7, 2025, award a construction contract for the 2025 Rose Village Curb Ramps Project to the lowest responsive and responsible bidder, and authorize the City Manager, or designee, to finalize and execute a contract with NW Construction General Contracting, Inc., Battle Ground, Washington at their bid price of \$698,505, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

2. Contract Amendment - 2024 Crack Sealing and Mastic Repairs Project - C-101637

Staff Report: 057-25

Request: On Monday, April 7, 2025, authorize the City Manager, or designee, to finalize and execute a contract amendment for the BCV Inc, of Wenatchee, Washington construction contract for the 2024 Crack Sealing and Mastic Repairs for one additional year for their adjusted bid price of \$432,950, which includes Washington State sales tax.

3. Contract Amendment - Tree Inventory Contract - C-101867

Staff Report: 058-25

Request: On Monday, April 7, 2025, authorize the City Manager or designee to execute an amendment increasing the authorized not-to-exceed amount of the contract with PlanIT Geo, Inc from \$300,000 to \$350,000 to fully apply all awarded grant funding.

Charles Ray, Urban Forester, charles.ray@cityofvancouver.us

4. Lease Amendment Number One between City of Vancouver and State of Washington, Washington State Patrol

Staff Report: 059-25

Request: On Monday, April 7, approve and authorize the City Manager, or designee, to execute Lease Amendment No. 1 between City of Vancouver and State of Washington, Washington State Patrol for property located at 1403 W. Kaufman Street.

Linda Carlson, Property Management Specialist, linda.carlson@cityofvancouver.us

5. Waterfront Gateway Affordable Parcel Purchase and Sale Agreement

Staff Report: 060-25

Request: On Monday, April 7, 2025, approve the City's conveyance of the Parcel pursuant to the Waterfront Gateway Land Disposition and Development Agreement ("Development Agreement") and through the Purchase and Sale Agreement ("PSA"). Authorize the City Manager, or designee, to issue and execute the PSA in substantially the form attached and execute all other documents and related agreements necessary to implement the PSA.

Chim Chune Ko, Principal Project Manager, ChimChune.Ko@cityofvancouver.us

6. Resolution to Designate Vancouver as a Bee City USA Affiliate

A RESOLUTION of the City of Vancouver Council designating Vancouver as a BEE CITY USA® affiliate.

Staff Report: 061-25

Request: On Monday, April 7, 2025, adopt a resolution to designate Vancouver as a Bee City USA affiliate.

Hailey Heath, Volunteer Coordinator 2, Hailey.Heath@cityofvancouver.us

7. Resolution to amend City Council Policy 100-06, Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Task Forces

A RESOLUTION relating to City Council policies and procedures for "Councilmember

Appointment to Boards and Commissions;” amending City Council Policy 100-06.

Staff Report: 062-25

Request: On Monday, April 7, 2025, adopt a resolution amending City Council Policy 100-06.

Lisa Brandl, Deputy City Manager, lisa.brandl@cityofvancouver.us

8. Vancouver Gateway Construction Sales Tax Deferral

A RESOLUTION of the City Council of the City of Vancouver approving an agreement between the City of Vancouver and West 6th VWG LLLP (Applicant) for a construction sales and use tax deferral for the development property located at 615 W 6th Street, Vancouver, WA 98660, Assessor’s tax parcel #49360000 (Property) further described through legal description in Exhibit A.

Staff Report: 063-25

Request: On Monday April 7, 2025, adopt the resolution granting a construction sales and use tax deferral for the Vancouver Waterfront Gateway affordable housing project.

Bryan Monroe, Associate Housing Project Coordinator,
bryan.monroe@cityofvancouver.us

9. Vancouver Waterfront Gateway Impact Fee Exemption Request

A RESOLUTION of the City Council of the City of Vancouver Washington approving a partial exemption of the collection of Traffic Impact Fees in the amount of \$72,390.76 and Park Impact Fees in the amount of \$319,656 for the Vancouver Waterfront Gateway low-income housing development.

Staff Report: 064-25

Request: On Monday April 7, 2025, adopt a resolution granting an 80% exemption to park and traffic impact fees for the Vancouver Waterfront Gateway affordable housing project.

Bryan Monroe, Associate Housing Project Coordinator,
bryan.monroe@cityofvancouver.us

10. Right-of-Way Vacation - NE 65th Street

A RESOLUTION fixing April 28, 2025, as the date for a public hearing on a proposal to vacate public right-of-way associated with NE 65th Street, located on the west side of NE 124th Avenue, north of NE Fourth Plain Boulevard, located within the Southeast Quarter of Section 10, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington.

AN ORDINANCE vacating the right-of-way associated with NE 65th Street, located on the west side of NE 124th Avenue, north of NE Fourth Plain Boulevard, located within the Southeast Quarter of Section 10, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington, described more particularly in Exhibit A; and providing for an

effective date.

Staff Report: 065-25

Request: On Monday, April 7, 2025, adopt a resolution of intent and advance an ordinance on first reading to vacate a portion of public right-of-way associated with NE 65th Street, located within the Southeast Quarter of Section 10, Township 2 North, Range 2 East, Willamette Meridian, setting the date of public hearing for April 28, 2025.

Ryan Lopossa, Streets and Transportation Manager, Eric Hahn, Senior Civil Engineer, ryan.lopossa@cityofvancouver.us, eric.hahn@cityofvancouver.us

11. Section 30 Development Code Changes

AN ORDINANCE amending chapter 20.690 Vancouver Municipal Code (VMC) to expand the land use development choices for Section 30 property owners that entered into pre-annexation development agreements (PADAs) with Clark County, which are now binding on the City of Vancouver (City); to provide clarity to other existing provisions; to provide for severability; and setting an effective date.

Staff Report: 066-25

Request: On Monday, April 7, 2025, advance the ordinance amending VMC 20.690 entitled "Section 30 Employment Center Plan District", setting the date for the second reading and public hearing for April 14, 2025.

Chad Eiken, Community Development Director, Chim Chune Ko, Principal Project Manager, chad.eiken@cityofvancouver.us, ChimChune.Ko@cityofvancouver.us

12. Culture, Arts and Heritage Commission Appointment

Request: On Monday, Monday, April 7, 2025, appoint Michelle Tan and Shon-Lueiss Harris to midterm positions on the Culture, Arts and Heritage Commissions, with a term beginning immediately, and expiring December 31, 2025.

Subcommittee 2

13. Parking Advisory Committee Appointment

Request: On Monday, Monday, April 7, 2025, reappoint Jonathan Wheeler, Jason Cromer and Garret Ginter to full-term positions on the Parking Advisory Committee, with a term beginning April 19, 2025, and expiring April 18, 2029.

Subcommittee 1

14. Transportation and Mobility Commission Appointment

Request: On Monday, Monday, April 7, 2025, appoint Melanie Katz to a midterm position on the Transportation and Mobility Commission, with a term beginning April 7th, and expiring December 31, 2026.

Subcommittee 1

15. Approval of Claim Vouchers

Request: Approve claim vouchers for April 7, 2025.

Communications

- A. From the Council**
- B. From the Mayor**
- C. From the City Manager**

Adjournment

City Hall is served by C-TRAN. Route information and schedules are available online at www.c-tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

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Comprehensive Plan – Goals & Policies City Council Workshop

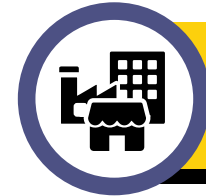
Rebecca Kennedy (she/her), Deputy Director, Community Development
Domenique Martinelli (she/her), Senior Planner, Community Development

April 7, 2025

Introduction

Agenda

- ➔ Organization, process, philosophy
- ➔ Review of initial goals and policies
- ➔ Review next steps / discussion



Land Use and Development



Climate and Environment



Housing



Economic Opportunity



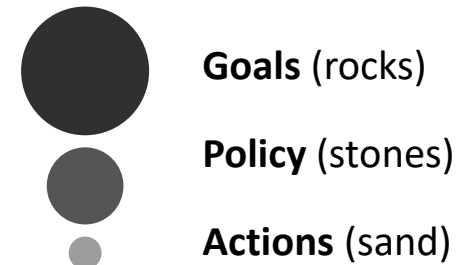
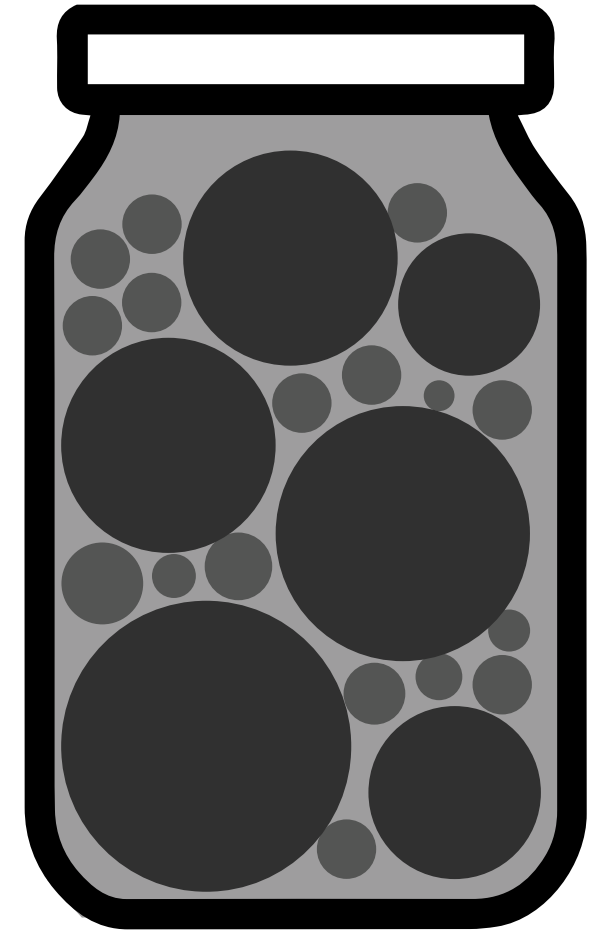
Plan Organization

- **Plan Vision Statement** – Overarching vision statement for the plan effort that guides the direction of the plan. What will Vancouver *be* like in 2045?
- **Chapter** – Broad categories by which we organize the comprehensive plan and its overall direction.
- **Chapter Vision Statement** – Vision statement for individual chapters that set the stage for more detailed goals, policies, and actions. Only *one* statement per chapter.
- **Goal** – Desired outcome that the city aims to achieve. It represents a future condition of what we expect something to be. Each goal relates to only *one* chapter.
- **Policy** – Deliberate system of principles to guide decisions and achieve outcomes stated within the goals. A policy can relate to *many* chapters.
- **Action** – The specific action proposed to be taken to accomplish a policy. Includes capital investments, establishment of programs, best practices.



The Value of Goals and Policies

- Sets the overall direction for how we intend to achieve the outcomes desired for our community
- Guides the way we make land use decisions, including future Comp Plan / zone changes and other discretionary decisions
- Guides programmatic and capital investments decisions for all disciplines that impact the built environment
- Policies are often needed for grant funding purposes – need for guiding policy to be eligible for funds
- Sends signals to private market / guides investment in the community



General Philosophy

- **What's in the span of our control?** Policies reflect what we know we need to do, narrow in on what we can do, and eliminate what's outside our influence.
- **More concise and focused policy = achievable outcomes:** policies are written in normative, concise statements that are clear for everyone to understand (staff, council, the community). Limiting the number of goals and policies ensures we don't spread ourselves beyond what we can reasonably accomplish.
- **Metrics = accountability:** we need policies that can be measured to track progress and remain accountable to the community.



Goal: LU-1

Connected and Accessible Neighborhoods.

In **2045**, Vancouver residents will have the ability to walk, bike or roll to meaningful spaces, services and amenities within 15 minutes or less.

Connected and accessible neighborhoods are essential for building a vibrant, resilient, and healthy community. Designing a community where residents can walk, bike, or roll to essential services, and public spaces within a short distance contributes significantly to fostering social connection, reducing communitywide emissions through reduced car travel, and improving mental health outcomes. With growth in the downtown core, Vancouver has been making progress in bringing amenities closer to where people live, but more concentrated efforts will need to be made over the next 20 years. Many neighborhoods fin central downtown and east of I-205, still experience gaps in access.

The proposed policies and key action items focus on creating an interconnected street grid, enhancing active transportation options, and ensuring access to parks and diverse amenities. Key actions include designing layouts that minimize cul-de-sacs and improve connectivity, encouraging mixed-use developments for a broader range of housing and pedestrian-oriented commercial spaces. By prioritizing safe, accessible, and well-distributed public spaces, these initiatives help reduce travel distances, promote physical activity, and foster social connections. This approach also ensures equity, allowing every resident the chance to participate fully in community life and benefit from Vancouver's resources without having to own a private vehicle.



Associated Policies

- 10. Connected Street grid
- 11. Public Safety through Environmental Design
- 15. Pedestrian Oriented Building and Site Design.
- 17. Coordinated Development Strategy
- 18. Parks Access
- 22. Active Transportation

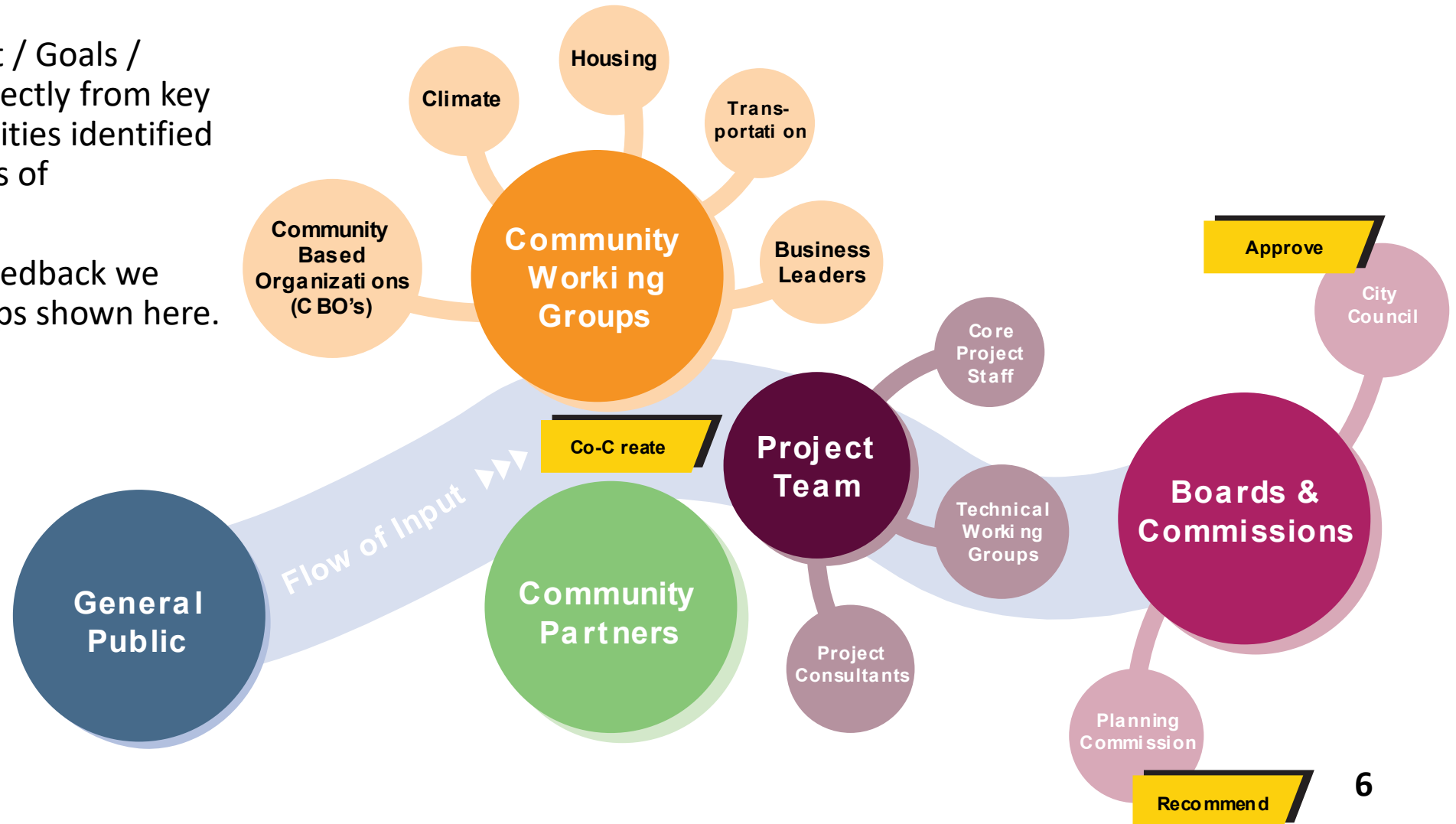


Key Actions

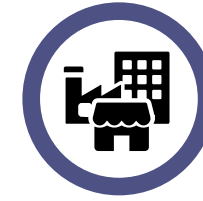
- 10.1 Plan and implement street layouts that create a connected grid, minimizing cul-de-sacs and ensuring multiple routes between key destinations. This enhances accessibility and reduces travel distances.
- 10.2 Upgrade existing streets and intersections to improve connectivity, including adding new streets or extending existing ones to close gaps in the grid.
- 15.1 Allow for mixed use development, a wide range of housing types, and an expanded range of pedestrian oriented commercial uses within all land use designations except industrial.
- 17.6 In exchange for redevelopment and district system support, require above-standard developments and systems in energy efficiency and production, stormwater, parking, waste management, and public realm.
- 18.1 Develop new parks in underserved areas and improve connectivity with pedestrian and bike paths. Ensure parks offer diverse amenities and are evenly distributed across the community.

Policy Development Process

- Vision Statement / Goals / Policies come directly from key community priorities identified over last 2+ years of engagement.
- Built off direct feedback we heard from groups shown here.



Draft Goals – Land Use



LU-1

Connected and Accessible Neighborhoods

LU-2

Built Environment Promotes Health

LU-3

Reduced Carbon in the Built Environment

LU-4

Efficient Use of Land

- *Currently 12 policies related to the Land Use Chapter*
- *Note that most policies relate to more than one chapter*



Draft Goals – Climate



CL-1

Resiliency and Climate Adaptation

CL-2

Increase Biodiversity and Enhance Natural Spaces

CL-3

Decrease Emissions

CL-4

Environmental Health

- *Currently 34 policies related to the Climate Chapter*



Draft Goals – Housing



H-1 **Housing Production**

H-2 **Diverse and Accessible Housing**

H-3 **Reduce Homelessness**

H-4 **Prevent Displacement**

H-5 **Access to Homeownership**

H-6 **Affordable Housing**

- *Currently 22 policies related to the Housing Chapter*



Draft Goals – Econ Opportunity



EO-1

Invest in People

EO-2

Thriving Economy and Industries

EO-3

Circular and Sustainable Economy

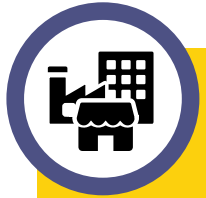
EO-4

Inclusive and Community Centered Economic Growth

- *Currently 14 policies related to the Economic Opportunity Chapter*



Key Policy Takeaways



Land Use and Development (LU)

Promote Sustainable and Equitable Growth – Ensure that land use and development support economic vitality, environmental sustainability, and social equity by prioritizing employment opportunities, mixed-use development, and access to resources.

Enhance Connectivity and Accessibility – By integrating land use with transit, pedestrian-friendly design, and shared infrastructure, these policies lead to a more connected, accessible, and livable urban environment.

Optimize Land Use Efficiency – Encourages adaptive reuse, efficient land use, infill development, and supports efficient service delivery.



Climate and Environment (CL)

Enhance Resilience– Adapt to and mitigate climate change impacts through promoting green infrastructure, reducing emissions, improving stormwater management, and increasing urban tree canopy.

Advance Environmental Justice / Public Health Equity – By addressing community emissions, extreme heat, disaster preparedness, and access to green spaces, vulnerable communities, equitable distribution of environmental benefits & improved public health outcomes.

Sensitive Lands – Focus on conservation and preservation of environmentally sensitive lands to promote urban canopy and improve water quality and natural ecosystems.



Key Policy Takeaways



Housing (H)

Increase Affordability and Accessibility – Policies promote affordable housing development, preservation of existing affordable units, expanded homeownership opportunities, and integrated mixed-income housing.

Prevent Displacement - Strategies such as anti-displacement measures, emergency rental assistance, and culturally specific housing initiatives seek to mitigate market and non-market displacement pressures.

Diversify Housing and Streamline Development – Encourage middle housing, alternative construction methods, universal design, to increase housing supply, ensures housing meets diverse community needs.



Economic Opportunity (EO)

Expand Workforce Development and Career Access – Policies aim remove barriers to employment by increasing access to training, career pathways, entrepreneurial support, and childcare.

Foster Inclusive Business Growth – Policies that support small businesses, affordable commercial spaces, and innovation hubs help grow a thriving ecosystem for entrepreneurship and economic resilience.

Strengthen Economic Infrastructure – Enhancing transit, industrial lands, and neighborhood business districts ensures businesses and workers have the necessary resources and connectivity to support sustainable economic growth.



Next Steps

- Review remaining policies at follow up study session
 - ➔ Parks, Recreation, Open Space, and Community Health
 - ➔ Equity & Inclusion
 - ➔ Transportation and Mobility
 - ➔ Community Feel
 - ➔ Infrastructure, Public Facilities and Services
- Further refinement with Community Working Groups
- Issued as part of Draft Comprehensive Plan for public comment in late summer.
 - ➔ ***Will include Goals, Policies, Actions, and Metrics to measure implementation.***



An aerial night photograph of a modern city waterfront. The scene features several multi-story buildings with illuminated windows, a prominent bridge with a tall pylon and stay cables, and a waterfront promenade with steps and landscaping. The water reflects the city lights. A large, semi-transparent purple and blue geometric shape is overlaid on the left side of the image, serving as a background for the text.

Questions and Discussion

www.beheardvancouver.org/plan2045

MEMORANDUM

DATE: April 7, 2025

TO: Mayor and City Council

FROM: Lon Pluckhahn, City Manager

CC: Dominique Martinelli, Senior Long-Range Planner, CDD
Rebecca Kennedy, Deputy Director; CDD

RE: **OUR VANCOUVER – Draft Goals and Policies – Part 1**

Intent

Provide City Council with an update on the following:

- Progress on overall development of Goals and Policies for the Draft Comprehensive Plan
- Review draft goals and policies for the Land Use, Housing, Climate and Economic Opportunity Chapters
- Gather City Council input and direction on the initial set of goals and policies for further refinement.
- Outline next steps in drafting the remaining plan, refining the content, and preparing to release a public comment draft of the Plan document this summer.

Background:

The City of Vancouver's Comprehensive Plan provides the overall long-term vision and policy direction to manage the built and natural environment in Vancouver and provide necessary public facilities to achieve that vision. The City adopted its first comprehensive plan under Washington's Growth Management Act in 1994 (Chapter 36.70A RCW), with a major re-write occurring in 2004, and a less substantive update occurring most recently in 2011. The new plan – called Our Vancouver – includes the below vision for the future of the City, which was crafted through an 18-month engagement process and that involved more 1,000 community members.

“Vancouver is an equitable and prosperous community, which ensures that all residents, businesses and organizations benefit from the growth and advancement we make together. Vancouver will be recognized for our quality of life, as evidenced by affordable housing in vibrant, safe and walkable neighborhoods, access to jobs and economic opportunity for all, and resilience to the impacts of climate change.”

Over the past two years, staff have worked with community members, advisory and working groups, and technical experts to shape the framework for the updated plan. Working with these partners, chapter-specific vision statements were established and an overarching framework and structure was

developed. This workshop is the first step in Council review of the plan document, and focuses on plan goals and policies for four chapters- Land Use, Housing, Climate and Economic Opportunity. A second workshop next month is scheduled to review the goals and policies for the remaining plan elements. Goals and policies define the outcomes we aim to achieve, and the principles that will guide future decision making. In addition, they are aligned with existing Council policy direction and informed by extensive community engagement, and incorporate relevant state requirements.

Plan Structure:

The Comprehensive Plan is organized to support a clear policy framework that connects the community's vision with actionable implementation tools.

Each element of the plan contains the following components:

- **Chapter Vision Statement** – Each topic area begins with a forward-looking statement that describes the desired future conditions for that element of the plan. These vision statements were shaped through extensive community engagement and were endorsed by City Council in late 2023.
- **Goals** – Each chapter includes a set of goals that articulate measurable outcomes the City aims to achieve by 2045. These goals reflect the community's values and the long-term results that policy and investment decisions are intended to deliver.
- **Policies** – Policies are high-level principles and guidance that direct future decision-making, investments, and implementation actions. They provide the policy “backbone” for how the City addresses land use, housing, economic development, climate resilience, and other key areas. The policies reflect and reinforce other strategic policy direction from the City in other planning efforts, such as:
 - The Strategic Plan
 - 2024-2044 Transportation System Plan
 - Housing Action Plan
 - Economic Development Strategy
 - Climate Action Framework
 - Reside Vancouver Anti-Displacement Strategy
 - Parks and Recreation Comprehensive Plan
 - Urban Forestry Management Plan
- **Actions and Metrics** – These will be developed in a future phase. Actions will define the specific directives, strategies, programs, and tools needed to implement each policy. Metrics will provide a means of tracking progress over time and holding the City accountable for delivering on its commitments.

Community Input

The draft goals and policies presented for Council's review are the direct result of a comprehensive, equity-centered, and ongoing engagement effort that took place from Spring 2023 through early 2025. This engagement was designed to ensure the Comprehensive Plan is grounded in community priorities and reflects the lived experiences of Vancouver's diverse residents.

Engagement Highlights:

- Over 850 direct conversations at 19 community events.
- 1,000+ survey responses from residents across a broad spectrum of neighborhoods, income levels, and age groups.
- An interactive digital pin map with geographically specific input on housing, parks, mobility, and more.
- The Community Partners, representing organizations that serve BIPOC, LGBTQIA+, latine, youth, low-income, and disabled communities, met regularly to co-create policy elements and inform direction.
- Six Community Working Groups (CWGs) focused on housing, climate, transportation, economic opportunity, equity, and the building industry contributed technical and lived-experience-informed guidance to refine draft content.

Key Contributions to Policy Development:

- **Land Use and Development:** Community members emphasized the importance of connected, walkable neighborhoods with access to jobs, childcare, food, and parks. There was strong support for infill development, revitalizing underutilized spaces, and preventing displacement.
 - Goals LU-1 and LU-2 reflect broad community support for walkable communities that integrate housing, employment, childcare, retail, and public services, reducing the need for long vehicle trips and promoting community interaction.
- **Housing:** Engagement underscored the need for middle housing, culturally specific housing, and a robust commitment to affordability and anti-displacement strategies. Residents advocated for policy tools such as rent control, inclusionary zoning, and homeownership support programs.
 - Goal H-2 and policies such as 102 (Allow Middle Housing) and 104 (Culturally Specific Housing Needs of Diverse Communities) reflect strong feedback calling for more housing choices—including middle housing, multigenerational housing, and culturally specific models—to meet the diverse needs of Vancouver’s population.
 - Goal H-4 and a series of related policies (e.g., 96 – Emergency Rental Assistance, 97 – Right to Return, 98 – Right of First Refusal, and 99 – Reduce Displacement in the Face of New Growth) directly respond to input from the Community Partner Group and survey participants emphasizing the need to mitigate displacement and maintain stable communities as the city grows.
- **Climate and Environment:** The Climate CWG and broader public input shaped goals around reducing emissions, increasing tree canopy, improving stormwater infrastructure, and addressing climate resiliency—particularly for vulnerable populations.
 - Community members consistently supported integrating nature-based solutions and building resilience into public and private development. This is reflected in Goal CL-1 and policies such as 5 (Green Infrastructure), 27 (Climate Corridors), and 76 (Climate Resilient Spaces).
 - Input emphasizing the disparate impacts of pollution, noise, and poor air quality in underserved neighborhoods led to Goal CL-4 and policies such as 20 (Indoor Air Quality),

21 (Mitigate Noise Pollution), and 22 (Reduce Environmental Health Disparities from Pollution).

- **Economic Opportunity:** Feedback pointed to the need for inclusive workforce development, affordable commercial spaces, neighborhood-serving businesses, and the need to address the childcare deficit in the community and the impact that has on the workforce. Community Partners emphasized policies that remove structural barriers and foster entrepreneurship in equity-priority communities.
 - CWG feedback directly shaped EO-1 and EO-4, as well as policies such as 32 (Support Small Businesses and Equity Priority Communities) and 36 (Equitable Workforce Development), which aim to ensure that local economic development benefits historically underserved groups.
 - Feedback from the community partners directly informed the development of policy 31, support access to childcare, which aims to improve access to childcare in the community.

Next Steps

This workshop represents the City Council's first review of draft goals and policies for the Comprehensive Plan. Following this session, staff will incorporate Council feedback, continue refining the policy content, and begin developing actions and metrics that support implementation and accountability.

Key next steps include:

- May 5 workshop: goals and policies for the remaining plan chapters (Parks and Recreation, Infrastructure, Equity and Inclusion, Community Feel, Transportation and Mobility) will be developed and brought to Council for review.
- Late May: publication of DEIS for 45-day public comment period
- July/August: publication of public comment draft of updated plan and code for community review.

Attachments:

1. Presentation
2. Goals and Policies for Review

Staff Contact

Rebecca Kennedy(she/her), Deputy Director, Community Development

Rebecca.Kennedy@cityofvancouver.us

Domenique Martinelli (she/her) Senior Planner, Community Development

Domenique.Martinelli@cityofvancouver.us

Vision Statement and Goals

Land Use, Development, and Built Environment (LU)

- **Vision Statement:** *We will create connected and accessible neighborhoods that provide a mix housing, jobs, and essential services in accessible and inviting spaces. We will add new types and sizes of housing that are affordable to a wide range of community members and foster a sense of inclusion for people of all backgrounds. We recognize that change will occur in neighborhoods and corridors across the city, and that we must accommodate this change while preventing displacement, maintaining livability and finding new ways to use existing buildings and infrastructure. Our vision emphasizes the importance of creating community spaces where people can build and sustain relationships. We aspire to build a resilient, thriving, connected, and inclusive urban landscape that creates harmony between the built and natural environment and fosters choice and opportunity throughout the city.*
- **Goals:**
 - **LU-1: Connected and Accessible Neighborhoods:** Vancouver neighborhoods are places where community members can walk, bike, or roll to a diverse mix of community and open spaces, services, retail, fresh food, healthcare and educational opportunities and amenities within 15 minutes or less.
 - **LU-2: Built Environment Promotes Health:** New investments in the built and natural environment promote health and well-being, active lifestyles, and community interaction, and increase access to parks, open space and outdoor recreation opportunities.
 - **LU-3: Reduced Carbon in the Built Environment:** We have successfully decreased local carbon emissions associated with Vancouver's built environment through investments in energy-efficient buildings, compact urban design, access to frequent transit, and infrastructure that supports active modes of travel.
 - **LU-4: Efficient Use of Land:** Finite land and material resources are used efficiently, minimize environmental impact, and improve efficiency of service delivery by focusing new development in areas with existing infrastructure to move toward a more compact urban form.

Housing (H)

- **Vision Statement:** *We strive to build a community where people have many choices about where they will live, all within thriving, active, and affordable neighborhoods that they are proud to live in. We envision a future where housing is affordable and accessible to everyone and is designed in a culturally inclusive way. We commit to increasing opportunities for homeownership and wealth creation and prioritizing the needs of historically excluded communities from opportunities. Our strategy aims to maximize the number and range of housing options, embrace non-traditional design methods, add middle and multigenerational housing, and accommodate the diversity of housing needs within our community. In the future, many different housing options will be affordable to the entire community, all located within connected and accessible neighborhoods that provide safe and convenient access to employment opportunities, education, essential services and open space.*
- **Goals:**
 - **H-1: Housing Production:** In 2045, the City has added a minimum of 38,000 net new housing units to its current stock, eliminating the current housing deficit and providing enough housing to serve Vancouver's diverse and growing community.

- **H-2: Diverse and Accessible Housing:** A wide range of new housing types are provided to fit a variety of household sizes, cultures, incomes, and abilities, and where community members can access housing that meets their needs at all stages of life.
- **H-3: Reduce Homelessness:** The City and its partners work collectively to provide adequate transitional, permanently supportive, and affordable housing in the community, so that all residents have access to safe and stable housing.
- **H-4: Prevent Displacement:** The City and its partners work collectively to prevent displacement of community members due to direct impacts and market forces by providing resources that support residents remaining stably and securely housed.
- **H-5: Access to Homeownership:** Homeownership is attainable for people across the income spectrum, particularly communities previously excluded from buying a home through racial covenants and discriminatory lending practices.
- **H-6: Affordable Housing:** Vancouver community members have access to affordable housing regardless of income, including both market rate and income-based housing options, and the City prioritizes long-term preservation of existing affordable units.

Climate, Environment, Sustainability and Resiliency (CL)

- **Vision Statement:** *We envision a future where there is balance between the built and natural environment, with resilient and thriving communities that are well prepared to adapt to the impacts of climate change. We commit to expanding green spaces and the ecosystems they host, building sustainable infrastructure, combating heat islands and providing every community member with multimodal transportation options that reduce greenhouse gas emissions. We will invest in projects and initiatives that support those most impacted by climate change and engage all community members in finding solutions. We will prioritize the development of infrastructure and community spaces that are ready to function during times of disaster and create places where people continue to be able to live, work and play as the climate changes.*
- **Goals:**
 - **CL-1: Resiliency and Climate Adaptation:** Vancouver is a resilient and sustainable city that is prepared to mitigate and adapt to the localized impacts of climate change including sea level rise, landslides, flooding, drought, heat, smoke, and wildfire.
 - **CL-2: Increase Biodiversity and Enhance Natural Spaces:** Vancouver has thriving ecosystems, build green infrastructure and preserve natural spaces that enhance air quality, provide natural cooling, sequester carbon, and beautify neighborhoods, enriching residents' quality of life.
 - **CL-3: Decrease Emissions:** Vancouver is a carbon neutral community that excels in reducing carbon emissions and criteria pollutants through implementing sustainable practices and green infrastructure.
 - **CL-4: Environmental Health:** Community members experience better environmental health conditions through the protection and enhancement of local ecosystems, improved air and water quality, reduced exposure to environmental hazards and increased access to natural spaces.

Economic Opportunity (EO)

- **Vision Statement:** *We envision a future where all community members have access to stable jobs that allow them to support themselves, their families and communities. We commit to prioritizing wealth creation and financial stability for historically excluded groups, growing economic opportunity for all, developing a green economy that mitigates the impacts of climate change, and supporting innovation in business and industry. We recognize that access*

to housing and childcare is essential to building a resilient and equitable economy. We believe in community-centered economic development that focuses on people and uplifts our existing workforce while providing options for those who will be here in the future. We commit to building and strengthening partnerships to support small businesses and startups, expand workforce training opportunities, break down barriers to entry and promote upward mobility, particularly for historically underserved and excluded communities.

- **Goals**

- **EO-1: Invest in People:** Vancouver has a robust local economy that supports community-wide prosperity, with a range of employment opportunities that provide stable, family-wage jobs, and an ecosystem of training and skill building resources to build the workforce of the future.
- **EO-2: Thriving Economy and Industries:** By 2045, Vancouver will have added 44,000 new jobs by attracting diverse businesses and industries, fostering innovation, encouraging entrepreneurship, supporting local businesses and startups, supporting new technologies, and providing the infrastructure, workforce, and resources industries need to thrive and grow sustainably.
- **EO-3: Circular and Sustainable Economy:** Vancouver's economy is sustainable, circular, and supports climate action and adaptation. City investments in economic development promote holistic cycles of consumption and production, prioritizes renewable resources, and support industries that advance environmental health and economic stability.
- **EO-4: Inclusive and Community-Centered Economic Growth:** Economic growth provides benefits and opportunities to all community members, supports upward mobility, and provides opportunities for wealth creation.

Policies:

No	Policy Name	Description	Associated Goal(s)
3	Disaster Recovery and Emergency Response	Develop tailored emergency response resources to ensure equitable emergency access, response, and recovery, mitigating risks from extreme weather and climate-related hazards.	CF-3, EI-1, CL-1
4	Reduce Urban Heat Island Effect	Minimize impacts of the urban heat island effect, reduce temperature disparities for equity priority neighborhoods, and safeguard vulnerable populations from the adverse effects of extreme heat through proactive measures.	CL-1, CL-2, CL-4
5	Incorporate Green Infrastructure into Development	Prioritize integrating green infrastructure into new development, redevelopment, replacement of existing infrastructure, and development of public spaces within the City to improve stormwater quality and reduce urban heat island effect.	CL-1, CL-2, IF-1
6	New Green Buildings	Ensure that buildings contribute to the City's greenhouse gas reduction goals, protect occupants from climate hazards and extreme weather, and minimize harm to wildlife and natural ecosystems.	CL-1, CL-3

7	Solar Access	Expand community solar access for low income homeowners and renters.	CL-1, CL-3
8	Reduce Solid Waste	Increase waste diversion rates through a system that minimizes landfill reliance, reduces greenhouse gas emissions, prioritizes composting and encourages resource recovery.	CL-1, CL-3, CL-4
9	Conserve Water Resources	Encourage water-efficient technologies and practices, reuse systems, and conservation programs to reduce consumption and ensure sustainable water availability amid climate change and growing demand.	CL-1, CL-4
10	Stormwater Management	Focus on improving water quality and prevent flooding through managing stormwater flows, encouraging natural filtration of precipitation to ground water, reducing runoff, mitigating flood risks by advancing systems that manage stormwater effectively, and enhancing local water quality in the watershed.	CL-1, IF-1
11	Adapt Infrastructure to Climate Change	Retrofit existing infrastructure, parks and natural spaces, and construct new facilities to adapt to the localized impacts that will occur in the community due to climate change.	CL-1, IF-1
12	Protect Critical Areas and Shorelines	Protect existing Critical Areas within the City, and Shorelines of Statewide Significance, and ensure no net loss of ecological functions through avoidance of impacts, conservation design principles, and compensatory mitigation when loss of ecological function cannot be avoided.	CL-2
13	Restore Critical Areas	Support restoration and enhancement of Critical Areas by private landowners, or through City / nonprofit acquisition and other initiatives.	CL-2
14	Equitable Distribution of Tree Canopy	Meet tree canopy coverage goal of 28%, using the City's Equity Index to target investment in underserved neighborhoods lacking coverage.	CL-2
15	Habitat and Species Under Stress from Climate Change	Take inventory of and protect climate refugia, and fish and wildlife habitat needs for species under stress from climate change.	CL-2, CL-4
16	Reduce Emissions From Existing Buildings and Infrastructure	Reduce emissions from buildings, structures, and, infrastructure in the community.	CL-3, IF-1
17	Low Carbon Fuels	Support the transition to low-carbon fuels by expanding local production and distribution, supporting infrastructure growth, and adoption incentives.	CL-3, CL-4

18	Embodied Carbon	Source materials used in the construction and development of new housing and commercial spaces from within the region, utilize low carbon materials, or utilize materials found on site, reducing embodied carbon.	CL-3, EO-3
19	Support the Use and Storage of Renewable Energy	Encourage new renewable energy infrastructure, promote development of storage systems, and work with Clark Public Utilities to promote demand-response strategies and programs to ensure a stable, resilient, and sustainable energy grid.	CL-3, IF-1
20	Indoor Air Quality	Improve indoor air quality for residents most susceptible to negative impacts from exposure to particulates, carbon monoxide, nitrogen dioxide, and lead.	CL-4
21	Mitigate Noise Pollution	Reduce and mitigate noise pollution from major stationary and mobile sources (air travel, vehicles, freight, and railroads, high intensity industrial uses), prioritizing vulnerable populations and reducing the impact in residential, commercial, and natural areas.	EI-1, CL-4
22	Reduce Environmental Health Disparities from Pollution	Mitigate air, water, heat, noise, and light pollution in vulnerable areas, with a focus on areas with high equity index scores.	EI-1, CL-4
23	Recycling and Organic Material Management	Mandate citywide recycling and organic waste programs, focusing on composting, waste-to-energy technologies, and education to achieve zero waste and support sustainable consumption cycles.	EO-3, CL-3
26	Conserve Land For Open Space and Preservation	Acquire environmentally sensitive land with ecological benefits for the purpose of conservation, public use, or recreation in currently underserved areas.	PR-2, CL-2
27	Climate Corridors	Develop climate corridors to mitigate climate impacts through greener streets, street tree canopies, natural plantings for stormwater management, linear parks, and other climate resilient techniques. Use City-owned right-of-way to create a network of corridors that support climate adaptation and safe and healthy	TM-1, CL-2, PR-2
28	Support Transit with Resilient Infrastructure Improvements	Enhance transit developed under the C-Tran network with supportive infrastructure that adapts to localized impacts of a changing climate to further reliable, frequent, and accessible services, reduce delays, prioritize underserved areas, and establish multimodal hubs for seamless connections.	TM-2, EO-1, EI-1, IF-1

29	Avoid Siting Housing Near Point Source Pollution	Avoid siting new housing near known stationary sources of air, water, heat and light pollution, and facilitate site and building design that mitigates impacts from stationary pollution sources for both new and existing housing.	CL-4
30	Lifting Up Equity Priority Groups in Access to Employment	Ensure equitable access to technology, workforce training, and skill-building programs removing barriers for people facing the greatest barriers to employment access like undocumented residents, formerly incarcerated residents, LGBTQ+ adults and youth, and residents with physical or cognitive disabilities.	EI-1, EO-1, EI-5
31	Support Access to Childcare	Support the development of new childcare facilities in the City and eliminate regulatory barriers preventing their creation.	EI-3, EO-1
32	Support Small Businesses and Equity Priority Communities	Expand access to capital, technical assistance, and market entry pathways for small business, women and queer owned businesses, and equity priority-owned businesses to foster inclusive economic growth.	EO-4, EO-1, EI-1
33	Conserve Lands Providing Employment	Conserve and invest in industrial lands and other areas that provide employment for middle & high wage jobs.	LU-2, EO-2
35	Leverage City-Owned Assets for Affordable Commercial Space	Utilize City-controlled real estate to provide affordable commercial leasing opportunities for small and emerging businesses.	EO-4, EI-1, EO-2
36	Expand Equitable Workforce Development and Career Pathways	Ensure all residents have access to career pathways, workforce training, and entrepreneurship opportunities that lead to living-wage jobs and wealth creation, with a focus on underrepresented communities.	EO-1, EI-1, CF-4
37	Facilitate Job-Creating Business Growth and Investment	Support businesses that create high-quality jobs by reducing barriers to growth, streamlining development processes, and ensuring access to necessary resources and infrastructure.	EO-2, EO-4, CF-4
38	Strengthen Neighborhood Business Districts	Ensure neighborhood business districts are safe, vibrant, and accessible hubs of economic activity through strategic public and private investment.	EO-4, LU-1
39	Streamline the Development Process	Simplify the development review process where feasible and as needed to reduce housing costs.	H-1

41	Equitable Access to Services and Amenities	Expand equitable access to municipal services, essential community based services and other amenities by prioritizing investment in underserved areas, ensuring all communities thrive and meet their basic needs.	IF-1, C-4, EI-1, LU-1
42	Sub-Area and Corridor Plans	Develop Subarea plans for key centers and corridors citywide, facilitating the development of integrated residential, commercial, employment and community uses.	LU-1, CL-3, CL-4
43	Employment Hubs	Support integrated development, with commercial activities, public services, employment and amenities near to residential development, and vice-versa	LU-2
44	Transitions Between Zones	Develop regulations that provide transitions between zoning districts to ensure compatibility.	LU-2
45	Adaptive Reuse	Support efforts to reutilize retrofit, or repurpose underutilized buildings, structures and infrastructure for the development of new housing and commercial spaces, in a manner that is equitable, environmentally conscious, and socially and ethically conscious.	LU-2, CL-3
46	Shared Parking	Facilitate and expand allowances for shared utilization of off site parking facilities.	LU-4
47	Underdeveloped Lots	Prioritize, facilitate, and incentivize development on infill and underutilized lots.	LU-4, LU-1, IF-1
50	Health Equity	Broaden access to essential health services in underserved neighborhoods, address the needs of population groups with greatest health disparities, and address built environment causes of place based health disparities.	EI-1, CL-4
52	Universal Design	Require universal design principles in new housing, commercial development, and public spaces. Support retrofitting existing homes for accessibility, and prioritize affordable housing options tailored to multi-generational living, aging in place, and a wide range of abilities.	EI-2, PR-1, H-2
53	Incorporate Community Outcomes into Development	Develop mechanisms to integrate community benefits into City-led redevelopment projects and private development that requires quasi judicial approval.	H-4, EI-4
58	Support the adoption of Zero Emission Vehicles	Increase the adoption of electric, hybrid, and alternative fuel vehicles by promoting and implementing incentives, education programs, and policy with a focus on reducing financial barriers to EV ownership.	CL-3

59	Reduce Vehicle Miles Traveled Per Capita	Reduce the total number of vehicle miles traveled, and the average vehicle miles traveled as the City grows in population to lessen traffic congestion, improve safety and reduce pedestrian fatalities, reduce greenhouse gas emissions, and improve local air quality.	CL-3, CF-3, TM-2
60	Pedestrian Oriented Building and Site Design	Ensure new medium-high scale residential, mixed use development, and commercial development is developed in a human scale manner and is oriented toward the street, increase street front use, visual interest, and integration with adjacent buildings, creating a comfortable and accessible environment for people who walk, bike or roll to destinations.	LU-1
61	Equitable Transit Oriented Development	Tailor regulations, incentives and investments to facilitate development near current and future transit stations, ensuring new development is accessible to equity-priority communities and those most reliant on public transit.	LU-1, LU-2, TM-2
68	Locate Resources Near Transit Access	Locate community resources near current and future high capacity transit stations to ensure access to those most reliant on public transit.	LU-1, TM-2
75	Multilingual and Culturally Competent Services	Ensure all city services, including houselessness outreach, mental health support, and legal aid, are accessible in multiple languages and delivered with cultural competency.	CF-2, EI-1, H-3
76	Climate Resilient Spaces	Incorporate elements of climate resiliency into new privately and publicly developed public spaces.	CL-1, CF-1
77	Broaden Equitable Access to Natural Spaces and Parks	Site new accessible and attainable housing in close proximity to parks, expanding access to existing features, and developing or restoring new features in underserved neighborhoods.	CL-4, PR-3, H-1
78	Community Centers	Establish multipurpose community centers offering social, recreational, educational, and cultural programming, especially in underserved areas.	CL-4, PR-3, IF-1
85	New funding methods for affordable housing	Explore and develop additional funding methods and resources to support affordable housing and community ownership opportunities	H-1, H-6
86	Equity Priority Community Access in Housing	Ensure populations who were historically excluded from housing can access housing in areas with access to resources and services.	H-2, EI-1
87	Naturally occurring affordable housing	Preserve naturally occurring affordable housing and discourage conversion to more expensive housing or commercial uses.	H-3, H-4
88	Mixed Income Housing	Develop incentives to integrate below market housing as part of new market rate housing projects.	H-5, H-6

89	Affordable Homeownership	Facilitate homeownership opportunities through assistance programs, grants, and other methods that reduce barriers to entry for low- and moderate-income households.	H-5, H-6
90	Acquire land for affordable housing development	Pursue strategic acquisition and utilize existing City-owned land for affordable housing.	H-6
91	Regional Planning	Coordinate closely with Clark County, other adjacent jurisdictions, and other government entities such as C-Tran, RTC, and school districts to ensure growth areas are managed sustainably, urban services are delivered efficiently, multimodal connectivity and public transit in the region is expanded, and regional collaboration supports shared goals, in accordance with formally adopted countywide planning policies	LU-4, CL-3, TM-2, TM-1
92	Optimize Freight Corridors	Designate and enhance freight corridors to prioritize efficient goods movement and reduce congestion.	TM-3, EO-2
93	Enhance Port Access and multimodal freight solutions	Improve infrastructure and connectivity to and from the Port of Vancouver to streamline freight operations.	TM-3, EO-2
94	Analyze Displacement Risk	Prior to making large scale public investments, analyze and mitigate displacement pressures in high-risk areas.	E-1, H-2, H-4, IF-1
95	Permanently Supportive Housing	Expand the availability of permanently supportive housing and emergency shelter beds with integrated services for people with disabilities, houseless individuals, and at-risk populations.	H-3
96	Emergency Rental Assistance	Provide financial support to help at-risk households remain in their homes, preventing eviction and displacement.	H-4, EI-1
97	Right to Return	In areas experiencing late stage displacement where many community members have been displaced, prioritize for future affordable housing opportunities to help them return to their communities.	H-4, EI-1
98	Right of First Refusal and Sweat Equity	Explore models and opportunities for existing residences and businesses to have right of first refusal to purchase property when it's being sold, or build an equity stake in the property over time.	H-4, EO-1
99	Reduce displacement in the face of new growth	Implement anti-displacement strategies and actions that protect residents advance of public investment so communities can remain in place and benefit from improvements.	H-4, EI-1

100	Access to Non-Traditional Homeownership Methods	Broaden access to homeownership in the community for first time owners, low income residents, and other groups typically excluded from the market due to price through alternative ownership methods.	CF-1, H-4, H-5, H-6,
101	Non-Traditional Housing	Promote and remove regulatory barriers preventing non-conventional methods of constructing housing, such as modular, panelized constructed, 3d printing, or other methods.	H-1, CF-4
102	Allow middle housing	Increase housing diversity by allowing a range of missing middle housing types (duplexes, triplexes, townhomes, cottage clusters, and courtyard apartments) in low- and medium-intensity residential areas to expand affordability and accessibility.	H-2
103	Identity based housing needs	Work with partners to facilitate and fund housing that meets the needs of different households based on age, sex, gender identity, culture, disability and other factors.	H-2, H-3
104	Culturally Specific Housing Needs of Diverse Communities	Work with partners to facilitate and fund housing that reflects the cultural values and needs of Vancouver's diverse populations.	H-2, CF-2, EI-1
105	Engage with Tribal Community Members	Foster meaningful partnerships with tribal communities and original stewards of the land we currently occupy, integrating their knowledge, priorities, and cultural perspectives into local decision-making processes.	EI-1, EI-4, CL-2
109	Facilitate Annexation	Work with Clark County and residents in the Urban Growth Area to facilitate orderly, fiscally sustainable annexations, ensuring urban standard service levels with logical boundary considerations.	LU-4
111	Historic and Culturally Significant Resources	Protect and preserve culturally significant, historic, archeologic, and ecologic community resources. Promote preservation, restoration, and rehabilitation of historic and architecturally significant structures.	CF-2, CL-1, CL-2
112	Periodically Reassess Land Use	Assure consistency of overall land use and capital facilities plans by reevaluating Vancouver's land use plan if funding is inadequate to provide necessary public facilities and services to implement the plan.	IF-1, LU-4

March 17, 2025

Workshops: 3:45-6:00 p.m.

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

The City Council Meeting was held on 3/17/2025 at 3:45 PM in the Vancouver City Hall, Council Chambers 415 West 6th Street, Vancouver, WA 98660.

Workshops were conducted in person in the Council Chambers of City Hall. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, or www.facebook.com/VancouverUS.

View the CVTV video recording, including presentations and discussion, for workshops at: https://www.cvtv.org/vid_link/37235?startStreamAt=0&stopStreamAt=8176

Districting Survey Results

(Approximately 45 minutes)

Aaron Lande, Program and Policy Development Manager,
aaron.lande@cityofvancouver.us

Staff led Council through a discussion of the Districting Survey Results.

Councilmember Harless attended the workshop remotely.

Annexation Scenario Review

(approximately 45 minutes, to immediately follow the previous workshop)

Natasha Ramras, Chief Financial Officer, natasha.ramras@cityofvancouver.us

Staff led Council through a discussion of the Annexation Scenario Review.

Councilmember Harless attended the workshop remotely.

Draft Economic Development Strategy

(Approximately 45 minutes, to immediately follow the previous workshop)

Chris Harder, Deputy Economic Development Director ,
chris.harder@cityofvancouver.us

Staff led Council through a discussion of the Draft Economic Development Strategy.

Councilmember Harless attended the workshop remotely.

Council Dinner / Administrative Updates (6:00 - 6:30 PM)

Regular Council Meeting

6:30 PM

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

This meeting was conducted as a hybrid meeting with in person and remote viewing and participation over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:

[https://www.cvtv.org/vid link/37237?startStreamAt=0&stopStreamAt=5362](https://www.cvtv.org/vid_link/37237?startStreamAt=0&stopStreamAt=5362)

Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

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. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

Present: Councilmember Harless, Councilmember Perez, Councilmember Fox, Councilmember Paulsen, Councilmember Stober, Councilmember Hansen, Mayor McEnery-Ogle

Absent: None

Councilmember Harless attended the meeting remotely.

Approval of Minutes

Minutes - March 3, 2025

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and Yes: 7, No: 0, Abstaining: 0, to approve the March 3, 2025, meeting minutes.

Proclamations

National Robotics Week

Mayor McEnerny-Ogle read and presented a proclamation to Peter Hwang, Head Coach, Esther Hwang, Coach, and Micah Hwang, Wyatt Howard, Jacob Ouellette, Daniel Tsay, Brian Lin, Brian Yu, Robotics Team, proclaiming April 5-13, 2025, as National Robotics Week.

International Transgender Day of Visibility

Mayor McEnerny-Ogle read and presented a proclamation to Sammantha Thacker, Case Manager of Akin Triple Point, proclaiming March 31, 2025, as International Transgender Day of Visibility.

Community Communication

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding any matter on the agenda not scheduled for a Public Hearing:

- *Kimberlee Goheen Elbon, La Center, WA*
- *Carmen DeLeon, Vancouver*
- *Brittani Lasseigne, Vancouver*
- *Amy Reynolds, Vancouver*

There being no further testimony, Mayor McEnerny-Ogle closed Community Communication.

Consent Agenda

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

Council pulled item 4 for discussion.

Motion by Councilmember Paulsen, seconded by Councilmember Hansen, and Yes: 7, No: 0, Abstaining: 0, to approve Items 1-3, 5, and 6 on the Consent agenda.

Motion by Councilmember Stober, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve Item 4 on the Consent agenda.

1. Bid Award - 2025 Central Curb Ramps - Bid ITB 25-12

Staff Report: 051-25

Request: On Monday, March 17, 2025, award a construction contract for the 2025 Central Curb Ramps Project to the lowest responsive and responsible bidder, and authorize the City Manager or designee to finalize and execute a contract with Grade Werks Excavating, LLC, Battle Ground, Washington at their bid price of \$1,379,790, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

Motion approved the request.

2. Bid Award - O. O. Howard House Roof Replacement - ITB-25-11

Staff Report: 052-25

Request: On Monday, March 17, 2025, authorize the City Manager, or designee, to execute the contract with Signature Roofing, LLC.

David Perlick, Director of Parks, Recreation and Cultural Services, david.perlick@cityofvancouver.us

Motion approved the request.

3. Contract Amendment - 2024 Joint Agency Slurry Seal Project - C-101617

Staff Report: 053-25

Request: On Monday, March 17, 2025, amend the Blackline, Inc, of Vancouver, Washington construction contract for the 2024 Joint Agency Slurry Seal Project for sealing for one additional year for their adjusted bid price of \$389,650.00, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

Motion approved the request.

4. Contract Amendment - Increase the Purchasing Threshold for Multiple Automotive Dealerships Listed on Washington State Contract - C-28423

Staff Report: 054-25

Request: On Monday, March 17, 2025, authorize the City Manager, or designee, to approve purchases under Washington State Contract #28423 for the life of the contract. Authorize a new spending threshold for the dealerships listed on the contract to the maximum authorized amount under the agreement to \$15,000,000.

Jake Mahan, Senior Management Analyst,
jake.mahan@cityofvancouver.us

Motion approved the request.

5. Grant for Level 2 Energy Audits at Tier 1 Buildings

Staff Report: 055-25

Request: On Monday, March 17, 2025, authorize the City Manager, or designee, to finalize and execute the grant agreement, No. EAG25-11, accepting grant funding for the AWC Energy Audit Grant Program for Energy Audits of City-owned Tier 1 and Tier 2 covered buildings.

Wyatt Jones, Capital Projects Project Manager,
Wyatt.Jones@cityofvancouver.us

Motion approved the request.

6. Approval of Claim Vouchers

Request: Approve claim vouchers for March 17, 2025.

Motion approved claim vouchers in the amount of \$20,243,307.43.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Confirmation of Appointment of City Attorney

Lon Pluckhahn, City Manager, discussed the Confirmation of Appointment of City Attorney.

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to approve Nena Cook as the City Attorney.

Homeless Situation Report Update

Jamie Spinelli, Homeless Response Manager, discussed the Homeless Situation Report Update.

Comprehensive Plan Land Use Possibilities Update

Rebecca Kennedy, Deputy Community Development Director, discussed the Comprehensive Plan Land Use Possibilities Update.

Adjournment

7:58 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

The written comments below are those of the submitter alone and are not representative of the views of CVTV or the City of Vancouver, its elected or appointed officials, or its employees.

From: [Dollar, Sarah](#)
To: [Dollar, Sarah](#)
Subject: FW: Transgender Day of Visibility
Date: Monday, March 17, 2025 11:11:26 AM

Sarah Dollar | Executive Assistant to the City Council
Pronouns: She/Her/Hers
CITY OF VANCOUVER, WASHINGTON
City Manager's Office (CMO)
Primary (Cell): 360-624-2949 | Desk: 360-487-8641
www.cityofvancouver.us

-----Original Message-----

From: Greer Davidson [REDACTED]
Sent: Monday, March 17, 2025 11:03 AM
To: City Council <council@cityofvancouver.us>
Subject: Transgender Day of Visibility

[You don't often get email from [REDACTED] Learn why this is important at
<https://aka.ms/LearnAboutSenderIdentification>]

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Madam Mayor and Members of the Council,

I am a 73-year-old transgender woman. In today's environment, to be transgender is to be the target of unreasoned discrimination and hatred. Fortunately for me, I live in Vancouver, Washington, and here I have felt at home since moving here 7 years ago. In this wonderful place, the people that I encounter are kind and caring. They do not discriminate against minority groups just because they are somehow different. They recognize that we are all humans together.

So I am particularly grateful to you for today's proclamation recognizing the Transgender Day of Visibility. For myself and all of the other transgender and non-binary people in the area, your recognition of us as valued citizens is a great antidote to the terrible ways we are being treated in other parts of the country.

Thank you!

Greer Brianna Davidson
(she/her)

From: [Monica Zazueta](#)
To: [City Council](#)
Subject: Terms Limits & Voting Districts
Date: Sunday, March 16, 2025 8:16:54 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Members of the City Council,

I am writing to you as a concerned resident of Vancouver, having reviewed the recent City of Vancouver Charter Reform Survey conducted by DHM Research. While I was not a participant in the survey, the findings reflect a clear sentiment among our community regarding the need for term limits and the establishment of voting districts for the Vancouver City Council.

The survey indicates that 80% of respondents support the introduction of term limits for both City Council members and the Mayor. This substantial majority highlights a strong desire for fresh leadership and diverse perspectives within our local government. Implementing term limits would encourage new candidates to enter the political arena, fostering a more representative and dynamic council that can better address the evolving needs of our community.

Additionally, the survey shows that 58% of residents are in favor of creating voting districts for City Council elections. This change would ensure that council members are more accountable to their specific neighborhoods, enhancing representation for all communities within Vancouver. The current at-large system may not adequately reflect the diverse interests of our residents, and districting could lead to improved resource distribution and a more equitable approach to governance.

Although I did not participate in the survey, I firmly believe that the insights gathered from the community should guide our city's future. I urge you to consider these findings as you deliberate on charter reforms that will strengthen our local democracy and better serve the residents of Vancouver.

Thank you for your attention to this important matter. I appreciate your commitment to our community and look forward to seeing positive changes that reflect the voices of Vancouver's residents.

Sincerely,

Monica Zazueta Tabor
Concerned Mum

(My Signature)

~You must always be willing to truly consider evidence that contradicts your beliefs, and admit the possibility you may be wrong. Intelligence isn't knowing everything, it's the ability to challenge everything you know. Let's all give up our fear as a justification for not to take action because we are the creators of our reality.

Sending healing vibes
Monica Zazueta Tabor
Concerned Mum



Sharing energy,

1.

Doughnut Economics 7 Ways to Think Like a 21st Century Economist
by Kate Raworth

Free digital copy of the book,

<https://fenix.tecnico.ulisboa.pt/downloadFile/845043405579281/Raworth%20%282017%29%20Doughnut%20Economics.pdf>

2.

29 minute video explaining Doughnut Economics

"How radical ideas can turn into transformative practice. Stockholm impact week 2023"

<https://youtu.be/qwyzsAWRMcw?si=Hut8czYBLqAjOBpb>

3.

Nate Hagens: "Episode 100 - The Great Simplification"

<https://youtu.be/GocuMZX3hIs?si=impadsCjN-aGZzk0>

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#); [REDACTED]; [Calvin CLARK](#); [Cemal Richards](#); [Vern Jeremica](#)
Subject: Watch "Hail Storm WIPES OUT Massive Solar Park!" on YouTube
Date: Saturday, March 15, 2025 4:45:07 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

https://youtu.be/uc6UX6pbQuA?si=FdSjofb40lMo-_Hh . Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn v

From: [Wynn Grcich](#)
To: [Reform Clark County - Rob Anderson](#); [Calvin CLARK](#); [Rebecca Messinger](#); [Patrick LOCKE](#); [Harris, Rep. Paul](#); [City Council](#); [REDACTED]
Subject: No studies on jabs
Date: Friday, March 14, 2025 3:40:50 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

https://t.me/RobertKennedyJr_Official/405. Please send to council members and MELNICK.
Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch "RFK SMEARED For Telling THE TRUTH About Measles! w/ Kim Bright" on YouTube
Date: Friday, March 14, 2025 10:39:02 AM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<https://youtu.be/igYMyWogOpQ?si=vhF2Z5LNEwHq-xkA> .please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Reform Clark County - Rob Anderson](#); [Rebecca Messinger](#); [City Council](#); [Patrick LOCKE](#); [Penelope Siemssen](#); [REDACTED]; [Harris, Rep. Paul](#)
Subject: Watch "Dr. Jay Bhattacharya Decries Vaccine Mandates, Says Science Should Be "Force For Freedom"" on YouTube
Date: Friday, March 14, 2025 12:25:16 AM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

https://youtu.be/9HZu4HCrzHM?si=SQZmC_IqwF3uW7a8 .please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Fully Vaxxed you tube ceo died
Date: Thursday, March 13, 2025 11:46:34 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

https://t.me/secret_history2/3720?single. Please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Reform Clark County - Rob Anderson](#); [Calvin CLARK](#); [Rebecca Messinger](#); [V \[REDACTED\]](#); [City Council](#); [Ken Vance](#); [Justin Forsman](#)
Subject: Side effects from covid jabs
Date: Wednesday, March 12, 2025 9:34:13 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

https://t.me/RobertKennedyJr_Official/401. Please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Fluoride
Date: Thursday, March 13, 2025 12:23:25 AM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<https://t.me/maninamerica/3040>. Please send to council members and MELNICK. Put on public record and confirm that you did. Thank you. From Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#); [Harris, Rep. Paul](#)
Subject: Watch "Why I Changed My Mind on Water Fluoridation" on YouTube
Date: Wednesday, March 12, 2025 3:20:09 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<https://youtu.be/LUuv-Er0y1Q?si=p48KyA97cPncsEkW> .please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Girl scout cookies
Date: Wednesday, March 12, 2025 12:23:30 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<https://metrozone.newsroomlabs.com/article-summary/23512812?brid=2861ea0a&lang=en>
please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch "New Official Pandemic Report Recommends Against Use of COVID Vaccines: Dr. Gary Davidson" on YouTube
Date: Wednesday, March 12, 2025 12:49:59 AM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

https://youtu.be/_KrRzKxgrZo?si=_nSYWlsc4X478Dv- please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grich](#)
To: [Reform Clark County - Rob Anderson](#); [Rebecca Messinger](#); [REDACTED]; [City Council](#); [Cemal Richards](#); [Ken Vance](#)
Subject: Watch "Dr. Kelly Victory: Texas Measles & Bird Flu w/ Pediatric Expert Dr. Alejandro Diaz – Ask Dr. Drew" on YouTube. Please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn.
Date: Tuesday, March 11, 2025 6:44:35 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<https://www.youtube.com/live/zeuFg1V1MbU?si=jbDZvBp9Vxx3367I>

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Money to college
Date: Wednesday, March 12, 2025 12:13:16 AM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

https://www.judicialwatch.org/usda-study-menstrual-transgender/?utm_source=youtube&utm_medium=social&utm_campaign=corruption%20chronicle. Please send to council members and MELNICK. Put on public record and confirm that you did.
Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [REDACTED] [City Council](#); [Cemal Richards](#); [Reform Clark County - Rob Anderson](#)
Subject: Watch "CBS Report On Flu Vaccine Was Buried & Memory Holed!" on YouTube
Date: Monday, March 10, 2025 8:47:44 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

https://youtu.be/_Lm372r-CDs?si=tdm4R9GjvZOTtAeV.please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn

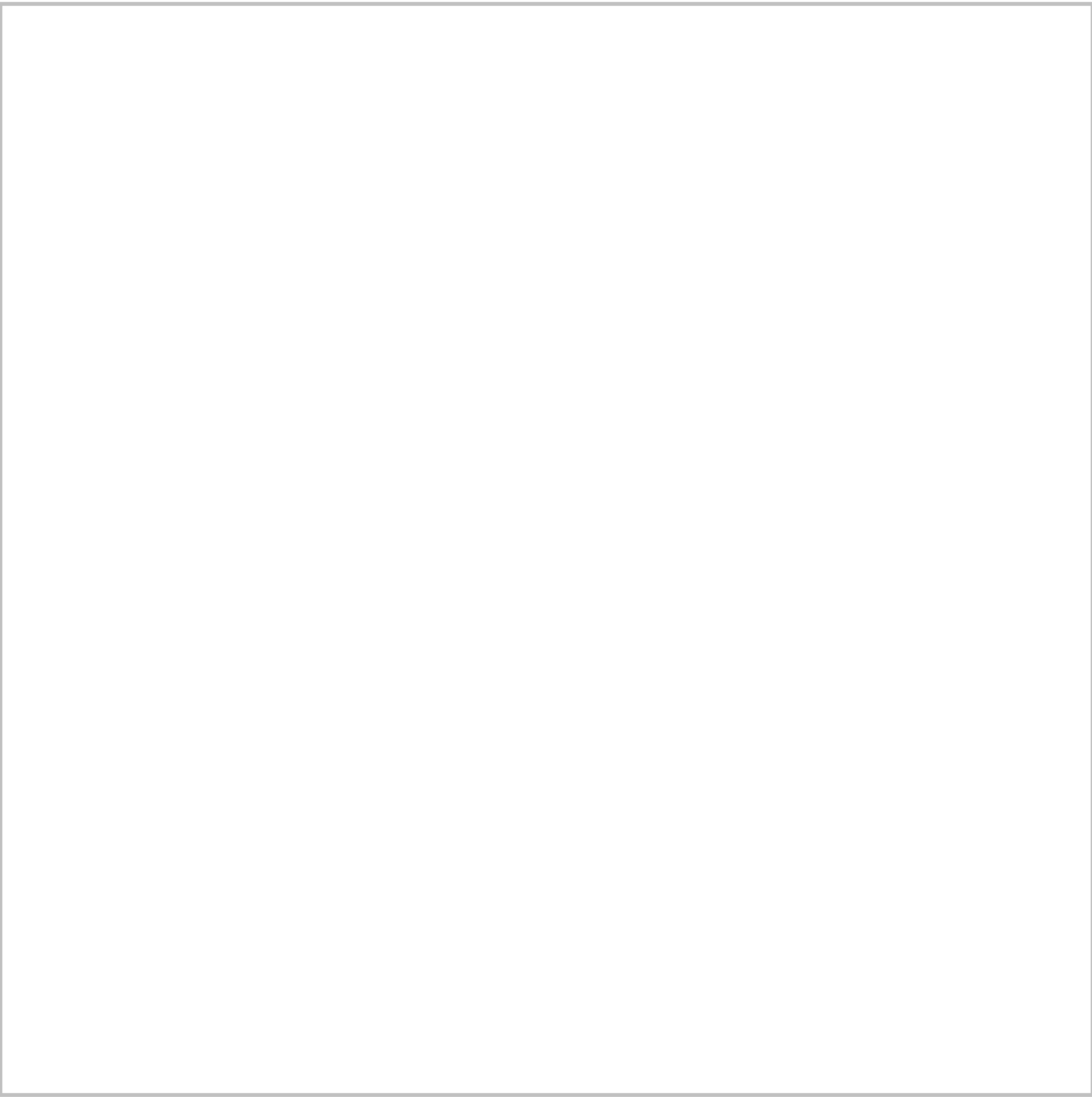
From: [Wynn Grich](#)
To: [Reform Clark County - Rob Anderson](#); [Calvin CLARK](#); [Rebecca Messinger](#); [City Council](#); [Ken Vance](#); [Cemal Richards](#) [REDACTED]
Subject: Fwd: Gvmt data shows kidney failure deaths surge among the VAXXED!
Date: Monday, March 10, 2025 2:40:07 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn

----- Forwarded message -----

From: **Jonathan Otto** [REDACTED]
Date: Mon, Mar 10, 2025, 5:03 AM
Subject: Gvmt data shows kidney failure deaths surge among the VAXXED!
To: Wynn Wynn [REDACTED]



Hey *Wynn*,

Imagine this: they are creating [new mRNA vaxxes to fix the damage](#) caused by the old mRNA vaxxes...

Yet official gvmnt data has now shown how DANGEROUS these vaxxes are.

New data shows that **kidney failure deaths are sharply increasing** among people who received COVID mRNA

vaxxes.

Statistics expert **John Beaudoin** found that since the mRNA vaxxes were widely introduced in early 2021...

The United States has seen around **155,000 more deaths** due to kidney failure than expected.

Beaudoin's findings align with those of another expert, **Ed Dowd**...

Who used **CDC data** to estimate over **153,000 additional deaths** due to acute kidney injury (AKI) in recent years.

Before the vaxx rollout...

Deaths from AKI had stayed steady for years, but in 2021...

They suddenly rose by **200%** and climbed even higher in 2022 to **300%** above normal levels.

Beaudoin also said that while cases of COVID-19 dropped to very low levels in 2022...

And **President Joe Biden** announced that the "p@ndemic" was "over" in September 2022....

Deaths from [kidney failure kept rising in 2023](#).

He said...

“There are more life years lost to acute renal failure alone than COVID, than polio, than smallpox ... than anything in the past 100 years in the United States, except for World War II.”

When he said this, my heart shattered because of the elites...

It will probably take losing a loved one to know just how serious this is.

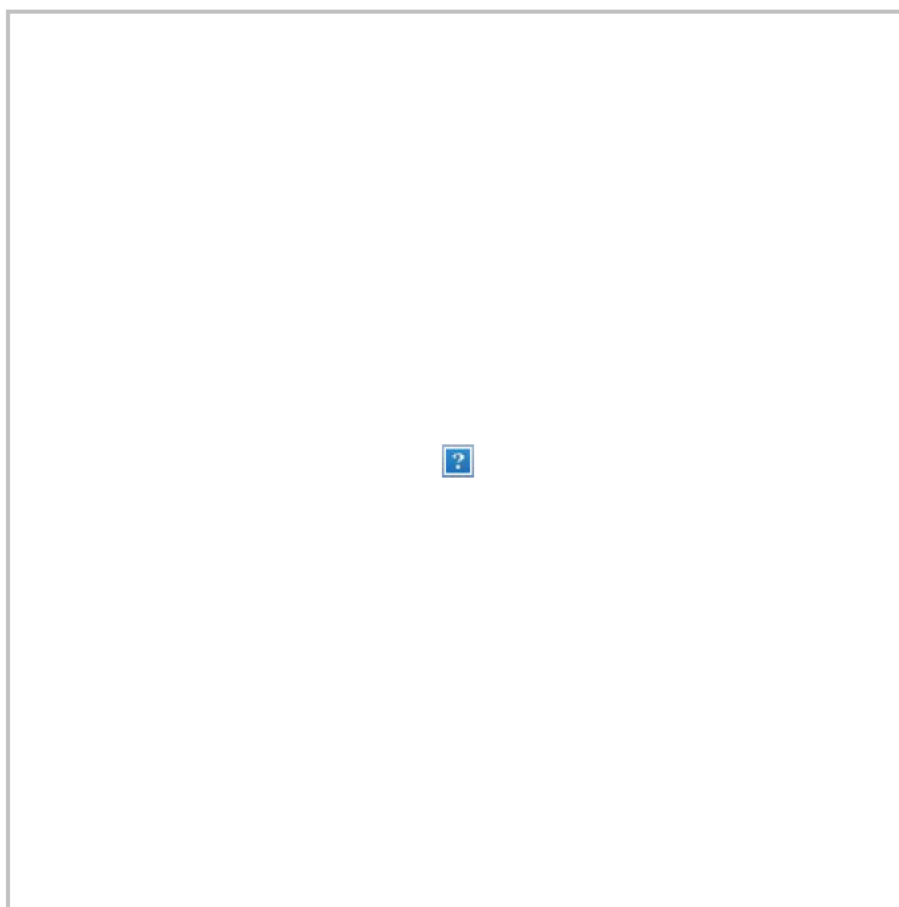


Image Source: Exposing The Darkness

Things have gotten so bad that...

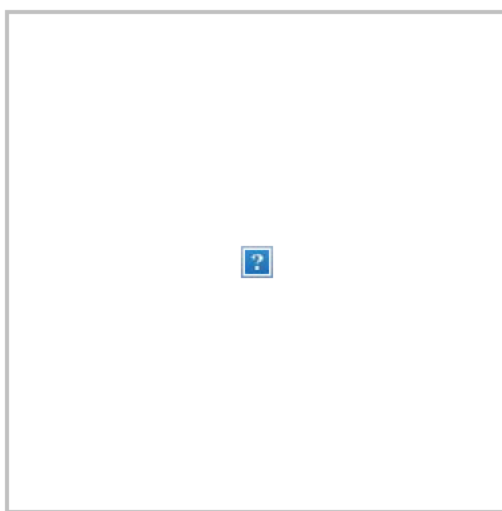
Beaudoin lamented...

“It’s the biggest killer! Yet, the gvmt’s not talking about it.”

THIS is very serious...we can’t just sit back and wait for things to get worse because there are natural ways to heal your kidney...

Even after they’ve been harmed by the deadly jabs.

Which is why my good friend, **Jonathan Landsman**, has written a BRAND-NEW book, ***25 Ways to Detox and Improve Your Kidney Function Naturally...***



To help you discover 25 ways to detox your kidneys and get rid of stubborn health problems.

[**>>> Click HERE to download your f.ree copy of *25 Ways to Detox and Improve Your Kidney Function Naturally!***](#)

Get ready to discover how you can detox and improve your kidney function naturally with...

- The delicious marvel that outperforms many prescription drugs while also protecting your cardiovascular system
- The money-saving diet tweak that reduces mortality risk by 26% in very ill people
- The dollar-a-day vitamin is desperately needed by all of us. When sick, due to this vitamin deficiency, you're at an increased risk of kidney failure
- The beneficial bacteria that reduces toxin levels in your kidneys and improves the quality of life scores, at the same time
- ***And SO. Much. More!***

And here's the best part...

When you get this gift book, you'll also get access to the ***Whole Body Detox Summit...***

Starting **Tuesday, March 4th.**

Join us on this life-changing adventure because you deserve to live your best, healthiest life.

[>>> Click HERE to download your free copy of 25 Ways to Detox and Improve Your Kidney Function Naturally!](#)

To your health,

Jonathan Otto



No longer want to receive these emails? [Unsubscribe.](#)

Health Secret LLC, 165 Ponce De Leon, Suite 201, San Juan Puerto Rico, 00917



From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch "First proposed evidence of shedding! Surprise finding for unvaxx + vaxx partners! (#167)" on YouTube
Date: Monday, March 10, 2025 2:44:27 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<https://youtu.be/rNSpFVBeRMo?si=7kKZ21YJMoGNKApW>. Please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn

From: [Dollar, Sarah](#)
To: [Dollar, Sarah](#)
Subject: FW: Watch "NIH Nominee Goes SCORCHED EARTH On Corrupt Science At Nomination Hearing! -Dr. Battacharia" on YouTube
Date: Tuesday, March 11, 2025 10:35:34 AM
Attachments: [Watch CBS Report On Flu Vaccine Was Buried Memory Holed! on YouTube.msg](#)
[Watch First proposed evidence of shedding! Surprise finding for unvaxx + vaxx partners! \(#167\) on YouTube.msg](#)
[Fwd Gvmt data shows kidney failure deaths surge among the VAXXED!.msg](#)

Sarah Dollar | Executive Assistant to the City Council
Pronouns: She/Her/Hers
CITY OF VANCOUVER, WASHINGTON
City Manager's Office (CMO)
Primary (Cell): 360-624-2949 | **Desk:** 360-487-8641
www.cityofvancouver.us

From: Wynn Grich [REDACTED]
Sent: Monday, March 10, 2025 9:59 PM
To: Rebecca Messinger <[REDACTED]>; City Council
<council@cityofvancouver.us>
Subject: Watch "NIH Nominee Goes SCORCHED EARTH On Corrupt Science At Nomination Hearing! - Dr. Battacharia" on YouTube

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

https://youtu.be/gYwzy_aauSs?si=ZcnthAUCnQyy7ysD.please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn

From: [Dollar, Sarah](#)
To: [Dollar, Sarah](#)
Subject: FW: Watch "New Film That PROVES THE TRUTH About Vaccine Injuries!" on YouTube
Date: Monday, March 10, 2025 1:33:21 PM

Sarah Dollar | Executive Assistant to the City Council
Pronouns: She/Her/Hers
CITY OF VANCOUVER, WASHINGTON
City Manager's Office (CMO)
Primary (Cell): 360-624-2949 | **Desk:** 360-487-8641
www.cityofvancouver.us

From: Wynn Grcich [REDACTED]
Sent: Friday, March 7, 2025 3:27 PM
To: Rebecca Messinger [REDACTED]; City Council
<council@cityofvancouver.us>
Subject: Watch "New Film That PROVES THE TRUTH About Vaccine Injuries!" on YouTube

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<https://youtu.be/mFWFsMjpwbG?si=84qGjUjL4LRyWsYI>. please send to council and MELNICK. Put on public record and confirm that you did.

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch ""Flu Shot Makes You MORE Susceptible to Coronavirus!– HHS Director RFK Jr." on YouTube
Date: Sunday, March 9, 2025 10:18:28 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<https://youtu.be/wQL3Zlul2mU?si=hgRHje3LVSTx-kDv> .send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch "Doctors BAFFLED By Exploding Breast Cancer Rates! Are They Really Baffled?!?" on YouTube
Date: Monday, March 10, 2025 1:09:22 PM

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https://youtu.be/E05mJAmi_8s?si=xWFwuC50tcCiviz- covid jabs and turbo cancer. Please send to council members and MELNICK. Put on public record and confirm that you did.
Thanks from Wynn

From: [Wynn Grcich](#)
To: [Reform Clark County - Rob Anderson](#); [Rebecca Messinger](#); [REDACTED]; [Cemal Richards](#); [City Council](#); [Justin Forsman](#); [Derek Kemppainen](#); [Harris, Rep. Paul](#)
Subject: Fluoride
Date: Monday, March 10, 2025 12:06:20 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Subject Good news

A sign of some progress appeared in yesterday's Wall Street Journal under the headline, "Utah to Become First State to Ban Fluoride in Public Water." I will admit I was a doubter but I have become convinced.

While Florida became the first state last year to recommend against county-level fluoridation, Utah is taking it one toothier step. Last week, Utah Governor Spencer Cox (R) said he will sign a bill banning fluoride from public water systems. "It's got to be a really high bar for me if we're going to require people to be medicated by their government," Governor Cox told ABC4-Utah.

In other words— medical freedom.

Half of Utah already does not fluoridate their public drinking water. Governor Cox said dentists in those counties reported no higher levels of tooth decay than dentists in fluoridated counties. Grocery shelves are flooded with fluoridated toothpaste for anyone who wants it. So why force everyone to drink the chemical, which is not meant to be drunk anyway?

Last September, U.S. District Judge Edward Chen issued an 80-page ruling finding that the evidence — based on 72 different studies — supported a conclusion that fluoride was possibly a neurotoxin associated with IQ loss in children. The EPA, corporate media, and dental associations reflexively dismissed the finding as another conspiracy theory and have never looked back. Please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn.

From: [Dollar, Sarah](#)
To: [Dollar, Sarah](#)
Subject: FW: Measles Without Fear | Childrens Health Defense
Date: Monday, March 10, 2025 1:32:52 PM
Attachments: [Watch Flu Shot Makes You MORE Susceptible to Coronavirus! HHS Director RFK Jr. on YouTube.msg](#)
[Fluoride.msg](#)
[Watch Doctors BAFFLED By Exploding Breast Cancer Rates! Are They Really Baffled! on YouTube.msg](#)

Sarah Dollar | Executive Assistant to the City Council

Pronouns: She/Her/Hers

CITY OF VANCOUVER, WASHINGTON

City Manager's Office (CMO)

Primary (Cell): 360-624-2949 | **Desk:** 360-487-8641

www.cityofvancouver.us

From: Wynn Gricich [REDACTED] >
Sent: Saturday, March 8, 2025 10:43 PM
To: Rebecca Messinger [REDACTED] >; City Council
<council@cityofvancouver.us>
Subject: Measles Without Fear | Childrens Health Defense

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<https://live.childrenshealthdefense.org/chd-tv/shows/good-morning-chd/measles-without-fear/?>

[utm_source=simpletexting&utm_medium=sms&utm_campaign=chdtvtxt&utm_id=20250308](https://live.childrenshealthdefense.org/chd-tv/shows/good-morning-chd/measles-without-fear/?utm_source=simpletexting&utm_medium=sms&utm_campaign=chdtvtxt&utm_id=20250308)

. Please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [City Council](#); [REDACTED] [Reform Clark County - Rob Anderson](#); [Bill Coones](#); [Cemal Richards](#); [Rebecca Messinger](#); [Vern Jeremica](#); [votebob@q.com](#)
Subject: Toxic jabs
Date: Monday, March 3, 2025 12:06:40 PM

You don't often get email from [REDACTED]. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

https://t.me/RobertKennedyJr_Official/336. It is time Melnick give the county tallies of deaths and job injuries before he starts the next pandemic. Please send this to council members put on public record. Confirm that you did. Thanks from Wynn

March 24, 2025

Council Dinner / Administrative Updates (5:30 - 6:00 PM)

State of the City Address (6:00-6:45 p.m.)

The State of the City Address began at 6:00 p.m.

Community Forum (6:45 - 8:15 p.m.)

6:45 PM

Firstenburg Community Center - 700 NE 136th Ave, Vancouver, WA

This is the place on the agenda where the public is invited to speak to Council regarding any matter. Members of the public addressing Council are requested to give their name and city of residence for the record. Speakers are to limit their testimony to a total of three minutes. Up to 90 minutes will be allotted for the Community Forum.

The March 24, 2025, City Council Community Forum was held at Firstenburg Community Center immediately following the State of the City Address from 6:45 p.m. to 8:00 p.m.

The Community Forum of the Vancouver City Council was called to order at 6:45 p.m. by Mayor McEnery-Ogle. This meeting was conducted in person.

Present: Councilmember Harless, Councilmember Perez, Councilmember Hansen, Mayor McEnery-Ogle

Absent: Councilmember Fox, Councilmember Paulsen, Councilmember Stober

During the Community Forum, the following action was taken. Discussion with community members on any topic(s) related to City business.

[Public Notice](#)

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

The written comments below are those of the submitter alone and are not representative of the views of CVTV or the City of Vancouver, its elected or appointed officials, or its employees.

Staff Report: 056-25

To: Mayor and City Council
From: City Manager
Date: April 7, 2025

Subject

Contract Award - 2025 Rose Village Curb Ramps - Bid ITB 25-13

Key Points

- Under the City's 2025 Street Preservation and Resurfacing contracts, the City is resurfacing streets with hot mix asphalt (HMA) overlay treatments and preserving streets with microsurfacing and cape seal treatments.
- Pursuant to the Federal Highway Administration (FHWA) requirements, streets receiving treatments that are considered an alteration are required to be upgraded so that existing curb ramps meet current ADA requirements. Alterations include HMA overlay treatments, cape seals and microsurfacing.
- The project includes construction curb ramps at 51 corners and 26 alleys. Approximate curb ramp locations are shown on the attached vicinity map.
- City maintenance crews do not have the available labor or equipment to do the type of work being done as part of this project.

Strategic Plan Alignment

Transportation and Mobility – a safe, future-ready and convenient transportation system

Present Situation

The City is issuing two separate curb ramp contracts this year as part of its 2025 pavement management program. These contracts include the "2025 Rose Village Curb Ramps" and the "2025 Central Curb Ramps". The purpose of splitting the work into two contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award a contract for the 2025 Rose Village Curb Ramps. A request to award a construction contract for the 2025 Central Curb Ramps will be made in a separate report.

On February 25, 2025, the City received nine bids for this subject project. The bids ranged between \$698,505 to \$1,208,770. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
NW Construction General Contracting, Inc., Battle Ground, WA	\$698,505.00

Grade Werks Excavating, LLC, Battle Ground, WA	\$713,795.00
Advanced Excavating Specialists LLC, Kelso, WA	\$715,00.00
Western United Civil Group, LLC	\$744,240.00
Halme Excavating, Inc., Battle Ground, WA	\$816,745.00
Dewitt Construction, Vancouver, WA	\$827,997.00
ATK Construction, Hubbard, OR	\$920,075.00
Slateco LLC, Woodland, WA	\$1,208,770.00
Checkpoint Concrete, LLC, Winlock, WA	\$0.00 (Non-responsive)
<i>Engineers Cost Estimate</i>	\$900,000.00

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. NW Construction General Contracting, Inc., Battle Ground, Washington has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 80 hours of apprentice time of the estimated total of 2,400 applicable labor hours for the project.

Advantage(s)

1. Will construct curb ramps in advance of the annual paving contract, which will allow the paving to be done much faster and more efficiently.
2. Will ensure that cuts in the street from ramp construction will be completed before the final paving, which will prolong the life of the new pavement.
3. Will install ADA compliant curb ramps at intersections with sidewalks but without ramps.

Challenge(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period at the various locations; however, the construction duration at each location is short, with traffic able to drive through construction zones, which will minimize the temporary inconvenience.
2. Construction will generate noise in the area; however, the contractor will not be working in one spot the entire time with all work expected to be complete within a few days at each location.

Budget Impact

The project is currently funded through the Pavement Management Program in the Street Fund (\$698,505). No additional budget appropriation is required.

