

City Council Meeting Agenda July 14, 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. July 14, 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 July 14, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on July 14, 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: 4:00-6:00 p.m.

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

Federal Update and Legislative Agenda

(Approximately 30 minutes)

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

Comprehensive Plan Update

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

Rebecca Kennedy, Deputy Community Development Director, Meredith Herbst, Planner,
rebecca.kennedy@cityofvancouver.us, meredith.herbst@cityofvancouver.us

Green Building Policy

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

Rebecca Small, Senior Policy Analyst, Chad Eiken, Community Development Director, Chim Chune Ko, Principal Project Manager, rebecca.small@cityofvancouver.us, chad.eiken@cityofvancouver.us, ChimChune.Ko@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

Special Presentations

2024 WSDOT / FHWA Excellence Director's Award

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. RCW 42.17A.555 and City Council Policy 100-32 prohibit the use of public facilities to support or oppose any ballot measure, or to support or oppose any candidate for elective office. Any violation of these rules could result in a suspension of speaking privileges during public comment periods at City Council Meetings for 90 days or longer for multiple offenses.

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. Bid Award - Luepke Center HVAC Replacement - ITB 25-28

Staff Report: 145-25

Request: On Monday, July 14, 2025, award a contract and authorize the City Manager, or designee, to execute a construction contract and any required amendments with JRT Mechanical of Battle Ground, WA for the HVAC Replacement at the Luepke Center at their bid price of \$375,360, which includes Washington State sales tax.

Wyatt Jones, Capital Projects Project Manager, Julia Denton, Senior Procurement Specialist, Wyatt.Jones@cityofvancouver.us, julie.denton@cityofvancouver.us

2. Partial Easement Release - 4000 Columbia House Boulevard

Staff Report: 146-25

Request: On Monday, July 14, 2025, authorize the City Manager, or designee, to sign the attached easement release.

Kris Olinger, Utility Engineering Program Manager, kris.olinger@cityofvancouver.us

3. Easement Release - Parcels 986069268, 986069269, and 49442000

Staff Report: 147-25

Request: On Monday, July 14, 2025, authorize the City Manager, or designee, to sign the attached easement releases.

Kris Olinger, Utility Engineering Program Manager, kris.olinger@cityofvancouver.us

4. Purchase and Sale Agreement - Vancouver Innovation Center Park Parcel

Staff Report: 148-25

Request: On Monday, July 14, 2025, approve the City's acquisition of the Park Property within the Vancouver Innovation Center pursuant to the Purchase and Sale Agreement ("PSA"), and authorize the City Manager, or designee, to finalize, issue, and execute the PSA in substantially the form attached and execute all other documents and related agreements necessary to implement the Purchase and Sale Agreement.

Chim Chune Ko, Principal Project Manager, David Perlick, Director of Parks, Recreation and Cultural Services, ChimChune.Ko@cityofvancouver.us, david.perlick@cityofvancouver.us

5. Professional Service Agreement - Infor Public Sector, Inc. for Cloud Hosting Services

Staff Report: 149-25

Request: On Monday, July 14, 2025, authorize the City Manager, or designee, to enter into professional services agreements with Infor Public Sector, Inc. for cloud hosting services in the amount of \$3,591,012.35, plus tax, and implementation services in the amount of \$1,591,620, plus tax.

Steve Salgado, IT Applications Manager, Patrick Gilbride, IT Director, Steve.Salgado@cityofvancouver.us, patrick.gilbride@cityofvancouver.us

6. Approve New Classifications and Grades/Correction of Existing Grades

Staff Report: 150-25

Request: On Monday, July 14, 2025, authorize the City Manager, or designee, to approve new OPEIU job classifications, correct non-union position pay grades, and make salary changes for OPEIU and non-union employees as necessary, effective July 1, 2025.

Antoinette Gasbarre, Human Resources Director, Antoinette.Gasbarre@cityofvancouver.us

7. Approval of Global Settlement of Workers' Compensation Claims of Gregory Straub

Staff Report: 151-25

Request: On Monday, July 14, 2025, authorize the City Manager, or City Manager's designee, to execute all agreements necessary to complete a global resolution of workers' compensation claims filed by retired Fire Captain Gregory Straub for a total amount of \$335,000.

Dan Lloyd, Assistant City Attorney, dan.lloyd@cityofvancouver.us

8. Flag Design Review Committee Appointments

Staff Report: 152-25

Request: On Monday, appoint Naomi Axelrod, Hector Alejandro Varela-Betancourt, and Zatera Griffin to youth positions on the Flag Design Committee.

Laura Shepard, Communications Director, laura.shepard@cityofvancouver.us

9. Resolution Delegating Authority to City Manager - Accept Certain Grants and Loans

A RESOLUTION delegating authority to the vancouver city manager relating to certain grants and loans.

Staff Report: 153-25

Request: On Monday, July 14, 2025, adopt the resolution delegating authority to the City Manager, or designee, to accept certain grants and loans.

Aaron Lande, Program and Policy Development Manager, Cary Driskell, Assistant City Attorney, aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

10. Resolution to Adopt Funding Awards for Fourth Plain Affordable Homeownership Programs

A RESOLUTION advancing affordable housing; providing for approval of 2025 funding awards for Fourth Plain Affordable Homeownership Programs; and authorizing the City Manager to finalize and execute implementing agreements and other related documents on behalf of the City of Vancouver consistent with the Council-approved Fourth Plain Affordable Homeownership funding awards identified in this Resolution.

Staff Report: 154-25

Request: On Monday, July 14, 2025, adopt a resolution for the proposed 2025 Fourth Plain Affordable Homeownership awards and authorize the City Manager, or designee, to finalize and execute implementing agreements.

Ian Alger, Housing Project Planner, Ian.Alger@cityofvancouver.us

11. Right-of-way Telecommunications Franchise Agreement for Metro Fibernet LLC (Metronet)

AN ORDINANCE relating to management of the public rights-of-way, granting to Metro Fibernet, LLC and its affiliates (“Grantee”), a Nevada limited liability company (collectively “Parties”), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington (“City”), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

Staff Report: 155-25

Request: On Monday, July 14, 2025, advance ordinance on first reading, setting a date for second reading and public hearing on August 18, 2025.

Aaron Lande, Program and Policy Development Manager, Cary Driskell, Assistant City Attorney, aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

12. Approval of Claim Vouchers

Request: Approve claim vouchers for July 14, 2025.

Public Hearings

The following item(s) are scheduled for public hearing. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Unless otherwise announced by the Presiding Officer, speakers are to limit their testimony to three minutes for each public hearing.

13. Right-of-way Telecommunications Franchise Agreement for Flying Bull Internet LLC, d/b/a Novos Fiber and Prime Fiber

AN ORDINANCE relating to management of the public rights-of-way, granting to Flying Bull Internet, LLC d/b/a Novos Fiber, Prime Fiber, LLC, and their affiliates (“Grantee”), a limited liability company (collectively “Parties”), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington (“City”), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

Staff Report: 110-25

Request: On Monday, July 14, 2025, upon second reading and a public hearing, approve the ordinance.

Aaron Lande, Program and Policy Development Manager, Cary Driskell, Assistant City Attorney, aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

14. Adoption of Rental Registration Program Code

AN ORDINANCE of the City of Vancouver relating to the creation of a rental registration program; adopting a new Chapter 5.08 to the Vancouver Municipal Code; enacting new sections VMC 5.08.010, 5.08.020, 5.08.030, 5.08.040, 5.08.050, 5.08.060, 5.08.070, 5.08.080, 5.08.090, 5.08.100, 5.08.110, and 5.08.120; amending VMC 22.01.030; providing for the implementation of the rental registration program; providing for severability; and setting an effective date.

Staff Report: 111-25

Request: On Monday, July 14, 2025, upon second reading and a public hearing, approve the ordinance.

Patrick Quinton, Economic Development Director, Samantha Whitley, Housing Programs Manager, patrick.quinton@cityofvancouver.us, samantha.whitley@cityofvancouver.us

15. Multi-Family Tax Exemption Program Affordable Housing Fee In Lieu Payment Deferral

AN ORDINANCE of the City of Vancouver relating to changes to the City's Multi-Family Housing Tax Exemption (MFTE) Program; adopting an amendment to section 3.22.040, of the Vancouver Municipal Code (VMC); allowing for a deferral of the market rate option affordable housing fee payment, providing for severability, and setting an immediate effective date.

Staff Report: 156-25

Request: On Monday, Monday, July 14, 2025, upon second reading and a public hearing, approve the ordinance.

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

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.

Anyone needing language interpretation services or accommodations with a disability at a Vancouver City Council meeting may contact the City Manager's staff at (360) 487-8600 (RELAY: 711). Assistive listening devices and live Closed Captioning are available for the deaf, hard of hearing and general public use. Please notify a staff person if you wish to use one of the devices. Every attempt at reasonable accommodation will be made. To request this agenda in another format, please also contact the phone numbers listed above.



Federal Affairs Update

David Hodges
Partner
CFM Advocates
July 14, 2025

Joel Rubin
Partner
CFM Advocates



2 | Federal Update

Agenda

- One, Big Beautiful Bill Act
- FY26 Appropriations Update



One Big, Beautiful Bill Act

- Tax Provisions
- Safety Net Provisions
- Infrastructure and Climate Program Rescissions



OBBBA Tax Provisions

- **2017 Tax Cuts and Jobs Act becomes permanent**
 - Individual tax rates
 - Increased standard deduction
 - Higher estate/gift tax exemptions
- **Temporary tax provisions**
 - SALT cap increases to \$40,000 from \$10,000 for incomes under \$500,000 (through 2029)
 - \$6,000 deduction per person for seniors receiving Social Security (for years 2025 to 2028)
 - No taxes on tips (up to \$25,000) or overtime pay (up to \$12,500) (for years 2025 to 2028)
- **Economic Development and/or Housing Tools**
 - New Market Tax Credit made permanent
 - Opportunity Zone programs adjustments
 - Low Income Housing Tax Credit expansion
- **Preserves municipal bond tax-exemption**



OBBBA Safety Net Programs Provisions

- **Medicaid (Apple Health in Washington)**
 - New work requirements (80 hrs/month for adults 19 to 55 without dependents)
 - Provider tax cap reduced from 6% to 4% over four years
- **SNAP (Basic Food in Washington)**
 - Raises age threshold for existing work requirements from 49 to 55 for childless adults
 - States now responsible for reimbursing federal government for benefit errors
- **Impact**
 - More financial and administrative responsibilities shifted to the states



OBBBA Infrastructure and Climate Program Rescissions

- Rescinds \$65 billion of unspent Inflation Reduction Act (IRA) and Infrastructure Investment and Jobs Act (IIJA) funds
 - Clean Energy Initiatives
 - Equity programs such as Neighborhood Access and Equity (NAE) grants rescinds
 - Ends federal EV tax credits and rescinds national charging infrastructure funding
- City of Vancouver Community Connector federal award protected



FY26 Appropriations Update

- City's Submissions
- Current Status
- Outlook



FY26 Appropriations Update

- City's submitted projects
 - \$2 million for Heights District Infrastructure (Murray)
 - \$1 million for Fire Department Emergency Operations Center (Cantwell)
 - \$2 million for Wastewater Lagoon Aeration Blower Replacement and Upgrade (MGP)
- FY26 Appropriations Outlook
 - Short-term Continuing Resolution likely required in October
 - Congress now focusing on appropriations bills
 - Bipartisan agreement necessary



Questions?



davidh@cfmpnw.com
joelr@cfmdc.com





To: City of Vancouver

From: David Hodges and Joel Rubin, CFM Advocates

Re: The “One Big, Beautiful Bill Act” - Updates and Analysis

Overview

On July 4, 2025 President Trump signed into law the “One, Big Beautiful Bill Act,” (OBBBA) a sweeping reconciliation package that advances key elements of his domestic agenda. Reconciliation is a fast-track legislative maneuver which allows certain mandatory spending and tax related provisions to move through the Senate with a simple majority, bypassing the 60-vote threshold typically required to pass legislation in the Senate. Congress can only pass one budget reconciliation bill per fiscal year.

The final OBBBA contains substantial changes to tax policy including making permanent the Tax Cut and Jobs Act passed during Trump’s first term that were set to expire this year. On a temporary basis it increases the cap on State and Local Tax (SALT) and provides new deductions for seniors, overtime pay and tips.