Prior Council Review

None

Action Requested

On Monday, April 7, 2025, award a construction contract for the 2025 Rose Village Curb Ramps Project to the lowest responsive and responsible bidder, and authorize the City Manager, or

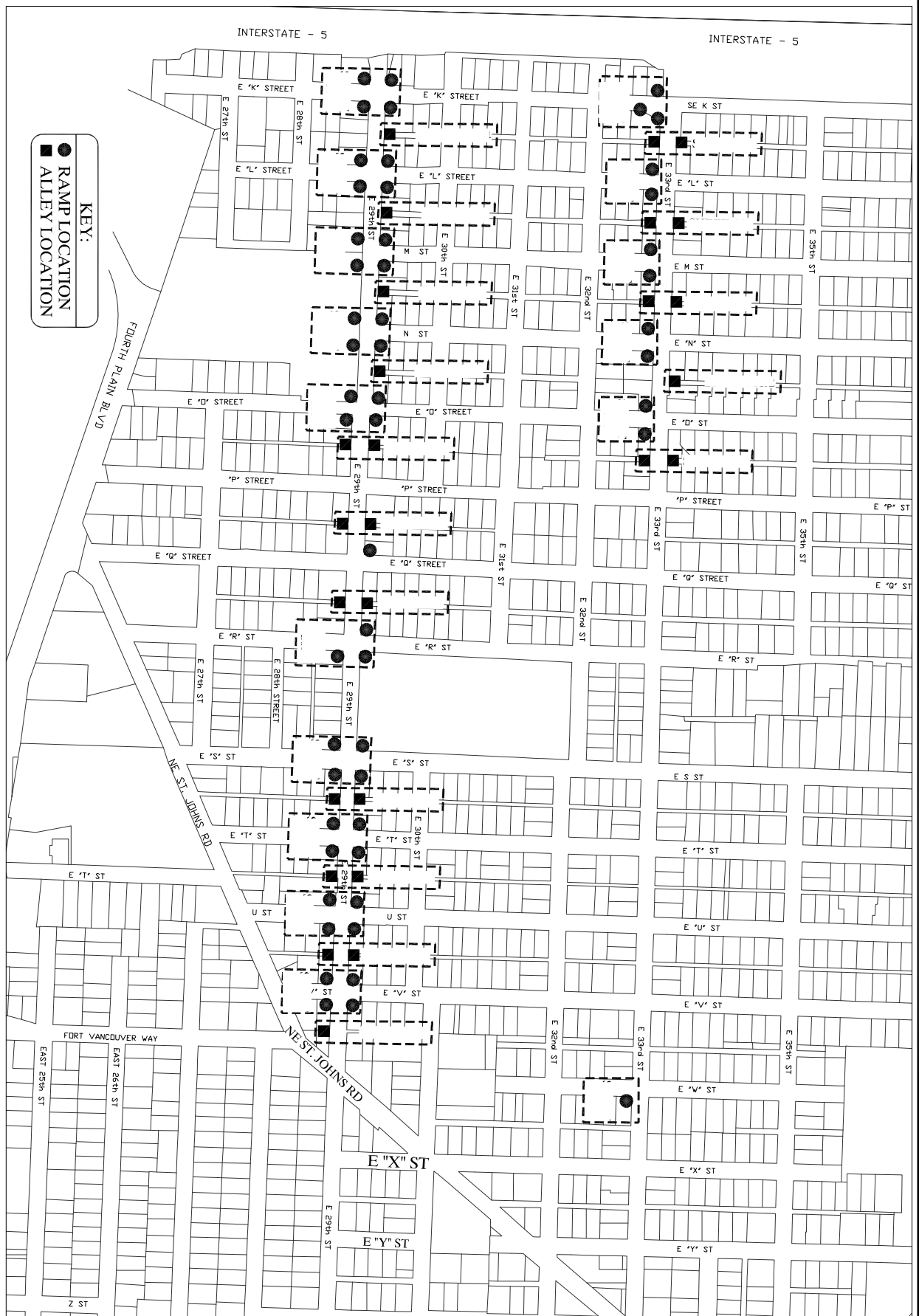
designee, to finalize and execute a contract with NW Construction General Contracting, Inc., Battle Ground, Washington at their bid price of \$698,505, which includes Washington State sales tax.

Staff Contact

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

Attachments:

1. 2025 Rose Village Curb Ramps Vicinity Map
2. Apprenticeship Utilization Plan
3. Contract



Vicinity Map

SHEET 3 OF 28 G03 ACT00693	JOB NUMBER PRJ072825 ACTIVITY Public Works	CITY OF Vancouver WASHINGTON 2025 ROSE VILLAGE CURB RAMPS	02/03/2025	FILE NAME: G03.DWG	DATE: JANUARY 2025	
				SCALE:	DESIGNED BY: JR	
				HORIZONTAL: AS SHOWN	DRAWN BY: JR	
				VERTICAL: AS SHOWN	CHECKED BY: CAS	
		DATE No.		REVISIONS		

Vancouver Apprenticeship Utilization Plan

Project Name: 2025 Rose Village Curb Ramps

Prime Contractor: NW Construction General Contracting

Solicitation No: ITB 25-13

Engineer's Estimate: \$900,000

Contract Amount: \$698,505

Required Goal: 3%

Information provided should include the prime contractor and all anticipated subcontractors. If additional subcontractors are added during the project a revised Apprenticeship Utilization Plan should be submitted.

Apprenticeship Utilization Information					
Projected Start Date (mm/dd/yy)	Name of Contractors/Subcontractor	Trade/Craft (Scope of Work)	Estimated Totals		
			Apprentice Hours	Journeyman Hours	Total Labor Hours
4/1/25	NW Construction General Contracting, Inc.	Flaggers	0	400	400
4/1/25	NW Construction General Contracting, Inc.	Laborers	48	252	300
4/1/25	NW Construction General Contracting, Inc.	Equipment Operators	0	300	300
4/1/25	NW Construction General Contracting, Inc.	Truck Driver	0	300	300
5/1/25	Hildebrand Concrete	Concrete (Labor)	24	876	900
6/1/25	Vancouver Paving	Asphalt Paving (Labor)	8	192	200
		Subtotal This Page	80	2320	2400
		Continuation Sheet			
		Grand Total	80	2320	2400


Contractor Authorized Signature

Darryl Becker, President
Print Name & Title

3.3%

Percentage Apprentice Hour Utilization

(tbd)

Approximate Apprenticeship Program Costs



**CONSTRUCTION CONTRACT # C-101927
ITB 25-13: 2025 Rose Village Curb Ramps**

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and NW Construction General Contracting, Inc., 22317 NE 72nd Ave, Battle Ground, WA 98604 (hereinafter referred to as the "Contractor"). The City and the Contractor may be collectively referred to herein as the "Parties" or individually as a "Party."

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 25-13 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on [Click here to enter a date](#) per Staff Report No. ##-##; and

WHEREAS, the Contractor represents by entering into this Contract 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 the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached an incorporated and made a part hereof, the parties hereto agree as follows:

- 1. STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This Contract provides for the improvement of curb ramps, curbs, sidewalks, excavation, minor paving, and signal systems, and other work, all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

The Contract Work shall be Physically Complete within 50 Working Days from the Notice to Proceed.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.
- 3. E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty days after execution of this Contract. Contractor shall ensure all Contractor employees and any subcontractor(s) assigned to perform work under this Contract 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.

- 4. CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTOR:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all federal, state and municipal laws, rules and regulations whatsoever.

At any time of the subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

- a. Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal.
 - b. Have a current Washington Unified Business Identifier (UBI) number.
 - c. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350.
 - d. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48 or 49.52 RCW.
 - e. If applicable, have:
 - i. Industrial Insurance (worker's compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW.
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW.
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW.
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 - f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) \$698,505.00 USD.

The amount finally to be paid is, however, variable upon the Work actually performed, and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid as modified by any and all approved Change Orders.

- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

The City of Vancouver may inspect all policies, and copies shall be provided to the City upon request. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The City reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insured. The required Additional Insured endorsements shall be at least as

broad as ISO 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.

- b. Either the Commercial General Liability or the Worker's Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
 - c. Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
 - d. The City of Vancouver shall be listed on the Certificate as Certificate Holder.
 - e. Cover Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.
 - f. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages required for Commercial General Liability and Auto Liability. Upon request of the City, the Contractor shall provide evidence of such insurance.
 - g. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date. The Contractor shall provide the City and all Additional Insured with written notice of any policy cancellation, within two business days of their receipt of such notice.
 - h. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, suspend work or terminate the contract.
 - i. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.
8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City a Performance Bond and a Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, especially with the provisions of Chapter 39.08 RCW.
9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either

party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.

10. GOVERNING LAW/VENUE: This Contract 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. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.

11. EMPLOYMENT OF LABOR: The Contractor agrees that all persons employed by the Contractor and by any of its subcontractor and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any day, except as provided or allowed by Chapter 49.28 RCW and WAC 296.127 and any amendment thereto.

12. PAYMENT OF LABOR: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing wage rate for an hour's work, in accordance with the provisions of Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

In case any dispute arises as to what the prevailing rate of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

13. PAYMENT TO THE CONTRACTOR: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any of any overages paid in error by the City.

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contract, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and

Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 14. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

In the event that any suit based on such a claim, demand, loss, damage, cost or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City by an employee of the Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to worker's compensation statute, Title 51 RCW. 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. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. The Contractor specifically acknowledges that 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.

- 15. 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 Contract, 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 or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

- 16. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 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 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 Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

- 17. COOPERATIVE PURCHASING:** The Washington State interlocal Cooperation Act, Chapter 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 incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under

solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

- 18. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 19. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 20. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington [Business License Service website](#) or by phone at 800-451-7985, or the [City's website](#) to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 21. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for the City and are not employees of the City; shall not as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 22. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 23. TERMINATION FOR CONVENIENCE:** 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 Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

- 24. TERMINATION FOR CAUSE:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate or suspend this Contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

- 25. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by the City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions

of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the city from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to, termination of this Contract for convenience.

- 26. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 27. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. 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 Contract.
- 28. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 29. DEBARMENT:** The Contractor certifies that 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.
- 30. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation and benefits, including apprenticeship.
- 31. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors and assigns.
- 32. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 33. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,

3. Contractor's Bid including all Addenda to the Solicitation,
4. Special Provisions,
5. Contract Plan Set,
6. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
7. City of Vancouver Standard Plans,
8. WSDOT Standard Specifications,
9. WSDOT Standard Plans.

On the Contract Plans, Working Drawings and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications and standards, the reference shall be construed to mean the code, rule, specification or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

34. NOTICES: All notices which are given or required to be given pursuant to this Contract shall be hand delivered, mailed postage paid or sent by electronic mail as follows:

For the City:
 Anna Vogel
 City of Vancouver
 415 W 6th Street
 P O Box 1995
 Vancouver WA 98668-1995
anna.vogel@cityofvancouver.us

For the Contractor:
 Darryl Becker
 NW Construction General Contracting, Inc.
 22317 NE 72nd Ave.
 Battle Ground, WA 98604
Darryl@nwconstruction-inc.com

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Contract, as of the dates set forth below.

CITY OF VANCOUVER
 A municipal corporation

CONTRACTOR:
 Company Name

 Lon Pluckhahn, City Manager

 Signature

 Date

 Printed Name /Title

Attest:

 Date

 Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

Staff Report: 057-25

To: Mayor and City Council
From: City Manager
Date: April 7, 2025

Subject

Contract Amendment - 2024 Crack Sealing and Mastic Repairs Project - C-101637

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preservation contracts are the primary way that the streets get curb to curb work done on them.
- The project includes crack sealing approximately 92 lane miles of streets.
- Crack sealing is one of the most "cost effective" methods for extending pavement life.
- City maintenance crews do not have adequate staff to do the quantity of work needed for this project. This would be in addition to the work they are already doing.

Strategic Plan Alignment

Transportation and Mobility – a safe, future-ready and convenient transportation system

Present Situation

This project is being constructed as part of the 2025 pavement management program. This project involves crack sealing streets that will receive preservation treatments including slurry seals, AR chip seals, microsurfacing, and cape seals this summer. Pavement cracks need to be sealed before these treatments can be applied to the street. The project also involves crack sealing additional streets that will receive preservation treatments in future years. Crack sealing extends pavement life by keeping water out of the cracks resulting in less pavement deterioration during freeze/thaw events. Mastic repairs will be performed on cracks and holes wider than one inch.

The City received bids for the 2024 Crack Sealing and Mastic Repairs project on April 16, 2024. The project was awarded to BCV Inc, of Wenatchee, Washington. The City reserved the right to extend the contract for up to two additional one-year periods with the same terms and conditions and the option to review unit prices for adjustment due to inflation and amount of work.

At the end of 2024, the City discussed a contract extension with BCV, Inc. and both parties decided it was in our best interests to do so. On March 12, 2025, the City received an updated price from BVC Inc to do this year's crack sealing for \$432,950.

Advantage(s)

1. Would result in improved pavement on approximately 92 lane miles of City streets in Vancouver, protecting the City's investment in its street network.
2. The City would maximize use of limited funds and save on administrative costs and time during the bidding process by extending the contract.
3. Would reduce overall maintenance costs on City streets as well as extend the life of the

pavement before more costly treatments are required.

Challenge(s)

1. Neighborhood residents, businesses and local traffic would be inconvenienced during the construction period at the various locations; however, the construction duration at each location would be short, with traffic able to drive over crack sealed areas almost immediately. Traffic would need to avoid driving over areas that are repaired with mastic until it sets up. This takes about 30 minutes, but these areas would be marked with traffic cones.
2. Construction would generate noise in the area; however, the contractor would not be working in one spot the entire time with all work expected to be complete within a few days at each location.

Budget Impact

The project is funded through the Pavement Management Program in the Street Fund (\$432,950). No additional budget appropriation is required.

Prior Council Review

None

Action Requested

On Monday, April 7, 2025, authorize the City Manager, or designee, to finalize and execute a contract amendment for the BCV Inc, of Wenatchee, Washington construction contract for the 2024 Crack Sealing and Mastic Repairs for one additional year for their adjusted bid price of \$432,950, which includes Washington State sales tax.

Staff Contact

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

Attachments:

1. Contract Amendment
2. Original Contract

CONTRACT #C-101637

AMENDMENT No. 1

ITB 24-26: CRACK SEALING AND MASTIC REPAIRS

This Agreement amends the public works Contract number C-101637 by and between the City of Vancouver, hereinafter referred to as "City", and BCV, Inc., hereinafter referred to as "Contractor", whose address is PO Box 2898, Wenatchee, WA 98807 for services offered.

This amendment amends the original Contract as follows:

1. This Work shall be performed on the streets listed in herein and by reference made part of this Amendment "2025 Crack Sealing and Mastic Repairs Proposal" and as shown on herein attached "2025 Crack Sealing Streets" and "2025 Crack Sealing Area Street Maps."
2. Compensation for work performed shall be calculated based on updated pricing contained in herein attached document and hereby reference made part of this Amendment "2025 Crack Sealing and Mastic Repairs Proposal."
3. Total compensation to Contractor for above work performed shall not exceed \$432,950.00 as detailed in herein attached spreadsheet and hereby reference made part of this Amendment. Any changes must be approved by written change order on City authorized forms and signed by all parties.
4. The following special conditions shall apply to work performed under this Amendment. In case of conflict these special conditions shall apply.
 - a. This project shall be physically completed within *** 35 *** Working Days. Work on streets shown on Area Maps 1-10 shall begin within 10 days from the Notice to Proceed Date, and shall be complete by June 20, 2025.

A site-specific traffic control plan must be reviewed and approved by City staff prior to work on streets shown on Area Maps 27 and 28. Work in these two areas shall be complete by July 7, 2025.

Work on streets shown on Maps 11 - 26 shall not begin until September 1, 2025 unless notified otherwise by the Engineer. No working days will be charged from the date of completion of work on streets shown on Maps 1-10, 27 and 28 until the start of work on streets Maps 11-26.

5. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

BCV, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

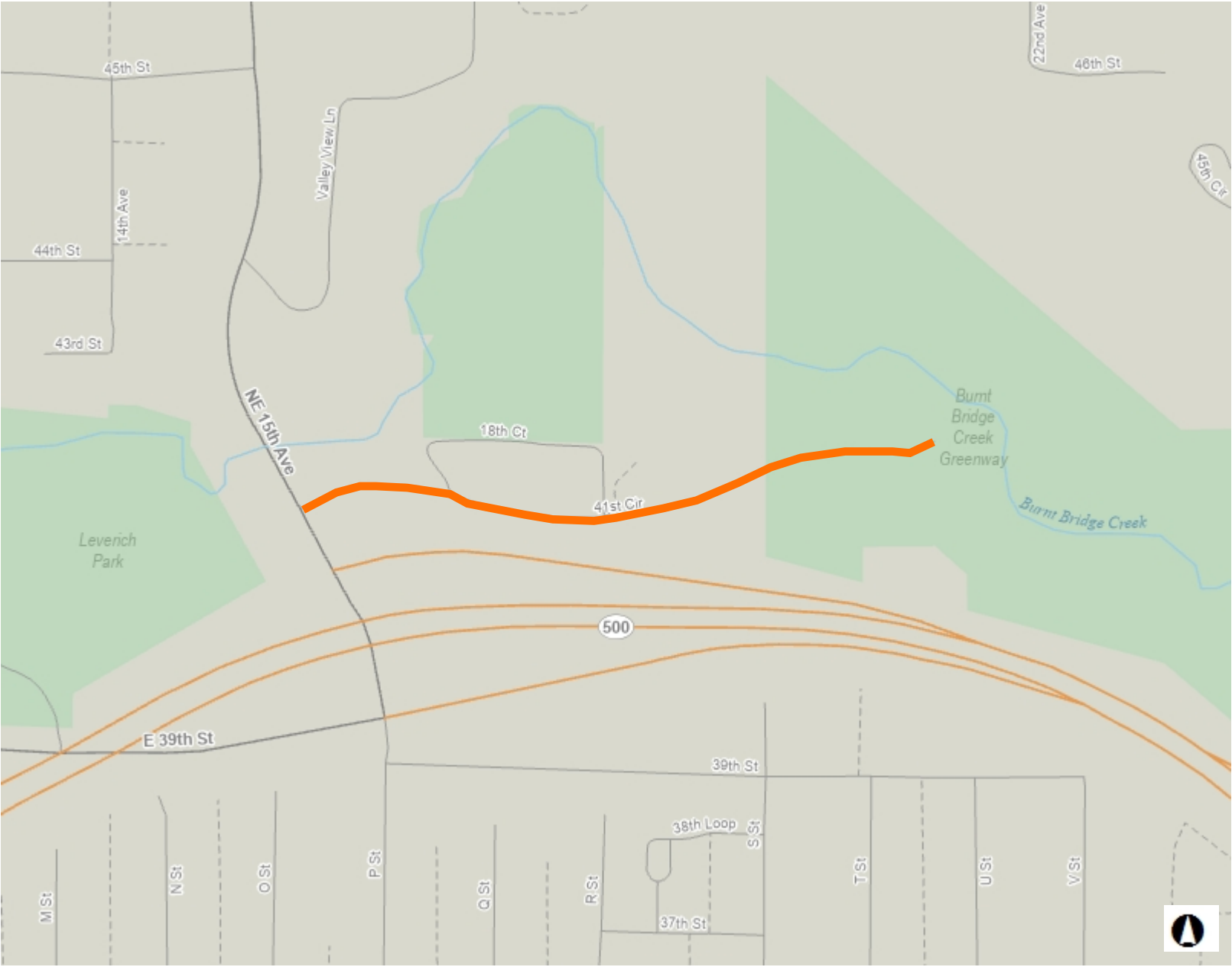


2025 Crack Sealing and Mastic Repairs Proposal

Base Bid: Includes all the work.

Item No.	WSDOT Section	Approx. Quantity	Unit	DESCRIPTION	Unit Price	Total Price
1A	1-10.5	1	LS	Project Temporary Traffic Control	\$3,500.00	\$3,500.00
2A	1-10.5	1,000	HR	Flaggers	\$70.00	\$70,000.00
3A	5-03.5*	595,000	LF	Crack Sealing	\$0.56	\$333,200.00
4A	5-03.5*	7,500	LB	Mastic Repair	\$3.50	\$26,250.00
					Total Price	\$432,950.00

Map #1 - City of Vancouver 2025 Crack Sealing - West Minnehaha Neighborhood

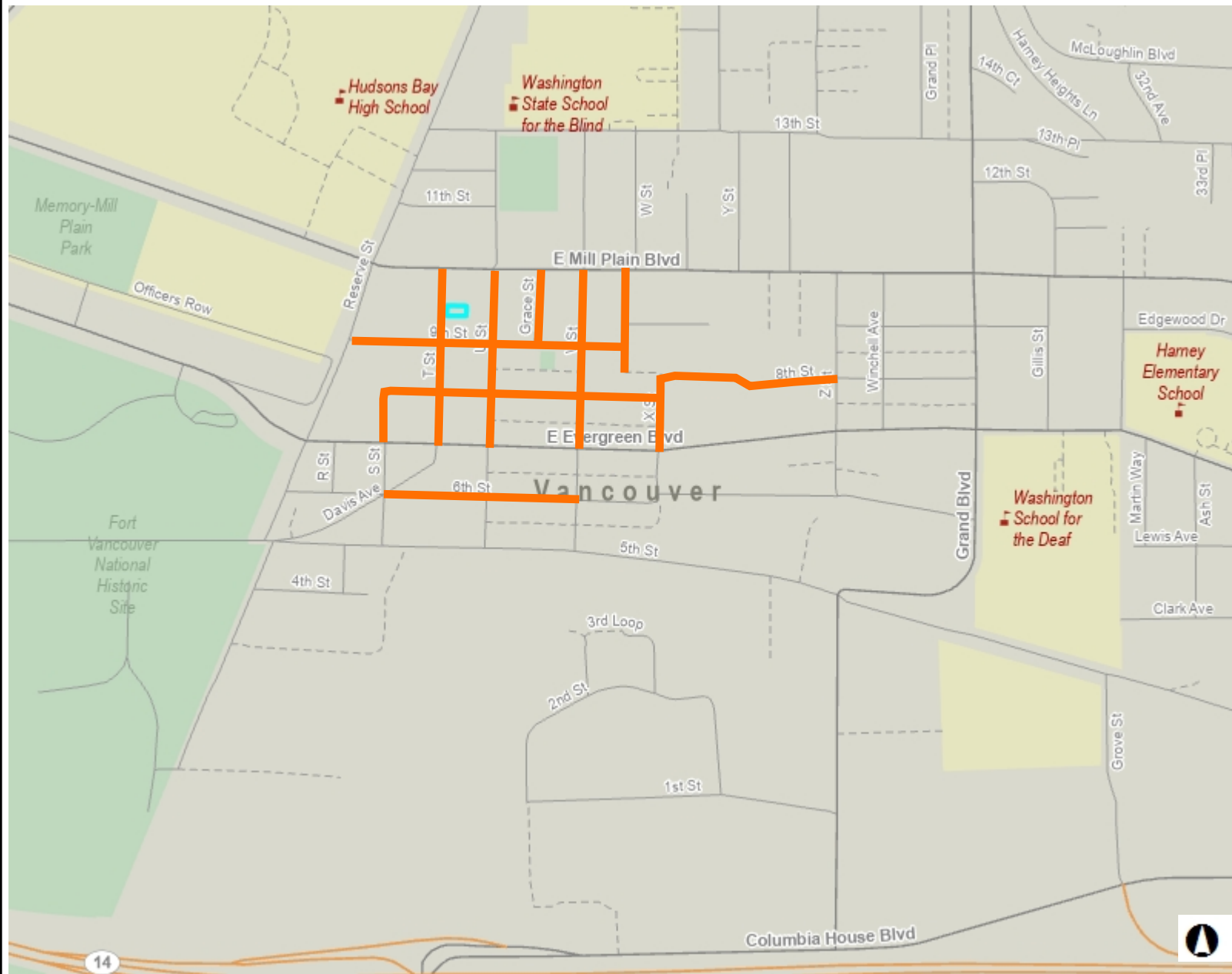


Notes:

- 1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
- 2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

 = Crack Seal Street to Receive a Slurry Seal

Map #2 - City of Vancouver 2025 Crack Sealing - Hudson's Bay Neighborhood



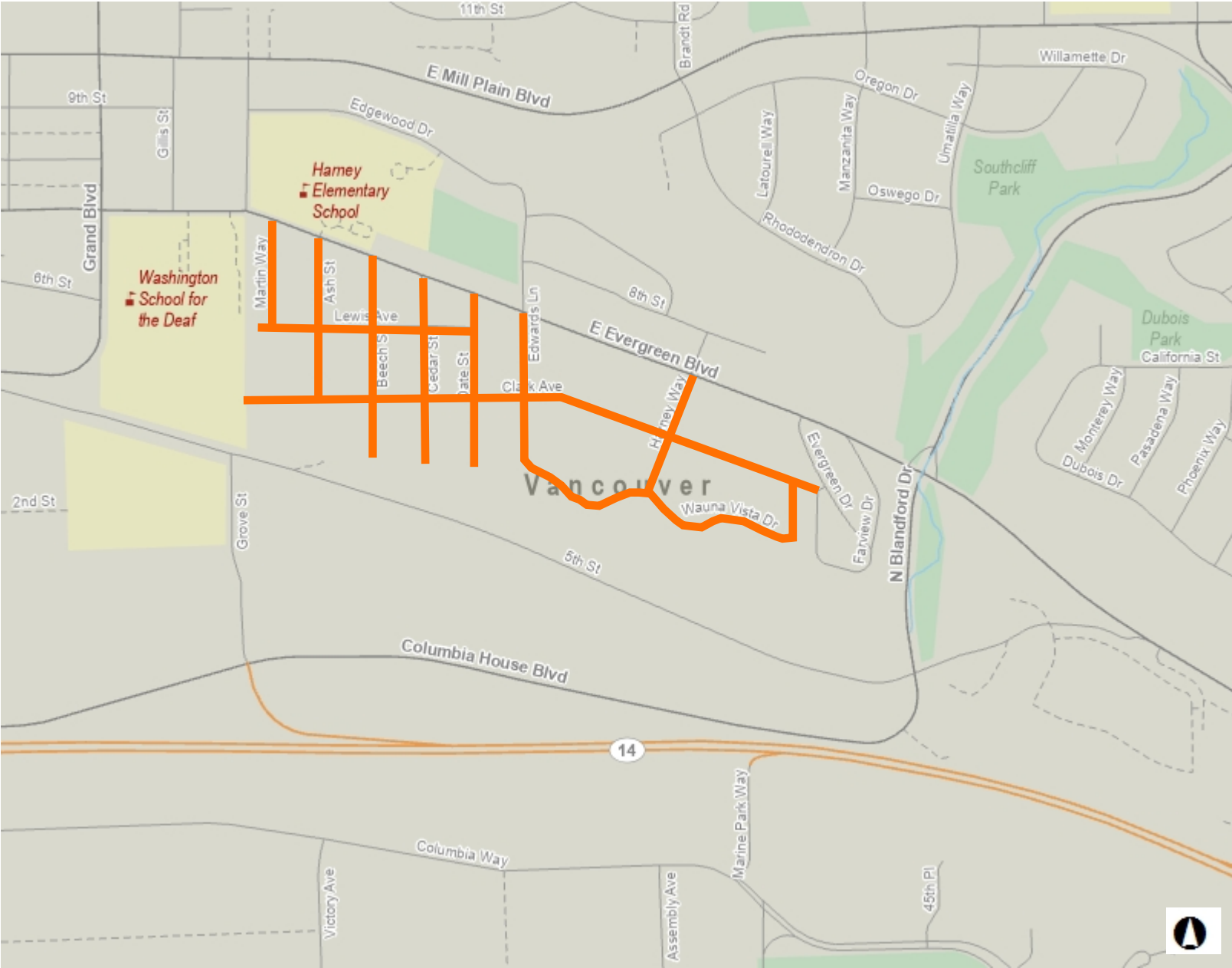
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

 = Crack Seal Street to Receive a Slurry Seal



Map #3 - City of Vancouver 2025 Crack Sealing -Edgewood Park Neighborhood

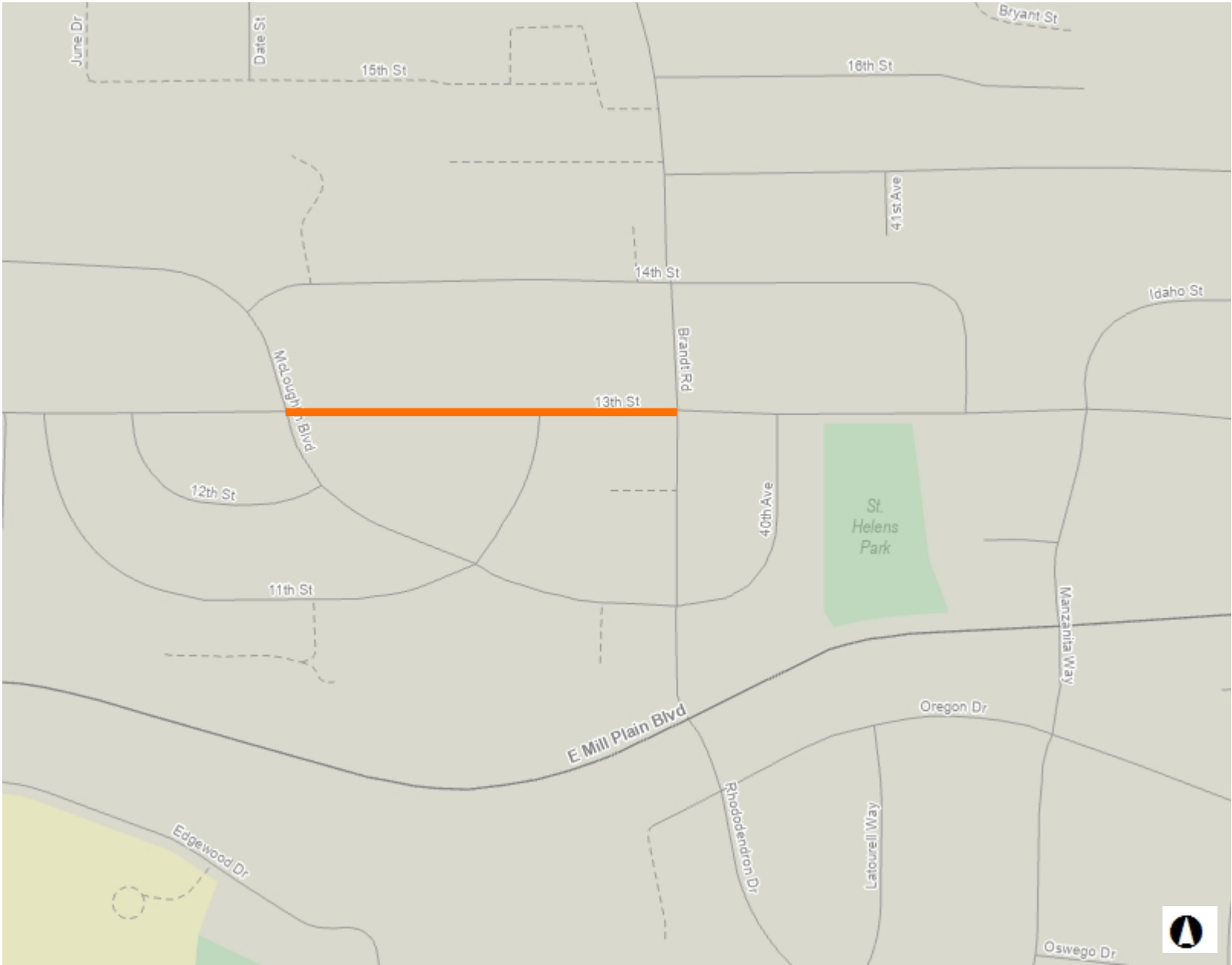


Notes:

- 1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
- 2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

 = Crack Seal Street to Receive a Slurry Seal

Map #4 - City of Vancouver 2025 Crack Sealing - Harney Heights Neighborhood

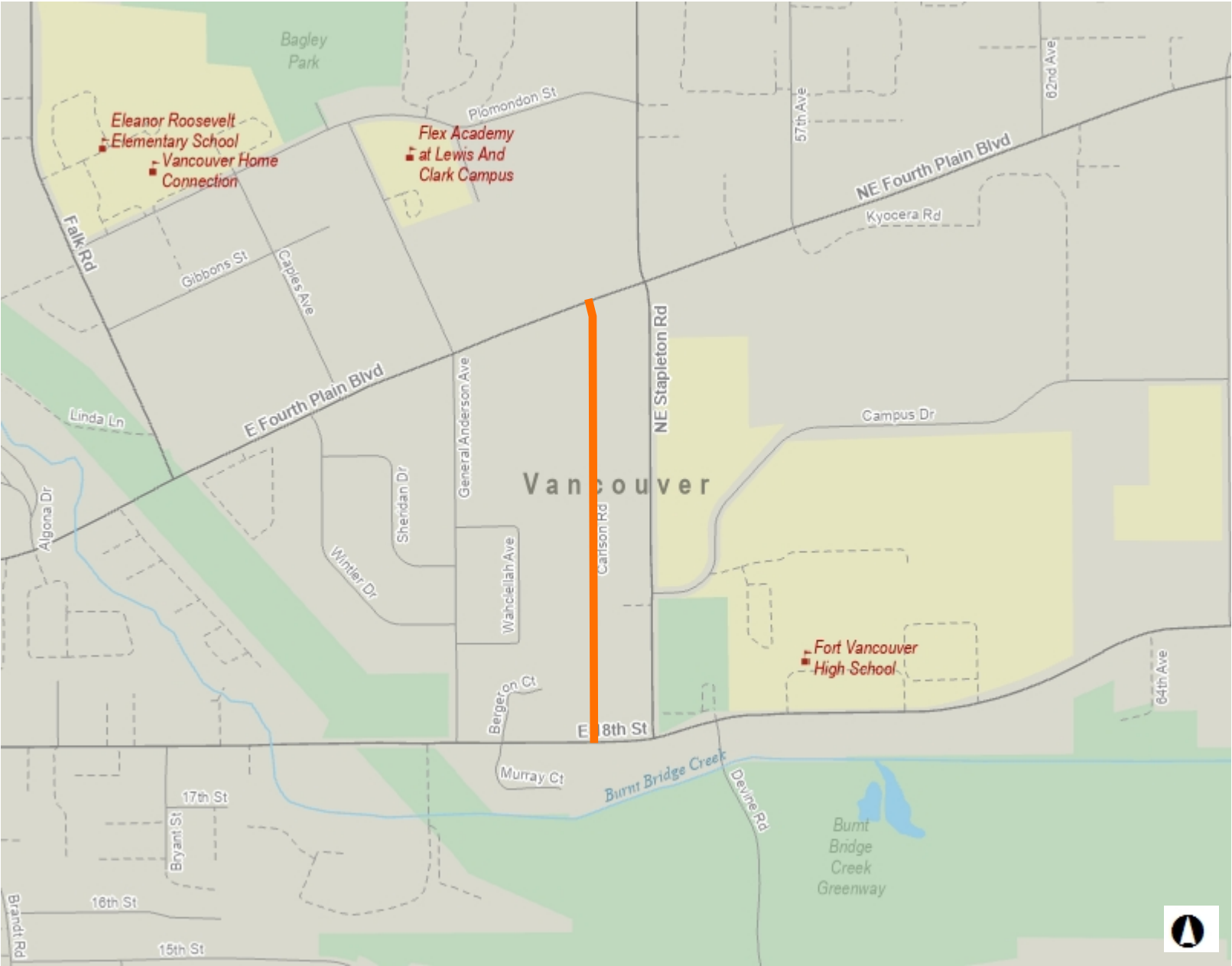


Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

 = Crack Seal Street to Receive a Slurry Seal

Map #5 - City of Vancouver 2025 Crack Sealing - Meadow Homes Neighborhood



Notes:

- 1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
- 2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

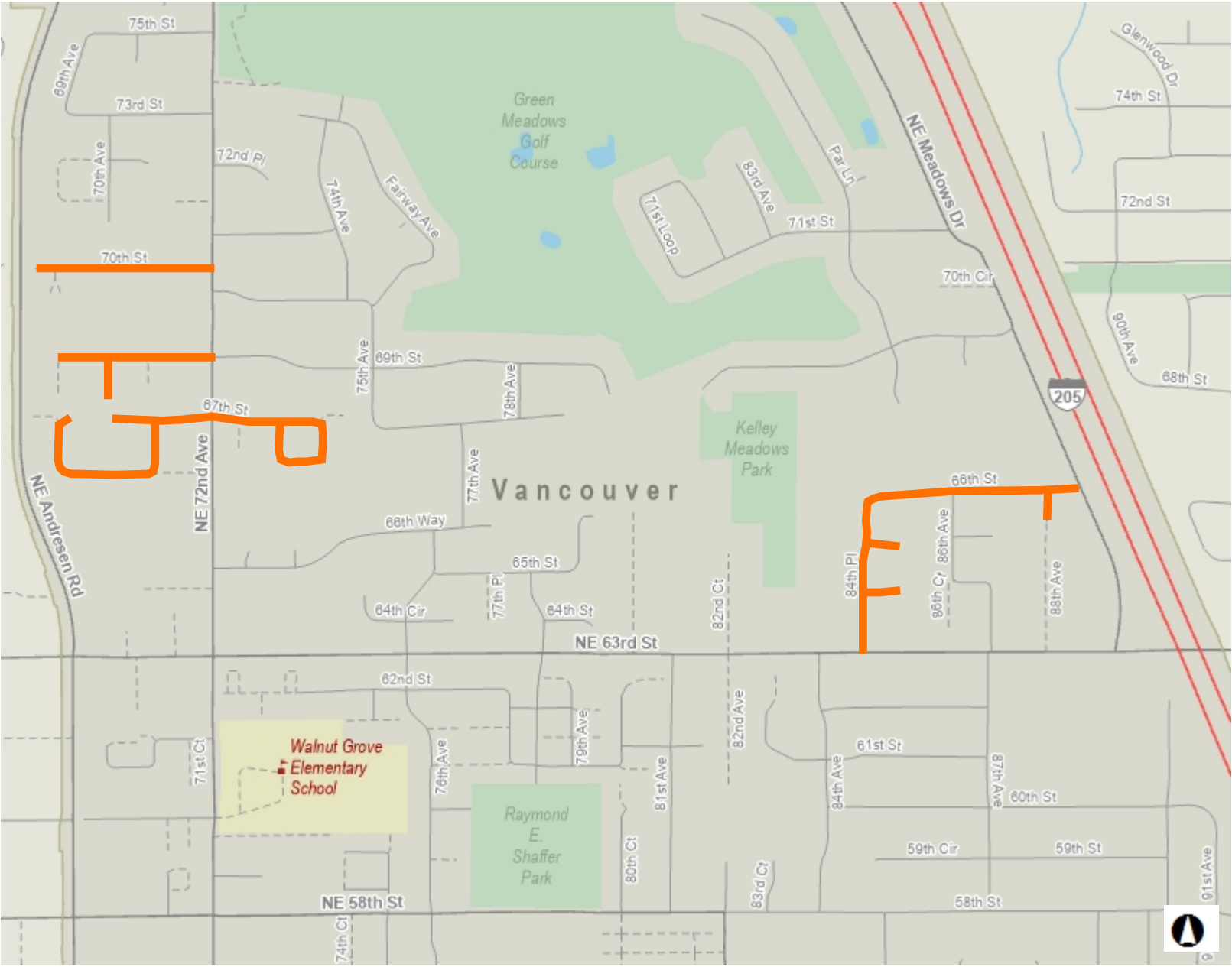
 = Crack Seal Street to Receive a Slurry Seal

Map #6 - City of Vancouver 2025 Crack Sealing - Green Meadows Neighborhood



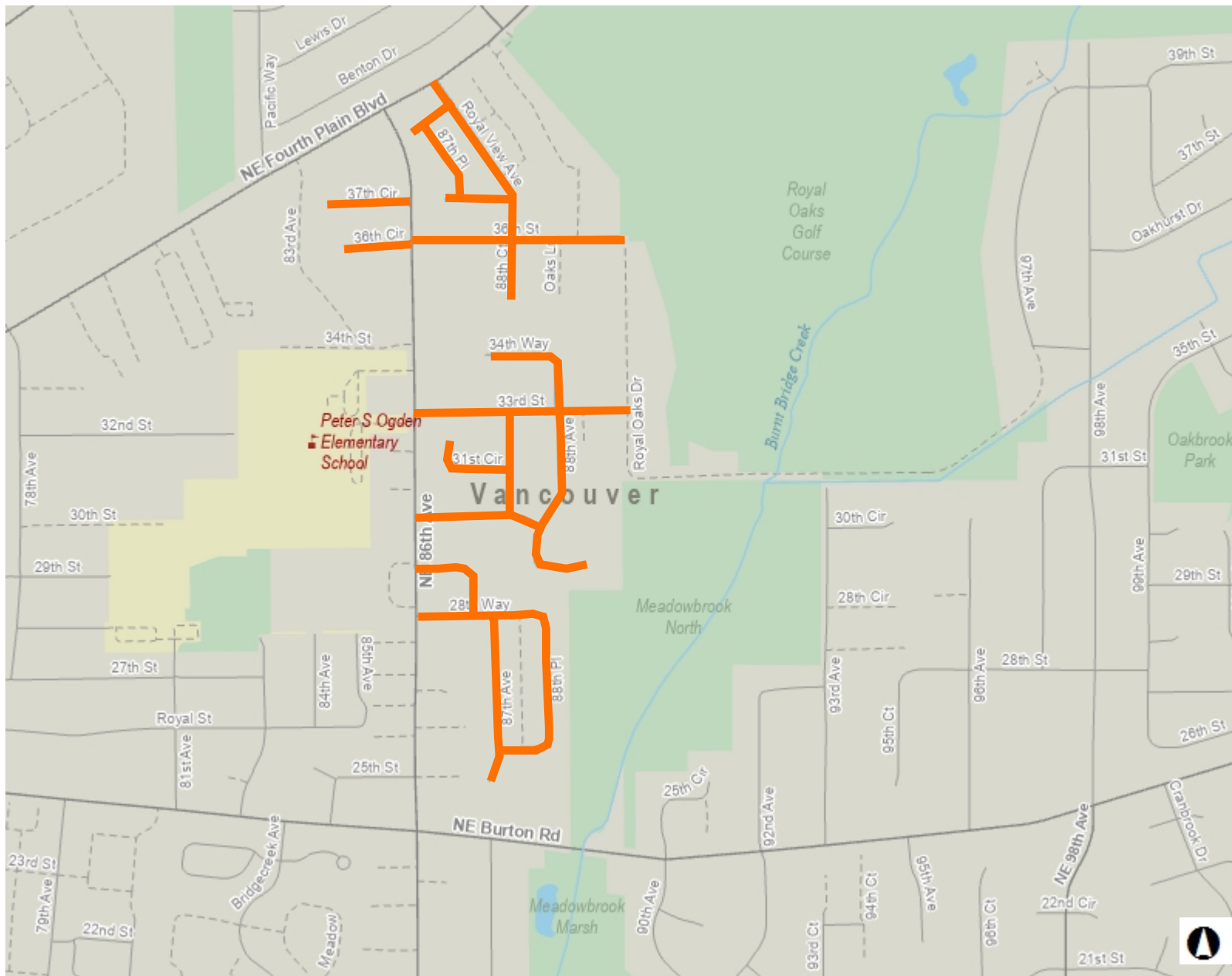
Notes:

- 1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
- 2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.



Orange line = Crack Seal Street to Receive a Slurry Seal

Map #7 - City of Vancouver 2025 Crack Sealing - Ogden Neighborhood (North)



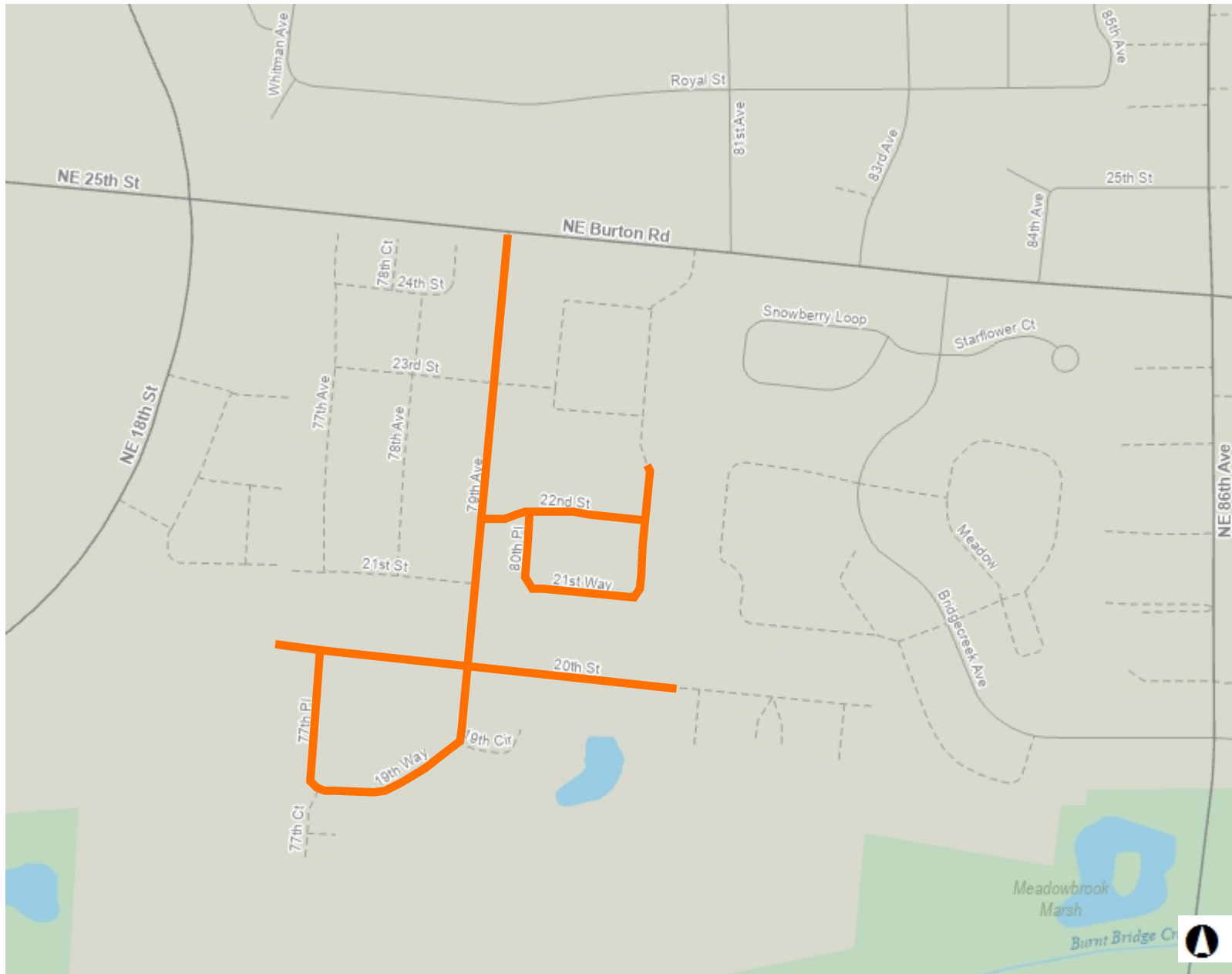
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

 = Crack Seal Street to Receive a Slurry Seal



Map #8 - City of Vancouver 2025 Crack Sealing - Ogden Neighborhood (South)

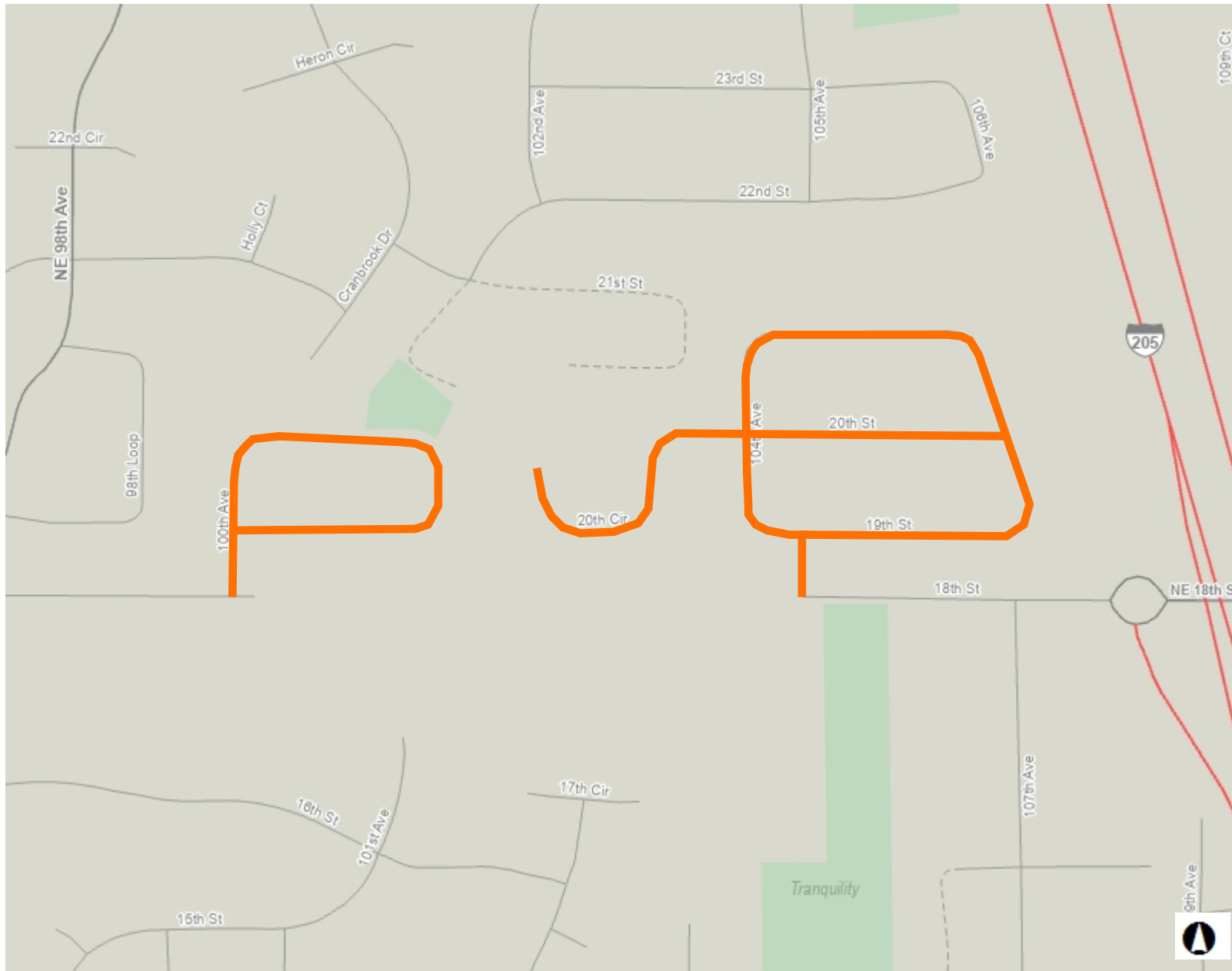


Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

 = Crack Seal Street to Receive a Slurry Seal

Map #9 - City of Vancouver 2025 Crack Sealing - Burton Ridge Neighborhood

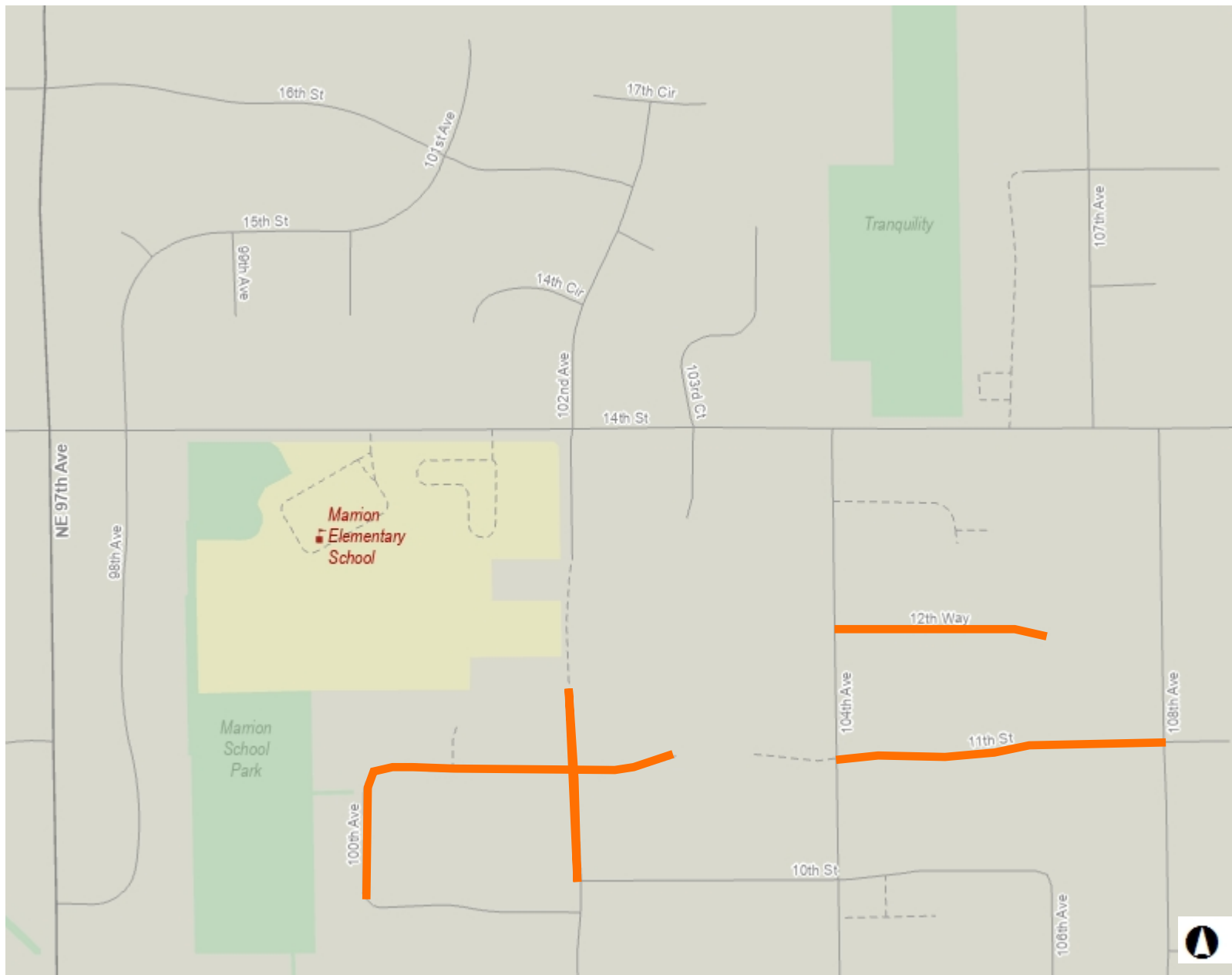


Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

 = Crack Seal Street to Receive a Slurry Seal

Map #10 - City of Vancouver 2025 Slurry Seals - Marrion Neighborhood

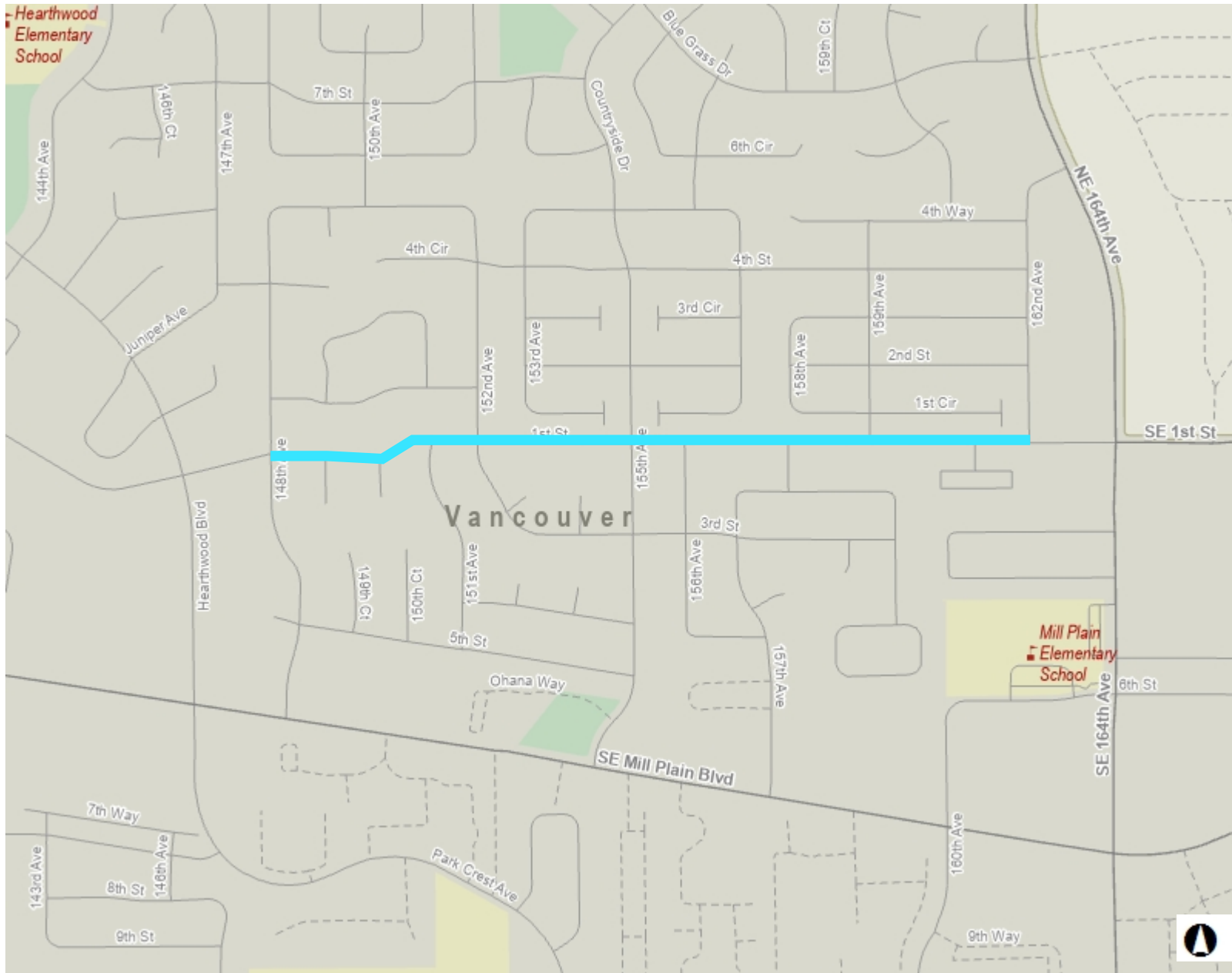


Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

 = Crack Seal Street to Receive a Slurry Seal

Map #11 - City of Vancouver 2025 Crack Sealing - SE 1st St



Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

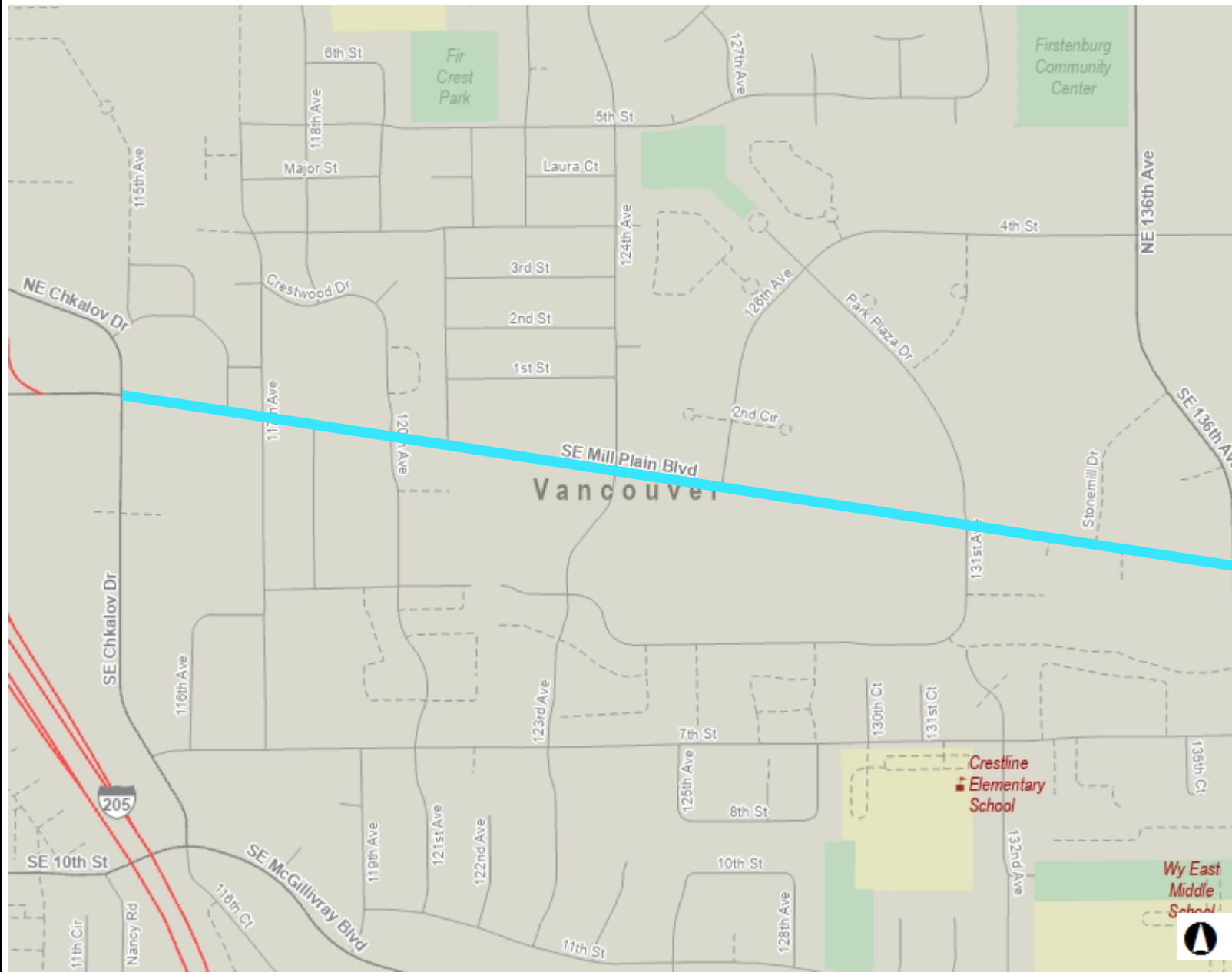
 = Crack Seal Street to Receive a Type 3 Micro

Map #12 - City of Vancouver 2025 Crack Sealing - SE Mill Plain Blvd



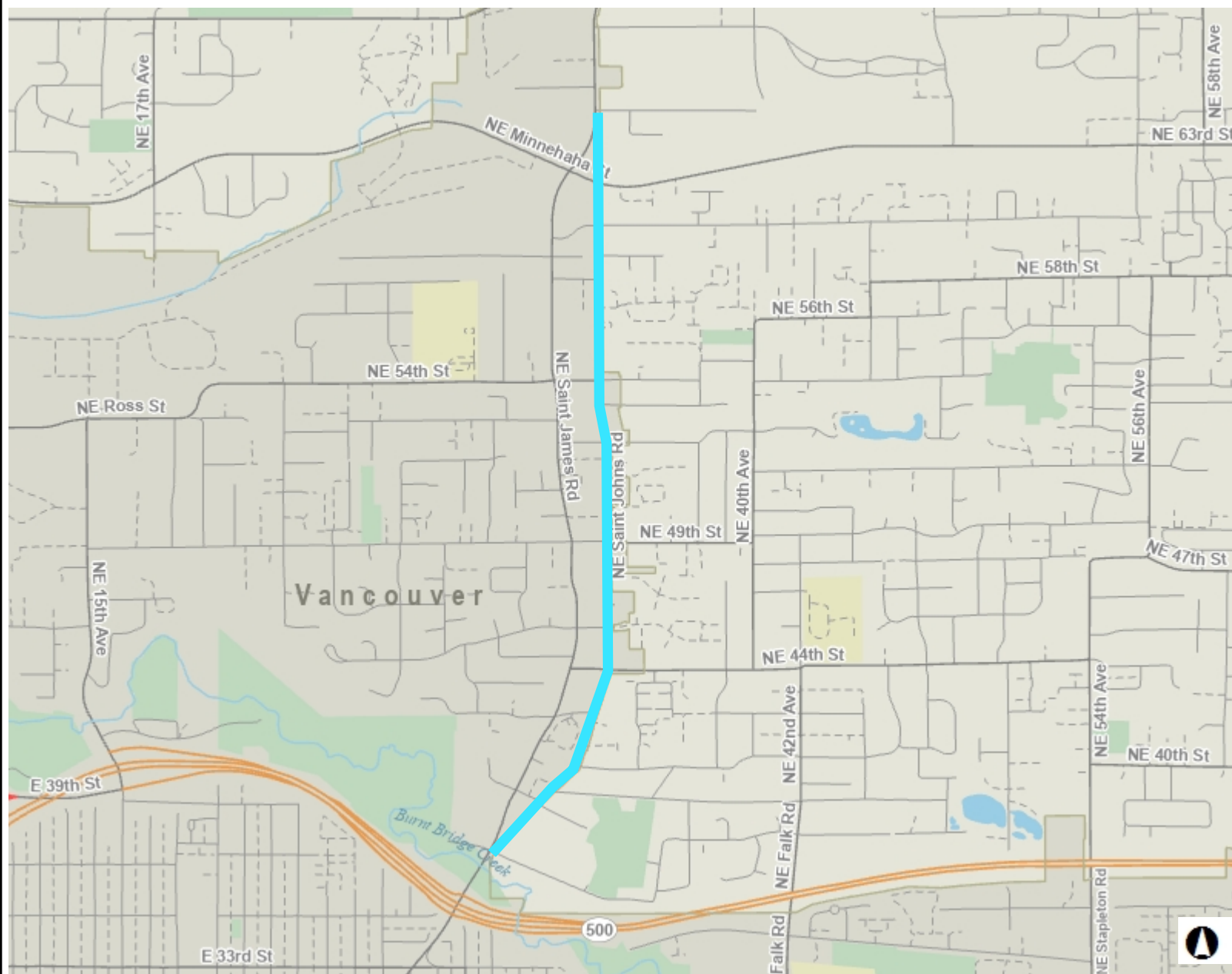
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.



 = Crack Seal Street to Receive a Type 3 Micro

Map #13 - City of Vancouver 2025 Crack Sealing - NE St Johns Rd

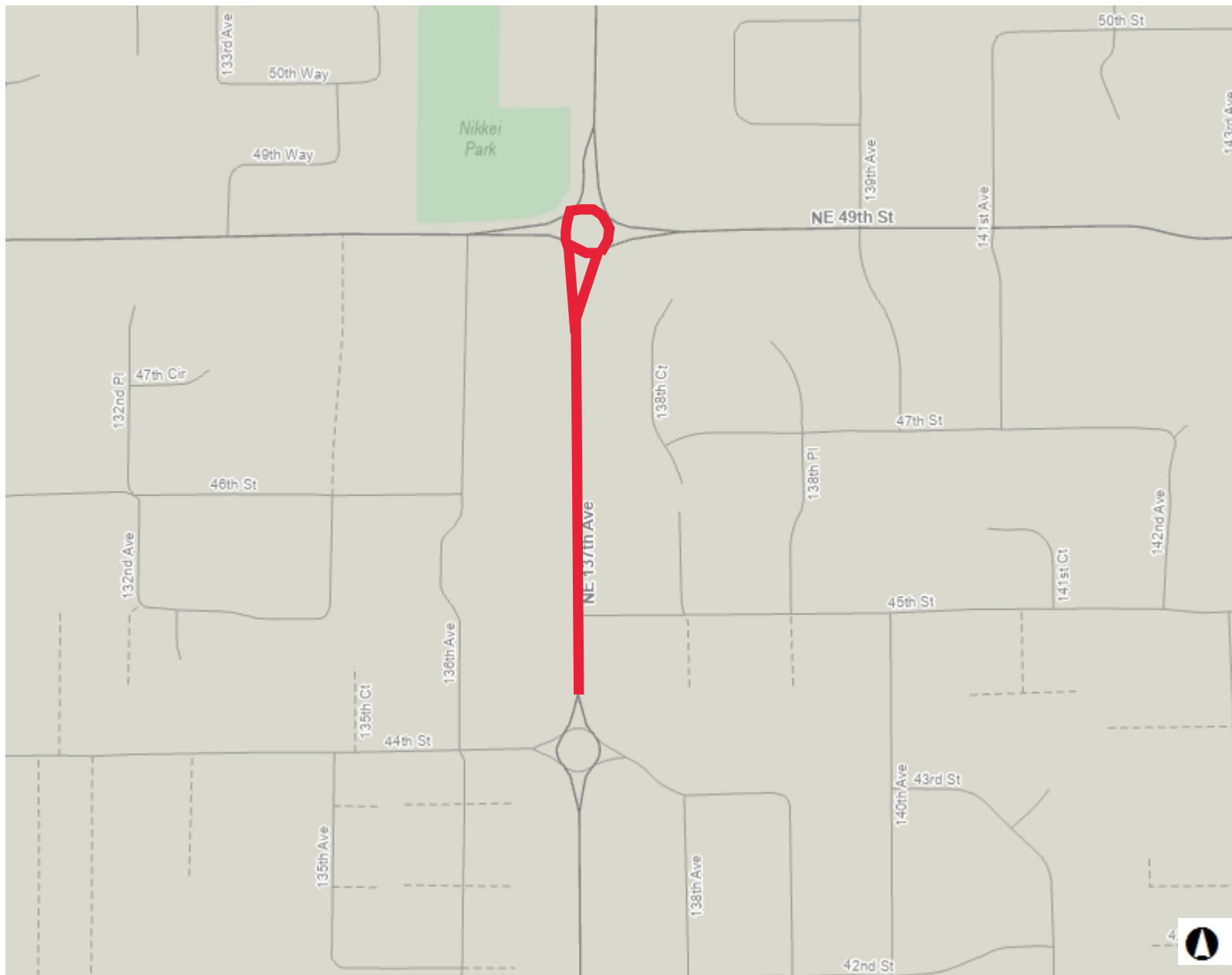


Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

 = Crack Seal Street to Receive a Type 3 Micro

Map #14 - City of Vancouver 2025 Crack Sealing - NE 137th Ave



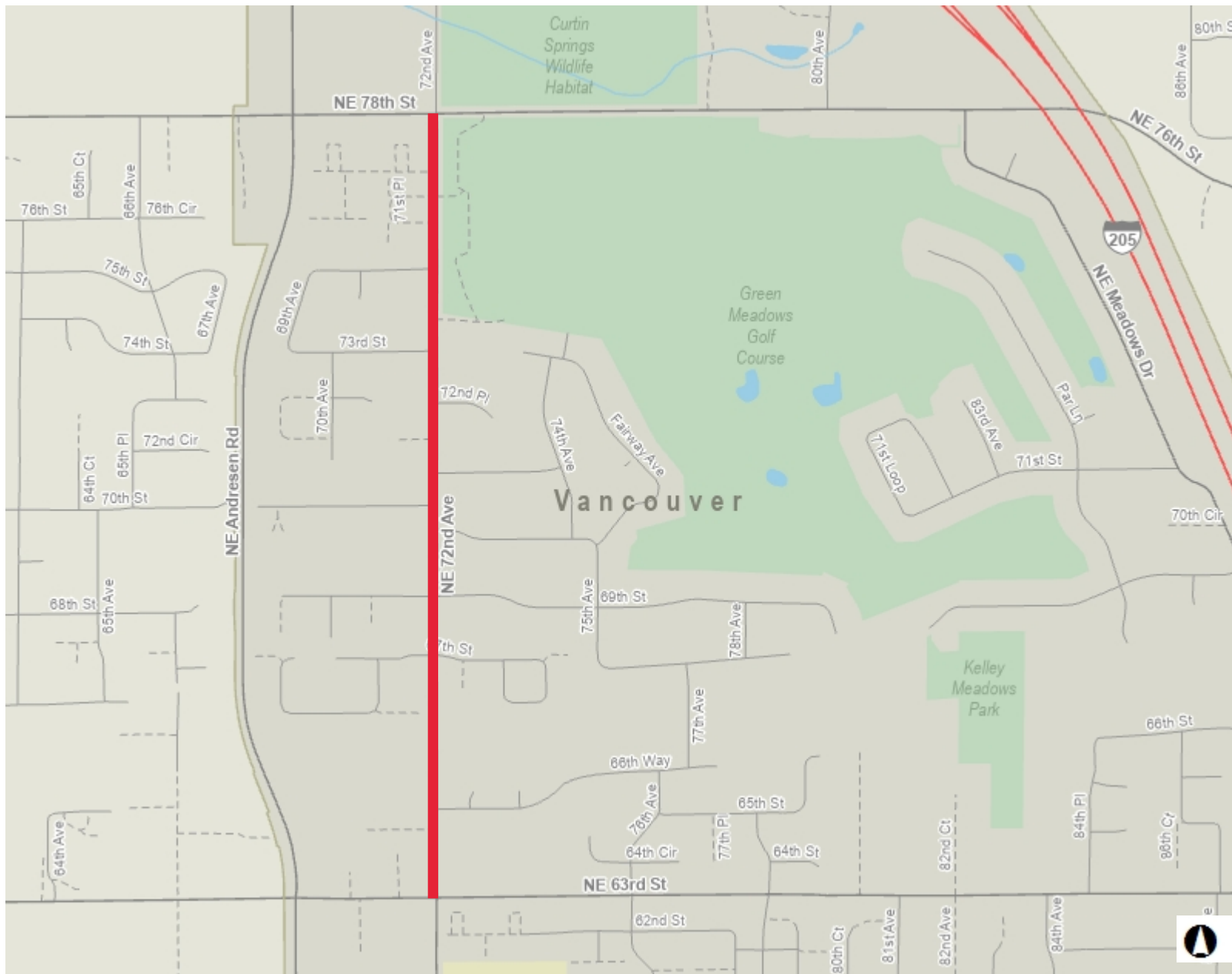
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

 = Crack Seal Only, No Additional Street Preservation Work



Map #15 - City of Vancouver 2025 Crack Sealing - NE 72nd Ave

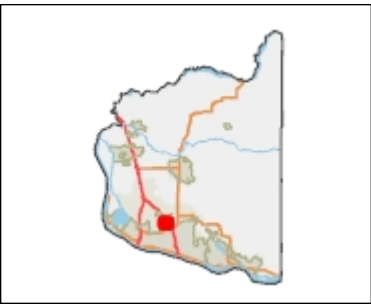


Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

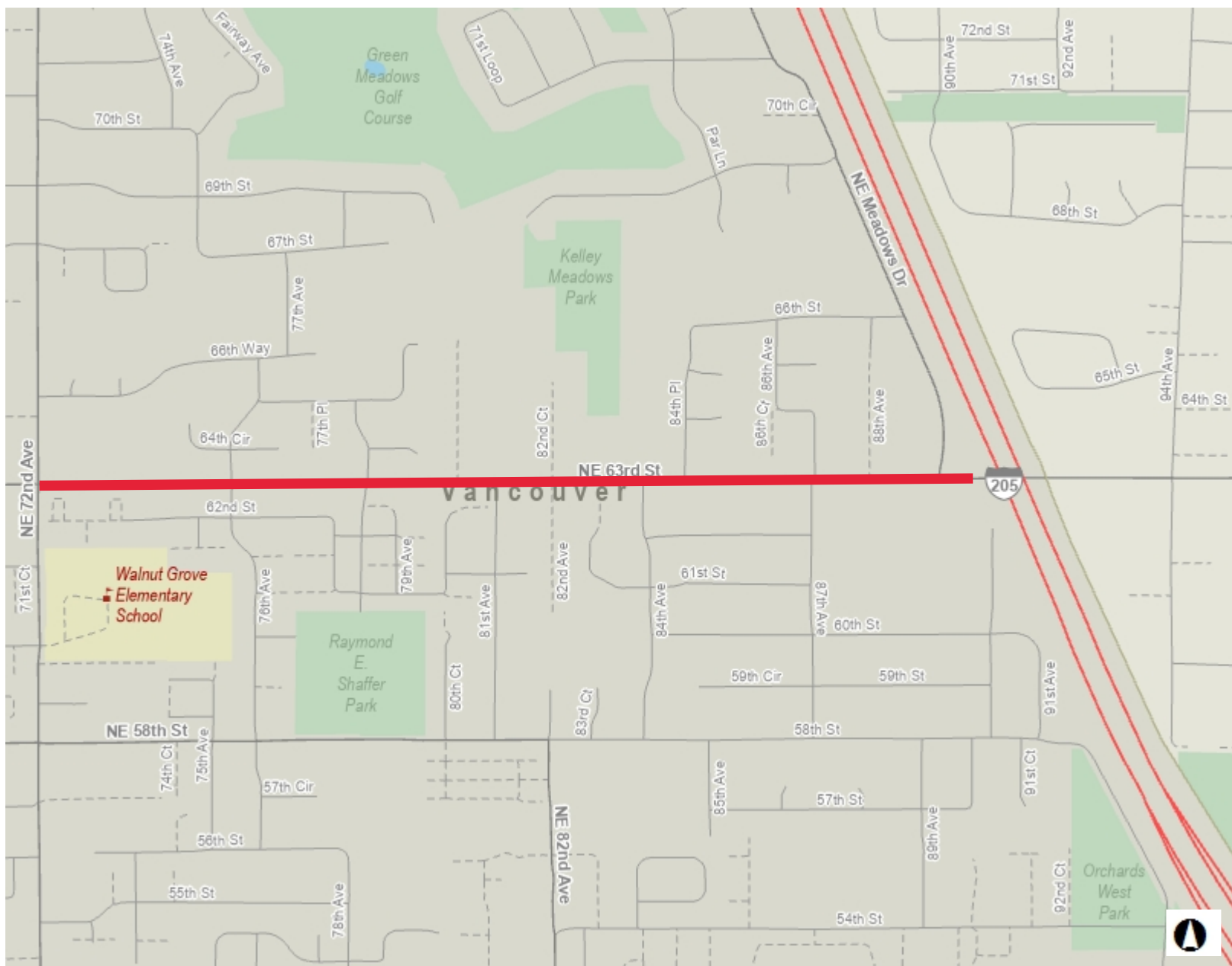
 = Crack Seal Only, No Additional Street Preservation Work

Map #16 - City of Vancouver 2025 Crack Sealing - NE 63rd St



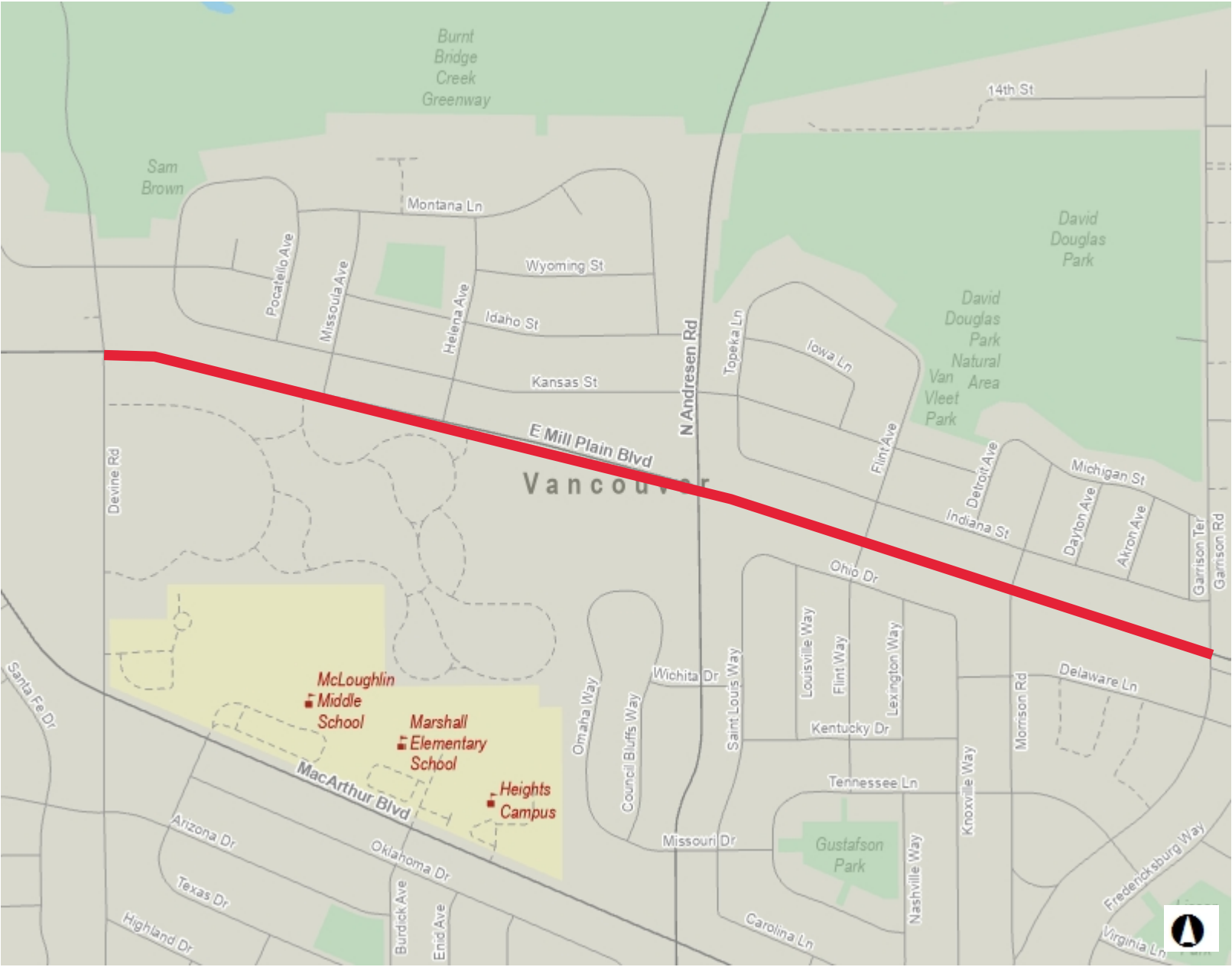
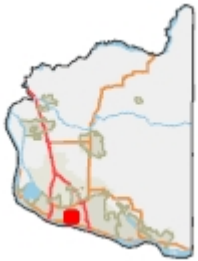
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.