The legislation’s policy changes to Medicaid and SNAP (food stamps) include tightening eligibility and adds new work requirements. Changes to provider tax policy many states (including Washington) use to fund their share of Medicaid, along with new rules requiring states to cover the cost of SNAP benefit errors, will shift more of the financial burden for these programs onto states.

The bill also targets clean energy initiatives passed during the Biden Administration through the Inflation Reeducation Act (IRA) and Infrastructure Investment and Jobs Act (IIJA), rescinding billions in unspent funding for climate justice grants, clean transportation and emission reduction.

In addition to the tax and entitlement reforms, OBBBA includes a reduction in the bond financing threshold for Low-Income Housing Tax Credits (LIHTC) from 50% to 25%. This adjustment is expected to expand the number of projects that qualify for the credit.

Below is a summary of specific provisions contained in the final bill that could directly impact the City of Vancouver or have downstream implications.

Tax Policy Changes

OBBBA’s sweeping tax reforms, headlined by the permanent extension of the individual tax provisions from the 2017 Tax Cut and Jobs Act (TCJA), represents the largest long-term driver of revenue loss in the bill. These provisions include lower individual tax rates, doubled standard deduction, and increased estate and gift tax exemptions.

Importantly for cities like Vancouver, the bill preserves the tax-exempt status of municipal bonds, a critical financing tool for local infrastructure, public facilities, and other capital investments. Though there was early speculation that tax-exempt bonds could be restricted to offset revenue



losses, the final legislation maintains this benefit, ensuring continued access to lower-cost borrowing for public projects.

OBBBA includes a series of business tax changes intended to spur investment and simplify compliance. Notable provisions include the reinstatement of 100% bonus depreciation through 2027 for qualified capital investments, allowing businesses to fully and immediately deduct the cost of machinery, equipment, and other eligible property. The bill also makes permanent a lower tax rate on passthrough business income, previously set to expire under the TCJA, and expands deductions for research and development expenses, including allowing for the immediate expensing of certain domestic R&D costs. Additionally, the legislation increases the threshold for businesses required to issue 1099 forms and simplifies reporting requirements for small businesses and sole proprietors.

A notable change that nearly derailed OBBBA due to disagreements among Republicans is the temporary increase of the SALT deduction cap, originally set at \$10,000 under the 2017 TCJA. That cap limited federal tax relief for residents in high-tax states. OBBBA raises the cap to \$40,000 (with a 1% annual increase) through 2029 for filers with income under \$500,000, after which the cap reverts. While this temporarily eases tax burdens for some Vancouver residents, the City's federal agenda calls for full restoration of the SALT deduction as the current extension remains limited in scope and duration.

Additionally, the bill exempts up to \$25,000 in tips and \$12,500 in overtime pay from federal income taxes and creates a temporary standard deduction of up to \$6,000 per person for seniors receiving Social Security between 2025 and 2028.

Safety Net Policy Changes

OBBBA imposes tighter Medicaid eligibility requirements and new work requirements on childless adults aged 19 to 55. These individuals must work or participate in qualifying activities for at least 80 hours per month to maintain their coverage. States that do not comply with the new requirements risk losing a portion of their federal match funding.

The bill further limits how states can fund their share of Medicaid by capping the amount they can raise through special taxes on hospitals and other healthcare providers, known as provider taxes. Currently states can collect up to 6% of a provider's net patient revenue to support their share of Medicaid costs. Beginning in FY26, that cap will gradually decrease to 4% over four years.

For SNAP (food stamps), the bill raises the age threshold for work requirements from 49 to 55 for childless adults, expanding the number of recipients subject to employment or training mandates. While exemptions remain for those who are elderly, disabled, or caring for dependents, critics argue it could result in the loss of coverage for adults who are unable to meet the requirements due to barriers such as unstable housing or mental health conditions. In addition, OBBBA places new financial responsibilities on states by requiring them to repay the federal government for SNAP



benefit overpayments, regardless of whether the errors were caused by recipients or by administrative mistakes.

Collectively, these provisions shift more administrative and financial responsibilities to states, putting additional pressure on their budgets to maintain current services.

Infrastructure Policy Changes and Climate Program Rescissions

OBBBA includes approximately \$65 billion in rescissions from previously authorized but unspent federal funds, targeting programs created under the Infrastructure Investment and Jobs Act (IIJA) and the Inflation Reduction Act (IRA). The cuts focus on clean energy, climate resilience, and environmental justice initiatives, many of which were still in the early stages of implementation.

Notably, the bill rescinds unobligated funding for the Neighborhood Access and Equity (NAE) Grant Program, a U.S. Department of Transportation program created under the Inflation Reduction Act designed to address infrastructure disparities in underserved neighborhoods. While similar, this program is different than the Reconnecting Communities Pilot Program (RCPD). The City of Vancouver received an RCPD award in FY24 for the Community Connector project over I-5; that funding remains intact and is not impacted by OBBBA. The legislation also ends the federal \$7,500 tax credit on new EVs and \$4,000 on used EVs on September 30th of this year.

The New Markets Tax Credit (NMTC), a competitively awarded nonrefundable tax credit intended to encourage private capital investment in eligible, low-income communities, is made permanent. This credit encourages private investment in low-income urban and rural communities by allowing investors to receive federal tax credits for equity investments in community development entities. Permanence provides long-term certainty for municipalities seeking to leverage private capital for infrastructure, commercial revitalization, and mixed-use development projects.

The Opportunity Zone program is an economic development tool. The bill establishes a permanent opportunity zone program based on the original structure, but with some modifications. It creates a rolling, 10-year Opportunity Zone designation starting in 2027. It narrows the definition of a low-income community that can be designated as Opportunity Zones to census tracts that have a poverty rate of at least 20% or a median family income that does not exceed 70% of the area median income. A low-income community cannot include any census tract where the median family income is 125% or more of statewide or metropolitan-wide family income. It eliminates the ability for contiguous tracts that are not low-income communities to be designated as Opportunity Zones.

Housing Policy Changes

The bill significantly expands the Low-Income Housing Tax Credit (LIHTC). Starting in 2026, the bill permanently increases the state allocation ceiling for the low-income housing tax credit by 12%, and it permanently decreases the threshold for how much of the building must be bond financed



from 50% to 25%. These changes are expected to boost the number of affordable housing units financed nationwide, particularly in high-demand urban areas where municipalities are grappling with rising housing insecurity. Washington, which has faced high demand for these resources, could see increased eligibility for affordable housing developments under the revised threshold.

Long-term Fiscal Impacts.

While OBBBA includes targeted and significant spending cuts, the cost of its tax provisions far exceeds those savings. The nonpartisan Congressional Budget Office (CBO) estimates the bill will increase the federal deficit by \$280 billion annually, reduce federal revenue by over \$3 trillion over the next decade, and add at least \$2.8 trillion to the national debt. The legislation increases the statutory debt limit by \$5 trillion, from \$36.1 trillion to \$41.1 trillion.



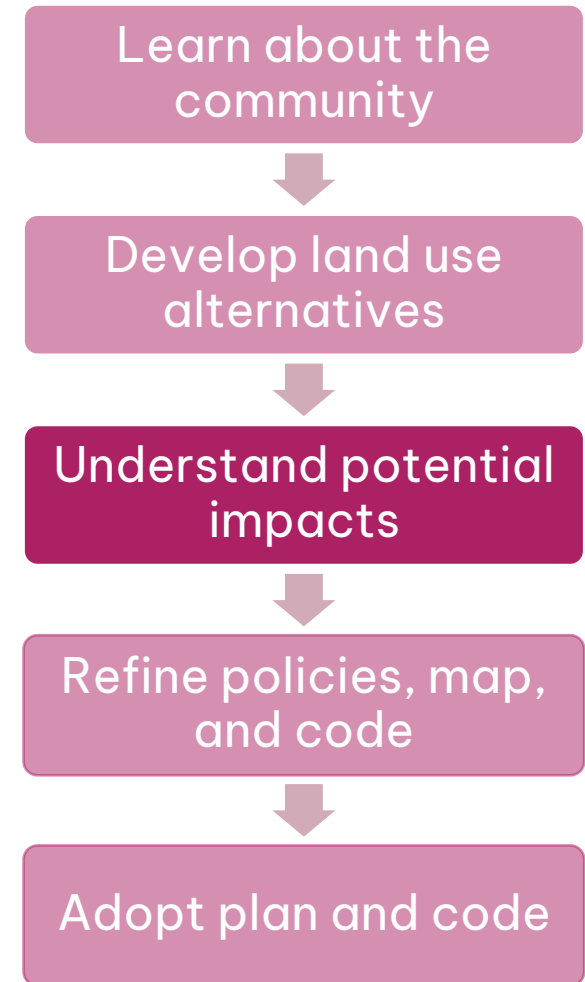
Comprehensive Plan Update Draft EIS Findings Part 1

Rebecca Kennedy (she/her), Deputy Director, Community Development
Meredith Herbst (she/her), Associate Planner, Community Development
Nicole McDermott (she/her), Project Manager/Vice President, WSP

July 14, 2025

Agenda

- **Recap:**
 - Comprehensive Plan
 - Alternatives for Vancouver's growth and development
- **Environmental Impact Statement (EIS) Process**
- **Potential Impacts and Mitigation**
 - Housing
 - Land and Shoreline Use
 - Transportation
 - Air quality, greenhouse gases, and climate
- **Comment Period: July 8 – September 8**
- **Next steps and Discussion**
 - Next Council Workshop: August 4, remaining Draft EIS topics



OUR VANCOUVER Comprehensive Plan

- A guide for the city's growth and development over the next **20 years** (2025-2045).

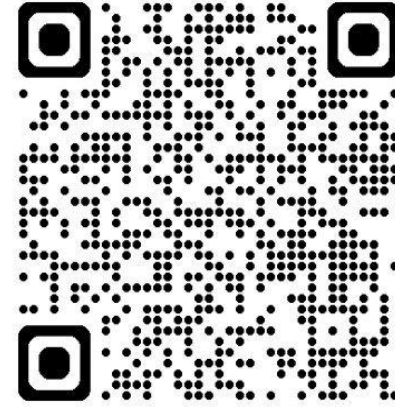
	2024	Growth	2045 Targets
Population	~200,000	+ 81,000	~281,000
Housing Units	~86,000	+ 38,000	~124,000
Jobs	~100,000	+ 43,100	~143,100

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 leading-edge efforts to address climate change.



About the Alternatives



www.beheardvancouver.org/plan2045

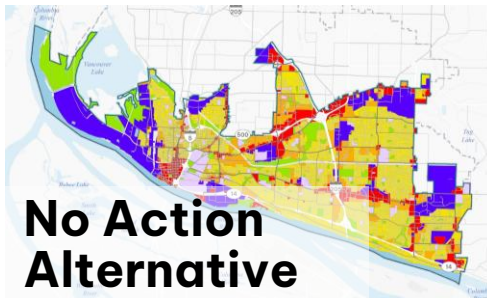
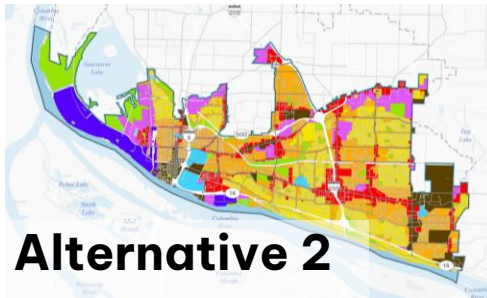
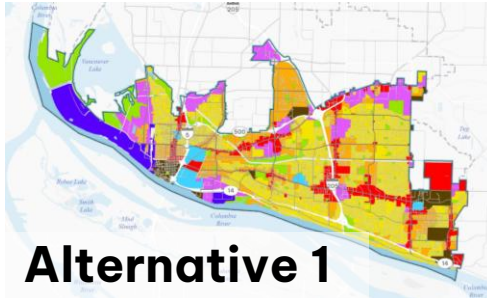
City priorities

State requirements

Community engagement

Existing and anticipated future conditions

Existing plan + automatic State laws



Draft Environmental Impact Statement (Draft EIS)

Public comment period

Preferred Alternative combines features from maps

Goals, Policies, Code

Final EIS

Adopted Plan, Map, and Zoning Code

4



Environmental Impact Statement (EIS)

- Draft EIS describes how each alternative could impact different aspects of the built and natural environment.
- Describes **general** impacts, not super specific, because plan is high-level policy / “nonproject” EIS.
- Required by State.
- Comment period: Jul 8 – Sep 8
- Draft EIS, comments, Council direction, and City policies used to create one preferred alternative.