 = Crack Seal Only, No Additional Street Preservation Work

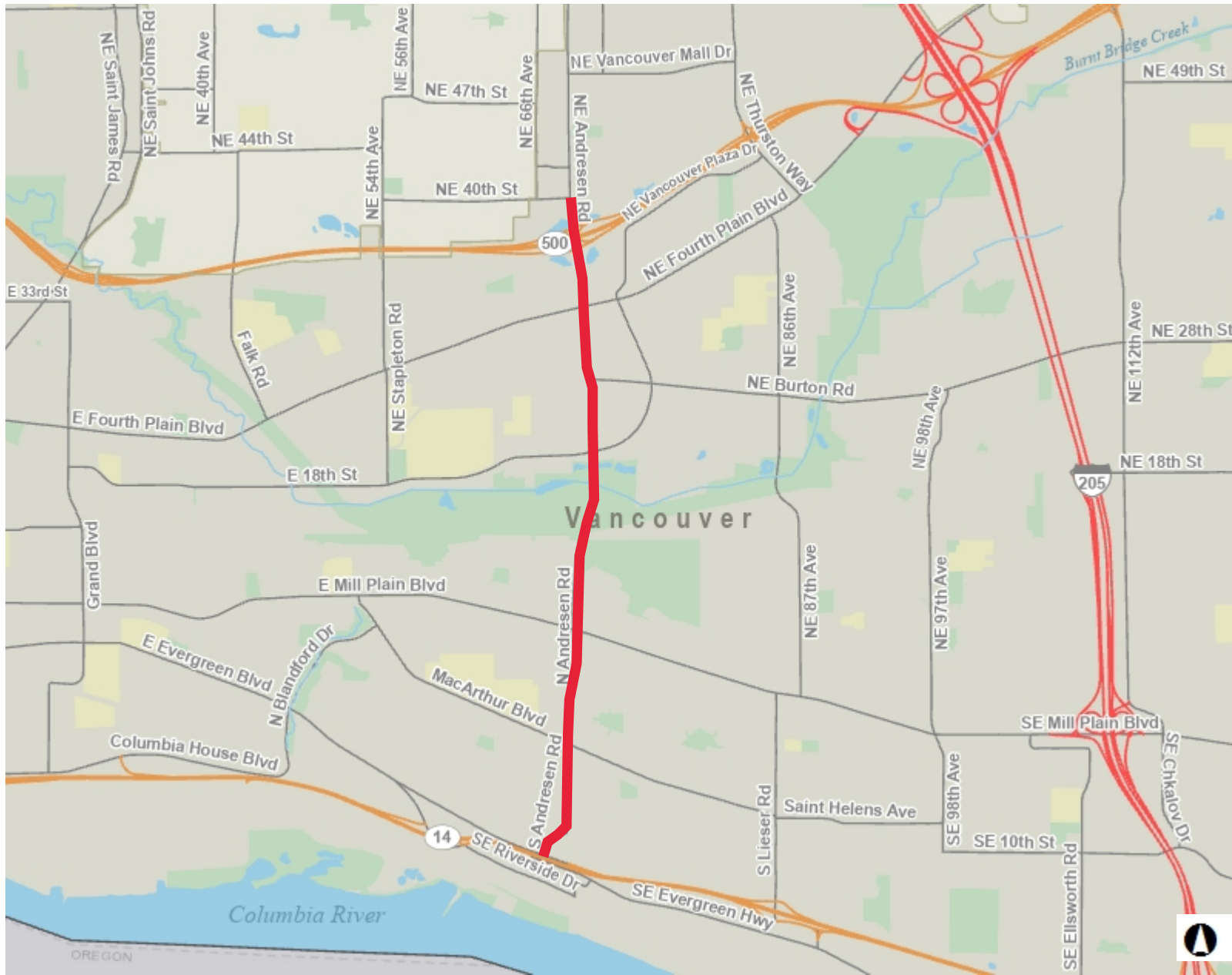
Map #17 - City of Vancouver 2025 Crack Sealing - E Mill Plain Blvd



- Notes:
1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
 2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Only, No Additional Street Preservation Work

Map #18 - City of Vancouver 2025 Crack Sealing - Andresen Rd

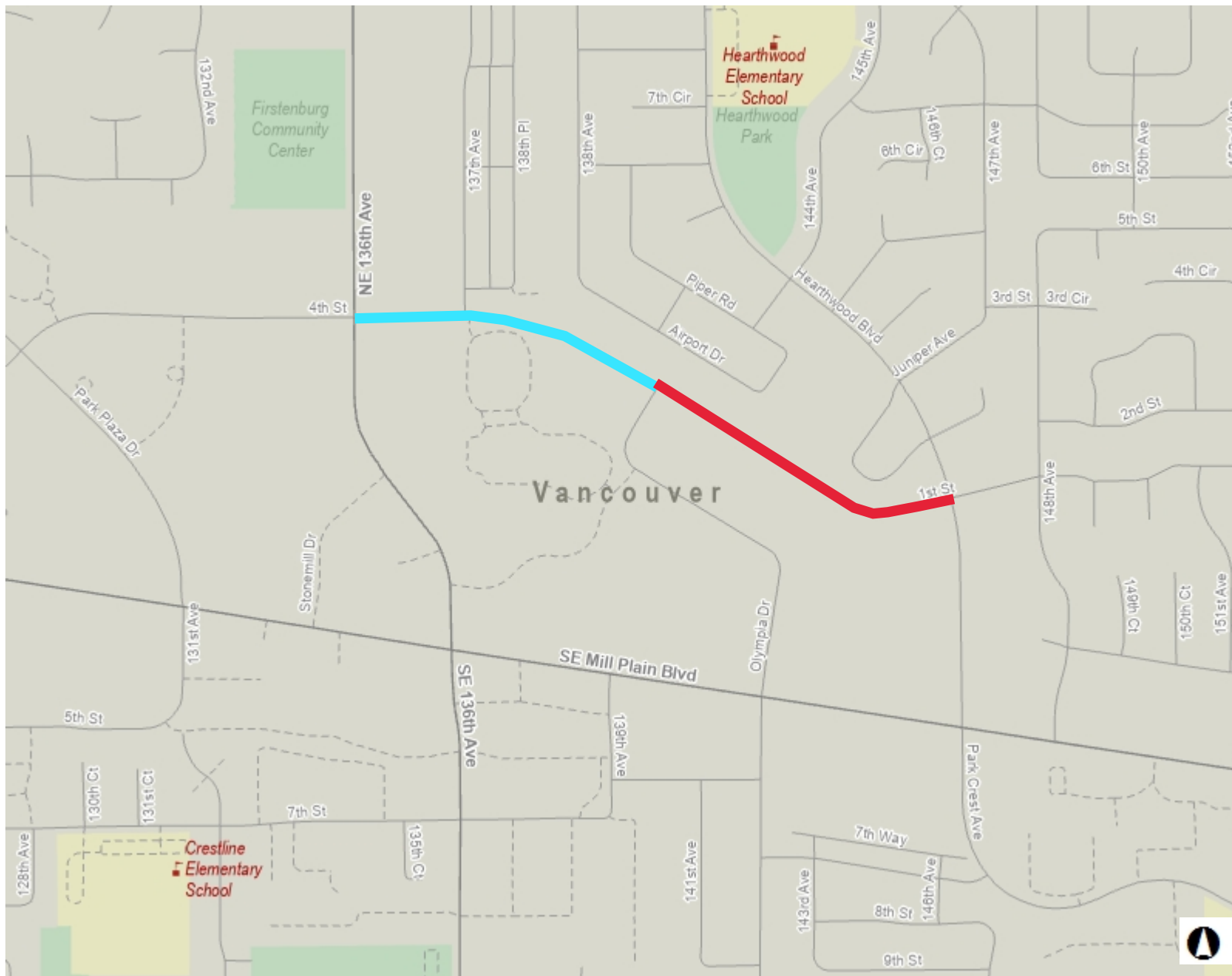


Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

 = Crack Seal Only, No Additional Street Preservation Work

Map #19 - City of Vancouver 2025 Crack Sealing - NE 4th St/SE 1st St



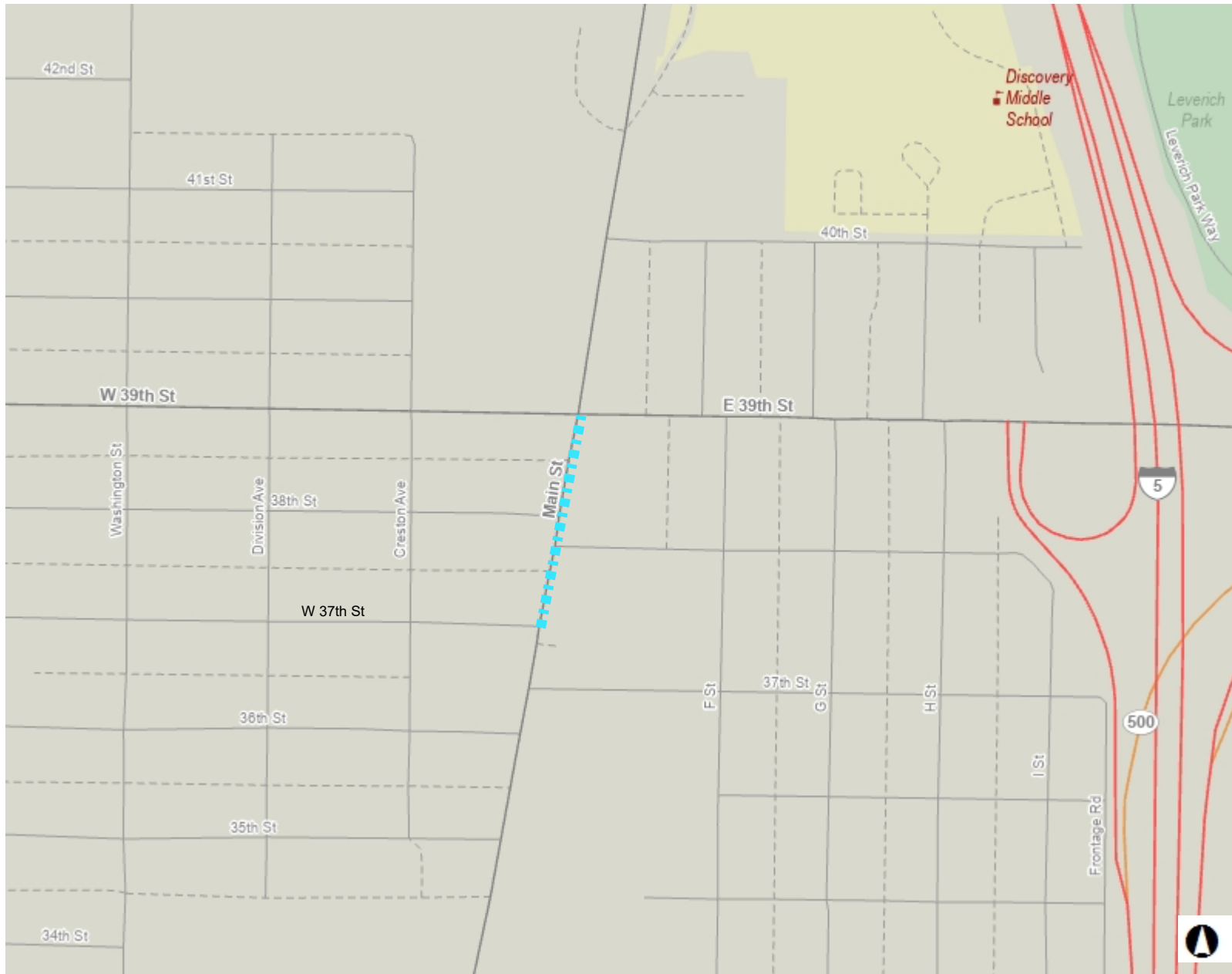
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

— = Crack Sealing Only, No Additional Street Preservation Work

— = Crack Seal Street to Receive a Type 3 Micro

Map #20 - City of Vancouver 2025 Crack Sealing - Main St

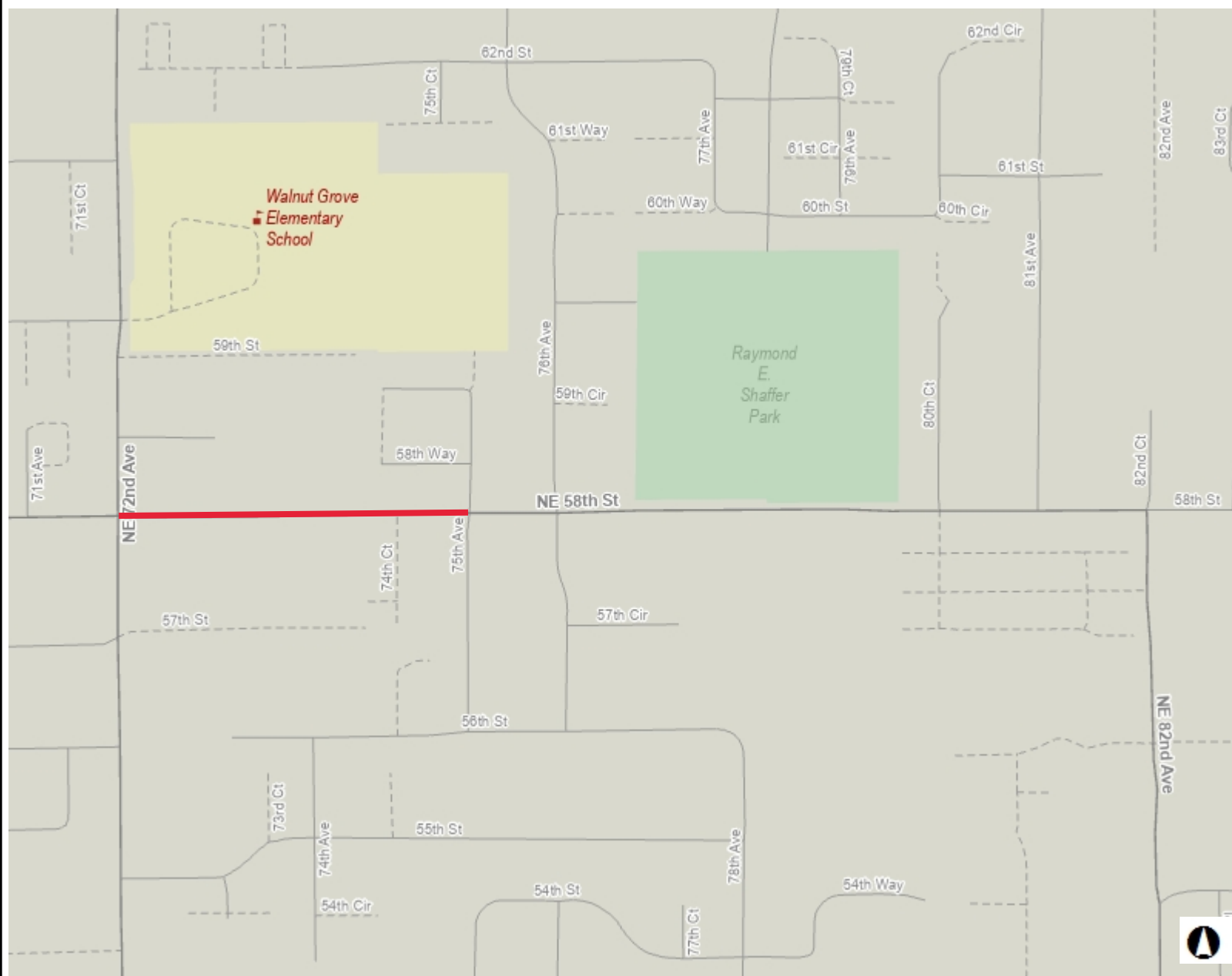


Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

■■■■ = Crack Seal Street to Receive a Type 2 Micro

Map #21 - City of Vancouver 2025 Crack Sealing - NE 58th St



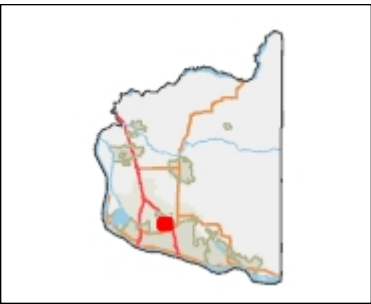
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.
3. Crack seal eastbound lane only. The pavement in the westbound lane is new.

 = Crack Seal Only. No Additional Street Preservation Work

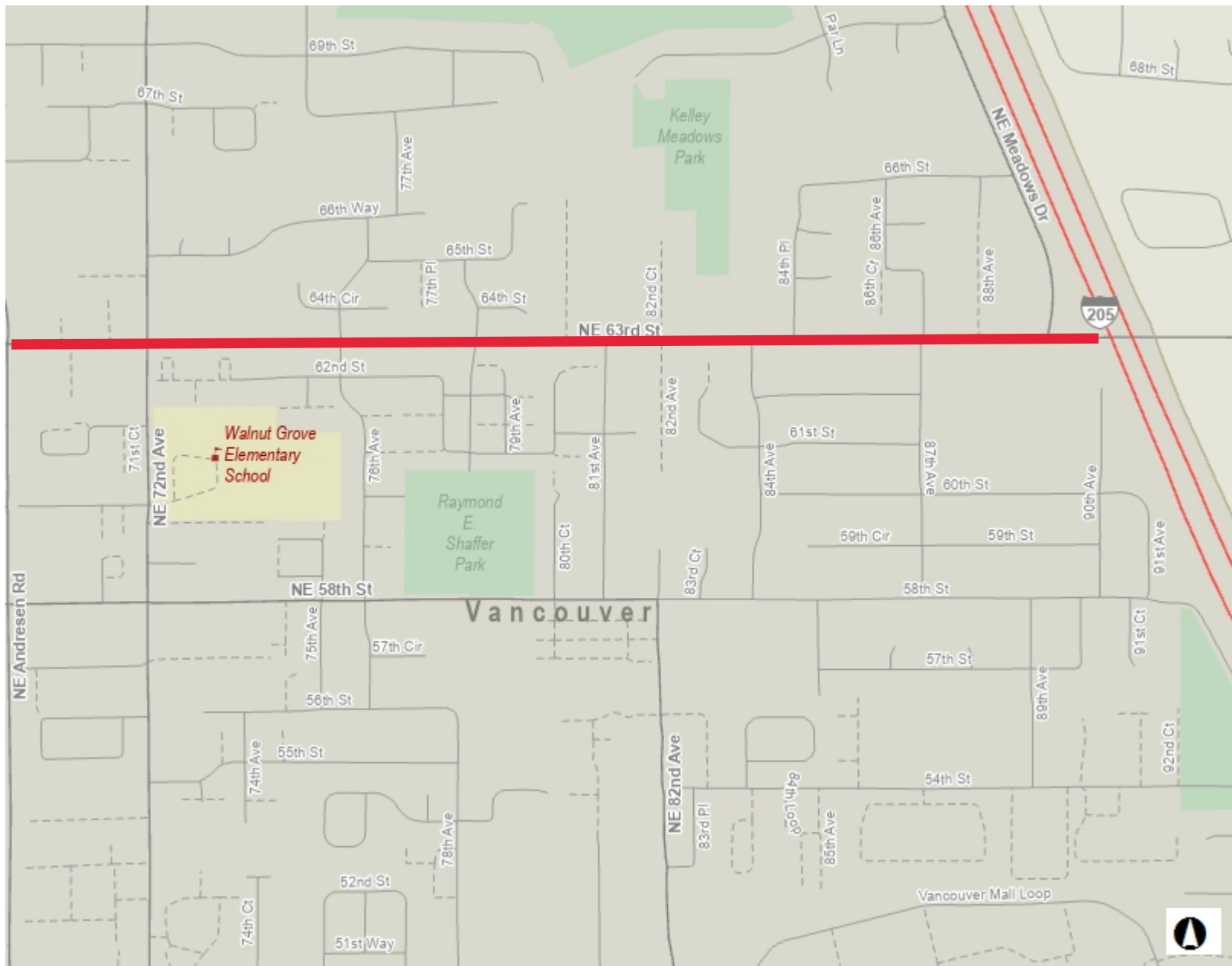


Map #22 - City of Vancouver 2025 Crack Sealing - NE 63rd St



Notes:

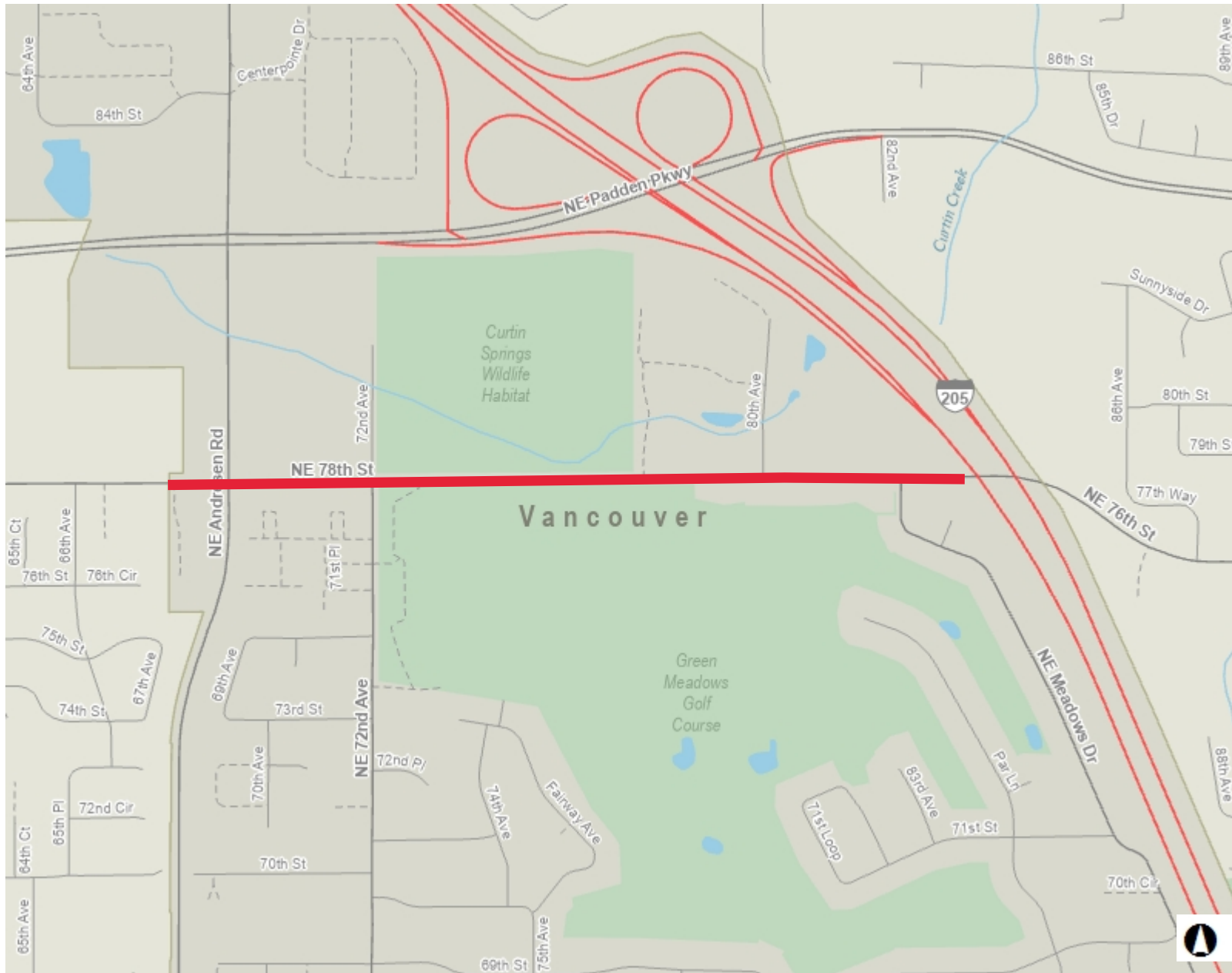
1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.



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Map #23 - City of Vancouver 2025 Crack Sealing - NE 78th St

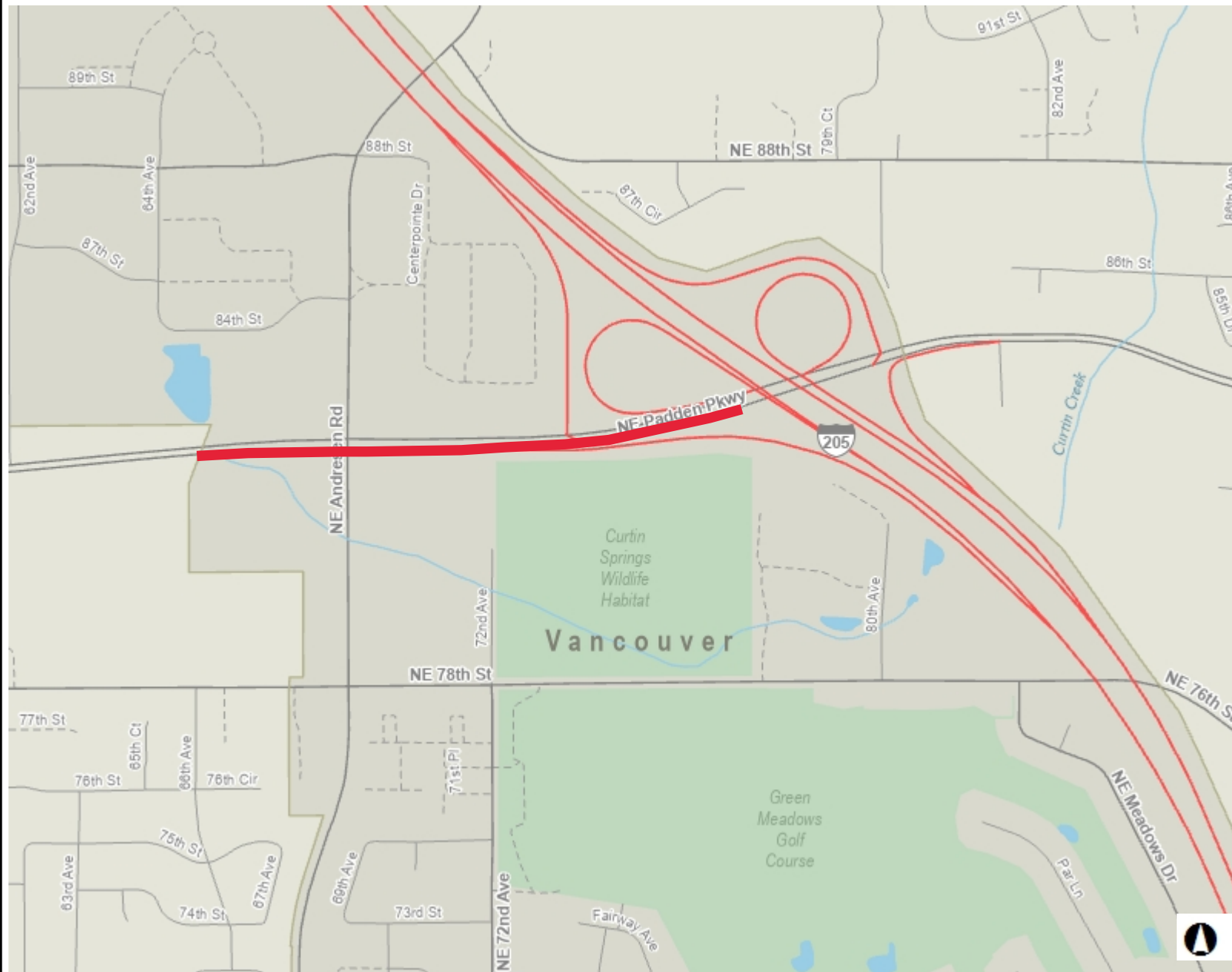


Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

■ = Crack Seal Only, No Additional Street Preservation Work

Map #24 - City of Vancouver 2025 Crack Sealing - NE Padden Pkwy WB



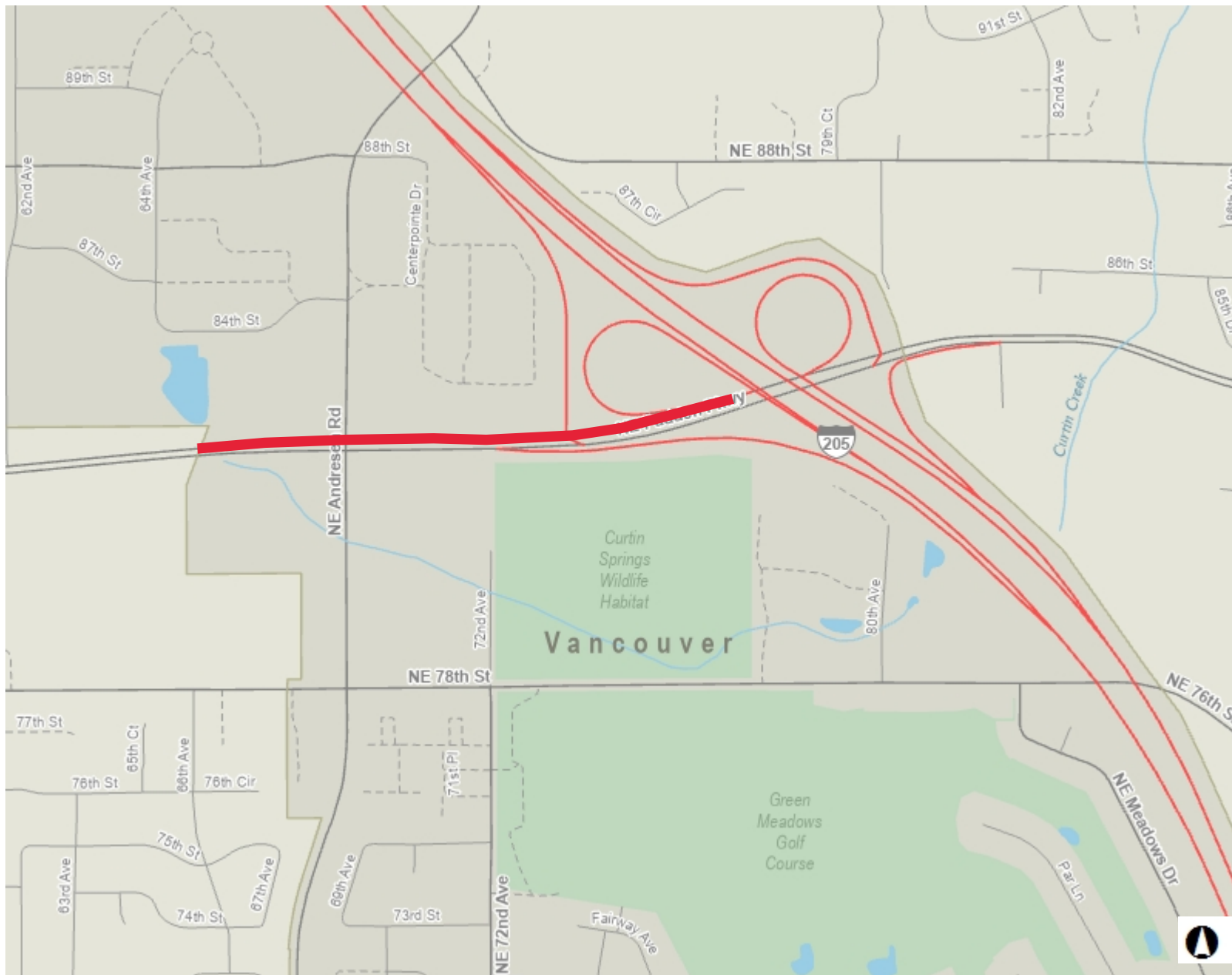
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

 = Crack Seal Only, No Additional Street Preservation Work



Map #25 - City of Vancouver 2025 Crack Sealing - NE Padden Pkwy EB

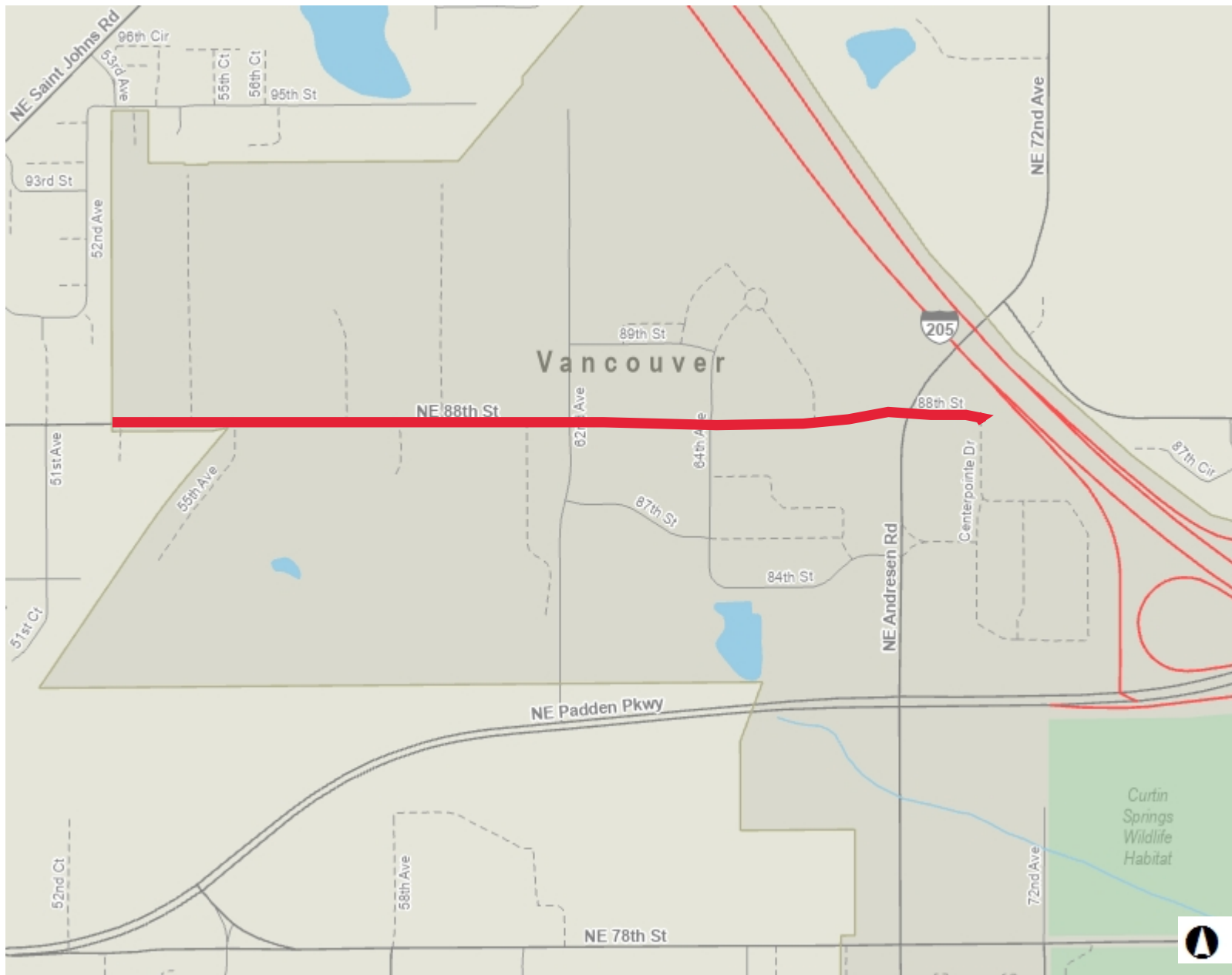


Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

 = Crack Seal Only, No Additional Street Preservation Work

Map #26 - City of Vancouver 2025 Crack Sealing - NE 88th St



Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

 = Crack Seal Only, No Additional Street Preservation Work

Map #27 - City of Vancouver 2025 Crack Sealing - NE Andresen Rd & NE Padden Pkwy Intersection



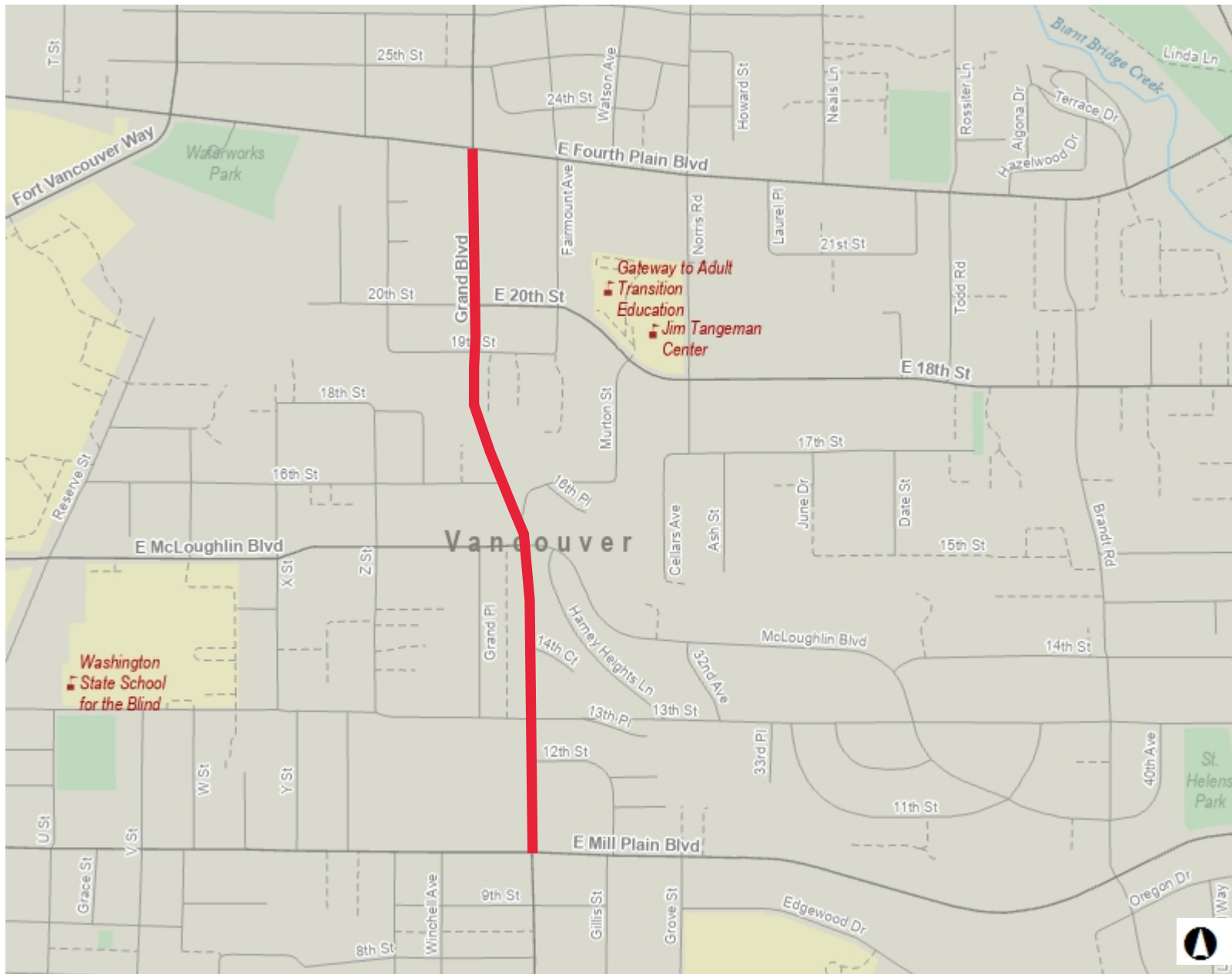
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.
3. Crack seal the area shown within the red lines.
4. This area must be crack sealed prior to July 7, 2025.

 = Crack Seal Only, No Additional Street Preservation Work



Map #28 - City of Vancouver 2025 Crack Sealing - Grand Blvd



Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.
3. The area at the intersection of Grand Blvd and McLoughlin Blvd shown between the red lines below shall be crack sealed prior to July 7, 2025.



 = Crack Sealing Only (less the intersection of Grand Blvd and McLoughlin Blvd which will receive a Type 3 Microsurfacing application)

City of Vancouver 2025 Crack Sealing Streets List (1 of 2) - 2025 Slurry Seal Streets

MAP #	NEIGHBORHOOD	FROM STREET NAME	TO STREET NAME	LINEAR FT CRACK SEAL	LENGTH	WIDTH	AREA (SY)	DISTRICT	GHBORHC	TREATMENT
1	WEST MINNEHAHA	NE 15TH AVE	END SECTION EAST	5820						
1		NE 15TH AVE	NE 18TH CT		398	34	1504	M	WMN	SLURRY SEAL
1		NE 18TH CT	NE 18TH CT		400	34	1511	M	WMN	SLURRY SEAL
1		NE 18TH CT	END SECTION		877	34	3312	M	WMN	SLURRY SEAL
							6326			
2	HUDSON'S BAY	BTWN 5TH ST & MILL PLAIN BLVD	BTWN RESERVE ST & Z ST	29706						
2		S ST	U ST		475	30	1583	W	HUD	SLURRY SEAL
2		U ST	V ST		425	30	1417	W	HUD	SLURRY SEAL
2		S ST	T ST		220	36	880	W	HUD	SLURRY SEAL
2		T ST	U ST		220	36	880	W	HUD	SLURRY SEAL
2		U ST	V ST		420	36	1680	W	HUD	SLURRY SEAL
2		V ST	X ST		370	36	1480	W	HUD	SLURRY SEAL
2		X ST	Z ST		985	36	3940	W	HUD	SLURRY SEAL
2		EAST RESERVE ST	T ST		425	36	1700	W	HUD	SLURRY SEAL
2		T ST	U ST		220	36	880	W	HUD	SLURRY SEAL
2		U ST	GRACE ST		230	36	920	W	HUD	SLURRY SEAL
2		GRACE ST	V ST		185	36	740	W	HUD	SLURRY SEAL
2		V ST	W ST		185	36	740	W	HUD	SLURRY SEAL
2		E 9TH ST	E MILL PLAIN BLVD		335	36	1340	W	HUD	SLURRY SEAL
2		E EVERGREEN BLVD	E 8TH ST		350	36	1400	W	HUD	SLURRY SEAL
2		E EVERGREEN BLVD	E 8TH ST		245	36	980	W	HUD	SLURRY SEAL
2		E 8TH ST	E 9TH ST		260	36	1040	W	HUD	SLURRY SEAL
2		E 9TH ST	E MILL PLAIN BLVD		320	36	1280	W	HUD	SLURRY SEAL
2		E EVERGREEN BLVD	E 8TH ST		260	36	1040	W	HUD	SLURRY SEAL
2		E 8TH ST	E 9TH ST		260	36	1040	W	HUD	SLURRY SEAL
2		E 9TH ST	E MILL PLAIN BLVD		325	36	1300	W	HUD	SLURRY SEAL
2		E EVERGREEN BLVD	E 8TH ST		260	36	1040	W	HUD	SLURRY SEAL
2		E 8TH ST	E 9TH ST		265	36	1060	W	HUD	SLURRY SEAL
2		E 9TH ST	E MILL PLAIN BLVD		335	36	1340	W	HUD	SLURRY SEAL
2		END SECTION	E 9TH ST		100	17	189	W	HUD	SLURRY SEAL
2		E 9TH ST	E MILL PLAIN BLVD		340	36	1360	W	HUD	SLURRY SEAL
2		E EVERGREEN BLVD	E 8TH ST		260	36	1040	W	HUD	SLURRY SEAL
							32289			
3	EDGEWOOD PARK	BTWN 5TH ST & EVERGREEN BLVD	BTWN FARVIEW DR & GRAND BLVD	33807						
3		CLARK AVE	LEWIS AVE		365	20	811	X	EDG	SLURRY SEAL
3		LEWIS AVE	E EVERGREEN BLVD		400	20	889	X	EDG	SLURRY SEAL
3		END SECTION	CLARK AVE		270	36	1080	X	EDG	SLURRY SEAL
3		CLARK AVE	LEWIS AVE		360	36	1440	X	EDG	SLURRY SEAL
3		LEWIS AVE	E EVERGREEN BLVD		350	36	1400	X	EDG	SLURRY SEAL
3		END SECTION	CLARK AVE		270	40	1200	X	EDG	SLURRY SEAL
3		CLARK AVE	LEWIS AVE		370	40	1644	X	EDG	SLURRY SEAL
3		LEWIS AVE	E EVERGREEN BLVD		235	38	992	X	EDG	SLURRY SEAL
3		END SECTION	ASH ST		410	40	1822	X	EDG	SLURRY SEAL
3		ASH ST	BEECH ST		245	40	1089	X	EDG	SLURRY SEAL
3		BEECH ST	CEDAR ST		225	28	700	X	EDG	SLURRY SEAL
3		CEDAR ST	DATE ST		225	32	800	X	EDG	SLURRY SEAL

3		DATE ST	EDWARDS LN		225	34	850	X	EDG	SLURRY SEAL
3		EDWARDS LN	HARNEY WAY		735	34	2777	X	EDG	SLURRY SEAL
3		HARNEY WAY	WAUNA VISTA DR		660	36	2640	X	EDG	SLURRY SEAL
3		WAUNA VISTA DR	FARVIEW DR		125	36	500	X	EDG	SLURRY SEAL
3		END SECTION	CLARK AVE		320	40	1422	X	EDG	SLURRY SEAL
3		CLARK AVE	LEWIS AVE		355	40	1578	X	EDG	SLURRY SEAL
3		LEWIS AVE	E EVERGREEN BLVD		160	40	711	X	EDG	SLURRY SEAL
3		WAUNA VISTA DR	CLARK AVE		335	24	893	X	EDG	SLURRY SEAL
3		CLARK AVE	E EVERGREEN BLVD		405	19	855	X	EDG	SLURRY SEAL
3		WAUNA VISTA DR	CLARK AVE		285	22	697	X	EDG	SLURRY SEAL
3		CLARK AVE	E EVERGREEN BLVD		315	24	840	X	EDG	SLURRY SEAL
3		MARTIN WAY	ASH ST		255	19	538	X	EDG	SLURRY SEAL
3		ASH ST	BEECH ST		235	22	574	X	EDG	SLURRY SEAL
3		BEECH ST	CEDAR ST		225	22	550	X	EDG	SLURRY SEAL
3		CEDAR ST	DATE ST		225	22	550	X	EDG	SLURRY SEAL
3		LEWIS AVE	E EVERGREEN BLVD		530	36	2120	X	EDG	SLURRY SEAL
3		EDWARDS LN	HARNEY WAY		710	25	1972	X	EDG	SLURRY SEAL
3		HARNEY WAY	CLARK AVE		1150	22	2811	X	EDG	SLURRY SEAL
							36747			
4	HARNEY HEIGHTS	13TH ST - MCLOUGHLIN BLVD	TO BRANDT RD	1716						
4		E MC LOUGHLIN BLVD	E 11TH ST		635	18	1270	S	HRN	SLURRY SEAL
4		E 11TH ST	BRANDT RD		315	17	595	S	HRN	SLURRY SEAL
							1865			
5	MEADOW HOMES	CARLSON RD - E 18TH ST	TO E FOURTH PLAIN BLVD	4787						
5		E 18TH ST	E FOURTH PLAIN BLVD		2230	21	5203	P	MDW	SLURRY SEAL
							5203			
6	GREEN MEADOWS	NORTH OF NE 63RD ST	BTWN ANDRESEN RD & I-205	21565						
6		NE 84TH PL	CUL-DE-SAC		181	28	564	BS		SLURRY SEAL
6		NE 84TH PL	CUL-DE-SAC		173	28	539	BS		SLURRY SEAL
6		NE 84TH PL	NE 86TH AVE		436	36	1743	BS		SLURRY SEAL
6		NE 73RD AVE	NE 74TH AVE		207	28	645			SLURRY SEAL
6		NE 68TH AVE	NE 71ST AVE		472	28	1468	BS		SLURRY SEAL
6		NE 86TH AVE	NE 88TH AVE		485	36	1942	BS		SLURRY SEAL
6		NE 88TH AVE	NE MEADOWS DR		169	36	675	BS		SLURRY SEAL
6		NE 68TH AVE	CUL-DE-SAC		60	80	532	BS		SLURRY SEAL
6		END SECTION	NE 71ST AVE		210	28	654	BS		SLURRY SEAL
6		NE 71ST AVE	NE 72ND AVE		296	28	922	BS		SLURRY SEAL
6		NE 72ND AVE	NE 73RD AVE		347	28	1078			SLURRY SEAL
6		NE 73RD AVE	NE 74TH AVE		203	28	631			SLURRY SEAL
6		NE 66TH ST	NE 67TH ST		254	28	789	BS		SLURRY SEAL
6		END SECTION	NE 69TH ST		207	30	691	BO		SLURRY SEAL
6		CUL-DE-SAC	NE 69TH AVE		244	32	867	BS		SLURRY SEAL
6		NE 69TH AVE	NE 72ND AVE		533	32	1895	BS		SLURRY SEAL
6		END SECTION	CUL-DE-SAC		97	20	216	BS		SLURRY SEAL
6		CUL-DE-SAC	NE 72ND AVE		804	20	1786	BS		SLURRY SEAL
6		NE 66TH ST	NE 67TH ST		269	26	777	BO		SLURRY SEAL
6		NE 66TH ST	NE 67TH ST		205	28	639			SLURRY SEAL
6		NE 66TH ST	NE 67TH ST		186	28	580			SLURRY SEAL
6		NE 63RD ST	NE 64TH CIR		313	36	1253	BL		SLURRY SEAL
6		NE 64TH CIR	NE 65TH CIR		253	36	1010	BL		SLURRY SEAL

6		NE 65TH CIR	NE 66TH ST	220	36	881	BL		SLURRY SEAL
6		END SECTION	NE 66TH ST	166	36	665	BL		SLURRY SEAL
						23440			
7	OGDEN (NORTH)	SIDE STREETS OFF OF NE 86TH AVE	NORTH OF NE BURTON RD	34896					
7		NE 87TH AVE	NE 88TH PL	257	28	800	BN	OGD	SLURRY SEAL
7		NE 86TH AVE	NE 87TH PL	275	36	1100	BN	OGD	SLURRY SEAL
7		NE 87TH PL	NE 87TH AVE	120	36	480	BN	OGD	SLURRY SEAL
7		NE 87TH AVE	NE 88TH PL	260	36	1040	BN	OGD	SLURRY SEAL
7		NE 86TH AVE	NE 87TH PL	280	28	871	BN	OGD	SLURRY SEAL
7		NE 86TH AVE	NE 87TH AVE	480	28	1493	BN	OGD	SLURRY SEAL
7		NE 87TH AVE	NE 88TH AVE	160	28	498	BN	OGD	SLURRY SEAL
7		CUL-DE-SAC	NE 87TH AVE	490	28	1524	BN	OGD	SLURRY SEAL
7		NE 86TH AVE	NE 87TH AVE	485	28	1509	BN	OGD	SLURRY SEAL
7		NE 87TH AVE	NE 88TH AVE	230	32	818	BN	OGD	SLURRY SEAL
7		NE 88TH AVE	NE ROYAL OAKS DR	360	28	1120	BN	OGD	SLURRY SEAL
7		CUL-DE-SAC	NE 88TH AVE	350	36	1400	BN	OGD	SLURRY SEAL
7		CUL-DE-SAC	NE 86TH AVE	360	34	1360	BN	OGD	SLURRY SEAL
7		NE 86TH AVE	NE 88TH CT	515	36	2060	BN	OGD	SLURRY SEAL
7		NE 88TH CT	NE OAKS LN	241	20	536	BN	OGD	SLURRY SEAL
7		NE OAKS LN	NE ROYAL OAKS DR	314	20	698	BN	OGD	SLURRY SEAL
7		CUL-DE-SAC	NE 86TH AVE	360	30	1200	BN	OGD	SLURRY SEAL
7		END SECTION	NE 87TH AVE	80	28	249	BN	OGD	SLURRY SEAL
7		NE 87TH AVE	NE ROYAL VIEW AVE	260	28	809	BN	OGD	SLURRY SEAL
7		END SECTION	NE 87TH AVE	80	28	249	BN	OGD	SLURRY SEAL
7		NE 87TH AVE	NE ROYAL VIEW AVE	28	176	548	BN	OGD	SLURRY SEAL
7		CUL-DE-SAC	NE 26TH WAY	212	36	848	BN	OGD	SLURRY SEAL
7		NE 26TH WAY	NE 28TH WAY	680	36	2720	BN	OGD	SLURRY SEAL
7		NE 30TH ST	NE 31ST CIR	240	27	720	BN	OGD	SLURRY SEAL
7		NE 31ST CIR	NE 33RD ST	300	28	933	BN	OGD	SLURRY SEAL
7		NE 28TH WAY	NE 29TH WAY	230	28	716	BN	OGD	SLURRY SEAL
7		NE 37TH ST	NE 39TH ST	450	28	1400	BN	OGD	SLURRY SEAL
7		NE 30TH ST	NE 33RD ST	615	28	1913	BN	OGD	SLURRY SEAL
7		NE 33RD ST	NE 34TH WAY	270	36	1080	BN	OGD	SLURRY SEAL
7		NE 30TH ST	CUL-DE-SAC	485	28	1509	BN	OGD	SLURRY SEAL
7		CUL-DE-SAC	NE 36TH ST	320	20	711	BN	OGD	SLURRY SEAL
7		NE 26TH WAY	NE 28TH WAY	660	28	2053	BN	OGD	SLURRY SEAL
7		NE 36TH ST	NE 37TH ST	195	28	607	BN	OGD	SLURRY SEAL
7		NE 37TH ST	NE 39TH ST	585	28	1820	BN	OGD	SLURRY SEAL
7		NE 39TH ST	NE FOURTH PLAIN RD	135	36	540	BN	OGD	SLURRY SEAL
						37931			
8	OGDEN (SOUTH)	SIDE STREETS OFF OF NE 79TH AVE	SOUTH OF NE BURTON RD	12357					
8		NE 77TH PL	NE 79TH AVE	395	28	1229	U	OGD	SLURRY SEAL
8		END SECTION	NE 77TH PL	105	28	327	U	OGD	SLURRY SEAL
8		NE 77TH PL	NE 79TH AVE	380	28	1182	U	OGD	SLURRY SEAL
8		NE 79TH AVE	END SECTION	515	28	1602	U	OGD	SLURRY SEAL
8		NE 80TH PL	NE 81ST AVE	270	28	840	U	OGD	SLURRY SEAL
8		NE 79TH AVE	NE 80TH PL	120	28	373	U	OGD	SLURRY SEAL
8		NE 80TH PL	NE 81ST AVE	300	28	933	U	OGD	SLURRY SEAL
8		NE 19TH WAY	NE 20TH ST	350	28	1089	U	OGD	SLURRY SEAL
8		NE 19TH WAY	NE 20TH ST	190	28	591	U	OGD	SLURRY SEAL
8		NE 20TH ST	NE 22ND ST	385	32	1369	U	OGD	SLURRY SEAL

8		NE 22ND ST	NE BURTON RD		680	32	2418	U	OGD	SLURRY SEAL
8		NE 21ST WY	NE 22ND ST		170	28	529	U	OGD	SLURRY SEAL
8		NE 21ST WY	NE 22ND ST		190	28	591	U	OGD	SLURRY SEAL
8		NE 22ND ST	END SECTION		115	28	358	U	OGD	SLURRY SEAL
					13431					
9	BURTON RIDGE	NORTH OF E 18TH ST	BWTN NE 100TH AVE & NE 107TH AVE	17583						
9		NE 100TH AVE	NE 101ST AVE		500	28	1556	AF	BTR	SLURRY SEAL
9		NE 104TH AVE	NE 105TH AVE		150	32	533	AF	BTR	SLURRY SEAL
9		NE 105TH AVE	NE 107TH AVE		525	32	1867	AF	BTR	SLURRY SEAL
9		CUL-DE-SAC	NE 104TH AVE		795	28	2473	AF	BTR	SLURRY SEAL
9		NE 100TH AVE	NE 101ST AVE		480	28	1493	AF	BTR	SLURRY SEAL
9		NE 20TH CIR	NE 104TH AVE		125	32	444	AF	BTR	SLURRY SEAL
9		NE 104TH AVE	NE 107TH AVE		685	32	2436	AF	BTR	SLURRY SEAL
9		NE 104TH AVE	NE 107TH AVE		600	32	2133	AF	BTR	SLURRY SEAL
9		NE 18TH ST	NE 19TH ST		170	28	529	AF	BTR	SLURRY SEAL
9		NE 19TH ST	NE 20TH ST		215	28	669	AF	BTR	SLURRY SEAL
9		NE 19TH ST	NE 20TH ST		195	28	607	AF	BTR	SLURRY SEAL
9		NE 19TH ST	NE 20TH ST		245	32	871	AF	BTR	SLURRY SEAL
9		NE 20TH ST	NE 21ST ST		240	32	853	AF	BTR	SLURRY SEAL
9		NE 18TH ST	NE 19TH ST		175	42	817	AF	BTR	SLURRY SEAL
9		NE 19TH ST	NE 20TH ST		250	32	889	AF	BTR	SLURRY SEAL
9		NE 20TH ST	NE 21ST ST		265	32	942	AF	BTR	SLURRY SEAL
					19112					
10	MARRION	NE 10TH ST TO NE 12TH WAY	BTWN NE 100TH AVE & NE 108TH AVE	10140						
10		NE 100TH AVE	NE 101ST CT		194	38	819	AP	MAR	SLURRY SEAL
10		NE 101ST CT	NE 102ND AVE		300	38	1267	AP	MAR	SLURRY SEAL
10		NE 102ND AVE	END SECTION		290	38	1224	AP	MAR	SLURRY SEAL
10		NE 104TH AVE	NE 108TH AVE		825	34	3117	AP	MAR	SLURRY SEAL
10		NE 104TH AVE	CUL-DE-SAC		575	24	1533	AP	MAR	SLURRY SEAL
10		NE 10TH ST	NE 11TH ST		350	38	1478	AP	MAR	SLURRY SEAL
10		NE 10TH ST	END SECTION		144	19	304	AP	MAR	SLURRY SEAL
10		END SECTION	NE 11TH ST		120	36	480	AP	MAR	SLURRY SEAL
10		NE 11TH ST	END SECTION		200	36	800	AP	MAR	SLURRY SEAL
					11022					
LF Crack Seal =				172377						

City of Vancouver 2025 Crack Sealing Streets List (2 of 2) - 2026 Preservation Streets & Misc. Others

MAP #	STREET ID	SEGMENT ID	STREET NAME	TO STREET NAME	FROM STREET NAME	LINEAR FT OF CRACK SEAL	LENGTH	WIDTH	AREA (SY)	TREATMENT
11			SE 1ST ST	SE HEARTHWOOD BLVD	NE 162ND AVE	17514				MICROSURFACING - TYPE 3
	00001500	0040	SE 1ST ST	SE HEARTHWOOD BLVD	SE 148TH AVE		460	39	1993	MICROSURFACING - TYPE 3
	00001500	0050	SE 1ST ST	SE 148TH AVE	SE 149TH CT		280	39	1213	MICROSURFACING - TYPE 3
	00001500	0060	SE 1ST ST	SE 149TH CT	SE 150TH CT		285	39	1235	MICROSURFACING - TYPE 3
	00001500	0070	SE 1ST ST	SE 150TH CT	SE 151ST AVE		275	39	1192	MICROSURFACING - TYPE 3
	00001500	0080	SE 1ST ST	SE 151ST AVE	SE 152ND AVE		235	39	1018	MICROSURFACING - TYPE 3
	00001500	0090	SE 1ST ST	SE 152ND AVE	SE 155TH AVE		780	39	3380	MICROSURFACING - TYPE 3
	00001500	0100	SE 1ST ST	SE 155TH AVE	SE 156TH AVE		270	39	1170	MICROSURFACING - TYPE 3
	00001500	0110	SE 1ST ST	SE 156TH AVE	SE 158TH AVE		535	39	2318	MICROSURFACING - TYPE 3
	00001500	0120	SE 1ST ST	SE 158TH AVE	NE 159TH AVE		810	39	3510	MICROSURFACING - TYPE 3
	00001500	0130	SE 1ST ST	NE 159TH AVE	NE 162ND AVE		430	42	2007	MICROSURFACING - TYPE 3
									19037	
12			SE MILL PLAIN BLVD	SE CHKALOV DR	SE 136TH AVE	50129				MICROSURFACING - TYPE 3
	00243000	0560	SE MILL PLAIN BLVD	SE CHKALOV DR	SE 116TH AVE		550	105	6417	MICROSURFACING - TYPE 3
	00243000	0570	SE MILL PLAIN BLVD	SE 116TH AVE	SE 117TH AVE		200	84	1867	MICROSURFACING - TYPE 3
	00243000	0580	SE MILL PLAIN BLVD	SE 117TH AVE	SE 118TH AVE		265	84	2473	MICROSURFACING - TYPE 3
	00243000	0590	SE MILL PLAIN BLVD	SE 118TH AVE	SE 120TH AVE		400	84	3733	MICROSURFACING - TYPE 3
	00243000	0600	SE MILL PLAIN BLVD	SE 120TH AVE	SE 121ST AVE		295	84	2753	MICROSURFACING - TYPE 3
	00243000	0610	SE MILL PLAIN BLVD	SE 121ST AVE	SE 124TH AVE		865	68	6536	MICROSURFACING - TYPE 3
	00243000	0620	SE MILL PLAIN BLVD	SE 124TH AVE	SE 126TH AVE		550	84	5133	MICROSURFACING - TYPE 3
	00243000	0630	SE MILL PLAIN BLVD	SE 126TH AVE	SE 131ST AVE		1255	68	9482	MICROSURFACING - TYPE 3
	00243000	0640	SE MILL PLAIN BLVD	SE 131ST AVE	SE 136TH AVE		1390	68	10502	MICROSURFACING - TYPE 3
	00243000	0645	SE MILL PLAIN BLVD	SE 136TH AVE	SE 139TH AVE		740	68	5591	MICROSURFACING - TYPE 3
									54488	
13			NE ST JOHNS RD	NE ST JAMES RD	PAVEMENT CHANGE NORTH	35053				MICROSURFACING - TYPE 3
	00261600	0020	NE ST JOHNS RD	NE ST JAMES RD	NE CHERRY RD		580	30	1933	MICROSURFACING - TYPE 3
	00261600	0030	NE ST JOHNS RD	NE CHERRY RD	NE 39TH ST		165	33	605	MICROSURFACING - TYPE 3
	00261600	0040	NE ST JOHNS RD	NE 39TH ST	NE 41ST ST		350	44	1711	MICROSURFACING - TYPE 3
	00261600	0050	NE ST JOHNS RD	NE 41ST ST	NE 42ND ST		560	44	2738	MICROSURFACING - TYPE 3
	00261600	0060	NE ST JOHNS RD	NE 42ND ST	NE 44TH ST		465	44	2273	MICROSURFACING - TYPE 3
	00261600	0070	NE ST JOHNS RD	NE 44TH ST	NE 45TH ST		450	44	2200	MICROSURFACING - TYPE 3
	00261600	0080	NE ST JOHNS RD	NE 45TH ST	NE 49TH ST		850	44	4156	MICROSURFACING - TYPE 3
	00261600	0090	NE ST JOHNS RD	NE 49TH ST	NE 52ND ST		1030	44	5036	MICROSURFACING - TYPE 3
	00261600	0110	NE ST JOHNS RD	NE 52ND ST	NE 53RD ST		400	44	1956	MICROSURFACING - TYPE 3
	00261600	0120	NE ST JOHNS RD	NE 53RD ST	NE 54TH ST		235	44	1149	MICROSURFACING - TYPE 3
	00261600	0130	NE ST JOHNS RD	NE 54TH ST	NE 58TH ST		1045	44	5109	MICROSURFACING - TYPE 3
	00261600	0140	NE ST JOHNS RD	NE 58TH ST	NE 59TH ST		220	44	1076	MICROSURFACING - TYPE 3
	00261600	0150	NE ST JOHNS RD	NE 59TH ST	NE 60TH ST		310	44	1516	MICROSURFACING - TYPE 3
	00261600	0160	NE ST JOHNS RD	NE 60TH ST	NE MINNEHAHA ST		435	44	2127	MICROSURFACING - TYPE 3
	00261600	0170	NE ST JOHNS RD	NE MINNEHAHA ST	NE ST JAMES RD		615	44	3007	MICROSURFACING - TYPE 3
	00261600	0180	NE ST JOHNS RD	NE ST JAMES RD	PAVEMENT CHANGE		170	80	1511	MICROSURFACING - TYPE 3
									38101	
14			NE 137TH AVE	NE 44TH ST	NE 49TH ST	6449				CRACK SEALING ONLY
	00095700	0140	NE 137TH AVE	NE 44TH ST	NE 45TH ST		406	40	1804	CRACK SEALING ONLY
	00095700	0150	NE 137TH AVE	NE 45TH ST	NE 49TH ST		1041	45	5205	CRACK SEALING ONLY
									7009	
15			NE 72ND AVE	NE 63RD ST	NE 78TH ST	13502				CRACK SEALING ONLY
	00054400	0135	NE 72ND AVE	NE 63RD ST	NE 65TH ST		447	41	2038	CRACK SEALING ONLY
	00054400	0140	NE 72ND AVE	NE 65TH ST	NE 67TH ST		780	36	3121	CRACK SEALING ONLY
	00054400	0145	NE 72ND AVE	NE 67TH ST	NE 69TH ST		298	36	1192	CRACK SEALING ONLY
	00054400	0150	NE 72ND AVE	NE 69TH ST	NE 70TH ST		339	32	1205	CRACK SEALING ONLY

	00054400	0155	NE 72ND AVE	NE 70TH ST	NE 70TH ST	121	26	349	CRACK SEALING ONLY
	00054400	0160	NE 72ND AVE	NE 70TH ST	NE 71ST ST	163	26	471	CRACK SEALING ONLY
	00054400	0165	NE 72ND AVE	NE 71ST ST	NE 72ND PL	354	26	1022	CRACK SEALING ONLY
	00054400	0175	NE 72ND AVE	NE 72ND PL	NE 73RD ST	265	26	766	CRACK SEALING ONLY
	00054400	0180	NE 72ND AVE	NE 73RD ST	NE 73RD ST (P)	160	26	462	CRACK SEALING ONLY
	00054400	0185	NE 72ND AVE	NE 73RD ST (P)	NE 75TH ST	257	32	913	CRACK SEALING ONLY
	00054400	0190	NE 72ND AVE	NE 75TH ST	NE 78TH ST	784	36	3138	CRACK SEALING ONLY
								14676	
16			NE 63RD ST	NE 72ND AVE	CITY BOUNDARY (LESS BRIDGE DECK)	23770			CRACK SEALING ONLY
	00051100	0110	NE 63RD ST	NE 72ND AV	NE 76TH AV	992	50	5511	CRACK SEALING ONLY
	00051100	0115	NE 63RD ST	NE 76TH AV	NE 78TH AV	695	50	3863	CRACK SEALING ONLY
	00051100	0120	NE 63RD ST	NE 78TH AV	NE 81ST AV	664	46	3393	CRACK SEALING ONLY
	00051100	0125	NE 63RD ST	NE 81ST AV	NE 82ND AV (P)	284	46	1451	CRACK SEALING ONLY
	00051100	0130	NE 63RD ST	NE 82ND AV (P)	NE 84TH AV	464	46	2373	CRACK SEALING ONLY
	00051100	0133	NE 63RD ST	NE 84TH AVE	NE 84TH PL	213	46	1091	CRACK SEALING ONLY
	00051100	0135	NE 63RD ST	NE 84TH PL	NE 87TH AV	650	46	3324	CRACK SEALING ONLY
	00051100	0137	NE 63RD ST	NE 87TH AVE	NE 87TH AVE	17	46	87	CRACK SEALING ONLY
	00051100	0140	NE 63RD ST	NE 87TH AV	NE 88TH AV	281	46	1434	CRACK SEALING ONLY
	00051100	0145	NE 63RD ST	NE 88TH AV	NE MEADOWS DR	354	46	1808	CRACK SEALING ONLY
	00051100	0150	NE 63RD ST	NE MEADOWS DR	NE 90TH AV	250	46	1279	CRACK SEALING ONLY
	00051100	0160	NE 63RD ST	BRIDGE	CITY BOUNDARY	44	46	224	CRACK SEALING ONLY
								25837	
17			E MILL PLAIN BLVD	N DEVINE RD	N GARRISON RD	45794			CRACK SEALING ONLY
	00242900	0250	E MILL PLAIN BLVD	N DEVINE RD	MISSOULA AVE	1145	72	9160	CRACK SEALING ONLY
	00242900	0260	E MILL PLAIN BLVD	MISSOULA AVE	HELENA AVE	625	72	5000	CRACK SEALING ONLY
	00242900	0270	E MILL PLAIN BLVD	HELENA AVE	N ANDRESEN RD	1365	84	12740	CRACK SEALING ONLY
	00242900	0280	E MILL PLAIN BLVD	N ANDRESEN RD	FLINT WAY	890	72	7120	CRACK SEALING ONLY
	00242900	0290	E MILL PLAIN BLVD	FLINT WAY	N MORRISON RD	775	72	6200	CRACK SEALING ONLY
	00242900	0300	E MILL PLAIN BLVD	N MORRISON RD	N GARRISON RD	1075	80	9556	CRACK SEALING ONLY
								49776	
18			ANDRESEN RD	E EVERGREEN BLVD	NE 40TH ST	86642			CRACK SEALING ONLY
	00201300	0010	S ANDRESEN RD	E EVERGREEN BLVD	BUENA VISTA DR	640	38	2702	CRACK SEALING ONLY
	00201300	0020	S ANDRESEN RD	BUENA VISTA DR	CORREGIDOR RD	335	38	1414	CRACK SEALING ONLY
	00201300	0030	S ANDRESEN RD	CORREGIDOR RD	HIGHLAND DR	210	60	1400	CRACK SEALING ONLY
	00201300	0040	S ANDRESEN RD	HIGHLAND DR	GULF DR	425	50	2361	CRACK SEALING ONLY
	00201300	0050	S ANDRESEN RD	GULF DR	LOUISIANA DR	600	50	3333	CRACK SEALING ONLY
	00201300	0060	S ANDRESEN RD	LOUISIANA DR	MACARTHUR BLVD	310	50	1722	CRACK SEALING ONLY
	00201300	0070	S ANDRESEN RD	MACARTHUR BLVD	MISSOURI DR	460	64	3271	CRACK SEALING ONLY
	00201400	0010	N ANDRESEN RD	MISSOURI DR	WICHITA DR	855	64	6080	CRACK SEALING ONLY
	00201400	0020	N ANDRESEN RD	WICHITA DR	E MILL PLAIN BLVD	1015	64	7218	CRACK SEALING ONLY
	00201400	0030	N ANDRESEN RD	E MILL PLAIN BLVD	KANSAS ST	485	54	2910	CRACK SEALING ONLY
	00201400	0040	N ANDRESEN RD	KANSAS ST	IDAHO ST	295	54	1770	CRACK SEALING ONLY
	00201400	0050	N ANDRESEN RD	IDAHO ST	NE 18TH ST	2870	54	17220	CRACK SEALING ONLY
	00201500	0060	NE ANDRESEN RD	NE 18TH ST	NE 25TH ST	1430	70	11122	CRACK SEALING ONLY
	00201500	0065	NE ANDRESEN RD	NE 25TH ST	NE 72ND AVE	1095	70	8517	CRACK SEALING ONLY
	00201500	0070	NE ANDRESEN RD	NE 72ND AVE	NE FOURTH PLAIN RD	595	70	4628	CRACK SEALING ONLY
	00201500	0080	NE ANDRESEN RD	NE FOURTH PLAIN RD	RAMP	1085	70	8439	CRACK SEALING ONLY
	00201500	0085	NE ANDRESEN RD	RAMP	RAMP	545	110	6661	CRACK SEALING ONLY
	00201500	0090	NE ANDRESEN RD	RAMP	NE 40TH ST	365	84	3407	CRACK SEALING ONLY
								94176	
19			NE 4TH ST/SE 1ST ST	NE 136TH AVE	SE HEARTHWOOD BLVD	13559			MICROSURFACING - TYPE 3
	00004100	0340	NE 4TH ST	NE 136TH AVE	NE 137TH AVE	560	46	2862	MICROSURFACING - TYPE 3
	00004100	0345	NE 4TH ST	NE 137TH AVE	SE OLYMPIA DR	1056	46	5397	MICROSURFACING - TYPE 3
	00001500	0035	SE 1ST ST	SE OLYMPIA DR	SE HEARTHWOOD BLVD	1666	35	6479	CRACK SEALING ONLY
								14738	

20			MAIN ST	W 37TH ST	W 39TH ST	2680				MICROSURFACING - TYPE 2
	00238600	0320	MAIN ST	W 37TH ST	W 38TH ST		275	49	1497	MICROSURFACING - TYPE 2
	00238600	0330	MAIN ST	W 38TH ST	W 39TH ST		260	49	1416	MICROSURFACING - TYPE 2
									2913	
21			NE 58TH ST	NE 72ND AVE	NE 75TH AVE	3106				CRACK SEALING ONLY
	00048800	0120	NE 58TH ST	NE 72ND AV	NE 75TH AV		894	34	3376	CRACK SEALING ONLY
			NOTE: CRACK SEAL OLD PAVEMENT IN EASTBOUND LANE ONLY						3376	
22			NE 63RD ST	NE ANDRESEN RD	NE 90TH AV	28549				CRACK SEALING ONLY
	00051100	0105	NE 63RD ST	NE ANDRESEN RD	NE 72ND AV		717	68	5418	CRACK SEALING ONLY
	00051100	0110	NE 63RD ST	NE 72ND AV	NE 76TH AV		992	50	5511	CRACK SEALING ONLY
	00051100	0115	NE 63RD ST	NE 76TH AV	NE 78TH AV		695	50	3863	CRACK SEALING ONLY
	00051100	0120	NE 63RD ST	NE 78TH AV	NE 81ST AV		664	46	3393	CRACK SEALING ONLY
	00051100	0125	NE 63RD ST	NE 81ST AV	NE 82ND AV (P)		284	46	1451	CRACK SEALING ONLY
	00051100	0130	NE 63RD ST	NE 82ND AV (P)	NE 84TH AV		464	46	2373	CRACK SEALING ONLY
	00051100	0133	NE 63RD ST	NE 84TH AVE	NE 84TH PL		213	46	1091	CRACK SEALING ONLY
	00051100	0135	NE 63RD ST	NE 84TH PL	NE 87TH AV		650	46	3324	CRACK SEALING ONLY
	00051100	0137	NE 63RD ST	NE 87TH AVE	NE 87TH AVE		17	46	87	CRACK SEALING ONLY
	00051100	0140	NE 63RD ST	NE 87TH AV	NE 88TH AV		281	46	1434	CRACK SEALING ONLY
	00051100	0145	NE 63RD ST	NE 88TH AV	NE MEADOWS DR		354	46	1808	CRACK SEALING ONLY
	00051100	0150	NE 63RD ST	NE MEADOWS DR	NE 90TH AV		250	46	1279	CRACK SEALING ONLY
									31031	
23			NE 78TH ST	CITY BOUNDARY (WEST)	I-205 BRIDGE	20749				CRACK SEALING ONLY
	00057700	0300	NE 78TH ST	CITY BOUNDARY	NE ANDRESEN RD		276	60	1840	CRACK SEALING ONLY
	00057700	0305	NE 78TH ST	NE ANDRESEN RD	NE 72ND AV		727	60	4849	CRACK SEALING ONLY
	00057700	0310	NE 78TH ST	NE 72ND AV	NE 80TH AV (P)		1988	48	10600	CRACK SEALING ONLY
	00057700	0315	NE 78TH ST	NE 80TH AV (P)	NE MEADOWS DR		700	48	3735	CRACK SEALING ONLY
	00057700	0320	NE 78TH ST	NE MEADOWS DR	BRIDGE		287	48	1530	CRACK SEALING ONLY
									22553	
24			NE PADDEN PKWY (WB)	CITY BOUNDARY (WEST)	I-205 BRIDGE	14606				CRACK SEALING ONLY
	00251155	0500	NE PADDEN PKWY (WB)	CITY BOUNDARY	NE ANDRESEN RD		738	52	4266	CRACK SEALING ONLY
	00251155	0525	NE PADDEN PKWY (WB)	NE ANDRESEN RD	RAMP (I-205 SB OFF)		1118	52	6462	CRACK SEALING ONLY
	00251155	0530	NE PADDEN PKWY (WB)	RAMP (I-205 SB OFF)	BRIDGE		891	52	5149	CRACK SEALING ONLY
									15877	
25			NE PADDEN PKWY (EB)	CITY BOUNDARY (WEST)	I-205 BRIDGE	14990				CRACK SEALING ONLY
	00251150	0500	NE PADDEN PKWY (EB)	CITY BOUNDARY	NE ANDRESEN RD		752	52	4345	CRACK SEALING ONLY
	00251150	0525	NE PADDEN PKWY (EB)	NE ANDRESEN RD	RAMP (I-205 SB ON)		769	52	4443	CRACK SEALING ONLY
	00251150	0530	NE PADDEN PKWY (EB)	RAMP (I-205 SB ON)	BRIDGE		1299	52	7505	CRACK SEALING ONLY
									16293	
26			NE 88TH ST	CITY BOUNDARY (WEST)	CUL DE SAC (EAST OF ANDRESEN RD)	25804				CRACK SEALING ONLY
	00063900	1000	NE 88TH ST	CITY BOUNDARY	RR X-ING		527	44	2578	CRACK SEALING ONLY
	00063900	1005	NE 88TH ST	RR X-ING	NE 55TH AV		58	44	282	CRACK SEALING ONLY
	00063900	1015	NE 88TH ST	NE 55TH AV	NE 62ND AV		1692	44	8274	CRACK SEALING ONLY
	00063900	1020	NE 88TH ST	NE 62ND AV	NE 64TH AV		713	65	5152	CRACK SEALING ONLY
	00063900	1025	NE 88TH ST	NE 64TH AV	NE ANDRESEN RD		1013	85	9564	CRACK SEALING ONLY
	00063900	1027	NE 88TH ST	NE ANDRESEN RD	CUL DE SAC		366	54	2197	CRACK SEALING ONLY
									28048	
27			NE ANDRESEN RD	PADDEN PWKY INTERSECTION (SOUTH)	PADDEN PWKY INTERSECTION (NORTH)	1947				CRACK SEALING ONLY
	00201500	0155	NE ANDRESEN RD	PADDEN PWKY INTERSECTION (SOUTH)	PADDEN PWKY INTERSECTION (NORTH)		138	138	2116	CRACK SEALING ONLY
			NOTE: THIS MUST BE CRACK SEALED BEFORE JULY 7, 2025							
28			GRAND BLVD	E MILL PLAIN BLVD	E FOURTH PLAIN BLVD	17728				CRACK SEALING ONLY

00224500	0070	GRAND BLVD	E 9TH ST	E MILL PLAIN BLVD	290	48	1547	CRACK SEALING ONLY
00224500	0080	GRAND BLVD	E MILL PLAIN BLVD	E 12TH ST	460	44	2249	
00224500	0090	GRAND BLVD	E 12TH ST	E 13TH ST	215	44	1051	
00224500	0100	GRAND BLVD	E 13TH ST	E 14TH CT	350	44	1711	
00224500	0110	GRAND BLVD	E 14TH CT	E MC LOUGHLIN BLVD	515	47	2689	
00224500	0120	GRAND BLVD	E MC LOUGHLIN BLVD	E 16TH ST	325	44	1589	
00224500	0130	GRAND BLVD	E 16TH ST	E 19TH ST	670	44	3276	
00224500	0140	GRAND BLVD	E 19TH ST	E 20TH ST	260	44	1271	
00224500	0150	GRAND BLVD	E 20TH ST	E FOURTH PLAIN BLVD	795	44	3887	
NOTE: THE INTERSECTION OF GRAND BLVD & MC LOUGHLIN BLVD MUST BE CRACK SEALED BEFORE JULY 7, 2025							19269	

Total LF Crack Seal = **422568**



CONSTRUCTION CONTRACT # C-101637
ITB 24-26: Crack Sealing and Mastic Repairs

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and BCV, Inc., PO Box 2898 Wenatchee WA 98807, (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-26 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on May 6, 2024 per Staff Report No. 086-24; and

WHEREAS, the Contractor represents by entering into this Contract 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 the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

1. **STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This Contract provides for the improvement of various roads in the City of Vancouver and Clark County by placing slurry seal (per the attached Project Lists) and other work, all in accordance with the attached Plan Set, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The Work shall be Physically Complete within 35 Working Days from the Notice to Proceed (NTP) date.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

3. **E-VERIFY PROGRAM:** 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 Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract 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.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) \$418,750.00 USD.

The amount finally to be paid is, however, variable upon the Work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid and as modified by any and all approved Change Orders.

- 1. CONTRACTOR'S INSURANCE:** The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000

COVERAGE	LIMITS OF LIABILITY
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO 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.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. 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.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

2. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall

comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

3. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.
4. **GOVERNING LAW/VENUE:** This Contract 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. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.
5. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
6. **PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

7. **PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a

change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 8. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. 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. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that 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.

- 9. 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 Contract, 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 or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

- 10. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 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 Chapter 42.56 RCW for withholding or delaying public disclosure of such information.
- 11. 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 incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City 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.
- 12. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 13. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 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 the Vancouver Municipal Code (VMC) Chapter 5.04.
- 15. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

16. ASSIGNMENT: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

17. TERMINATION FOR CONVENIENCE: 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 Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

18. TERMINATION FOR CAUSE: In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

19. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

20. WAIVER AND REMEDIES: City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

21. ENTIRETY OF CONTRACT: This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. 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 Contract.

- 22. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 23. DEBARMENT:** The Contractor certifies that 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.
- 24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 25. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 26. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 27. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Amendments to the Contract,
 2. This Contract,
 3. Contractor's Bid including all Addenda to the Solicitation,
 4. Special Provisions,
 5. Project Streets Lists,
 6. Project Maps,
 7. City of Vancouver Standard Plans,
 8. WSDOT Standard Specifications,
 9. WSDOT Standard Plans

On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

28. NOTICES: All notices which are given or required to be given pursuant to this Contract shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City: Anna Vogel City of Vancouver 415 W 6th Street P O Box 1995 Vancouver WA 98668-1995 anna.vogel@cityofvancouver.us	For the Contractor: Brett Manning BCV, Inc. PO Box 2898 Wenatchee, WA 98807 brett.bcvinc@gmail.com
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The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Contract, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
BCV, Inc.

DocuSigned by:

75A9183485CA487...
Eric Holmes, City Manager

DocuSigned by:

A54F5826C0FD47C...
Signature

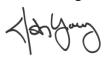
5/9/2024
Date

Brett Manning President
Printed Name /Title

Attest:
DocuSigned by:

BCF0734E40E34AE...
Natasha Ramras, City Clerk

5/7/2024
Date

Approved as to form:
DocuSigned by:

9A7DC2E31F094A2...
Jonathan Young, City Attorney

Staff Report: 058-25

To: Mayor and City Council
From: City Manager
Date: April 7, 2025

Subject

Contract Amendment - Tree Inventory Contract - C-101867

Key Points

- The City's procurement regulations require all professional services contracts in excess of \$300,000 be approved by City Council.
- With the application of the additional grant funds, the contract amount would exceed \$300,000.
- Staff requests increasing the authorized not-to-exceed amount of the contract with PlanIT Geo, Inc from \$300,000 to \$350,000 which would allocate all the awarded grant funding for this project.

Strategic Plan Alignment

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future

Present Situation

In 2024, the City of Vancouver's Urban Forestry program was awarded \$250,000 in state grant funding and \$100,000 in federal grant funding to complete a tree inventory project through an executed contract with Washington Department of Natural Resources (DNR). Through Procurement's request for proposal process in December 2024, the City received two proposals and PlanIT Geo, Inc was selected as the project contractor.

Due to the uncertainty regarding federal grant funding, the City elected to move forward with the state grant portion of the project in January 2025. In February 2025, DNR issued a decision that it will fund all executed contracts including those with federal funding. Thus, Urban Forestry is requesting a contract amendment to account for the addition of the federal grant portion of the project which would increase the overall contract amount from \$300,000 to \$350,000.

The tree inventory project supports the City's proactive street tree and park tree management programs as part of asset preservation. Tree inventories are a critical tool for urban forest management. The street tree inventory will be the basis for comprehensive management decisions of this valuable resource by documenting tree composition, condition, maintenance needs and vacant planting locations. In the City's adopted 2023 Urban Forestry Management Plan an early action item is completing a street tree inventory.

Advantage(s)

1. No local matching or additional City funding is required.
2. Completing a street tree inventory assists to ensure a safe transportation system; resilient and climate adaptive tree canopy; improve health of the existing tree canopy; and to create an

equitable, sustainable tree canopy for the future.

Challenge(s)

None

Budget Impact

There is no local funding match or ongoing costs required, and no negative net impact to the General Fund. The entire project is being funded through awarded grants.

Prior Council Review

None

Action Requested

On Monday, April 7, 2025, authorize the City Manager or designee to execute an amendment increasing the authorized not-to-exceed amount of the contract with PlanIT Geo, Inc from \$300,000 to \$350,000 to fully apply all awarded grant funding.

Staff Contact

Charles Ray, Urban Forester, charles.ray@cityofvancouver.us

Attachments:

1. Amendment No 1
2. Contract C-101867



SERVICE AGREEMENT C-101867

AMENDMENT No. 1

Public Tree Inventory

This Amendment amends the Professional Services Agreement number C-101867 by and between the City of Vancouver, hereinafter referred to as "City", and PlanIT Geo, Inc., hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$50,000 to a revised authorized amount of \$350,000.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
PlanIT Geo, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101867
PUBLIC TREE INVENTORY**

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and PlanIT Geo, Inc., a corporation organized under the laws of the State of Colorado (the "Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for proposals, numbered 2-25 (the "Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$300,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services.

And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Charles Ray, by email to Charles.Ray@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Charles Ray, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, 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 supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. Contractor shall submit the request for consideration,

together with supporting documentation, 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.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on the Effective Date and continues until May 31, 2026. The Parties may agree in writing to renew the Agreement. However, the total term, including any renewal(s), shall not exceed five years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 31 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A “Security Breach” is any suspected or actual unauthorized access to or use of City Data in Contractor’s possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City’s prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services (“Deliverables”). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor’s know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles.

Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the

claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor

acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

- 13. INSURANCE:** Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.

- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO 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.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

- 14. RELATIONSHIP OF THE PARTIES.** The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.
- 15. SUBCONTRACTING:** Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.
- 16. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.
- 17. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible

to work in the United States. Contractor shall provide compliance verification upon City's request.

18. TITLE VI COMPLIANCE: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

19. EQUAL EMPLOYMENT OPPORTUNITY: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

20. ANTI-KICKBACK. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

21. PERMITS, LICENSES, AND CERTIFICATIONS. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

22. COOPERATIVE PURCHASING: The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public

agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

23. DEBARMENT: 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.

24. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Carrie Asselmeier
PlanIT Geo, Inc.
PO Box 1334
Wheat Ridge, CO 80003
Email: carrieasselmeier@planitgeo.com

Either Party may update its address for notice by giving written notice to the other Party.

25. ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

26. ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

27. SURVIVAL. Sections 15 - 35 will survive any termination of this Agreement.

28. WAIVER. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

29. THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

30. GOVERNING LAW: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

31. SEVERABILITY. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

32. AMENDMENTS: Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

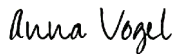
33. ENTIRE AGREEMENT: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

34. COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:

7C05B7FF675849B...

Anna L. Vogel, Procurement Manager

1/24/2025

Date

Attest:

DocuSigned by:

493E940414AE4BD...

Natasha Ramras, City Clerk

Approved as to form:

Signed by:

E1935B9517E94D2...

Iricia Juettemeyer, Assistant City Attorney

CONTRACTOR:

PlanIT Geo, Inc.

DocuSigned by:

68B2B15FA77740B...

Signature

Stephen Bay

President & COO
Printed Name /Title

1/23/2025

Date

EXHIBIT "A": Scope of Work

Task 1: Tree Inventory Data Collection

The Contractor will utilize mobile GIS software TreePlotter to inventory an estimated 55,000 trees located on public property right-of-way (ROW) that are equal to or greater than two inches (2") diameter at breast height (DBH). The Contractor will collect and record agreed-upon attributes for all trees inventoried and enter those into the City's existing tree inventory data base TreePlotter. For trees in the City's existing inventory, locations will be confirmed, and attributes updated. The Project excludes trees located in State Routes and Interstate right of way and National Park Service property.

Task 2: Identify Potential Planting Sites

Identify vacant or underutilized planting sites throughout the city right-of-way that are suitable for new tree planting (Exhibit C on planting locations). Resources and time spent on this task shall not exceed 15% of the overall project budget . The Consultant shall not spend extraneous amounts of time trying to determine whether a planting site is located in the public ROW. If the Consultant team cannot easily determine whether a site is located in the public ROW, continue on to the next location.

Task 3: Resource Analysis Summary Report

The following deliverables shall be provided to the City no later than May 31, 2025 for non CEJST portion of the project and May 31, 2026 for CEJST portion on the project.

1. Urban Forest Health Assessment and Recommendations: Provide an overview of general Urban Forest health, species, size, age, and diversity and provide recommendations for sustainability, including:
 - a. Forest Stand Analysis. Breakdown by species diversity and age diversity.
 - b. Urban Forest Pests & Pathogens. Summary of condition, potential pest or pathogen susceptibility of street tree population using i-Tree Eco modeling software or similar. The following information shall be provided:
 - Condition summary.
 - Total percentage of street tree population potentially susceptible to pests and pathogens.
 - Total monetary value of potential risk in dollar amount.
 - Summary of pests and pathogens identified as most relevant to Vancouver.

- Pest management recommendations using Integrated Pest Management (IPM) protocol.
- c. Tree Benefit Analysis. Conduct a resource analysis of the economic value of the benefits from the inventoried trees with the goal to make effective resource management decisions, develop policy, and set priorities. The resource analysis shall utilize the i-Tree Eco benefit-cost modeling software or similar to generate a robust resource analysis. The resource and benefit analysis shall include, at a minimum, the following information:
 - Cumulative annual benefits of Vancouver's public trees including the replacement value.
 - Annual environmental benefits including, at a minimum, the following:
 - Carbon: total stored carbon and sequestered carbon
 - Air Pollution & Quality: total pollutants absorbed, reduced, and intercepted
 - Hydrological: total avoided runoff, evaporation, interception, transpiration and total potential evaporation and evapotranspiration based on available planting space
- d. Summary of Maintenance Needs. Total number of inventoried trees and percentage of those trees recommended for maintenance sorted into the following categories:
 - i. Removal needs categorized by the following size classes to assist with work order management:
 - (1) 0-6" DBH
 - (2) 7-12" DBH
 - (3) 13-25" DBH
 - (4) >26" DBH
 - ii. Pruning needs delineated by the following categories:
 - (1) Clearance
 - (2) Structural
 - (3) Thinning
 - (4) Crown Clean
 - (5) Sprouts
 - (6) Roots
 - iii. Additional maintenance treatments prescribed for the street tree population using the following attributes:
 - (1) Amend/Add Mulch
 - (2) Disease

- (3) Monitor
- (4) Remove Hardware (stakes etc)
- (5) Sidewalk Damage

iv. Priority for Maintenance using the following ratings:

- (1) High
- (2) Medium
- (3) Low

TECHNICAL REQUIREMENTS

A. General Requirements

Contractor will utilize subject expertise to inventory trees and related features in the specified project area using City of Vancouver's TreePlotter software.

A. Data Deliverables

- 1) Deliver the final inventory database within the TreePlotter software
- 2) Submit Inventory Report in Word and pdf format

EXHIBIT “B”:
Fee Schedule

PROJECT COST

PlanIT Geo typically prices tree inventories on a per unit basis (not hourly), that way the City may save budget if the data collected falls short of the overall estimate. It also allows the City to continue to collect data above the given estimate for a fixed rate. Should project budget not be met with total number of trees, the remaining budget will be used for the collection of extra planting sites. The per tree cost provided takes into consideration travel and other extenuating costs required for the project. PlanIT Geo will work with the City to ensure budgets for non-CEJST and CEJST areas stay within the budgets mentioned in the RFP.

Item for Bld	Cost per Unit (Rate)	# of Units	Total Estimated Price
GIS Based Tree Inventory	\$5/tree	55,000	\$275,000
Planting Sites	\$5/planting site	8,000 maximum	\$40,000
Recourse Analysis Summary Report	\$2,000	2	\$4,000
Total Estimated Project Price			\$319,000



Exhibit "C"

Urban Forestry Planting Inspection Checklist

All planting projects will be inspected by Urban Forestry staff for the specifications upon completion to the specifications below:

Plant Material:

- ☐ All plant material is correct species as per planting plan.
- ☐ All plant materials furnished meet the grades of the latest edition of American standard for nursery stock ANSI-Z60.
- ☐ All plant materials furnished are healthy, uniformly branched and with well-developed fibrous root systems.
- ☐ All plant materials furnished are free from dead or broken branches, lichens, scars, broken bark or wounds. All plant materials will be insect, weed, and disease free according the requirements of the Washington State Department of Agriculture for nursery plant materials sold for wholesale or retail. All pruning wounds must be well healed with no evidence of decay.
- ☐ If plant material does not meet these standards or specifications, refuse to accept materials.

Planting Procedure:

- ☐ TRUNK FLARE IS VISIBLE. Top of the root collar shall be level with or up to 1" higher than the existing finish grade at the planting site (higher preferable to lower in heavier soils).
- ☐ All twine and burlap shall be cut and removed from the root ball.
- ☐ ARBORIST CHIPS or BARK MULCH (hemlock or fir bark, shredded medium grind size, free from noxious weed seed, debris, and all foreign material) applied at a 3" depth in a 9-foot diameter circle around tree, but mulch must stay 3" from base of tree. Root flare is not covered by mulch.
- ☐ Tree is staked with TWO WOODEN STAKES. At least 2x2" in diameter preferred.
- ☐ Tree is secured to stakes with ArborTie or SISAL ROPE TWINE, 3-ply rope preferred. Rope is tied so that it does not constrict the trunk's growth. No plastic chain-lock is used.