- **Land and shoreline use**
- **Housing**
- Aesthetics (light and glare)
- Historic and cultural preservation
- **Transportation**
- Noise
- Public services and utilities (emergency services, water, sewer, schools, parks and recreation)
- **Air quality, greenhouse gases, and climate**
- Earth (geological hazard areas, soils, topography)
- Water resources
- Plants and animals

Housing: Potential Impacts

- **All alternatives** would increase the amount and diversity of housing to some extent.

	No Action Alternative	Alternative 1	Alternative 2
Housing targets	Would not meet • Estimated capacity for 29,600 new housing units	Exceeds • Estimated capacity for 45,100 new housing units	Exceeds • Estimated capacity for 50,700 new housing units
Potential for diversity of housing types and affordable housing supply	Lowest	Higher than No Action	Highest



Housing: Mitigation

"Avoidance, Minimization, and Mitigation Measures"

- Alternatives 1 and 2 would be subject to the City's Comprehensive Plan Update goals and policies and proposed revisions to development regulations.
- Potential goals and policies
 - ➔ Enact regulations that allow for and incentivize different types and sizes of housing
 - ➔ Provide more housing that is affordable to households with incomes below the area medium
 - ➔ Facilitate greater access to homeownership
 - ➔ Reduce and mitigate displacement pressures
 - ➔ Allow for innovative and more affordable construction methods
 - ➔ Increase public resources for income-based housing
 - ➔ Implement Housing Action Plan recommendations



Land and Shoreline Use: Potential Impacts

- All alternatives would focus job growth in industrial and mixed-use or commercial areas, which would result in similar average wages.

	No Action Alternative	Alternative 1	Alternative 2
Jobs targets	Would not meet • Estimated capacity for 16,600 new jobs	Exceeds • Estimated capacity for 46,000 new jobs	Exceeds • Estimated capacity for 49,300 new jobs
Commercial displacement potential	Lowest • But fewest new spaces for businesses	Moderate • But more new spaces for businesses than No Action	Similar to Alternative 1 • Most new spaces for businesses



Note: This section of the Draft EIS also includes information about current land use, current shoreline use, population, and social vulnerability.

Land and Shoreline Use: Mitigation

"Avoidance, Minimization, and Mitigation Measures"

- All alternatives would be subject to the requirements in current applicable state, county, and city land and shoreline use laws and policies (e.g., Growth Management Act, Countywide Planning Policies, City Shoreline Master Program & Critical Areas Ordinance, etc.)
- Potential regulations that:
 - Allow for more efficient development patterns / more Connected and Accessible Neighborhoods
 - Allow for a greater mix of uses in more areas
 - Provide buffers between different zoning districts
- Potential goals and policies that support:
 - Retrofits and repurposing of underutilized buildings
 - Infill development and efficient use of currently underutilized lots
 - Protection of environmental resources, critical areas and shoreline
 - Fewer barriers to siting essential services like grocery stores and daycares
 - Affordable commercial space



Transportation: Potential Impacts

- All alternatives would
 - ➔ Increase the total miles traveled by vehicle to some extent.
 - ➔ Result in similar percentages of trips by a particular type of transportation
 - Walking/rolling, biking, by transit, or by vehicle.
 - ➔ Result in similar average distance of trips – about 4 miles.

	No Action Alternative	Alternative 1	Alternative 2
Miles traveled by vehicle	Highest per household • But lowest overall	Lower per household than No Action • But higher overall than No Action	Lowest per household • But highest overall
Traffic on City safety corridors*	Lowest	Higher than No Action	Slightly higher than Alternative 1



*Roads identified for safety-related improvements. Potential impacts vary by specific road.

Transportation: Mitigation

"Avoidance, Minimization, and Mitigation Measures"

- Updates to 6-year Transportation Improvement Program (TIP) and adhere to current Transportation System Plan (TSP) projects
- Potential goals and policies
 - ➔ More multimodal travel options
 - ➔ Locate housing near transit investments and commercial services
 - ➔ Expand community use of the right-of-way
 - ➔ Updated street standards and multimodal level of service standards
 - ➔ Implement Transportation System Plan (TSP) plans, policies and projects



Air quality, greenhouse gases, and climate: Potential Impacts

- **All alternatives would**
 - have similar capacity for new housing units in areas with air pollution exposure risks.
 - have lower emissions than Vancouver does currently.

	No Action Alternative	Alternative 1	Alternative 2
Modeled 2045 emissions	Lowest	Higher than No Action • But still lower than current levels	Slightly higher than Alternative 1 • But still lower than current levels
Potential construction-related air quality impacts	Lowest	Higher than No Action	Slightly higher than Alternative 1



Air quality, greenhouse gases, and climate: Mitigation

"Avoidance, Minimization, and Mitigation Measures"

- Future air pollutant emissions under all alternatives are expected to be lower than existing emissions due to improvements in vehicle technology, stricter fuel and engine regulations, and decarbonization of electricity supply.
- Potential goals and policies
 - ➔ Increase resilience to climate change- community and infrastructure
 - ➔ Expand access to clean energy options and alternative fuel vehicles
 - ➔ Implement land use patterns that reduce congestion and travel distances
 - ➔ Implement Climate Action Framework policies and actions



Comment Period

- **Public comment period from July 8 to September 8**
 - Comments will help create a final map (“preferred alternative”) for Vancouver.
 - Can comment on alternatives, potential impacts, etc.
- Online comment form, plus email, mail, and voicemail
- Updated online StoryMap, with Draft EIS information
- Interactive public meetings (drop-in)
 - Wednesday, July 30 from 4p–7p at Firstenburg
 - Saturday, August 9 from 11a–2p at City Hall
- Virtual sessions (presentation and Q&A)
 - Tuesday, July 22 from 4p–6p via Zoom
 - Monday, August 4 from 11a–1p via Zoom



More information at www.beheardvancouver.org/plan2045

Staff will use

- information in the Draft EIS
- **comments on the Draft EIS and other feedback from engagement**
- City policy priorities (including equity, climate, and safety)
- direction from City Council

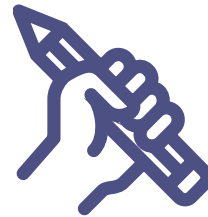
to draft a preferred alternative that **combines the best features** from the different alternatives.

Next Steps and Discussion



Understand potential impacts

- Draft Environmental Impact Statement (Draft EIS)
- **Public comment period (Jul 8 – Sep 8)**



Refine map, policies, & code

- Determine preferred alternative based on Draft EIS findings and comments
- **Drafts of plan, code, and map for public comment**



Adopt plan and code

- Final Environmental Impact Statement (Final EIS)
- City Council adopts plan, code, and map



www.beheardvancouver.org/plan2045 | OurVancouver2045@CityOfVancouver.us



MEMORANDUM

DATE: July 14, 2025

TO: Vancouver City Council

FROM: Lon Pluckhahn, City Manager

RE: **OUR VANCOUVER – Draft Environmental Impact Statement Findings Part 1**

CC: Rebecca Kennedy, Deputy Director, Community Development Department
Meredith Herbst, Associate Planner, Community Development Department

Intent

This is the first City Council workshop on findings from the Draft Environmental Impact Statement (EIS) for the Comprehensive Plan Update, called **OUR VANCOUVER**. In addition to an overview of the EIS process and alternatives, this first workshop will cover the potential impacts of the alternatives on

- Housing,
- Land and shoreline use,
- Transportation and
- Air quality, greenhouse gas emissions, and climate.

The second workshop, scheduled for August 4, 2025, will cover the remaining topics: aesthetics, historic and cultural preservation, noise, public services and utilities, water resources, and plants and animals.

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.

Population growth, demographics, market conditions, and council priorities have shifted significantly since 2011, and it is necessary to re-imagine the existing growth strategy as part of this Comprehensive Plan update cycle. The project team developed two alternatives, previously called land use possibilities, that respond to current needs and reflect the overall plan vision that was established for **OUR VANCOUVER** during the first phase of the project. The Council-endorsed community vision statement reads as follows:

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.

What is an Environmental Impact Statement (EIS), why do we do it, and what does it cover?

The State Environmental Policy Act (SEPA) requires review of how new policies and regulations as well as individual development projects impact the built and natural environment. SEPA review of government actions and decisions on plans, policies and regulations that will govern future development projects are called “nonproject” actions. The **OUR VANCOUVER** Comprehensive Plan Update and associated Title 20 land use code changes constitute a “nonproject” proposal under SEPA, which is typically less detailed than a project-specific SEPA document. The intent of a nonproject EIS is to form the basis for future project-specific environmental reviews and permitting processes. Changes such as the Comprehensive Plan Update and associated Title 20 development code changes, which have the potential for significant adverse impacts to the environment, require the highest level of SEPA review through an EIS process.

A Draft EIS is an informational document that compares land use alternatives and describes the potential impacts and benefits of each alternative, as well as potential ways to avoid, minimize, or mitigate for impacts. Then, community members, government agencies, tribes, and other interested parties are invited to comment on the Draft EIS. These comments, along with direction from elected officials, local priorities, and information provided in the Draft EIS, are then used to develop a single “preferred alternative,” which is analyzed in a Final EIS.

Alternatives for Vancouver’s Growth and Development

The Draft EIS for the **OUR VANCOUVER** Comprehensive Plan Update analyzes the potential environmental effects of three alternatives: a “No Action” Alternative and two “Action” Alternatives.

- **No Action Alternative**
 - Assumes growth and development will occur based on the City’s current Comprehensive Plan and zoning code, plus automatic state law that allows at least 4 to 6 housing units on every single-family residential lot.
- **Alternative 1 and Alternative 2**
 - Assume the Comprehensive Plan Update and zoning code changes would be implemented, including allowing taller and more dense development and a wider range of land use mixes at varying degrees throughout the city.
 - Previously called Land Use Possibility A and Land Use Possibility B, respectively. Now being called Alternative 1 and Alternative 2 to align with SEPA-specific terms and language.

OUR VANCOUVER – Draft Environmental Impact Statement Findings Part 1

July 14, 2025

Page 3 of 8

The alternatives are shown as three different maps. The maps are color-coded by different categories of development designations that differ in scale and allowed uses, called zoning districts. The No Action Alternative keeps the same zoning districts as today, while Alternatives 1 and 2 propose nine new zoning districts (see Figure 1 and Table 1 below).

Figure 1. Proposed new Comprehensive Plan designations and nested zoning districts.

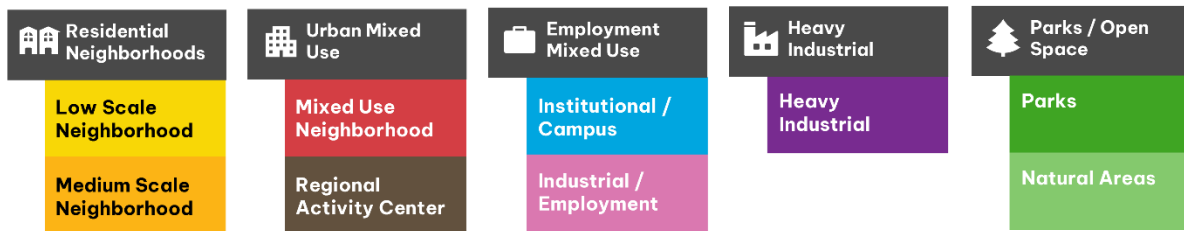


Table 1. Proposed new zoning districts with descriptions and heights.

District	Description	Height
Low-Scale Neighborhood	Focuses on low-scale housing choices, typically with up to 6 units per lot. Any lot would be allowed to have at least four units.	Up to three stories/45 feet maximum
Medium-Scale Neighborhood	Focuses on medium-scale housing choices.	Two to five stories/75 feet maximum
Mixed Use Neighborhood	Provides for a broad range of housing, commercial, and civic/institutional uses.	Three to eight stories/110 feet maximum
Regional Activity Center	Includes lands that offer opportunities for economic, entertainment, civic, and housing needs.	Three stories minimum and no height maximum
Institutional / Campus	Includes lands that support academic, civic, or medical buildings.	Up to 12 stories/150 feet maximum
Industrial / Employment	Includes lands that support large-scale, single-tenant industrial, warehouse and flex space building and smaller, multi-tenant industrial buildings.	Up to 12 stories/150 feet maximum
Heavy Industrial	Includes lands that are currently zoned for heavy industrial uses, such as manufacturing and production.	-
Parks	Includes lands currently zoned as public community and neighborhood parks.	-
Natural Areas	Includes lands currently zoned for greenways and natural areas, which are generally undeveloped	-

District	Description	Height
	lands managed for both natural and ecological value and light-impact recreational use.	