Planting Site:

- | | |
|---|---|
| <ul style="list-style-type: none"> ☐ 25 feet from the curb line of an intersection ☐ 20 feet from front of stop signs, yield signs, safety signs, crosswalks ☐ 10 feet from front of other street signs ☐ 5 feet from infrastructure (water hydrant, water meter, underground utilities, poles) ☐ 5 feet from alley margins and driveways ☐ 10 feet from storm drains ☐ 2 feet from property lines ☐ 25 feet or more from existing vegetation depending on species ☐ 20 feet from street lights. (If columnar variety is selected, the distance can be reduced to 15 feet.) | <ul style="list-style-type: none"> ☐ 3 feet behind curb or sidewalk if no planting strip exists ☐ Planting site meets the minimum planting strip width as per the City of Vancouver Street Tree Selection List. ☐ If tree is to be planted under powerlines, mature height not to exceed 25 feet ☐ Lower limbs pruned for sight and physical clearance ☐ 10 feet recommended from building foundations depending on species |
|---|---|

Staff Report: 059-25

To: Mayor and City Council
From: City Manager
Date: April 7, 2025

Subject

Lease Amendment Number One between City of Vancouver and State of Washington, Washington State Patrol

Key Points

- In 2004 City of Vancouver and State of Washington, Washington State Patrol entered into a land lease agreement for WSP to construct a crime laboratory.
- Original Term expires June 30, 2025
- Current lease includes two 20-year extensions. Request is to exercise the first of these extensions as a ten year extension.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation

In 2004 the City and State of Washington, Washington State Patrol (WSP) entered into a land lease agreement for approximately .62 acres of land located at 1403 W. Kaufman Street where Washington State Patrol proceeded to construct a crime laboratory and related administrative offices.

The original lease allowed for a 20-year term which expires June 30, 2025. There are currently two 20-year extension terms available for a total of 40 years. WSP is interested in extending their lease at this location.

However, since this time, Department of Enterprise Services (DES) has amended its preferred lease term length and has requested to adjust their extension terms to Ten-year (10-year) periods. Therefore, staff is recommending that it would be in the best public interest to enter into Lease Amendment No. 1 with State of Washington for a term of Ten (10) years with three (3) 10-year renewal options.

As a partnership between public agencies, there is no cost to WSP to lease this property.

Advantage(s)

1. City and State partnership
2. Provides continued use of property for WSP Crime laboratory and related administrative offices.

Challenge(s)

No challenges are foreseen.

Budget Impact

None

Prior Council Review

None

Action Requested

On Monday, April 7, approve and authorize the City Manager, or designee, to execute Lease Amendment No. 1 between City of Vancouver and State of Washington, Washington State Patrol for property located at 1403 W. Kaufman Street.

Staff Contact

Linda Carlson, Property Management Specialist, linda.carlson@cityofvancouver.us

Attachments:

1. Amendment No. 1
2. Contract - WSP Vancouver 1403 W Kaufman 2025

AFTER RECORDING RETURN TO:

Department of Enterprise Services
Real Estate Services
P. O. Box 41468
Olympia, Washington 98504-1468

Lease No. SRL 03-0066
Project Number 23-06-172
Lease Amendment Project 24-08-222

(Vancouver) TKL/amc
Page 1 of 5
Date: January 27, 2025

LEASE AMENDMENT NO. 1

THIS Lease Amendment No. 1 modifies that certain Lease Number SRL 03-0066 dated July 1, 2005, recorded under Clark County, number 9875032, and is entered into among the City of Vancouver, a local government, whose address is ATTN: Property Management, Post Office Box 1995, Vancouver, Washington 98668-1995, for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor and the STATE OF WASHINGTON, Washington State Patrol, acting through the Department of Enterprise Services, hereinafter called the Lessee.

Legal description of leased premises:

Tax Parcel Number: 047210-000

Common Street Address: 1403 W. Kaufman Street, Vancouver, Washington

Approximately 26,935 square feet, or .62 acres, more or less, of bare land, located on the corner of West Kauffman Avenue and West 15th Street (Mill Plain Boulevard Extension), Vancouver, Washington, legally described as:

A tract of land in a portion of the Amos Short Donation Land Claim, being that tract of land conveyed to the City of Vancouver by deeds recorded under Auditor's File Numbers 9711190075, 9804030420, 9804030419, 9801020055, Clark County Deed Records, in addition to, a portion of W. 15th Street vacated by Ordinance M-3434, recorded under Auditor's File Number 3117110, in addition to, a portion of Lot 4, Block 1 (and the adjacent 20 foot wide alley), "Prospect Park Addition" to the City of Vancouver, according to the Plat thereof, recorded in Volume "A" of Plats, at Page 90, records of Clark County, located in a portion of the Northwest quarter of Section 27, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington, described as follows:

Beginning at a point 33.80 chains West and 44.50 chains South of the Northeast corner of the Amos Short Donation Land Claim;

Thence North 87°45'19" West, for a distance of 75.53 feet to a point 100 feet East of the East right-of-way line of W. Kauffman Ave., said point being the Northeast corner of that tract of land conveyed to the City of Vancouver, by deed recorded under Auditor's File No. 9711190075, Clark County Deed Records;

Thence South 02°18'47" West, along the East line of said City of Vancouver tract, for a distance of 50.00 feet to the Southeast corner thereof;

Please Initial

TKL

Thence North 87°45'19" West, along the South line of said City of Vancouver tract, for a distance of 100.00 feet to the East right-of-way line of W. Kauffman Ave.;

Thence North 02°18'47" East, along said East right-of-way line of Kauffman Ave., for a distance of 165.61 feet to the South right-of-way line of W. 15th Street (Mill Plain Blvd. Extension);

Thence North 65°41'36" East, along said South right-of-way line of W. 15th Street (Per Vacation Ordinance M-3434), for a distance of 22.37 feet;

Thence South 87°45'19" East, along said South right-of-way line of W. 15th Street (Per Vacation Ordinance M-3434), for a distance of 155.33 feet to the Northerly extension of the East line of that tract of land conveyed to the City of Vancouver by deed recorded under Auditor's File Number 9801020055, Clark County Deed Records;

Thence continuing South 87°45'19" East along said South right-of-way line, for a distance of 1.50 feet;

Thence South 02°13'25" West, along a line parallel with and 1.50 feet East of, when measured at right angles, to the West line of said City of Vancouver tract, for a distance of 130.00 feet to the South line of a 20.00 foot wide alley as shown on said plat of "Prospect Park Addition";

Thence North 87°45'19" West, along the South line of said 20.00 foot wide alley and its Westerly extension, for a distance of 1.50 feet to the East line of that tract of land conveyed to the Clark County by deed recorded under Auditor's File Number 9506020148, Clark County Deed Records;

Thence North 02°13'25" East, along the East line of said Clark County tract, for a distance of 4.39 feet to the TRUE POINT OF BEGINNING.

Containing 0.62 Acres, more or less.

Together with and subject to easements, reservations, covenants, dedications and restrictions apparent or of record.

TERMS OF AMENDMENT:

By Agreement of the above parties, this Lease Amendment does the following:

- 1) Extends the Lease for an additional term from July 1, 2025 to June 30, 2035.
- 2) Revises the Lessor's address as referenced hereinabove.
- 3) Deletes section 4 of the original Lease dated July 30, 2004, and replaces with the following:
 4. TO HAVE AND TO HOLD the Premises with their appurtenances for the term of twenty-(20) years, commencing upon the first day of the month after Lessee receives construction permits from the City of Vancouver.

Initial Term: The initial term of this Lease shall be for a period of twenty (20) years.

Renewal Term: Lessor hereby grants to Lessee, at Lessee's option, the right to extend the term of the Lease for three (3) additional lease terms of ten (10) years each.

Please Initial

TKL

- 4) Deletes section 8 of the original Lease dated July 30, 2004, and replaces with the following:

8. This Lease may, at the option of the Lessee, be renewed and extended for three (3) consecutive periods of ten (10) years each, under the same terms and conditions.

- 5) Deletes section 19 of the original Lease dated July 30, 2004, and replaces with the following:

LESSOR: City of Vancouver
ATTN: Property Management
Post Office Box 1995
Vancouver, Washington 98668-1995

LESSEE: Department of Enterprise Services **SRL 03-0066Error! Reference**
source not found.

Real Estate Services
1500 Jefferson Street S.E., 2nd Floor
Post Office Box 41468
Olympia, Washington 98504-1468

- 6) All other terms, conditions, covenants, and amendments to this Lease, unless altered, modified, overridden, or changed herein, remain in full force and effect.
- 7) The effective date of this Amendment is July 1, 2025.

Rest of page left intentionally blank

Please Initial

TKL _____

IN WITNESS WHEREOF, the parties subscribe their names.

CITY OF VANCOUVER

Lon Pluckhahn, City Manager

Printed Name: _____

Date: _____

Approved as to Form:

Nena Cook, Deputy City Attorney

Printed Name: _____

Date: _____

Attest:

Natasha Ramras, City Clerk

Printed Name: _____

Date: _____

STATE OF WASHINGTON

Washington State Patrol

Acting through the Department
of Enterprise Services

Richard J. Bushnell, Assistant Director
Real Estate Services

Date: _____

RECOMMENDED FOR APPROVAL:

Trevor Lybbert
Trevor Lybbert, Property and Acquisition Specialist
Real Estate Services

Date: 2/6/2025

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

Date: _____

Please Initial

TKL _____

STATE OF _____)
) ss.
 County of _____)

On this _____ day of _____, 20____ before me personally appeared _____ and said person(s) acknowledged that _____ signed this instrument, and on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

 Notary Public in and for the State of Washington,
 Residing at _____
 My commission expires _____

STATE OF WASHINGTON)
) ss.
 County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me RICHARD J. BUSHNELL, Assistant Director, Real Estate Services, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document .

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

 Notary Public in and for the State of Washington,
 Residing at _____
 My commission expires _____

Please Initial

TKL _____

AFTER RECORDING RETURN TO:

Department of Enterprise Services
Real Estate Services
P. O. Box 41468
Olympia, Washington 98504-1468

Lease No. SRL 03-0066
Project Number 23-06-172
Lease Amendment Project 24-08-222

(Vancouver) TKL/amc
Page 1 of 5
Date: January 27, 2025

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Tax Parcel Number: 047210-000

Common Street Address: 1403 W. Kaufman Street, Vancouver, Washington

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Please Initial

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Please Initial

TKL

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ATTN: Property Management
Post Office Box 1995
Vancouver, Washington 98668-1995

LESSEE: Department of Enterprise Services **SRL 03-0066Error! Reference**
source not found.

Real Estate Services
1500 Jefferson Street S.E., 2nd Floor
Post Office Box 41468
Olympia, Washington 98504-1468

- 6) All other terms, conditions, covenants, and amendments to this Lease, unless altered, modified, overridden, or changed herein, remain in full force and effect.
- 7) The effective date of this Amendment is July 1, 2025.

Rest of page left intentionally blank

Please Initial

TKL _____

IN WITNESS WHEREOF, the parties subscribe their names.

CITY OF VANCOUVER

Lon Pluckhahn, City Manager

Printed Name: _____

Date: _____

Approved as to Form:

Nena Cook, Deputy City Attorney

Printed Name: _____

Date: _____

Attest:

Natasha Ramras, City Clerk

Printed Name: _____

Date: _____

STATE OF WASHINGTON

Washington State Patrol

Acting through the Department
of Enterprise Services

Richard J. Bushnell, Assistant Director
Real Estate Services

Date: _____

RECOMMENDED FOR APPROVAL:

Trevor Lybbert
Trevor Lybbert, Property and Acquisition Specialist
Real Estate Services

Date: 2/6/2025

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

Date: _____

Please Initial

TKL _____

STATE OF _____)
) ss.
 County of _____)

On this _____ day of _____, 20____ before me personally appeared _____ and said person(s) acknowledged that _____ signed this instrument, and on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

 Notary Public in and for the State of Washington,
 Residing at _____
 My commission expires _____

STATE OF WASHINGTON)
) ss.
 County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me RICHARD J. BUSHNELL, Assistant Director, Real Estate Services, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document .

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

 Notary Public in and for the State of Washington,
 Residing at _____
 My commission expires _____

Please Initial

TKL _____

Staff Report: 060-25

To: Mayor and City Council
From: City Manager
Date: April 7, 2025

Subject

Waterfront Gateway Affordable Parcel Purchase and Sale Agreement

Key Points

- In accordance with the Development Agreement dated October 9, 2023, and amended March 21, 2024, the City is moving forward with selling the Parcel for development as affordable housing.
- The Parcel will be sold to the Native American Youth and Family Center ("NAYA"), a partner in the affordable development entity, West 6th VHW LLLP ("Developer").
- Lincoln Property Company (formerly LPC West), the developer under the Development Agreement, will reassign the development rights to the Parcel to NAYA. An executed reassignment agreement documenting this transfer will be required as a condition of closing to transfer the rights and responsibilities related to the Parcel NAYA.
- Per the Development Agreement, the Parcel will be sold for \$1 to support the Project.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Culture and Heritage – celebrating culture and heritage

Present Situation

The Waterfront Gateway project encompasses 6.4-acres of city-owned property in downtown Vancouver. The Gateway project is intended to create a dynamic new district for locals and guests to enjoy, connecting the historic Downtown with the recently redeveloped Waterfront. The district will build on and extend the excitement and revitalization started by the redevelopment of the Waterfront. On Oct. 9, 2023, the Vancouver City Council approved a resolution authorizing the Development Agreement between the City of Vancouver and real estate firm Lincoln Property Company ("Lincoln") for the development of the Waterfront Gateway that codified the roles and responsibilities of the parties to the agreement, and outlined the site plan and proposed buildings. Lincoln handed off development of the affordable parcel to the Developer, West 6th VHW LLLP, a partnership between Colas Construction and NAYA, to develop the Parcel and are in the process of officially transfer the rights and obligations of the Parcel outlined in the Development Agreement.

The Project is the first of the planned Waterfront Gateway developments to move forward. This development will bring 95 affordable units, including 17 units restricted to 50% AMI and 78 at 60% AMI. Per the project's architect (Scott Edwards Architecture), "the architectural concept is influenced by Native American ancestry and tribal ties to the land and rivers—the exterior's façade is inspired by the patterning of Native American-woven baskets made from native plants, the use of color and movement to represent the rivers, and movement in the building's massing to visually break up its

length while expressing the flow of a river. The design focuses on resident well-being by incorporating moments of culturally specific Native American expression, including interior and exterior spaces for gatherings and art displays, and interior access to daylight and views of nature. Sustainability measures like an all-electric building, on-site solar array, electric hot water heat pumps, healthy materials, and high-performing envelope all contribute to an impactful project prioritizing people and planet." The Project team has submitted for building permits, which are under review by City staff, and closing on the Project financing and Parcel is scheduled for April 30th 2025.

The Project is supported by substantial investment of public affordable housing funds, including investments by the Washington State Housing Trust Fund and Connecting Housing to Infrastructure (CHIP) programs, the City's Affordable Housing Fund, allocation of Low Income Housing Tax Credits, and the deferral of construction sales and use taxes through the City's recently adopted Construction Sales Tax Deferral program.

The Purchase and Sale Agreement (PSA) documents the specific terms and conditions of the sale of the Parcel contemplated in the Development Agreement, including an affordable housing covenant to ensure the housing constructed remains affordable for a minimum of 50 years. Construction on the Waterfront Gateway Affordable Housing Project ("Project") is scheduled to begin in Spring 2025. To ensure that the Project can proceed as scheduled, the Project team is aiming to close on the transfer of the Waterfront Gateway Affordable Housing Parcel ("Parcel") to the developer by April 30th and, therefore, the Purchase and Sale Agreement for the transfer of the Parcel will be executed immediately after Council action. This is a significant milestone in making the project vision a reality.

Advantage(s)

1. Approval of the PSA helps meet the City's goal of increasing the supply and availability of affordable housing to help address the housing affordability crisis.
2. Approval of the PSA advances the City's vision for the Waterfront Gateway Project, bringing more residents, investment, and economic activity Downtown.

Challenge(s)

None

Budget Impact

The Affordable Housing Sales Tax Fund purchased the parcel from the City's General Fund to support this project. The transaction was budgeted for and completed in 2024. Project costs, including costs associated with the transaction, are included in the 2025-2026 biennial budget. The Construction Sales Tax Deferral application and related financial impacts will be reviewed by the City Council in a separate action.

Prior Council Review

Oct. 9, 2023 - Approval of the Waterfront Gateway Land Disposition and Development Agreement

Action Requested

On Monday, April 7, 2025, approve the City's conveyance of the Parcel pursuant to the Waterfront Gateway Land Disposition and Development Agreement ("Development Agreement") and through the Purchase and Sale Agreement ("PSA"). Authorize the City Manager, or designee, to issue and execute the PSA in substantially the form attached and execute all other documents and related agreements necessary to implement the PSA.

Staff Contact

Chim Chune Ko, Principal Project Manager, ChimChune.Ko@cityofvancouver.us

Attachments:

1. Purchase and Sale Agreement Waterfront Gateway Affordable Housing Parcel

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into effective April 8, 2025 (the “Effective Date”), by and between the City of Vancouver, Washington, a Washington municipal corporation (“Seller” OR “City”), and Native American Youth and Family Center, an Oregon nonprofit corporation (“Buyer”).

BACKGROUND

A. WHEREAS, the City and LPC West LP, a Delaware limited partnership (“LPC West”) are parties to that certain Land Disposition and Development Agreement (Waterfront Gateway Development) dated October 9, 2023 as amended on March 21, 2024 by that certain First Amendment (the “DDA”) whereby the City and LPC West negotiated the elements of a development plan that includes provisions for the disposition and development of the Property (as defined herein), known as Parcel 3 or the Affordable Housing Parcel in the DDA; and

B. WHEREAS, pursuant to VMC 3.30.020, Seller has the authority to dispose of the Property in accordance with RCW 39.33.015 for the public benefit purpose of affordable housing, as defined in RCW 39.33.015(8), and such transfer and development of the Property is consistent with the Vancouver Comprehensive Plan adopted in accordance with the Washington Growth Management Act, RCW 36.70A.070; and

C. WHEREAS, this Agreement is structured in accordance with the DDA, Section 3.2, Conveyance, and the transaction provided for herein is premised on the condition that the Property be used solely for affordable housing and restricted to such use for at least 50 years by the Affordable Housing Covenant (as defined herein) to be recorded at Closing (as defined herein); and

D. WHEREAS, provided the Property is used exclusively for affordable housing and that the conveyance complies with RCW 39.33.015 in all other respects, the DDA set the purchase price for this transaction at \$1.00; and

E. WHEREAS, the City shall be granted a Right of Reversion (as defined herein) recorded as a condition of the deed, which shall be triggered by Buyer’s: (a) conveyance of Parcel 3 for a purchase price in excess of \$1.00, or (b) failure to commence construction within ninety (90) days following Closing, and

F. WHEREAS, the DDA further ensures that Buyer shall benefit from reciprocal access easements with certain adjacent City-owned parcels and that public access easements will be granted to any privately owned amenities on the Property; and

G. WHEREAS, in accordance with Section 11.23 of the DDA, the City has permitted LPC West to assign the rights and obligations relating to conveyance of the Affordable Housing Parcel provided in Section 3.2 and relating to conveyance of Parcel 3 of the DDA (the “Affordable Housing Parcel Conveyance”) and to Buyer and Buyer has assumed such rights to the Affordable Housing Parcel Conveyance, which assumption will survive any termination of the DDA, with evidence of such assignment and assumption to be provided as a condition to Closing.

Now therefore, intending to be legally bound hereby, Seller and Buyer agree as follows:

AGREEMENT

1. **Sale and Purchase.** On and subject to the terms and conditions set forth in this Agreement, Seller shall sell, convey, transfer, and deliver to Buyer, and Buyer shall purchase from Seller, that certain vacant real property, currently improved as a public surface parking lot, with the Clark County Property Identification Number 49360000 and located at 615 W 6th Street, Vancouver, Washington, 98660 as follows:

All the land comprising Parcel 3 as more particularly described in Exhibit A and depicted on Exhibit B attached hereto and made part hereof, together with: (a) all rights, privileges, licenses, and easements appurtenant to the land owned by City, including, without limitation, all minerals, oil, and gas on and under the land, as well as development rights, air rights, and water rights related to the land, and any other easements, private rights-of-way, or appurtenances used in connection with the beneficial use and enjoyment of the land owned by the City; (b) all improvements, equipment, fixtures or other personal property of every kind located on the land, if any; and (c) any and all permits, warranties, development rights, intangible property and any other similar personal property assets owned by City with respect to the land and the improvements thereon (the “Property”).

2. **Purchase Price and Manner of Payment.** In exchange for the Property and provided that the Property is used as affordable housing in compliance with RCW 39.33.15, Buyer shall pay to Seller, and Seller shall accept from Buyer, the purchase price (the “Purchase Price”) in the sum of One and No One Hundredths Dollar (\$1.00), which Purchase Price shall be paid in full on the Closing Date (as defined herein) via United States federal funds wire transfer.

The Purchase Price shall be adjusted in accordance with the provisions this Agreement, providing for various adjustments and apportionments at Closing.

3. **Closing.** The closing and consummation of this transaction (the “Closing”) will be concluded by Shawnda Reszel, Escrow Officer (shawnda.reszel@fnf.com / 503.796.6668) through Fidelity National Title at 900 SW 5th Avenue, Portland, OR 97204 (the “Escrow Agent”) and shall take place at the office of the Escrow Agent after Escrow Agent’s receipt of all of the documents required for the Closing and Escrow Agent’s receipt of the Purchase Price, on or about April 30, 2025 or no later than the Phase 1 Outside Closing Date provided by the DDA, which date is July 9, 2026 (the “Closing Date”). If the Closing Date shall fall on a Saturday, Sunday, or legal holiday under the laws of the State of Washington, the Closing Date shall automatically be extended to the next day, which is neither a Saturday, Sunday, nor legal holiday. At any time prior to the Closing Date, Buyer may elect (in its sole and absolute discretion for any reason or no reason whatsoever) to terminate this Agreement, in which event Seller and Buyer shall be released from all obligations under this Agreement and neither Seller nor Buyer shall have any rights under this Agreement.

4. **Assignment and Assumption of Affordable Housing Parcel Purchase Rights.**

- (a) The DDA provides in Section 11.23.2 that LPC West shall not assign any of its rights under the DDA without the prior written consent of City, which may be granted, denied

or conditioned in City's sole and absolute discretion, and the City is willing to grant such consent by acknowledging a form of assignment and assumption (the "Assignment and Assumption") providing for transfer of the rights and responsibilities relating to the Affordable Housing Parcel under Section 3.2 of the DDA and as otherwise provided for Parcel 3 by the DDA (the "Affordable Housing Conveyance") from LPC West to Buyer, with such Assignment and Assumption to be approved by the City, at the City's sole discretion, prior to Closing.

- (b) The DDA provides in its Section 3.2.4 that LPC West shall be entitled to reimbursement from the Parcel 3 Transferee of any and all out of pocket costs incurred in connection with the acquisition, due diligence, entitlement, and development of Parcel 3; provided, in no event shall LPC West receive more from the Parcel 3 Transferee than Parcel 3's pro rata share of LPC West's aggregate out of pocket costs incurred in connection with the acquisition, due diligence, entitlement, and development of Parcels 1, 2, 3, 4 and 5, together with any out of pocket costs incurred by LPC West solely with respect to Parcel 3. Any Assignment and Assumption between LPC West and Buyer shall conform to this requirement.
- (c) Buyer represents and warrant to Seller that it shall, or shall cause its successors and assigns to, promptly and fully discharge, all of Assignor's duties, obligations and responsibilities under the Affordable Housing Conveyance, whether such duties, obligations and responsibilities arise and/or accrue before or after Closing and, except as otherwise modified in writing by Buyer and the City, with such modification having no effect on LPC West, this Assignment and Assumption and Buyer's rights and responsibilities of the Affordable Housing Conveyance shall survive any modification or termination of the DDA.

5. Acknowledgment of Related Transaction and Approval of Parcel 3 Transferee. After acquiring the Property from Seller, Buyer will convey the Property, subject to the Right of Reversion, to West 6th VWG LLLP, an Oregon limited liability limited partnership ("West 6th VWG LLLP"). NAYA Waterfront GP LLC, an Oregon limited liability company (the "Managing General Partner"), is the managing general partner of West 6th VWG LLLP, and Buyer is the sole member and manager of the Managing General Partner. The conveyance of the Property by Buyer to West 6th VWG LLLP will be deemed to be a capital contribution from Buyer to the Managing General Partner, and the Managing General Partner shall then in turn be deemed to have contributed the Property to the capital of West 6th VWG LLLP. West 6th VWG LLLP intends to construct 95 units of affordable housing on the Property ("Project") in accordance with the Affordable Housing Covenant, and is an approved Parcel 3 Transferee as defined in Section 3.2.4 of the DDA. In accordance with the restrictions and requirements of Section 3.2.4 of the DDA and RCW 39.33.015, no consideration will be paid for any conveyance described in this Section to West 6th VWG LLLP (the "Approved Transferee"). Seller approves and consents to transfer of the Property strictly in accordance with this Section 5 and such transfer shall not trigger the Right of Reversion.

6. Quality of Title to the Property.

- (a) Within ten (10) days after the Effective Date of this Agreement, Seller shall deliver, or cause the Escrow Agent to deliver to Buyer an updated title commitment with respect to

the Property (the "Title Report"), which contains such exceptions as the Title Company would specify in the final title policy and containing an ALTA Extended Coverage Owner's Policy of Title Insurance and such endorsements as are required by Buyer (at Buyer's sole expense) (the "Title Policy") with respect to the Property, together with legible copies of all documents constituting such exceptions (the "Title Documents").

- (b) Following Buyer's receipt of the Title Report (or any subsequent update thereof), Buyer shall have thirty (30) days to give Seller notice (the "Title Objection Notice") of any matters affecting title to the Property identified by the Title Report to which Buyer objects (the "Title Objections"). Any exceptions to the Title Report or Title Documents to which Buyer does not object shall be considered to be permitted to appear in the Title Policy (the "Permitted Exceptions"). Seller shall within five (5) business days after receipt of the Title Objection Notice (the "Title Response Period") notify Buyer as to any of the Title Objections that Seller elects (in its sole and absolute discretion) to cure, or cause to be eliminated from the Title Policy, on, or before the Closing Date; provided, however, Seller shall have no obligation to cure or cause to be eliminated any of the Title Objections. In the event Seller fails to deliver such notice to Buyer, then Seller shall be deemed to have elected to not cure or cause to be eliminated from the Title Policy all of the Title Objections. Any Title Objections with respect to which Seller does not elect (or is deemed to have not elected) to cure, or cause to be eliminated, on, or before the Closing Date, excluding any Mandatory Title Removal Items (as defined below) shall be referred to herein as "Uncured Title Objections." If, upon sixty (60) days after the Effective Date (the "Title Contingency Period"), there remain any Uncured Title Objections, then Buyer may, within five (5) business days following expiration of the Title Contingency Period, notify Seller and Escrow Agent of Buyer's election (in its sole and absolute discretion) to terminate this Agreement, in which event Seller and Buyer shall be released from all obligations under this Agreement and neither Seller nor Buyer shall have any rights under this Agreement, except for any obligations expressly set forth in this Agreement as surviving such termination. If Buyer fails to timely terminate the Agreement upon expiration of the Title Contingency Period, then Buyer shall be deemed to have waived any Uncured Title Objections and shall be legally bound to this Agreement, with any Uncured Title Objections (excluding any Mandatory Title Removal Items) be deemed to be approved by Buyer as permitted exceptions in the Title Policy.

Notwithstanding anything to the contrary contained herein, Buyer shall have no need to object to any Mandatory Title Removal Item, which Mandatory Title Removal Items shall be automatically deemed Title Objections pursuant to this Section. Seller shall be required to cause to be released, satisfied and removed of record as of the Closing Date: (i) any Title Objections which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the date hereof (other than with the prior written approval of Buyer which approval shall be in Buyer's sole and absolute discretion); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments and liens against the Property, including, without limitation, mechanics' liens, tax liens, and real estate taxes, water rates and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date (subclauses (i) and (ii), collectively, the "Voluntary Liens"); or (iii) any Title Objections which would not constitute Voluntary Liens, but which can be removed by the payment

of a liquidated sum of money (items set forth in this subclause (iii), collectively, “Monetary Liens;” and, together with the Voluntary Liens, the “Mandatory Title Removal Items”). If Seller fails to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Buyer’s election, such failure shall constitute a failure of a closing condition and Buyer shall be entitled to such remedies as are set forth herein.

- (c) Buyer’s failure to timely object or terminate this Agreement under this Section 6(a) is a waiver of Buyer’s right to object.
- (d) In the event that Seller shall be unable to deliver at Closing title to the Property as required, Buyer shall have the right, as Buyer’s sole option: (1) to take such title as Seller may be able to convey without reduction in the Purchase Price; or (2) to terminate this Agreement, in which event this Agreement shall be and become null and void without any further right or remedy in favor of either party against the other except for liabilities, rights, and remedies which survive Closing or termination as provided in this Agreement.

7. Apportionments, Adjustments, and Incidental Costs.

- (a) Seller shall pay the cost for an ALTA standard title insurance policy for West 6th VWG LLLP to take effect at the time of conveyance of the Property from Buyer to West 6th VWG LLLP, and Buyer may obligate West 6th VWG LLLP shall pay the cost for the Title Policy above the cost of an ALTA standard owner title insurance policy, including the cost of extended coverage and endorsements, but in no event shall Seller be obligated for any such extended coverage or endorsement costs.
- (b) Seller shall pay the cost of any and all transfer or excise tax.
- (c) Buyer and Seller shall share equally escrow fees charged by the Title Company, and Buyer shall pay the Title Company’s document recordation fees, except for recordation of documents needed to remove title exceptions that Seller has agreed to remove pursuant to the City’s Cure Notice, as provided in the DDA, which shall be paid by City.
- (d) All other Closing costs shall be allocated in accordance with local custom. All items of income and expense attributable to the Parcel subject to the Closing, including any real estate taxes and assessments, shall be prorated as of 11:59 p.m. Pacific Time on the day prior to the Closing Date.
- (e) The provisions of this Section 6 shall survive Closing and termination of this Agreement.

- 8. Title Conveyance.** Title to the Property shall be conveyed to Buyer at Closing by a statutory Bargain and Sale Deed, duly executed, acknowledged, and otherwise in proper form for recording, substantially in the form attached here to as Exhibit C (the “Deed”), subject only to the following Permitted Exceptions, as provided by the DDA: (i) applicable building and zoning laws and regulations; (ii) items deemed a Permitted Exception pursuant to the title review processes of this Agreement or the DDA; and (iii) any documents required by this Agreement to be recorded, including the Affordable Housing Covenant and Right to Reversion (both as defined herein).

9. Condition of Property.

- (a) *“AS IS” CONVEYANCE.* BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY ON AN “AS IS WITH ALL FAULTS” BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (I) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS, AND RELATED CONDITIONS); (II) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY, AND GROUNDWATER; (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY’S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE, OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY; (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS, AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY; (VII) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS IN, ON, AT, UNDER, OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY; AND (VIII) THE CONDITION OF TITLE TO THE PROPERTY. BUYER AFFIRMS THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER IN THIS AGREEMENT, BUYER HAS NOT RELIED ON THE SKILL OR JUDGMENT OF SELLER OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES, OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER IN THIS AGREEMENT, BUYER ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT AND MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE PROPERTY AND SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC, AND LEGAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, WHETHER THE PROPERTY IS LOCATED IN ANY AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA, OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). BUYER UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED

WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA, OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE, OR LOCAL AGENCY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS, CAUSES OF ACTION, RIGHTS AND REMEDIES BUYER MAY NOW OR HEREAFTER HAVE AGAINST SELLER, ITS EMPLOYEES OR MEMBERS OF ITS CITY COUNCIL, WHETHER KNOWN OR UNKNOWN, UNDER ANY ENVIRONMENTAL LAW(S), OR COMMON LAW, IN EQUITY OR OTHERWISE, WITH RESPECT TO (1) ANY PAST, PRESENT OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY (INCLUDING IN THE GROUNDWATER UNDERLYING THE PROPERTY) OR (2) ANY PAST PRESENT OR FUTURE VIOLATIONS OF ANY ENVIRONMENTAL LAWS.

- (b) *Survival.* Unless this Agreement is otherwise terminated, the terms and conditions of this Section shall expressly survive Closing. Neither Seller nor Buyer is liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any contractor, agent, partner, member, member, manager, shareholder, employee, servant, or other person, except as expressly set forth in this Agreement. Buyer and Seller have fully reviewed the disclaimers and waivers set forth in this Agreement with its respective legal counsel and understands the significance and effect thereof.
- (c) *Acknowledgment.* Each of Buyer and Seller acknowledges and agrees that: (i) to the extent required to be operative, the disclaimers of warranties contained in this Section are "conspicuous" disclaimers for purposes of all applicable laws and other legal requirements; (ii) the disclaimers and other agreements set forth herein are an integral part of this Agreement; and (iii) neither Seller nor Buyer would have agreed to convey the Property pursuant to this Agreement without the disclaimers and other agreements set forth in this Section.
- (d) *Buyer's Release of City.* Buyer, on behalf of itself and anyone claiming by, through or under Buyer, hereby waives its right to recover from and fully and irrevocably releases City, its governing council, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility, or liability that Buyer may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to: (a) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability, or utility of the Property, or its suitability for any purpose whatsoever; (b) any presence of Hazardous Materials; and (c) any information furnished by the Released Parties under or in connection with this Agreement except as set forth herein. Notwithstanding the generality of the foregoing, the foregoing waiver and release does not include any claims, responsibility, or liability to the extent related to the representations and warranties of City in this Agreement and those in the Deed.

- (e) *Scope of Release.* The release set forth above includes claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect Buyer's release of the Released Parties. Buyer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, Buyer agrees, represents, and warrants that Buyer realizes and acknowledges that factual matters now unknown to Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses which are presently unknown, unanticipated, and unsuspected, and Buyer further agrees, represents, and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge, and acquit City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses, subject to City's obligations herein and except to the extent related to the representations and warranties of City in this Agreement and those in the Deed.
- (f) *DDA Remediation Plan.* Notwithstanding the foregoing, any environmental remediation necessary on the Property shall be performed in accordance with the Remediation Plan as set forth in the DDA.

10. Right of Reversion. The Deed shall include a right of reversion in favor of the City, binding upon any successors and assigns including the Approved Transferees, which shall be triggered by Buyer's (a) conveyance of Parcel 3 to a third party (or an entity in which Buyer is a partner or member) (in each case, a "Parcel 3 Transferee") for a purchase price in excess of \$1.00, or (b) failure to commence construction within ninety (90) days following recordation of the Deed, and shall be exercised by the City providing written notice to Buyer (the "Right of Reversion"). If triggered, the Right of Reversion shall be null and void if the City does not exercise it prior to the date Buyer or its Approved Transferee commences construction on Parcel 3. Notwithstanding anything herein to the contrary and for the avoidance of doubt, the Right of Reversion shall terminate and have no further force and effect on the date Buyer or its Approved Transferee commences construction on Parcel 3, evidenced by the issuance of a written notice to proceed to the general contractor for the Project. Notwithstanding the foregoing, Buyer shall be entitled to reimbursement from the Parcel 3 Transferee of any and all out of pocket costs incurred in connection with the acquisition, due diligence, entitlement, and development of Parcel 3; provided, in no event shall Buyer receive more from the Parcel 3 Transferee than Parcel 3's pro rata share of LPC West's aggregate out of pocket costs incurred in connection with the acquisition, due diligence, entitlement, and development of Parcels 1, 2, 3, 4 and 5, provided by the DDA, together with any out of pocket costs incurred by Buyer solely with respect to Parcel 3.

11. Affordable Housing Covenant. Buyer shall grant, and shall cause the Approved Transferee to grant, to the City an affordable housing covenant of no less than 50 years in duration together with such other terms and conditions are reasonably required to comply with RCW 39.33.015, (the "Affordable Housing Covenant"), substantially in the form attached hereto as Exhibit D, which Affordable Housing Covenant shall be recorded on the Property as a condition of the Deed concurrent with Closing.

12. Deliveries.

- (a) At Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:
 - (i) The Deed with the Right of Reversion, substantially in the form attached hereto as Exhibit C, with reference to the Affordable Housing Covenant;
 - (ii) An original Assignment of Intangibles, substantially in the form attached hereto as Exhibit E;
 - (iii) An affidavit from Seller stating its taxpayer identification number and that it is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code) and setting forth such other information as may be required by Section 1445(b)(2) of the Internal Revenue Code or any amendment or replacement thereof;
 - (iv) Such other documents and instruments as shall be reasonably required by the Escrow Agent and reasonably approved in form by Seller in order for Seller to consummate this transaction in accordance with the terms and conditions of this Agreement;
 - (v) An executed Real Estate Excise Tax (REET) Affidavit in recordable form;
 - (vi) Such funds by wire transfer, if any, as are necessary to pay City's share of closing costs and prorations; and
 - (vii) Such documents as the Escrow Agent may require to establish the authority of City to complete the sale of the Property.
- (b) At Closing, Buyer shall deliver, or cause to be delivered, to Seller the following:
 - (i) Such funds (by wire transfer) as are necessary to complete the payment of the Property Purchase Price and to pay Buyer's share of closing costs and prorations; and
 - (ii) An executed Assignment and Assumption of the Affordable Housing Parcel Conveyance from LPC West to Buyer in a form approved by Seller.
 - (iii) The Affordable Housing Covenant, substantially in the form attached hereto as Exhibit D, to be recorded concurrently with the Deed.
 - (iv) Such other documents and instruments as shall reasonably be required by the Escrow Agent for Buyer to consummate Closing in accordance with the terms of this Agreement.

13. Brokerage. Buyer and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction. Each party hereto represents and warrants to the other that it has not employed or retained any broker or finder in connection with the transaction contemplated by this Agreement that would entitle such person to a fee or commission in connection with this transaction. Each party hereby agrees to indemnify and hold the other harmless from and against any loss, cost, claim, demand or expense (including attorney's fees) which may be incurred or sustained by such other party by virtue of any claim for fee or commission made against it by any broker or other

person claiming through the other party to this Agreement, which indemnification, and hold-harmless agreement shall survive Closing or any termination of this Agreement.

- 14. Assignment.** This Agreement may not be assigned by Buyer, in whole, or in part, without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, this Agreement may be assigned by Buyer to a Buyer Affiliate (as defined below) without the prior written consent of Seller, so long as the Buyer is not released from liability under this Agreement upon written notice of such assignment to Seller at least three (3) days prior to the Closing For purposes of this Section, a “Buyer Affiliate” shall mean any entity controlled by, controlling or under common control with Buyer. For the avoidance of doubt, West 6th VWG LLLP is a Buyer Affiliate and no consent is required for a transfer to West 6th VWG LLLP.

Any transfers of any direct or indirect beneficial interests in Buyer shall, for purposes of this clause, be deemed to constitute an assignment of Buyer. Any assignment by Buyer without Seller’s prior written consent shall be deemed null and void and shall be a material default by Buyer hereunder entitling Seller, at its option, to exercise any of its powers, privileges, rights, or remedies under this Agreement or at law or in equity. Notwithstanding the foregoing, no fee, contingent or otherwise, for the transfer or assignment of this Agreement may be assessed or collected by Buyer.

- 15. Default by Seller.** If Seller shall default in the observance or performance of any of Seller’s obligations under this Agreement and the Closing does not occur as a result thereof (a “Seller Default”), Buyer’s sole and exclusive remedy shall be to terminate this Agreement by delivery of written notice to Seller and Escrow Agent, and Escrow Agent shall return the Deposit to Buyer, with the interest earned thereon, if any (a “Deposit Return”) and Seller shall promptly and on demand pay Buyer’s Costs to Buyer, whereupon this Agreement shall terminate and neither Party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof.

- 16. Default by Buyer.** If Buyer fails to consummate this Agreement for any reason other than Seller’s default or the permitted termination of this Agreement by either Seller or Buyer as herein expressly provided, or if Buyer otherwise defaults under this Agreement, Seller will be entitled, as its sole, and exclusive remedy at law and in equity, to terminate this Agreement.

- 17. Time of the Essence.** The date and time of Closing and all dates and times specified for performance by Seller and Buyer under this Agreement are hereby agreed to be of the essence of this Agreement.

- 18. Survival of Terms.** Unless expressly provided for in this Agreement, no representations, warranties, terms or provisions contained in this Agreement shall survive the Closing and delivery of the Deed, or any termination of this Agreement.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. Affordable Housing Property. Buyer represents to Seller that the Property is being acquired for commercial or investment purposes, specifically for multi-family affordable housing units, and not for personal, family, or household purposes.

21. Entire Agreement. This Agreement (including the Exhibits attached hereto which are by this reference made a part hereof) contains the entire agreement between the parties and all understandings and agreements heretofore had between the parties hereto are merged into this Agreement.

22. Notices. All notices to be given by either party to the other, unless otherwise directed, shall be in writing, shall be served upon either party in person, by delivery by recognized overnight courier or by depositing such notice in the United States mails, properly addressed, and directed to the party to receive the same, certified mail, return-receipt-requested, as follows or by electronic transmission (facsimile or electronic mail) provided that the original is also sent by personal delivery, overnight delivery or by mail in the manner previously described no later than the business day following the date of the electronic transmission, whereby delivery is deemed to have occurred on the day on which the electronic transmission is complete:

TO SELLER:

City of Vancouver
PO Box 1995
Vancouver, WA 98660
ATTN: Chim Chune Ko, EPH Real Estate Project Manager
Email: ChimChune.Ko@cityofvancouver.us

WITH A COPY TO:

Vancouver City Attorney's Office
PO Box 1995
Vancouver, WA 98660
ATTN: Becky Rude, Assistant City Attorney
Email: Becky.Rude@cityofvancouver.us

TO BUYER:

Native American Youth and Family Center
5135 NE Columbia BLVD
Portland, OR 97218
ATTN: Keith Ferrante (FerranteK@nayapdx.org) and
Sky Waters (SkyW@nayapdx.org)

WITH A COPY TO:

Kantor Taylor PC

1200 Fifth Avenue, Ste 1910
Seattle, WA 98101
Attn: Sarah Yednock

WITH A COPY TO:

Colas Development Group
1419 NW 14th Ave
Portland, OR 97209
Attention: President

WITH A COPY TO:

James Walker, Partner
Miller Nash LLP
1140 SW Washington Street, STE 700
Portland, OR 97205
Email: James.Walker@MillerNash.com

- 23. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, where the Property is located without regard to provisions for conflicts of law.
- 24. Counterparts.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 25. Modification.** This Agreement may not be modified orally, but only by a writing duly executed by each party hereto.
- 26. Counsel Fees.** In the event of any dispute between the parties arising out of this Agreement, each party shall bear any respective costs and expenses incurred in connection with such dispute, including all counsel fees, and court costs and expenses.
- 27. Public Records Act.** The parties acknowledge that Seller is a Washington municipal corporation and therefore subject to the Washington Public Records Act, which may require public disclosure of this Agreement and other records related to this transaction.
- 28. Acceptance.** Any acceptance, signature, execution, or validation of this Agreement or any written communication or written notice required hereunder, shall be manually signed and delivered by hard copy or by electronic or facsimile (whether telephonic or computer-generated facsimiles such as, but not limited to jpg, PDF, e-sign, or tagged image files). This Section cannot be waived except by manually signed, written consent of both parties.

29. No Recording. Neither this Agreement nor any memorandum of this Agreement may be recorded in any office of public record. Any attempt by Buyer to effect such recording shall constitute a material default under this Agreement entitling Seller to all remedies provided for herein.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

SELLER:

City of Vancouver, a Washington municipal corporation

By: _____

By: Lon Pluckhahn, City Manager (or Designee)

ATTEST:

By: _____

By: Natasha Ramras, City Clerk (or Designee)

ACKNOWLEDGED AS TO FORM:

By: _____

By: Nena Cook, City Attorney (or Designee)

BUYER:

Native American Youth and Family Center, an Oregon nonprofit corporation

By: _____

Name: Oscar Arana

Title: Chief Executive Officer

Exhibit A to Deed. Description of Property.

LEGAL DESCRIPTION FOR BUILDING 3 PARCEL

ALL of Lots 3, 4 and portions of Lots 1, 2, 5, 6 and 7, Block 38 and a portion of Lot 1 of Block 45, Town of Vancouver (commonly known as West Vancouver), according to the Plat thereof, recorded in Volume B of Plats, Page 40, records of Clark County, Washington, located in the Southwest quarter of Section 27, Township 2 North Range 1 East, Willamette Meridian described as follows:

COMMENCING at the Northeast corner of said Block 38, said Northeast corner being on the Southerly right of way line of West 6th Street;

THENCE North 87°39'52" West along the North line of said Block 38 and the Southerly right of way of West 6th Street, a distance of 3.75 feet to the TRUE POINT OF BEGINNING;

THENCE South 02°21'06" West, parallel with the East line of said Block 38, a distance of 75.46 Feet;

THENCE South 81°55'26" West 87.91 Feet;

THENCE South 36°00'24" West 85.42 Feet to the Northeasterly right of way of the Burlington Northern Railroad and a 3777.22 non-tangent radius curve to the right;

THENCE along said Northeasterly line and along said 3777.22 Foot radius curve to the right (the long chord of which, bears North 45°35'30" West 242.42 Feet), an arc distance of 242.46 Feet to a point on the Southerly right of way line of West 6th Street;

THENCE South 87°39'52" East along said Southerly right of way line of West 6th Street, 313.79 feet to the TRUE POINT OF BEGINNING.

Containing 28,152 Square Feet

Exhibit B. Depiction of Property.

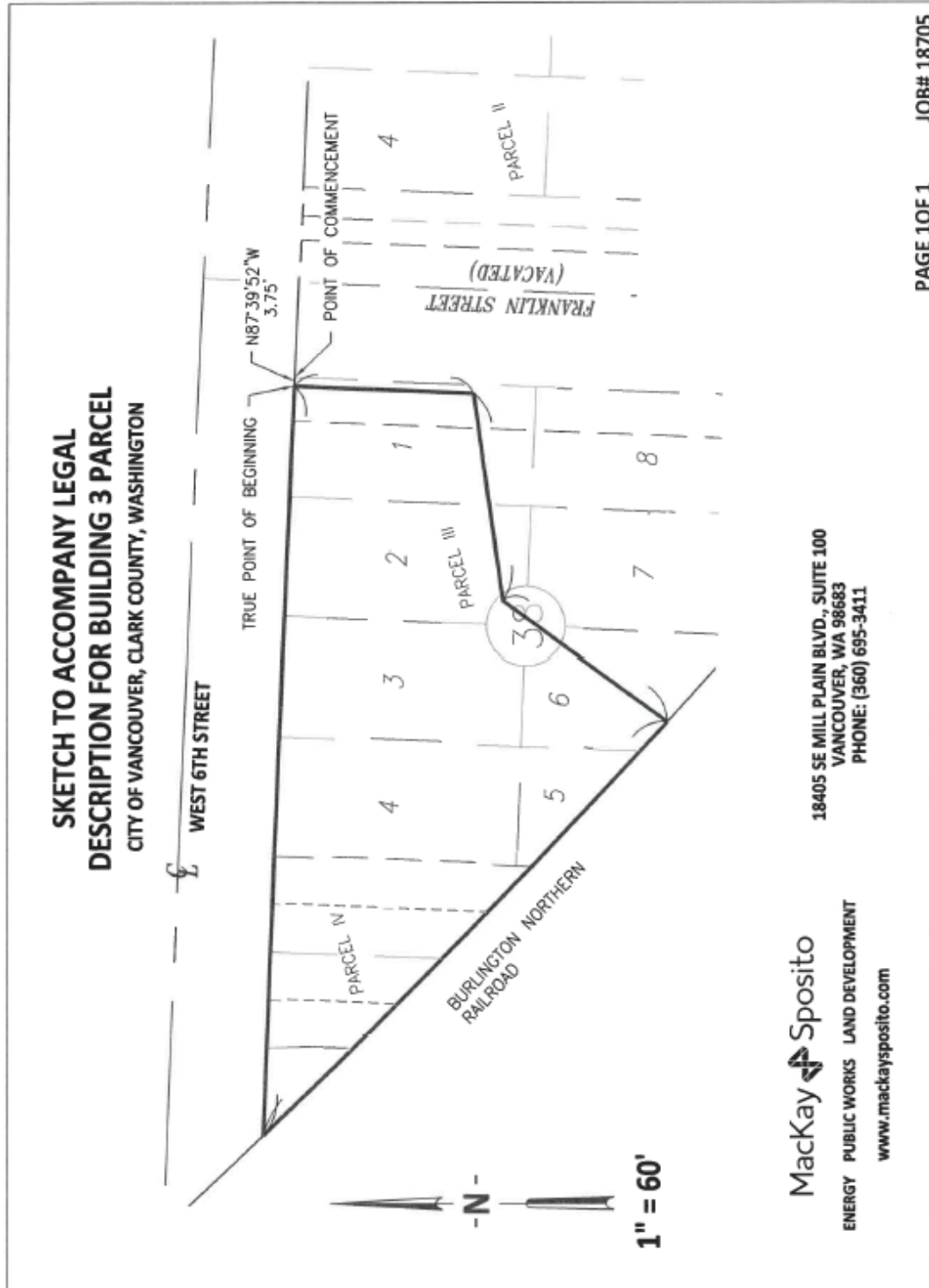


Exhibit C. Form of Deed.

After recording, return to:

Document Title: Statutory Bargain and Sale Deed

Reference No(s). of Related Documents: Affordable Housing Covenant [RECORDING #]

Grantor: City of Vancouver, a Washington municipal corporation

Grantee: Native American Youth and Family Center, an Oregon nonprofit corporation

Street Address: 615 W 6th Street, Vancouver, WA 98660

Legal Description (abbreviated): _____

Additional Legal Description: See Exhibit A

Assessor Property Tax Parcel/Account No(s). 49360000

STATUTORY BARGAIN AND SALE DEED

The Grantor, CITY OF VANCOUVER, a Washington municipal corporation, for and in consideration of One and No One Hundredths Dollar (\$1.00), in hand paid, bargains, sells and conveys to Native American Youth and Family Center, an Oregon nonprofit corporation, (the Grantee) the real estate situated in the County of Clark, State of Washington and legally described in the attached Exhibit A (the "Property"), subject to those matters set forth in the attached Exhibit B and on the condition that the Property shall automatically revert to Grantor in the event that Grantee (a) conveys all or a portion of the Property for consideration valued in excess of \$1.00; or (b) Grantee fails to commence construction within 90 days following recordation of this Deed (the "Right of Reversion"). Notwithstanding anything herein to the contrary and for the avoidance of doubt, the Right of Reversion shall terminate and have no further force and effect on the date Grantee or West 6th VWG LLLP commences construction on Parcel 3, evidenced by the issuance of a written notice to proceed to the general contractor for the construction of the affordable housing development located on the Property. Until such time as it expires by its terms, the Right of Reversion shall run with the land and be binding upon any successors and assigns and subsequent grantees. In the event that Grantee fails to timely commence construction, Grantor must provide Grantee written notice of such failure before commencement of construction occurs.

DATED this _____ day of _____, 20____.

GRANTOR: CITY OF VANCOUVER,

a Washington municipal corporation

Approved as to Form:

By: _____

By: _____

Name: _____

Name: _____

Title: City Manager or Designee

Title: City Attorney or Designee

STATE OF WASHINGTON)
) ss.
County of Clark)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ of the City of Vancouver, a Washington municipal corporation, which has executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said city, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature of Notary Public)

(Printed Name of Notary Public)

(Place of Residence of Notary Public)

(seal or stamp) My Commission Expires:

Exhibit A to Deed. Description of Property.

LEGAL DESCRIPTION FOR BUILDING 3 PARCEL

ALL of Lots 3, 4 and portions of Lots 1, 2, 5, 6 and 7, Block 38 and a portion of Lot 1 of Block 45, Town of Vancouver (commonly known as West Vancouver), according to the Plat thereof, recorded in Volume B of Plats, Page 40, records of Clark County, Washington, located in the Southwest quarter of Section 27, Township 2 North Range 1 East, Willamette Meridian described as follows:

COMMENCING at the Northeast corner of said Block 38, said Northeast corner being on the Southerly right of way line of West 6th Street;

THENCE North 87°39'52" West along the North line of said Block 38 and the Southerly right of way of West 6th Street, a distance of 3.75 feet to the TRUE POINT OF BEGINNING;

THENCE South 02°21'06" West, parallel with the East line of said Block 38, a distance of 75.46 Feet;

THENCE South 81°55'26" West 87.91 Feet;

THENCE South 36°00'24" West 85.42 Feet to the Northeasterly right of way of the Burlington Northern Railroad and a 3777.22 non-tangent radius curve to the right;

THENCE along said Northeasterly line and along said 3777.22 Foot radius curve to the right (the long chord of which, bears North 45°35'30" West 242.42 Feet), an arc distance of 242.46 Feet to a point on the Southerly right of way line of West 6th Street;

THENCE South 87°39'52" East along said Southerly right of way line of West 6th Street, 313.79 feet to the TRUE POINT OF BEGINNING.

Containing 28,152 Square Feet

Exhibit B to Deed. Permitted Exceptions.

- (i) Applicable building and zoning laws and regulations;
- (ii) Items deemed a Permitted Exception pursuant to the title review processes of this Agreement or the DDA; and
- (iii) The Right of Reversion; and
- (iv) Any documents required by this Agreement to be recorded, including the Affordable Housing Covenant (and Right to Reversion)
- (v) [Insert Permitted Exceptions identified on Title Commitment]

Exhibit D. Form of Affordable Housing Covenant.

When Recorded Return To:
City of Vancouver
Economic Prosperity and Housing
PO Box 1995
Vancouver, WA 98668-1995
Attention: Chim Chune Ko, Real Estate Project Manager

AFFORDABLE HOUSING COVENANT RUNNING WITH THE LAND

Grantor: Native American Youth and Family Center, an Oregon nonprofit corporation

Grantee: City of Vancouver, a Washington municipal corporation

Property Legal Description: Full legal description attached as Exhibit A

Assessor's Tax ID#: 49360000

Site Address: 615 W 6th Street, Vancouver, WA 98660

Reference No(s). of Related Documents: [DEED _____]

This Affordable Housing (this "Covenant") is made on [MONTH] [DAY] [2025] (the "Effective Date") by Native American Youth and Family Center, an Oregon nonprofit public benefit corporation ("Grantor"), whose address is 5135 NE Columbia Boulevard, Portland, OR 97218, for the benefit of the City of Vancouver, Washington, a municipal corporation ("Grantee"), in consideration for Grantor's acquisition of the above reference Property from Grantee for \$1.00 as a no cost transfer of surplus public property by Grantee, provided that the Property is used exclusively for the designated public benefit purpose required by this Covenant for at least 50 years pursuant to RCW 39.33.015 and VMC 3.30.020.

- A. This Covenant, made by Grantor as the owner of the Property, is in force for a period of 50 years from the Effective Date, terminating on [MONTH] [DAY] [2075] (the "Covenant Term") and is recorded with the Clark County Auditor, is binding upon any successors and assigns of Grantor, and runs with the land as a condition of this deed conveying the Property from Grantee to Grantor.
- B. On the Effective Date and continuously throughout the Covenant Term, any improvements and all development on the Property must be used for the public benefit purpose of affordable housing, which can be rental housing or permanently affordable homeownership for low-income and very low-income households as defined in RCW 43.63A.510, and related facilities that support the goals of affordable housing

development in providing economic and social stability for low-income persons shall be affordable housing to be owned and occupied by, or leased to, low-income persons.

- C. As defined in RCW 43.63A.510 on the Effective Date, “very low-income household” means a single person, family, or unrelated persons living together whose income is at or below fifty percent of the median income, adjusted for household size, for the county where the affordable housing is located, and “low-income household” means a single person, family, or unrelated persons living together whose income is more than fifty percent but is at or below eighty percent of the median income in Clark County, Washington.
- D. For the purposes of this Covenant, “affordable housing” means: (i) for rental housing, rents payable by low-income households shall not exceed thirty percent (30%) of eighty percent (80%) of area median income in Clark County, Washington, adjusted for household size for rent and utilities, other than telephone; or (ii) for permanently affordable homeownership, thirty-eight percent (38%) of the household’s monthly income for mortgage principal, interest, property taxes, homeowner’s insurance, homeowner’s association fees, and land lease fees, as applicable. In addition, total household debt is no more than forty-five percent (45%) of the monthly household income.
- E. Grantor shall make all residential units constructed on the Property available for rent or lease solely to “low-income households” or “very low-income households” at lease or rent rates that qualify as “affordable housing,” in accordance with the definitions provided herein. For the avoidance of doubt, Grantor shall be permitted to rent one hundred percent (100%) of the units constructed on the Property to low-income households whose income at initial occupancy does not exceed eighty percent of the median income in Clark County, Washington.
- F. Grantor shall keep all records and make any reports relating to compliance with this Covenant that the Grantee may reasonably require for matters consistent with this Covenant, in accordance with applicable law.
- G. In providing the affordable housing, Grantor will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063; Executive Order 11246; Architectural Barriers Act of 1968; and Americans with Disabilities Act.
- H. This Covenant and all of its provisions shall run with the land and be binding upon Grantor and any and all of its assigns and successors in interest into whose ownership the Property may pass, and any obligations made by Grantor shall be enforceable against all of its assigns and successors in interest into whose ownership the Property may pass, and all of them, except as this Covenant shall expressly provide to the contrary.

- I. Those signatories who sign on behalf of a Grantor as an entity are expressly vested by the by-laws of the entity which they purport to represent with the authority to bind such entity in the manner in which such signatories have purported to bind their principal herein.
- J. In the event of any litigation arising under this Covenant, or with respect hereto, the law of the State of Washington will control and, and all signatories hereto, do hereby submit themselves personally to the jurisdiction of the courts of the State of Washington, and do hereby agree that any action arising hereunder may be instituted in Clark County Superior Court, if the parties are served, including anywhere not within the State of Washington, any method authorized by Washington law.
- K. If Grantee commits any breach of this Covenant (an “Event of Default”), Grantee shall give Grantor written notice of such Event of Default, whether as a discreet instant or as a continuous pattern of violation. Grantor shall have thirty (30) days after notice from Grantee to cure such Event of Default; provided, however, if the nonperformance is of such a nature that it cannot reasonably be cured within thirty (30) days, then it shall not constitute an Event of Default so long as Grantor promptly commences and thereafter diligently prosecutes a cure to completion (the “Corrective Action”); provided, however, that the default must be cured no later than ninety (90) days after notice from Grantee of nonperformance (the “Corrective Action Period”).
- L. Upon an Event of Default and Grantor’s failure to take Corrective Action:
 - i. Grantee shall be entitled to payment by Grantor of any amounts collected by Grantor on the Property in excess of affordable housing rates permitted by this Covenant and any amounts collected by Grantor on the Property from occupants who do not qualify as a low-income household or very low-income household, as defined in this Covenant, with such payment being made to an affordable housing fund controlled and designated by Grantee; and
 - ii. Grantee may institute and prosecute any proceeding at law or equity to enjoin any such violation or to compel specific performance by the Grantor of its obligations hereunder; provided that, the Grantor shall not be required by any provision herein to evict a residential tenant.
- M. Grantor shall report to Grantee, in a form provided by or approved by Grantor, the following information annually for the Covenant Term:
 - Address and name of project
 - Total number of units
 - Individual unit data including but not limited to:
 - Unit number
 - Number of bedrooms
 - Household size
 - Monthly rent payment
 - Utility allowance
 - Gross income for all household adults over 18 years of age

- N. This Covenant shall remain in full force and effect for the Covenant Term or until amended, modified, or terminated by the action of Grantee in proceedings appropriate for that purpose.

IN WITNESS HEREOF, Native American Youth and Family Center, an Oregon nonprofit public benefit corporation, has executed this Covenant on the date set forth below.

GRANTEE:

NATIVE AMERICAN YOUTH AND FAMILY CENTER,
an Oregon nonprofit public benefit corporation

By: _____
Oscar Arana, Chief Executive Officer

STATE OF OREGON)
)ss
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Oscar Arana, Chief Executive Officer of Native American Youth and Family Center, an Oregon nonprofit public benefit corporation.

Notary Public; State of OREGON
Print Name: _____
My Commission Expires: _____

EXHIBIT A TO AFFORDABLE HOUSING COVENANT:
PROPERTY LEGAL DESCRIPTION

**LEGAL DESCRIPTION FOR
BUILDING 3 PARCEL**

ALL of Lots 3, 4 and portions of Lots 1, 2, 5, 6 and 7, Block 38 and a portion of Lot 1 of Block 45, Town of Vancouver (commonly known as West Vancouver), according to the Plat thereof, recorded in Volume B of Plats, Page 40, records of Clark County, Washington, located in the Southwest quarter of Section 27, Township 2 North Range 1 East, Willamette Meridian described as follows:

COMMENCING at the Northeast corner of said Block 38, said Northeast corner being on the Southerly right of way line of West 6th Street;

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Containing 28,152 Square Feet

Exhibit E. Assignment of Intangibles.

ASSIGNMENT OF INTANGIBLES

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY OF VANCOUVER, a Washington municipal corporation (“Assignor”), hereby assigns, transfers, sets over and delivers to Native American Youth and Family Center, an Oregon nonprofit public benefit corporation (“Assignee”), all of Assignor’s right, title, and interest in and to all of the following: (a) all rights, privileges, licenses, and easements appurtenant to the real property described in the attached Exhibit A (the “Real Property”), including, without limitation, all minerals, oil, gas, and other hydrocarbon substances on and under the Real Property, as well as all development rights, air rights, and water rights; (b) all governmental approvals, entitlements, permits, warranties, guaranties, and development rights or credits related to the Real Property; and (c) all other intangible property owned by Assignor pertaining to the Real Property.

This Assignment of Intangibles shall be binding upon Assignor and shall inure to the benefit of Assignee and each of their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Intangibles effective as of _____, 20__.

ASSIGNOR:

CITY OF VANCOUVER,
a Washington municipal corporation

By: _____
Name: _____
Title: City Manager or Designee

Approved as to Form:

By: _____
Name: _____
Title: City Attorney or Designee

Exhibit A to Assignment of Intangibles. Description of Property.

[insert when available]

A RESOLUTION of the City of Vancouver Council designating Vancouver as a BEE CITY USA® affiliate.

Staff Report: 061-25

To: Mayor and City Council
From: City Manager
Date: April 7, 2025

Subject

Resolution to Designate Vancouver as a Bee City USA Affiliate

Key Points

- The Bee City USA affiliate designation reinforces the City's commitment to climate resilience.
- The areas of focus that are called for with this designation are already underway and being addressed by the City and partners.
- This designation demonstrates commitment that will support continued progress.

Strategic Plan Alignment

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future

Present Situation

Recognition as a Bee City USA affiliate demonstrates a commitment to ongoing efforts in pollinator preservation. The areas of focus called for under this designation are very much in alignment with current achievements that both the City and community-based organizations, such as the Vancouver Bee Project, have been working towards for several years. By completing the final action, *Adopt a Bee City USA Resolution*, the City will affirm its dedication to sustainable practices and continue to engage the community in supporting pollinator-friendly initiatives. This resolution can pave the way for future projects, educational programs, and partnerships that further enhance habitats and protect these vital species.

The Bee City USA affiliate expectations are described in the attached resolution. This calls for the formation of a pollinator subcommittee. Vancouver formed our pollinator subcommittee in 2024 consisting of representatives from the Urban Forestry Commission and the Parks and Recreation Advisory Commission. Additional members include the Vancouver Bee Project and other local experts.

The subcommittee is tasked with the following areas of focus. Here is a summary of efforts that are currently underway in these areas:

1. **Celebration:** Vancouver will celebrate National Pollinator Week annually, with activities and events that engage the community in pollinator protection. Signs celebrating the Bee City USA designation, and a website hosted by the Vancouver Bee Project will be used to communicate the designation and provide pollinator-specific resources. Vancouver will host its second annual Pollinator Festival on June 21, 2025.

2. **Publicity and Information:** The Naturespaces Program, Water Resources Education Center, Vancouver Bee Project, and Pollinator Subcommittee will continue offering workshops, educational materials, and events to raise awareness about the importance of pollinators. The City will also install and maintain at least one Bee City USA street sign.
3. **Habitat:** Staff and partners plan to track, sustain, and expand pollinator gardens in parks, schools, and public spaces across the city, with a focus on native plants. Work to expand habitat on public lands is already underway within Urban Forestry and the Naturespaces Program.
4. **Pollinator-Friendly Pest Management:** The City already has an Integrated Pest Management (IPM) Plan. Staff will continue to collaborate with city stakeholders like the Parks, Recreation and Cultural Services Department, the Grounds Management Division and local stakeholders to implement pollinator-friendly pest management strategies that reduce the use of harmful pesticides.
5. **Policy & Plans:** Work is underway to propose a policy in the City's comprehensive plan that acknowledges commitment to pollinators consistent with the Bee City USA designation. We will consider other relevant documents and policies, such as the Climate Action Framework, to reflect additional appropriate measures to protect and conserve pollinators.
6. **Renewal:** The Bee City USA accomplishments and affiliation will be reported and renewed annually by the Naturespaces program.

This designation will be a culmination of work to engage our community and build partnerships and support. Examples include:

- The Urban Forestry & Parks and Recreation Advisory Commissions both unanimously recommended approval of the resolution and designation.
- Over 1,100 people have signed the Vancouver Bee Projects, Change.org petition supporting Vancouver becoming a Bee City USA.
- In 2024, the Vancouver Bee Project participated in or provided over 70 events and workshops while engaging over 72,000 people, provided educational programming to 16 schools, provided enough free native wildflower seeds to plant over 4 acres of pollinator habitat, provided over 1,000 free native pollinator plants to community members, and providing over 700 volunteer hours.
- The City's Naturespaces program highlights a strong community commitment to sustainable landscapes. During the last two years, 12 Naturespace spots were established within parks, urban natural areas, meadows, and right-of-ways. Nearly 4,700 native plants were installed, and 302 cubic yards of invasive plants were removed on 7.31 acres of public land. Over 730 volunteers dedicated almost 3,500 hours of service to enhancing the ecosystem services of these sustainable spaces, equating to an estimated value of \$108,000. The creation of accessible green spaces through Naturespaces fosters community connections to nature enhances the quality of life for residents and pollinators and leads to a deeper appreciation for the environment.

Advantage(s)

1. Supporting pollinators increases biodiversity through a healthy, diverse ecosystem which supports plants, animals, and human populations.
2. Supporting pollinators increases food security as many fruits, vegetables, and nuts depend on pollination.
3. Supporting pollinators ensures the health of our natural landscapes, which in turn benefits water quality, air quality, and climate resilience.

4. Bee City USA designation will not be a significant change; it is a recognition of the progress the community has already achieved and will support additional steps.

Challenge(s)

Expanding the impacts of current efforts will take time. However, there exists alignment by City staff, Commissioners and community partners, that can ensure steady progress.

Budget Impact

City efforts to support the Bee City USA designation, as described here, are supported by existing staff and budget appropriation. There is not an additional budget impact from the adoption of the resolution.

Prior Council Review

None

Action Requested

On Monday, April 7, 2025, adopt a resolution to designate Vancouver as a Bee City USA affiliate.

Staff Contact

Hailey Heath, Volunteer Coordinator 2, Hailey.Heath@cityofvancouver.us

Attachments:

1. Vancouver BEE CITY USA Resolution

[April 7, 2025]

RESOLUTION NO. M - _____

A RESOLUTION of the City of Vancouver Council designating Vancouver as a BEE CITY USA® affiliate.

WHEREAS, the mission of BEE CITY USA is to galvanize communities to sustain pollinators, responsible for the reproduction of almost 90% of the world's flowering plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

WHEREAS, thanks to the more than 3,600 species of native bees in the United States, along with introduced honey bees, we have very diverse dietary choices rich in fruits, nuts, and vegetables; and

WHEREAS, bees and other pollinators have experienced population declines due to a combination of habitat loss, poor nutrition, pesticides (including insecticides, fungicides, and herbicides), parasites, diseases, and climate change; and

WHEREAS, pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local growers; and

WHEREAS, ideal pollinator-friendly habitat (A) Is comprised of mostly native wildflowers, grasses, vines, shrubs, and trees blooming in succession throughout the growing season to provide diverse and abundant nectar and pollen, since many wild pollinators prefer or depend on the native plants with which they co-adapted; (B) is free to nearly free of pesticides, as many pesticides can harm pollinators and/or their habitat; (C) comprises undisturbed spaces (leaf and brush piles, unmown fields or field margins, fallen trees and other dead wood) for nesting and overwintering; and (D) provides connectivity between habitat areas to support pollinator movement and resilience; and

WHEREAS, Integrated Pest Management (IPM) is a long-term approach to maintaining healthy landscapes and facilities that minimizes risks to people and the environment by: identifying and removing the causes of pest problems rather than only attacking the symptoms (the pests); employing pests' natural enemies along with cultural, mechanical, and physical controls when prevention is not enough; and using pesticides only when no other method is feasible or effective; and

WHEREAS, supporting pollinators fosters broad-based community engagement in environmental awareness and sustainability; and

WHEREAS, Vancouver should be certified a *BEE CITY USA* community. By supporting the Bee City USA process you move towards joining a growing network of cities across the United States dedicated to protecting pollinators and their habitats. This commitment will act as an affirmation of current actions and guide for future actions that support sustainable landscapes for people and pollinators.

NOW THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Findings. to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, Vancouver chooses to support and encourage healthy pollinator habitat creation and enhancement, resolving as follows:

1. Designate Vancouver as BEE CITY USA Affiliate.
2. The City of Vancouver Naturespaces program, part of the Parks, Recreation, and Cultural Services Department is hereby designated as the BEE CITY USA sponsor.
3. The Volunteer Coordinator of Naturespaces is designated as the BEE CITY USA Liaison.
4. Facilitation of Vancouver's BEE CITY USA program is assigned to the Pollinator Sub Committee.
5. Vancouver's Pollinator Sub Committee is authorized to and shall:
 - a. **Celebration:** Host at least one educational event or pollinator habitat planting or restoration each year to showcase the City of Vancouver's commitment to raising awareness of pollinator conservation and expanding pollinator health and habitat.
 - b. **Publicity & Information:** Install and maintain at least one authorized BEE CITY USA street sign in a prominent location, and create and maintain a webpage on the City of Vancouver website which includes, at minimum a copy of this resolution and links to the national BEE CITY USA website; contact information for your BEE CITY USA Liaison and Committee; reports of the pollinator-friendly activities the community has accomplished the previous year(s); and your recommended native plant species list and integrated pest management plan (explained below).

RESOLUTION - 2

- c. **Habitat:** Develop and implement a program to create or expand pollinator-friendly habitat on public and private land, which includes, but is not limited to, Identifying and inventorying Vancouver's real property that can be enhanced with pollinator-friendly plantings; creating a recommended locally native plant list to include wildflowers, grasses, vines, shrubs, and trees and a list of local suppliers for those species; and, tracking (by square footage and/or acreage) annual area of pollinator habitat created or enhanced.
- d. **Pollinator-Friendly Pest Management:** Create and adopt an integrated pest management (IPM) plan designed to prevent pest problems, reduce pesticide use, and expand the use of non-chemical pest management methods.
- e. **Policy & Plans:** Establish, through the City of Vancouver, a policy in the City of Vancouver Comprehensive Plan to acknowledge and commit to the BEE CITY USA designation and review the Comprehensive Plan and other relevant documents to consider improvements to pest management policies and practices as they relate to pollinator conservation, identify appropriate locations for pollinator-friendly plantings, and consider other appropriate measures.
- f. **Renewal:** After completing the first calendar year as a BEE CITY USA affiliate, each February, apply for renewal of Vancouver's BEE CITY USA designation following the format provided by BEE CITY USA, including a report of the previous year's BEE CITY USA activities, and paying the renewal fee based on Vancouver's population.

Section 2. Effective Date. This resolution is effective immediately.

ADOPTED at a Regular Meeting of the Vancouver City Council this ____, of _____, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Acting City Attorney

A RESOLUTION relating to City Council policies and procedures for “Councilmember Appointment to Boards and Commissions;” amending City Council Policy 100-06.

Staff Report: 062-25

To: Mayor and City Council
From: City Manager
Date: April 7, 2025

Subject

Resolution to amend City Council Policy 100-06, Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Task Forces

Key Points

- City Council policies provide a valuable operational framework which, though non-legally binding, is generally followed absent more specific, policy-level direction from the City Council.
- The Vancouver City Council meets periodically to review its policies and make amendments as necessary.
- On December 16, 2024, City Council discussed changes to City Council Policies 100-06, Council Appointment of Community Members to Boards, Commissions, Advisory Committees.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation

City Council Policy No. 100-06 was last updated in 2021. Periodic review and updates to the policy are necessary to reflect changes in City policy as well as best practices in municipal governance.

During the City Manager communications on December 16, 2024, the City Council heard proposed changes to the policies and expressed interest in considering some of these changes and other refinements to the policy. Attached for the City Council's consideration are proposed modifications that, if adopted, would:

- Update policy with equitable and inclusive language.
- Where the authority exists to do so, align terms of service to four (4) years.
- Two applicants will be forwarded to a Council subcommittee interview panel by staff liaison and board/commission chair to be interviewed (with the inclusion of one alternate as well as all applications).
- Partial term language reinstated to clarify that appointment to a term of six (6) months or less is not considered a full term.
- Reappointment may be considered upon receipt of a letter of continued interest to the staff liaison and board/commission chair and review by a Council subcommittee.
- Require subsequent modifications to the Vancouver Municipal Code where necessary to align to current appointment practices, which will come forward to a future Council agenda.

Advantage(s)

Provides an efficient and equitable interview process for City Council Boards and Commissions.

Challenge(s)

None

Budget Impact

None

Prior Council Review

December 16, 2024 - City Manager Communications

Action Requested

On Monday, April 7, 2025, adopt a resolution amending City Council Policy 100-06.

Staff Contact

Lisa Brandl, Deputy City Manager, lisa.brandl@cityofvancouver.us

Attachments:

1. Presentation
2. Memo
3. Resolution
4. Policy 100-06 - Edits
5. Policy 100-06 - CLEAN



CITY OF
Vancouver
WASHINGTON

City Council Boards and Commissions Update

Lisa Brandl
Deputy City Manager

Tawny Maruhn
Senior Support Specialist City Manager's
Office
April 7, 2025

Engagement and Outreach Update



Boards and Commission Updates

- Streamlined 2025 annual schedule
- Tabling at Community Resource Fair on February 5th at FVRL
- Participated in the Civic Minds resource fair on January 30th
- Advertised openings in OON Newsletter
- Shared current openings with community partners via email
 - Upcoming- Tabling events, development of promotional video, launch of Board Application Portal, and increase social media presence

Impact...

- 38 percent increase in January 2025 Culture, Arts and Heritage applications received, compared to January 2024 applications
- 36 percent increase in January 2025 VHA applications received, compared to January 2024 applications



Boards and Commissions Application Portal

- Mobile friendly
- Can customize questions for each board
- Dynamic integrations
 - Analytics
 - Streamlined process to review applications
 - Enhanced customer experience



Discussion and Questions



Thank you



MEMORANDUM

DATE: April 7, 2025

TO: City Council

FROM: Lisa Brandl, Deputy City Manager

RE: Other Updates to City Council Policy 100-06, Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Work Groups

CC: Lon Pluckhahn, City Manager

I. Introduction

The purpose of this memo is to summarize other updates related to City Council Policy 100-06, Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Work Groups that were brought up during the December 16, 2024, presentation.

II. Other Updates

- a. Youth – Youth age group clarified to be between the ages of 18 -25. Current youth seats on the Boards will convert when terms expire or are vacant, whichever occurs first.
- b. Selection of age bracket is voluntary unless purposely applying for a vacant youth seat. A “prefer not to answer” selection has been added as an option for an applicant to voluntarily select.
- c. The application includes a question where an applicant can select any other board or commissions they are interested in serving on. When recruitment begins for any of these boards or commissions, they will be invited to apply via email and can also sign up for board recruitment email updates on our website.

III. Validation of Boards and Commissions

- a. A question was raised if the Council would like to validate the active Boards and Commissions. Active Boards and Commissions are available for Council review within the “clean” Council Policy 100-06 on pages 11-12.

IV. Staff Support Updates

- a. Streamlined 2025 annual schedule

- b. Attended Community resource fair on February 5th at Fort Vancouver Regional Library
- c. Participated in Civic Minds resource fair on January 30th
- d. Advertised openings in OON newsletter
- e. Shared current openings with community partners via email
- f. Upcoming: Resource fair attendances, promotional video creation, launch of Board online application portal, increased social media presence
- g. Impacts: 38% year-over-year increase in January 2025 Culture, Arts and Heritage applications received from 2024; 36% year-over-year increase in January 2025 Vancouver Housing Authority applications received from 2024

4/7/2025

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION relating to City Council policies and procedures for “Councilmember Appointment to Boards and Commissions;” amending City Council Policy 100-06.

WHEREAS, Council policies and procedures provide a valuable operational framework and are reviewed periodically by the City Council for updates and revisions; and

WHEREAS, the Vancouver City Council met on December 16, 2024, reviewed Council Policy 100-06, and identified areas for revision and improvement.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Findings. The City Council adopts the above recitals and the information in SR_____ and materials attached thereto, the attached revisions to City Council Policy and Procedure entitled “Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Work Groups,” No. 100-06, last modified June 6, 2022, by Resolution M-4127, are hereby adopted.

Section 2. Effective Date. This Resolution together with its prescribed changes to City Council Policy 100-06 shall become effective immediately.

ADOPTED at a Regular Meeting of the Vancouver City Council this 7th day, of April, 2025.

RESOLUTION - 1

Anne McEnery-Ogle, Mayor

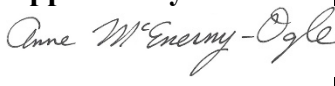
Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

RESOLUTION - 2

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	Administrative/Council/City Manager			
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Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Work Groups	Supersedes 06/06/22	Prepared by: 	Approved by: 	

1.0 Purpose

The purpose of this policy is to establish policies, using equitable guidance, for appointment of community members to serve on city boards, commissions, advisory committees and work groups.

2.0 Organizations Affected

All boards, commissions, advisory committees and work groups.

3.0 References

Resolution No. M-1751, March 25, 1974
Resolution No. M-2386, February 2, 1984
Memorandum to Mayor and City Council, April 15, 1998
Resolution No. M-3179, June 15, 1999
Resolution No. M-3254, November 22, 1999
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Resolution No. M-3980, September 24, 2018
Resolution No. M-4157, December 13, 2021
Resolution No. M-4172, June 6, 2022
Resolution No. M- , April 7, 2025

4.0 Declaration of Policy

The City of Vancouver's boards, commissions, committees and ~~task forces~~ work groups provide an invaluable service to the City. Their advice on a variety of subjects aids the

Mayor and Councilmembers in the decision making- process. Effective community member participation is an invaluable tool for local government.

City regulatory and advisory bodies provide an opportunity for community members who want to participate in public service to be involved in governmental boards, commissions, committees and task forces. These bodies can also serve as a training ground or stepping-stone for qualified persons who are interested in seeking public office.

4.1 Authority

The City Council of the City of Vancouver is specifically empowered by state law, City Charter, and ordinance to fill by appointment all boards and commissions established by such state law, charter or ordinance, or such other advisory boards or commissions as the Council deems necessary or advisable. In the exercise of this power, it is the desire of the City Council to establish an equitable and consistent policy in its decision-making role to fairly select community members who desire to serve on boards or commissions. To this end, this policy has been created, and it shall remain in effect until such time as the City Council desires to amend or modify it in part or revoke it in whole.

The City Manager is responsible for the oversight and administration of the process by which the advisory boards and commissions program is managed. The City Manager shall assign primary coordination of the Boards and Commissions program to a staff member within the City Manager's Office, who shall conduct annual community outreach and recruitment activities for all forecasted board, commission, committee, or work group vacancies.

4.2 Term Limits

Terms for all advisory bodies are for a period of four (4) years. Unless superseded by regulatory provisions or legal authority appointees to City advisory bodies may be reappointed once for a maximum of two (2) terms. The City Manager's staff shall establish procedures for reappointment requests in alignment with the full annual recruitment process.

Appointments to an unexpired term shall not be considered as a full term in these criteria.

Definitions

5.1 Public Development Authority/ Public Corporation

A public development authority is an independent legal entity established pursuant to state statute (RCW 35.21.730 - .755) to administer and execute federal grants or

programs and to receive and administer other public and private funds in order to accomplish a public purpose. Authorities include the Downtown Redevelopment Authority and the City Center Redevelopment Authority.

5.2 Board

A semi-autonomous body established pursuant to federal or state statute or authority or city ordinance. Actions of a board are usually appealable to designated courts of law. Boards related to city affairs include, Building - Fire Codes Board of Appeals, Vancouver Public Facilities District Board, Vancouver Housing Authority Board, Fort Vancouver Regional Library District Board, and Clark County Mosquito Control District Board of Trustees.

5.3 Commission

A body established by city ordinance to study and recommend action to the City Council. Authority of commissions is delegated from Council or, in the case of telecommunications and solid waste, in conjunction with the County Commissioners. With the exception of the Civil Service Commission, some actions of commissioners are appealed directly to City Council. Commissions established by city ordinances include: City/County Telecommunications Commission, Cultural Commission, Civil Service Commission, Parks and Recreation Commission, Planning Commission, Private For-Hire Transportation Commission, Salary Review Commission, and Urban Forestry Commission.

5.4 Committee

A body appointed by Council with a specified task or function. Committee action ordinarily will be subjected to review and/or appeal to City Council or to a commission established by Council. City of Vancouver committees include the Aviation Advisory Committee, Charter Review Committee, Lodging Tax Advisory Committee, Parking Advisory Committee, Port of Portland Citizen Noise Advisory Committee, and the Design Review Committee.

5.5 Ad Hoc Work Group

A body appointed by Council to study or work on a particular subject or problem. A task force will cease to exist upon completion of its charge as given by the Council. Examples of previously appointed task force bodies are the Water/Sewer Rate Task Force and the Cruising Task Force.

Formation and Dissolution of Committees

6.1 Establishment

These advisory bodies originate from different sources. Some are established by ordinance while others are established by motion of the City Council. It is at the discretion of the Council as to whether or not any advisory body should be established by ordinance. See Section 16.0 for the current list of City Advisory Committees.

6.2 Statement of Purpose and Function

Every advisory body, when it is formed, will have a specific statement of purpose and function, which will be re-examined periodically by City Council to determine its effectiveness. This statement of purpose is made available to all community members when they are appointed.

6.3 Size

The size of each advisory group is determined by City Council and the size is related to its duties and responsibilities.

6.4 Periodic Review

Every four years, established boards, commissions and committees will be evaluated on a regular cycle by the City Manager in consultation with the Mayor and Mayor Pro Tem. The schedule of review of each body will be staggered in a rational manner to prevent all bodies from being under review simultaneously. Review will examine the bodies' purpose and compliance with their respective bylaws, Vancouver Municipal Code, Council policy, and other pertinent governing documents and legislation. The system of evaluation will be determined by the City Manager in consultation with the Mayor and Mayor Pro Tem. The City Manager shall prepare a report to the Council summarizing the review, including any recommended actions.

Upon Council direction, such evaluation of an individual board, commission, or committee may take place outside of the regular four-year cycle if the Council deems it necessary to do so.

6.5 Dissolution

City Council may dissolve any advisory body that, in their opinion, is no longer necessary to the work of the city, is not functioning as intended or for any other reason.

7.0 Initial Appointment Criteria

Every Board, Commission, Advisory Committee and Task Force formed by the City is an opportunity to build credibility and trust with community members. Accountability in these structures is a foundational element of equitable engagement. To this end, it shall

be the policy of the City Council to evaluate each applicant for appointment on an objective basis, utilizing the following criteria:

, Equity and Inclusion (EI) – In the context of appointing community members to City Boards, Commissions, Advisory Committees, and Work Groups, the City’s commitment to DEI advancing equity and inclusion is as follows:

~~a) Diversity—The makeup of committees convened by the City should reflect the demographic diversity of the city across race/ethnicity, gender, socioeconomic status, geography and areas of expertise. When conducting outreach to solicit interest from the community as prospective committee members, the City should specifically focus on communities that have historically been excluded from public decision-making processes. These include “underserved communities” which can be defined in many ways, but typically include populations that have experienced systemic and institutional barriers resulting in disparate outcomes (in health, education, housing, employment, etc.). These populations may include communities of color, LGBTQ+ communities, low-income communities, people with disabilities, and those who are unhoused.~~

Demographic Diversity – The committees convened by the City should reflect the city's current demographic diversity, including, but not limited to, race, ethnicity, gender, socioeconomic status, age, disability, geography, and lived experiences.

When conducting outreach to solicit interest from the community as prospective committee members, the City should specifically focus on communities currently and historically excluded from public decision-making processes. These include “underrecognized and underrepresented communities,” which the City defines as populations that have been marginalized and are experiencing systemic and institutional barriers resulting in disparate outcomes (in health, education, housing, employment, etc.). These populations consist of, but are not limited to, communities of color, youth, immigrants and refugees, disabled, low-income, lesbian, gay, bisexual, transgender, and queer communities, and those who are unhoused.

~~b) Equity—Broadly, equity can be defined by concepts of fairness or justice in the way people are treated. It ensures that all communities have the resources and support they need to reach their full potential. In the context of stakeholder involvement, equitable approaches center the voices of those most impacted, identify and analyze the unique needs of specific populations in relationship to an issue or decision, and ensure that identity (e.g., race or ethnicity) is not a predictor of outcomes.~~

Equity – The City defines equity as ensuring that all individuals are treated fairly and have equal access to opportunities and advancement without facing barriers. This principle recognizes that some groups may have been historically underrepresented or underrecognized, and therefore, fairness in addressing these imbalanced conditions is necessary to provide equal opportunities to all groups.

In the context of community involvement, equitable approaches center the voices of those most impacted, identify and analyze the unique needs of specific populations in relationship to an issue or decision, and ensure that identity (e.g., race or ethnicity) is not a predictor of outcomes.

~~e) Inclusion – The City strives to ensure that all members of our community are afforded opportunities to participate in decisions about programs, activities, and services that may affect them. Inclusion ensures that the public can influence decisions, that their concerns will be considered throughout processes, and that decision makers intentionally seek out and facilitate the involvement of those most negatively impacted by disparities in outcomes and decisions.~~

Inclusion and Access – The City strives to ensure that all community members can be a part of decisions regarding programs, activities, and services that may affect them. Inclusion grants the public opportunities to impact decisions, and their concerns will be considered. Decision-makers intentionally search for and facilitate the involvement of those most negatively affected by disparities in outcomes and decisions.

Residency - Appointments to certain boards and commissions must, by state law or local ordinance, be limited to residents of the City of Vancouver. It is preferable that all appointments be filled by city residents. However, persons living outside the City of Vancouver may be considered and appointed to positions not legally restricted to city residents when determined appropriate by the Council.

City Employment – City employees will not be appointed to City boards, committees, commissions, and work groups, but they may apply and be considered appointment to non-City bodies. The City Council may choose to nominate a City staff member to serve as the City representative on Clark County Advisory Commissions.

Contributive Potential – City Council shall evaluate the potential contribution that each applicant may make if appointed to a board or commission. Factors to guide Council in its evaluation of this could include evaluation of an applicant's

- a) Commitment to advancing City Council goals of equity, resilience, and community safety in relevant decision-making processes.
- b) Ability to develop and form decisions based on factual information and decision-making criteria in addition to an ability to express ideas, concepts or philosophies.
- c) Lived experience in the community and/or history of service on other boards, commissions, advisory committees, task forces, committees, or informal community involvement. A highly prioritized applicant may describe expertise and involvement with formal structures, like Parent Teacher Associations, neighborhood or business associations, or history with volunteering, for example, in their faith community. There are also trusted community members who may be sources of connection because they support other needs in community, including community-based childcare systems, coach their children's teams, or engage in activism around community-identified issues.