Similarities Among Alternatives

Under all alternatives, growth, development, and change will occur in Vancouver over the next 20 years. The three alternatives have similar amounts and locations of Parks, Natural Areas, Institutional/Campus, and Heavy Industrial land as what exists today. Because of the automatic state requirements, all alternatives allow at least 4 housing units per residential lot, and at least 6 units per residential lot if near transit or if 2 of the units are affordable.

Differences Among Alternatives

While Alternatives 1 and 2 are similar, Table 2 summarizes some of the key differences among the three alternatives.

Table 2. Key differences among the alternatives.

	No Action Alternative: Current Plan	Alternative 1: Possibility A	Alternative 2: Possibility B
Density, Intensity, and Mix of Uses	Lowest	Higher than No Action	Highest
Zoning Districts	New development continues to occur under existing regulations.	More Low-Scale Neighborhood and Industrial / Employment land than Alternative 2	More Regional Activity Center and Medium-Scale Neighborhood land than Alternative 1
State Laws and Community Vision	Does not comply with some State laws, including H.B. 1220.	Complies with State laws and created to help achieve the community vision.	Same as Alternative 1

Potential Impacts

The Draft Environmental Impact Statement (EIS) describes how these different alternatives could affect our built and natural environment. It covers the following environmental topics:

- Land and shoreline use
- Housing
- Aesthetics

OUR VANCOUVER – Draft Environmental Impact Statement Findings Part 1

July 14, 2025

Page 5 of 8

- Historic and cultural preservation
- Transportation
- Noise
- Public services and utilities
- Earth
- Air quality, greenhouse gases, and climate
- Water
- Plants and animals

Some selected findings from the Draft EIS are summarized in Table 3 below.

Table 3. Selected potential impacts of alternatives on the built and natural environment

	No Action Alternative: Current Plan	Alternative 1: Possibility A	Alternative 2: Possibility B
Land and shoreline use, housing	Does not meet City housing or jobs targets	Exceeds City housing and jobs targets	Exceeds City housing and jobs targets
Transportation	Highest potential vehicle miles traveled per household	Lower potential vehicle miles traveled per household than No Action	Lowest potential vehicle miles traveled per household
Public utilities and services	Lowest new demand	Higher new demand than No Action	Highest new demand
Air quality, greenhouse gases, and climate	Lowest modeled total emissions	Higher modeled total emissions than No Action	Slightly higher modeled total emissions than Alternative 1
Water, plants and animals	Lowest potential impacts, but lowest potential for development subject to new environmental protections	Higher potential impacts than No Action, but higher potential for development subject to new environmental protections	Highest potential impacts, but highest potential for development subject to new environmental protections

For additional details on potential impacts, see attachments.

Avoid, Minimize and Mitigate

The full Draft EIS document outlines actions and strategies the City will use to avoid, minimize and mitigate potential impacts.

- **Housing:** includes policies and actions that increase the types and sizes of housing available, provide more housing affordable to people making below the average median income, facilitate greater access to homeownership, mitigate displacement pressures, allow for innovative construction methods, and increase public resources for income-based housing.
- **Land and Shoreline Use:** includes policies and actions that support more efficient development patterns, provide buffers between zoning districts, retrofit and repurpose underutilized buildings, incentivize infill and development on underutilized lots, increase allowances for shared parking, protect critical lands and shorelines, and reduce regulatory barriers to siting essential services like grocery stores and childcare facilities.
- **Transportation:** includes policies and actions that provide more multimodal transit options, locate housing near transit investments and commercial services, expand community uses of the right-of-way, and update street standards to safely move more people in more ways.
- **Air quality, greenhouse gases, and climate:** includes policies and actions that increase resilience to climate change, expand access to clean energy, implement land use patterns that reduce congestion and travel distances for essential services and jobs, expand use of alternative fuel vehicles.

Comment Period

The City is requesting comments on the Draft EIS from community members, agencies, tribes, and other interested parties **between July 8 and September 8, 2025**. The deadline for comments is September 8, 2025, at 11:59 p.m. Comments may be provided via the online comment form, email, postal mail or voicemail.

The public may also provide written comments at the following two interactive public meetings. At these interactive public meetings, community members will be able to learn about the Draft EIS, provide comments, and ask questions to City staff:

- Wednesday, July 30, 2025, 4 p.m. to 7 p.m. at Firstenburg Community Center
- Saturday, August 9, 2025, 11 a.m. to 2 p.m. at City Hall

Additionally, there will be two informational virtual sessions with a presentation and time for Q&A, but comments must be made through one of the above-mentioned methods (online form, email, postal mail, voicemail, or at the July 30 or August 9 public meetings) to be considered as part of the formal Draft EIS comment period.

- Tuesday, July 22, 4 p.m. to 6 p.m. via Zoom
- Monday, August 4, 11 a.m. to 1 p.m. via Zoom

Comments received on the Draft EIS will help the City to develop a Preferred Alternative. The Preferred Alternative will be analyzed in the Final EIS and then presented to the City Council for adoption later this year.

Previous City Council Review

2022

OUR VANCOUVER – Draft Environmental Impact Statement Findings Part 1

July 14, 2025

Page 7 of 8

- April 4, City Council Workshop: Comprehensive Plan - Initiation and Scope Review
- December 19, City Council: Comprehensive Plan – Contract approval

2023

- February 6, City Council Workshop: Comprehensive Plan - Update
- February 27, City Council: Comprehensive Plan – Charter Resolution
- March 20, Joint City Council and Planning Commission Workshop: Comprehensive Plan – Approach to Equity Framework
- June 26, City Council Workshop: Comprehensive Plan - Community Partnership Framework
- July 3, City Council Workshop: Comprehensive Plan - Equity Framework
- October 2, City Council Workshop: Comprehensive Plan - Goals Framework
- December 18, City Council: Comprehensive Plan - Equity, Community Partnership, and Goals Frameworks

2024

- March 4, City Council Workshop: Comprehensive Plan - Land Use Possibilities Methods and Assumptions
- April 1, Joint City Council and Planning Commission Workshop: Comprehensive Plan – Land Use Possibility Mapping Activity
- June 17, City Council Workshop: Comprehensive Plan – Vision Statements, Connected and Accessible Neighborhoods, Community Engagement
- September 9, City Council Workshop: Land Use Possibilities Pt. 1
- September 16, City Council Workshop: Land Use Possibilities Pt. 2
- November 18, City Council Workshop: Updated Code Framework Pt. 1