- d) Ability to apply personal and professional knowledge, experiences, skills, perspectives and values for the benefit of the broader community. (A successful applicant may describe formal education or professional experience that demonstrate expertise. Applicants may also describe “informal” experiences, including social and environmental backgrounds that also demonstrate important skills and expertise. For example, houseless or formerly unhoused people may bring both the expertise from understanding the experiences and challenges of these populations, but also the ingenuity, creativity, perseverance, and social skills necessary day to day.
- e) Ability to help the City connect with diverse community voices. Communities connect and stay connected in many ways, and looking for both traditional examples, like volunteer management, leadership in faith communities, or outreach and organizing experience (with a community-based organization, or around a particular issue of concern) may demonstrate existing relationships beneficial to ensuring the committee is reaching many audiences. For many communities, connections also occur outside of these structures and activities as well, including in spaces like multifamily housing where resources may be shared, or the barbershop or hair salon, or coffee shop where community comes together. This may also include communities where elders serve as vital connections.
- f) Understanding of, and appreciation for, the responsibility of participating on a public board and the transparency and public nature of deliberation and decision-making that this requires. Applicants should demonstrate a commitment to operating within the scope of assigned Board, Commission, Advisory Committee or Work Group.
- g) Commitment to inclusive and thoughtful behavior in all interactions with other Commissioners, applicants, community members and City staff.
- h) Commitment to an open process that includes the many voices that are part of our community, and incorporates community participation and community engagement.
- i) Ability to take a long-term view and consider individual projects and policy decisions in the context of how they contribute to the City’s overall growth and development over a 20-50 year time horizon.
- j) Ability to consider different perspectives on an issue and balance multiple perspectives when developing a recommendation.
- k) Commitment to environmental stewardship that honors and reflects the history of the land, water, air and natural world upon which we exist and depend.

Time Available to Serve – Individuals applying to serve on boards, commissions, advisory committees and work groups must have a willingness to commit to regular and consistent attendance and participation at meetings throughout assigned term of appointment. It is requested that applicants consider their capacity when applying. Applicants are invited to raise any questions or concerns regarding accessibility, scheduling or accommodations during the recruitment process.

Diverse Sectional Composition – Maintaining a diverse balance of community representation is recognized as a desirable goal in the appointment of community members to boards, commissions, advisory committees and work groups when applicable. Specifically, diversity of knowledge, experiences, skills, perspectives and values that enhance the level of representative perspectives included on the applicable Board, Commission, Advisory Committee or Work Group. This may include a variety of characteristics and experiences, including: diversity in demographic and socioeconomic characteristics; diversity of housing tenure experiences (rental, homeownership, houselessness, etc.); diversity in length of time living in the region and city/region/country of origin; diversity of educational and professional experience; diversity in geographic location where members live and work around the City and region; diversity of primary mode of transportation; and/or diversity in volunteer and philanthropic affiliations.

In order to maximize participation across multiple spectrums of the community, appointees to community member boards, commissions, committees and task forces serve on only one committee, unless qualified applicants cannot be identified or other special circumstances are identified.

8.0 Reappointment

Incumbents who wish to be reappointed and who are eligible for reappointment in accordance with the provisions of section 4.2 shall provide a Letter of Continued Interest to the staff liaison and chair of that board of commission within 60 days prior to the expiration of their term. There is not a vested right to reappointment for any position.

The board or commission Staff Liaison and Chair will provide an overview of the prior service for any incumbent seeking reappointment. This memo will accompany the incumbent's Letter of Continued interest and include the following information:

- a) Regularity of attendance.
- b) Understanding of committee or commission function.
- c) Effectiveness.
- d) Demonstrated contribution during past term of office on issues, programs, policies, etc., of the advisory board, committee or commission.
- e) Number of terms served.

The final decision to appoint an incumbent is at the subcommittee's discretion. If the incumbent is not selected for reappointment, then staff will open the seat for recruitment through the appointment process outlined in section 9.0.

9.0 Assessment of Applicant Pool and Recommendation for Appointment

Following an annual application period, the Mayor and City Council Committees, assigned per Council Policy 100-33, shall be responsible for evaluating candidates and forwarding recommendations for appointment to fill forecasted vacancies and/or reappointment requests on advisory boards, committees, commissions and task forces.

Upon conclusion of such evaluation, the Council subcommittee members will notify the City Manager's staff as to which candidate(s) they wish to recommend to the full Council for appointment and/or reappointment.

Unless specified in Section 9.1, the City Council Subcommittees are responsible for the evaluation and appointment recommendations for all advisory boards, committees, commissions, and task forces. Ad hoc committees formed to focus on shorter-term issues, such as the Strategic Plan, shall be appointed by the City Manager.

9.1 Mayoral Authority in Evaluating Candidates and Making Appointments

The Mayor shall evaluate and directly appoint members to the following bodies:

- Vancouver Housing Authority (per RCW 35.82.040)
- Civil Service Commission (per VMC 2.57.010)

Subject to City Council final approval, the Mayor shall evaluate and appoint members to the following bodies:

- Charter Review Committee (per City Charter Section 11.17)
- Parks and Recreation Advisory Committee (per VMC 2.16.010; City Charter Section 8.05)
- 
- Salary Review Commission (per City Charter Section 2.18)

9.2 Council Appointment

Council subcommittee recommendations are brought forward for consideration by the full City Council at a Council meeting. The appointment or reappointment will appear on the Council's Consent Agenda for the scheduled meeting date.

Members of all boards and commissions subject to Council approval will be appointed by a majority vote of the Council.

9.3 Notification of Council Decision

Each applicant and relevant Staff Liaison(s) shall be notified of the decision of the Council within three (3) business days of the Council action on the proposed appointment(s) at a Council meeting.

9.4 Records

The City Manager's Office shall maintain all records associated with advisory board and commission recruitments and appointments in accordance with the Public Records Act and related retention requirements.

9.5 Recognition

The Mayor will send a certificate of appreciation and letter of thanks to each member of a board or commission upon the completion of a term.

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10.0 Council Concerns about Recommendations

Councilmembers should raise any concerns about any recommendation with the Mayor prior to the City Council meeting that is scheduled for the approval of the appointment.

11.0 Removal of Members

Council may terminate any Council-confirmed appointment prior to the expiration of that member's term of office by a majority vote of the City Council if the Council finds cause for removal, unless otherwise provided for in governing bylaws, and city, state or federal law applicable to the City board, commission, advisory committee, or work group at issue.

12.0 Overlapping Terms Intended

Lengths of terms vary from one advisory body to another, but in all cases, overlapping terms are intended. On special work task forces, where a specific project is the purpose, there need not be terms of office.

13.0 Committee Operation

City Council expects new members will be oriented to the roles and responsibilities of their appointment.

14.0 Yearly Report to City Council

Each Committee should make a report to City Council each year. This report need not be presented in person.

15.0 Lobbying Efforts Consistent with City Policy

Lobbying efforts by any advisory bodies on legislative or political matters should first be checked for consistency with existing City policy by contacting the City Manager's office. In the event a position is taken that differs from that of the City's policy, an advisory body acting as an official body of the City of Vancouver cannot represent that position before another body, i.e., the State Legislature or the Clark County Board of Commissioners. An individual member is free to voice a position, oral or written, on any issue as long as it is made clear that they are not speaking as a representative of the City of Vancouver, or as a member of their commission, committee or task force.

ATTACHMENT A
CITY OF VANCOUVER BOARDS, COMMISSIONS, ADVISORY COMMITTEES
AND WORK GROUPS

Body	Appointing Authority	Governing Legislation
Aviation Advisory Committee	City Council	VMC 10.05.040
Building & Fire Code Commission	City Council	VMC 17.08.040
City Center Redevelopment Authority Board of Directors	City Council	VMC 2.71.080
Charter Review Committee	Mayor, with City Council approval	City Charter Section 11.17
Civil Service Commission	Mayor	VMC 2.57.010
Clark County Arts Commission (1 seat)	Clark County Council upon nomination by City Council	Clark County Resolution # 2010-03-07
Clark County Historic Preservation Commission (2 seats)	City Council	VMC 20.220.050; Clark County Ordinance 40.250.030
Clark County Mosquito Control Board of Trustees (1 seat)	Clark County Council upon nomination by City Council	RCW 17.28.110
Clark County Public Health Advisory Council (1 seat)	Clark County Board of Health upon nomination by Council	RCW 70.46.140
Culture, Arts and Heritage Commission	City Council	VMC 2.88
Downtown Redevelopment Authority Board of Directors	City Council	VMC 2.73.010
Fort Vancouver Regional Library Board of Trustees	Clark, Skamania and Klickitat county Councils upon nomination by City Council	RCW 27.12.190; Charter Section 8.06
Lodging Tax Advisory Committee	City Council	RCW 67.28.1817
Parking Advisory Committee	City Council	VMC 2.63.020
Parks and Recreation Advisory Commission	Mayor, with City Council approval	VMC 2.16.010; Charter 8.05
PDX Citizen Noise Advisory Committee	City Council	Port of Portland Port Executive Director
Planning Commission	Mayor, with City Council approval	VMC 20.220.010; Charter 8.02
Public Facilities District Board of Directors	City Council	RCW 35.57.010
Salary Review Commission	Mayor, with City Council approval	City Charter Section 2.18
(City/County) Telecommunications Commission	Mayor, with City Council approval	VMC 5.19.300

Transportation and Mobility Commission	Mayor, with City Council approval	VMC 11.75
Urban Forestry Commission	City Council	VMC 12.02.010
Vancouver Housing Authority Board of Commissioners	Mayor	RCW 35.82.040; Charter Section 8.04

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Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Work Groups	Supersedes 06/06/22	Prepared by: [City Manager signature]	Approved by: [Mayor signature]	

1.0 Purpose

The purpose of this policy is to establish policies guiding the appointment of community members to serve on city boards, commissions, advisory committees and work groups.

2.0 Organizations Affected

All boards, commissions, advisory committees, and work groups.

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Appointments to an unexpired term up to six (6) months shall not be considered as a full term in these criteria.

5.0 Definitions

5.1 Public Development Authority/ Public Corporation

A public development authority is an independent legal entity established pursuant to state statute (RCW 35.21.730 - .755) to administer and execute federal grants or programs and to receive and administer other public and private funds in order to accomplish a public purpose. Authorities include the Downtown Redevelopment Authority and the City Center Redevelopment Authority.

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6.0 Formation and Dissolution of Committees

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Residency - Appointments to certain boards and commissions must, by state law or local ordinance, be limited to residents of the City of Vancouver. It is preferable that all appointments be filled by city residents. However, persons living outside the City of Vancouver may be considered and appointed to positions not legally restricted to city residents when determined appropriate by the Council.

City Employment – City employees will not be appointed to City boards, committees, commissions, and work groups, but they may apply and be considered appointment to non-City bodies. The City Council may choose to nominate a City staff member to serve as the City representative on Clark County Advisory Commissions.

Contributive Potential – City Council shall evaluate the potential contribution that each applicant may make if appointed to a board or commission. Factors to guide Council in its evaluation of this could include evaluation of an applicant's.

- a) Commitment to advancing City Council goals of equity, resilience, and community safety in relevant decision-making processes.

- b) Ability to develop and form decisions based on factual information and decision-making criteria in addition to an ability to express ideas, concepts or philosophies.
- c) Lived experience in the community and/or history of service on other boards, commissions, advisory committees, work groups, committees, or informal community involvement. A highly prioritized applicant may describe expertise and involvement with formal structures, like Parent Teacher Associations, neighborhood or business associations, or history with volunteering, for example, in their faith community. There are also trusted community members who may be sources of connection because they support other needs in community, including community-based childcare systems, coach their children's teams, or engage in activism around community-identified issues.
- d) Ability to apply personal and professional knowledge, experiences, skills, perspectives, and values for the benefit of the broader community. (A successful applicant may describe formal education or professional experience that demonstrate expertise. Applicants may also describe "informal" experiences, including social and environmental backgrounds that also demonstrate important skills and expertise. For example, houseless or formerly unhoused people may bring both the expertise from understanding the experiences and challenges of these populations, but also the ingenuity, creativity, perseverance, and social skills necessary day to day.
- e) Ability to help the City connect with diverse community voices. Communities connect and stay connected in many ways, and looking for both traditional examples, like volunteer management, leadership in faith communities, or outreach and organizing experience (with a community-based organization, or around a particular issue of concern) may demonstrate existing relationships beneficial to ensuring the committee is reaching many audiences. For many communities, connections also occur outside of these structures and activities as well, including in spaces like multifamily housing where resources may be shared, or the barbershop or hair salon, or coffee shop where community comes together. This may also include communities where elders serve as vital connections.
- f) Understanding of, and appreciation for, the responsibility of participating on a public board and the transparency and public nature of deliberation and decision-making that this requires. Applicants should demonstrate a commitment to operating within the scope of assigned Board, Commission, Advisory Committee or Work Group.
- g) Commitment to inclusive and thoughtful behavior in all interactions with other Commissioners, applicants, community members and City staff.
- h) Commitment to an open process that includes the many voices that are part of our community and incorporates community participation and community engagement.
- i) Ability to take a long-term view and consider individual projects and policy decisions in the context of how they contribute to the City's overall growth and development over a 20–50-year time horizon.

- j) Ability to consider different perspectives on an issue and balance multiple perspectives when developing a recommendation.
- k) Commitment to environmental stewardship that honors and reflects the history of the land, water, air and natural world upon which we exist and depend.

Time Available to Serve – Individuals applying to serve on boards, commissions, advisory committees, and work groups must have a willingness to commit to regular and consistent attendance and participation at meetings throughout assigned term of appointment. It is requested that applicants consider their capacity when applying. Applicants are invited to raise any questions or concerns regarding accessibility, scheduling, or accommodations during the recruitment process.

Diverse Sectional Composition – Maintaining a diverse balance of community representation is recognized as a desirable goal in the appointment of community members to boards, commissions, advisory committees, and work groups when applicable. Specifically, diversity of knowledge, experiences, skills, perspectives, and values that enhance the level of representative perspectives included on the applicable Board, Commission, Advisory Committee or Work Group. This may include a variety of characteristics and experiences, including: diversity in demographic and socioeconomic characteristics; diversity of housing tenure experiences (rental, homeownership, houselessness, etc.); diversity in length of time living in the region and city/region/country of origin; diversity of educational and professional experience; diversity in geographic location where members live and work around the City and region; diversity of primary mode of transportation; and/or diversity in volunteer and philanthropic affiliations.

In order to maximize participation across multiple spectrums of the community, appointees to community member boards, commissions, committees and work groups serve on only one committee, unless qualified applicants cannot be identified, or other special circumstances are identified.

8.0 Reappointment

Incumbents who wish to be reappointed and who are eligible for reappointment in accordance with the provisions of section 4.2 shall provide a Letter of Continued Interest to the staff liaison and chair of that board or commission within 60 days prior to the expiration of their term. There is not a vested right to reappointment for any position.

The staff liaison and board/commission chair will forward their recommendation to reappoint or not reappoint to the Council subcommittee. Their recommendation will consider the following into their decision:

- a) Regularity of attendance.
- b) Understanding of committee or commission function.
- c) Effectiveness.
- d) Demonstrated contribution during past term of office on issues, programs, policies, etc., of the advisory board, committee or commission.

- e) Number of terms served.

The final decision to appoint an incumbent is at the Council subcommittee's discretion. If the incumbent is not selected for reappointment, then staff will open the seat for recruitment and assessed through the appointment process outlined in section 9.0.

9.0 Assessment of Applicant Pool and Recommendation for Appointment

Following an application period, the Mayor, and City Council Committees, assigned per City Council Policy 100-33, shall be responsible for evaluating candidates and forwarding recommendations for appointment to fill forecasted vacancies and/or reappointment requests on advisory boards, committees, commissions and work groups.

Upon conclusion of such evaluation, the Council subcommittee members will notify the City Manager's staff as to which candidate(s) they wish to recommend to the full Council for appointment and/or reappointment.

Unless specified in Section 9.1, the City Council Subcommittees are responsible for the evaluation and appointment recommendations for all appointed boards, committees, commissions, and work groups. In the event a recruitment pertains to at least a quorum of the total number of positions of the subject board, committee, commission or work group, both Council subcommittees will be engaged to evaluate candidates and provide appointment recommendations.

Ad hoc committees formed to focus on shorter-term issues, such as the Strategic Plan, shall be appointed by the City Manager.

9.1 Mayoral Authority in Evaluating Candidates and Making Appointments

The Mayor shall evaluate and directly appoint members to the following bodies:

- Vancouver Housing Authority (per RCW 35.82.040)
- Civil Service Commission (per VMC 2.57.010)

Subject to City Council final approval, the Mayor shall evaluate and appoint members to the following bodies:

- Charter Review Committee (per City Charter Section 11.17)
- Parks and Recreation Advisory Committee (per VMC 2.16.010; City Charter Section 8.05)
- Salary Review Commission (per City Charter Section 2.18)

9.2 Council Appointment

Council subcommittee recommendations are brought forward for consideration by the full City Council at a Council meeting. The appointment or reappointment will appear on the Council's Consent Agenda for the scheduled meeting date.

Members of all boards and commissions subject to Council approval will be appointed by a majority vote of the Council.

9.3 Notification of Council Decision

Each applicant and relevant Staff Liaison(s) shall be notified of the decision of the Council within three (3) business days of the Council action on the proposed appointment(s) at a Council meeting.

9.4 Records

The City Manager's Office shall maintain all records associated with advisory board and commission recruitments and appointments in accordance with the Public Records Act and related retention requirements.

9.5 Recognition

The Mayor will send a certificate of appreciation and letter of thanks to each member of a board or commission upon the completion of a term.

10.0 Council Concerns about Recommendations

Councilmembers should raise any concerns about any recommendation with the Mayor prior to the City Council meeting that is scheduled for the approval of the appointment.

11.0 Removal of Members

Council may terminate any Council-confirmed appointment prior to the expiration of that member's term of office by a majority vote of the City Council if the Council finds cause for removal, unless otherwise provided for in governing bylaws, and city, state or federal law applicable to the City board, commission, advisory committee, or work group at issue.

12.0 Overlapping Terms Intended

Lengths of terms vary from one advisory body to another, but in all cases, overlapping terms are intended. On special work groups, where a specific project is the purpose, there need not be terms of office.

13.0 Committee Operation

City Council expects new members will be oriented to the roles and responsibilities of their appointment.

14.0 Yearly Report to City Council

Each Committee should make a report to City Council each year. This report need not be presented in person.

15.0 Lobbying Efforts Consistent with City Policy

Lobbying efforts by any advisory bodies on legislative or political matters should first be checked for consistency with existing City policy by contacting the City Manager's office. In the event a position is taken that differs from that of the City's policy, an advisory body acting as an official body of the City of Vancouver cannot represent that position before another body, i.e., the State Legislature or the Clark County Board of Commissioners. An individual member is free to voice a position, oral or written, on any issue as long as it is made clear that they are not speaking as a representative of the City of Vancouver, or as a member of their commission, committee or work group.

ATTACHMENT A
CITY OF VANCOUVER BOARDS, COMMISSIONS, ADVISORY COMMITTEES
AND WORK GROUPS

Body	Appointing Authority	Governing Legislation
Aviation Advisory Committee	City Council	VMC 10.05.040
Building & Fire Code Commission	City Council	VMC 17.08.040
City Center Redevelopment Authority Board of Directors	City Council	VMC 2.71.080
Charter Review Committee	Mayor, with City Council approval	City Charter Section 11.17
Civil Service Commission	Mayor	VMC 2.57.010
Clark County Arts Commission (1 seat)	Clark County Council upon nomination by City Council	Clark County Resolution # 2010-03-07
Clark County Historic Preservation Commission (2 seats)	City Council	VMC 20.220.050; Clark County Ordinance 40.250.030
Clark County Mosquito Control Board of Trustees (1 seat)	Clark County Council upon nomination by City Council	RCW 17.28.110
Clark County Public Health Advisory Council (1 seat)	Clark County Board of Health upon nomination by Council	RCW 70.46.140
Culture, Arts and Heritage Commission	City Council	VMC 2.88
Downtown Redevelopment Authority Board of Directors	City Council	VMC 2.73.010
Fort Vancouver Regional Library Board of Trustees	Clark, Skamania and Klickitat county Councils upon nomination by City Council	RCW 27.12.190; Charter Section 8.06
Lodging Tax Advisory Committee	City Council	RCW 67.28.1817
Parking Advisory Committee	City Council	VMC 2.63.020
Parks and Recreation Advisory Commission	Mayor, with City Council approval	VMC 2.16.010; Charter 8.05
PDX Citizen Noise Advisory Committee	City Council	Port of Portland Port Executive Director
Planning Commission	Mayor, with City Council approval	VMC 20.220.010; Charter 8.02
Public Facilities District Board of Directors	City Council	RCW 35.57.010
Salary Review Commission	Mayor, with City Council approval	City Charter Section 2.18
(City/County) Telecommunications Commission	Mayor, with City Council approval	VMC 5.19.300
Transportation and Mobility Commission	Mayor, with City Council approval	VMC 11.75

Urban Forestry Commission	City Council	VMC 12.02.010
Vancouver Housing Authority Board of Commissioners	Mayor	RCW 35.82.040; Charter Section 8.04

A RESOLUTION of the City Council of the City of Vancouver approving an agreement between the City of Vancouver and West 6th VWG LLLP (Applicant) for a construction sales and use tax deferral for the development property located at 615 W 6th Street, Vancouver, WA 98660, Assessor's tax parcel #49360000 (Property) further described through legal description in Exhibit A.

Staff Report: 063-25

To: Mayor and City Council
From: City Manager
Date: April 7, 2025

Subject

Vancouver Gateway Construction Sales Tax Deferral

Key Points

- This project is the first Waterfront Gateway building moving forward.
- The project adds 95 new affordable residential housing units to City's housing supply.
- All rental units will be restricted to households earning at or below 80% area median income for ten years.
- Deferral will forego future sales tax revenue from this project.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Culture and Heritage – celebrating culture and heritage

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

Present Situation

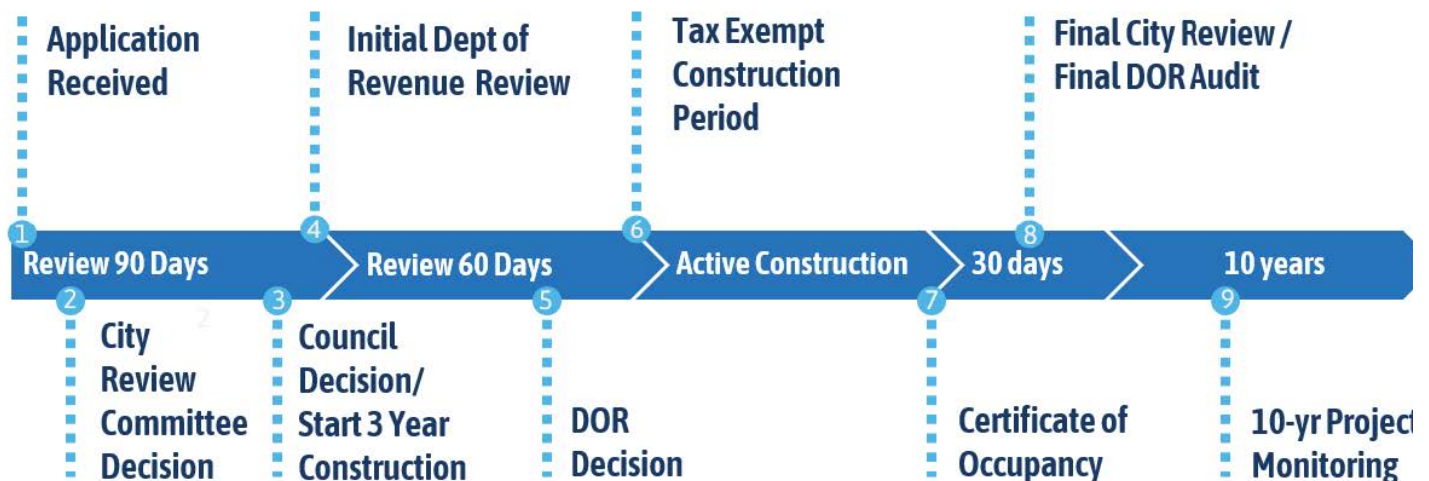
In January 2025, City Council approved Ordinance M-4493, allowing a sales and use tax exemption for projects providing affordable housing on underdeveloped sites previously used for parking lots. Under this program the property owner may receive a tax exemption certificate for sales and use taxes associated with construction costs of new residential construction projects. In return, the property owner commits to providing a minimum of 50% of the total new rental units as affordable to low-income households earning 80% area median income or less and whose monthly housing costs, including utilities other than telephone, do not exceed 30% of the household's monthly income. Project construction must be completed (as determined by an issued building permit occupancy permit) within three years of receiving the conditional certificate of tax deferral.

The construction sales and use tax deferral process consists of a "conditional" and "final" certificate application. First is a conditional certificate approval process. Prior to beginning construction, the applicant submits an application outlining how the project meets the required program eligibility requirements. The application is reviewed by staff and a review committee composed of the Finance and Economic Prosperity and Housing directors. If the conditional certificate is approved by the

review committee, the application is then presented before the City Council for decision. Following the conditional certificate decision by Council, the applicant must submit a similar application to the Department of Revenue for review. If the Department of Revenue concurs, a conditional tax exemption certificate is issued for the project owner to use for associated construction costs. The applicant then has three years to complete the project.

After issuance of the building occupancy permit, the final certificate approval and second certificate phase occurs. At this stage, the project owner provides evidence to the City that all the conditional certificate conditions of approval have been met. If the requirements of the conditional certificate are met, the City will provide a written decision to the applicant who will then submit that decision to the Department of Revenue to schedule a final audit of the deferred tax receipts. Following the completion of the final certificate, the City will monitor the development for income affordability compliance annually for 10 years. The City will report on deferral certificate compliance to the Department of Revenue annually. If the applicant maintains the conditions of the tax deferral agreement, the deferred taxes will not need to be repaid.

Application Process Timeline



The proposed development project is located at 615 W 6th Street at the northwestern corner of the Vancouver City Hall parking lot. This project is part of the larger Waterfront Gateway project, which includes a mix of market rate multifamily and office buildings. Colas Development Group ("CDG") will be partnering with Native American Youth and Family Center ("NAYA") on the development of the affordable housing building at the Waterfront Gateway. This site will be owned separately from the remaining properties being developed by LPC West. CDG and NAYA have partnered to form a new development entity, West 6th VWG LLLP, to serve as developer and owner of the project. NAYA will provide resident services, development support, leasing support and asset management for the project.

The project is a 95-unit, multifamily, residential development. The unit mix will consist of studio, 1, 2, and 3-bedroom apartments. Units will be air-conditioned. The building is required to be built to a LEED gold standard per the Waterfront Gateway Disposition and Development Agreement approved by Council in October 2023. Sustainable elements include an all-electric building, on-site solar array, electric hot water heat pumps, healthy materials, and a high-performing building envelope. While the CSTD program requires the property owner to restrict 50% of the total units at 80% of the area

median income for a 10-yr period, the applicant commits to serve households earning between 50% and 60% of area median income for all units for the first 50 years as a result of using other incentive programs.

The financial impacts on the City and other taxing districts are determined by the value of the construction costs for the project. The estimated building construction cost is \$32,500,480. The sales and use tax rate as of April 1, 2025, will be 8.8%, which translates to a total foregone tax amount of \$2,680,042.24. The breakdown of forgone sales taxes distributed by district is shown in the table below. The City's share of the potential forgone sales and use tax revenue would be \$390,005.76. These forgone taxes would be realized over the 3-year construction period.

Taxing District	Sales Tax %	Foregone Tax Amount
State	6.50%	\$2,112,531.20
City	1.20%	\$390,005.76
C-Tran	0.70%	\$227,503.36
County	0.40%	\$130,001.92
Total	8.80%	\$2,860,042.24

The developer is using multiple incentives to move this project forward. The project has received awards from the City's Affordable Housing Fund and the State's Connecting Housing to Infrastructure Program (CHIP) programs as well as the State low-income housing tax credit program, and has also applied to the City for an impact fee discount (also under City Council consideration on the April 7 agenda). The presence of these other subsidies and incentives, and their respective requirements, will result in 17 units restricted at 50% area median income and the remaining 78 units restricted at 60% area median income for at least 50 years. If approved, the development impact fee discount will result in retaining at least 80% AMI income limits on the property in perpetuity.

2024 Annual Income Levels					
Area Median Income	1-Person Household	2-Person Household	3-Person Household	4-Person Household	5-Person Household
80%	\$66,100	\$75,550	\$85,000	\$94,400	\$102,000
60%	\$49,560	\$56,640	\$63,720	\$70,800	\$76,500
50%	\$41,300	\$47,200	\$53,100	\$59,000	\$63,750

Advantage(s)

1. Project adds 95 multifamily units to the City's affordable housing supply.
2. The tax deferral certificate requires affordability for 48 units at 80% AMI for 10 years.

Challenge(s)

Assuming the project would have moved forward without the sales and use tax deferral, this action

represents a potential loss of \$390,005.76 in future tax revenue.

Budget Impact

The proposal does not affect the City's adopted budget because the project is not under construction and paying sales and use taxes. However, the sales tax exemption will reduce tax revenues typically received on new construction.

Prior Council Review

- Vancouver Waterfront Gateway Disposition and Development agreement, October 9, 2023
- Vancouver Waterfront Gateway Purchase and Sale Agreement April 7, 2025 (Pending decision)
- Vancouver Waterfront Gateway Impact fee Exemption, April 7, 2025 (Pending decision)

Action Requested

On Monday April 7, 2025, adopt the resolution granting a construction sales and use tax deferral for the Vancouver Waterfront Gateway affordable housing project.

Staff Contact

Bryan Monroe, Associate Housing Project Coordinator, bryan.monroe@cityofvancouver.us

Attachments:

1. Presentation- VWG CSTD Cond Certificate
2. Resolution and Agreement- VWG CSTD Cond Certificate FINAL
3. Drawing- Site Plan and Rendering- VGW CSTD Conditional Certificate



CITY OF
Vancouver
WASHINGTON

Construction Sales Tax Deferral Vancouver Waterfront Gateway

Bryan Monroe

Associate Housing Coordinator
Economic Prosperity and Housing
April 7, 2025

Agenda



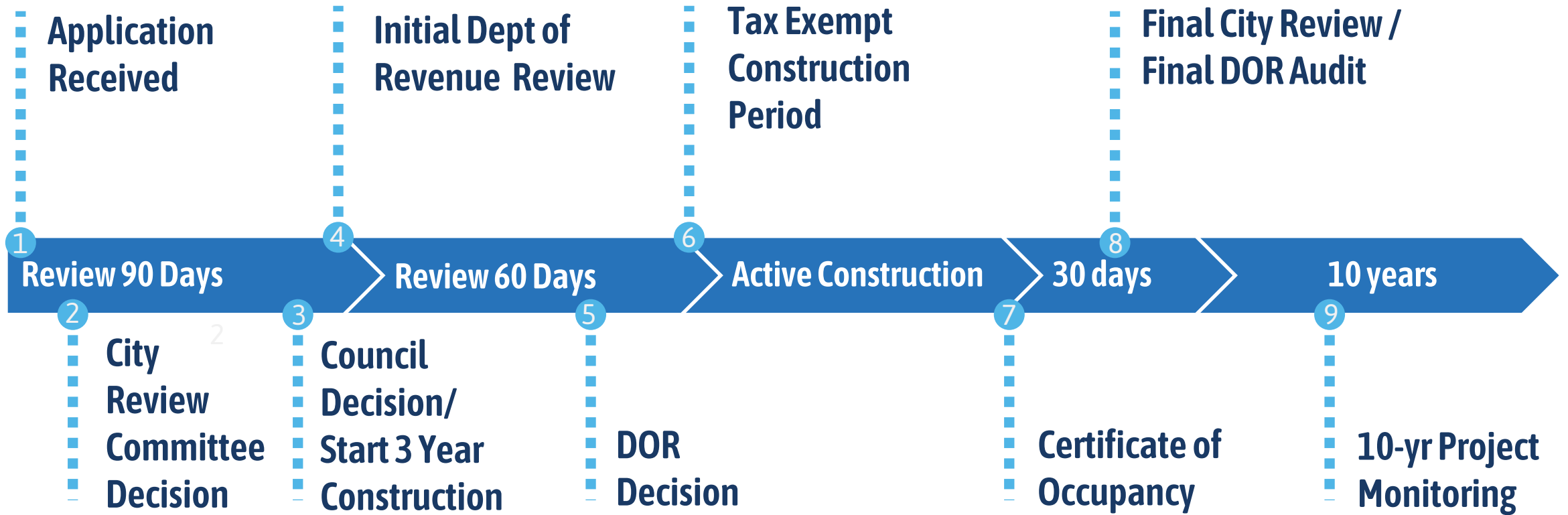
- CSTD Program Overview
- CSTD Process Timeline
- Project Description
- Tax Exemption Value
- Low-Income Definition
- Discussion / Questions

CSTD Program Overview

- New affordable housing incentive tool available for strategic projects
- Optimization of underutilized parking lot land
- Incentive for rental and ownership opportunities
- 50% of the units must be affordable rental housing (80% AMI)
- Helps add affordable units to the city's housing supply and leverage scarce public funds



Application Process Timeline



Project Description

6-story building

95 Units

-19 Studios @ 490 square feet

-42 One-Bedrooms @630 square feet

-24 Two-Bedrooms @890 square feet

-10 Three-Bedrooms @ 1,150 square feet

Units restricted to 80% area median income

(Applicant proposing units at 50-60% area median income)

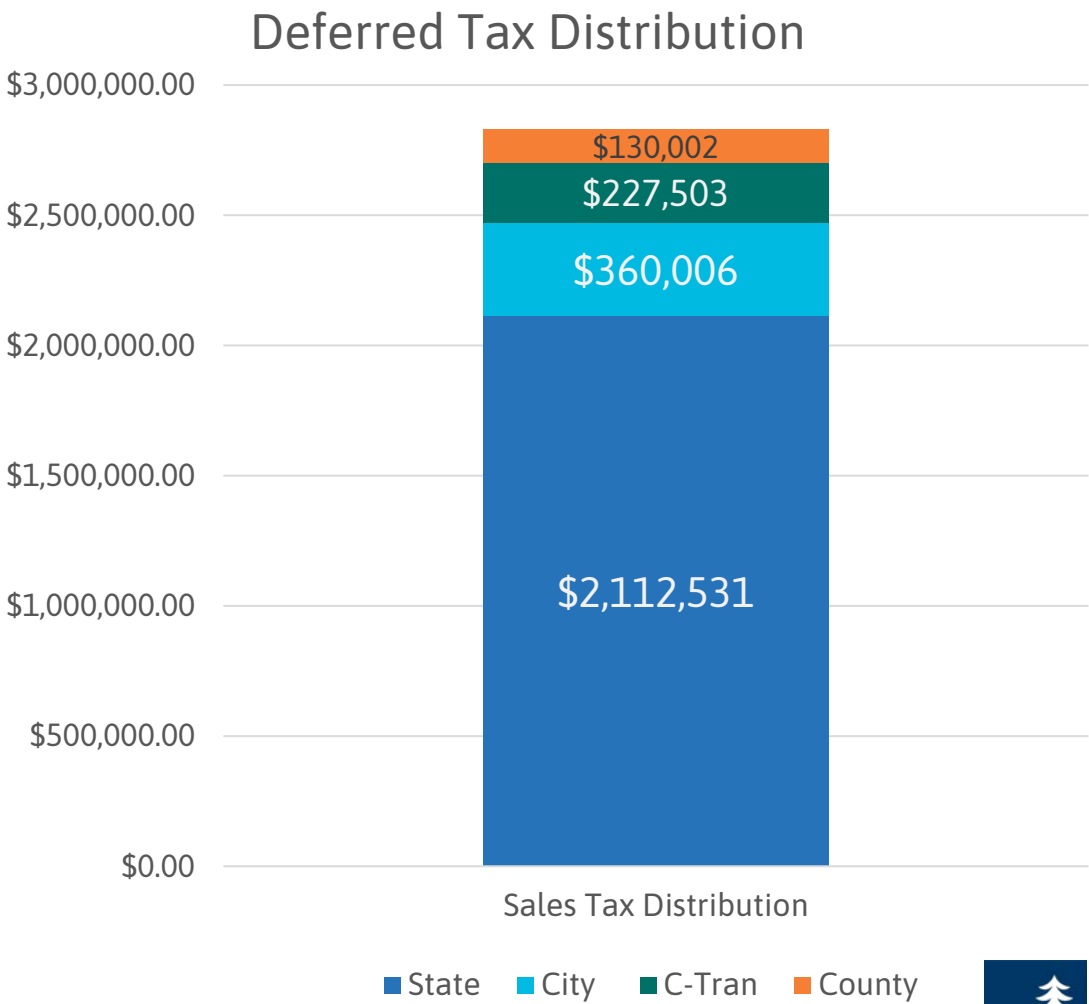
LEED gold construction standard

Air-conditioned units



Tax Exemption Value

Taxing District	Sales Tax %	Forgone Tax
State	6.50%	\$2,112,531.20
City	1.20%	\$390,005.76
C-Tran	0.70%	\$227,503.36
County	0.40%	\$130,001.92
Total	8.80%	\$2,860,042.24



2024 Maximum Annual Income Levels

% Area Family Income	1-Person Household	2-Person Household	3-Person Household	4-Person Household	5-Person Household	6-Person Household
80% MFI	\$66,100	\$75,550	\$85,000	\$94,400	\$102,000	\$109,550
60% MFI	\$49,560	\$56,640	\$63,720	\$70,800	\$76,500	\$82,140
50% MFI	\$41,300	\$47,200	\$53,100	\$59,000	\$63,750	\$68,450



Discussion / Questions



Bryan Monroe- Associate Housing Coordinator
bryan.monroe@cityofvancouver.us

8 | Vancouver Waterfront Gateway Impact Fee Exemption



[Meeting Date]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City Council of the City of Vancouver approving an agreement between the City of Vancouver and WEST 6th VWG LLLP (Applicant) for a construction sales and use tax deferral for the development property located at 615 W 6th Street, Vancouver, WA 98660, Assessor's tax parcel #49360000 (Property) further described through legal description in Exhibit A.

WHEREAS, in 2022 the Washington State Legislature enacted Engrossed Second Substitute Senate Bill 5755, now codified as chapter 82.92 RCW, "to encourage the redevelopment of underdeveloped land in targeted urban areas, thereby increasing affordable housing, employment opportunities, and helping accomplish the other planning goals of Washington cities"; and

WHEREAS, the City of Vancouver (City) has a deficit of affordable housing for very low, low, and moderate-income households and determined that advancing the sales and use tax incentive program would aid in addressing affordable housing in benefit to its citizens; and

WHEREAS, the City has, pursuant to authority granted under the Revised Code of Washington (RCW 82.92), adopted a program to allow construction sales and use tax deferrals for income restricted residential projects built over underutilized land previously used for parking lots; and

WHEREAS, the City has set forth through VMC 5.98.070 a program and associated regulations under which property owners may qualify for a "Construction Sales and Use Tax

RESOLUTION - 1

Deferral” which subsequently certifies to the Washington Department of Revenue that a property is eligible to receive a sales and use tax deferral in return for income restricted housing units; and

WHEREAS, the City of Vancouver is currently the legal owner of the property (in the process of completing a purchase and sale agreement with Applicant), and therefore technically considered as an applicant for the conditional construction sales and use tax deferral application process until the purchase and sale is completed and ownership and “Applicant” status is reassigned to WEST 6th VWG LLLP as sole owner/applicant.

WHEREAS, WEST 6th VWG LLLP (the contract purchaser of the Property), pending completion of a purchase and sale agreement with the City of Vancouver, will act as Applicant.

WHEREAS, Applicant is interested in subsequently receiving a sales and use tax deferral for constructing 95 units of multifamily, income-based, rental housing meeting the eligibility criteria identified in Chapter 5.98.070 VMC (Findings Exhibit C); and,

WHEREAS, the Applicant agrees to rent at least 50 percent of the total development units as income-based housing to households with annual incomes at or below 80 percent of area median income for 10 years following the issuance of the certificate of occupancy.

WHEREAS, the Applicant has submitted to the City a complete application for the City’s Construction Sales Tax Deferral program outlining a proposed development of new, income restricted, multi-family rental housing, to be constructed on the Property; and

WHEREAS, the City has determined that the Applicant’s proposed development can satisfy the required eligibility requirements for a construction sales and use tax deferral.

RESOLUTION - 2

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The Agreement attached hereto as Exhibit B between WEST 6th VWG LLLP and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager or their designee is authorized to execute the Agreement attached hereto as Exhibit B.

ADOPTED at a regular session of the Vancouver City Council this 7th day of April 2025.

Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Nena Cook, City Attorney

Resolution
Exhibit A- Legal Description

Tax lot 49360000

ALL of Lots 3, 4 and portions of Lots 1, 2, 5, 6 and 7, Block 38 and a portion of Lot 1 of Block 45, Town of Vancouver {commonly known as West Vancouver), according to the Plat thereof, recorded in Volume B of Plats, Page 40, records of Clark County, Washington, located in the Southwest quarter of Section 27, Township 2 North Range 1 East, Willamette Meridian described as follows:

COMMENCING at the Northeast corner of said Block 38, said Northeast corner being on the Southerly right of way line of West 6th Street;

THENCE North 87°39'52" West along the North line of said Block 38 and the Southerly right of way of West 6th Street, a distance of 3.75 feet to the TRUE POINT OF BEGINNING;

THENCE South 02°21'06" West, parallel with the East line of said Block 38, a distance of 75.46 Feet;

THENCE South 81°55'26" West 87.91 Feet;

THENCE South 36°00'24" West 85.42 Feet to the Northeasterly right of way of the Burlington Northern Railroad and a 3777.22 non-tangent radius curve to the right;

THENCE along said Northeasterly line and along said 3777.22 Foot radius curve to the right (the long chord of which, bears North 45°35'30" West 242.42 Feet), an arc distance of 242.46 Feet to a point on the Southerly right of way line of West 6th Street;

THENCE South 87°39'52" East along said Southerly right of way line of West 6th Street, 313.79 feet to the TRUE POINT OF BEGINNING.

Containing 28,152 Square Feet

RESOLUTION - 4

Resolution
Exhibit B- Agreement
AGREEMENT
for
Construction Sales and Use Tax Deferral

THIS AGREEMENT is entered into this ____ day of ____ 2025, by and between WEST 6th VWG LLLP (hereinafter referred to as “Applicant”) and their respective, heirs, executors, administrators, successors and assigns, 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 income restricted multi-family housing, to encourage the redevelopment of underdeveloped land in targeted urban areas, thereby increasing affordable housing, employment opportunities, and advance the other planning goals of the City.

WHEREAS, the City has, pursuant to authority granted to it under section 82.92 of the Revised Code of Washington (RCW), adopted provision for a construction sales and use tax deferral program for income restricted multifamily housing units built on underutilized land, and

WHEREAS, the City has through VMC 5.98.070 enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Washington Department of Revenue that the Applicant is eligible to receive sales tax deferral, and

WHEREAS, the Applicant is interested in receiving sales and use tax deferral for constructing 95 units of new multifamily residential rental housing where 48 units (50% of total units) are restricted to households earning 80% or less of the area median income, as established annually by the United States Department of Housing and Urban Development, for 10 years following building occupancy certificate date.

WHEREAS, the Applicant has submitted to the City a complete application for the City’s Construction Sales Tax Deferral Program outlining a proposed development of new multi-family rental housing, to be constructed on property located at 615 W 6th Street, Vancouver, WA 98660 (Property), Assessor’s tax lot 49360000; and,

WHEREAS, the City has determined that the Applicant’s proposed development outlined herein will satisfy the requirements for a conditional certificate of sales and use tax deferral certificate.

RESOLUTION - 5

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

1. The City agrees to issue the Applicant a conditional certificate of sales and use tax deferral.
2. The Applicant agrees to construct on the Property 95 units of multifamily residential rental housing, as depicted in the site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this Agreement.
3. The Applicant commits to renting at least fifty percent of the multi-family housing units (48 units) as “Affordable rental housing” by providing income restricted units to households earning at or below 80% of the area median income and whose monthly housing costs, including utilities other than telephone, do not exceed 30% of the household's monthly income.
4. The Applicant agrees to ensure and maintain a proportional mix of the different unit types offered in the building as follows during the deferral period:
 - 18 Studio units
 - 25 one-bedroom units
 - 4 two-bedroom units
 - 1 three-bedroom units
5. The Applicant agrees to submit a conditional certificate of construction sales and use tax deferral application to the Washington State Department of Revenue (DOR) before initiation of construction on the project.
6. The Applicant agrees to complete construction of the development as evidenced by the City issuance of a building permit occupancy permit within three years of receiving the certificate of conditional tax deferral unless granted a one-time two-year extension by the City.
7. Applicant agrees that the project is, or will be, at the time of completion, in conformance with RCW 82.92 and all local plans and regulations that apply at the time the application is approved.
8. The Applicant agrees to construct the development to meet LEED Gold standard.
9. The Applicant agrees to include information about the availability of designated CSTD affordable units in any advertising or marketing for the property.
10. Following completion of construction, the Applicant agrees to report tenant incomes annually during the 10-year deferral period to ensure continued compliance with program requirements.

11. Applicant agrees to pay a \$500 fee to the City annually for rent compliance monitoring.
12. The Applicant agrees to notify the City and Department of Revenue in the event the ownership of the Property or improvements are transferred to a new entity.
13. Applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.
14. Applicant Agrees notify the City and Department of Revenue within 60 days of a change in use or intended discontinuance of the tax deferral program.
15. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
16. 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.
17. Applicant agrees that this Agreement is subject to the Construction Sales and Use Tax Deferral Program set forth at Vancouver Municipal Code, Chapter 5.98.070.

CITY OF VANCOUVER

Lon Pluckhahn, City Manager

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Nena Cook, City Attorney

RESOLUTION - 7

WEST 6th VWG LLLP, a Washington limited liability partnership

By: CDG VWG, LLC a Washington limited liability company

Its: Administrative General Partner

By: _____

Print Name: Andrew Colas- Manager

By: NAYA Waterfront GP LLC, an Oregon limited liability company

Its: Managing General Partner

By: Native American Youth and Family Center, an Oregon nonprofit public benefit corporation

Its: Manager

By: _____

Print Name: Oscar Arana- Chief Executive Officer

Resolution
Exhibit C- Eligibility and Application Requirements

Application Components:

- ☒ A city provided application form signed by the property owner
- ☒ Information describing the justification for supporting the requested deferral including information indicated on the application form or in the guidelines
- ☒ Application fee of \$5,000 plus \$75 dollars per housing unit
- ☒ A description of the investment project including the number, type and size of units being constructed; Completed
- ☒ Site plan, floor plans, elevation and other applicable project drawings
- ☒ A construction budget and project proforma
- ☒ An estimated construction timeline
- ☒ A statement that the applicant is aware of the potential tax liability involved if the investment project ceases to be used for eligible uses
- ☒ A statement that the applicant is aware that the investment project must be completed and receive a certificate of occupancy within three years from the approval date of the conditional certificate application
- ☒ A statement that the applicant is aware that the governing authority or the city official authorized by the governing authority may extend the deadline for completion of construction or rehabilitation for a period not to exceed 24 consecutive months
- ☒ A statement that the applicant would not have built in this location without the availability of the CSTD tax deferral

Application Requirements:

In order for the city to grant approval of the tax deferral the following criteria shall be met:

Condition: The applicant must be the property owner, and the CSTD application must be received by the Department of Revenue before initiation of construction.

Finding: The City of Vancouver is the current property owner and has a purchase and sale agreement with the project developer WEST 6th VWG LLLP. The City of Vancouver will be the applicant/property owner for purposes of the initial construction and sales tax deferral certificate until the purchase and sale officially closes (scheduled for April 30, 2025). Following the closing of the purchase and sale agreement WEST 6th VWG LLLP will assume property ownership and applicant status for purposes of the tax deferral certificate process.

Condition: The subject property must meet the definition of underdeveloped property and be located in an area zoned for residential or mixed-use development.

Finding: The property for the proposed development is currently used as an accessory parking lot for Vancouver City Hall. The parking is available to the public on weekdays through a pay by license plate online app. and free on weekends to support the downtown Farmer's Market events.

Condition: The project site cannot be acquired through condemnation.

Finding: The site was not acquired through condemnation. The property was purchased from the Columbian Publishing company on September 3, 2010, under Auditor File #4695389.

Condition: The project must be for multi-family housing of either affordable rental or owner-occupied affordable homeownership.

Finding: The proposed project meets the definition of "multifamily housing" by providing more than two new construction residential units. The project also meets the definition of "Affordable rental housing" by providing income restricted units to households earning at or below 80% of the area median income and whose monthly housing costs, including utilities other than telephone, do not exceed 30% of the household's monthly income.

Condition: A minimum of 50% of the new units in the project must be affordable to low or moderate-income households.

Finding: The applicant will by agreement and restrictive covenant restrict 50% (48 of the 96 units) as income restricted units to households earning at or below 80% area median income.

Condition: If the initial tax deferral certificate is approved, the applicant must enter an agreement with the City of Vancouver to implement the development and comply with any additional conditions contained in that agreement.

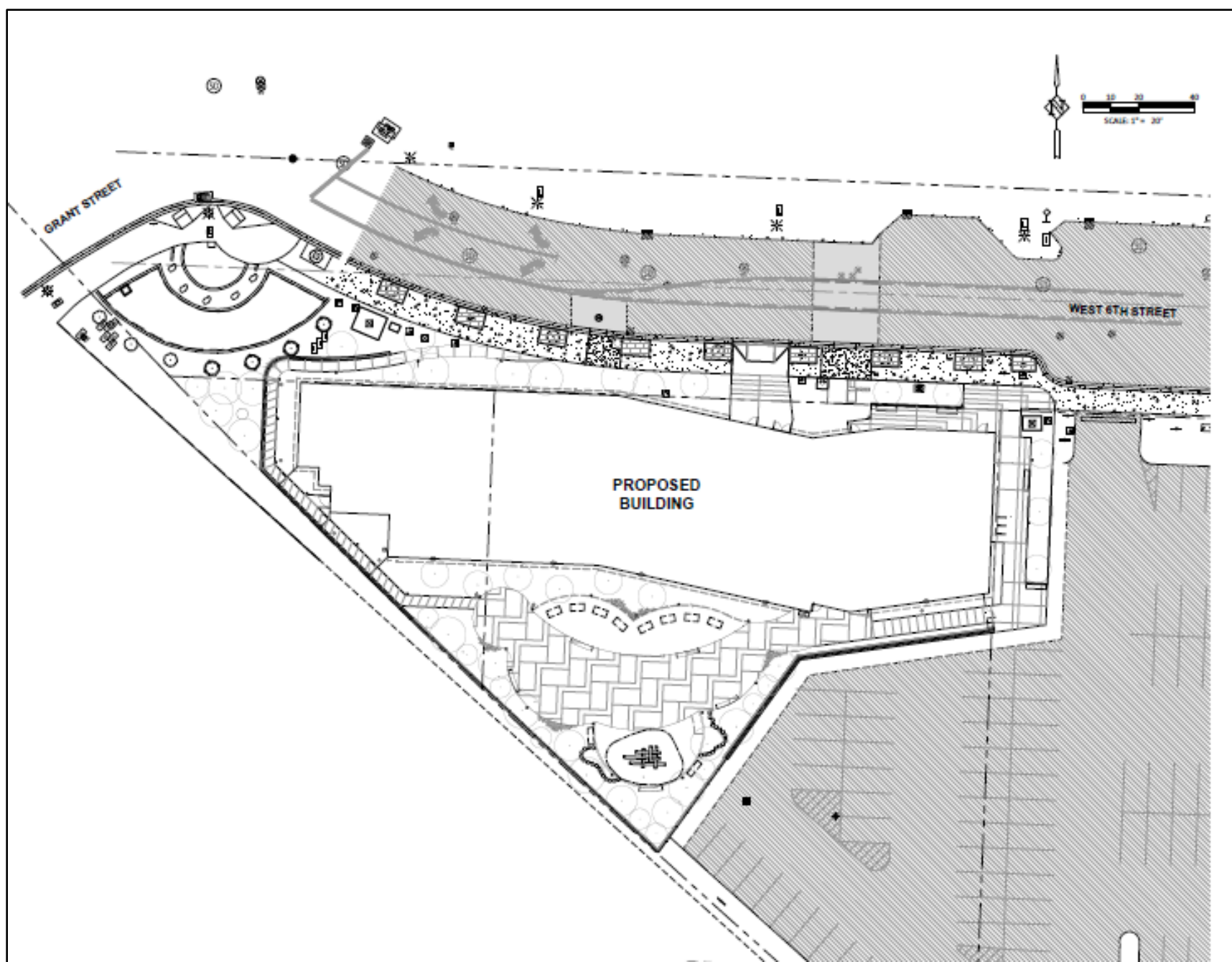
Finding: An agreement document has been drafted and provided to the applicant for review signature following City Council decision.

Condition: Construction must be completed (issued an occupancy permit) within three years of receiving the certificate of conditional tax deferral. The city may also grant a one-time two-year extension.

Finding: the applicant has stated in the project narrative that the project can be constructed in the 3-year window and is aware of the potential extension.

Condition: The project must comply with all building codes, zoning, and other applicable regulations.

Finding: The project received zoning review approval in January 2025. Structural building plan review and approval will be required through subsequent submittal through the City of Vancouver Development Review Services.





A RESOLUTION of the City Council of the City of Vancouver Washington approving a partial exemption of the collection of Traffic Impact Fees in the amount of \$72,390.76 and Park Impact Fees in the amount of \$319,656 for the Vancouver Waterfront Gateway low-income housing development.

Staff Report: 064-25

To: Mayor and City Council
From: City Manager
Date: April 7, 2025

Subject

Vancouver Waterfront Gateway Impact Fee Exemption Request

Key Points

- VMC 20.915 authorizes City Council to partially exempt or fully waive traffic and park development impact fees.
- The City of Vancouver desires to stimulate the construction of new affordable housing.
- The applicant is proposing to provide 95 affordable rental housing units to households earning at or below 80% of the area median income in perpetuity.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Present Situation

In 2016 City Council approved Ordinance M-4154, allowing a partial exemption or full waiver of traffic, park, and school district impact fees to support affordable housing projects. For residential developments adding four or more units Council may, by resolution, partially exempt up to 80% of the impact fees. If Council partially exempts the development to 80% or less of the impact fee, then there is no requirement to pay the exempted portion of the fee from other public funds. Current impact fee rates may not be increased to recapture impact fees lost through the exemption process.

The proposed development project is located at 615 W 6th Street which is the western portion of the current City Hall parking lot and is part of the larger Vancouver Waterfront Gateway project, which includes a mix of market-rate multifamily and office buildings. Colas Development Group ("CDG") will be partnering with Native American Youth and Family Center ("NAYA") on the development of the affordable residential building at Waterfront Gateway. CDG and NAYA are partnering as co-general partners, with NAYA providing resident services, development support, leasing support and asset management for the project. The project is a 95-unit multifamily residential development. The unit mix will consist of studio, 1, 2 and 3-bedroom apartments. The impact fee exemption income restriction requirement is to serve households earning at or below 80% area median income annually. The applicant in this case commits to serve individuals and families earning between 50% and 60% of area median income.

The applicant's request is for a partial 80% exemption of City of Vancouver traffic, park, and school

development impact fees. The affected impact fee districts include Park District A, the Columbia traffic subarea, and Vancouver School District. The amount of required traffic development impact fees is based on the new vehicle trips generated and the traffic subarea in which the development is located. The Columbia traffic impact fee subarea requires \$247 per new average daily vehicle trip generated. A total of 431 new daily vehicle trips are expected from the development. After a 15% adjustment factor, the total transportation impact fee for the development is \$90,488.45. After the requested 80% exemption of \$72,390.76, the remaining transportation impact fee to be paid by the applicant is \$18,097.69.

Park District A requires \$4,206 per new unit in impact fees. Based on 95 new units, the total park impact fee is \$399,570. After an 80% exemption of \$319,656, the remaining required park impact fee to be paid by the applicant would be \$79,914. For the school impact fees, the individual school districts are the sole authority on whether their impact fees may be waived.

The Vancouver School District was notified of this request and has declined to waive impact fees in this case.

In order to receive the requested impact fee exemption, the applicant is required to record an income restriction covenant with the Clark County Auditor. The affordability term for the exemption lasts in perpetuity and prohibits changing the use of the property in the future for any purpose other than for low-income housing. Low-income housing for this VMC section is defined as “housing for which the monthly housing expense is no greater than 30 percent of 80 percent of the median-family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development”. If, in the future, the property is converted to a use other than for low-income housing, the property owner must repay the exempted impact fees at the rate in effect at the time of conversion. To ensure ongoing affordability, compliance of the property owner will be required to maintain and report tenant income records to the City of Vancouver annually.

The applicant is using all available incentives to move this project forward. The project has received awards from the City of Vancouver Affordable Housing Fund, the Connecting Housing to Infrastructure Program (CHIP), and the Washington State low-income housing tax credit program. The applicant has also applied for the City’s recently adopted construction sales tax deferral program (also for City Council consideration on the April 7th agenda).

2024 Annual Income Levels					
Area Median Income	1-Person Household	2-Person Household	3-Person Household	4-Person Household	5-Person Household
80%	\$66,100	\$75,550	\$85,000	\$94,400	\$102,000
60%	\$49,560	\$56,640	\$63,720	\$70,800	\$76,500
50%	\$41,300	\$47,200	\$53,100	\$59,000	\$63,750

Advantage(s)

1. The project adds 95 new multifamily units to the City's housing supply.
2. Impact fee exemption projects are required to serve low-income households, earning less than 80% of area median income. The applicant is additionally committing to serve households at or below 60% area median income.

3. The 80% area median income restriction remains in perpetuity.

Challenge(s)

1. Assuming the project were to proceed without the requested impact fee discounts, this action represents the loss of \$72,390.76 in potential funding for Columbia subarea traffic improvement projects and \$319,656 in potential funding for Park District A projects.

Budget Impact

The proposal does not affect the City's adopted budget since the subject impact fees have not been assessed or collected and are therefore not included in any capital project planning. As noted above, the exemption would reduce the potential capital project funding for future parks and traffic projects by the amounts noted in the above analysis.

Prior Council Review

October 9, 2023 Vancouver Waterfront Gateway Disposition and Development Agreement

Action Requested

On Monday April 7, 2025, adopt a resolution granting an 80% exemption to park and traffic impact fees for the Vancouver Waterfront Gateway affordable housing project.

Staff Contact

Bryan Monroe, Associate Housing Project Coordinator, bryan.monroe@cityofvancouver.us

Attachments:

1. Presentation
2. Resolution
3. Covenant



Vancouver Waterfront Gateway Impact Fee Exemption

Bryan Monroe

Associate Housing Coordinator
Economic Prosperity and Housing
April 7, 2025

Agenda



- VMC Impact Fee Exemptions
- Impact Fee District Overview
- Project Description
- Fee Exemption Value
- Low-Income Definition
- Discussion / Questions

VMC Impact Fee Exemptions

VMC 20.915.080

For low-income housing projects the City Council may:

- Grant a partial exemption of up to 80% of impact fees, or
- Provide a full waiver of impact fees

Applicants must record a covenant with the Clark County Auditor.

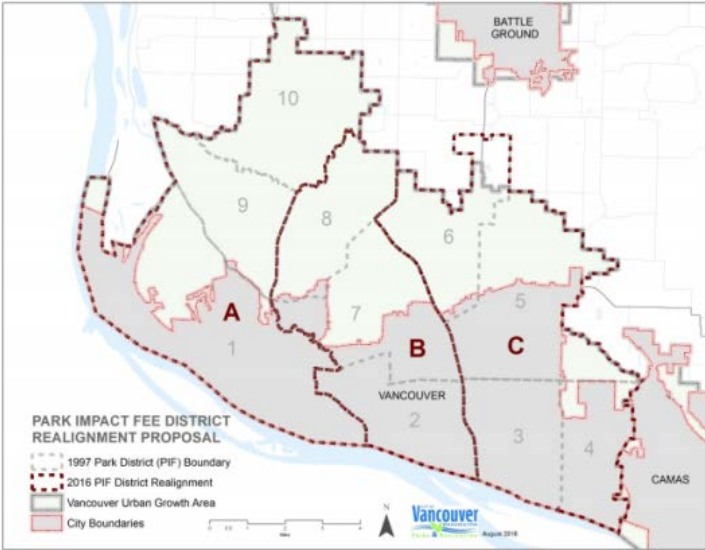
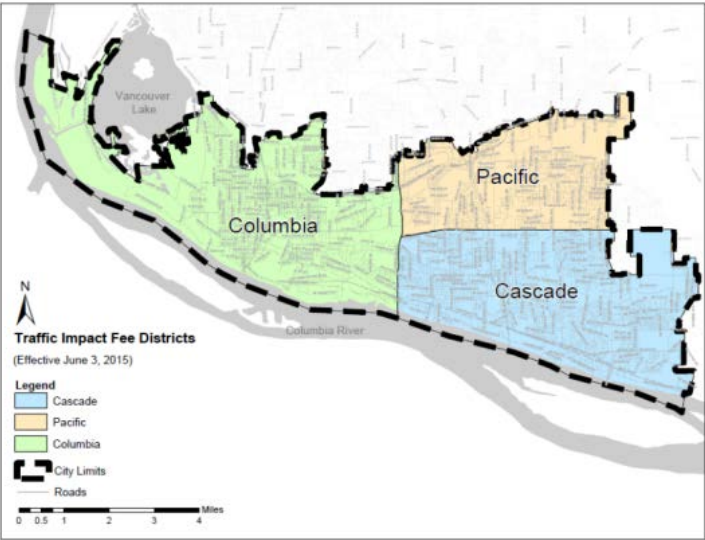
- Units restricted to households earning at or below 80% area median income
- Affordability requirement runs in perpetuity
- Property only for low-income housing use
- Any change of use requires re-payment of impact fees at current rate



Impact Fee Districts

Traffic Impact Fee District	Rate per Trip
Columbia	\$247
Cascade	\$338
Pacific	\$439

Park Impact Fee District	Rate per Trip
A	\$4,206
B	\$4,206
C	\$4,206



Project Description

6-story building

95 Units

19 Studios @ 490 square feet

42 One-Bedrooms @630 square feet

24 Two-Bedrooms @890 square feet

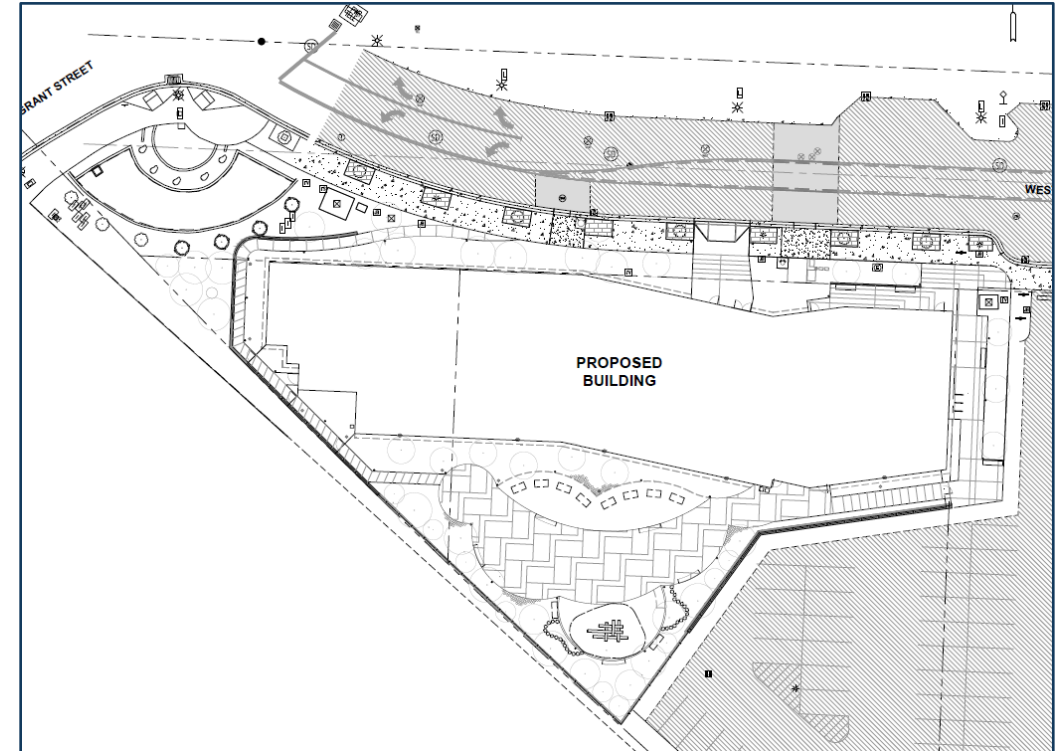
10 Three-Bedrooms @ 1,150 square feet

Units restricted to 80% area median income

Applicant proposing units at 50-60% area median income

LEED gold construction standard

Air-conditioned units



Fee Exemption Value

Fee Type	Total	80% Exemption	20% Remainder
Traffic Impact Fee	\$90,488.45	\$72,390.76	\$18,097.69
Park Impact fee	\$399,570.00	\$319,656.00	\$79,914.00
Total	\$490,058.45	\$392,046.76	\$98,011.69

Fees not part of adopted City budget source

2024 Maximum Annual Income Levels

% Area Family Income	1-Person Household	2-Person Household	3-Person Household	4-Person Household	5-Person Household	6-Person Household
80% MFI	\$66,100	\$75,550	\$85,000	\$94,400	\$102,000	\$109,550
60% MFI	\$49,560	\$56,640	\$63,720	\$70,800	\$76,500	\$82,140
50% MFI	\$41,300	\$47,200	\$53,100	\$59,000	\$63,750	\$68,450



Discussion / Questions



Bryan Monroe- Associate Housing Coordinator
bryan.monroe@cityofvancouver.us

7 | Vancouver Waterfront Gateway Impact Fee Exemption



XXX

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Vancouver Washington approving a partial exemption of the collection of Traffic Impact Fees in the amount of \$72,390.76 and Park Impact Fees in the amount of \$319,656 for the Vancouver Waterfront Gateway low-income housing development.

WHEREAS, the City Comprehensive Plan encourages development and funding for affordable housing and opportunities to provide unsubsidized housing; and

WHEREAS, pursuant to RCW 82.02.060, Vancouver Municipal Code 20.915.080 allows for conditional reduction, exemption, or waiver of Traffic, Park, and School Impact Fees; and

WHEREAS, local governments may either: (1) grant a partial exemption of not more than eighty percent of impact fees, in which case there is no requirement under state law to pay the exempted portion of the fee from the City's or other impact fee accounts; or (2) provide a full exemption, in which case the remaining twenty percent of the waived fee must be paid from City funds other than impact fee accounts; and

WHEREAS, WEST 6th VWG LLLP (Applicant), is a Washington Limited Liability Limited Partnership; and

WHEREAS, the Applicant has applied for partial impact fee exemption for a low-income housing project located at 615 W 6th Street Vancouver, WA 98660 (Tax ID#49360000).

WHEREAS, The Applicant is in the process of purchasing the referenced property from the City of Vancouver; and

WHEREAS, WEST 6th VWG LLLP has applied for the partial 80% exemption option in the amount of \$72,390.76 for Traffic Impact Fees and \$319,656 for Park Impact Fees which would otherwise be due prior of issuance of building permits; and

WHEREAS, the Applicant can satisfy the eligibility criteria of VMC 20.915.080 and agreed, through proposed recorded covenant, to provide low-income housing to households earning at or below 80% area median income in perpetuity, also including annual compliance monitoring; and

WHEREAS, the City Council recognizes the importance of providing affordable housing within the City of Vancouver.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Findings. The Applicant has applied for partial impact fee exemption for a low-income housing project located at 615 W 6th Street Vancouver, WA 98660 (Tax ID#49360000). Pursuant to VMC 20.915.080 D, the City Council makes the following findings:

1. The Applicant has documented that the new housing can meet the required standards regarding household income, rent levels, and number of units by submitting evidence of recorded covenant running with the land.
2. The Applicant has agreed to be monitored annually by the City of Vancouver including an annual fee of \$500 paid to the City to ensure compliance with the income requirements of VMC 20.915.

RESOLUTION - 2

3. The developer shall record a covenant running with the land with the Clark County Auditor prior to issuance of building permits that includes the following commitments:
 - a. The property is prohibited from being used for any purpose other than for low-income housing.
 - b. If the property is converted to a use other than for low-income housing, the current property owner must repay the exempted impact fees at the rate in effect at the time of conversion.
 - c. Low-income housing is defined as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the area median income adjusted for family size for Clark County, Washington, as reported and adjusted annually by the United States Department of Housing and Urban Development.
4. The City of Vancouver will not collect revenue lost through the granting of the exemption by increasing impact fees unrelated to the exemption.

Section 2. Partial Exemption of Impact Fees. The impact fee exemption is for 95 new low-income housing units. Park Impact Fees for the development would typically be \$399,570. The Applicant is requesting a partial exemption of Park Impact Fees at 80%, or \$319,656, resulting in a remaining Park impact fee of \$79,914 to be paid by Applicant to the City of Vancouver prior to building permit issuance.

The Traffic Impact Fee for this development would typically be \$90,488.45. The Applicant is requesting a partial exemption of Traffic Impact Fees at 80%, or \$72,390.76, resulting in a remaining impact fee of \$18,097.69 to be paid by Applicant to the City of Vancouver prior to building permit issuance.

RESOLUTION - 3

The Vancouver School District has discretion on whether or not School Impact Fees may be exempted or waived. The Vancouver School District was notified of this exemption request and responded with a denial of the request to exempt any School Impact Fees.

The total combined impact fee exemption of \$392,046.76 will result in a combined remaining impact fee of \$98,011.69 for Parks and Transportation to be paid by the Applicant prior to issuance of project building permits.

Section 3. Severability. If any provision of this resolution 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 4. Effective Date. This resolution shall become effective immediately upon final adoption.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2025.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

RESOLUTION - 4

When Recorded Return To:
City of Vancouver
Housing Program
PO Box 1995
Vancouver, WA 98668-1995
Attention: Samantha Whitley, (360) 487-7952

CITY OF VANCOUVER, WASHINGTON
LOW-INCOME HOUSING IMPACT FEE EXEMPTION COVENANT

Grantor: WEST 6th VWG LLLP
Grantee: City of Vancouver
Assessor’s Tax ID#: 49360000
Abbrev. Legal Description: ALL of Lots 3, 4, and portions of Lots 1, 2, 5, 6 and 7, Block 38 AND a portion of Lot 1 of Block 45, Town of Vancouver {commonly known as West Vancouver}, according to the Plat thereof, recorded in Volume B of Plats, Page 40, records of Clark County, Washington, located in the Southwest quarter of Section 27, Township 2 North Range 1 East, Willamette Meridian
Full legal description attached as Exhibit A
Site Address: 615 W. 6th Street Vancouver WA 98660

COVENANT RUNNING WITH THE LAND:

This low-income housing covenant (hereinafter "Covenant") is made between WEST 6th VWG LLLP, a Washington Limited Liability Limited Partnership (hereinafter “Grantor”), whose address is 1419 NW 14th Avenue, Portland, OR 97209 and the City of Vancouver, Washington, a municipal corporation (hereinafter “Grantee”), in consideration for partial exemption of development impact fee exemption in the amount of \$392,046.76 provided by the City of Vancouver to Grantor pursuant to an the authority granted under RCW 82.02.060 and VMC 20.915.080.

This COVENANT is made and effective this ____ day of _____, 2025, and by WEST 6th VWG LLLP and their respective, heirs, executors, administrators, successors and assigns, to the CITY OF VANCOUVER, State of Washington (hereinafter the “City”).

Recitals:

- A. WEST 6th VWG LLLP is the owner or party in interest of certain real property with property tax ID # 49360000 and abbreviated legal description of: ALL of Lots 3, 4, and portions of Lots 1, 2, 5, 6 and 7, Block 38 AND a portion of Lot 1 of Block 45, Town of Vancouver {commonly known as West Vancouver}, according to the Plat thereof, recorded in Volume B of Plats, Page 40, records of Clark County, Washington, located in the Southwest quarter of Section 27, Township 2 North Range 1 East, Willamette Meridian, more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (hereafter the “Site”).
- B. All or a portion of the development on the Site shall be low-income housing to be owned and occupied by, or leased to, low-income persons with income no greater than eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported and updated periodically by the United States Department of Housing and Urban Development. That portion of the development which is low-income housing is hereinafter referred to as the “Property” and identified in Exhibit A.

- C. For the purposes of this covenant, low-income housing is defined as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development.
- D. City approved an impact fee waiver for the Property in accordance with Vancouver Municipal Code Section 20.915.080.

NOW, THEREFORE, it is hereby covenanted, that during the affordability period:

- A. Grantor is the sole and exclusive owner or party of interest of the Property in Clark County, State of Washington, specifically described in Exhibit "A" attached hereto and incorporated herein by reference (hereafter the "Property").
- B. A copy of this covenant will be recorded with the Clark County, Washington Auditor.
- C. Development on the Property shall only be for the purpose of low-income housing.
- D. Grantor will provide housing to households where monthly the housing expense is no greater than 30 percent of 80 percent of the median-family income adjusted for family size for Clark County, Washington, as reported and adjusted by the United States Department of Housing and Urban Development.
- E. Grantor shall keep all records and make any reports relating to compliance with this Covenant that the Grantee may reasonably require for matters consistent with this Covenant, in accordance with applicable law.
- F. Grantor shall report to Grantee the following information annually for the duration of the COVENANT:
 - Address and name of project
 - Total number of units
 - Individual unit data including:
 - Unit number
 - Number of bedrooms
 - Household size
 - Monthly rent payment
 - Utility allowance
 - Gross income for all household adults over 18 years of age
- G. Grantor will comply with all federal, state, and local laws prohibiting discrimination on the basis of age, sex marital status, race, creed, color, national origin, disability, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063; Executive Order 11246; Architectural Barriers Act of 1968; and Americans with Disabilities Act.
- H. In the event that that the Property is converted to a use other than for low-income housing, the owner must pay the applicable impact fees in effect at the time of conversion.
- I. Affordability period- The subject housing will remain exclusively available to low-income households in perpetuity.
- J. This covenant and all of its provisions shall be binding upon WEST 6th VWG LLLP and any and all of its assigns and successors in interest into whose ownership the Property may pass, and any obligations made herein by WEST 6th VWG LLLP shall be enforceable against all of

its assigns and successors in interest into whose ownership the Property may pass, and all of them, except as this covenant shall expressly provide to the contrary.

- K. Those signatories who sign on behalf of a corporation are expressly vested by the by-laws of the corporation which they purport to represent with the authority to bind such corporation in the manner in which such signatories have purported to bind their principal herein.
- L. In the event of any litigation arising hereunder, or with respect hereto, the law of the State of Washington will control and, and all signatories hereto, do hereby submit themselves personally to the jurisdiction of the courts of the State of Washington, and do hereby agree that any action arising hereunder may be instituted in Clark County Superior Court, if the parties are served, including anywhere not within the State of Washington, ay any method authorized by Washington law.
- M. If any breach of this Covenant is believed to have occurred, the Grantee may, after 30 days-notice to the Grantor, demand payment in full or in part of the impact fee exemption at the impact fee rate applicable at the time of the breach of Covenant. Grantee may institute and prosecute any proceeding at law or equity to recover all or a portion of the impact fee exemption as a result of the breach of this Covenant, or prevent, or enjoin any such violation or to compel specific performance by the Grantor of its obligations hereunder; provided that, the Grantor shall not be required by any provision herein to evict a residential tenant. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the rights of the Grantee to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.
- N. This covenant shall remain in full force and effect until amended, modified, or terminated by the action of the City in proceedings appropriate for that purpose.

A copy of this covenant will be filed with the County Auditor.

IN WITNESS HEREOF, WEST 6th VWG LLLP a Washington Limited Liability Limited Partnership has executed this Covenant on the _____ day of _____, 2025

GRANTOR: WEST 6th VWG LLLP, a Washington limited liability partnership

By: CDG VWG, LLC a Washington limited liability company

Its: Administrative General Partner

By: _____

Print Name: Andrew Colas- Manager

By: NAYA Waterfront GP LLC, an Oregon limited liability company

Its: Managing General Partner

By: Native American Youth and Family Center, an Oregon nonprofit public benefit corporation

Its: Manager

By: _____

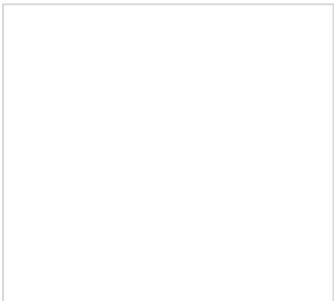
Print Name: Oscar Arana- Chief Executive Officer

CORPORATE NOTARY

STATE OF _____)

)ss

COUNTY OF _____)



On this ____ day of _____,
20____ before me, the undersigned, a Notary Public in and for the State of _____,
personally appeared _____, known to me as the [title]_____ of
_____, a Washington nonprofit corporation, the entity that
executed the foregoing instrument, and acknowledged the said instrument to be the free and
voluntary act and deed of the said entity, for uses and purposes therein mentioned, and on oath
stated that he/she is authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto the day and year in the certificate above written.

NOTARY PUBLIC in and for the State of _____,
My Commission Expires: _____

EXHIBIT A:
SITE LEGAL DESCRIPTION

Tax ID #: 49360000

Description:

ALL of Lots 3, 4 and portions of Lots 1, 2, 5, 6 and 7, Block 38 and a portion of Lot 1 of Block 45, Town of Vancouver {commonly known as West Vancouver}, according to the Plat thereof, recorded in Volume B of Plats, Page 40, records of Clark County, Washington, located in the Southwest quarter of Section 27, Township 2 North Range 1 East, Willamette Meridian described as follows:

COMMENCING at the Northeast corner of said Block 38, said Northeast corner being on the Southerly right of way line of West 6th Street;

THENCE North 87°39'52" West along the North line of said Block 38 and the Southerly right of way of West 6th Street, a distance of 3.75 feet to the TRUE POINT OF BEGINNING;

THENCE South 02°21'06" West, parallel with the East line of said Block 38, a distance of 75.46 Feet;

THENCE South 81°55'26" West 87.91 Feet;

THENCE South 36°00'24" West 85.42 Feet to the Northeasterly right of way of the Burlington Northern Railroad and a 3777.22 non-tangent radius curve to the right;

THENCE along said Northeasterly line and along said 3777.22 Foot radius curve to the right (the long chord of which, bears North 45°35'30" West 242.42 Feet), an arc distance of 242.46 Feet to a point on the Southerly right of way line of West 6th Street;

THENCE South 87°39'52" East along said Southerly right of way line of West 6th Street, 313.79 feet to the TRUE POINT OF BEGINNING.

A RESOLUTION fixing April 28, 2025, as the date for a public hearing on a proposal to vacate public right-of-way associated with NE 65th Street, located on the west side of NE 124th Avenue, north of NE Fourth Plain Boulevard, located within the Southeast Quarter of Section 10, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington.

AN ORDINANCE vacating the right-of-way associated with NE 65th Street, located on the west side of NE 124th Avenue, north of NE Fourth Plain Boulevard, located within the Southeast Quarter of Section 10, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington, described more particularly in Exhibit A; and providing for an effective date.

Staff Report: 065-25

To: Mayor and City Council
From: City Manager
Date: April 7, 2025

Subject

Right-of-Way Vacation - NE 65th Street

Key Points

- Right-of-way vacation of approximately 16,663 square feet of unimproved street right-of-way.
- Right-of-way area was created by Statutory Warranty Deed and purchased by Clark County (County) in 2009.
- There are no existing utilities within the proposed vacation area.
- Staff recommends Council require no compensation for the vacated area.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Present Situation

Staff have received a request from the Vancouver Housing Authority, which owns the property surrounding the subject area, to vacate a portion of right-of-way associated with NE 65th Street, located on the west side of NE 124th Avenue, north of NE Fourth Plain Boulevard. The right-of-way is specifically located within the Southeast Quarter of Section 10, Township 2 North, Range 2 East, Willamette Meridian.

This land was conveyed to the County by way of a Statutory Warranty Deed in 2009 (recorded under 4574151D), and then converted to right-of-way. The Warranty Deed included consideration of payment by the County in the amount of \$134,625. At the time, the County's future street network included a planned extension of NE 65th Street eastward to intersect with NE 131st Avenue. However, the County subsequently altered its future street network plans and eliminated the planned street connection. The subsequent development of the intervening property to the immediate east of the site (U-Haul Moving & Storage, permitted and constructed from 2021 to 2023) did not include the extension of NE 65th Street.

The right-of-way to be vacated contains no public street improvements. Staff have reviewed the City's Transportation Systems Plan and determined there is no future need for this right-of-way to accommodate public travel, with the exception that a pedestrian/mobility easement over the entirety of the vacated area should be retained by the City as a condition of granting the vacation. With this easement, vacation of this right-of-way will have no adverse impact on the City's transportation assets.

Staff have contacted all utility owners with facilities potentially located within the subject area. The City has no public utilities within the area of the proposed vacation. Comcast, Lumen (formerly CenturyLink), Clark Public Utilities (CPU), and NW Natural have all indicated that they have no facilities in the vacation area and have no objections to the vacation.

Generally, under VMC 11.05.130, the property associated with a vacated street belongs to the abutting property owners, one-half to each, subject to established property rights. In this case, the applicant owns the property on both sides of the right-of-way area to be vacated. The original creation of this right-of-way was provided exclusively by warranty deed and property sale of a portion of the underlying parent property (warranty deed recorded under 4574151D). Therefore, the entirety of the vacated area will be conveyed back to the originating property, now owned by the applicant.

RCW 35.79.030 authorizes, but does not require, the City to collect compensation for vacated public right-of-way. In addition, VMC 11.05.120 establishes guidelines for calculating and collecting such compensation.

As noted earlier, this right-of-way was conveyed to Clark County through a Statutory Warranty Deed, which included payment of \$134,625 by the County. Therefore, the property was originally acquired at public expense when the County purchased it. However, VMC 11.05.120(D) allows the City to waive compensation under certain conditions:

- The property was not acquired at City expense; and
- The property is not needed for public travel; and
- Maintenance of the property is unrelated to public travel.

Although staff typically recommend compensation for right-of-way vacations in accordance with VMC 11.05.120(B and C), Council may determine the City's pressing need for affordable housing takes precedence in this case. Staff recommends that no compensation be required for this vacation ordinance.

For comparison, staff conducted an analysis of County Assessor records for properties adjacent to the proposed vacation area. The analysis indicates an estimated property value of \$9.07 per square foot. With a total area of 16,663 square feet, the estimated value of the vacated property is \$151,133.

Advantage(s)

1. Allows the applicant to maximize use of the abutting property.
2. Relieves the City of maintenance and liability obligations for the property.
3. Allows the City to maintain a pedestrian/mobility easement.

Challenge(s)

No known challenges.

Budget Impact

If the proposal is approved, the City would forgo compensation of \$151,133 to invest into the street system.

Prior Council Review

None

Action Requested

On Monday, April 7, 2025, adopt a resolution of intent and advance an ordinance on first reading to vacate a portion of public right-of-way associated with NE 65th Street, located within the Southeast Quarter of Section 10, Township 2 North, Range 2 East, Willamette Meridian, setting the date of public hearing for April 28, 2025.

Staff Contact

Ryan Lopossa, Streets and Transportation Manager, Eric Hahn, Senior Civil Engineer,
ryan.lopossa@cityofvancouver.us, eric.hahn@cityofvancouver.us

Attachments:

1. Resolution
2. Ordinance
3. Ex A - Legal Description
4. Ex B - Site Map
5. Ex C - Overall Vicinity Map
6. Ex D - Property Value Analysis

04/07/2025

RESOLUTION NO. _____

A RESOLUTION fixing April 28, 2025, as the date for a public hearing on a proposal to vacate public right-of-way associated with NE 65th Street, located on the west side of NE 124th Avenue, north of NE Fourth Plain Boulevard, located within the Southeast Quarter of Section 10, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington.

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in SR-_____, City Council, pursuant to VMC 11.05.040 and RCW 35.79.010, is initiating procedures to vacate a portion of right-of-way of NE 65th Street, located on the west side of NE 124th Avenue, north of NE Fourth Plain Boulevard.

Section 2. The right-of-way area proposed to be vacated is described on the attached Exhibit A and shown on the attached Exhibit B.

Section 3. On April 28, 2025, at 6:30 p.m. in the Council Chambers in City Hall, 415 West 6th Street, Vancouver, Washington, City Council will hold a public hearing on the proposed street vacation.

Section 4. The City Clerk shall provide notice of the proposed right-of-way vacation and the time and place of the public hearing, pursuant to VMC 11.05.060 and RCW 35.79.020.

Section 5. Effective Date - This Resolution shall be effective upon adoption.

ADOPTED at regular session of the Council of the City of Vancouver, this _____ day
of _____, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Nena Cook, City Attorney

04/07/25
04/28/25

ORDINANCE NO. _____

AN ORDINANCE vacating the right-of-way associated with NE 65th Street, located on the west side of NE 124th Avenue, north of NE Fourth Plain Boulevard, located within the Southeast Quarter of Section 10, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington, described more particularly in Exhibit A; and providing for an effective date.

WHEREAS, under Vancouver Municipal Code (“VMC”) 11.05.040, the owner of real property abutting NE 65th Street, located on the west side of NE 124th Avenue, north of NE Fourth Plain Boulevard, filed a petition with the City requesting that the City vacate a portion of existing right-of-way; and

WHEREAS, the subject right-of-way consists of approximately 16,663 square feet; and

WHEREAS, City staff has contacted utility owners and found that there are no public or private utility facilities within the right-of-way; and

WHEREAS, records indicate that the subject area of right-of-way was dedicated at no cost to the City, there are no present or future public transportation needs associated with the right-of-way with the exception that a pedestrian easement over the entirety of the vacated area

should be retained by the City, and the City has been providing maintenance or upkeep of the right-of-way that is unrelated to public travel; and

WHEREAS, records indicate that the subject area of right-of-way was conveyed to the County by way of a Statutory Warranty Deed and then converted to right-of-way. Therefore, the entirety of the vacated area will be conveyed back to the originating property which is now owned by the applicant; and

WHEREAS, as recommended by Staff Report No. _____, Council adopted Resolution M-_____ on April 7, 2025, and set the date of public hearing for April 28, 2025, at 6:30 p.m.; and

WHEREAS, The City Clerk caused the notices of the public hearing to be posted and published as required by law; and

WHEREAS, a public hearing was held on April 28, 2025, at which time City Council considered reports and information concerning the proposed right-of way vacation and found that: (1) a vacation of the right-of-way will better serve the public; (2) the right-of-way is no longer needed for public use or access with the exception that a pedestrian easement over the entirety of the vacated area should be retained by the City; (3) changes are not likely to occur in the future requiring the need for the right-of-way; and (4) there are no objections to the vacation sufficient to deny its approval.

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Right-of-Way Vacation. The street area that is described on the attached Exhibit A and shown on the attached Exhibit B is vacated in its entirety to the underlying parent property.

Section 2. Pedestrian Easement. A pedestrian easement must be dedicated over the entirety of the vacated area before the vacation is final.

Section 3. No Charge for Value of Right-of-Way. Pursuant to VMC 11.05.120(D), there is no charge for the value of the right-of-way being vacated based upon the factors set forth in the recitals, above.

Section 4. Effective date. This Ordinance shall be effective five days after its recording.

DATE OF FINAL PASSAGE by the Vancouver City Council:_____.

SIGNED this _____ day of _____, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE vacating the right-of-way associated with NE 65th Street, located on the west side of NE 124th Avenue, north of NE Fourth Plain Boulevard, located within the Southeast Quarter of Section 10, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 360-487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Reppeto & Associates
Land Surveyors

10906 N.E. 39TH St. Suite A7
Vancouver, WA 98682

Phone: 503-408-1507
www.reppetosurveying.com

EXHIBIT "A"

LEGAL DESCRIPTION
NE 65TH STREET VACATION AREA

A PORTION OF NE 65TH STREET, BEING A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 2 EAST, WILLAMETE MERIDIAN, CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING THAT LAND AREA AS DESCRIBED BY DEED AS DOCUMENT NUMBER 4574151 D, CLARK COUNTY DEED RECORDS AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4, SHORT PLAT RECORDED AS BOOK 3 PAGE 351, CLARK COUNTY PLAT RECORDS; THENCE, SOUTH 01°46'10" WEST A DISTANCE OF 917.34 FEET TO THE POINT OF BEGINNING BEING A POINT AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF NE 65TH STREET AND THE WEST RIGHT OF WAY LINE OF NE 124TH AVENUE; THENCE, ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 01°53'28" WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF NE 65TH STREET; THENCE, ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 88°06'32" WEST A DISTANCE OF 333.25 FEET; THENCE, NORTH 01°53'28" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NE 65TH STREET; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 88°06'32" EAST A DISTANCE OF 333.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 16,663 SQUARE FEET, MORE OR LESS.

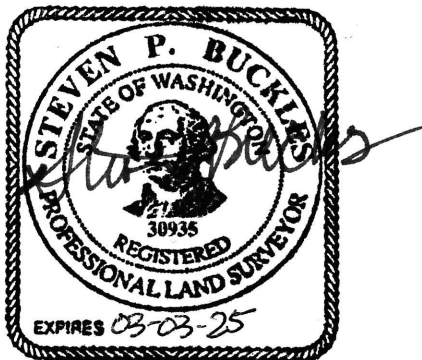


EXHIBIT "B"

RIGHT OF WAY VACATION

IN THE NW 1/4 OF THE SE 1/4 OF SEC. 10, T.2N., R.2E.,
W.M., CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON



SE CORNER LOT 4
SHORT PLAT
BOOK 3 PAGE 351

PIN 158339000

PIN 158380000

S01°46'10"W 917.34'

NE 124TH AVE.

POINT OF
BEGINNING

S88°06'32"E 333.25'

NE 65TH ST.

DN 4574151 D

AREA TO
BE VACATED
16,663 SQ. FT.

N88°06'32"W 333.25'

PIN 158369000

N01°53'28"E 50.00'

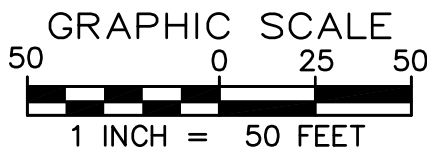
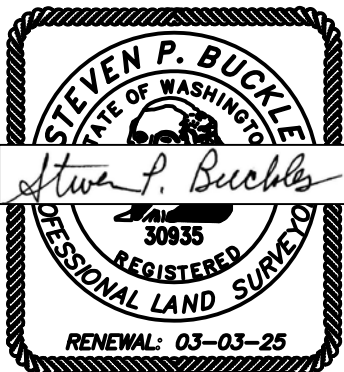
S01°53'28"W 50.00'

PIN 158385000

PIN 158365000

PIN 158380000

PIN = PROPERTY IDENTIFICATION NUMBER
DN = DEED DOCUMENT NUMBER, CLARK
COUNTY DEED RECORDS



**REPPETO & ASSOCIATES
LAND SURVEYORS**

10906 NE 39TH ST., M. STE. A7
VANCOUVER, WA 98682
PHONE (503) 408-1507
WWW.REPPETOSURVEYING.COM

FILE: H24019-E.DWG



Exhibit C Overall Vicinity Map

Right-of-way
to be vacated

6516

12302

12300

12306

6411

12200

12112

12100

6308

12309

12320

12400

NE 124th Ave

NE 124th Ave

NE Fourth Plain Blvd

100ft

-122.542 45.670 Degrees

Exhibit D
Property Value Analysis Memo



MEMORANDUM

DATE: January 13, 2025

TO: File – NE 65th Street Right-of-Way Vacation

FROM: Eric Hahn, P.E. – Senior Civil Engineer, Transportation Div.

SUBJECT: **Property Value Analysis**

The purpose of this memorandum is to summarize the analysis completed by staff to determine property values for the proposed vacation of excess unimproved right-of-way associated with NE 65th Street, located on the west side of NE 124th Avenue, north of NE Fourth Plain Boulevard. RCW 35.79.030 and VMC 11.05.120 stipulate provisions for the City to collect compensation for the value of public right-of-way that is vacated.

An analysis of the County Assessor's records for properties adjacent to the proposed vacation area resulted in an estimated property value equal to **\$9.07 per square foot**. The analysis is as follows:

Parcel No.	Parcel Size (SF)	2024 Assessed Value (Land Value)	Cost/SF
158380000	38,333	\$360,019	\$9.39
158339000	270,943	\$640,217	\$2.36
158369000	76,230	\$250,470	\$3.29
158337000	61,855	\$546,101	\$8.83
158438000	66,647	\$636,548	\$9.55
158385000	54,886	\$782,150	\$14.25
158365000	54,014	\$854,128	\$15.81
Average Cost/SF			\$9.07

The total area of the proposed vacation is **16,663 square feet**. At full value, this results in a total estimated property value equal to **\$151,133**.

AN ORDINANCE amending chapter 20.690 Vancouver Municipal Code (VMC) to expand the land use development choices for Section 30 property owners that entered into pre-annexation development agreements (PADAs) with Clark County, which are now binding on the City of Vancouver (City); to provide clarity to other existing provisions; to provide for severability; and setting an effective date.

Staff Report: 066-25

To: Mayor and City Council
From: City Manager
Date: April 7, 2025

Subject

Section 30 Development Code Changes

Key Points

- City staff initiated a set of proposed text amendments to VMC 20.690 “Section 30 Employment Center Plan District” that are intended to result in better land use outcomes by introducing an “alternative path” to existing development regulations for property owners in Section 30 that have certain development rights under a Pre-Annexation Development Agreement (PADA). Such text amendments would reduce certain requirements and allow for an administrative review of development plans, in exchange for said property owners relinquishing their rights to develop the property for uses that are seen as being inconsistent with city goals through an amendment to their development agreements.
- The proposed alternative path would be optional for eligible property owners, and is intended to be attractive enough for them to abandon plans to develop their property for low employment uses such as warehouses, mini-storage, asphalt batch plants, etc., as well as low-density residential uses which are seen as inconsistent with the City’s vision of the area as being a higher density, mixed use area.
- The Planning Commission held a public hearing on the proposed amendments to VMC 20.690 on February 11, 2025 and voted unanimously to recommend approval of the changes to City Council with one additional condition, that the ordinance be amended to state that “PADA holders must amend their existing Development Agreements in alignment with the alternative code path within 120 days of Council adoption of the ordinance.”

Strategic Plan Alignment

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces

Present Situation

Background of Section 30 and Proposed Code Amendments

Section 30 is nearly a square mile in size and is located in the northeast corner of the city, bounded on the north by NE 18th Street, on the south by NE 1st Street, on the west by NE 172nd and 179th Avenues, and on the east by NE 192nd Avenue. It is zoned ECX, Employment Center Mixed Use. Section 30 was annexed into the City in 2008. At the time it was annexed, most of the properties were active rock and gravel mining operations and, except for some related activity, these rock operations have been discontinued. In order to gain the property owners' support for Section 30 being annexed, the City entered into a number of pre-annexation development agreements (also known as PADAs) that provided property owners with rights to continue existing uses and develop their properties for any use that was allowed at the time of annexation, including any uses that were allowed on the Columbia Tech Center (CTC) properties to the south, such as detached single family residential.

In 2009, following annexation, City Council adopted a subarea plan and ECX, Employment Center Mixed Use zoning for Section 30, which envisions a mix of commercial, light industrial and multifamily residential uses – essentially a future employment center with supporting services. The ECX zoning requires that new developments be approved through a Type IV master plan process with final approval by the City Council.

The PADA's for the two largest property holdings were set to expire in 2026 (now 2027), and their owners feel significant pressure to develop their properties under the uses and standards vested in their development agreements. This could result in developments and uses that are wildly inconsistent with the Section 30 Plan, including large warehouses, asphalt batch plants, and even detached single-family residences, which City staff are seeking to avoid in this area. Late in 2023, two properties in Section 30 received approval for uses allowed under the development agreements that would not have been allowed under the current zoning, including a 300-lot detached single-family subdivision and a 450,000 square foot warehouse. Uses which are allowed by the PADA's, but which were identified by staff as potentially problematic include: large warehouses, single-family detached homes, motor vehicle sales/rental, motor vehicle servicing/repair, self-service storage, bulk sales, concrete mixing and batching, car washes, aggregate products, mining and related uses, asphalt batch plant, and outdoor sales. Staff came to the conclusion that, without city intervention, nearly 40% of Section 30 was vulnerable to development for similar uses allowed by the development agreements (D.A.), but which would be inconsistent with city goals.

Staff initiated discussions with the two largest PADA holders that were pursuing development applications to see what, if anything, the City might be able to do to encourage greater density and mix of uses. Representatives of Tapani Construction, which controls 41 acres, and Rotschy Construction, which controls 214 acres, both said they would be open to exploring an "alternative path" if two things happened: 1) if more time could be provided under their current development agreements to allow for different uses to be considered and approved, and 2) if some flexibility could be provided in regard to the minimum development standards and the required Type IV review process.

Staff discussed the situation with City Council at a March 2024 workshop and, recognizing the urgency of taking action to prevent further incompatible development, Council directed staff to undertake discussions with the two property owners to determine what code changes might provide an alternative path for PADA holders. Council later approved a one-year extension of the Tapani and Rotschy PADA's on June 10, 2024, to allow time for city staff to discuss possible code amendments with the two key property owners.

Since early 2024, staff from Community Development, Economic Prosperity & Housing and Public Works departments have been meeting regularly with representatives of Tapani Construction and Rotschy Construction to discuss their plans and ideas for future development and possible changes to the Section 30 Planned District standards that would be needed for them to be willing to give up

their development rights to certain uses. Meanwhile, HP, Inc. has begun construction on their 98+ acre office and manufacturing campus in the southern half of Section 30, the City has started construction to lower and widen SE 1st Street to the south, and Rotschy has begun installing streets and utilities to serve the approved 300-lot single-family subdivision in the north-central area of Section 30. HP, Inc. has submitted comments on the proposed text amendments primarily in regard to their interest in ensuring uses that would be compatible with their office and manufacturing campus.

On February 11, 2025, the Planning Commission held a public hearing to consider proposed changes to the Section 30 development standards that would apply to PADA holders and, following public testimony, unanimously recommended approval of the proposed code changes to City Council with the condition that to be eligible for the "Alternative PADA Path," PADA holders must obtain approval for an amended PADA by City Council within 120 days of adoption of the Section 30 code changes.

Summary of Proposed Changes to VMC 20.690 (See Ordinance for the full text of proposed amendments)

- Establish a new optional "alternative path" for eligible property owners in Section 30 which provides more flexibility in uses and minimum development standards in exchange for them relinquishing rights under existing development agreements to develop the properties for uses that the City views as inconsistent with the vision for Section 30;
- In order to incentivize PADA holders to follow this new alternative path, higher-density residential and mixed use would be allowed on all of their property (versus 30% under the current development agreements), while still allowing for office, manufacturing and other light industrial uses;
- The review process under the alternative path would be a Type 2 site plan review application (or a Type 2 or 3 land division application if parcels are to be divided), rather than a Type 4 master plan application, which will save property owners significant costs, increase predictability and shorten the review processing time;
- The Section 30 Design Guidelines would not apply to those properties which utilize the 'Alternative PADA Path';
- To encourage more high-density residential with supporting commercial uses on PADA properties, the Urban Neighborhood Overlay requirements of Section 30 would be modified to a) permit more than two Urban Neighborhood Overlay areas, and b) eliminate the maximum area of an Urban Neighborhood Overlay area of 50 acres;
- Section 30 development standards may be modified where indicated in the proposed text as "Alternative PADA Path." Where such text does not exist, the current development standards will apply to projects on PADA properties;
- Subsequent to the Planning Commission hearing, staff determined that several edits to the draft code suggested by HP, Inc., a neighboring property owner, would be appropriate. The below recommended additions will require Council action in order to incorporate them into the code language that the Planning Commission reviewed: 1) Add "Alternative PADA Path: The Section 30 Design Guidelines shall not apply" after sections 20.690.040B, 20.690.040D4, 20.690.060D4, 20.690.070D8, 20.690.070E2, 20.690.070E4b, and 20.690.070E7b; and 2) Add "Alternative PADA Path: Any proposed focal point that is not a main street shall be a minimum of 10,000 square feet in area with no dimension less than 80 feet."

Advantage(s)

1. Providing flexibility for PADA holders will result in better land use outcomes, because in exchange for accessing alternative standards, they would forgo their rights to build low-density

residential uses and certain low-employment industrial uses.

2. The proposed "alternative PADA path" will enable uses and developments that are more consistent with the current Section 30 standards than would otherwise be allowed under pre-annexation development agreements.

Challenge(s)

The proposed code changes provide an optional path for the PADA holders, and the City hopes that they will take it. However, the improved land use outcomes will only be realized if the PADA holders "opt in" and abandon their rights to develop their property for certain land uses.

Budget Impact

No budget impacts anticipated.

Prior Council Review

- March 25, 2024, Workshop
- June 10, 2024, Workshop

Action Requested

On Monday, April 7, 2025, advance the ordinance amending VMC 20.690 entitled "Section 30 Employment Center Plan District", setting the date for the second reading and public hearing for April 14, 2025.

Staff Contact

Chad Eiken, Community Development Director, Chim Chune Ko, Principal Project Manager,
chad.eiken@cityofvancouver.us, ChimChune.Ko@cityofvancouver.us

Attachments:

1. Presentation
2. Ordinance
3. 11Feb2025 PC Meeting Minutes Approved
4. PC Staff Report Section 30 11Feb2025 PC Hearing
5. HP Comment Letter to Planning Commission dated 7Feb2025
6. Staff Response to HP Comment Ltr 11Feb2025 combined
7. SEPA Checklist Section 30 Code Changes 10Jan2025
8. SEPA DNS Section 30 Code Changes 10Jan2024
9. Sec 30 SEPA DNS Notice of Extension of Comment Period 11Feb2025



CITY OF
Vancouver
WASHINGTON

Proposed Amendments to VMC 20.690 - Section 30 Plan District

City Council Public Hearing

Chad Eiken, Director, CDD

Chim Chune Ko, Real Estate Project Mgr., EP&H

April 14, 2025

Agenda



Section 30
Background



Pre-Annexation
Development
Agreements

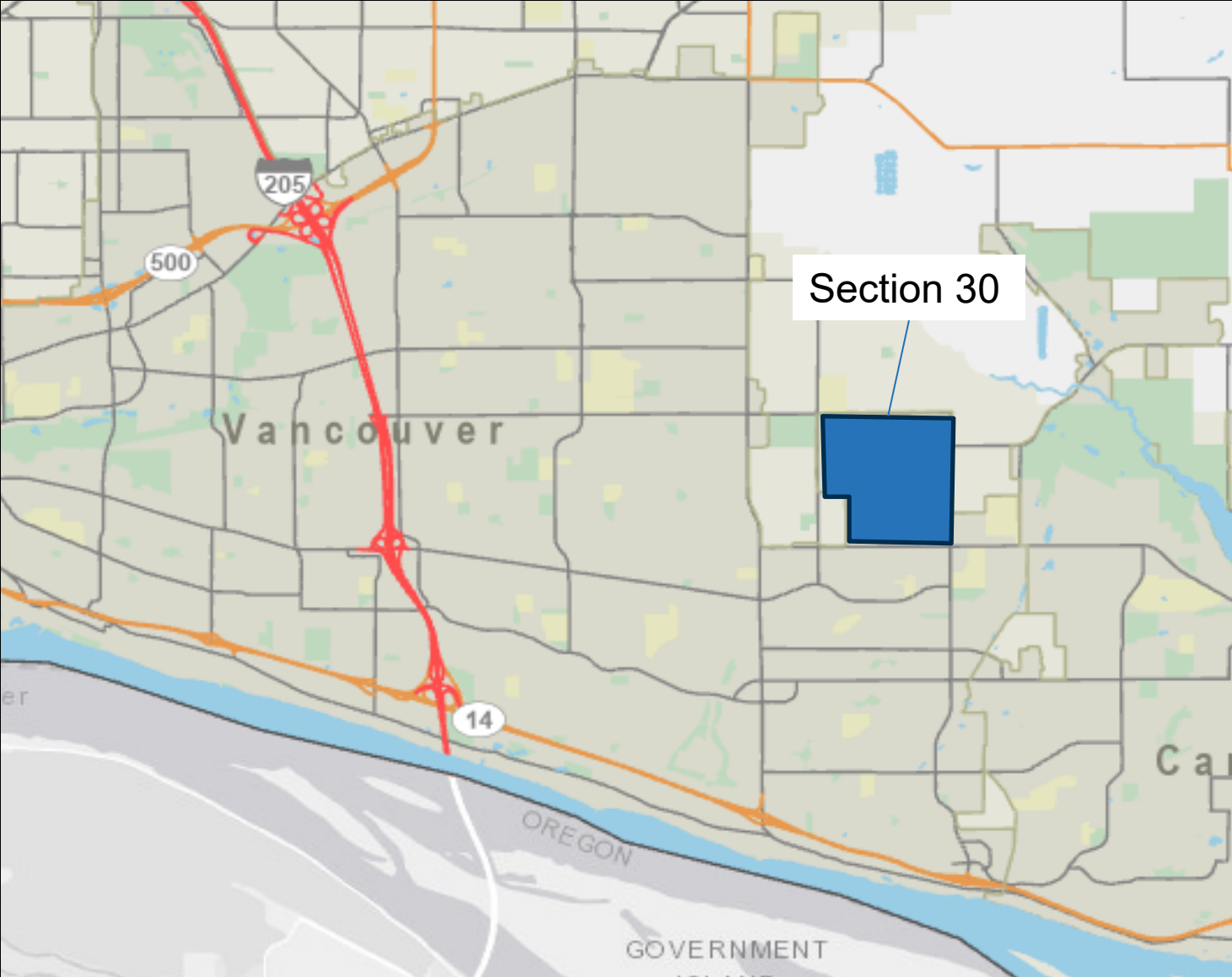


Alternative Approach
to Improve Outcomes



Proposed Code
Adjustments





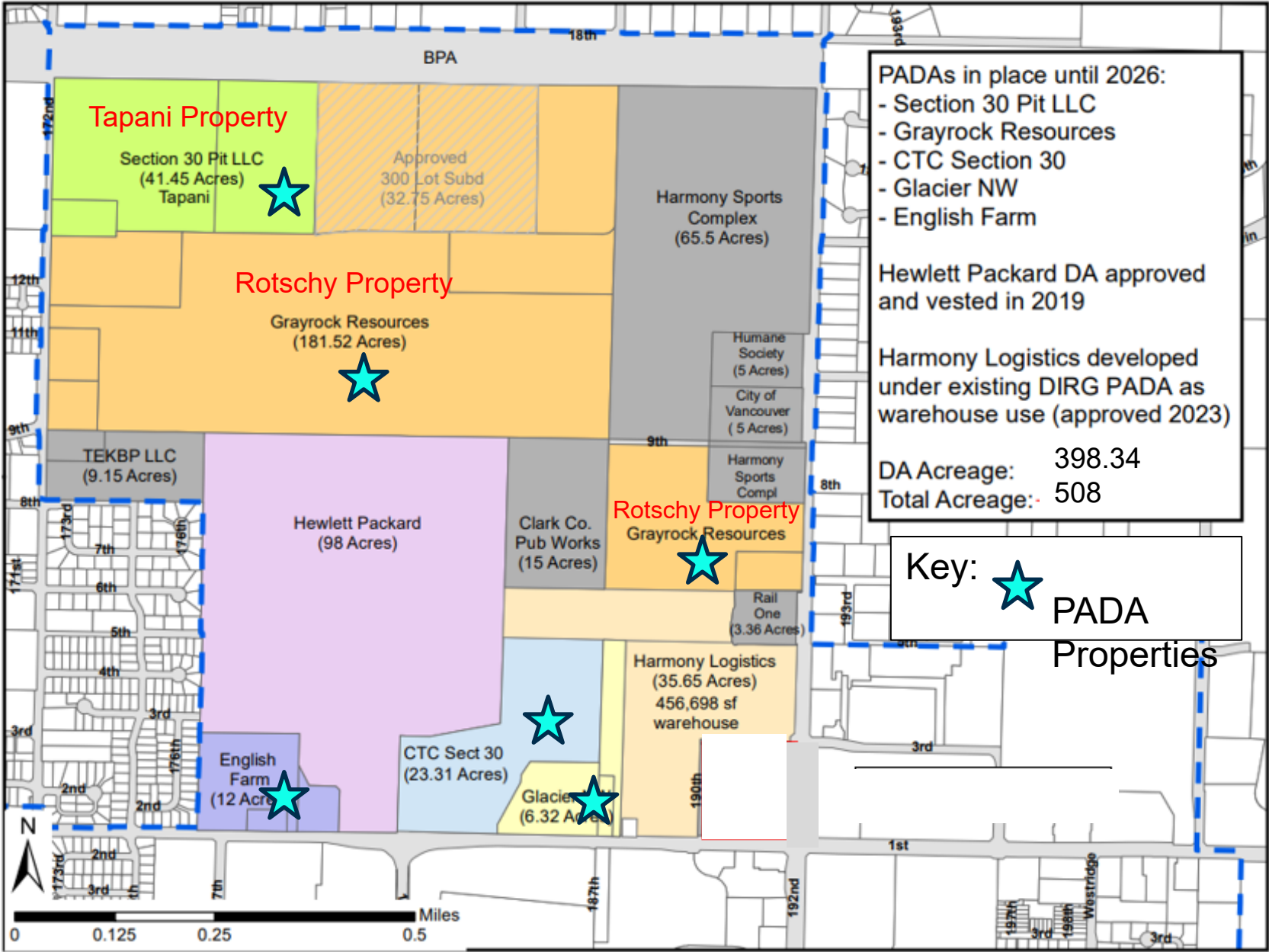
Background

- Section 30: 508 acres annexed in 2008
- Pre-Annexation D.A.'s (PADAs) allow a wide variety of uses
- Section 30 Subarea Plan and standards adopted in 2009
- City vision: Mixed use employment center



Background

Section 30 Property Ownership





Development Outcomes Uncertain

- Pre-Annexation Development Agreements (PADAs) allow development uses and standards in place prior to annexation
- PADAs expire in 2026
- Property owners have incentive to vest to allowed (pre-annexation) uses prior to expiration of PADAs



PADA Uses of Concern

Development types inconsistent with Section 30 Plan

- Warehouse/distribution
- Single-family detached homes
- Motor vehicle sales/rental
- Motor vehicle servicing/repair
- Self-service storage
- Bulk Sales
- Concrete mixing and batching
- Car washes
- Aggregate products
- Mining and related uses
- Asphalt batch plant
- Outdoor Sales



Market Context

Delay in development could benefit all parties

- Noticeable deterioration in market conditions for all development types
- Minimal demand for new office and other high job density development
- Increased costs associated with new residential development have dampened interest for high density development especially outside of downtown
- Interest in property acquisition by experienced developers may increase as market conditions improve
- Alternative path for PADA holders would relieve pressure to build uses vested under existing D.A.'s by providing an additional 3 years in addition to existing ability to vest site plans for up to 7 years



Proposed Solution for Better Use Outcomes

- Extend PADAs for 1 year initially to allow for code changes and more substantive D.A. amendments
(Completed 6/10)
- Adopt code changes that allow for an alternative approach closer to Section 30 vision for PADA properties, offering flexibility in standards and process
- Extend the term of the PADAs by two-and-a-half additional years for any property owner who 1) commits to the alternative path and 2) forgoes their rights to vested uses of concern under the PADA



Key Proposed Code Amendments

- Create an 'alternative path' for PADA holders in development code if they waive their right to certain vested land uses
- No master plan requirement; use of Type II site plan process instead; Section 30 design guidelines would not apply
- Allow for increase in achievable residential density by allowing more than two Urban Neighborhood Overlays (UNOs) in Section 30 which may be larger than 50 acres
- Flexibility provided for other standards such as setbacks, parking, access, block length, blank walls, rain protection, ground floor residential uses, etc.
- Net result: Encourages more residential, prohibits low-employment uses such as warehouses & mini-storage; would still allow higher employment uses





Public Engagement

- 3/25/24 Council workshop
- 6/10/24 Rotschy and Tapani PADAs amended by Council: 1 year extension
- 10/8/24 Planning Commission Workshop
- 11/12/24 Planning Commission Workshop
- 12/20/25 Meeting with HP, Tapani, Rotschy representatives
- 1/10/25 SEPA DNS Issued
- 2/11/25 Planning Commission Hearing





Planning Commission Recommendation

On February 11, 2025, following a public hearing, the Planning Commission voted 7-0 to recommend approval to the City Council, with one additional requirement that PADA holders amend their existing Development Agreements in alignment with the alternative code path within 120 days of Council adoption.

This language has been added to the draft



Additional Staff Recommended Changes

In response to a public comment letter, staff recommends the following text:

1. “Alternative PADA Path: Section 30 Design Guidelines shall not apply” in several additional places; and
2. “Any proposed focal point that is not a main street shall be a minimum of 10,000 square feet in area with no dimension less than 80 feet.”





Approval Criteria

Per VMC 20.285.070A:

Text amendments to VMC Title 20 zoning standards shall demonstrate the following:

1. *The proposal is consistent with applicable policies of the Vancouver strategic plan and comprehensive plan; and*
2. *The proposal is necessary to further the public interest based on present needs and conditions.*



Questions



Chad Eiken, Community Development Director
EP&H
chad.eiken@cityofvancouver.us

Chim Chune Ko, Real Estate Project Manager,
chimchune.ko@cityofvancouver.us



//25
//25

ORDINANCE M - _____

AN ORDINANCE amending chapter 20.690 Vancouver Municipal Code (VMC) to expand the land use development choices for Section 30 property owners that entered into pre-annexation development agreements (PADAs) with Clark County, which are now binding on the City of Vancouver (City); to provide clarity to other existing provisions; to provide for severability; and setting an effective date.

WHEREAS, Section 30 is an area of the City previously predominated by mineral extraction uses, and which is in the process of developing away from those uses to more urban uses; and

WHEREAS, the City previously adopted chapter 20.690 VMC, Section 30 Employment Center Plan District, in 2009 to provide vision, goals and policies for how Section 30 land use development would occur, and to “...provide clear objectives for those proposing to develop in Section 30 Plan area; maintain and enhance property values; promote economic provision of public services; and ensure that each development or project fits with its neighbors and within the Subarea.” VMC 20.690.010; and

WHEREAS, the City Council has determined that PADA allowed land uses and processes don’t necessarily reflect the current vision and land use goals of City Council due to changed demographic and economic conditions; and

WHEREAS, the PADAs entered into by various Section 30 owners are nearing the end of their term, however there are mutually beneficial reasons for the City and PADA holders to modify

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certain terms of the PADAs, including extending the duration of the agreements to ensure that land uses on these properties is both economically beneficial for the owners and helps the City achieve policy goals adopted by City Council; and

WHEREAS, the proposed revisions to chapter 20.690 VMC would provide PADA holders greater flexibility in developing their property in ways better aligned with the City's goals and vision; and

WHEREAS, the Planning Commission considered these proposed changes on February 11, 2025 and recommended that City Council approve the same through its adopted Findings, which are adopted by City Council as part of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Amendment. Vancouver Municipal Code 20.690.030, Allowed Uses, is amended as follows:

20.690.030 Allowed Uses.

A. Development Agreements in existence on the effective date of this ordinance control the uses and development standards of some of the properties in the Plan District. In order to protect the investments made in reliance upon such agreements, improvements made or site plans approved consistent with these agreements shall not be deemed nonconforming.

B. *Zoning designations.* Property within the Plan District is zoned Employment Center Mixed-use (ECX). Additionally, an Urban Neighborhood Overlay that may be located in two areas of the Plan District is established under Chapter VMC 20.690.070 VMC, Section 30 Urban Neighborhood Overlay. The zone designations and overlay enable development in accordance with the adopted policies of the Section 30 Employment Center Plan.

C. Properties with recorded Development Agreements, following the provisions of this Plan District related to allowed uses and development standards is optional. Properties with a Development Agreement shall develop under one of the following choices:

1. Under the provisions for uses and standards determined by the recorded Development Agreements, or

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2. Under the provisions of the zoning code as it exists on the date of application including uses and standards, or

3. Under the provisions for uses determined by the Development Agreements and code standards existing on the date of application, or:

4. Alternative PADA Path. In order to encourage properties with valid pre-annexation development agreements (PADAs) to be developed for higher density mixed use projects, additional flexibility is allowed as stated below. Any standard not modified by this section shall apply as written for applications which utilize the Alternative PADA path:

a. Eligibility. To be eligible for the below alternative approval process and modified development standards, the holder of a PADA shall first obtain City Council approval of a revised development agreement that relinquishes the right to develop their property for the following uses: Warehouse/distribution; motor vehicle sales/rental; motor vehicle servicing/repair; self-service storage; bulk sales; outdoor sales (retail sale of landscaping materials allowed); single family detached residences; asphalt batch plant; car wash; aggregate products (retail rock sales allowed); and mining and related uses post reclamation.

b. Alternative approval process. The PADA Alternative Path shall not require master plan approval. Instead, land use review process shall be a Type II site plan review per the approval criteria of Chapter 20.270 VMC (Site Plan Review) and development standards of 20.690.040 and 20.690.070 as modified herein. Additionally, a proposed division of the property shall require either a Type II (short plat) or Type III (subdivision) approval. In either case, the application must show compliance with the Section 30 Plan District requirements as modified herein.

c. Modifications to Development Standards. Standards and requirements of this chapter shall be modified in VMC 20.690.040 through 20.690.070 as indicated by the statement “[Alternative PADA Path].”

d. The Section 30 Design Guidelines shall not apply to those properties which utilize the Alternative PADA Path.

e. Density within an Urban Neighborhood Overlay development shall be derived by dividing the net buildable area of the subject property (gross area less the total aggregate area for public or private streets and alleys, schools or other public facilities, including but not limited to parks that are accessible to the public) by the applicable lot size or area per unit.

f. The development options identified as an Alternative PADA Path in this subsection 4 may only be utilized under the following conditions:

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1. By a Section 30 property owner that is a party to a valid pre-annexation development agreement with the City; and

2. That Section 30 property owner has executed an Amended PADA with the City between the dates of April 15, 2025 and September 2, 2025.

D. *Master Planning Required.* All development, including properties with an existing Development Agreement shall be subject to the master plan process contained in VMC 20.690.050, Master Planning. Properties applying for an existing use expansion, VMC 20.690.030(E) are exempt from the Master Plan Process. The Planning Official may at his or her discretion exempt or limit master planning process requirements for individual development proposals whose development has no significant area wide infrastructure or land use implications. [Alternative PADA Path: Master plan approval shall not be required.]

E. *Existing use expansion.* Existing uses established before the time of the adoption of the ordinance codified in this section may expand subject to review criteria contained in VMC 20.690.050(C), Review Criteria and Process, and the review procedures contained in Chapter 20.210 VMC, Decision Making Procedures.

F. Mining and related uses are allowed as specified in Chapter 20.540 VMC, Surface Mining Overlay District, and as permitted in Development Agreements.

G. Future urban uses are allowed as specified in Table 20.440.030-1 for the ECX zone.

20.690.040 Development Standards.

Development within the Plan District shall be subject to the development standards contained in VMC 20.440.040 and 20.440.050 except as modified herein. Urban Neighborhood Overlay 3 development is subject to the development standards contained in VMC 20.690.070, Section 30 Urban Neighborhood Overlay. [Alternative PADA Path: Development shall be subject to the development standards in VMC 20.690.070, Section 30 Urban Neighborhood Overlay.]

A. New Heavy Industrial (IH) land uses allowed by recorded Development Agreements shall not abut an existing Urban Neighborhood Overlay development unless separated by a major physical barrier (such as topographic break, collector street, water feature, or open space) that will reduce impacts to any commercial and residential activity.

B. *Maximum Building Heights.* Building heights shall not be restricted within the ECX zoned properties of the Plan District. Refer to the Section 30 Design Guidelines for proposed development along the southwestern quarry slope. [Alternative PADA Path: The Section 30 Design Guidelines shall not apply.]

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C. Drive-through uses shall be limited to within parking structures or building.

D. Building Setbacks.

1. Any development adjacent to the Principal Arterial streets bordering the Section 30 Plan District shall provide a 20-foot minimum landscaped setback from the back of sidewalk. [Alternative PADA Path: Setbacks for Urban Neighborhood Overlays shall be subject to VMC 20.690.070(D)(4) & 20.690.070(E)(4).]

2. All other street setbacks shall be a landscaped 10-foot maximum from the back of sidewalk. An exception for up to a 20-foot maximum setback shall be allowed for proposed green street features, publicly accessible plazas, or due to topographic constraints. [Alternative PADA Path: Setbacks for Urban Neighborhood Overlays shall be subject to VMC 20.690.070(D)(4) & 20.690.070(E)(4).]

3. New Heavy Industrial uses allowed by recorded Development Agreements shall provide a minimum 10-foot landscaped side and rear set back. Landscape shall include shrubs to form a six-foot-high buffer screen 95 percent opaque year-round.

4. All landscaped setbacks shall at a minimum meet the Section 30 Landscape Design Guidelines. [Alternative PADA Path: The Section 30 Landscape Design Guidelines shall not apply.]

E. Parking spaces provided for individual uses shall be no less than 80 percent of the minimum required indicated in Table 20.945.070-2, and no more than 115 percent to the amount provided in Table 20.945.070-2. The planning official may approve parking beyond the maximum or a parking reduction from the required minimum based on a parking study that justifies the change. Structural parking is permitted subject to the design standards contained in VMC 20.945.060. Structural parking shall count toward the minimum but not the maximum number of parking stalls. [Alternative PADA Path: Parking spaces for individual uses shall be no less than 50 percent of the minimum required as indicated in Table 20.945.070-2. Parking for Urban Neighborhood Overlays shall be subject to VMC 20.690.070(D)(10) & 20.690.070(E)(10).]

F. A shared use path shall be developed along 192nd Avenue and shall be designed at a minimum similarly to the existing shared use path on 192nd Avenue south of SE 1st Street.

G. Roadways and Access.

1. Collector arterial roadway alignment shall be consistent with the conceptual roadway alignments shown in the Section 30 Employment Center Plan document.

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2. Connections to streets that border Section 30 Plan District shall be substantially as shown in the Section 30 Employment Center Plan document.

3. All collector arterial to collector arterial intersections internal to the Plan District (excludes the four surrounding arterials) shall be roundabout intersections. Use of roundabouts for local roadway connections is also encouraged to promote system efficiency and create a unique identity.

4. Traffic calming and context sensitive design shall be incorporated into the design of all internal roadways.

5. The maximum block ~~face~~-length within the Plan District shall be 600 feet generally, and 300 feet in the Urban Neighborhood Overlay areas. [Alternative PADA Path: Multi-use paths of at least 12 feet in width that allow access from the public way into the development may be used to meet maximum block spacing of 600 feet generally in the Plan District and 300 feet generally in the Urban Neighborhood Overlay areas. Such pathways shall provide pedestrian scale lighting. If found to be infeasible due to severe topographic constraints, this overall requirement may be modified by the Planning Official.]

6. All new streets and street improvements shall meet the intent of the Section 30 Design Guidelines.

H. For collector arterial streets, street trees that provide a large, wide canopy shall be selected from the Street Tree Selection List found in Appendix A of the city's Street Tree Manual.

20.690.050 Master Planning. [Alternative PADA Path: This section shall not apply.]

A. *Overall.* An approved Master Plan as described herein is required prior to development in the Plan District in order to ensure development is consistent with the Section 30 Employment Center Plan. Mining activities are expected to continue on portions of this site for several years, but portions may redevelop in the near future. Master plans shall address long term development of the entire Plan District as shown in Figure 20.690-1, and shall include consideration of long term development of the entire plan area, particularly in regard to street and pedestrian connectivity, transitional grades between developments, stormwater management, open space connectivity, utility service and traffic impacts.

B. *Contents.* Master Plans shall address the following:

1. Proposed grading and final elevations for all portions of the site, including transitional grades to adjacent properties.

2. Proposed employment uses, including location, lot size, and floor area ratio for industrial, office and commercial uses.

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3. Proposed residential uses including location, number of dwelling units and density.
4. Proposed location of any Urban Neighborhood Overlay areas governed by VMC 20.690.070.
5. Transportation analysis that:
 - a. Demonstrates consistency with the Section 30 Employment Center Plan and meets the intent of the Section 30 Design Guidelines.
 - b. Includes a map and narrative of the following:
 - i. On site public and private roads, alleys, parking and circulation including, an exhibit of roadway functional classifications, typical section, and design parameters, such as street grades, “green” strategies, and traffic calming for local roadways, bicycle and pedestrian facilities~~;~~
 - ii. Future street circulation and connectivity plan covering adjacent properties within 600 feet of subject property~~;~~
 - iii. Traffic Analysis and Mitigation plan~~;~~
 - iv. Trip Reduction and Transportation Demand Management Plan; and
 - v. Parking Management plan if variance from parking requirements is proposed.
6. Utility and Facility analysis that includes a map and narrative of the following:
 - a. Public sewer, water and stormwater systems, demonstrating consistency with the Section 30 Employment Center Plan;
 - b. Parks, open spaces, plazas, and trails, demonstrating consistency with the Section 30 Employment Center Plan;
 - c. Private utilities – location; and
 - d. Schools, if any~~;~~
7. Analysis of impacts to the adjacent properties and mitigation proposed to achieve development envisioned in the Section 30 Employment Center Plan including future

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streets, roundabouts, grading, utility service, site drainage, trails and open space and land use location.

8. Full Site Utilization Plan, refer to VMC 20.690.060.

9. A master landscape plan.

10. Anticipated phasing of development, site ownership, or common management provisions, if any.

11. Provisions for buffering adjacent mining or heavy industrial activities if applicable, at a level of detail sufficient to judge adequacy of buffering from adverse noise, dust and visual impacts. Noise attenuation shall meet standards for maximum permissible environmental noise levels contained in WAC 173-60-040 as adopted or amended for proposed uses.

12. Consistency between the Master Plan and the Section 30 Employment Center Plan and Plan policies.

13. Modification. Modifications to design and development standards may be processed as part of the request for master plan approval if the applicant can demonstrate compliance with the following approval criteria:

a. The modification(s) is warranted given site conditions and/or characteristics of the design; ~~and~~

b. The proposed change meets the intent of the development standards and Section 30 Employment Center Plan and is consistent with the Design Guidelines; ~~and~~

c. The proposed change will not result in a substantial impact to transportation, water, sewer, or storm water management systems; and

d. The proposed change is consistent with ~~the VMC Vancouver Municipal Code~~ and the Vancouver Comprehensive Plan.

C. Review Criteria and Process. Master Plans shall be processed as a Type IV application considered initially by the Planning Commission with final decisions made by the City Council. The Master Plan shall be approved, approved with conditions, or denied upon findings that:

1. The Master Plan implements the Section 30 Employment Center Plan and requirements of this chapter; ~~and~~

2. Impacts from ongoing heavy industrial uses on adjacent properties will be buffered and

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mitigated~~;~~

3. The Master Plan is consistent with the Section 30 Design Guidelines or proposes standards that will achieve at least equal quality site development; ~~and;~~

4. The Master Plan achieves the following objectives:

a. Provides for the potential of more intense urban development in the future and for compatibility between different land uses by meeting VMC 20.690.060, Full Site Utilization Plan requirements~~;~~

b. Provides safe, cohesive and connecting street and sidewalk system that is consistent with the Section 30 Employment Center Plan~~;~~

i. Plans and allows for connections to future development in the entire Plan District~~;~~

ii. Generally meets the future collector street locations and substantially meets connections to streets outside of Section 30 as shown in the Section 30 Employment Center Plan document~~;~~

iii. Provides a logical extension, continuation and interconnection of streets and bike/pedestrian access ways to serve circulation and access needs within the Section 30 Employment Center Plan document and adjoining neighborhoods~~;~~

iv. Provides a multi-directional access and circulation to the street system similar to that provided by a traditional street grid with streets intersecting at 90~~-~~degree angles at regular intervals of 200 to 600 feet~~;~~

v. Provides full multimodal infrastructure and on-site facilities that promote the use of transit, pedestrian, and bike modes, as contemplated in the Section 30 Employment Center Plan; ~~and;~~

c. Provides for a cohesive public utility (water, sewer, and stormwater) network that facilitates service to all areas within the Plan District, meets Section 30 Employment Center Plan policies and VMC 20.690.060, Full Size Utilization plan~~;~~

d. Provides for an integrated park/open space and trail network that meets the standards of the currently-adopted Parks, Recreation and Cultural Services Comprehensive Plan~~Vancouver Clark Parks & Recreation Comprehensive Parks, Recreation & Open Space Plan~~ and substantially meets the intent of the Section 30 Employment Center Plan Open Space, Trails and Public Facility policies~~;~~

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- e. Provides landscaping that includes trees that will create an attractive community, maximize the use of native plant materials and meet the intent of the Section 30 Design Guidelines~~;~~
- f. Establishes property grades and finished elevations that allow for balanced grade transitions between properties~~;~~
- g. Retaining walls shall meet the intent of Section 30 Design Guidelines~~;~~
- h. Provides for shared parking where feasible; and
- i. Meets SEPA requirement.

D. Master Plan Modification.

1. Process.

- a. No Amendment. Development applications, which differ from adopted Master Plans as follows, require no additional review under Title 20 VMC.
 - i. Changes to phasing, provided proposed development is fully identified in the Full Site Utilization Plan, VMC 20.690.060 in the adopted Master Plan.
 - ii. Refinement of building footprint, use mix, access, parking and landscaping provided the resulting site plan is consistent with the Full Site Utilization Plan, adopted Master Plan and the Section 30 Design Guidelines.
 - iii. Changes in the location and design of trails, so long as they are consistent with the adopted Master Plan, the Section 30 Employment Center Plan and Design Guidelines.
 - iv. Changes to the buffering provided for new development from adverse impacts of ongoing heavy industrial uses on adjacent properties, provided the result is the same or better attenuation of noise and dust and visual impacts.
 - v. Changes to the location of uses.
- b. Type I Review – Changes to the Master Plan design guidelines provided proposed changes are consistent with the Section 30 Employment Center Plan and Design Guidelines and will not compromise the ability to achieve the overall quality of development proposed in the Master Plan.

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c. Type II Review

- i. New buildings, so long as the additional development can be accommodated with only minor changes to the transportation, water, sewer, storm drainage systems, or the Full Site Utilization Plan, VMC 20.690.060 in the approved Master Plan.
- ii. Significant changes to street locations or capacity.
- iii. Significant reduction in the amount of public open space.

d. Type III Review – New buildings that result in the need for a significant change in the transportation, water, sewer, storm drainage systems, or the Full Site Utilization Plan, VMC 20.690.060 in the approved Master Plan.

e. Interpretation. The City ~~of Vancouver~~ retains the authority to assign the appropriate review process where application of this chapter is unclear, or inappropriate given the size of the modification involved.

2. Modification Approval Criteria.

- a. The proposed change meets the intent of the Section 30 Employment Center Plan and is consistent with the Design Guidelines; ~~and~~
- b. The proposed change will not result in a substantial impact to transportation, water, sewer or storm water management systems; ~~and~~
- c. The proposed change will not result in adverse impacts to adjacent properties or uses; and
- d. The proposed change is consistent with the VMC ~~Vancouver Municipal Code~~ and the Vancouver Comprehensive Plan.

20.690.060 Full Site Utilization Plan. [Alternative PADA Path: This section is not required but may be used, subject to agreed-upon performance timelines of future phases to be stated in a revised development agreement.]

A. Purpose: As Section 30 develops, ~~over the next 20 to 30 years~~; careful site design can provide opportunities for additional development including additional buildings and structural parking. To fully realize future development opportunities, thoughtful placement of initial buildings and parking areas is essential. A Full Site Utilization Plan (FSUP) creates a vision of how a site can reach full urban center densities through phasing of development over time or through

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demonstrating development potentials by showing a “shadow” plat or site plan of future development.

B. Applicability: All project proposals requiring a Master Plan shall submit an FSUP unless the project proposes urban density equal to or greater than a Floor Area Ratio of one.

C. Submittal Requirements: Show the following using the proposed Master Plan site plan as a base map:

1. Locations of potential future building pads or locations of potential parking structures~~;~~
2. Locations of potential future street rights-of-way that would create a more urban street grid~~;~~
3. Narrative describing potential building types, mix of uses, density achievements and vehicle parking requirements~~;~~ and~~;~~
4. Anticipated phasing of development and potential site plan submittal timelines.

D. Review Criteria and Process: In reviewing a proposed FSUP, the planning official shall approve the FSUP upon finding that:

1. The FSUP demonstrates a realistic assessment of future building types and sizes, and future parking needs~~;~~
2. The FSUP provides for realistic areas for future building pads and structured parking facilities~~;~~
3. The FSUP adequately represents the potential to achieve the street grid and circulation requirements of VMC 20.690.040~~;~~ and~~;~~
4. The proposal meets the intent of the Section 30 Design Guidelines. **[Alternative PADA Path: The Section 30 Design Guidelines shall not apply.]**

20.690.070. Section 30 Urban Neighborhood Overlay (Optional)

A. *Purpose.* The purpose of the Urban Neighborhood Overlay is to allow for the location of mixed use urban activity centers with quality living, shopping and gathering places for those working and living within the Section 30 urban employment center as described in the Section 30 Employment Center Plan vision, goals, and policies. This urban neighborhood balances livability with auto-oriented accessibility and incorporates design features and uses to encourage active pedestrian environments and a sense of community. The provisions of the urban neighborhood overlay shall determine the size, character and location of a proposed urban neighborhood.

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B. *Applicability*. No more than two urban neighborhoods may be proposed and located within the Section 30 Plan District boundary, Figure 20.690-1. The general locations of the overlays depicted in the Section 30 Employment Center Plan document are conceptual. The Urban Neighborhood Overlay is applicable to the entire area shown on Figure 20.690-1. [Alternative PADA Path: The number of UNOs may exceed two if the minimum residential density is 22 units per net acre for any residential or mixed use project in more than two UNOs areas.]

C. *Urban Neighborhood Form*. The urban neighborhood includes both a mixed use center and an adjacent residential area that is master planned as a cohesive whole. Each urban neighborhood shall be no larger than 50 acres and include no less than 850 housing units. If the minimum average density is not achieved at the outset, the required FSUP included with the Master Plan shall demonstrate how the density can ultimately and realistically be achieved. A variety of unit types shall be provided. The urban neighborhood shall be organized around a commercial and public activity center with traditional neighborhood patterns and design. [Alternative PADA Path: Urban neighborhoods may exceed 50 acres provided the minimum residential density is 22 units per net acre for any residential or mixed use project on property outside of the first 50 acres. Units provided in the first 50 acres which are in excess of the minimum 18 units per net acre density may be applied toward the minimum 22 units per net acre density outside of the first 50 acres. The required minimum 850 housing units to be provided in an urban neighborhood shall not apply, as the minimum number of housing units in an urban neighborhood is dictated by the required minimum density.]

1. *Urban Neighborhood Mixed Use Center*. This area is the organizing element and activity center for the urban neighborhood. The mixed use center is built around a focal point, whether it is a main street, or an amenity such as a plaza, a park or a lake. Multi-story mixed use buildings with commercial or office uses on the ground floor and housing above reinforce the center's character. A minimum of 15 percent of the total urban neighborhood housing units shall be located in the mixed use center. [Alternative PADA Path: Residential uses in the Urban Neighborhood Mixed Use Center shall be allowed on the ground floor of multi-family and mixed use buildings unless fronting on a main commercial street within a designated urban mixed use center. Additionally, if at least one Urban Neighborhood Mixed Use Center is approved, other UNOs areas may be proposed as Urban Neighborhood Residential Areas without a mixed use center and the minimum 15 percent requirement shall not apply.]

2. *Urban Neighborhood Residential Area*. This area is organized around the neighborhood mixed use center and includes a mix of housing and densities achieving an average minimum net density of 18 units an acre. A maximum of 85 percent of all housing units shall be substantially clustered within one-quarter mile of the urban neighborhood mixed use center. The one-quarter mile shall be measured in a straight line from the outer boundaries of the neighborhood to the nearest boundary of the mixed use center.

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[Alternative PADA Path: A minimum of 50 percent of residential units shall be substantially clustered within 1/2 mile of the urban mixed use center.]

3. Future Urban Uses are allowed as specified in Table 20.430.030 for the MX zone with the following exceptions:

- a. Footnotes 2 and 6, subject to provisions of the Mixed Use zone district does not apply instead the future urban uses allowed within a designated Section 30 Urban Neighborhood Overlay are subject to provisions of this chapter.
- b. Colleges, as defined in Chapter 20.160 VMC, Use Classifications, are prohibited.
- c. Emergency Services, as defined in Chapter 20.160 VMC, Use Classifications, require a conditional use permit governed by Chapter 20.245 VMC, Conditional Uses.
- d. Medical Centers as defined in Chapter 20.160 VMC, Use Classifications, are prohibited.
- e. Religious Institutions as defined in Chapter 20.160 VMC, Use Classifications, require a conditional use permit governed by Chapter 20.245 VMC, Conditional Uses.
- f. Commercial Lodging limited to bed and breakfast establishments, subject to the provisions in Chapter 20.830 VMC and lodging establishments with no more than 50 rooms as defined in Chapter 20.160 VMC, Use Classifications.
- g. Bulk Sales as defined in Chapter 20.160 VMC, Use Classifications, is prohibited.
- h. Non-Accessory parking surface lots as defined in Chapter 20.160 VMC, Uses Classifications, are prohibited. Non-accessory parking structures are permitted.
- i. All uses under Industrial heading, as defined in Chapter 20.160 VMC, Use Classifications, are prohibited.
- j. Heliports, as defined in Chapter 20.160 VMC, Uses Classifications, are prohibited.
- k. Wireless Communication Facilities are permitted subject to the provisions of VMC 20.890.060(B), Higher-density Residential Districts.

4. No more than 50 percent of the total square footage envisioned by the Master Plan for any one major use type (commercial, office or residential) can be granted site plan approval

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until site plan approval is provided for at least 25 percent of the total square footage of all remaining use types envisioned in the Master Plan. This requirement may be waived by the planning official, if the applicant provides a security or other form of binding assurance that the remaining major use types contemplated in the Master Plan will be built. [Alternative PADA Path: This requirement is waived to allow market conditions to dictate the timing of the various uses.]

D. *Development Standards – Urban Neighborhood Mixed Use Center(s).* [Alternative PADA Path: This section shall not apply to an UNO that is permitted without a mixed use center pursuant to VMC 20.690.070(C)(1).]

1. *Urban Center Focal Point.*

a. Urban Neighborhood Mixed Use Centers shall be organized around a focal point, which could include a main street, town square, plaza, park, or water feature consistent with the Section 30 Urban Employment Center Plan.

b. When a linear Main Street acts as the Mixed-use Center’s focal point both sides of the street shall include a mix of uses with 75 percent of the uses within vertical mixed-use buildings. [Alternative PADA Path: When a linear Main Street acts as the Mixed-use Center’s focal point, both sides of the street shall include a mix of uses with a minimum of 75 percent of the uses within vertical mixed-use buildings. This requirement is specific to the gross square footage of uses within buildings. Any proposed focal point that is not a main street shall be a minimum of 10,000 square feet in area with no dimension less than 80 feet.]

2. *Density.*

a. An average minimum of 18 units per net acre as measured by total number of residential units divided by the net site acreage of the Urban Neighborhood Overlay area.

b. Residential uses are not allowed on the ground floor. [Alternative PADA Path: Residential uses shall be allowed on the ground floor of multi-family and mixed use buildings unless fronting on a main commercial street within a designated urban mixed use center.]

3. *Building Height.*

a. Mixed-use buildings shall be at least 30 feet in height and shall include a minimum of two usable stories.

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b. Ground floor spaces shall be designed to accommodate active pedestrian uses and shall have a minimum floor to ceiling height of 15 feet. [Alternative PADA Path: Ground floor spaces shall be designed to accommodate active pedestrian uses and shall have a minimum floor to ceiling height of 14 feet. This requirement shall only apply in buildings with ground floor commercial uses that front an Urban Center Focal Point.]

c. Maximum building heights shall not be restricted provided architectural methods are applied to reduce the building scale and mass of at least the first three floors (including ground floor). [Alternative PADA Path: The architectural methods shall not apply.]

4. *Building Setbacks.*

a. All new construction along the street frontages shall extend to the edge of the street right-of-way line for the first two stories. Exception may be given when a public open space such as a courtyard or plaza is provided. [Alternative PADA Path: Buildings not fronting on the main commercial street in the urban mixed use center may be set back from the right-of-way line a maximum of 10 feet provided such setback is landscaped, however buildings may be set back further than 10 feet to accommodate topography, street geometry, curved property lines, or similar if the intent of this section is met.]

b. Mixed use buildings facing the Urban Center focal point shall comprise 75 percent of the street frontage. Parking garages where the ground floor is commercial or office uses may be counted for this requirement. [Alternative PADA Path: The length of mixed use building facades facing a public plaza or park with frontage on the main retail street may be counted toward the 75 percent frontage requirement]

5. *Building Orientation.*

a. At least one fully functional and visibly identifiable public entrance shall be provided along a street frontage. Buildings organized around a courtyard may feature entrances facing the courtyard provided there is a clear pedestrian access between the courtyard and the street.

b. Service entrances shall be in the rear of the buildings.

6. *Rain Protection.* [Alternative PADA Path: Rain protection features shall be provided pursuant to the standard but may cover only Urban Center Focal Point-facing ground floor windows, where impervious surfaces abut them, and building entrances.]

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- a. Rain protection shall be provided on buildings facing the Urban Center focal point.
- b. Rain protection features shall provide cover of at least six feet in depth over the sidewalk or other surfaced pedestrian way, but shall not extend closer than two feet to the curb line.
- c. Rain protection features on each building shall be designed to abut or adjoin rain protection features provided or to be provided on adjacent buildings along the same street frontage to the greatest extent possible to ensure a continuous protected pedestrian walkway.

7. Building Form and Appearance.

- a. Blank walls in excess of 15 lineal feet along sidewalks or other pedestrian areas are not permitted. [Alternative PADA Path: Section 20.690.070(D)(7)(a). shall only apply to walls facing the Urban Center Focal Point.]
- b. Transparent windows/doors shall be provided along at least 75 percent of the ground floor façades and the base of the windows shall be between one and three vertical feet above the ground or sidewalk. [Alternative PADA Path: Section 20.690.070(D)(7)(b). The blank wall standards regarding windows shall not apply.]

8. Buffering and Landscaping.

- a. All setback areas shall be landscaped consistent with the Section 30 Design Guidelines or developed as hardscape plazas. [Alternative PADA Path: All setback areas shall be landscaped or developed as hardscape plazas. The Section 30 Design Guidelines shall not apply.]
- b. Street trees that provide a medium to large, wide canopy over the streets of the Mixed-use Center shall be selected from the Street Tree Selection List found in Appendix A of the Street Tree Manual.

9. Streets and Access.

- a. Context Sensitive Design
 - i. The block face length shall be at most 300 feet. [Alternative PADA Path: Multi-use paths of at least 12 feet in width that allow access from the public way into the development may be used to meet maximum block spacing of 300 feet in the Urban Neighborhood Mixed Use Center. Such pathways shall provide pedestrian scale lighting. If found to be infeasible due to

severe topographic constraints, this overall requirement may be modified by the planning official.]

ii. All sidewalks shall be at least 12 feet wide. [Alternative PADA Path: Sidewalks shall be at least 10 feet wide.]

iii. The street(s) facing or as a part of the focal point of the Mixed-use Center shall include pedestrian amenities such as benches, special plantings, artwork.

iv. Street Lighting. Pedestrian scale street lighting shall be used to meet minimum lighting standards.

b. Traffic Calming measures to achieve average automobile travel speeds of 25 miles per hour or lower are required as follows:

i. The main commercial street shall be constructed with raised concrete intersections, or

ii. Equivalent traffic calming measures shall be constructed that may include some combination of:

- A. Curb extensions to provide short pedestrian crossing distances.
- B. Raised crosswalks.
- C. Concrete or brick pavers for intersection pedestrian crossings.
- D. Speed cushions.
- E. Narrow travel lanes.
- F. On-street parking.

c. Access

i. Vehicular access to off-street parking behind or within buildings, and to loading docks and service areas shall be through public or private alleys. If structural parking is provided access may be located on the street frontage. [Alternative PADA Path: Vehicular access to off-street parking behind or within buildings may also be via a driveway.]

ii. Direct driveway access to the surrounding arterials, SE 1st Street, NE 192nd Avenue, NE 18th Street, and NE 172nd Avenue shall be prohibited.

10. *Parking.*

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a. Parking spaces provided for individual uses shall be no less than 60 percent of the minimum required indicated in Table 20.945.070-2, and no more than 115 percent to the amount provided in Table 20.945.070-2. The planning official may approve parking beyond the maximum or a parking reduction from the required minimum based on a parking study that justifies the need. [Alternative PADA Path: Section 20.690.070(D)(10)(a). Parking spaces for individual uses may be no less than 50 percent of the minimum required indicated in Table 20.945.070-2.]

b. On-street parking spaces immediately, adjoining a property may be counted towards a development's overall parking requirement.

c. Structural parking shall count toward minimum but not the maximum number of parking stalls. [Alternative PADA Path: Tuck-under parking is considered structural parking.]

d. Joint parking and parking for mixed use projects shall be governed by VMC 20.945.030(B) and (C).

e. Off-street parking shall be located to the rear of buildings. [Alternative PADA Path: Off-street parking is generally prohibited between buildings and the main commercial street frontages.]

f. Parking shall meet the Section 30 Design Guidelines. [Alternative PADA Path: Section 20.690.070(D)(10)(f). Section 30 Design Guidelines shall not apply to parking.]

E. Development Standards – Urban Neighborhood Residential Area(s). – Development within the Urban Neighborhood Residential Area(s) shall be subject to the development standards contained in VMC 20.420.050 for the R-22 zone unless modified as follows. [Alternative PADA - Path: To encourage a variety of housing types, the minimum lot area shall be 770 square feet; the minimum lot width shall be 14 feet, and the maximum lot coverage shall be 82 percent.]

1. *Density and Location of Uses.* An average minimum density of 18 units a net acre, as measured by total number of residential units divided by the net site acreage of the Urban Neighborhood Overlay area shall be provided. [Alternative PADA Path: As provided in 20.690.070(C), if a UNOS is proposed to be larger than 50 acres, the minimum density inside of 50 acres shall be 18 units per net acre, and residential projects outside of the 50 acres shall provide a minimum density of 22 units per net acre.]

2. *Open Space for Residential Uses.* Private open space at a minimum of 100 square feet per dwelling unit shall be provided and shall meet the Section 30 Design Guidelines. [Alternative PADA Path: The requirement for private open space may be waived for

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Requires codification

residential units that are within 1/4 mile of a public park. The Section 30 Design Guidelines shall not apply.]

3. *Building Height.* Maximum building heights shall not be restricted provided architectural methods are applied to reduce the building scale and mass of at least the first three floors (including ground floor). [Alternative PADA Path: The above architectural methods shall not apply.]

4. *Building Setbacks.*

a. Urban Neighborhood Residential area boundary abutting the ECX zoned area outside of the overlay boundary shall provide a minimum 20-foot landscaped setback that meets the intent of the Design Guidelines. [Alternative PADA Path: Does not apply when abutting existing or planned parks and/or residential uses that are compatible with the Urban Neighborhood Residential Area; in other cases may be a 10-foot landscaped setback area but without having to meet the intent of the Design Guidelines.]

b. Street frontage setbacks shall be provided with a 10-foot minimum and 20-foot maximum and meet the intent of the Design Guidelines. [Alternative PADA Path: Buildings shall be set back a minimum of five feet and may be set back further than 20 feet to accommodate topography, street geometry, curved property lines, or similar if the intent of this section is met. The Section 30 Design Guidelines shall not apply.]

5. *Building Orientation.*

a. At least one fully functional and visibly identifiable public entrance shall be provided along a street frontage with an exception for buildings organized around a courtyard or plaza with entrances facing the courtyard/plaza provided there is a clear pedestrian access between the courtyard/plaza and the street. [Alternative PADA Path: This requirement shall not apply so long as a five-foot wide sidewalk is provided adjacent to each building which connects the main entrance(s) of each building to the public right-of-way.]

b. Buildings that are visible from the street shall be oriented to face the street. [Alternative PADA Path: Buildings along a street shall be oriented to face the street, or a pedestrian route, plaza, park or similar.]

c. Service entrances shall be in the rear of the buildings.

6. *Building Form and Appearance.* Building form and appearance shall be consistent with Section 30 Design Guidelines. [Alternative PADA Path: This section shall not apply.]

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Requires codification

7. *Landscaping and Fencing.* [Alternative PADA Path: This section shall not apply.]

- a. A minimum four-foot-wide landscape strip shall be provided between garage entrances along the alley applicable for both free standing and attached garages.
- b. Landscaping and fencing shall be consistent with the Section 30 Design Guidelines. [Alternative PADA Path: The Section 30 Design Guidelines shall not apply.]

8. *Street Lighting.* Pedestrian scale street lighting shall be used to meet minimum lighting standards.

9. *Streets and Access.*

- a. Vehicular access to off-street parking including garages behind or within buildings, and to service areas shall be through public or private alleys. One access driveway to the alley per block may be provided. [Alternative PADA Path: Vehicular access to off-street parking may also be via a driveway and City staff may approve more than one access driveway per block if the intent of chapter 20.690 VMC is met. Vehicular access to the front of a building may be allowed where topography makes rear-loaded structures impractical.]
- b. Direct driveway access to the surrounding arterials, SE 1st Street, NE 192nd Avenue, NE 18th Street, and NE 172nd Avenue shall be prohibited.
- c. The maximum block face length within the Urban Neighborhood Overlay shall be 300 feet. [Alternative PADA Path: Multi-use paths of at least 12 feet in width that allow access from the public way into the development may be used to meet maximum block spacing of 300 feet generally in the Urban Neighborhood Overlay areas. Such pathways shall provide pedestrian scale lighting. If found to be infeasible due to severe topographic constraints, this overall requirement may be modified by the planning official.]

10. *Parking.*

- a. Parking spaces provided for individual uses shall meet the requirements of Table 20.945.070-1. The planning official may approve a parking reduction based on VMC 20.945.070(E). In addition to the reductions allowed in VMC 20.945.070(E), further reductions may be allowed for motorcycle/scooter parking spaces (four feet by eight feet). For every four motorcycle/scooter parking spaces provided, the number of vehicle parking spaces required may be reduced by one. [Alternative PADA Path: Individual uses shall provide the minimum number of parking spaces

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Requires codification

per Table 20.945.070-1 except as modified elsewhere.]

b. Structural parking shall count toward the minimum but not the maximum number of parking stalls.

c. On street parking spaces immediately adjoining a property may be counted toward a development's overall parking requirement.

d. Joint parking and parking for mixed use projects shall be governed by VMC 20.945.030(B) and (C).

e. Off-street parking shall be located within or to the rear of buildings. [Alternative PADA Path: Off-street parking is prohibited between buildings and street frontages, except that buildings that do not front on a street or where topography or site constraints limit the practicality of rear-loaded buildings, parking may be allowed in front of or to the side of said buildings.]

F. *Master Planning.* [Alternative PADA Path: This section shall not apply.]

1. *Overall.* Master Plans as described herein are required prior to all development in the Urban Neighborhood Overlay in order to ensure proposed development is consistent with the Section 30 Employment Center Plan. Master plans shall address long term development of the entire Section 30 Employment Plan District as shown in Figure 20.690-1, particularly in regard to street and pedestrian connectivity, transitional grades between developments, stormwater management, open space connectivity, utility services and traffic impacts.

2. *Contents of Submittal.* Master Plans shall include the submittal requirements included in VMC 20.690.050(B) as applicable, with the following additions:

a. *Urban Neighborhood Mixed Use Center.*

i. Location and size of associated land area;

ii. Map and written description of the urban form of the Mixed Use Center's focal point;

iii. Building elevations, including building height;

iv. Identify the number of residential units and density and the square footage of commercial uses.

b. *Urban Neighborhood Residential Area.*

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Requires codification

- i. Location and size of associated land area;
- ii. Identify the number of residential units and density;
- iii. Building elevations, including building height;

c. Street, Access, and Circulation Plan.

3. *Review Criteria and Process.* Master Plans shall be subject to VMC 20.690.050(C), Section 30 Employment Plan District, Master Planning with the following revisions:

- a. The Master Plan implements the Section 30 Employment Center Plan and the requirements of the Urban Neighborhood Overlay~~;~~
- b. Provides mixed use buildings of commercial, office and residential uses designed around an urban organizing focal point~~; and~~.
- c. Provides a multi-directional access and circulation to the street system similar to that provided by a traditional street grid with streets intersecting at 90-degree angles at regular intervals of 200 to 300 feet, if topography allows.

4. Master Plan Modification. Master Plans shall be subject to VMC 20.690.050(D), Section 30 Employment Plan District, Master Plan Modification.

Section 2. 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 3. Effective Date. This Ordinance shall be in effect five days after it is recorded.

ORDINANCE - 23
Requires codification

SIGNED this _____ day of _____, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

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Requires codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE amending Chapter 20.690 Vancouver Municipal Code, “Section 30 Employment Center Plan District”; adopting legislative findings, clarifying existing language; providing for severability; and setting an effective date. The full text of this Ordinance will be mailed upon request. Contact Vancouver Central Records at (360) 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 25
Requires codification

Meeting Minutes

Tuesday, February 11, 2025

4:30 p.m.

City Hall

Council Chambers

415 W 6th Street

Vancouver, WA

Commission Members Present:

Patrick Adigweme, Sandra Beck, Marjorie Ledell, Zach Pyle, Nena Cavel, Alyssa Wheeler, John Jay

Staff Present: Rebecca Kennedy, staff liaison, Kail Hibbs, staff liaison, Becky Rude, staff attorney

The meeting was called to order at 4:31 pm by Chair Adigweme.

Adoption of the minutes: November 12th, 2024

Motion by Commissioner Cavel, seconded by Commissioner Ledell

Roll Call

Commissioner Beck	Yes
Commissioner Cavel	Yes
Commissioner Ledell	Yes
Commissioner Wheeler	Yes
Commissioner Jay	Yes
Vice Chair Pyle	Yes
Chair Adigweme	Yes

Motion carried unanimously.

Members

Patrick Adigweme
Chair

Zach Pyle
Vice Chair

Nena Cavel
Sandra Beck
Marjorie Ledell
Alyssa Wheeler
John Jay

**Community Development
Department**

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To request accommodation or other formats, please contact:

Community Development Department | 360-487-7813 | TTY: 711 | PlanningCommission@cityofvancouver.us

Workshop: Comprehensive Plan Update – Code Framework

Rebecca Kennedy, Deputy Director; Mark Person, Senior Planner, Community Development Department

Staff presented goals and outcomes for the new code that is being developed as part of the City's Comprehensive Plan update process, including goals for the new code and new zoning districts and associated regulations. There are four main components to the new code: base districts, building types, a use table, and overlays.

Commission discussion and staff responses:

- Clarifying questions based on slide 16: Could a space have the same Net Density regardless of the street width? Staff responded the street is not included in the net density calculation. Gross density is the entire parcel, and the net density is only the developable portion. Staff will update the graphic to be clearer.
- How are you accounting for safety standards for people not in a car? Staff responded that Council adopted the 2024-2044 Transportation System Plan last year that identified model networks and design standards for the City's transportation system. The City uses National Association of City Transportation Officials (NACTO) standards to determine the appropriate design for different multimodal facilities based on modal priority (pedestrian, bike and small mobility, freight, transit, etc.) as well as the speed and volume of vehicles using the street. It also takes into account the level of stress levels for multi-modal users based on the characteristics of the street, and the City's Complete Streets Policy, which requires facilities to be safe and comfortable for all modes of travel, regardless of age or ability.
- What are some common design requirements for the mixing overlays? Staff responded that the goal is for high levels of pedestrian activity in key areas, so overlays may require things like wider sidewalks, more window transparency, rain protection, and room for other outdoor amenities.
- What is the approach for balancing design elements and costs? Staff responded we want to drive towards high quality materials and designs while also providing flexibility for creative and new design and making sure development is efficient and feasible.
- Clarifying point about high-quality development in the low-scale neighborhood and proposed maximum height increase- it is possible to have 4 stories within 45 feet, but this type of building would have very low ceilings and likely not meet the high-quality design intent that led to the increased height recommendation. Staff responded that they agree and would anticipate regulating number of floors as well as building height in the low-scale neighborhood, with a limit of 3 floors. Staff are also looking at roof styles that would be allowed within the middle housing building types to ensure the design intent of the height increase is met.
- Is the market going to deliver accessible housing in the medium scale neighborhood with a proposed minimum of two floors, given that the types of units that are typically accessible are single story units or buildings with elevators, and elevators are generally not feasible in two story buildings? Staff responded that its still feasible to build accessible units on the ground floor of two-story buildings but understand the concern and will look at potential changes to the minimum floors in the medium scale zone.
- Several Commissioners had comments on proposed floor to ceiling heights regulations for residential buildings on key corridors that would allow for future commercial conversion. Comments focused on ensuring that regulations are not so burdensome that they make short term residential development infeasible, and asked staff to consider accessibility standards as this can be tough to address after the fact and is required for commercial uses. Commissioners noted that somewhere between 12-14 floor to ceiling heights should be the target range to allow for successful future commercial conversations.
- How will the new code treat existing uses that are no longer conforming under the new code. Staff responded that the general philosophy is to allow existing buildings and uses to continue, and also to make it easy to move in the right direction even if a baseline standard in the new code is not met. For example, if someone owns a single-family house in the medium scale zone and they want

to add an ADU, the City would allow this even though it wouldn't meet minimum density in the medium scale neighborhood because they are adding a housing unit and that moves them toward compliance.

- How will the new code strategically leverage existing assets like parks, grocery stores, and concentrations of commercial uses that developers favor when siting new development. Staff responded that existing public and private assets and clusters with accessible and connected neighborhood features helped inform the identification of growth nodes – i.e. centers and corridors – where much of the new growth is concentrated.
- How are we going to make this process attractive and engaging to the public and the community? Staff responded that they have engaged thousands of community members through the process and have received a lot of feedback that has been documented and incorporated into the plan. Going forward, the team will use images and renderings to help people understand what the new code will mean in terms of changes in the built environment and continue to communicate the why behind the change. There will be engagement opportunities throughout the DEIS engagement period and these will include information on the new code.
- Is there still flexibility within the overlays? Staff responded they are trying to consolidate overlays but have not yet determined where they will be applied. Many of the existing overlays that affect downtown will be consolidated into one downtown overlay. Some existing overlays, like the one for the Evergreen and Grand corridors, represent best practices and will be integrated into base zone requirements. Some are no longer needed and will be eliminated, like the surface mining overlay and view corridor overlay. Staff emphasized that these are still underdevelopment and are looking for feedback from the Planning Commission, will also be taking this to Council in a couple weeks, and are running through many of the working groups that have convened for this project, including builders and developers.
- Can you clarify the definition of a Regional Activity Center and the difference between Commercial or Mixed-Use? Staff responded that in the new code framework there are not any purely commercial zones- all zones that allow residential will allow some level of commercial mixing. Mixed use and Regional Activity Center are similar mixed-use districts, but the Regional Activity Center allows for more density and the broadest range of uses, including residential, commercial, institutional, and some light industrial uses. Mixed use is more residential but will still allow a fair amount of mixing.
- What is the intention for Section 30 and the surrounding Bennington neighborhood. Staff responded that south of SE 1st St., within Columbia Tech Center (CTC) a range of employment, residential and institutional uses is envisioned, consistent with the Regional Activity Center designation and existing development. Columbia Tech Center is the second largest employment center in the City and already includes a mix of employment, residential, commercial and institutional uses. North of SE First St., in what is called Section 30, the City is planning for a similar mix of uses, with an emphasis on employment, housing, public facilities and commercial services. In the two action possibilities being analyzed under the DEIS, Section 30 is assigned Mixed Use or Regional Activity Center designations, and CTC is assigned Regional Activity Center in both possibilities.
- What is the intention behind allowing or disallowing podium buildings in some areas, given that this has impacts on urban form and the location of parking. Staff responded that they need to take a closer look at and refine the building type table, but the intention would be to allow podium buildings in most places.
- Are the overlays already developed? Staff responded that they are currently only in the concept phase and that they are working backwards from what they are trying to achieve, considering how this could be achieved through the base zone, and intent to only add overlays where area specific objectives cannot be achieved via the base zone. For example, staff haven't identified a mechanism for requiring ground floor mixing in some but not all parts of base zones without an overlay. Another example is enhanced transit corridors, which should be treated differently from surrounding areas regardless of their base zone. Given the broad goal of simplifying the code, staff

are trying to locate most regulations in the base zone, but there are a few that they anticipate will need to live in overlays.

- How will the new code apply to existing buildings? And will the Planning Commission be provided more defined information related to overlays before the EIS process. Staff responded that they will not analyze the full extent of the code until the EIS is finalized. Staff made a note to clarify that non-conforming building types and the overlays are important to mitigations that need to be understood and articulated prior to the FEIS. Commissioners requested specific development or use case examples to understand how nonconforming uses and overlays will be applied to specific projects in future workshops.
- Due to time constraints, several commissioners asked questions that staff could not respond to but committed to following up on at the next workshop. These comments and questions include:
 - Are unique minimum units per acre requirements being considered for parcels in close proximity to transit?
 - Are parking minimums still being considered or has the City decided to eliminate them?
 - Will single-room occupancy and tiny homes be allowed under the new code?
 - What is the current average density in some of the existing lower density neighborhoods?
 - What is the projected cost of higher floor to ceiling heights for residents and builders?
 - What is the projected demand for commercial real estate?
 - Are we reducing or removing codes?
 - Are there eight place types or nine?
 - How will we plan for ground floor requirements for permanent residential construction needs?
 - Will we look at the proposed density for each building for our metric of success and how will we enforce minimums?

Community Forum

Carmen De Leon joined in person to comment on public health, safe building practices, and maintaining community character in Vancouver by embracing green building policies.

Kimberlee Elbon joined remotely to comment on growth projections and provided ideas for more pools at community centers.

Israel Lopez commented on bicycle and pedestrian safety and advocated for multi-modal transportation planning and high levels of transit investment.

Jason Cromer commented on bicycle and pedestrian safety, advocated for walkable neighborhoods, and commended the team for the work they are doing to make Vancouver a more walkable and bikeable City.

Workshop: Section 30 Master Plan – East 30 Acres

Mark Person, Senior Planner, Community Development Department

Staff summarized the proposed HP East Master Plan that is located 30 acres in the Section 30 Subarea, outlined the various components, and outlined the process for infrastructure coordination with adjacent property owners.

Commission discussion and staff responses:

- There is a substantial amount of parking around the buildings, is that because of parking minimums or developer interest? Staff responded that the Development Agreement between HP and the City for their project specifies parking requirements, both minimums and maximums.

- Is there a plan for bike parking? Staff responded that there are currently no bike parking requirements for most development projects across the City, but this will be updated through the Title 20 updates that are part of the 2025-2045 Comprehensive Plan update.
- Why are the block lengths so long between 1st and 8th, which seem much longer than most blocks in the City? Staff responded that this is what the applicant has proposed.
- What kind of coordination is occurring with adjacent property owners? Staff responded that there has been extensive coordination between HP and other adjacent property owners. Commissioner responded that they hope to avoid a jigsaw of uncoordinated development. Staff responded that the goal is to have thoughtful coordination within Section 30.
- Comment that larger developments like this can start to feel closed off to the public. Given the multiuse trail that is part of the development, can design elements that make it welcoming to the community be incorporated?
- Commissioners advocated for more multi-modal access.

Public Hearing: Section 30 Code Update

Chad Eiken, Director, Community Development Department; Chim Chune Ko, Real Estate Project Manager, Economic Prosperity and Housing Department

Staff presented proposed code amendments for Pre-Annexation Development Agreement (PADA) holders that would provide flexibility in exchange for giving up vested rights for certain uses that do not align with the Section 30 Subarea plan vision.

Commission discussion and staff responses:

- Would PADA Property Owners be waiving their rights to things vested in their development agreements? Staff responded that they would have a choice- if they utilize the new code pathway then they must also give up vested rights to undesirable uses. If they do not chose the alternative path, they are still vested to PADA allowances until their development agreements expire.
- If the code changes for the alternative pathway move forward, what is the timeline for property owners to decide whether or not they will take it? Staff responded that they believe property owners would make a decision fairly quickly if and when Council approves the code changes for the alternative pathway. However, there is nothing that gives them a deadline other than the June 2027 expiration date for existing PADAs.
- Commissioner echoed that having a set timeline for property owners would be preferred, rather than open-ended.
- The Comprehensive Plan is going to promote a lot of opportunities, and this council needs to know the updates before the end of the year.
- What are the setbacks or processes for parking? Staff responded with an example of a curved road needing 10 feet of flexibility or grade changes. Commissioner clarified that it is more “as needed”, less of an “as desired”. Staff responded that yes, in those circumstances, there will be flexibility.
- Will detached single-family homes be allowed under the alternative pathway? Staff responded that single-family detached homes are one of the uses that would not be allowed under the alternative code path.
- How does the Comprehensive Plan update impact this and the timeline for property owner decisions? Staff responded that the ECX zone, and the alternative PADA pathway that it provides, will go away at the end of this year once the new code is adopted as part of the Comprehensive Plan update. This means that PADA holders will need to decide if they want to utilize the alternative pathway by the end of this year. If they do not choose this route, they can develop under their PADAs until they expire. After that, they will then need to meet all regulations of the new code.

- Giving up the master planning process is concerning- what are the public comment opportunities and the typical type 2 review process if this goes away? Staff responded there is a 15-day comment period and public notice.

Public Testimony

Cornell Rotschy, the owner of the Grayrock Property within Section 30, commented that they appreciated the City's collaboration on developing the alternative pathway and intended to utilize it if approved by Council.

Jay Harris, representing HP Inc., commented on the proposed code change that would allow for the alternative code path for PADA holders. Jay advocated for a tighter review of the updates and requested more time to review the proposed code amendments.

Commission Deliberation

- Vice-Chair Pyle proposed recommending approval the proposed code changes to Council but including a time limit for PADA property owners to utilize it. He commented that 90 - 120 days gives property owners enough time to determine if they want to utilize this option.
- Commissioner Beck shared concerns about waiving the master plan requirement and the need to put time limits on the ability of property owners to utilize the alternative code path.
- Commissioner Wheeler commented that this is a mutually beneficial proposal.
- Commissioner Jay supported the proposed amendment but advocated for more time to vet the changes.
- Commissioner Cavell commented that it is a mutually beneficial proposal and supports moving away from undesirable uses that do not align with the Section 30 Subarea Plan or City policy priorities.
- Commissioner Ledell supports increased density on the PADA properties and was in favor of the recommendation.
- Chair Adigweme supported the changes as they are an improvement over what can occur under the existing PADAs. The Chair supported the recommendation from Commissioner Pyle that there be a time limit on the ability of PADA property owners to utilize the alternative path.

Motion by Vice Chair Pyle, seconded by Commissioner Wheeler, to forward a recommendation to City Council to adopt the proposed amendments to VMC 20.690 in the Section 30 Plan District as described in attachment B of the materials, with the additional requirement that PADA holders amend their existing Development Agreements in alignment with the alternative code path within 120 days of Council adoption.

Roll Call

Commissioner Beck	Yes
Commissioner Cavel	Yes
Commissioner Ledell	Yes
Commissioner Wheeler	Yes
Commissioner Jay	Yes
Vice Chair Pyle	Yes
Chair Adigweme	Yes

Motion carried unanimously.

Election of Officers

Nominations for Chair: Patrick Adigweme

Roll Call

Commissioner Beck	Yes
Commissioner Cavel	Yes
Commissioner Ledell	Yes
Commissioner Wheeler	Yes
Commissioner Jay	Yes
Vice Chair Pyle	Yes
Chair Adigweme	Yes

Nominations for Vice Chair: Zachary Pyle

Roll Call

Commissioner Beck	Yes
Commissioner Cavel	Yes
Commissioner Ledell	Yes
Commissioner Wheeler	Yes
Commissioner Jay	Yes
Vice Chair Pyle	Yes
Chair Adigweme	Yes

Communication from the Chair

- We can always send in lengthy comments ahead of time, so that all commissioners are able to get questions heard and answered in session.

Communication from Staff

- The vacant position for the support staff that works with the Commission has been posted; once filled, staff will begin organizing the 2025 retreat.
- We may need to schedule two meetings per month a few times this year to maintain the schedule for the Comprehensive Plan update.

The meeting adjourned at 8:11 pm

Patrick Adigweme, Chair



STAFF REPORT

DATE: February 11, 2025

TO: Chair Adigweme and Planning Commissioners

CC: Rebecca Kennedy, Deputy Director, Community Development

FROM: Chad Eiken, Director, Community Development
Chim Chune Ko, Real Estate Project Manager, EP&H Department

RE: **Section 30 Proposed Development Code Changes**

Summary of Proposal

City staff propose a set of proposed text amendments to VMC 20.690 “Section 30 Employment Center Plan District” that are intended to result in better land use outcomes by introducing an “alternative path” to existing development regulations for property owners in Section 30 that have certain development rights under a Pre-Annexation Development Agreement (PADA). Such text amendments would reduce certain requirements and allow for an administrative review of development plans, in exchange for said property owners relinquishing their rights to develop the property for uses that are seen as being inconsistent with city goals.

The proposed alternative path would be optional for eligible property owners, and is intended to be attractive enough for them to abandon plans to develop their property for low employment uses such as warehouses, mini-storage, asphalt batch plants, etc., as well as low density residential uses which are seen as inconsistent with the City’s vision of the area as being a higher density, mixed use area.

The alternative path would still allow offices and manufacturing uses, and would allow more of their property to be developed for medium and higher density residential uses than is allowed by their PADAs or the current Section 30 code.

The code amendments are one component in an overall strategy to improve land use outcomes in Section 30. The components involved in the alternative approach include: 1) execution of a Letter of Intent by the City and the two major PADA holders regarding

proposed approach (signed by parties March 29, 2024); 2) approval of a one-year extension to the PADAs to allow time to discuss elements of the alternative path with staff (approved by Council on June 10, 2024), 3) approval of the currently proposed code amendments (pending), and 4) approval of another amendment to the PADAs to extend the expiration date by two more years in exchange for PADA holders committing to the 'alternative path' and relinquishing their rights to certain uses (not yet scheduled).

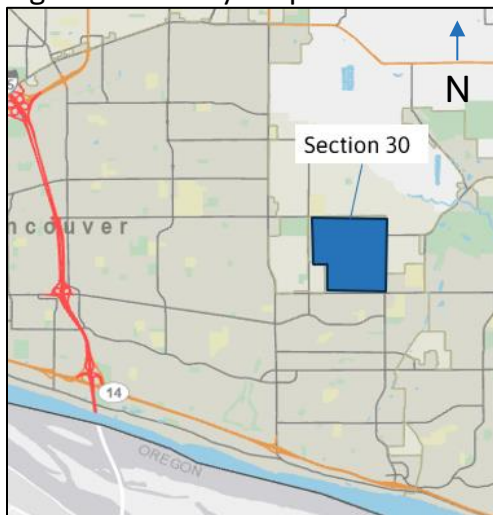
Staff will recommend that Council approve the additional two year extension to the PADAs in order to both relieve some of the pressure on the property owners to develop under their existing PADA but also to allow market conditions to mature and support higher density levels of both employment and residential uses.

The Planning Commission held workshops to discuss the proposed approach and specific code changes on October 8 and November 12, 2024. City Council held public workshops on this topic on March 25 and June 10, 2024 and provided general direction to staff.

Background of Section 30 and Proposed Code Amendments

Section 30 is nearly a square mile in size and is located in the northeast corner of the city, bounded on the north by NE 18th Street, on the south by NE 1st Street, on the west by NE 172nd and 179th Avenues, and on the east by NE 192nd Avenue. It is zoned ECX, Employment Center Mixed Use.

Figure 1. Vicinity Map



Section 30 was annexed into the City in 2008. At the time it was annexed, most of the properties were active rock and gravel mining operations and with the exception of some related activity, these rock operations have been discontinued.

In order to gain the property owners' support for Section 30 being annexed, the City entered into a number of pre-annexation development agreements (also known as PADAs) that provided property owners with rights to continue existing uses and develop their properties for any use that was allowed at the time of annexation, including any uses that were allowed on the Columbia Tech Center (CTC) properties to the south, such as detached single family residential.

In 2009, following annexation City Council adopted a subarea plan and ECX, Employment Center Mixed Use zoning for Section 30 which envisions a mix of commercial, light industrial and multi-family residential uses – essentially a future employment center with supporting services. The ECX zoning requires that new developments be approved through a Type IV master plan process with final approval by the City Council.

The PADAs for the two largest property holdings were set to expire in 2026 (now 2027), and their owners feel significant pressure to develop their properties under the uses and standards vested in their development agreements. This could result in developments and uses that are wildly inconsistent with the Section 30 Plan, including large warehouses, asphalt batch plants, and even detached single-family residences, which City staff are seeking to avoid in this area.

Late in 2023, two properties in Section 30 received approval for uses allowed under the development agreements that would not have been allowed under the current zoning, including a 300-lot detached single family subdivision and a 450,000 square foot warehouse. Staff came to the realization that, without city intervention, nearly 40% of Section 30 was vulnerable to development for similar uses allowed by the D.A.s but which would be inconsistent with city goals.

Uses which are allowed by the PADAs but which were identified by staff as potentially problematic include: large warehouses, single family detached homes, motor vehicle sales/rental, motor vehicle servicing/repair, self-service storage, bulk sales, concrete mixing and batching, car washes, aggregate products, mining and related uses, asphalt batch plant, and outdoor sales.

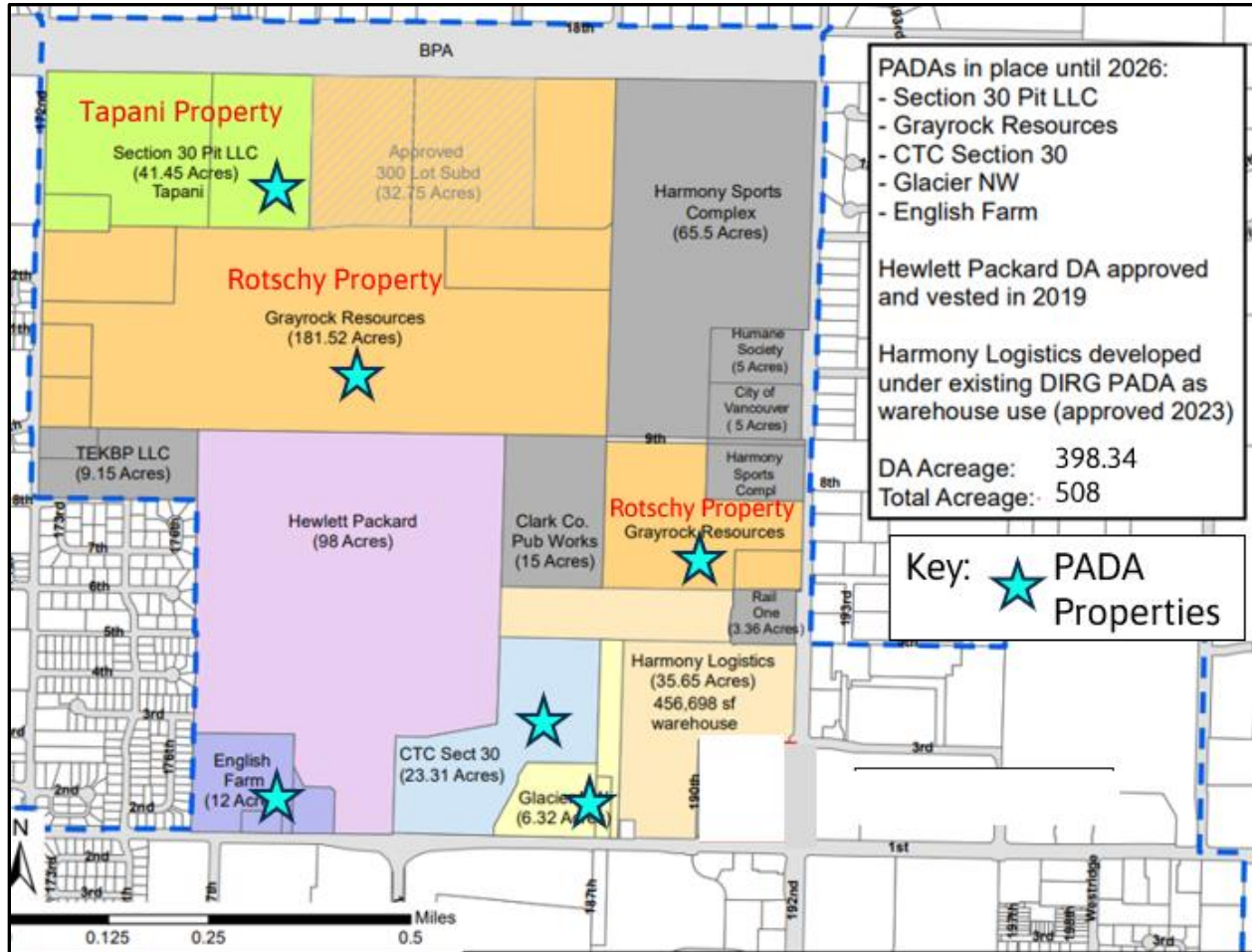
Staff initiated discussions with the two largest PADA holders were pursuing development applications to see what, if anything, the city might be able to do to encourage greater density and mix of uses. Representatives of Tapani Construction which controls 41 acres and Rotschy Construction which controls 214 acres both said they would be open to exploring an “alternative path” if two things happened: 1) if more time could be provided under their current development agreements to allow for different uses to be considered and approved, and 2) if some flexibility could be provided in regard to the minimum development standards and the required Type IV review process.

Staff discussed the situation with City Council at a March 2024 workshop and, recognizing the urgency of taking action to prevent further incompatible development, Council directed staff to undertake discussions with the two property owners to determine what code changes might provide an alternative path for PADA holders.

Since early 2024, staff from Community Development, Economic Prosperity & Housing and Public Works departments have been meeting regularly with representatives of Tapani Construction and Rotschy Construction to discuss their plans and ideas for future development and possible changes to the Section 30 Planned District standards that would be needed for them to be willing to give up their development rights to certain uses.

Meanwhile, HP has begun construction on their 98+ acre office and manufacturing campus in the southern half of Section 30, the city has started construction to lower and widen SE 1st Street to the south, and the Rotschy’s have begun installing streets and utilities to serve the approved 300-lot single family subdivision in the north-central area of Section 30.

Figure 2. Map of Properties and PADA Holders



Summary of Proposed Changes to VMC 20.690

- Establish a new optional “alternative path” for eligible property owners in Section 30 which provides more flexibility in uses and minimum development standards in exchange for them relinquishing rights under existing development agreements to develop the properties for uses that the City views as inconsistent with the vision for Section 30;
- In order to incentivize PADA holders to follow this new alternative path, higher density residential and mixed use would be allowed on all of their property (versus 30% under the current development agreements), while still allowing for office, manufacturing and other light industrial uses;
- The review process under the alternative path would be a Type 2 site plan review application (or a Type 2 or 3 land division application if parcels are to be divided), rather than a Type 4 master plan application which will save property owners significant costs, increase predictability and shorten the review processing time;
- The Section 30 Design Guidelines would not apply to those properties which utilize the ‘Alternative PADA Path;’

- To encourage more high density residential with supporting commercial uses on PADA properties, the Urban Neighborhood Overlay requirements of Section 30 would be modified to a) permit more than two Urban Neighborhood Overlay areas, and b) eliminate the maximum area of an Urban Neighborhood Overlay area of 50 acres;
- Section 30 development standards may be modified where indicated in the proposed text as “Alternative PADA Path.” Where such text does not exist, the current development standards will apply to projects on PADA properties.

Specific areas of proposed flexibility for qualifying PADA properties include:

- Parking spaces for individual uses may be reduced by as much as 50%;
- The maximum block length requirement (e.g. distance between streets) of 600 feet in the Plan District and 300 feet in Urban Neighborhood Overlay areas may be satisfied by multi-use paths of at least 12 feet in width which allow access from the public way into the development, and such pathways shall provide pedestrian scale lighting;
- The Full Site Utilization Plan section is not required but may be used, subject to agreed-upon performance timelines of future phases to be stated in a revised development agreement;
- Urban neighborhoods may exceed 50 acres provided the minimum residential density is 22 units per net acre for any residential or mixed use project on property outside of the first 50 acres;
- Units provided in the first 50 acres which are in excess of the minimum 18 units per net acre density may be applied toward the minimum 22 units per net acre density outside of the first 50 acres;
- The required minimum 850 housing units to be provided in an urban neighborhood would not apply, as the minimum number of housing units in an urban neighborhood is dictated by the required minimum density;
- Residential uses in the Urban Neighborhood Mixed Use Center would be allowed on the ground floor of multi-family and mixed use buildings unless fronting on a main commercial street within a designated urban mixed use center.
- If at least one Urban Neighborhood Mixed Use Center is approved, other Urban Neighborhood Overlay areas may be proposed as Urban Neighborhood Residential Areas without a mixed use center and there would be no requirement for a minimum percentage of units that must be located in the urban mixed use center;
- The timing of when different uses are proposed would be up to the property owner;
- For Urban Neighborhood Mixed Use Centers, when a linear Main Street acts as the Mixed-use Center’s focal point, both sides of the street would need to include a mix of uses with a minimum of 75 percent of the uses within vertical mixed-use buildings. This requirement is specific to the gross square footage of uses within buildings;
- Residential uses shall be allowed on the ground floor of multi-family and mixed use buildings unless fronting on a main commercial street within a designated urban mixed use center;
- Ground floor spaces would be required to be designed to accommodate active pedestrian uses and with a minimum floor to ceiling height of 14 feet instead of 15

feet. This requirement would only apply in buildings with ground floor commercial uses that front an Urban Center Focal Point;

- The requirement for 'architectural methods' to be applied 'to reduce the building scale and mass of at least the first three floors' would not apply;
- Buildings not fronting on the main commercial street in the urban mixed use center may be set back from the right-of-way line a maximum of ten feet provided such setback is landscaped, however buildings may be set back further than 10 feet to accommodate topography, street geometry, curved property lines, or similar if the intent of this section is met;
- Rain protection features in the mixed use center would be required per the standard but may cover only Urban Center Focal Point-facing ground floor windows, where impervious surfaces abut them, and building entrances;
- The restriction on blank walls in excess of 15 lineal feet along sidewalks or other pedestrian areas in the mixed use center would only apply to walls facing the Urban Center Focal Point;
- The requirement for transparent windows/doors along at least 75 percent of the ground floor facades in the urban mixed use center would not apply;
- The requirement for all setback areas to be landscaped in accordance with the Section 30 Design Guidelines would be changed to 'all setback areas shall be landscaped or developed as hardscape plazas;'
- All sidewalks in the urban mixed use area would be required to be 10 feet in width (versus 12 feet);
- Vehicular access to off-street parking behind or within buildings may be from a driveway, rather than having to be from a public or private alley;
- Tuck-under parking may be counted as structured parking;
- The Section 30 Design Guidelines would not apply to parking lots but rather the parking lot development standards in VMC 20.945 would;
- To encourage a variety of housing types such as attached townhouses, the minimum lot area shall be 770 square feet, the minimum lot width shall be 14 feet and the maximum lot coverage shall be 82%;
- The requirement for private open space may be waived for residential units that are within $\frac{1}{4}$ mile of a public park;
- The requirement for a 20-foot landscaped setback between Urban Neighborhood Residential area boundary and abutting ECX zoned area outside of the overlay would not apply when abutting existing or planned parks and/or residential uses that are compatible with the Urban Neighborhood Residential Area;
- Street frontage setbacks shall be provide at a minimum of 5 feet (versus 10 feet) and may be set back further than 20 feet to accommodate topography, street geometry, curved property lines, or other unique aspects of the site;
- The requirement for each building to have a functional and visible public entrance along a street frontage (except for buildings around a courtyard or plaza) may be waived if a 5-foot wide sidewalk is provided adjacent to each building which connects the main entrance of each building to the public right-of-way;
- Buildings visible from the street may be oriented to face a pedestrian route, plaza, or park in addition to the street;
- Building form and appearance would not need to be consistent with the Section 30 Design Guidelines;

- Landscaping and fencing would not need to be consistent with the Section 30 Design Guidelines; and
- Off-street parking is prohibited between buildings and street frontages, except that buildings that do not front on a street or where topography or site constraints limit the practicality of rear-loaded buildings, parking may be allowed in front of or to the side of said buildings.

SEPA Determination

Pursuant to the State Environmental Policy Act (SEPA) and WAC 197-11, the City of Vancouver as lead agency has determined that the proposed changes to Section 30 code will not have a probable significant adverse impact on the environment. A Determination of Non-Significance (DNS) was published in the Columbian on January 14, 2025, with a 30-day public comment period, which will expire at 5 p.m. on February 13, 2025. Copies were emailed to state and local agencies, media representatives, concerned citizens whose names were on the master SEPA list, stakeholders and neighborhood associations. (See Exhibits E and F). As of the writing of this report, no SEPA comments had been filed.

Procedural appeals to the SEPA determination shall be filed in writing within 14 calendar days following the last day of the comment period (February 13, 2025). Substantive SEPA appeals shall be filed in writing within 14 calendar days of the issuance of Council's decision.

Review Criteria and Findings

Approval criteria for text amendments to VMC Title 20 are found at VMC 20.285.070, "Approval Criteria – Comprehensive Plan or Zoning Code Text Amendments" and are as follows:

- A. *Text amendments to the comprehensive plan or VMC Title 20 zoning standards shall demonstrate the following;*
 1. *The proposal is consistent with applicable policies of the Vancouver strategic plan and comprehensive plan; and*
 2. *The proposal is necessary to further the public interest based on present needs and conditions.*

Staff Recommended Findings:

1. The proposed code changes that provide alternative development standards and approval process for qualifying properties in Section 30 is intended to improve likely land use outcomes from new development, and are consistent with the following goals of the Strategic Plan:
 - a. *Goal: To increase options for housing citywide, the City will propose and adopt revisions to its land use regulations (VMC Title 20) to allow a variety of housing types and sizes in low-density residential and other zoning districts and reduce or eliminate regulatory or procedural barriers to housing production when possible. (p. 27)*
 - b. *Applicable Core Values: Livability, Sustainability, and Innovation.*

2. The proposed code changes are consistent with the following key goals of the City's Comprehensive Plan:
 - a. CD-1 Citywide land supplies. Establish land supplies and density allowances that are sufficient to accommodate long-term...population and employment forecast allocations.
 - b. CD-4 Urban centers and corridors. Achieve full potential of existing and emerging urban activity centers and the corridors that connect them by:
 - i. Promoting or reinforcing a unique identity or function for individual centers and corridors;
 - ii. Planning for a compact urban form with an appropriate mix of uses;
 - iii. Working with stakeholders to develop flexible standards to implement the vision for that center or corridor;
 - iv. Encouraging innovative, attractive private development that efficiently uses available land and resources;
 - v. Establishing connectivity within each center and to other areas to provide accessibility;
 - c. CD-5 Mixed use development. Facilitate development that combines multiple uses in single buildings or integrated sites.
 - d. CD-7 Human scale, accessible development, and interaction. Facilitate development that is human scale and encourages pedestrian use and human interaction.
 - e. CD-9 Compatible uses. Facilitate development that minimizes adverse impacts to adjacent areas, particularly neighborhoods.
 - f. CD-10 Complementary uses. Locate complementary land uses near one another to maximize opportunities for people to work or shop nearer to where they live.
 - g. EC- Efficient use of employment land. Maximize utilization of land designated for employment through more intensive new building construction and redevelopment and intensification of existing sites.
 - h. H-6 Housing placement near services and centers. Facilitate siting of higher density housing near public transportation facilities and in designated centers and corridors.
3. The proposal is in the public interest in that it seeks to result in development of higher density, multi-family and mixed use projects in the northern portion of Section 30 that will complement employment based uses in the rest of Section 30. In exchange for allowing such uses in a more expansive way, qualifying property owners would agree to relinquish their rights under existing development agreements to develop their property for uses such as large warehouses, mini-storage facilities, single-family detached residences, asphalt batch plants, etc. that are seen as being less supportive and mostly incompatible with nearby employment uses.

Recommended Action

Forward to City Council a recommendation for adoption of the proposed amendments to VMC 20.690, Section 30 Plan District, as described in Attachment B.

Staff Contacts

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Attachment(s)

- A. Presentation
- B. Proposed Revisions to VMC 20.690
- C. Revised PADA for Grayrock (Rotschy), dated June 10, 2024
- D. Revised PADA for Section 30 PIT (Tapani), dated June 10, 2024
- E. SEPA DNS, dated January 10, 2025
- F. SEPA Environmental Checklist



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February 7, 2025

BY EMAIL planningcommission@cityofvancouver.us and chad.eiken@cityofvancouver.us

City of Vancouver Planning Commission

c/o Chad Eiken

P.O. Box 1995

Vancouver, WA 98668-1995

Re: HP Inc.'s Initial Comments on Draft Section 30 Code Amendments to address
Property Owners with Pre-Annexation Development Agreement ("PADA
Amendments") and SEPA Comments

Dear Chair Adigweme and Commissioners:

This office represents HP Inc. ("HP"), the owner of property located at 18208 SE 1st Street, Vancouver, WA. HP is the only property owner to date that has master planned as intended by the Section 30 Urban Employment Center Subarea Plan ("Subarea Plan") and Section 30 Urban Employment Design Guidelines ("Design Guidelines"). Please include this letter in the record for the PADA Amendments.

HP undertook a nationwide search in 2018 and 2019 to determine where to invest in a new development and determined that Vancouver provides its employees with a livable community where they can live, work and play. A significant part of the calculus for investment was based on available land that would suit HP's needs, and the planning documentation that informed the way surrounding development would occur. Based on this analysis and the well-conceived Subarea Plan and Design Guidelines that would govern surrounding development, HP negotiated the purchase of its property and a development agreement.

The City of Vancouver ("City") and HP entered the HP-City of Vancouver Development Agreement (the "Development Agreement") in December 2019. Since that time, HP has worked diligently to master plan its Section 30 property in compliance with the standards vested under the Development Agreement to govern development of the HP property over the next 10-15 years and beyond. In addition, HP has moved forward with development of a portion of Phase 1 of its development and is under construction on its first building.

HP's efforts to-date are a catalyst for development in Section 30. HP's master planning and implementation have involved careful coordination with property owners throughout Section 30 and with the City to bring needed infrastructure improvements to the neighborhood. These infrastructure improvements include, but are not limited to support for the City's 1st Street project,

and extension of stormwater, sewer, and recreational trail construction for the extension of NE 184th Avenue from 1st Street to the north.

After all of this concerted effort, HP is concerned that the PADA Amendments will erode the intended plan for Section 30 by trying to accommodate a few property owners who are subject to development agreements that are nearly 20 years old and no longer fit those property owner's desires.¹ Yet, under the PADA Amendments those same property owners will be able to take advantage of the benefit that HP brings to the neighborhood as a desirable employment center, without undertaking the planning that HP expected to ensure quality, urban development in Section 30. As a result, the proposed PADA Amendments are a hasty reaction to those property owners but do not accommodate HP's anticipations for surrounding development.

HP is aware of the PADAs held by property owners, and also understood the type of development that could occur under those agreements by the timelines set forth. While such development may not be the desired outcome for the City, many of the uses that would likely occur over the next few years are more easily redeveloped than the type of suburban development being promoted in the PADA Amendments that would turn an anticipated employment center into medium density housing and shopping centers. Such result would contrast with the urban employment center anticipated under the Subarea Plan and Design Guidelines.

HP requests that the City slow down the PADA Amendment process and instead of excising all master planning and Design Guideline requirements, consider a detailed written code that may require less than a full master plan but retains the integrity of the design and coordination needed for a successful Section 30 employment center neighborhood. As the proposed PADA Amendments stand, they have not been drafted in a way that looks at all of the interconnection with the character of development and the type of standards that would lead to fully thought-out outcomes. HP sees no need to rush the drafting, and recommends that the City slow the process down and give holistic thought to outcomes that will satisfy all parties' expectations for future development, including HP's interests as more fully set forth below.

I. The proposed method for detailing allowed uses does not holistically consider Section 30 as an urban employment center.

The PADA Amendments appear to favor housing over all other uses. The proposed amendments do not establish any goals or mention any ratio for land that will be reserved for mixed uses, or commercial and employment uses. The mixed use goals of the Subarea Plan were one mechanism to ensure an urban employment neighborhood and should not be abandoned wholesale for land with existing PADAs. The blanket removal in the proposed code of most guiderails in the form of appropriate polices and design guidelines that would otherwise apply to the anticipated mixed use development means that the amendments create significant loopholes that could result in no urban center, focal point or main street to ever be built.

¹To clarify the City's record regarding the applicability of the proposed PADA Amendments, the 30-acre portion of HP's property currently under review for the HP East Master Plan application is currently subject to the Pacific Rock Development Agreement, a PADA. Consistent with the Development Agreement, HP could take advantage of the PADA Code Amendments until the HP East Master Plan is approved.

Further, the draft amendments include prohibited uses, but do not appear to be comprehensive enough to ensure the anticipated development types considered in the Subarea Plan. The City should consider incorporating other prohibited uses in VMC 20.690.030.C.4.a. Such prohibited uses should include drive through establishments, marijuana growing, processing and retail operations, smoking only establishments, adult entertainment, incarceration, post-incarceration facilities, cemeteries, animal slaughtering, tobacco manufacturing, leather and hide tanning, and explosive manufacturing and tire manufacturing. This list helps protect Section 30 from intense uses with greater traffic impacts than anticipated in the urban employment neighborhood, as well as better align with preferred ECX and residential uses.

II. Lack of master planning means the City needs to step up and guarantee coordination between developments.

One of the best aspects of the Subarea Plan, Design Guidelines, and existing VMC is the master planning requirements for coordination by property owners for needed infrastructure and ensuring the compatibility of development between neighboring properties. Under the current Code provisions, the responsibility for coordinating grades, infrastructure and utility capacity is placed on the party who is master planning. In contrast, the proposed PADA Amendments remove the master planning requirement and leave a void. The City should expressly be required under the Code to coordinate these aspects of development for PADA property owners through specific language in the amended Code.

As currently drafted, the PADA Amendments do not require any coordination and the City has not taken a role to demand that grade coordination, infrastructure coordination, including new and different traffic, stormwater, parking, utility, and other development impacts are assessed against existing or planned capacity. The PADA Amendments are too vague and include no mechanism to ensure that PADA property owners' traffic impacts are appropriately mitigated or that vested traffic trips are addressed; or that reserved utility capacities are maintained.

As the above changes are considered, the PADA Amendments should also incorporate a broader notice provision for any PADA property owner who submits a land use application. In the development of a new neighborhood like Section 30, the notice provision should apply to all property owners in Section 30 (or their designated representatives), instead of a narrow 500 foot radius notice provision. The impacts of potential development on infrastructure and activities in the new neighborhood is too important to limit notice.

III. Abandoning the Design Guidelines does not make sense.

Under the PADA Amendments, VMC 20.690.030.C.4.d proposes to eliminate the applicability of the Design Guidelines to PADA property owners. However, this failure to implement the Design Guidelines jeopardizes architectural and design integrity across new development in Section 30 and is a complete departure from the City's original vision for the new neighborhood. The PADA Amendments do not propose any alternative Design Guidelines. Instead of throwing the baby out with the bath water, the City should do a careful assessment of

the existing Design Guidelines and ensure that the most important guidelines apply to all property owners, even those exercising the option to go down the "Alternative PADA Path."

Further, the proposed language under this provision creates internal inconsistency in the Code as later references still appear to require compliance with some Design Guidelines. For example, VMC 20.690.040.D.4, VMC 20.690.070.E.4, and VMC 20.690.040.G.6 require meeting the Design Guidelines and/or intent of the guidelines, which are proposed to be waived under the alternative path. This conflict creates ambiguity and potential loopholes for enforceability of intended standards, and there is no reason to sacrifice street design and landscape for PADA property owners.

In addition, HP believes that to ensure quality development the City should adopt clearly written standards for landscape, screening and buffer requirements. These requirements are especially important for all referenced setbacks and parking areas.

Some of HP's specific concerns are captured in the following table:

#	PADA Amendment Provision	Text	HP Concern
1	20.690.040.A	Development within the Plan District shall be subject to the development standards contained in VMC 20.440.040 and 20.440.050 except as modified herein. Urban Neighborhood Overlay development is subject to the development standards contained in VMC 20.690.070, Section 30 Urban Neighborhood Overlay. [Alternative PADA Path: Development shall be subject to the development standards in VMC 20.690.070, Section 30 Urban Neighborhood Overlay.]	1. Unclear whether the intent of this change is that VMC 20.440.050 would not apply under the alternative path. If so, the impacts from storage areas could adversely affect the overall quality of development in Section 30. See e.g. VMC 20.440.050(A)(1)(a). 2. VMC 20.690.070.C states "The urban neighborhood includes both a mixed use center and adjacent residential area that is master planned as a cohesive whole." The draft code has no mechanism to achieve this goal if no master planning is required. 3. Under the Alternative PADA Path, the City should specify the required ratio of land used for mixed use vs. residential and explain the way in which the ratio will be enforced. VMC 20.690.070.C.4 states no more than 50% of the total square footage

			envisioned by the Master Plan for any one major use type (commercial, office or residential) can be granted site plan approval until site plan approval is provided for at least 25% of the total square footage of all remaining use types envisioned in the Master Plan.
2	20.690.040C	Drive-through uses shall be limited to within parking structures or building.	As stated above, drive through uses are traffic inducing and were not originally contemplated throughout Section 30 except in the limited context stated in the middle column. This provision should be amended to prohibit drive through establishments for the Alternative PADA Path.
3	20.690.040.E	E. Parking spaces provided for individual uses shall be no less than 80 percent of the minimum required indicated in Table 20.945.070-2, and no more than 115 percent to the amount provided in Table 20.945.070-2. The planning official may approve parking beyond the maximum or a parking reduction from the required minimum based on a parking study that justifies the change. Structural parking is permitted subject to the design standards contained in VMC 20.945.060. Structural parking shall count toward the minimum but not the maximum number of parking stalls. [Alternative PADA Path: Parking spaces for individual uses shall be no less than 50% of the minimum required as	1. The requirements of VMC 20.690.070.D.10 and VMC 20.690.070.E.10 should apply to the Alternative PADA Path except for minimum required parking. The applicability of these standards should not only apply to the Urban Neighborhood Overlays ("UNOs"). 2. The Alternative PADA Path should require a parking study to confirm sufficient parking and/or public transit with each phase of development. 3. Similar to HP's comments above about the Design Guidelines, VMC 20.690.070.D.10.f requires compliance with the Design Guidelines and such requirement should be maintained, or alternative standards should be adopted. 4. The staff report suggests that the parking lot development standards of VMC 90.945 would apply, but the Code language cross-references VMC 20.690.070.D.10 and E.10

		indicated in Table 20.945.070-2. Parking for Urban Neighborhood Overlays shall be subject to VMC 20.690.070.D.10 & 20.690.070.E.10.]	which do require compliance with the Section 30 Design Guidelines.
4	20.690.040.G.5	5. The maximum block face length within the Plan District shall be 600 feet generally, and 300 feet in the Urban Neighborhood Overlay areas. [Alternative PADA Path: Multi-use paths of at least 12' in width that allow access from the public way into the development may be used to meet maximum block spacing of 600 feet generally in the Plan District and 300 feet generally in the Urban Neighborhood Overlay areas. Such pathways shall provide pedestrian scale lighting. If found to be infeasible due to severe topographic constraints, this overall requirement may be modified by the Planning Official.]	Emergency vehicular circulation and access with larger blocks are not addressed with minimum paths of 12 feet under the Alternative PADA Path.
5	20.690.070 (title)	20.690.070 Section 30 Urban Neighborhood Overlay (Optional)	The phrase "(Optional)" should be removed from the title as any property owner exercising the Alternative PADA Path should be required to comply with this section of the Code.
6	20.690.070.B	B. <i>Applicability</i> . No more than two urban neighborhoods may be proposed and located within the Section 30 Plan District boundary, Figure 20.690-1. The general	1. This drafting is unclear as to whether the Alternative PADA Path allow lower density in some UNOs. For example, if there were four UNOs, would two require a 22 units/acre minimum and the other two could have less units/acre?

		locations of the overlays depicted in the Section 30 Employment Center Plan document are conceptual. The Urban Neighborhood Overlay is applicable to the entire area shown on Figure 20.690-1. [Alternative PADA Path: The number of UNOs may exceed two if the minimum residential density is 22 units per net acre for any residential or mixed use project in more than two UNOs areas].	2. The PADA Amendments do not address how allowing more than two UNOs changes the original vision and goals for Section 30, including, but not limited to impacts to future employment uses, sense of place/community, walkability. 3. As drafted, the Alternative PADA Path does not ensure land is reserved for future mixed uses.
7	20.690.070.C.1	1. <i>Urban Neighborhood Mixed Use Center.</i> This area is the organizing element and activity center for the urban neighborhood. The mixed use center is built around a focal point, whether it is a main street, or an amenity such as a plaza, a park or a lake. Multi-story mixed use buildings with commercial or office uses on the ground floor and housing above reinforce the center's character. A minimum of 15 percent of the total urban neighborhood housing units shall be located in the mixed use center. [Alternative PADA Path: Residential uses in the Urban Neighborhood Mixed Use Center shall be allowed on the ground floor of multi-family and mixed use buildings unless fronting on a main	1. The draft code is unclear about whether the Alternative PADA Path requires the minimum 15% of housing units must be included in the first Mixed Use Center approved. 2. The draft code is unclear about whether the Alternative PADA Path requires the Mixed Use Center to be built prior to approval of Residential only areas.

		<u>commercial street within a designated urban mixed use center. Additionally, if at least one Urban Neighborhood Mixed Use Center is approved, other UNOs areas may be proposed as Urban Neighborhood Residential Areas without a mixed use center and the minimum 15 percent requirement shall not apply.]</u>	
8	20.690.070.C.2	2. <i>Urban Neighborhood Residential Area</i> . This area is organized around the neighborhood mixed use center and includes a mix of housing and densities achieving an average minimum net density of 18 units an acre. A maximum of 85 percent of all housing units shall be substantially clustered within one-quarter mile of the urban neighborhood mixed use center. The one-quarter mile shall be measured in a straight line from the outer boundaries of the neighborhood to the nearest boundary of the mixed use center. <u>[Alternative PADA Path: A minimum of 50% of residential units shall be substantially clustered within 1/2 mile of the urban mixed use center.]</u>	The City should specify a minimum required land area, by square footage of buildings or percentage of land to be used for the mixed use center and main commercial street frontage.
9	20.690.070.D	D. <i>Development Standards – Urban Neighborhood Mixed Use Center(s)</i> .	Development standards should be drafted to apply to UNOs without a mixed use center.

		[Alternative PADA Path: This section shall not apply to an UNO that is permitted without a mixed use center per VMC 20.690.070.C.1.]	
10	20.690.070.D.1.a	1. <i>Urban Center Focal Point.</i> a. Urban Neighborhood Mixed Use Centers shall be organized around a focal point, which could include a main street, town square, plaza, park, or water feature consistent with the Section 30 Urban Employment Center Plan.	The intent of the Design Guidelines is for the non-main street focal point to be a minimum of 10,000 square feet with no dimension less than 80 feet. The main street or focal point requirements need to be specified for the Alternative PADA Path.
11	20.690.070.D.3.c	c. Maximum building heights shall not be restricted provided architectural methods are applied to reduce the building scale and mass of at least the first three floors (including ground floor). [Alternative PADA Path: The architectural methods shall not apply.]	The Alternative PADA Path does not ensure architectural integrity and interest be achieved. This waiver would appear to allow flat roofs and walls with no articulation, contrary to the pedestrian experience and neighborhood character anticipated under the Subarea Plan.
12	20.690.070.D.7.a-b	a. Blank walls in excess of 15 lineal feet along sidewalks or other pedestrian areas are not permitted. [Alternative PADA Path: Section 20.690.070 D, 7, a. shall only apply to walls facing the Urban Center Focal Point.] b. Transparent windows/doors shall be provided along at least 75 percent of the ground floor	In order to promote architectural interest/integrity and pedestrian experience, the City should consider modifying instead of eliminating these requirements (including the elimination to everywhere but facing Urban Center Focal Point in subsection (a)).

		façades and the base of the windows shall be between one and three vertical feet above the ground or sidewalk. [Alternative PADA Path: Section 20.690.070 D, 7, b. The blank wall standards regarding windows shall not apply.]	
13	20.690.070.D.8.a	a. All setback areas shall be landscaped consistent with the Section 30 Design Guidelines or developed as hardscape plazas. [Alternative PADA Path: All setback areas shall be landscaped or developed as hardscape plazas.]	The City should consider design guidelines to ensure proper screening between properties and overall landscape design integrity.
14	20.690.070.D.9	9. <i>Streets and Access.</i>	The Alternative PADA Path does not appear to have bicycle lane requirements.
15	20.690.070.D.9.c.1	c. Access i. Vehicular access to off-street parking behind or within buildings, and to loading docks and service areas shall be through public or private alleys. If structural parking is provided access may be located on the street frontage. [Alternative PADA Path: Vehicular access to off-street parking behind or within buildings may also be via a driveway.] ii. Direct driveway access to the surrounding arterials,	1. The intent of these changes are unclear. This code language appears to diverge completely from the behind building/alley parking compatible with an urban employment neighborhood in favor of suburban residential development with front facing driveways on streets. The Alternative PADA Path should not allow access driveways along street frontages, especially in the absence of a main street in order to preserve development expectations in this urban employment neighborhood. 2. Direct driveway access on NE 184 th Avenue and NE 179 th Avenue (as NE 184 th Avenue is renamed NE 179 th Avenue north of NE 9 th Street as it

		SE 1st Street, NE 192nd Avenue, NE 18th Street, and NE 172nd Avenue shall be prohibited.	enters Grayrock's property) should also be prohibited.
16	20.690.070.D.10.a	10. <i>Parking.</i> a. Parking spaces provided for individual uses shall be no less than 60 percent of the minimum required indicated in Table 20.945.070-2, and no more than 115 percent to the amount provided in Table 20.945.070-2. The planning official may approve parking beyond the maximum or a parking reduction from the required minimum based on a parking study that justifies the need. [Alternative PADA Path: Section 20.690.070 D, 10, a. Parking spaces for individual uses may be no less than 50 percent of the minimum required indicated in Table 20.945.070-2.]	The Alternative PADA Path should require a parking study to reduce parking spaces to a minimum of 50%. There has been no analysis that transit will be increased to Section 30 or that there is adequate parking within Section 30, especially given the limited street parking available or anticipated in the new neighborhood that otherwise appears to be assumed in the drafted amendments.
17	20.690.070.D.10.c	c. Structural parking shall count toward minimum but not the maximum number of parking stalls. [Alternative PADA Path: Tuck-under parking is considered structural parking.]	The intent of this code change is unclear. This code language appears to diverge completely from the behind building/alley parking compatible with an urban employment neighborhood in favor of suburban residential development with tuck under parking facing streets. The Alternative PADA Path should not allow access tuck under parking along street frontages, especially in the absence of a main street in order to preserve development expectations in this urban employment neighborhood.

18	20.690.070.D.10.e	e. Off-street parking shall be located to the rear of buildings. [Alternative PADA Path: Off-street parking is generally prohibited between buildings and the main commercial street frontages.]	The Alternative PADA Path should include a screening requirement for off-street parking not screened by buildings.
19	20.690.070.D.10.f	f. Parking shall meet the Section 30 Design Guidelines. [Alternative PADA Path: Section 20.690.070 D, 10, f. Section 30 Design Guidelines shall not apply to parking.]	As previously stated, specific design guidelines should be applied to parking, and guidelines in general should be adopted and applied to the Alternative PADA Path.
20	20.690.070.E.3	3. <i>Building Height</i> . Maximum building heights shall not be restricted provided architectural methods are applied to reduce the building scale and mass of at least the first three floors (including ground floor). [Alternative PADA Path: The above architectural methods shall not apply.]	The Alternative PADA Path does not ensure architectural integrity and interest will be achieved. This waiver would appear to allow flat roofs and walls with no articulation, contrary to the pedestrian experience and neighborhood character anticipated under the Subarea Plan.
21	20.690.070.E.4.a	4. <i>Building Setbacks</i> . a. Urban Neighborhood Residential area boundary abutting the ECX zoned area outside of the overlay boundary shall provide a minimum 20-foot landscaped setback that meets the intent of the Design Guidelines.	Setback between ECX and residential uses should be larger than the 10 feet specified in the Alternative PADA Path to help buffer noise, traffic, lighting, etc. Further, the staff report seems to contradict the code language saying that a 20-foot landscaped setback would still be required.

		[Alternative PADA Path: Does not apply when abutting existing or planned parks and/or residential uses that are compatible with the Urban Neighborhood Residential Area; in other cases may be a 10-foot landscaped setback area but without having to meet the intent of the Design Guidelines.]	
22	20.690.070.E.6-7	6. <i>Building Form and Appearance.</i> Building form and appearance shall be consistent with Section 30 Design Guidelines. [Alternative PADA Path: This section shall not apply.] 7. <i>Landscaping and Fencing.</i> [Alternative PADA Path: This section shall not apply.]	As previously stated, specific design guidelines should be applied to parking, and guidelines in general should be adopted and applied to the Alternative PADA Path.

Finally, the PADA Amendments do not clearly state whether the Subarea Plan policies apply under the Alternative PADA Path. As with the Design Guidelines, HP believes that the City should review the Subarea Plan policies and specifically incorporate those policies in the Alternative PADA Path review that will ensure the quality of development anticipated in this new urban employment neighborhood. The Type II review process, could accommodate such a narrative addressing the applicable plan policies.

IV. The proposed PADA Amendments do not meet the goals of the City's Comprehensive Plan.

The approval criteria require a finding of consistency with the Comprehensive Plan and the and that the proposal is necessary to further the public interest based on present needs. The staff report proposes findings on pages 7-8 that summarily state that the proposed changes are consistent with a list of goals from the City's Comprehensive Plan. But, from HP's perspective, the only goal that is met is expanding the potential for housing protection. The other goals listed CD-1, CD-4, CD-5, CD-7, CD9, CD-10, and EC are all being abrogated for the reasons set forth in Sections I-III of this letter. Namely, the proposed PADA Amendments reduce options for mixed use, remove aesthetic and design guideline treatment that would govern compatibility of uses and the human

scale of development, and end master planning. Further, favoring housing development over preservation of employment land is in direct contrast to the EC goal listed in the report. As has been stated, no assessment of public transit has been provided to claim that goal H-6 is met. For all of these reasons it is too premature to claim that the City's Comprehensive Plan policies and goals are being met.

Notwithstanding the foregoing, the staff report does not address the Subarea Plan, which was adopted by ordinance in 2009, where the plan was expressly added to the City's Comprehensive Plan. See Ordinance M-3930. The staff report does not address any of the goals or policies of the Subarea Plan. As the PADA Amendments are currently written, and without the assessment of economic impacts (discussed further below) and all the other concerns raised throughout this letter, HP is unaware how the goals and policies of the Subarea Plan could be met.

Finally, the interest to avoid harmful development in favor of tradeoffs with current PADA holders can still be accomplished, but on a slower timeframe. The City should draft better Code amendments that take into account these comments, and would still lessen the likelihood of disfavored development. Given current market conditions, there is time to slow down and consider an economic study of the impact from moving away from an employment neighborhood towards a more heavily residential neighborhood to ensure that the PADA Amendments are not being implemented without full information as to their long term impact. Such economic study would inform the best methods to offer some flexibility under the Code, but preserve the land for the correct mix of uses to meet the City's needs now and in the future, and meet the City's Comprehensive Plan goals and policies. The staff report already describes the intent to extend the PADAs further to account for current market conditions, and doing so would also give the City staff time to re-think these Code amendments in light of the comments in this letter.

V. The SEPA review is inadequate.

Many of the foregoing comments make it clear that HP has concerns about potential environmental impacts that could occur if the PADA Amendments are adopted as written. HP did not receive notice of the SEPA prepared for the PADA Amendments, despite its consultant's verbal request to be added to the notice list associated with the PADA Amendments. HP has not had adequate time to review the SEPA documents which were first found by HP on February 4, 2025 when its consultants observed the meeting packet published to the City's website.

Nonetheless, HP objects to the SEPA process and has the following initial comments. The materials in the Planning Commission hearing packet are inconsistent as to when the SEPA comments are due. A copy of the SEPA notice suggests that the due date for comments is February 9, 2025, which falls on a Sunday and means the next business day is the deadline – February 10, 2025. However, the staff report says the comment period expires on February 13, 2025, which implies that notice may not have been published until some date after January 10, 2025 (the date the City says it submitted the SEPA Checklist). In all events, HP requests the SEPA be re-noticed or the deadline for comments be extended for at least fourteen (14) days from the February 11, 2025 hearing date, or more if Code revisions will be made in response to HP's substantive

comments above. If the 30-day extension is granted, the comments would be due February 25, 2025.

In the event the City chooses not to extend the deadline and resolve this procedural objection, then HP offers the following comments. A DNS, or at a minimum, the currently issued DNS is inappropriate because the full extent of environmental impacts from the PADA Amendments have not been addressed. The checklist basically determines there are no impacts to the environment because the proposal calls for only non-project Code amendments, but the checklist ignores the actual changes that will impact the environment compared to the status quo version of the Code. Since master planning and coordination of infrastructure is being abandoned wholesale for at least over 40% of the remaining privately held land in Section 30, the impacts to air, stormwater, energy resources and utilities to serve future development are all unaddressed in the checklist. In addition, the design guidelines related to landscaping are being completely changed, as is the reduction in open space for certain private developers which impacts the landscape related questions, as well as the landscape's purpose to buffer residential uses from other uses in Section 30.

By stating that how many people would work or reside in Section 30 does not apply, the checklist ignores the planned employment on HP's property. However, this is exactly HP's point, its employees do matter and the impacts of these PADA Amendments on this employment population needs to be assessed. Similarly, the checklist falls short on describing with any accuracy how many housing units are to be provided. The staff reports merely reaches a conclusion and states that the required minimum 850 housing units to be provides in the UNOs would not apply and that minimum number of housing units would be driven by acreage. But, the reality is that the City should have goals about housing unity targets and again how those densities would be served by infrastructure needs, including all the infrastructure discussed above, and public transportation and bicycle infrastructure. Further, such a wholesale change in housing density should be assessed against City-wide availability of land for housing as compared to land available for employment. As the City is well-aware, Section 30 is some of the only large swaths of vacant land within the city's boundary and approximations and hopeful outcomes are not enough to assess environmental impacts here. The trade-off between transforming an urban employment neighborhood envisioned by the Subarea Plan to a suburban residential development is completely ignored in the checklist and as a matter of overall land supply in the City limits.

HP incorporates by reference its specific comments under Sections I-III of this letter as raising significant concerns about the aesthetic impacts of the PADA Amendments if there is no master planning, no design guidelines, and no Subarea Plan policies applied to the Alternative PADA Path. Once more, the City's conclusion that the aesthetics section of the SEPA checklist is inapplicable is not correct.

Additionally, several section of the checklist such as section 8.a, 8.a, 11.c, and 15 are left without adequate information based on the changes proposed. Current use of properties in Section 30 should be inserted; housing density and related questions should be answered; changes to limits of floor footprints from 12,000 square feet should be assessed as to impacts to light or glare; and

impacts to demand for public services, including but not limited to, school, fire and police services should be addressed.

Finally, the SEPA Checklist Section D seems to assert that properties in Section 30 are vulnerable to undesirable industrial uses without supporting data or information to support this assertion. From HP's perspective, the current market does not support undesirable industrial uses, and with HP's investment in Section 30, higher and better uses will be sought in the new Section 30 neighborhood. More time should be taken to adequately assess potential environmental impacts. Additionally, the record does not appear to include an economic assessment or analysis of the economic impact of the proposed Code changes. As of today, the record here does not support a DNS.

CONCLUSION

Based on the detail and length of these comments, it is apparent to HP that this drafting process to adopt an Alternative PADA Path is not complete or fully thought through in terms of adverse impacts of making the contemplated changes. HP asks the Planning Commission to send the draft amendments back to City staff to undertake additional review and drafting in light of these comments, to continue the public hearing, and consider additional workshops prior to such continued hearing. Thank you for the opportunity to participate and your attention to these important matters.

Sincerely,



Jennifer M. Bragar

cc: (all by email)
client
Mark Person
Patrick Quinton



MEMORANDUM

DATE: February 11, 2025

TO: Planning Commission

FROM: Chad Eiken, Director
Community Development Department

RE: **Response to HP Comment Letter dated February 7, 2025**

CC: Rebecca Kennedy, Deputy Director, CDD
Chim Chune Ko, Real Estate Project Manager, EP&H

Staff has had an opportunity to review the comment letter from HP's attorney dated February 7, 2025 regarding the proposed code changes to VMC 20.690, Section 30, and would like to respond at least generally to HP's comments in this memo.

First, it is important to acknowledge that HP is a highly valued employer with a long-standing presence in the City of Vancouver, which has led to significant contributions to the community over many years. When HP announced it was looking for a new location, City staff, with the support of City Council, actively assisted HP in finding a suitable site for its new campus in the City of Vancouver, and was pleased when they selected Section 30. The investment that HP has committed to making in Section 30 in terms of infrastructure and buildings, and the long-term positive impact they will have on the area as they plan for employment growth cannot be overstated. Vancouver is fortunate that HP chose to stay and grow their operation here.

HP is understandably interested in protecting their investment in Section 30 from incompatible development of nearby properties. City staff, in proposing the current set of amendments, also are seeking land use outcomes that are more compatible with HP and in alignment with the vision for Section 30 as an employment district with supporting higher density residential and commercial uses, over what might be developed under existing development agreements.

The property owners currently have vested development rights under their PADAs to build out over 220 acres for large warehouses, single family detached subdivisions, mini-storage, asphalt batch plants and a number of other uses that would neither promote high-density employment nor high-density residential uses. Because their development agreements expire in June of 2027, they have indicated that they feel pressured to propose developments on their property for uses that are allowed under their agreements before they expire, when the full range of development standards in VMC 20.690 will apply. Already, 60+ acres of PADA property has been

proposed to be developed for a 456,000 square foot warehouse and a 300-lot detached single family subdivision.

Because of these existing agreements, City staff reached out to the two largest PADA property owners to find out what, if anything, might lead them to abandon their rights to certain uses. In this case, City staff actually *negotiated* the proposed set of development code changes with the two largest PADA property owners in Section 30. The current approach is not how the City would typically propose new land use regulations, but staff feel that such an approach is warranted to avoid worse land use outcomes.

The “grand bargain” which is reflected in the proposed code amendments is simple: in return for: a) the ability to build greater residential density, b) modest flexibility in development standards, and c) a more streamlined review process, the two PADA holders would agree to abandon their rights to develop their properties for a number of uses which are deemed to be inconsistent with the vision for Section 30. Such an outcome would not be possible using a more traditional process where the City develops and enacts such regulations unilaterally.

Staff Responses to HP’s comments (see 2/7/25 letter from Tomasi Bragar DuBay for further detail in their comments):

- I. *The proposed method of detailing allowed uses does not holistically consider Section 30 as an urban employment center.*

Staff Response: HP writes that the PADA Amendments appear to favor housing over all other uses which is not accurate. Section 30 currently contemplates housing as a key supporting use to lands used for employment, up to 100 acres of housing and commercial retail uses are allowed in up to two Urban Neighborhood Overlays (or UNOs), with a maximum area of 50 acres each, which any property owner can designate on their property. The amendments would allow more higher-density multi-family housing in Section 30 than was originally contemplated, through two modifications: 1) More than two UNOs areas would be allowed in Section 30 and 2) any UNOs may be larger than 50 acres. To increase residential density in furtherance of city goals, any more than two UNO areas or any UNOs land larger than 50 acres must be developed at a density of 22 units per net acre (vs. 18 units per net acre). A commercial mixed-use center with a focal point is still required under the proposed code changes, and other employment uses including offices or research development would continue to be allowed. The proposed changes are intended to promote a wide range of uses that would be complementary to HP’s campus.

Throughout the comment letter, HP’s representative notes that a primary concern with the proposed “alternative PADA path” is that the City would exempt properties from having to comply with the Section 30 Design Guidelines. While it is true that PADA holders who opt in to this alternative path would not be subject the separate design guidelines, because of their vested status, any project that is proposed under their PADA would not be required to meet the Section 30 Design Guidelines. However, this is not to say that all design or development standards are waived under this alternative path. There would still be still minimum setback, landscaping, parking, sidewalk, and building frontage standards, minimum open space, limitation on blank walls, maximum

block length, rain protection features, minimum lot sizes, etc. that would apply to such projects as code *standards*, not merely guidelines. In the Urban Mixed-Use Center, which at least one of the property owners intends to build, design standards are proposed to ensure the center has a focal point (such as a plaza, park or public art), is walkable, minimizes blank walls, ground floors of buildings have a tall ceiling height, and the location of parking is tucked behind buildings, among other such standards.

The draft code lists the vested uses allowed by the PADAs that the owners would be required to abandon their rights to if they follow the Alternative PADA Path, such as warehouses, mini-storage, single-family detached residential, asphalt batch plants, car washes, etc. HP requests that the code amendments include additional prohibited uses such as: drive-throughs, marijuana growing/processing/retail operations, smoking only establishments, adult entertainment, incarceration, post incarceration facilities, cemeteries, animal slaughtering, tobacco manufacturing, leather and hide tanning, and explosive manufacturing and tire manufacturing. Staff does not believe any of the PADAs provide vested rights for any of these additional uses, nor are they allowed by the ECX Employment Center Mixed Use District (which is the zoning for Section 30), therefore it would be unnecessary to include these uses in the code as 'to be abandoned' by PADA holders.

II. *Lack of master planning means the City needs to step up and guarantee coordination between developments.*

Staff response: The PADA property owners are already coordinating with each other on finished grades, street design and construction, and utilities including a sewer pump station to serve the area, and the City has been involved in these discussions and providing direction. The location and cross-section of arterial streets through Section 30 have already been determined by the City's Transportation and the property owners have agreed to their design and alignment. The City will continue to provide direction and ensure that infrastructure is well-coordinated in Section 30.

Project-specific impacts such as from increased traffic will be evaluated on a project-by-project basis by City staff and mitigated by the developer as appropriate, as is the case for every development project in the City.

As discussed earlier in this memo, the proposed development code changes are a result of extensive negotiations with the PADA property owners, and one of the PADA holders' core 'non-negotiable' deal points was that developments under the alternative PADA path be allowed to be reviewed and approved under a Type II site plan review (approval by city staff), as opposed to a Type IV master plan review (approval by Planning Commission and City Council) in order to improve certainty, reduce permitting costs, and streamline the process. Requiring a master plan through this alternative process would defeat the City's primary objective of getting PADA holders to abandon rights to certain land uses.

HP requests that PADA holders be required to provide a wider notice provision for any when a land use application is submitted to the City, beyond the current 500-foot radius but does not suggest a new distance. Section 30 is nearly a square mile in size, and so

HP raises a potentially valid concern with the City's notice provisions because Section 30 is so large. It might make sense, however, to increase the distance for sending notices of pending land use applications to *all* properties in Section 30, rather than limiting it to just the properties developing under the alternative PADA path, as these PADA properties are just as likely to be impacted by other developments in Section 30.

III. Abandoning the Design Guidelines does not make sense.

Staff response: The proposed code amendments would make it clear that Design Guidelines in Section 30 would not apply to developments that take the alternative PADA path. The PADAs expressly vest properties to land uses and development standards that were in effect at the time the agreement was approved, which is the essential meaning of the term 'vested rights.' The Design Guidelines were adopted by the City several years after the PADAs were approved, and therefore the City cannot legally apply these to projects that are applied for under a PADA. So, while HP suggests that the City is giving up significant design review control over projects that take the alternative PADA path, in actuality there never has been any design review control over PADA projects via the Design Guidelines.

HP highlights several specific code sections where compliance with the Design Guidelines is specifically required which they indicate creates internal inconsistency. Staff acknowledges that there could be some confusion where a specific note was not added that says 'such guidelines do not apply under the alternative PADA path,' however the blanket provision at VMC 20.690.030 C, 4, d is intended to apply throughout the chapter and it is unambiguous: *"The Section 30 Design Guidelines shall not apply to those properties which utilize the Alternative PADA Path."*

HP requests that the proposed Type II review process should require projects that follow the alternative PADA path to incorporate a review of how the project meets the (Section 30) Subarea Plan policies to ensure the quality of development. Subarea plan policies are set forth in order to inform regulations, and many of the subarea plan policies, if made approval criteria, would contradict much of the flexibility in development standards that has been built into the alternative PADA path. As noted previously, the proposed code changes are based on months of negotiations with PADA property owners to increase flexibility and encourage more desirable land uses. Adding a requirement to demonstrate consistency with subarea plan policies to the approval criteria for a Type II site plan approval – amounting to making findings for 24 separate land use policies, 6 master planning policies, 17 urban design policies, 5 grading and elevation policies, 28 transportation policies, 18 open space policies, and 24 public utility policies – would be almost certainly reduce the likelihood that any PADA holder would consider taking the alternative PADA path. For these reasons staff is not in favor of this request.

IV. The proposed PADA Amendments do not meet the goals of the City's Comprehensive Plan.

Staff response: HP states that the proposed amendments reduce options for mixed use, remove aesthetic and design guideline treatment, and end master planning. On the contrary, PADA holders would be able to develop their properties for any use that is allowed in the rest of Section 30 including offices and research and development, plus would be able to develop significantly more multi-family housing than is currently allowed. Staff finds that the alternative PADA path would increase - not decrease - the possible mix of uses over what is currently allowed in Section 30. As noted previously, the design guidelines do not apply to the PADA properties currently, and the proposed alternative PADA path would introduce design standards in the UNO areas that current PADA holders do not need to meet. As a result, staff finds that the proposal would increase design control over what is currently in place for PADA properties. Lastly, the master planning and coordination of infrastructure and uses between PADA properties is already occurring with City direction, just not under a formal master plan land use process.

The proposal is consistent with additional City's Comprehensive Plan policies, as follows:

CD-5 Mixed-use development. *Facilitate development that combines multiple uses in single buildings or integrated sites.*

Staff response: Mixed use buildings are allowed under the proposed set of development code changes. In the Urban Mixed-Use Center, buildings that front on the main street and plazas would be required to provide non-residential uses on the ground floor, with residential uses above.

CD-7 Human scale, accessible development and interaction. *Facilitate development that is human scale and encourages pedestrian use and human interaction.*

Staff response: The UNOs development standards including the Urban Mixed Use Center standards that would apply to PADA properties would result in human scale, accessible developments via a number of different development standards regarding sidewalk width, pedestrian lighting, traffic calming measures, pathways through developments, maximum setbacks, and provision of a neighborhood center with an identified focal point.

CD-9 Compatible uses. *Facilitate development that minimizes adverse impacts to adjacent areas, particularly neighborhoods.*

Staff response: Under the PADAs, property owners would be able to build very large warehouse and distribution centers and asphalt batch plants which would likely create adverse impacts to adjacent areas such as the residential neighborhood to the west. The proposal would introduce flexibility in certain standards to encourage PADA holders to abandon their development rights to develop these more impactful uses.

CD-10 Complementary uses. *Locate complementary land uses near one another to maximize opportunities for people.*

Staff response: The proposal has the potential to result in more multi-family housing near high employment facilities such as HP, which are considered compatible uses. PADA holders that use the proposed alternative PADA path would be required to give up their rights to build single-family detached residential subdivisions, large warehouses, mini-storage and other uses that would not be as complementary to neighboring uses.

EC-5 No net loss of employment capacity. *Restrict zone changes or legislative land use approvals that would lessen long-term capacity for high-wage employment unless accompanied by other changes within the same review cycle that would compensate for the lost capacity or unless the proposed change would promote the long-term economic health of the city.*

Staff response: The proposed alternative PADA path has the potential for PADA holders to abandon their rights to develop low-employment density uses such as large warehouses, mini-storage, asphalt batch plants, etc. in favor of higher density employment uses including offices, manufacturing, research and development or at their discretion, multi-family residential and supporting commercial uses.

EC-6 Efficient use of employment land. *Maximize utilization of land designated for employment through more intensive new building construction and redevelopment and intensification of existing sites.*

Staff response: Section 30 is intended to be a mixed-use center for both employment and residential uses, along with supporting commercial uses. The proposed alternative PADA path will provide an attractive option for PADA holders to abandon rights to build low-intensity industrial uses such as mini-storage, large warehouses, asphalt batch plants, etc. which do not deliver any significant employment. Offices, manufacturing, and clean industrial uses allowed in Section 30 would not be modified by the proposal and PADA properties could be developed entirely for higher density employment uses.

H-5 Housing placement near services and centers. *Facilitate siting of higher density housing near public transportation facilities and in designated centers and corridors.*

Staff response: Section 30 is largely undeveloped and currently has no street infrastructure that would support transit service. There is no significant employment use that exists and no significant source of housing, either of which would be necessary before a transit route is established. As Section 30 develops, there is a high potential for a transit route to be added to serve this new community.

V. The SEPA review is inadequate.

Staff response: Staff disagrees that the SEPA review was inadequate and believes that the only appropriate SEPA determination is a DNS (Determination of Non-Significance).

HP asserts that the DNS is inappropriate because the full extent of environmental impacts from the PADA code amendments have not been addressed. The proposal is a non-project action which does not require project-specific impacts to be assessed. Several of the specific sections that HP references as being insufficiently addressed are in the “project” section of the checklist, which does not need to be filled out for proposals such as code text amendments. Nonetheless, Section D of the SEPA checklist describes in a fair amount of detail the relative impacts of the proposed code changes, to the extent that they can be assessed given there is a wide range of uses and developments would be allowed under the proposed regulations. Project-specific impacts, which HP appears to be interested in, will be addressed with each project when a specific land use application is submitted.

HP takes issue with staff’s statement that properties in Section 30 are vulnerable to undesirable industrial uses without supporting data or information to support the assertion. Staff’s assertion is well-founded, however. One property with an existing PADA has proposed a 465,000 square foot warehouse and distribution center, another received approval for a 300-lot single family subdivision, and the PADA holders have talked about possibly developing their properties for uses that would be considered undesirable, including mini-storage units and an asphalt batch plant which was looking for a site to relocate to. While the warehouse market may have softened recently, other uses that are allowed under the PADA could absolutely result in negative impacts to the future mix of uses in Section 30.

HP correctly notes that there was a discrepancy between the SEPA notice and staff report regarding the date when SEPA comments are due. While the SEPA checklist and DNS were prepared and sent to the paper on January 10, 2025, it was not published until January 13 and therefore the staff report is correct in saying that the deadline for SEPA comments would be February 13, 2025 (note, this falls after the Planning Commission hearing). While staff would have preferred to have the comment period end prior to the PC hearing, there is no requirement that such comment period end before the hearing. The SEPA comment period must however end in time to allow for a 14-day SEPA procedural appeal period before the City Council hearing. Staff does not object to extending the SEPA comment period as requested by HP and in fact has sent a notice of an extension of the comment period to the Columbian and HP out to February 28, 2025. Comments will be accepted until 5:00 pm on February 28 and will be considered by the City Council.

Conclusion

HP is understandably concerned about what uses might locate near their new campus and how they will be designed. The City is also very interested in how Section 30 builds out, as evidenced by the high level of detail in the Section 30 subarea plan, plan district/code regulations, design guidelines and master planning process. The proposed code

amendments are intended to provide an attractive alternative for PADA holders to abandon rights to certain uses which are clearly inconsistent with the vision for Section 30, in favor of a mix of uses and ability to build more multi-family residential housing. Specific areas of flexibility in some development standards and approval process that would be made available to participating PADA holders have been carefully negotiated by staff over the past year and are the minimum changes needed for PADA holders to be comfortable in giving up some of their development rights. The City will continue to be highly engaged in ensuring coordination between properties as they develop in regard to public infrastructure, grades, and uses.

Addendum to 2/11/25 Memo

City Staff Responses to HP Comments on Section 30 Code Changes 2/28/2025	
Note: Numbers in lefthand column correspond to Table in Memo to Planning Commission from HP dated 2/7/2025 (pages 4-13)	
#	Response
1	1. Alternative PADA Path projects would not be subject to VMC 20.440.040 or 20.440.050 unless they are outside of a proposed Urban Neighborhood Overlay (UNO) area. 2. Here, the term “master planned” as it relates to the Alternative PADA Path is not intended to refer to a formal master plan process and should be read as “<i>designed</i> as a cohesive whole” which would be expected through the site plan review process. 3. The proposed code is clear that projects which use the Alternative PADA Path would not have to provide a minimum percentage of different land uses, and instead the City will allow market conditions to dictate the timing of various uses.
2	As noted, drive-thrus are allowed in Section 30 under current regulations, if they are incorporated within a building or parking structure. The Alternative PADA Path is intended to offer greater flexibility than current regulations, rather than being more restrictive. As such, staff is recommending that the current allowance for drive-thrus be retained, including that they must be located within a building or parking structure.
3	1. The allowed reduction in minimum required parking under the Alternative PADA Path is consistent with city goals. While developers would not be required to reduce parking by 50%, this flexibility is offered under the Alternative PADA Path. It is not clear from HP’s comments why the allowed parking reduction should not apply to Urban Neighborhood Overlays. 2. City staff disagrees that a parking study should be required under the Alternative PADA Path. Public transit service typically is not provided by C-Tran until there is sufficient employment or residential uses to support such an expansion. While bus service is expected in Section 30 eventually, more development must occur before a new line is added.

	3. As noted by staff at the Planning Commission hearing, PADA properties have vested to development standards that predated the Section 30 standards, including design guidelines. Projects that are proposed now under a PADA (irrespective of the proposed regulations) do not need to follow the Section 30 Design Guidelines. While there are a number of design-related standards in the Urban Neighborhood Overlays that Alternative PADA Path projects will need to meet, staff does not believe this more flexible path should include compliance with the highly prescriptive Design Guidelines for Section 30. 4. As proposed, VMC 20.690.030 C 4 d explicitly states that “The Section 30 Design Guidelines shall not apply to those properties which utilize the Alternative PADA Path.” This over-arching statement was intended to override any other reference to the applicability of the Section 30 Design Guidelines for PADA projects. However, to make this clearer, staff would support the addition of the statement “Alternative PADA Path: The Section 30 Design Guidelines shall not apply” to the following sections: VMC 20.690.040 B, VMC 29.690.040 D 4, VMC 20.690.060 D 4, VMC 20.690.070 D 8 a, VMC 20.690.070 E 2, VMC 20.690.070 E 4 b, and VMC 20.690.070 E 7 b.
4	The proposal to allow 300’ blocks to be “broken up” by multi-use pathways (rather than cross streets) from developments adjacent to the arterial streets will not negatively impact emergency access to developments. Such developments will still be provided with access to vehicles from streets, but may be spaced further apart than the current regulations would require.
5	Staff disagrees that the word “Optional” should be deleted from the title of 20.690.070 for the Alternative PADA Path because PADA holders may decide to develop their property for large offices, manufacturing, or other industrial uses that are not envisioned within a UNO. Such uses would need to be located outside of a designated UNO and therefore staff does not support deleting the term “Optional.”
6	1. Correct. Any more than two UNO areas would need to meet a minimum residential density of 22 units/net acre. The first two UNO areas would need to meet the current minimum density of 18 units/net acre. 2. Staff assumes that the term “PADA Amendments” as used by HP is referring to the proposed code amendments and not the actual amendments to the PADAs (which will be handled separately). Allowing more than two UNO areas has the potential to result in more than 100 acres (the current maximum) of Section 30 to be developed for higher density residential uses and supporting commercial/mixed uses in exchange for PADA holders relinquishing their rights to certain uses which would be less compatible with the vision for Section 30 such as large warehouses, mini-storage, asphalt batch plants, and detached single family residential. Under the current PADAs, there is even less certainty that PADA properties will develop for future employment uses. Other concerns noted will be addressed by each project through the site plan review process.

	3. Correct, there is no reservation of land for certain uses under the Alternative PADA Path, but this required mix of uses would not apply to PADA holders anyway, even if the code is not amended.
7	1. A minimum 15% of housing units planned for the first UNO area would be required to be provided in the Neighborhood Mixed Use Center under the Alternative PADA Path. It is possible that additional UNOs (after the first one which must include a mixed use center) would not be for residential uses only and the proposed Alternative PADA Path language at VMC 20.690.070 C 1 makes it clear that the 15% requirement would not apply (because there would be no mixed use center as part of that project to receive such units). 2. The intent is that the first UNO area that is proposed must include a neighborhood mixed use center that meets the requirements of the code. Future UNO areas, however, would be allowed to be entirely multi-family residential subject to minimum density requirements and compliance with applicable development standards.
8	Staff does not believe that the code should be revised to require a minimum area of buildings and main commercial street frontage in the neighborhood center, as this is not currently required in Section 30 (even for non-PADA holders).
9	The Alternative PADA Path <i>does</i> include development standards for residential projects that propose a UNO without a mixed use center, at VMC 20.690.070 E 1-10 <i>“Development Standards – Urban Neighborhood Residential Areas(s)”</i>
10	Staff agrees that any proposed feature in the Urban Mixed Use Center that is intended to meet the “focal point” requirement but which is not a main commercial street should have a minimum size requirement to ensure that it is truly large enough to be a focal point (as opposed to a tiny water feature, for example) and would support the incorporation of the following language under VMC 20.690.070 D 1 a: <u>“Alternative PADA Path: Any proposed focal point that is not a main street shall be a minimum of 10,000 square feet in area with no dimension less than 80 feet.”</u>
11	Comment is correct that under the Alternative PADA Path, flat roofs would be allowed as would building walls without any articulation. Staff would argue that articulated facades and pitched roofs are not essential building elements to achieve an inviting pedestrian experience.
12	In order to promote design flexibility, blank walls in excess of 15 feet would be allowed except for where there is significant pedestrian activity (e.g. facing the Urban Center Focal Point).
13	Staff will ensure that all setback areas are appropriately landscaped through the site plan review process for each project.
14	Bicycle lanes are included in the City’s Section 30 street standards, which were adopted separately from the Section 30 land use code.
15	1. The intent of allowing off-street parking to be accessed by a driveway, in addition to a public or private alley, is because it may not be practical to connect a parking lot near a side street using an alley. A driveway can serve a similar purpose.

	2. The City's Transportation Engineer will determine when direct access to a city arterial such as NE 184 th Avenue is safe and appropriate. Generally, however, direct access to an arterial from a development is discouraged, if not prohibited outright.
16	Comment noted and responded to in #3 (2) above.
17	It is not clear what the objection is to counting 'tuck under' parking as structural parking. Spaces in a parking structure do not count toward the maximum allowed number of parking stalls. Tuck under parking is another variation of structured parking and the language in VMC 20.690.170.D 10 c is intended to clarify that it would be considered structural parking. This language would not mean that tuck under parking is allowed along street frontages (in fact, this would be prohibited because VMC 20.945.040 F requires groups of more than two spaces to be served by a driveway so that no backing movement into a street is necessary).
18	Parking lot screening is required for all developments (except for single family and duplexes) by VMC 20.945.040 I. Any off-street parking area shall be effectively screened by a sight-obscuring fence, wall or evergreen planting if adjacent to a residential property, or public or private street. Screening along a common property line shall be 6' within two years of planting. Screening along all public or private streets shall be a minimum of 3' high. Staff will ensure such screening is shown to be provided at the site plan review stage for each project, and will be inspected once installed.
19	Comment regarding application of design guidelines is noted, and has been responded to in #3 (4) above.
20	Comment regarding architectural methods is noted, and has been responded to in #11 above.
21	The Alternative PADA Path reduces the required setback between ECX uses (e.g. outside of a UNOs area) and residential uses (likely inside a UNOs), from 20 feet to 10 feet. The staff report incorrectly stated that a 20-foot setback would still be required. The setback area would still be required to be landscaped.
22	Comment regarding application of design guidelines is noted, and has been responded to in #3 (4) above.

TEXT CHANGE REQUEST***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.

A. BACKGROUND

- 1. Name of proposed project, if applicable:** Zoning code text changes to VMC 20.690 entitled "Section 30 Employment Center Plan District"
- 2. Name and contact information of applicants:** Chad Eiken, Director, Community Development Department, chad.eiken@cityofvancouver.us.
- 3. Date checklist prepared:** January 10, 2025
- 4. Agency requesting checklist:** City of Vancouver, WA
- 5. Proposed timing or schedule (including phasing, if applicable):** Public hearing on this item is scheduled before the City of Vancouver Planning Commission on Tuesday, February 11, 2025, at 6:30 p.m. Hearings before the Vancouver City Council have not yet been scheduled.

The upcoming Planning Commission hearing and materials may be accessed at <https://vancouverwa.portal.civicclerk.com/> (note: the Planning Commission meeting agenda and related materials had not posted as of the date of the SEPA DNS issuance).

- 6. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.** None. As required by GMA, the City of Vancouver is in the process of updating its Comprehensive Plan and zoning code with changes to be adopted in December 2025, but no further changes to the proposed code changes addressed in this checklist are known at this time.
- 7. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.** None beyond this checklist, which is for a Non-Project Action.
- 8. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.** The Section 30 Plan District is approximately 510 acres which has a number of properties separate ownership, and a number of properties in Section 30 have pre-annexation development agreements in place

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which means that the current use and development standards do not apply to them. The changes are intended to apply only to several of the properties in Section 30 which have pre-existing development agreements. One or more development projects are at the pre-application stage of the development review process on properties that are subject to these changes.

9. List any government approvals or permits that will be needed for your proposal, if known.
None.

10. 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.)

Section 30, which is nearly a square mile in size, was annexed into the City in 2008. At the time it was annexed, most of the properties were active rock and gravel mining operations and with the exception of some related activity, these rock operations have been discontinued. Back in 2008, in order to gain the property owners' support for Section 30 being annexed, the City entered into a number of pre-annexation development agreements (also known as PADAs) that provided property owners with rights to continue existing uses and develop their properties for any use that was allowed at the time of annexation, including any industrial and residential uses that were allowed on the Columbia Tech Center (CTC) properties to the south. In 2009, following annexation City Council adopted a subarea plan and ECX, Employment Center Mixed Use zoning for Section 30 which envisions a mix of commercial, light industrial and multi-family residential uses – essentially a future employment center with supporting services. The ECX zoning requires that new developments be approved through a Type IV master plan process with final approval by the City Council. Several obstacles to developing in Section 30 have been the lack of public utilities and street infrastructure, a patchwork of ownership, and varying elevations of properties which have been mined for rock and gravel.

In 2023, two properties in Section 30 received approval for uses allowed under the development agreements that would not have been allowed under the current zoning, including a 300-lot detached single family subdivision and a 450,000 square foot warehouse. Because the PADAs were due to expire in June of 2026, the property owners indicated that they were feeling pressure to obtain land use approval for uses that would be allowed under the PADAs rather than to have to develop uses under the current Section 30 standards, which the property owners viewed as much more difficult and costly.

Staff concluded that, without city intervention, Section 30 might build out with uses allowed by the D.A.s that are significantly inconsistent with city land use goals (such as more large warehouses, mini-storage, asphalt batch plants, and single family detached residences). Accordingly, staff initiated discussions with the two largest PADA holders that were pursuing development applications to see what, if anything, the City might be able to do to encourage greater density, mix of uses, and overall better land use outcomes.

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Tapani Construction which controls 41 acres and Rotschy Construction which controls 214 acres both indicated they would be interested in an alternative path if two things happened: a) if more time could be provided under their current D.A.'s to allow for different uses to be considered and approved, and b) if some flexibility could be provided in regard to the minimum development standards and the required review process.

Staff met with the City Council in early 2024 to bring this issue to their attention to see if they were interested in having staff explore such an alternative path. The consensus was that to improve the likely land use outcomes, staff should engage with the Tapanis and Rotschys to see if an alternative path could be agreed upon. In June, City Council took the first formal step by extending both PADAs by one year to allow time to discuss an alternative path. For the past seven months, staff has been meeting regularly with PADA property owners and their consultants to discuss specific code provisions that, if modified, would result in more residential density and retail uses, while retaining their ability to develop the site for offices and clean industrial uses.

The key ingredients to creating a successful alternative path to better land use outcomes are as follows:

- PADA holders must 'opt in' and waive their right to certain vested land uses through an amended development agreement
- There would be no requirement for approval of a Type IV master plan; instead, future land uses under the alternative path would be approved through a Type II site plan process
- Alternative path would allow for increase in achievable residential density by:
 - Allowing more than two Urban Neighborhood Overlays (UNOs) in Section 30 which may be larger than 50 acres
 - In exchange, residential density would increase from a minimum of 18 to 22 units/net acre if beyond 50 acres or if there are more than two UNOs areas
- The Section 30 design guidelines which are seen by the property owners as being overly prescriptive would not apply to projects under alternative path

The proposed code changes would offer additional flexibility to PADA holders who opt in to the alternative PADA path:

- Residential uses would be allowed on ground floor except along main commercial street
- Maximum block length of 300' can be met by providing 12' wide pedestrian connections through development (with pedestrian lighting) to right-of-way instead of street intersections
- There would be no timing requirement to provide mix of uses (currently limit of 50% of any one use until site plan approval of at least 25% of area of remaining uses)
- Building setbacks could be reduced under certain conditions such as topography or curvature of street design
- Length of buildings around plazas in neighborhood center could be counted toward meeting the minimum building frontage requirement
- The blank wall prohibition would apply only to walls facing retail street ("urban neighborhood focal point")

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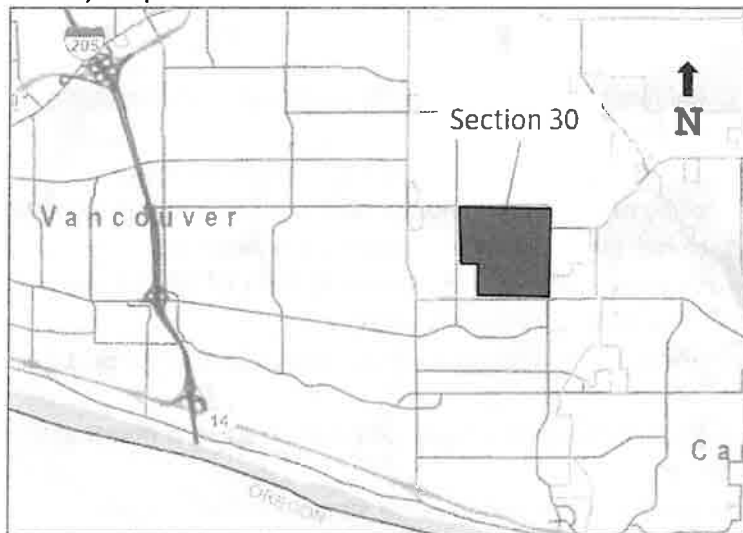
- The requirement for private open space in residential projects would be waived for residential units within ¼ mile of a public park
- Requirement for 20' deep setback along Urban Neighborhood Residential Overlay boundary would be waived if adjacent to a park or residential uses
- The requirement for a public entrance to buildings along street frontage to be waived if a 5' wide sidewalk is provided directly from building entrance to right-of-way
- Vehicles would be allowed to access at front of residences (vs. alleys) if topographic constraints exist
- A reduction in required parking spaces would be allowed by as much as 50%

All other development standards of the Section 30 Employment Center Plan District would apply to future projects as indicated in the attached draft code amendments.

11. 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.

The proposed targeted zoning code changes apply to a defined geographic area known as "Section 30," which is generally defined as land between SE 1st Street to the south and NE 18th Street to the north, and NE 172nd Ave. to the west and NE 192nd Ave. to the east, excepting approximately 50 acres of land in the southwest corner which is developed for single family residences and an approximate 9 acre property in the southeast corner which is developed for a commercial center.

Vicinity Map:



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B. ENVIRONMENTAL ELEMENTS

1. **EARTH:** Not Applicable to Non-Project Actions. See Section D.

a. **General description of the site**

(circle one): Flat, rolling, hilly, steep slopes, mountainous,
other _____ Does Not Apply

b. **What is the steepest slope on the site (approximate percent slope)?** Does Not Apply

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. Does Not Apply

d. **Are there surface indications or history of unstable soils in the immediate vicinity?** If so, describe. Does Not Apply

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.** Does Not Apply

f. **Could erosion occur as a result of clearing, construction, or use?** If so, generally describe. Does Not Apply

g. **About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?** Does Not Apply

h. **Proposed measures to reduce orth, if any:**
Does Not Apply

2. **AIR:** Not Applicable to Non-Project Actions. See Section D.

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. Does Not Apply

b. **Are there any off-site sources of emissions or odor that may affect your proposal?** If so, generally describe. Does Not Apply

c. **Proposed measures to reduce or control emissions or other impacts to air, if any:** Does Not Apply

3. **WATER:** Not Applicable to Non-Project Actions. See Section D.

a. **Surface Water:** Not Applicable to Non-Project Actions

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. Does Not Apply

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. Does Not Apply

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.** Does Not Apply

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- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. Does Not Apply
- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. Does Not Apply
- 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. Does Not Apply

b. Ground Water: Not Applicable to Non-Project Actions

- 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. Does Not Apply
- 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. Does Not Apply

c. Water runoff (including stormwater): Not Applicable to Non-Project Actions

- 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. Does Not Apply
- 2) Could waste materials enter ground or surface waters? If so, generally describe. Does Not Apply
- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. Does Not Apply

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: Not Applicable to Non-Project Actions

4. PLANTS: Not Applicable to Non-Project Actions. See Section D.

a. Check the types of vegetation found on the site:

- ___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 Does Not Apply

b. What kind and amount of vegetation will be removed or altered? Does Not Apply

c. List threatened and endangered species known to be on or near the site. Does Not Apply

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- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Does Not Apply
- e. List all noxious weeds and invasive species known to be on or near the site. Does Not Apply

5. ANIMALS: Not Applicable to Non-Project Actions. See Section D.

- 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: Does Not Apply

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. Does Not Apply
- c. Is the site part of a migration route? If so, explain. Does Not Apply
- d. Proposed measures to preserve or enhance wildlife, if any: Does Not Apply
- e. List any invasive animal species known to be on or near the site. Does Not Apply

6. ENERGY & NATURAL RESOURCES: Not Applicable to Non-Project Actions. See Section D.

- 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. Does Not Apply
- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. Does Not Apply
- 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: Does Not Apply

7. ENVIRONMENTAL HEALTH: Not Applicable to Non-Project Actions

- 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. Does Not Apply

Describe any known or possible contamination at the site from present or past uses. Does Not Apply

1) 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. Does Not Apply

2) 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. Does Not Apply

3) Describe special emergency services that might be required. Does Not Apply

4) Proposed measures to reduce or control environmental health hazards, if any: Does Not Apply

- b. Noise: Not Applicable to Non-Project Actions. See Section D.

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? Does Not Apply

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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. Does Not Apply

3) Proposed measures to reduce or control noise impacts, if any: Does Not Apply

8. LAND AND SHORELINE USE: Not Applicable to Non-Project Actions

- 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. Does Not Apply
- 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? Does Not Apply
 - 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: Does Not Apply
- c. Describe any structures on the site. Does Not Apply
- d. Will any structures be demolished? If so, what? Does Not Apply
- e. What is the current zoning classification of the site? Does Not Apply
- f. What is the current comprehensive plan designation of the site? Does Not Apply
- g. If applicable, what is the current shoreline master program designation of the site? Does Not Apply
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify. Does Not Apply
- i. Approximately how many people would reside or work in the completed project? Does Not Apply
- j. Approximately how many people would the completed project displace? Does Not Apply
- k. Proposed measures to avoid or reduce displacement impacts, if any: Does not apply
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: Does Not Apply
- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any: Does Not Apply

9. HOUSING: Not Applicable to Non-Project Actions. See Section D.

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. Does Not Apply
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. Does Not Apply
- c. Proposed measures to reduce or control housing impacts, if any: Does Not Apply

10. AESTHETICS: Not Applicable to Non-Project Actions. See Section D.

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? Does Not Apply
- b. What views in the immediate vicinity would be altered or obstructed? Does Not Apply

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c. Proposed measures to reduce or control aesthetic impacts, if any: Does Not Apply

11. LIGHT & GLARE: Not Applicable to Non-Project Actions. See Section D.

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? Does Not Apply

b. Could light or glare from the finished project be a safety hazard or interfere with views?
Does Not Apply

c. What existing off-site sources of light or glare may affect your proposal? Elimination of the requirement to limit floor footprints to 12,000 square feet in certain circumstances may enable wider buildings to be built, resulting in a small reduction in natural light in those areas

d. Proposed measures to reduce or control light and glare impacts, if any: Does Not Apply

12. RECREATION: Not Applicable to Non-Project Actions. See Section D.

a. What designated and informal recreational opportunities are in the immediate vicinity?
Does Not Apply

b. Would the proposed project displace any existing recreational uses? If so, describe.
Does Not Apply

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: Does Not Apply

13. HISTORIC & CULTURAL PRESERVATION: Not Applicable to Non-Project Actions. See Section D.

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. Does Not Apply

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. Does Not Apply

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. Does Not Apply

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.
Does Not Apply

14. TRANSPORTATION: Not Applicable to Non-Project Actions. See Section D.

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. Does Not Apply

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- 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? Does Not Apply
- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? Does Not Apply
- 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). Does Not Apply
- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. Does Not Apply
- 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? Does Not Apply
- 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. Does Not Apply
- h. Proposed measures to reduce or control transportation impacts, if any: Does Not Apply

15. PUBLIC SERVICES: Not Applicable to Non-Project Actions. See Section D.

- 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. N/A
- b. Proposed measures to reduce or control direct impacts on public services, if any. Does N/A

16. UTILITIES: Not Applicable to Non-Project Actions. See Section D.

- a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____ Does Not Apply
- 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. Does Not Apply

C. Signature

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: _____



Name of signee _____ Chad Eiken

Position and Agency/Organization

Director, City of Vancouver Community Development Department

Date Submitted: January 10, 2025

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

D. SUPPLEMENTAL SHEET FOR NON-PROJECT ACTIONS

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or increase of toxic or hazardous substances; or production of noise?

No increase in discharge to water, emissions to air, production/storage/increase of toxic or hazardous substances, or production of noise is expected from developments that follow the proposed alternative PADA use and development standards.

Proposed measures to avoid or reduce such increases are: N/A

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Section 30 and the properties which would be affected by the proposed code changes consist of former gravel mines which have minimal plants and animals and no marine life. No impacts are anticipated.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:
Does not apply.

3. How would the proposal be likely to deplete energy or natural resources?

The proposed code changes are intended to improve the mix of land uses over what would be allowed by the pre-annexation development agreements (more multi-family residential and commercial uses, versus heavy industrial uses). No increase in depletion of energy or natural resources is anticipated.

Proposed measures to protect or conserve energy and natural resources are:
Does not apply.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

See response to #3. There are no environmentally sensitive areas in the vicinity of the properties that are directly affected by the proposed code changes.

Proposed measures to protect such resources or to avoid or reduce impacts are:
Does not apply.

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans

The proposal would improve land use outcomes by encouraging for more high density multi-family units and supporting commercial uses, along with employment-based uses, in exchange for property owners agreeing to forgo rights to develop low density residential uses and low employment industrial uses such as warehouses, mini-storage, asphalt batch plants, etc.

Proposed measures to avoid or reduce shoreline and land use impacts are:

The proposed code amendments have been developed by city staff as the best approach to improving land use outcomes in approximately 40% of Section 30 which remains undeveloped but vulnerable to undesirable industrial uses.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

See response to #5 above. The exact mix of uses that would be proposed/developed on the subject properties is not known at this time, however it is possible that an increase in multi-family residential units could result in more traffic than (for example) a warehouse with few employees. Because specific uses are not yet known, it is speculative to assume that the proposal would result in more traffic or demands on public utilities over uses that might be proposed in the absence of the proposed code changes.

Proposed measures to reduce or respond to such demand(s) are:

Potential impacts on transportation services and utilities will be assessed separately for each land use application that is submitted and any identified impacts will be mitigated to a level of non-significance as conditions of approval.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The proposed text changes do not conflict with local, state or federal laws or requirements for the protection of the environment.



January 10, 2025

SEPA Determination of Non-Significance for proposed zoning text changes related to VMC 20.690, Section 30 Employment Center Plan District. Changes would allow more multi-family residential units and flexibility in regard to approval process and development standards for properties with pre-annexation development agreements that 'opt in' to an alternative approach and agree to relinquish the right to develop the property for certain uses allowed in the pre-annexation development agreements that are seen as being inconsistent with the City's vision for how Section 30 should build out.

Contact: Chad Eiken, Director, Vancouver Community Development Department (360-487-7882), chad.eiken@cityofvancouver.us The City of Vancouver, lead agency, has reviewed the Environmental Checklist as required by WAC 197-11-330(1), pursuant to the State Environmental Policy Act (SEPA), and determined that the proposals will not have a probable significant adverse impact on the environment.

Under the authority of WAC 197-11-330(1) and 197-11-350, this Notice of Determination of Non-Significance (DNS) has been issued. A SEPA checklist and background information are available from City staff. Pursuant to WAC 197-11-340, comments **on this SEPA determination** will be received until **5:00 p.m., February 9, 2025**.

Procedural appeals to the SEPA determination must be filed in writing within 14 calendar days following the end of the comment period. A City Council 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 Councils decision.

Name

January 10, 2025

Date



NOTICE OF SEPA COMMENT PERIOD EXTENSION

February 11, 2025

On January 13, 2025 the City of Vancouver issued a SEPA Determination of Non-Significance for proposed zoning text changes related to VMC 20.690, Section 30 Employment Center Plan District. Changes would allow more multi-family residential units and flexibility in regard to approval process and development standards for properties with pre-annexation development agreements that 'opt in' to an alternative approach and agree to relinquish the right to develop the property for certain uses allowed in the pre-annexation development agreements that are seen as being inconsistent with the City's vision for how Section 30 should build out.

To allow time for additional comments, the public comment period for this SEPA determination is hereby extended until 5:00 p.m. on February 28, 2025.

Contact: Chad Eiken, Director, Vancouver Community Development Department (360-487-7882), chad.eiken@cityofvancouver.us The City of Vancouver, lead agency, has reviewed the Environmental Checklist as required by WAC 197-11-330(1), pursuant to the State Environmental Policy Act (SEPA), and determined that the proposals will not have a probable significant adverse impact on the environment.

Under the authority of WAC 197-11-330(1) and 197-11-350, this Notice of Determination of Non-Significance (DNS) has been issued. A SEPA checklist and background information are available from City staff.

Procedural appeals to the SEPA determination must be filed in writing within 14 calendar days following the end of the comment period. A City Council 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 Councils decision.


Name

February 11, 2025

Date

To: Mayor and City Council
From: Council Subcommittee 2
Date: April 7, 2025

Subject

Culture, Arts and Heritage Commission Appointment

Present Situation

The City's Culture, Art and Heritage Commission is a nine-member volunteer group responsible for facilitating the development and promotion of a thriving cultural, art and heritage environment that reflects the people we serve. This is accomplished through the creation of community-informed programs, ownership of buildings and public art, and a commitment to community partnerships.

Council Subcommittee 2 recently interviewed candidates for this commission and recommends the mid-term appointment of Michelle Tan and Shon-Lueiss Harris with terms effective immediately and expiring December 31, 2025.

Action Requested

On Monday, Monday, April 7, 2025, appoint Michelle Tan and Shon-Lueiss Harris to midterm positions on the Culture, Arts and Heritage Commissions, with a term beginning immediately, and expiring December 31, 2025.

Subcommittee 2

Attachments:

1. Memo
2. Roster
3. Application
4. Application



MEMORANDUM

DATE: April 7, 2025
TO: Mayor and City Council
FROM: Council Committee 2 (Stober, Fox, Harless)
CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE:	Recommendation for Appointment on the Culture, Arts and Heritage Commission
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The City's Culture, Art and Heritage Commission is a nine-member volunteer group responsible for facilitating the development and promotion of a thriving cultural, art and heritage environment that reflects the people we serve. This is accomplished through the creation of community-informed programs, ownership of buildings and public art, and a commitment to community partnerships.

Council Subcommittee 2 recently interviewed candidates for this commission and recommends the mid-term appointment of Michelle Tan and Shon-Lueiss Harris with terms effective immediately and expiring December 31, 2025.

We would like to make this appointment at the **Monday, April 7, 2025**, Council meeting.

Attachments:

- Applications
- Current Roster

Culture, Arts and Heritage Commission

Position	Term	Name & Address	Phone
1	01-01-2025	Brad Richardson 8505 NE Winters Road, Camas, WA 98607 director@cchmuseum.org	360-567-8552
2	01-01-2025	Rebekah Percival 12907 NE 37th Ct. , Vancouver, WA 98686 rmtabah@gmail.com	480-200-8885
3	10-10-2022	Julie Mercado 7816 NE 101st Ave, Vancouver, WA 98662 juliemark2@gmail.com	360-975-8073
4	08-26-2019	Beth Harrington 805 SE 101st Ave, Vancouver, WA 98664 beth@bethharrington.com	503-260-7020 360-256-6254
5	08-26-2019	Linda Reid 12712 NE 33rd St, Vancouver, WA 98682 Ljreid@aol.com	360-910-9947 360-735-3719
6	03-11-2024	Ricky Gaspar 601 Main St Suite 100, Vancouver, WA 98660 RickyG.Creations@gmail.com	360-791-7066
7	08-26-2019	Lee Rafferty 801 Latourell Way, Vancouver, WA 98661 leonerafferty@gmail.com	360-606-4236 360-944-7140
8	08-19-2024	Rosalinda Mendoza 3601 NE 56th St, Vancouver, WA 98661 Rosalinda.mendoza1997@gmail.com	3605217950
9	07-18-2023	Russell Ford 610 E 19th St, Vancouver, WA 98663 brussellford@gmail.com	360-695-2573

Culture, Arts and Heritage Commission

Term Length: 36 Months

Max Terms: 2 Term(s)

Number of Members: 9

Meeting Schedule: Second Thursday of the month

Meeting Time: 12:00 PM

Meeting Location: City Hall - Birch Conference Room

Meeting Address: 415 W 6th St. Vancouver, WA 98660

Type: Commission

Description: The purpose of the Culture, Arts and Heritage Commission is to assist with and facilitate the development and promotion of a thriving cultural, arts and heritage environment in the Vancouver through programs, ownership of physical assets including buildings and public art and through community partnerships.

Council Liaison:

Staff Liaison:

Kirsten Hull
(360) 487-8307
kirsten.hull@cityofvancouver.us

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Brad Richardson	01/06/2025	1	12/31/2027
2	Rebekah Percival	01/06/2025	1	12/31/2027
3	Julie Mercado	10/10/2022	1	12/31/2025
4	Beth Harrington	08/26/2019	2	12/31/2025
5	Linda Reid	08/26/2019	2	12/31/2025
6	Ricky Gaspar	03/11/2024	1	12/31/2026
7	Lee Rafferty	08/26/2019	2	12/31/2026
8	Rosalinda Mendoza	08/19/2024	1	12/31/2026
9	Russell Ford	07/18/2023	1	12/31/2026

Maruhn, Tawny

From: City of Vancouver, WA <noreply@cityofvancouver.us>
Sent: Friday, January 10, 2025 3:34 PM
To: City B&C Coordinator
Subject: Application: Boards and Commissions

Follow Up Flag: Follow up
Flag Status: Flagged

Application: Boards and Commissions

Board or Commission you are applying for

- Culture, Arts and Heritage Commission

Have you served on this board or commission in the past?

No

Name

Shon-Lueiss Harris

Address

5312 NE 83rd Pl
Vancouver, WA 98662
[Map It](#)

Email

shonLharris@gmail.com

Phone

3603148166

Do you live in Vancouver City limits?

Yes

How long have you lived in Vancouver

More than 20 years

Occupation and employer (if applicable)

Lead Copywriter at Thesis Creative Agency

Do you, or does your firm or place of employment do business with the City?

No

Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies or services?

No

The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?

As an Afro-Latino artist and copywriter, I bring a blend of perspectives about art and creativity in our community.

I know how difficult it can be to break into the art world. I remember bringing my portfolio to local galleries here in Vancouver, uninvited and completely unaware of how such things were done. My first show was only possible thanks to someone passionate about helping youth get their art seen. That inspired me. I remembered that good turn when I helped launch the New Vansterdam recreational cannabis brand. There, among other things, I was responsible for curating the local art featured throughout the store (usually 20-30 pieces each show). This is one small example of how I seek to create opportunities for artists here.

I understand that art culture requires community and awareness. Vancouver does better when artists are able to connect, share knowledge, and invite people of all skill levels into the fold. It not only nurtures a new generation of artistic thinkers, but it strengthens the culture of our community. Creative events at local businesses like Metallion Café, Hook and Needle, and Birdhouse Books are great examples of how small, intentional gatherings add a little more life to our city. I am also very interested in how we can encourage more local artists to step up like our former poet laureate Christopher Luna to share their perspectives and knowledge with aspiring artists. Coming from an advertising background, I would love to pursue ways to highlight these hidden gems in Vancouver and find strategies for highlighting new ones.

We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.

How I demonstrate my care and commitment for the community has changed over the years.

At first my contributions focused on physical action. I volunteered with Friends of the Columbia Gorge to plant trees and remove invasive species at Steigerwald Wilderness Refuge as well as with Friends of Ridgefield National Wildlife Refuge for similar work there. Around the same time I also volunteered with TIP NW, responding to emergencies to help folks in the grip of a crisis navigate the situation without secondary traumas. Finally, I volunteered with Habitat for Humanity to do my part in building a home for those who need it most.

As my family grew, my contributions changed. I am now an active member in my neighborhood HOA and have focused much of my energy into keeping our area safe and clean. I have contributed money to local initiatives like the Harper's Playground project near the Marshall Center. More closely related to creativity, I actively participate as a mentor with The Script and COMMA, helping guide BIPOC college students interested in advertising and creative roles. So far I have helped three mentees find their way into the industry and working with two more who are trying to grow within the field.

Aside from all that, I am currently in the process of getting involved with local community refrigerator project so I can help serve our neighbors experiencing houselessness (an extremely important topic for me).

Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?

Serving on a board or commission is another way for me to give back to the City of Vancouver. That's what it comes down to for me—service.

I have worked as a creative and copywriter for the last ten years. I've worked for Clark College, for new kinds of businesses like New Vansterdam, and even e-commerce agencies such as Netrush. Today I work with Thesis serving industry-leaders like Adobe and Nike. All of these experiences have allowed me to grow in my craft, but they haven't always given back to my community. I yearn to use my professional and personal skills to support Vancouver. I believe the Culture, Arts and Heritage Commission is a fantastic opportunity to use my expertise and my passion to give back and make this community even better.

I also find myself inspired. I have the luxury of working with local philanthropists Ryan Buchanan and have seen firsthand how experiences in the agency world can be used to support the community at large. I also have been watching p;ear and their work using creativity to create opportunities for homeless youth, and feel deeply moved by what they've been able to achieve. I see this role as a chance to follow in these footsteps and do my part here in Vancouver.

Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.

My background with racial equity includes lived and work experience.

I am an Afro-Latino man in a community where the majority of people don't look like me. I know what it's like to show up to an interview practiced and polished only for my roots and hair to become the crux of the conversation. I know how inequity leeches into our lives through systemic issues, implicit bias, and outright racism. Given all that, I have hope. Our community is not perfect in this area—but it is getting better and it is on the right path.

Things changed for me in 2016. I found myself as one of three Black employees at a local agency and experienced exactly the kinds of comments, assumptions, and headwinds one might expect from that situation. I didn't give up. Instead, I co-founded a Diversity Equity and Inclusion Advisory Board that sought to guide the agency's executives to become more accessible and foster an environment where BIPOC talent could thrive. Part of my contribution included leading discussions around microaggressions and developing a 50-page social equity plan. To support this work, I sought mentorship from the former coworkers in the Diversity arm of Clark College.

At my current agency, I've continued the work. I co-lead an affinity group for Black employees and am an active member of our Latino affinity group as well. My contributions have included creating a docuseries and podcast to highlight Black talent and give them a platform, crafting affinity group objectives and needs to push the agency into action, and providing mentorship to more junior BIPOC creatives.

Speaking about racial inequity can be uncomfortable, but I am accustomed to discomfort, and it's better to lean into it rather than allow inequities to fester. I believe in making this community one where all people can thrive and am ready to do that work for the city.

The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?

I would bring a voice for awareness and intentionality as it pertains to climate change.

Building awareness is critical in my work. It's often the objective for a brand to simply get people curious, talking, and engaging as a means of urging action. I would bring a similar mentality to issues regarding climate change. Is there a way that a community art program can raise awareness of climate change in a meaningful way? One idea would be to connect art programs and local natural areas. For example, hosting generative poetry workshops at Ridgefield, perhaps playing off the nature-focused history of haiku. Another could be building a program that takes young artists into the outdoors to draw and paint what they see, like the plein air painters of the 19th century. Using art as a vehicle for getting people to connect with our natural resources is a great way to remind people how lucky we are to have these areas—and that they're worth protecting.

Intentionality, for me, is asking the right questions. Have we explored taking more processes digital and if not, what are the barriers? Is it possible to pull nature and art closer together in our community projects? Not every question will lead to a perfect solution, but it will get important conversations started around how our everyday contributions address climate change.

Is there anything else you would like us to know?

I believe in Vancouver and want to be a part of making this community better for my children. The arts are in my blood, both as a practicing artist and the father of a young animator attending the Vancouver School of Arts and Academics. A position on this board would allow me to contribute to the city in greater ways, not just for the good for my neighbors, but for my family as well.

What is your age range?

31–55

What are your preferred pronouns?

He/Him/His

What is your gender identity or expression? Check all that apply.

- Male

What is your race/ethnicity? Check all that apply.

- Black/African American
- Hispanic or Latino/a/e

In what zip code do you live or work?

98662

How did you hear about this position?

- City newsletter

What is the highest degree or level of education you have completed?

Bachelor's degree
Do you rent or own your home?
Own
Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?
No
Do you live with a disability or identify as a disabled person?
No
Are you interested in serving on other Boards or Commissions?
No
Untitled
First Choice
Untitled
First Choice
Untitled
First Choice
Untitled
Second Choice
Untitled
Second Choice
Untitled
Third Choice

Maruhn, Tawny

From: City of Vancouver, WA <noreply@cityofvancouver.us>
Sent: Thursday, February 6, 2025 5:49 PM
To: City B&C Coordinator
Subject: Application: Boards and Commissions

Follow Up Flag: Follow up
Flag Status: Flagged

Application: Boards and Commissions

Board or Commission you are applying for

- Culture, Arts and Heritage Commission

Have you served on this board or commission in the past?

No

Name

Michelle Tan

Address

6200 NE 75th Street
Vancouver, WA 98661
[Map It](#)

Email

tmichelle003@gmail.com

Phone

3607269445

Do you live in Vancouver City limits?

Yes

How long have you lived in Vancouver

10 to 20 years

Occupation and employer (if applicable)

Operations Manager - Fourth Plain Community Commons

Do you, or does your firm or place of employment do business with the City?

Yes

If yes, please describe:

We manage and operate the commercial space (event space, coworking space, and commissary kitchen) at Fourth Plain Commons.

Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies or services?

Yes

If yes, please describe:

FPCC, in partnership with the City of Vancouver, supports local businesses, community events, and economic growth for the communities in Fourth Plain.

The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?

I bring a diverse set of experiences, skills, and perspectives that align with the City of Vancouver's commitment to inclusivity and community engagement. With a strong background in program management, community partnerships, and cultural development, I have successfully led initiatives that foster economic growth, small business support, and youth engagement at Fourth Plain Community Commons (FPCC).

My international experience in arts and cultural management, along with my ability to navigate multicultural environments, allows me to advocate for diverse voices and ensure equitable access to resources. My skills in strategic planning, issue resolution, and funding development would contribute to strengthening the City's outreach and engagement efforts.

Most importantly, I value collaboration, inclusivity, and innovation—key elements in building strong, community-centered programs that reflect the rich perspectives of Vancouver's residents.

We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.

As the Operations Manager at Fourth Plain Community Commons (FPCC), I am deeply committed to fostering an inclusive and thriving community. In this role, I lead daily operations to ensure that FPCC remains a vibrant hub for local entrepreneurs, small businesses, and community organizations.

I have helped launch and manage programs that provide valuable resources and opportunities for residents, such as the Young Makers Market, which empowers youth by giving them a platform to showcase and sell their creations.

Beyond structured programming, I work closely with local organizations, nonprofits, and public health partners to bring services and support to historically underserved communities. By streamlining venue operations, enhancing accessibility, and developing culturally relevant programming, I ensure that FPCC remains a welcoming and impactful space for all.

Through these efforts, I actively contribute to strengthening community ties, promoting economic empowerment, and fostering a sense of belonging for Vancouver residents.

Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?

With over 20 years of experience in the international arts industry, I have always believed that the arts play a crucial role in building a healthy, balanced, and thriving society. Arts and culture are integral to our community's development, fostering social connections while driving economic success.

Now that I am based in Vancouver, I am eager to contribute my expertise and passion to help bring the city's diverse arts and cultural scene to the forefront. I want to support efforts that cultivate creativity, inspire engagement, and build a robust arts ecosystem—one that reflects the unique voices and stories of our community.

Serving as a board member or commissioner would allow me to advocate for inclusive, community-driven arts initiatives, ensuring that Vancouver continues to grow as a vibrant cultural hub where the arts are accessible, celebrated, and a key driver of our city's future.

Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.

Throughout my career, I have been deeply committed to racial equity and cultural representation in the arts. Working with Arts Councils and Biennales across Asia, I have ensured that diverse communities are well-represented in major cultural events, fostering collaboration, learning, and cross-cultural understanding.

I have had the privilege of opening and launching a performing arts center, an art museum, three biennales, and two children's biennales—each designed to embrace and promote the rich cultural diversity of Asia. These initiatives not only celebrated heritage but also served as valuable learning tools for younger and newer communities, helping them understand and coexist through shared cultural experiences.

My time at the John F. Kennedy Center for the Performing Arts reinforced my belief in the power of arts and culture to bridge differences, build awareness, and create meaningful connections between people of different backgrounds. The arts provide an accessible and engaging way to discover commonalities across cultures, fostering empathy and mutual respect.

As someone who has worked extensively in multicultural environments, I am deeply comfortable engaging with diverse communities and remain committed to equity, inclusion, and representation in the arts.

The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?

As an arts and cultural leader, I have seen firsthand how creative programming can drive awareness and action on climate change. Through my work organizing iLight festivals across Asia, I have integrated art and sustainability initiatives, demonstrating to the community how climate-conscious practices can be both possible and viable in artistic expression.

By curating eco-conscious public art installations, I have encouraged artists to explore sustainable materials and energy-efficient designs. I have also developed workshops that bring together artists, engineers, government agencies, and arts councils, fostering cross-sector collaboration to create impactful works that educate the public on climate issues.

My experience has shown me that arts and culture can be powerful tools in shaping public understanding and inspiring action on climate change. As a member of a City board or commission, I would advocate for creative, community-driven solutions that integrate sustainability into Vancouver's cultural landscape, ensuring that climate-conscious practices become a natural part of our city's growth and identity.

Is there anything else you would like us to know?

I bring real, relevant, and global experience from the international arts industry, having worked extensively on major arts initiatives, cultural institutions, and public engagement programs. My background has given me a deep understanding of how arts and culture drive community development, economic growth, and social connection.

With Vancouver's arts scene rapidly expanding—from the Vancouver Arts Hub to the new Center for the Arts—this is an exciting and pivotal moment to shape a thriving and sustainable arts ecosystem. I am eager to bring my expertise in strategic planning, cross-sector collaboration, and cultural programming to help strengthen Vancouver's creative landscape.

Serving on this board would be an incredible opportunity to contribute my skills, passion, and global perspective to ensure that Vancouver's diverse artistic community is supported, celebrated, and empowered for generations to come.

What is your age range?

31–55

What are your preferred pronouns?

She/Her/Hers

What is your gender identity or expression? Check all that apply.

- Female

What is your race/ethnicity? Check all that apply.

- Asian

Which languages do you speak other than English? Check all that apply.

- Chinese (Mandarin or Cantonese)

In what zip code do you live or work?

98661

How did you hear about this position?

- City newsletter
- Word of mouth

What is the highest degree or level of education you have completed?

Associate's degree

Do you rent or own your home?

Own

Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?

No

Do you live with a disability or identify as a disabled person?

No

Are you interested in serving on other Boards or Commissions?

Yes

To: Mayor and City Council
From: Council Subcommittee 1
Date: April 7, 2025

Subject

Parking Advisory Committee Appointment

Present Situation

The Parking Advisory Committee advises City Council on policy issues related to all city-owned on-street and off-street parking facilities and makes recommendations on facilities and parking regulations. Council Committee 1 recommends the reappointment of Jonathan Wheeler, Jason Cromer and Garret Ginter to full-term positions that would begin April 19, 2025, and expire April 18, 2029.

Action Requested

On Monday, Monday, April 7, 2025, reappoint Jonathan Wheeler, Jason Cromer and Garret Ginter to full-term positions on the Parking Advisory Committee, with a term beginning April 19, 2025, and expiring April 18, 2029.

Subcommittee 1

Attachments:

1. Memo
2. Roster
3. Letter of Continued Interest
4. Letter of Continued Interest



MEMORANDUM

DATE: April 7, 2025

TO: Mayor and City Councilmembers

FROM: Council Committee 1 (Hansen, Paulsen, Perez)

CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: Recommendation for Appointments to the Parking Advisory Committee
--

The Parking Advisory Committee advises City Council on policy issues related to all city-owned on-street and off-street parking facilities and makes recommendations on facilities and parking regulations.

Council Committee 1 recommends the reappointment of Jonathan Wheeler, Jason Cromer and Garret Ginter to full-term positions that would begin April 19, 2025, and expire April 18, 2029.

This appointment will be presented for Council action at the at the **Monday, April 7, 2025**, Council meeting.

Attachments:

- Continued Letters of Interest
- Current Roster

Parking Advisory Committee

Position	Term	Name & Address	Phone
1	07-15-2024	Jocelyn Cross 30411 NE Harrison Rd, Battle Ground, WA 98604 jocelync@hurleydev.com	360-910-0304
2	07-15-2024	Ryan Morin 1926 Franklin St., Vancouver, WA 98660 ryanedwardmorin@gmail.com	413-824-8260
3	12-02-2024	Jonathan Wheeler 815 Columbia St Apt 630, Vancouver, WA 98660 jonathan_whee35@hotmail.com	3235273610
4	08-14-2023	Jason Cromer 330 E Mill Plain Blvd Apt 622, Vancouver, WA 98660 jasonmcromer@gmail.com	805-591-9475
5	04-01-2019	Kurt Stonex 1432 S. 38th Court, Ridgefield, WA 98642 kurt@olsonengr.com	360-695-1385 (work) 360-907-5979
6	04-01-2024	Travis Schemp 1300 Columbia St Unit 501, Vancouver, WA 98660 travis.schemp@gmail.com	360-635-7662
7	08-05-2019	Garret Ginter 1310 Grand Place, Vancouver, WA 98661 gfginter@gmail.com	503-295-3602

Parking Advisory Committee

Term Length: 48 Months

Max Terms: 2 Term(s)

Number of Members: 7

Meeting Schedule: Second Wednesday of each month

Meeting Time: 8:00 AM

Meeting Location: City Hall - Aspen Conference Room

Meeting Address: 415 W 6th St. Vancouver, WA 98660

Type: Committee

Description: The Parking Advisory Committee advises City Council on policy issues related to all city-owned on-street and off-street parking facilities and makes recommendations on parking regulations.

Council Liaison:

Staff Liaison:

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Jocelyn Cross	07/15/2024	2	06/30/2028
2	Ryan Morin	07/15/2024	2	06/30/2028
3	Jonathan Wheeler	12/02/2024	1	04/18/2025
4	Jason Cromer	08/14/2023	1	04/18/2025
5	Kurt Stonex	04/01/2019	2	07/01/2027
6	Travis Schemp	04/01/2024	1	07/31/2028
7	Garret Ginter	08/05/2019	1	04/18/2025

02/05/2025

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

Re: Letter of Continued Interest – Parking Advisory Committee

Dear Council Committee,

It has been my honor to serve the Parking Advisory Committee for the past 6 years. Please accept this letter of continued interest as my formal application for reappointment.

I believe that my participation on the Parking Advisory Committee has benefited its work in the following ways:

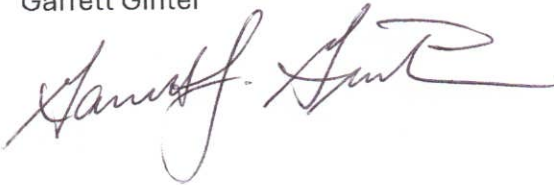
- Working on the Westside Mobility Commission as the PAC representative.
- Engaging with downtown parking stakeholders.
- Support of the Main Street Promise and City initiatives toward a more accessible downtown.

I am proud of what this group has accomplished throughout my terms of service, happy with the group we have now and feel like we are making even more progress with recommendations on a positive evolution of downtown.

Once again, it has been my honor to serve the Parking Advisory Committee. I hope you will grant my request for reappointment.

Sincerely,

Garrett Ginter

A handwritten signature in dark ink, appearing to read "Garrett Ginter", written in a cursive style.

Date: 01-11-2025

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

Re: Letter of Continued Interest – Jason Cromer

Dear Council Committee,

It has been my honor to serve on the Parking Advisory Committee for the past year. Please accept this letter of continued interest as my formal application for reappointment.

I believe that my participation on the Parking Advisory Committee has benefitted its work in the following ways:

- Furthered the push for a more climate friendly city
- Furthered the push for better land use objectives, and utilizing surface space more effectively
- Brought different perspectives to the table, using examples from other cities and countries to reinforce the city's objectives
- Aligned with city staff in creating a Parking Plan that benefits all residents of the city

I am proud of what this group has accomplished throughout my term of service, and look forward to future opportunities, including the city's Parking Plan, Gateway Project, Comprehensive Plan, and the continued improvements with the Transportation System Plan. Once again, it has been my honor to serve the Parking Advisory Committee. I hope that you will grant my request for reappointment. Thank you in advance for your consideration.

Best,
Jason Cromer

To: Mayor and City Council
From: Council Subcommittee 1
Date: April 7, 2025

Subject

Transportation and Mobility Commission Appointment

Present Situation

The Transportation and Mobility Commission provides advice to Vancouver City Council, the City Manager and city staff on a variety of transportation and mobility-related projects, programs, and policies. It also provides ongoing feedback and guidance on the development of citywide transportation policy through the update of the city's Transportation System Plan.

Council Committee 1 recently interviewed candidates for one mid-term seat on the Transportation and Mobility Commission for a position whose main mode of transportation is transit. The committee recommends the mid-term appointment of Melanie Katz to the transit position that would begin April 7, 2025, and expire December 31, 2026.

Action Requested

On Monday, Monday, April 7, 2025, appoint Melanie Katz to a midterm position on the Transportation and Mobility Commission, with a term beginning April 7th, and expiring December 31, 2026.

Subcommittee 1

Attachments:

1. Memo
2. Roster
3. Application



MEMORANDUM

DATE: April 7, 2025

TO: Mayor and City Councilmembers

FROM: Council Committee 1 (Paulsen, Perez, Hansen)

CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: Recommendation for Appointments to the Transportation and Mobility Commission

The Transportation and Mobility Commission provides advice to Vancouver City Council, the City Manager and city staff on a variety of transportation and mobility-related projects, programs, and policies. It also provides ongoing feedback and guidance on the development of citywide transportation policy through the update of the city's Transportation System Plan.

Council Committee 1 recently interviewed candidates for one mid-term seat on the Transportation and Mobility Commission for a position whose main mode of transportation is transit. The committee recommends the mid-term appointment of Melanie Katz to the transit position that would begin April 7, 2025, and expire December 31, 2026.

This appointment will be presented for Council action at the **Monday, January 6th, 2025**, Council meeting.

Attachments:

- Applications
- Current Roster

Transportation and Mobility Commission

Position	Term	Name & Address	Phone
1	01-01-2025	Isaac Hamann 700 W 37th street, Vancouver, WA 98660 isaac.hamann64@gmail.com	503-265-9044
2	01-01-2025	Michael Moore Po box 1865, Vancouver, WA 98668 msmpy3.14moore@gmail.com	3609470694
3	01-01-2025	Zachary Gatton 8509 NE 57th St , Vancouver, WA 98662 zagatton@gmail.com	612-559-1123
4	01-01-2025	Ken Williams 2212 C St., Vancouver, WA 98663 ken_williams_98664@msn.com	360-713-2156
5	10-11-2021	Jeananne Edwards 312 SE Stonemill Dr. 115, Vancouver, WA 98684 Jeananne.edwards@gmail.com	918-693-4416
6	01-01-2025	David McCune 2106 Wintler Dr, Vancouver, WA 98661 mrmag00@comcast.net	3606076258
7	01-01-2024	Sara Schmit 8701 E Mill Plain Blvd Apt 41 , Vancouver, WA 98664 paulabear21@hotmail.com	360-449-9712
8	10-06-2020	Mario Raia 10319 SE 15th St ste 100 , Vancouver, WA 98664 mario@combined-IQ.com	360-608-7659
9	10-07-2024	Devan Williams 1000 W Columbia Way Unit 626, Vancouver, WA 98660 DW16265@gmail.com	
10	05-22-2023	Thinh Phan 8605 NE 34th Way, Vancouver, WA 98660 e.amos2997@gmail.com	971-570-6879
11	10-06-2020	Eduardo Ramos 3508 Olive St. , Vancouver, WA 98660 e.amos2997@gmail.com	509-881-5822

Transportation and Mobility Commission

Term Length: 36 Months

Max Terms: 2 Term(s)

Number of Members: 11

Meeting Schedule: First Tuesday of each month

Meeting Time: 4:00 PM

Meeting Location: City Hall - Council Chambers

Meeting Address: 415 W 6th St. Vancouver, WA 98660

Type: Commission

Description: The Transportation and Mobility Commission will provide advice to Vancouver City Council, the City Manager and staff on a variety of transportation and mobility-related projects, programs and policies. It will also provide ongoing feedback and guidance on development of citywide transportation policy through the update of the city's Transportation System Plan.

Council Liaison:

Staff Liaison:

Julie Nischik
(360) 487-7813
julie.nischik@cityofvancouver.us

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Isaac Hamann	01/06/2025	1	12/31/2024
2	Michael Moore	01/06/2025	1	12/31/2027
3	Zachary Gatton	01/06/2025	1	12/31/2027
4	Ken Williams	01/06/2025	2	12/31/2027
5	Jeananne Edwards	10/11/2021	1	12/31/2025
6	David McCune	01/06/2025	1	12/31/2025
7	Sara Schmit	01/01/2024	1	12/31/2025
8	Mario Raia	09/14/2020	2	12/31/2026
9	Devan Williams	10/07/2024	1	12/31/2025
10	Thinh Phan	05/22/2023	2	12/31/2026
11	Eduardo Ramos	09/14/2020	1	12/31/2026

Maruhn, Tawny

From: City of Vancouver, WA <noreply@cityofvancouver.us>
Sent: Monday, January 13, 2025 12:12 PM
To: City B&C Coordinator
Subject: Application: Boards and Commissions

Follow Up Flag: Follow up
Flag Status: Flagged

Application: Boards and Commissions

Board or Commission you are applying for

- Transportation and Mobility Commission

Have you served on this board or commission in the past?

No

Name

Melanie Katz

Address

3110 T St
Vancouver, WA 98663
[Map It](#)

Email

mkatz2015@gmail.com

Phone

7812019910

Do you live in Vancouver City limits?

Yes

How long have you lived in Vancouver

5 to 10 years

Occupation and employer (if applicable)

Digital Marketing - Between positions

Do you, or does your firm or place of employment do business with the City?

No

Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies or services?

No

The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?

My perspectives come from my background as a lifelong public transit user and formal training as a digital marketer. I have been a public transit user everywhere I have lived, including Boston, Portland, and now Vancouver. From this, I can speak to the experience of using transit, including areas of improvement and opportunity. My marketing background is helpful in communicating complex project considerations in a way that is clear to the community, and receiving and providing feedback diplomatically. My major guiding principles are equitability and accessibility – I believe that every citizen has the right to safely navigate our city in any way they choose, and am dedicated to using my skills and experiences to help the city continue to improve in these areas.

We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.

I have been a member of the Fourth Plain Community Advisory Committee since 2021, where I provide feedback on community initiatives impacting the Fourth Plain corridor. Additionally, I actively attend city hall and city council meetings, where I have spoken in regards to projects including Main Street Promise and other community initiatives.

Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?

I am compelled to be an active participant in the city's transit decisionmaking as we are in a critical period for setting the foundations for more equitable transit access. I have been following city plans including the 6-year Transportation Improvement Plan, as well as the longer-term strategy of the 20-year Transportation System Plan to help shape the strategy of widespread transit implementation and adoption. During my last 5 years as a resident, I have already seen the incredibly positive impact that the rollout of BRT has had to the Fourth Plain and Mill Plain communities, and wish to be part of the driving force that is making travel in the city more accessible to everyone. I am confident in my ability to represent the committee and its work while being open to hearing and considering the perspectives of residents who are directly impacted by the changes. At this stage in my life and career, I wish to prioritize my community impact and involvement as I consider my own legacy and the lasting contribution I wish to make as a member of the community.

Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.

I have had experience working with diverse communities from my involvement with Fourth Plain Forward's Community Advisory Committee, where I collaborated with neighbors from a variety of cultural, racial, and socioeconomic backgrounds living along the corridor. Previously, I also volunteered with organizations in Portland including Right to Dream, where issues of racial equity were at the forefront. In that volunteer role, I helped to provide temporary housing and connect the most vulnerable members of the community to resources including stable housing, drug treatment, and food. I find significant value in communicating with people whose backgrounds differ from my own, as it offers valuable perspectives and considerations that may have otherwise been outside of my purview.

The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?

Climate change is a major time-sensitive consideration for all transit projects in the city and for our household. Hitting the carbon neutrality targets outlined in Vancouver's Climate Action Framework is of utmost importance for ourselves and future generations, and I am dedicated to using my knowledge and ability to communicate the imperative of these initiatives while also weighing community input and consideration to support buy-in for their tactical implementation.

As a household, We have made active efforts to minimize our environmental impact, including only having one car and using alternative modes of transit to travel whenever possible, including by bus, bike, and on foot. Additionally, we are in the process of considering alternative energy infrastructure for our household, including installing solar panels for home electricity and to charge our future EV. My knowledge from research into this topic will also be beneficial for the community as we move towards more sustainable energy sources to meet climate goals as a city.

Is there anything else you would like us to know?

I am looking forward for the opportunity to serve the city and our communities in this position. Thank you for your consideration!

What is your age range?

31–55

What are your preferred pronouns?

She/Her/Hers

What is your gender identity or expression? Check all that apply.

- Female

What is your race/ethnicity? Check all that apply.

- White

In what zip code do you live or work?

98663

How did you hear about this position?

- Word of mouth

What is the highest degree or level of education you have completed?

Bachelor's degree

Do you rent or own your home?

Own

Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?

No

Do you live with a disability or identify as a disabled person?

No

Are you interested in serving on other Boards or Commissions?

No

Untitled

First Choice

Untitled

First Choice

To: Mayor and City Council
From: City Manager
Date: April 7, 2025

Subject

Approval of Claim Vouchers

Action Requested

Approve claim vouchers for April 7, 2025.

Attachments:

1. April 7, 2025 Claim Vouchers

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:

\$ 28,909,931.40 this 7th day of April 2025.

MAYOR

Cyndi A. Turner

Digitally signed by Cyndi A.
Turner
Date: 2025.04.01 10:30:07 -07'00'

AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
March 10, 2025 - March 30, 2025	Accounts Payable Checks (see attached)	\$ 20,427,943.75
March 10, 2025 - March 30, 2025	Hansen City Payments (see attached)	\$ 12,814.94
March 10, 2025 - March 30, 2025	Visa Refunds (see attached)	\$ 9,016.75
March 10, 2025 - March 30, 2025	Payroll Checks (see attached)	\$ 8,460,155.96
TOTAL		\$ 28,909,931.40

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	24196	3/10/2025	5,983.90	Aflac	
Supplier Payment	Check	24197	3/10/2025	6,409.04	AFSCME Local #307	
Supplier Payment	Check	24198	3/10/2025	334.00	California State Disbursement Unit	
Supplier Payment	Check	24199	3/10/2025	1,033.50	Chapter 13 - Trustee	
Supplier Payment	Check	24200	3/10/2025	491.00	Hawaii SDU	
Supplier Payment	Check	24201	3/10/2025	780.65	IAM Local #1374	
Supplier Payment	Check	24202	3/10/2025	9,018.91	Life Insurance Company of North America	
Supplier Payment	Check	24203	3/10/2025	1,300.00	MFS Service Center Inc	
Supplier Payment	Check	24204	3/10/2025	4,720.09	OPEIU Local #11	
Supplier Payment	Check	24205	3/10/2025	125.00	OPEIU Local #11	
Supplier Payment	Check	24206	3/10/2025	888.00	Teamsters Local #58	
Supplier Payment	Check	24207	3/10/2025	245.00	UA Local #290	
Supplier Payment	Check	24208	3/10/2025	2,772.60	Western Conference of Teamsters	
Supplier Payment	Check	24209	3/10/2025	1,348.26	Western Metal Industry Pension Plan	
Expense Payment	Check	24210	3/12/2025	38.98	Charles Masi	
Miscellaneous Payment	Check	24211	3/12/2025	83.87	ALPHA ABDOULAY	Refund parking permit #COV14355 no longer needed
Miscellaneous Payment	Check	24212	3/12/2025	600.00	Kevin Bradshaw	Refund purchase price of Park Hill Cemetary Lot QA-89-7
Miscellaneous Payment	Check	24213	3/12/2025	130.00	Lucas Underwood	RES-365398 (jobsite: 4008 NW Lavina St.)
Miscellaneous Payment	Check	24214	3/12/2025	35.00	Mary Robu	Refund Citation#7206301047 - Customer was supposed to pay district court
Miscellaneous Payment	Check	24215	3/12/2025	10,108.36	Mid-Century Insurance as subrogee for Matthew and Nadia Martinez	Claim Payment - DOI: 12/24/2024 - RISK
Miscellaneous Payment	Check	24216	3/12/2025	189.70	Sofia Deyanira	Mileage reimbursement for non-employee AmeriCorps member to confrence in lacey Wa
Miscellaneous Payment	Check	24217	3/12/2025	1,778.17	Thai Loan	RES-367687 (jobsite: 3908 NW Franklin St., Vancouver, WA. 98660)
Miscellaneous Payment	Check	24218	3/12/2025	2,398.33	Thai Loan	RES-367689 (jobsite: 3910 NW Franklin St., Vancouver, WA. 98660)
Miscellaneous Payment	Check	24219	3/12/2025	127.58	Thomas Vaughan	RES-367938 (jobsite: 417 Phoenix Way
Ad Hoc Payment	Check	24220	3/12/2025	104.54	Bruno,Nina	4000 NE 109TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24221	3/12/2025	76.07	Crabtree,Cameron or Wendy	7611 NE 154TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24222	3/12/2025	251.36	Curtis,David or Vicki	4300 SE 180TH PL ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24223	3/12/2025	227.04	Deborah Slocum or Chad Alexander	16302 NE 75TH CIR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24224	3/12/2025	201.87	Fields,John or Jill	2420 SE 133RD CT ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24225	3/12/2025	707.71	Fueston,Adoracion	15715 NE 72ND ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24226	3/12/2025	57.07	Guerrero,Franceen	2227 NE 118TH PL ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	24227	3/12/2025	39.30	Hunter,Philip M or Jennifer	4909 NE 144TH CT ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24228	3/12/2025	69.51	Hutchins,Dennis J or Tammie L	16219 SE 18TH WAY ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24229	3/12/2025	281.81	Irving,James or Sheryl	15305 NE 6TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	24230	3/12/2025	171.83	JV Drywall Construction LLC	2307 WATSON AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24231	3/12/2025	83.69	Kaitlyn McKinney or Blake Dufault	10014 NE 74TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24232	3/12/2025	128.00	Kiive,Nicholaus	Utility Refunds: 0066037123-13
Ad Hoc Payment	Check	24233	3/12/2025	27.47	Lawrence,Brent or Danielle	2208 SE 134TH AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24234	3/12/2025	121.00	Malek,William H	17146 SE 23RD DR ,VANCOUVER,WA,98683

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	24235	3/12/2025	219.53	My Vu-Phan or Spencer Marston	11733 NE 28TH ST VANCOUVER,WA,98684
Ad Hoc Payment	Check	24236	3/12/2025	175.51	Owen,Kaitlyn or Tanner	7813 NE 27TH ST VANCOUVER,WA,98662
Ad Hoc Payment	Check	24237	3/12/2025	146.20	Ray,Rebecca	5004 NE 23RD CT VANCOUVER,WA,98663
Ad Hoc Payment	Check	24238	3/12/2025	374.81	Sato,Ronald or Jennifer	15601 NE 91ST ST VANCOUVER,WA,98682
Ad Hoc Payment	Check	24239	3/12/2025	100.00	Sisco,Nita	9107 NE 149TH AVE VANCOUVER,WA,98682
Ad Hoc Payment	Check	24240	3/12/2025	88.41	The Estate of Katherine L Gallagher	4403 NE 158TH AVE VANCOUVER,WA,98682
Ad Hoc Payment	Check	24241	3/12/2025	264.10	Thompson,Shauna	12800 SE 24TH ST VANCOUVER,WA,98683
Ad Hoc Payment	Check	24242	3/12/2025	234.59	Yeates,Breda	11408 NE 29TH CIR VANCOUVER,WA,98682
Supplier Payment	Check	24243	3/12/2025	84,998.49	72 Hour LLC	
Supplier Payment	Check	24244	3/12/2025	142.80	American Sani-Can	
Supplier Payment	Check	24245	3/12/2025	4,567.57	Anixter Inc	
Supplier Payment	Check	24246	3/12/2025	25,766.25	Arborscape Ltd Inc	
Supplier Payment	Check	24247	3/12/2025	4,161.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	24248	3/12/2025	156.80	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	24249	3/12/2025	622.67	Chicago Title Company of WA	
Supplier Payment	Check	24250	3/12/2025	11,221.00	City Bark & Recycling LLC	
Supplier Payment	Check	24251	3/12/2025	57.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	24252	3/12/2025	1,848.00	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	24253	3/12/2025	1,668.16	Clark Public Utility District No. 1	
Supplier Payment	Check	24254	3/12/2025	15,665.65	Columbia Resource Company	
Supplier Payment	Check	24255	3/12/2025	118.59	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	24256	3/12/2025	2,261.57	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	24257	3/12/2025	2,268.34	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	24258	3/12/2025	20,552.71	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	24259	3/12/2025	674.17	Connecta Satellite Solutions LLC	
Supplier Payment	Check	24260	3/12/2025	545.00	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	24261	3/12/2025	646.77	Datec Inc	
Supplier Payment	Check	24262	3/12/2025	276.10	Dex Media West	
Supplier Payment	Check	24263	3/12/2025	13,612.50	DHM LLC	
Supplier Payment	Check	24264	3/12/2025	69,225.00	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	24265	3/12/2025	3,300.00	Forensic Pathology Consulting	
Supplier Payment	Check	24266	3/12/2025	198.24	Galls LLC	
Supplier Payment	Check	24267	3/12/2025	2,700.00	H2 and Associates, LLC	
Supplier Payment	Check	24268	3/12/2025	30,146.02	Herrera Environmental Consultants Inc	
Supplier Payment	Check	24269	3/12/2025	1,262.41	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	24270	3/12/2025	2,500.00	interviewstream, inc	
Supplier Payment	Check	24271	3/12/2025	1,988.54	Invintus Media LLC	
Supplier Payment	Check	24272	3/12/2025	138.00	Kaiser Permanente	
Supplier Payment	Check	24273	3/12/2025	764.44	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	24274	3/12/2025	5,000.44	Level 3 Financing, Inc	
Supplier Payment	Check	24275	3/12/2025	2,390.91	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	24276	3/12/2025	179.36	Mark IV Enterprises Inc	
Supplier Payment	Check	24277	3/12/2025	800.00	Medical Evaluation Specialists, LLC	
Supplier Payment	Check	24278	3/12/2025	817.20	MLS Parent Holdings LLC	
Supplier Payment	Check	24279	3/12/2025	3,067.58	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	24280	3/12/2025	31.25	PDH Creative	
Supplier Payment	Check	24281	3/12/2025	19,641.94	PPC Solutions Inc	
Supplier Payment	Check	24282	3/12/2025	29,572.61	Puget Sound Systems Inc.	
Supplier Payment	Check	24283	3/12/2025	14.03	Qwest Corporation - Remit- To: CenturyLink - Phoenix	
Supplier Payment	Check	24284	3/12/2025	9,436.99	Qwest Corporation - Remit- To: Qwest Corp- Seattle	
Supplier Payment	Check	24285	3/12/2025	34,470.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	24286	3/12/2025	8,682.91	Ready Rebound, Inc.	
Supplier Payment	Check	24287	3/12/2025	733.45	Seaton Court Reporting, Inc.	
Supplier Payment	Check	24288	3/12/2025	978.30	Security Contractors Services	
Supplier Payment	Check	24289	3/12/2025	70.89	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	24290	3/12/2025	5,290.73	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	24291	3/12/2025	15.68	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	24292	3/12/2025	38,458.00	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	24293	3/12/2025	1.24	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	24294	3/12/2025	536.52	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Check	24295	3/12/2025	15,603.68	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	24296	3/12/2025	7.48	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	24297	3/12/2025	10,853.69	SuperTrees Inc	
Supplier Payment	Check	24298	3/12/2025	1,532.67	The ADT Security Corporation	
Supplier Payment	Check	24299	3/12/2025	1,716.80	TLC Towing	
Supplier Payment	Check	24300	3/12/2025	1,793.44	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	24301	3/12/2025	720.00	Triangle Resources Inc	
Supplier Payment	Check	24302	3/12/2025	506.00	Triple J Enterprises	
Supplier Payment	Check	24303	3/12/2025	500.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	24304	3/12/2025	34,200.00	University of Washington	
Supplier Payment	Check	24305	3/12/2025	195.00	Vancouver Granite Works Inc	
Supplier Payment	Check	24306	3/12/2025	78.26	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	24307	3/12/2025	2,005.62	Walter E Nelson Company	
Supplier Payment	Check	24308	3/12/2025	1,569.28	Waste Connections of Washington	
Supplier Payment	Check	24309	3/12/2025	9,767.58	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	24310	3/12/2025	23,904.38	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	24311	3/12/2025	4,792.75	West Yost & Associates Inc.	
Supplier Payment	Check	24312	3/12/2025	2,515.50	Wex Bank	
Supplier Payment	Check	24313	3/12/2025	8,072.35	Wire Works LLC	
Supplier Payment	Check	24314	3/12/2025	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Miscellaneous Payment	Check	24315	3/19/2025	45.16	AMBER MCARTHUR	Refund parking permit #COV13986
Miscellaneous Payment	Check	24316	3/19/2025	869.60	Austin Braswell	Impound Judgment - Case Number 25I000006 CV
Miscellaneous Payment	Check	24317	3/19/2025	83.87	EDGEFI	COV14250 parking permit returned for refund
Miscellaneous Payment	Check	24318	3/19/2025	147.84	Express Fire Systems Inc	FRI-368265 (jobsite: 605 SE 164th Ave 101, Vancouver, WA 98684)
Miscellaneous Payment	Check	24319	3/19/2025	2,465.00	Fidelity National Title Company of Washington	Refund overpaid BL employee fee
Miscellaneous Payment	Check	24320	3/19/2025	588.33	Menelik Workneh	Refund Business License Fees - no revenue generated within COV
Miscellaneous Payment	Check	24321	3/19/2025	151.61	Mike Anderson	On street parking refund for COV13323
Miscellaneous Payment	Check	24322	3/19/2025	7.00	Panda Express	Refund duplicate payment to INV#77073316
Miscellaneous Payment	Check	24323	3/19/2025	718.00	Patriot Fire Protection	FRI-368176 (jobsite: 4111 NE 112TH AVE)
Miscellaneous Payment	Check	24324	3/19/2025	25.00	Sage Johnson	Refund duplicate payment to Citation # 7206003588
Ad Hoc Payment	Check	24325	3/19/2025	97.89	AH4R Properties 5 LLC	2609 NE 105TH CT ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24326	3/19/2025	358.46	Andrew or Kathryn Uhacz	8501 NE 165TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24327	3/19/2025	376.54	Blackmar,Karla	15618 NE 6TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	24328	3/19/2025	90.00	Butler,Heather	9017 NE 157TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24329	3/19/2025	144.19	Clardie,Amanda	3004 NE 103RD LOOP ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24330	3/19/2025	9.65	DJ's Electrical Inc	123 HYDRANT AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	24331	3/19/2025	239.69	Eshleman,Kaitlin or Robert	18004 SE 20TH CIR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24332	3/19/2025	124.00	Estate of Lynn Provost	2903 SE 161ST AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24333	3/19/2025	36.62	Gina L Engel	13813 NE 51ST ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24334	3/19/2025	123.80	Granite Construction Co	123 HYDRANT AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	24335	3/19/2025	325.25	Guel,Larry or Leah	10005 NE 27TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24336	3/19/2025	75.27	Harrison,Wayne and Kathleen	15808 NE 25TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	24337	3/19/2025	166.27	Holt Group Holdings LLC	13319 NE 84TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24338	3/19/2025	189.07	Holt Group Holdings LLC	8402 NE 133RD AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24339	3/19/2025	52.48	Holt Group Holdings LLC	13311 NE 84TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24340	3/19/2025	62.58	Hudson Bay Homes Llc	407 DATE ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24341	3/19/2025	226.48	Invest West Management	1800 E 9TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24342	3/19/2025	112.54	Johnson,Lloyd	1818 SE 187TH PL ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24343	3/19/2025	21.39	Jones,Brady or Mikayla	14211 NE 53RD ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24344	3/19/2025	151.65	Josephson,Mistie or Erik	16015 NE 37TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24345	3/19/2025	44.38	Juan Carlos Salinas Heredia or Morgan Salinas	8704 NE 145TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24346	3/19/2025	60.91	Krieger Ing,Jade	12202 NE 23RD ST ,VANCOUVER,WA,98684

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Ad Hoc Payment	Check	24347	3/19/2025	71.61	Laurie Brown or Teri Noesen	6803 NE 69TH CIR .VANCOUVER,WA,98661
Ad Hoc Payment	Check	24348	3/19/2025	74.58	Lavin,William or Dawn	1905 NE 107TH AVE .VANCOUVER,WA,98664
Ad Hoc Payment	Check	24349	3/19/2025	11.68	Lynch,Maureen	7011 NE 57TH ST .VANCOUVER,WA,98661
Ad Hoc Payment	Check	24350	3/19/2025	61.57	Margaret Durgan or Lloyd Johnson	1818 SE 187TH PL .VANCOUVER,WA,98683
Ad Hoc Payment	Check	24351	3/19/2025	55.74	Mccray,Michelle or Adam	4910 NE 23RD CT .VANCOUVER,WA,98663
Ad Hoc Payment	Check	24352	3/19/2025	44.18	McDonald,Vanessa or Kelvin	15811 NE 86TH CIR .VANCOUVER,WA,98682
Ad Hoc Payment	Check	24353	3/19/2025	161.99	McPeak,Ronald	3001 SE BALBOA DR .VANCOUVER,WA,98683
Ad Hoc Payment	Check	24354	3/19/2025	60.87	Medak,Timothy	11616 NE 16TH ST .VANCOUVER,WA,98684
Ad Hoc Payment	Check	24355	3/19/2025	56.16	Megan M or Matthew Fletcher	2012 SE 138TH CT .VANCOUVER,WA,98683
Ad Hoc Payment	Check	24356	3/19/2025	185.15	Nvoicepay	123 HYDRANT AVE .VANCOUVER,WA,98664
Ad Hoc Payment	Check	24357	3/19/2025	93.77	OD Labs Property	13918 NE 91ST ST .VANCOUVER,WA,98682
Ad Hoc Payment	Check	24358	3/19/2025	110.39	OD Labs Property	7015 NE 156TH PL .VANCOUVER,WA,98682
Ad Hoc Payment	Check	24359	3/19/2025	2,592.00	Patricia J Budo	2401 NE 181ST AVE .VANCOUVER,WA,98684
Ad Hoc Payment	Check	24360	3/19/2025	74.96	Porter,Edward Jr	8611 NE 183RD PL .VANCOUVER,WA,98682
Ad Hoc Payment	Check	24361	3/19/2025	24.88	Romero,Ivan or Claudia	2819 NE DELANCEY CT .VANCOUVER,WA,98682
Ad Hoc Payment	Check	24362	3/19/2025	213.40	Rotschy Inc	123 HYDRANT .VANCOUVER,WA,98664
Ad Hoc Payment	Check	24363	3/19/2025	82.68	Rundbaken,Victor	2307 SE 188TH AVE .VANCOUVER,WA,98683
Ad Hoc Payment	Check	24364	3/19/2025	73.95	Salmon and Beam Washington Llc	4414 NE 58TH AVE .VANCOUVER,WA,98661
Ad Hoc Payment	Check	24365	3/19/2025	27.21	Sarah or Briar Macisaac	9308 NE 166TH AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	24366	3/19/2025	27.91	Shears Family Trust	9208 NE 165TH AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	24367	3/19/2025	36.96	Songbird Holdings LLC	12711 NE 109TH ST .VANCOUVER,WA,98682
Ad Hoc Payment	Check	24368	3/19/2025	15.01	Soustek,Sherrie	7610 NE 56TH ST .VANCOUVER,WA,98662
Ad Hoc Payment	Check	24369	3/19/2025	187.98	Steven Swenson or Robin Davis	2000 TODD RD .VANCOUVER,WA,98661
Ad Hoc Payment	Check	24370	3/19/2025	72.08	The Estate of Raejean Newell	16906 SE 30TH ST .VANCOUVER,WA,98683
Ad Hoc Payment	Check	24371	3/19/2025	263.00	The Overstreet Living Trust	2300 SE BALBOA DR .VANCOUVER,WA,98683
Ad Hoc Payment	Check	24372	3/19/2025	114.60	The Schenk Family Trust	16004 NE 10TH CIR .VANCOUVER,WA,98684
Ad Hoc Payment	Check	24373	3/19/2025	179.00	Timothy Medak or Kimberley Hargreaves	11616 NE 16TH ST .VANCOUVER,WA,98684
Ad Hoc Payment	Check	24374	3/19/2025	80.00	Town,Jane	17605 SE 23RD ST .VANCOUVER,WA,98683
Ad Hoc Payment	Check	24375	3/19/2025	34.40	Trahan,Joshua and Alexandra	15616 NE 34TH ST .VANCOUVER,WA,98682
Ad Hoc Payment	Check	24376	3/19/2025	429.00	Vancouver Housing Authority	2200 NORRIS RD .VANCOUVER,WA,98661
Ad Hoc Payment	Check	24377	3/19/2025	93.88	Vancouver Housing Authority	13786 NE 20TH CIR .VANCOUVER,WA,98684
Ad Hoc Payment	Check	24378	3/19/2025	219.63	Wen Chao Lu	810 NE 167TH AVE .VANCOUVER,WA,98684
Ad Hoc Payment	Check	24379	3/19/2025	1,259.11	Yefimov,Vyacheslavi	3111 NE 154TH AVE .VANCOUVER,WA,98682
Supplier Payment	Check	24380	3/19/2025	145.60	Airgas, Inc	
Supplier Payment	Check	24381	3/19/2025	1,600.00	Alan W Langman	
Supplier Payment	Check	24382	3/19/2025	426.10	Albina Holdings Inc	
Supplier Payment	Check	24383	3/19/2025	1,109.74	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	24384	3/19/2025	166.00	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	Check	24385	3/19/2025	136.00	American Sani-Can	
Supplier Payment	Check	24386	3/19/2025	25,738.83	Arborscape Ltd Inc	

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Supplier Payment	Check	24387	3/19/2025	111.20	Archaeological Services LLC	
Supplier Payment	Check	24388	3/19/2025	7,433.20	BAE Urban Economics, Inc.	
Supplier Payment	Check	24389	3/19/2025	3,150.83	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	24390	3/19/2025	260,166.43	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	24391	3/19/2025	1,428.73	Clark Public Utility District No. 1	
Supplier Payment	Check	24392	3/19/2025	433.93	Clark Public Utility District No. 1	
Supplier Payment	Check	24393	3/19/2025	2,192.60	Clark Public Utility District No. 1	
Supplier Payment	Check	24394	3/19/2025	434,091.07	Clark Public Utility District No. 1	
Supplier Payment	Check	24395	3/19/2025	1,916.40	Clark Public Utility District No. 1	
Supplier Payment	Check	24396	3/19/2025	89,342.19	Clary Longview LLC	
Supplier Payment	Check	24397	3/19/2025	10,079.07	Columbia Resource Company	
Supplier Payment	Check	24398	3/19/2025	2,103.19	Columbia Resource Company	
Supplier Payment	Check	24399	3/19/2025	4,007.07	Community Foundation for Southwest Washington	
Supplier Payment	Check	24400	3/19/2025	7,800.00	Concord Adult Care Home, LLC	
Supplier Payment	Check	24401	3/19/2025	49,274.03	Cummins Inc	
Supplier Payment	Check	24402	3/19/2025	4,255.61	Day Management Corp - Remit-To: Day Wireless - Milwaukie	
Supplier Payment	Check	24403	3/19/2025	500.00	Deadbolt Forensics LLC	
Supplier Payment	Check	24404	3/19/2025	300.00	ERF Company Inc	
Supplier Payment	Check	24405	3/19/2025	3,449.00	Erickson Structural Consulting Engineers	
Supplier Payment	Check	24406	3/19/2025	9,120.00	ESRI Inc - Remit-To: Los Angeles PO Box	
Supplier Payment	Check	24407	3/19/2025	56.52	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	24408	3/19/2025	2,000.00	General Pacific Inc	
Supplier Payment	Check	24409	3/19/2025	2,394.87	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	24410	3/19/2025	2,469.40	Grey Stone Partners, Inc	
Supplier Payment	Check	24411	3/19/2025	1,057.50	Groundwater Solutions, Inc.	
Supplier Payment	Check	24412	3/19/2025	7,137.25	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	24413	3/19/2025	7,273.48	HDJ Design Group	
Supplier Payment	Check	24414	3/19/2025	25,829.49	Herrera Environmental Consultants Inc	
Supplier Payment	Check	24415	3/19/2025	20,638.87	Howmedica Osteonics Corp	
Supplier Payment	Check	24416	3/19/2025	310.79	J-2 Blueprint Supply Co.	
Supplier Payment	Check	24417	3/19/2025	14,477.09	Janus Youth Programs Inc	
Supplier Payment	Check	24418	3/19/2025	3,240.00	Kevin Patrick O'Brien	
Supplier Payment	Check	24419	3/19/2025	9,370.67	King County Directors Association Purchasing Department	
Supplier Payment	Check	24420	3/19/2025	1,480.96	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	24421	3/19/2025	2,115.56	L.N. Curtis & Sons	
Supplier Payment	Check	24422	3/19/2025	588.99	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	24423	3/19/2025	32,716.06	Life Insurance Company of North America	
Supplier Payment	Check	24424	3/19/2025	2,223.12	Mallory Safety & Supply LLC	
Supplier Payment	Check	24425	3/19/2025	383.84	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	24426	3/19/2025	750.92	Parametrix, Inc	
Supplier Payment	Check	24427	3/19/2025	35.00	Porter W Yett Company	
Supplier Payment	Check	24428	3/19/2025	2,339.00	Portland Adventist Medical Center	
Supplier Payment	Check	24429	3/19/2025	11,221.01	Public Safety Testing Inc	

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Supplier Payment	Check	24430	3/19/2025	1,080.00	Puget Sound Spine and Sports Medicine, PLLC	
Supplier Payment	Check	24431	3/19/2025	4,338.88	Raimi & Associates, Inc.	
Supplier Payment	Check	24432	3/19/2025	6,084.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	24433	3/19/2025	40,000.00	Robert C Boruchowitz	
Supplier Payment	Check	24434	3/19/2025	27,540.00	Ron Turley Associates	
Supplier Payment	Check	24435	3/19/2025	5,642.00	SafeFire LLC	
Supplier Payment	Check	24436	3/19/2025	3,480.67	Safeware Inc.	
Supplier Payment	Check	24437	3/19/2025	1,135.90	SeaWestern Inc	
Supplier Payment	Check	24438	3/19/2025	150.00	Sheila Davis	
Supplier Payment	Check	24439	3/19/2025	8,110.00	SiteCrafting Inc	
Supplier Payment	Check	24440	3/19/2025	1,053,705.16	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	24441	3/19/2025	66,696.67	Southwest Washington Humane Society	
Supplier Payment	Check	24442	3/19/2025	7,497.95	Stateline LLC	
Supplier Payment	Check	24443	3/19/2025	300.00	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	24444	3/19/2025	7,953.50	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	24445	3/19/2025	10.36	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	24446	3/19/2025	10.36	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	24447	3/19/2025	10.36	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	24448	3/19/2025	96.26	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	24449	3/19/2025	1,062.50	Summit Law Group	
Supplier Payment	Check	24450	3/19/2025	994.62	Towing & Recovering Services Inc	
Supplier Payment	Check	24451	3/19/2025	1,059.56	Triple J Enterprises	
Supplier Payment	Check	24452	3/19/2025	8,823.57	Uncommon Bridges, Inc.	
Supplier Payment	Check	24453	3/19/2025	195.00	Vancouver Granite Works Inc	
Supplier Payment	Check	24454	3/19/2025	110.87	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	24455	3/19/2025	1,059.88	W.B. Sprague Co. Inc.	
Supplier Payment	Check	24456	3/19/2025	6,330.44	Walter E Nelson Company	
Supplier Payment	Check	24457	3/19/2025	12,163.09	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	24458	3/19/2025	157.84	WEST Consultants, Inc.	
Supplier Payment	Check	24459	3/20/2025	900.00	Clark County Fire District 5	
Supplier Payment	Check	24460	3/25/2025	5,983.90	Aflac	
Supplier Payment	Check	24461	3/25/2025	6,445.42	AFSCME Local #307	
Supplier Payment	Check	24462	3/25/2025	334.00	California State Disbursement Unit	
Supplier Payment	Check	24463	3/25/2025	1,033.50	Chapter 13 - Trustee	
Supplier Payment	Check	24464	3/25/2025	491.00	Hawaii SDU	
Supplier Payment	Check	24465	3/25/2025	840.70	IAM Local #1374	
Supplier Payment	Check	24466	3/25/2025	8,999.66	Life Insurance Company of North America	
Supplier Payment	Check	24467	3/25/2025	1,300.00	MFS Service Center Inc	
Supplier Payment	Check	24468	3/25/2025	50.00	OPEIU Local #11	
Supplier Payment	Check	24469	3/25/2025	4,720.09	OPEIU Local #11	
Supplier Payment	Check	24470	3/25/2025	888.00	Teamsters Local #58	
Supplier Payment	Check	24471	3/25/2025	245.00	UA Local #290	
Supplier Payment	Check	24472	3/25/2025	2,797.20	Western Conference of Teamsters	
Supplier Payment	Check	24473	3/25/2025	1,342.74	Western Metal Industry Pension Plan	
Cash Advance Payment	Check	24474	3/26/2025	230.00	Michael Maini	
Customer Refund	Check	24475	3/26/2025	1,000.00	WASTE MANAGEMENT OF WASHINGTON, INC.	REFUNDING FEES PAID ON 2025 RECYCLABLE MATERIALS SPECIAL LICENSE. WM INC HAS NOT AND WILL NOT BE HAULING FROM WITHIN COV LIMITS

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Miscellaneous Payment	Check	24476	3/26/2025	6,914.32	Amica Insurance as subrogee for Philip A. Foster	Claim Payment - DOI: 02/03/2025 - RISK
Miscellaneous Payment	Check	24477	3/26/2025	59.00	AVANGRID POWER, LLC	Refund duplicate payment to INV#77073612
Miscellaneous Payment	Check	24478	3/26/2025	674.96	D R Horton Inc	RES-367653 (jobsite: 1508 NE 122nd Court, Vancouver, WA. 98684)
Miscellaneous Payment	Check	24479	3/26/2025	663.52	D R Horton Inc	RES-367416 (jobsite: 1512 NE 122nd Court, Vancouver, WA. 98684)
Miscellaneous Payment	Check	24480	3/26/2025	565.00	G & H Contractor Services, Inc.	Refund business license fees - No revenue generated in COV
Miscellaneous Payment	Check	24481	3/26/2025	100.00	Ming Wong	TreeFund Refund
Miscellaneous Payment	Check	24482	3/26/2025	258.90	Pacific Plumbing and Drain	ROW-367770 (jobsite: 10910 NE Fourth Plain Blvd)
Miscellaneous Payment	Check	24483	3/26/2025	200.00	Steven Dunn	TreeFund Refund
Miscellaneous Payment	Check	24484	3/26/2025	33,250.00	Tai Dang	ENG-84351 (jobsite: 1817 SE 164th Ave, Vancouver WA 98683)
Miscellaneous Payment	Check	24485	3/26/2025	94.00	Vancouver School District	Refund duplicate payment to INV#77071786.
Ad Hoc Payment	Check	24486	3/26/2025	101.81	Avaz Sobhani or Raquel Torres Sobhani	1817 SE 172ND PL ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24487	3/26/2025	36.82	Benoit,Sandra	18201 SE 19TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24488	3/26/2025	271.21	Charlton,Trisha or Eric	5104 IDAHO ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24489	3/26/2025	146.24	Dodd,Wanda	5417 NE 77TH CT ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24490	3/26/2025	128.25	Dunn,Judith J	5909 NE 42ND CT ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24491	3/26/2025	131.33	Eloyda or Melvin Duarte	2504 E MCLOUGHLIN BLVD ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24492	3/26/2025	70.74	Ezequiel Hernandez Lemus or Amy Lyn Hernandez	4900 NE 131ST CT ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24493	3/26/2025	168.25	Hurford,Bernice or Robert	4214 NE 50TH AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24494	3/26/2025	78.82	Ibarreta,Romeo	9611 NE 101ST ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24495	3/26/2025	520.73	Jer-Heng Chen or Hsu-Li Cheng	17700 NE 30TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24496	3/26/2025	162.45	Joe or Suwannee Varagoon or Sarawan Lee	812 SE 119TH AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24497	3/26/2025	43.71	Lindsey Rick or Jason Molina	8900 NE 14TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	24498	3/26/2025	142.82	Melinda K or Clemens J Mayville	15009 NE 81ST ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24499	3/26/2025	159.11	Meza,Cornel or Johanna	16312 NE 65TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24500	3/26/2025	92.41	Miner,David or Maile	13511 NE 94TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24501	3/26/2025	1,182.73	Mofford,Sheri M	6611 NE 70TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24502	3/26/2025	50.06	OD Labs Property	10004 NE 20TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	24503	3/26/2025	86.53	P Chang Investments II LLC	3014 NE 116TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24504	3/26/2025	149.68	Pederson,Susan	1917 SE 131ST AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24505	3/26/2025	1,208.23	Porfirio Mancio Ocana	4905 E 18TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24506	3/26/2025	131.84	Robinson,Douglas or Marites	7512 NE 123RD CT ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24507	3/26/2025	295.60	Ronald or Sabrina Lincoln	12630 NE 51ST ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24508	3/26/2025	687.25	Roosendaal,Sally	5700 NE 82ND AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24509	3/26/2025	357.80	Rugh,Mary A	14700 SE VALENCIA DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24510	3/26/2025	103.26	Scott,Brenda	3511 SE 139TH AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24511	3/26/2025	109.74	Scott,Brenda or Randall	3511 SE 139TH AVE ,VANCOUVER,WA,98683

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	24512	3/26/2025	146.27	Smirnova, Svetlana	16507 NE 66TH WAY .VANCOUVER,WA,98682
Ad Hoc Payment	Check	24513	3/26/2025	38.03	Steelhammer, Robert	15508 NE 82ND CIR .VANCOUVER,WA,98682
Ad Hoc Payment	Check	24514	3/26/2025	20.63	Suganya Sumithran or Sumithran Rasathural	9605 NE 104TH ST .VANCOUVER,WA,98662
Ad Hoc Payment	Check	24515	3/26/2025	148.33	Synergy Resources LLC	9210 NE 62ND AVE .VANCOUVER,WA,98665
Ad Hoc Payment	Check	24516	3/26/2025	93.88	Walker, Renada	14107 NE 39TH ST .VANCOUVER,WA,98682
Ad Hoc Payment	Check	24517	3/26/2025	52.59	Wassink, Ann	116 S NASHVILLE WAY .VANCOUVER,WA,98664
Supplier Payment	Check	24518	3/26/2025	324.20	Accurate Corporate Services Inc	
Supplier Payment	Check	24519	3/26/2025	25.20	Airgas, Inc	
Supplier Payment	Check	24520	3/26/2025	41,660.00	Anders J. Peterson	
Supplier Payment	Check	24521	3/26/2025	2,208.00	Arborscape Ltd Inc	
Supplier Payment	Check	24522	3/26/2025	9,881.30	AT & T Mobility National Accounts LLC - Remit-To: AT & T Mobility	
Supplier Payment	Check	24523	3/26/2025	755.00	BMaddox Enterprises LLC	
Supplier Payment	Check	24524	3/26/2025	10,778.05	Brown & Wilson Partnership LLC	
Supplier Payment	Check	24525	3/26/2025	5,070.00	Cascade Inn	
Supplier Payment	Check	24526	3/26/2025	64,510.72	Century West Engineering Corp	
Supplier Payment	Check	24527	3/26/2025	653.70	Chicago Title Company of WA	
Supplier Payment	Check	24528	3/26/2025	2,851.07	Cintas	
Supplier Payment	Check	24529	3/26/2025	94.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	24530	3/26/2025	1,250.00	Clark County Fire District 5	
Supplier Payment	Check	24531	3/26/2025	939,454.63	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	24532	3/26/2025	1,352.95	Clark Public Utility District No. 1	
Supplier Payment	Check	24533	3/26/2025	7,610.99	Clean Harbors Environmental Services Inc	
Supplier Payment	Check	24534	3/26/2025	104.97	Clifford & Martin, Inc	
Supplier Payment	Check	24535	3/26/2025	2,050.57	Columbia Resource Company	
Supplier Payment	Check	24536	3/26/2025	9,970.78	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	24537	3/26/2025	25.00	Cowlitz County - Remit-To: Cowlitz County Clerk's Office	
Supplier Payment	Check	24538	3/26/2025	136.00	Dominic Hunter	
Supplier Payment	Check	24539	3/26/2025	5,951.66	Emphasys Computer Solutions Inc.	
Supplier Payment	Check	24540	3/26/2025	815.25	EMS Technology Solutions LLC	
Supplier Payment	Check	24541	3/26/2025	71,000.00	Evergreen Habitat for Humanity	
Supplier Payment	Check	24542	3/26/2025	2,562.50	Evergreen School District 114	
Supplier Payment	Check	24543	3/26/2025	7,577.34	Fourth Plain Forward	
Supplier Payment	Check	24544	3/26/2025	39,791.63	Friends of Trees	
Supplier Payment	Check	24545	3/26/2025	2,934.90	Grammarly, Inc.	
Supplier Payment	Check	24546	3/26/2025	44,415.00	GT Bladeworks, Inc.	
Supplier Payment	Check	24547	3/26/2025	288.28	Harold LeMay Enterprises	
Supplier Payment	Check	24548	3/26/2025	4,589.32	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	24549	3/26/2025	1,262.00	L.N. Curtis & Sons	
Supplier Payment	Check	24550	3/26/2025	4,635.86	L.N. Curtis & Sons - Remit- To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	24551	3/26/2025	1,425.60	Lakeyland Inc	
Supplier Payment	Check	24552	3/26/2025	320.16	Langley's Ace Inc	
Supplier Payment	Check	24553	3/26/2025	150.00	Lester Griffin	
Supplier Payment	Check	24554	3/26/2025	5,750.00	LSW Architects PC	
Supplier Payment	Check	24555	3/26/2025	65,854.58	Mather and Sons Pump Service Inc	
Supplier Payment	Check	24556	3/26/2025	4,824.11	McCrometer, Inc.	
Supplier Payment	Check	24557	3/26/2025	6,456.00	Moore Iacofano Goltsman, Inc	

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Supplier Payment	Check	24558	3/26/2025	2,233.50	Naegeli Reporting Corporation	
Supplier Payment	Check	24559	3/26/2025	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	24560	3/26/2025	5,358.34	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	24561	3/26/2025	56,216.00	Nelson Nygaard Consulting Associates Inc	
Supplier Payment	Check	24562	3/26/2025	36,139.45	Northwest Construction General Contracting Inc	
Supplier Payment	Check	24563	3/26/2025	6,489.20	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	24564	3/26/2025	23,080.62	Origami Risk LLC	
Supplier Payment	Check	24565	3/26/2025	2,682.50	Pacific Ace LLC	
Supplier Payment	Check	24566	3/26/2025	14,685.00	Parametrix, Inc	
Supplier Payment	Check	24567	3/26/2025	1,396.00	Portland Adventist Medical Center	
Supplier Payment	Check	24568	3/26/2025	7,461.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	24569	3/26/2025	5,500.00	Right-Way CDL Academy, LLC	
Supplier Payment	Check	24570	3/26/2025	1,478.85	River City Environmental	
Supplier Payment	Check	24571	3/26/2025	2,365.26	Samon Creek Koelsch Operations LLC	
Supplier Payment	Check	24572	3/26/2025	63,798.45	Scott Edwards Architecture LLP	
Supplier Payment	Check	24573	3/26/2025	7,273.55	SeaWestern Inc	
Supplier Payment	Check	24574	3/26/2025	7,497.32	Shrums Pest Control	
Supplier Payment	Check	24575	3/26/2025	1,557.90	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	24576	3/26/2025	4,913.24	Soha Sign	
Supplier Payment	Check	24577	3/26/2025	6,276.55	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	24578	3/26/2025	25,692.21	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47339	
Supplier Payment	Check	24579	3/26/2025	182,265.86	TCF Architecture, PLLC	
Supplier Payment	Check	24580	3/26/2025	1,597.22	Trilogy MedWaste West, LLC	
Supplier Payment	Check	24581	3/26/2025	1,059.56	Triple J Enterprises	
Supplier Payment	Check	24582	3/26/2025	150.00	Vancouver for Peace	
Supplier Payment	Check	24583	3/26/2025	21,547.92	Vancouver School District #37	
Supplier Payment	Check	24584	3/26/2025	16,324.57	Vector Solutions	
Supplier Payment	Check	24585	3/26/2025	110.87	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	24586	3/26/2025	81.53	W.B. Sprague Co. Inc.	
Supplier Payment	Check	24587	3/26/2025	1,839.81	Walter E Nelson Company	
Supplier Payment	Check	24588	3/26/2025	750.00	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	24589	3/26/2025	1,291.69	Washington State Fire Fighters Apprenticeship Trust	
Supplier Payment	Check	24590	3/26/2025	6,675.86	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	24591	3/26/2025	6,897.50	WELL Cogir Tenant III LLC	
Supplier Payment	Check	24592	3/26/2025	13,754.00	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	24593	3/26/2025	31,142.50	Wire Works LLC	
			Check	5,020,672.05		
Cash Advance Payment	Direct Deposit	EFT-00289322	3/10/2025	92.25	Jeremy Vanroyce	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00289323	3/10/2025	128.00	Spencer Harris	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00289324	3/10/2025	128.00	Colton Price	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00289325	3/10/2025	181.25	Zachary Allred	Travel Advance

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Cash Advance Payment	Direct Deposit	EFT-00289326	3/10/2025	301.00	Echo Shaw Boyle	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00289327	3/10/2025	241.50	Diana Perez	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00289328	3/10/2025	138.00	Nathan Hipple	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00289329	3/10/2025	371.00	Nicole Vigil	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00289330	3/10/2025	138.00	Pete Adams	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00289331	3/10/2025	138.00	Shane Orem	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00289332	3/10/2025	301.00	Julie Cleveland	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00289333	3/10/2025	128.00	Aaron Yoder	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00289334	3/10/2025	128.00	Dennis Devlin	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00289335	3/10/2025	301.00	Carie Wright	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00289336	3/10/2025	362.00	Erik Paulsen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00289337	3/10/2025	301.00	Valerie McAlister	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00289338	3/10/2025	111.00	Shane LaBeck	Travel Advance
Expense Payment	Direct Deposit	EFT-00289349	3/13/2025	279.28	Jess Jackovich	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289350	3/13/2025	79.95	Emily Lemon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289351	3/13/2025	54.00	Judson McCauley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289352	3/13/2025	87.00	Maxwell Archer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289353	3/13/2025	140.00	Josh Lim	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289354	3/13/2025	150.00	Spencer Cook	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289355	3/13/2025	234.00	Tawny Maruhn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289356	3/13/2025	85.00	Leo Jochim	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289357	3/13/2025	218.08	Shannon Williams	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289394	3/20/2025	1,692.53	Rob Sumrall	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00289395	3/20/2025	360.00	Kevin Cummo	Travel Advance
Expense Payment	Direct Deposit	EFT-00289396	3/20/2025	305.00	Jacqueline Vane	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289397	3/20/2025	88.25	Andrew Land	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289398	3/20/2025	392.56	Shane Orem	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289399	3/20/2025	403.80	Tyler Chavers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289400	3/20/2025	557.99	Heidi Scarpelli	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289401	3/20/2025	314.12	Connor Rock	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289402	3/20/2025	305.00	Scott Kovach	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289403	3/20/2025	392.56	Pete Adams	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289404	3/20/2025	34.00	Kyle Cahoon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289405	3/20/2025	156.45	Norman Ballhorn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289406	3/20/2025	1,004.67	Natasha Ramras	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289407	3/20/2025	530.33	Cale Baker	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289408	3/20/2025	150.00	Cody Cumpton	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289409	3/20/2025	82.10	Luigi Cartasegna	Employee Reimbursement

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Expense Payment	Direct Deposit	EFT-00289410	3/20/2025	70.00	Andrew Jorgenson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289411	3/20/2025	103.50	Lonny Klugman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289412	3/20/2025	129.00	Darin Viar	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289413	3/20/2025	60.00	James Correll	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289414	3/20/2025	124.00	Jose Lopez	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00289415	3/20/2025	25.62	Timmi Winther	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291468	3/27/2025	33.75	Zachary Allred	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291469	3/27/2025	82.14	Curtis Terry	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291470	3/27/2025	382.28	Tobiah Scott	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291471	3/27/2025	45.00	Gage Harrah	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291472	3/27/2025	48.40	Beau Hull	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291473	3/27/2025	583.98	Brett Raunig	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291474	3/27/2025	92.25	Andrea Bauman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291475	3/27/2025	106.00	Jared Caldwell	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291476	3/27/2025	420.00	Andrey Yelizavetskiy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291477	3/27/2025	110.00	John Kendall	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291478	3/27/2025	216.60	Lance Leedom	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00291479	3/27/2025	152.50	Jason Mills	Travel Advance
Expense Payment	Direct Deposit	EFT-00291480	3/27/2025	1,127.17	Weston Dorszynski	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00291481	3/27/2025	223.00	Lon Pluckhahn	Travel Advance
Expense Payment	Direct Deposit	EFT-00291482	3/27/2025	275.00	Scott Boyer	Employee Reimbursement
			Direct Deposit	15,995.86		
Supplier Payment	EFT	EFT-00289339	3/10/2025	12,416.94	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00289340	3/10/2025	33,503.75	IAFF Local #452	
Supplier Payment	EFT	EFT-00289341	3/10/2025	125.47	Legal Shield	
Supplier Payment	EFT	EFT-00289342	3/10/2025	20,385.36	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00289343	3/10/2025	970.02	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00289358	3/13/2025	6,555.00	AgreeYa Solutions, Inc. - Remit-To: AgreeYa Solutions, Inc	
Supplier Payment	EFT	EFT-00289359	3/13/2025	191,313.88	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00289360	3/13/2025	26,777.61	Metereaders LLC	
Supplier Payment	EFT	EFT-00289361	3/13/2025	22,413.75	Otak Inc	
Supplier Payment	EFT	EFT-00289362	3/13/2025	7,500.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00289363	3/13/2025	7,298.35	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00289364	3/13/2025	15,787.06	Whitney Equipment Company Inc	
Supplier Payment	EFT	EFT-00289365	3/13/2025	4,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00289366	3/13/2025	36,518.00	The Exhibits Department, LLC	
Supplier Payment	EFT	EFT-00289367	3/13/2025	543.50	Jackman & Brooks Contracting LLC	
Supplier Payment	EFT	EFT-00289368	3/13/2025	420.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00289369	3/13/2025	551.21	Branlo Enterprises, LLC	
Supplier Payment	EFT	EFT-00289370	3/13/2025	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00289371	3/13/2025	7,787.00	Consort North America Inc	
Supplier Payment	EFT	EFT-00289372	3/13/2025	9,581.97	Bound Tree Medical LLC	

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Supplier Payment	EFT	EFT-00289373	3/13/2025	12,825.91	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00289374	3/13/2025	2,300.00	Andrew Prochniak	
Supplier Payment	EFT	EFT-00289375	3/13/2025	1,152.22	Vatten Plumbing LLC - Remit-To: Vatten Plumbing LLC	
Supplier Payment	EFT	EFT-00289376	3/13/2025	19,514.00	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00289377	3/13/2025	711.21	Emerald Services Inc - Remit-To: Emerald - Dallas TX	
Supplier Payment	EFT	EFT-00289378	3/13/2025	1,771,834.76	Operations Management International Inc	
Supplier Payment	EFT	EFT-00289379	3/13/2025	127,858.96	Del Sol Inc	
Supplier Payment	EFT	EFT-00289380	3/13/2025	135.00	Performance Occupational Health Services, LLC	
Supplier Payment	EFT	EFT-00289381	3/13/2025	10,668.54	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00289382	3/13/2025	3,320.16	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00289383	3/13/2025	245.97	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00289384	3/13/2025	5,531.50	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00289385	3/13/2025	3,900.00	Eurofins Eaton Analytical, LLC	
Supplier Payment	EFT	EFT-00289386	3/13/2025	2,250.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00289387	3/13/2025	2,160.00	Rock Creek Communications, LLC	
Supplier Payment	EFT	EFT-00289388	3/13/2025	90,743.56	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00289389	3/13/2025	52,179.44	Live Love Outreach	
Supplier Payment	EFT	EFT-00289416	3/20/2025	14,632.04	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00289417	3/20/2025	3,207.36	Vancouver Farmers Market Association	
Supplier Payment	EFT	EFT-00289418	3/20/2025	12,555.82	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00289419	3/20/2025	133,230.09	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00289420	3/20/2025	663.08	Loma Media Partners	
Supplier Payment	EFT	EFT-00289421	3/20/2025	56,552.13	Consor North America Inc	
Supplier Payment	EFT	EFT-00289422	3/20/2025	3,087.80	HDR Engineering Inc	
Supplier Payment	EFT	EFT-00289423	3/20/2025	378,273.37	Operations Management International Inc	
Supplier Payment	EFT	EFT-00289424	3/20/2025	28,230.00	Key Code Media, Inc	
Supplier Payment	EFT	EFT-00289425	3/20/2025	915.63	Canopy Wellbeing	
Supplier Payment	EFT	EFT-00289426	3/20/2025	542.50	Marten Law LLP	
Supplier Payment	EFT	EFT-00289427	3/20/2025	1,900.00	Courtney R. Mendoza	
Supplier Payment	EFT	EFT-00289428	3/20/2025	160,216.50	Construction Services Group, Inc.	
Supplier Payment	EFT	EFT-00289429	3/20/2025	662,032.54	Colf Construction LLC	
Supplier Payment	EFT	EFT-00289430	3/20/2025	1,820.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00289431	3/20/2025	9,911.18	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00289432	3/20/2025	2,066.40	Sharon Rice	
Supplier Payment	EFT	EFT-00289433	3/20/2025	9,461.78	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00289434	3/20/2025	1,707.12	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00289435	3/20/2025	4,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00289436	3/20/2025	44,726.98	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00289437	3/20/2025	18,208.00	Wallis Engineering PLLC - Remit-To: Wallis Engineering	
Supplier Payment	EFT	EFT-00289438	3/20/2025	2,476.63	Metereaders LLC	
Supplier Payment	EFT	EFT-00289439	3/20/2025	4,659.85	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00289440	3/20/2025	185.63	Branlo Enterprises, LLC	
Supplier Payment	EFT	EFT-00289441	3/20/2025	750.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00289442	3/20/2025	158,660.45	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00289443	3/20/2025	95,916.50	Coffman Engineers Inc	
Supplier Payment	EFT	EFT-00289444	3/20/2025	976.89	CoStar Reality Information Inc.	
Supplier Payment	EFT	EFT-00289445	3/20/2025	3,614.67	Alta Planning & Design	
Supplier Payment	EFT	EFT-00289446	3/20/2025	2,053.21	Accurate Investigation Services	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	EFT	EFT-00289447	3/20/2025	2,100.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00289448	3/20/2025	41,174.96	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00289449	3/20/2025	26,463.96	Share	
Supplier Payment	EFT	EFT-00289450	3/20/2025	7,719.50	Otak Inc	
Supplier Payment	EFT	EFT-00289451	3/20/2025	74,415.37	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00289452	3/20/2025	74,275.00	Andrews Terry Jeffers LLP	
Supplier Payment	EFT	EFT-00289453	3/20/2025	5,144.41	Housing Connector	
Supplier Payment	EFT	EFT-00289454	3/20/2025	112,554.73	Do Good Multnomah	
Supplier Payment	EFT	EFT-00289455	3/20/2025	6,640.50	Terracon Consultants Inc	
Supplier Payment	EFT	EFT-00289456	3/20/2025	50,899.15	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00289457	3/20/2025	7,554.55	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00289458	3/20/2025	2,234.05	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00289459	3/20/2025	27,326.91	Pacific Landscape Services Inc	
Supplier Payment	EFT	EFT-00289460	3/20/2025	295,018.96	Del Sol Inc	
Supplier Payment	EFT	EFT-00289461	3/20/2025	2,847.95	PumpTech Holdings, LLC	
Supplier Payment	EFT	EFT-00289462	3/20/2025	6,460.00	IXP Corporation	
Supplier Payment	EFT	EFT-00289463	3/20/2025	578.61	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00291359	3/25/2025	33,532.44	IAFF Local #452	
Supplier Payment	EFT	EFT-00291360	3/25/2025	12,416.94	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00291361	3/25/2025	20,522.86	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00291362	3/25/2025	125.47	Legal Shield	
Supplier Payment	EFT	EFT-00291363	3/25/2025	970.02	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00291483	3/27/2025	10,666.81	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00291484	3/27/2025	25,255.63	Council for the Homeless	
Supplier Payment	EFT	EFT-00291485	3/27/2025	1,680.00	City Electric Co of WA	
Supplier Payment	EFT	EFT-00291486	3/27/2025	2,270.99	Curtis Miller	
Supplier Payment	EFT	EFT-00291487	3/27/2025	25,616.00	Clark EMS Physicians, LLC	
Supplier Payment	EFT	EFT-00291488	3/27/2025	2,190.31	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00291489	3/27/2025	16,266.54	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00291490	3/27/2025	495.00	Jasmine Alayadhi	
Supplier Payment	EFT	EFT-00291491	3/27/2025	7,500.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00291492	3/27/2025	464,998.82	Nutter Corporation	
Supplier Payment	EFT	EFT-00291493	3/27/2025	2,140.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00291494	3/27/2025	2,000.08	Vertex Contracting LLC	
Supplier Payment	EFT	EFT-00291495	3/27/2025	714.00	Pacifica Law Group LLP	
Supplier Payment	EFT	EFT-00291496	3/27/2025	12,140.35	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00291497	3/27/2025	9,692.89	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00291498	3/27/2025	364,548.78	F.D. Thomas, Inc.	
Supplier Payment	EFT	EFT-00291499	3/27/2025	1,519.00	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00291500	3/27/2025	9,168.27	Rotschy Inc	
Supplier Payment	EFT	EFT-00291501	3/27/2025	38,067.98	Stellar J Corporation	
Supplier Payment	EFT	EFT-00291502	3/27/2025	185,122.39	Outsiderinn.org	
Supplier Payment	EFT	EFT-00291503	3/27/2025	7,248.80	Tierra Right of Way Services LTD	
Supplier Payment	EFT	EFT-00291504	3/27/2025	4,602.00	One Way Trigger LLC	
Supplier Payment	EFT	EFT-00291505	3/27/2025	2,545.21	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00291506	3/27/2025	8,222.00	EGM, Inc.	
Supplier Payment	EFT	EFT-00291507	3/27/2025	9,116.24	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00291508	3/27/2025	13,886.16	Clean Earth Environmental Solutions Inc.	
Supplier Payment	EFT	EFT-00291509	3/27/2025	15,364.26	Work Right NW	
Supplier Payment	EFT	EFT-00291510	3/27/2025	77,723.15	Construction Services Group, Inc.	
Supplier Payment	EFT	EFT-00291511	3/27/2025	32.18	BCE Engineers, Inc.	
Supplier Payment	EFT	EFT-00291512	3/27/2025	3,744.89	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00291513	3/27/2025	68,056.86	Live Love Outreach	
Supplier Payment	EFT	EFT-00291514	3/27/2025	2,878.76	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00291515	3/27/2025	24,175.17	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	EFT	EFT-00291516	3/27/2025	80,955.02	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00291517	3/27/2025	4,896.94	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00291518	3/27/2025	57,837.39	YWCA Clark County	
Supplier Payment	EFT	EFT-00291519	3/27/2025	366,818.49	Capture Energy, LLC	
Supplier Payment	EFT	EFT-00291520	3/27/2025	548.38	Branlo Enterprises, LLC	
Supplier Payment	EFT	EFT-00291521	3/27/2025	40,595.48	Metro Overhead Door Inc	
Supplier Payment	EFT	EFT-00291522	3/27/2025	155,728.88	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00291523	3/27/2025	32,933.75	Share	
Supplier Payment	EFT	EFT-00291524	3/27/2025	38.38	Ziply Fiber	
Supplier Payment	EFT	EFT-00291525	3/27/2025	573,146.20	Colf Construction LLC	
Supplier Payment	EFT	EFT-00291526	3/27/2025	105.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00291527	3/27/2025	3,500.00	TiE Oregon	
Supplier Payment	EFT	EFT-00291528	3/27/2025	21,104.41	Conсор North America Inc	
Supplier Payment	EFT	EFT-00291529	3/27/2025	950.00	Atlas Technical Consultants LLC	
Supplier Payment	EFT	EFT-00291530	3/27/2025	369.58	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00291531	3/27/2025	1,961.57	Peak Environmental LLC	
Supplier Payment	EFT	EFT-00291532	3/27/2025	250.00	Vancouver National Historic Reserve Trust	
Supplier Payment	EFT	EFT-00291533	3/27/2025	65,162.70	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00291534	3/27/2025	3,724.25	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
			EFT	7,971,749.77		
Supplier Payment	Manual Wire		3/7/2025	222.80	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	Manual Wire		3/10/2025	24,126.65	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		3/10/2025	6,160.27	Washington SDU	
Supplier Payment	Manual Wire		3/10/2025	34,192.50	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		3/10/2025	29,000.00	Washington State Firefighters	
Supplier Payment	Manual Wire		3/10/2025	586.00	Oregon SDU	
Supplier Payment	Manual Wire		3/10/2025	348,556.06	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		3/10/2025	69,806.12	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		3/10/2025	402,156.53	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		3/10/2025	171.47	Keybank National Association	
Supplier Payment	Manual Wire		3/11/2025	187.00	Colorado Department of Revenue	
Supplier Payment	Manual Wire		3/11/2025	1,242,151.49	Internal Revenue Service	
Supplier Payment	Manual Wire		3/12/2025	46,515.37	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		3/13/2025	23,339.26	United States Postal Service	
Supplier Payment	Manual Wire		3/13/2025	16,822.25	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		3/13/2025	919,790.34	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		3/13/2025	236,527.44	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		3/13/2025	27,805.90	Washington Dental Service	
Procurement Card Payment	Manual Wire		3/13/2025	756,822.91	CoV JPM Procurement Card	
Supplier Payment	Manual Wire		3/14/2025	73,603.28	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		3/17/2025	1,151.55	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		3/17/2025	149.15	Bank Of America N.A.	
Supplier Payment	Manual Wire		3/18/2025	3,665.80	Superior, LLC	
Supplier Payment	Manual Wire		3/19/2025	67,828.29	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire		3/19/2025	55,022.21	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		3/19/2025	62,933.82	Paymentus Corporation	
Supplier Payment	Manual Wire		3/21/2025	216,871.78	Blue Cross Blue Shield of Oregon	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Manual Wire		3/21/2025	21,478.14	Washington Dental Service	
Supplier Payment	Manual Wire		3/21/2025	121,767.74	Amwins Group, Inc.	
Supplier Payment	Manual Wire		3/21/2025	1,625.64	VSP Vision Care Inc	
Supplier Payment	Manual Wire		3/25/2025	23,990.84	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		3/25/2025	34,245.00	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		3/25/2025	586.00	Oregon SDU	
Supplier Payment	Manual Wire		3/25/2025	6,160.27	Washington SDU	
Supplier Payment	Manual Wire		3/25/2025	342,217.19	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		3/25/2025	28,750.00	Washington State Firefighters	
Supplier Payment	Manual Wire		3/25/2025	69,950.45	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		3/26/2025	370,434.03	State of Washington Department of Revenue	
Supplier Payment	Manual Wire		3/26/2025	187.00	Colorado Department of Revenue	
Supplier Payment	Manual Wire		3/26/2025	1,287,933.00	Internal Revenue Service	
Supplier Payment	Manual Wire		3/27/2025	18,599.80	Washington Dental Service	
Supplier Payment	Manual Wire		3/27/2025	275,928.13	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		3/27/2025	48,479.40	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		3/28/2025	14,155.58	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		3/28/2025	86,871.62	Liberty Mutual Group Inc.	
				Manual Wire	7,419,526.07	
				Checks	5,020,672.05	
				Direct Deposit	15,995.86	
				EFT	7,971,749.77	
			3/17/2025	2,824.79	City Payments	Posted 03-10-25 to 03-16-25
			3/24/2025	5,667.34	City Payments	Posted 03-17-25 to 03-23-25
			3/31/2025	4,322.81	City Payments	Posted 03-24-25 to 03-30-25
				Hansen Total	12,814.94	
			3/17/2025	721.00	Miscellaneous	Parks Class Refunds FCC 03-10-25 to 03-16-25
			3/17/2025	1,195.00	Miscellaneous	Parks Class Refunds MCC 03-10-25 to 03-16-25
			3/24/2025	1,277.75	Miscellaneous	Parks Class Refunds FCC 03-17-25 to 03-23-25
			3/24/2025	680.00	Miscellaneous	Parks Class Refunds MCC 03-17-25 to 03-23-25
			3/24/2025	480.00	Miscellaneous	Parks Class Refunds WREC 03-17-25 to 03-23-25
			3/31/2025	1,806.00	Miscellaneous	Parks Class Refunds FCC 03-24-25 to 03-30-25
			3/31/2025	2,857.00	Miscellaneous	Parks Class Refunds MCC 03-24-25 to 03-30-25
				VISA Total	9,016.75	
				Payroll Total	8,460,155.96	
				GRAND TOTAL	28,909,931.40	

City of Vancouver
Payroll Council Report
March 10, 2025 - March 30, 2025

Check No.	Date	Explanation	Amount
2702 - 2721	03/10/25	March 10 Payroll	\$ 7,215.99
287430 - 289321	03/10/25	March 10 Direct Deposits	\$ 4,117,612.77
2722 - 2740	03/25/25	March 25 Payroll	\$ 6,128.16
289465 - 291357	03/25/25	March 25 Direct Deposits	\$ 4,267,345.26
2741 - 2747	03/31/25	03 2025 Pension Payroll	\$ 11,162.23
291364 - 291405	03/31/25	03 2025 Pension Direct Deposits	\$ 50,691.55

\$ 8,460,155.96