2025

- February 24, City Council Workshop: Updated Code Framework Pt. 2
- April 7, City Council Workshop: Goals and Policies Pt. 1
- May 12, City Council Workshop: Goals and Policies Pt. 2

Next Steps

- August 4, 2025
 - Workshop with City Council, Draft EIS findings part 2
 - September 2025
 - Continued City Council and Planning Commission review of Draft EIS findings and public comments received, and initial discussions on a potential preferred land use possibility.
- October 2025
 - Refinement of preferred possibility based on Draft EIS findings, public comment, and Council, Planning Commission, and other board and commission feedback.
 - Council endorsement of preferred land use possibility via resolution.
 - Continued review and refinement of plan goals and policies.
- November 2025
 - Public comment draft of Plan, Preferred Land Use Possibility map, and Title 20 development code, and review of these with project working groups, broader community, relevant Boards and Commissions and City Council.

OUR VANCOUVER – Draft Environmental Impact Statement Findings Part 1

July 14, 2025

Page 8 of 8

- Continued community engagement with project partners and working groups, and the broader community.
 - Continued refinement of Plan goals and policies, Title 20 development code, and additional implementation steps.
- Adoption process with Planning Commission and City Council, supported by Final Environmental Impact Statement (Final EIS) findings.

Attachment

- Attachment A – Draft Environmental Impact Statement: Executive Summary
- Attachment B – Draft Environmental Impact Statement: Full Document

Staff Contact

- Rebecca Kennedy (she/her), Deputy Director, Community Development
Rebecca.Kennedy@cityofvancouver.us
- Meredith Herbst (she/her), Associate Planner, Community Development
Meredith.Herbst@cityofvancouver.us

Draft Environmental Impact Statement: Executive Summary

The City is working together with community members to create **OUR VANCOUVER**, a Comprehensive Plan Update that will guide growth and development through 2045. This update is required by state law and must accommodate at least 38,129 new housing units and 43,198 new jobs over the next 20 years to support our growing city's needs.

The State Environmental Policy Act (SEPA) requires the City to study, at a high level, the potential environmental effects of the Comprehensive Plan Update. On July 8, 2025, the City published an environmental report, called a Draft Environmental Impact Statement (EIS), to comply with SEPA and provide community members, government agencies and tribes with information to consider in the decision-making process for the Comprehensive Plan Update. The Draft EIS is available for public comment through September 8, 2025. This executive summary gives an overview of key information from the Draft EIS, how you can comment on the report, and what comes next.

What did the Draft EIS study?

The Draft EIS looked at the potential environmental effects of three future scenarios: a No Action Alternative and two “action” alternatives. The Draft EIS compares the alternatives and describes the potential impacts and benefits of each alternative. Keep reading to learn more about the alternatives or visit beheardvancouver.org/plan2045 to explore larger maps of the alternatives. You can also learn more details about the alternatives in Chapter 2 of the Draft EIS.

No Action Alternative

- The No Action Alternative, required by SEPA, assumes future growth and development would occur under the current Comprehensive Plan and zoning code and no updates to the Plan or zoning code would be made.
- The zoning map would remain the same as it is today, as shown in **Figure 1**. Appendix C of the Draft EIS explains what these zoning districts are and what they allow today.
- Automatic state laws about housing would still take effect: specifically, per new state requirements, most Washington cities now must allow at least 4 housing units per residential lot, and at least 6 units per residential lot if it is near transit or if 2 of the units are affordable to all income levels.
- The No Action Alternative has the lowest levels of density, intensity, and mix of land uses citywide; therefore, the City would not meet its minimum 2045 housing and jobs targets.

Figure 1. No Action Alternative Zoning

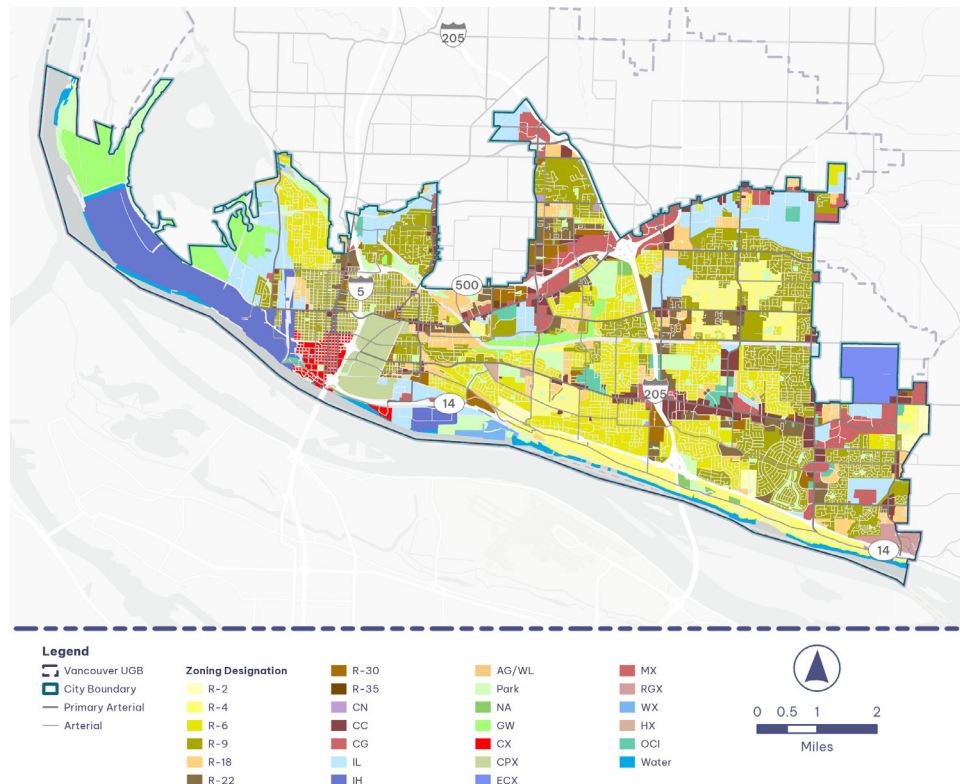
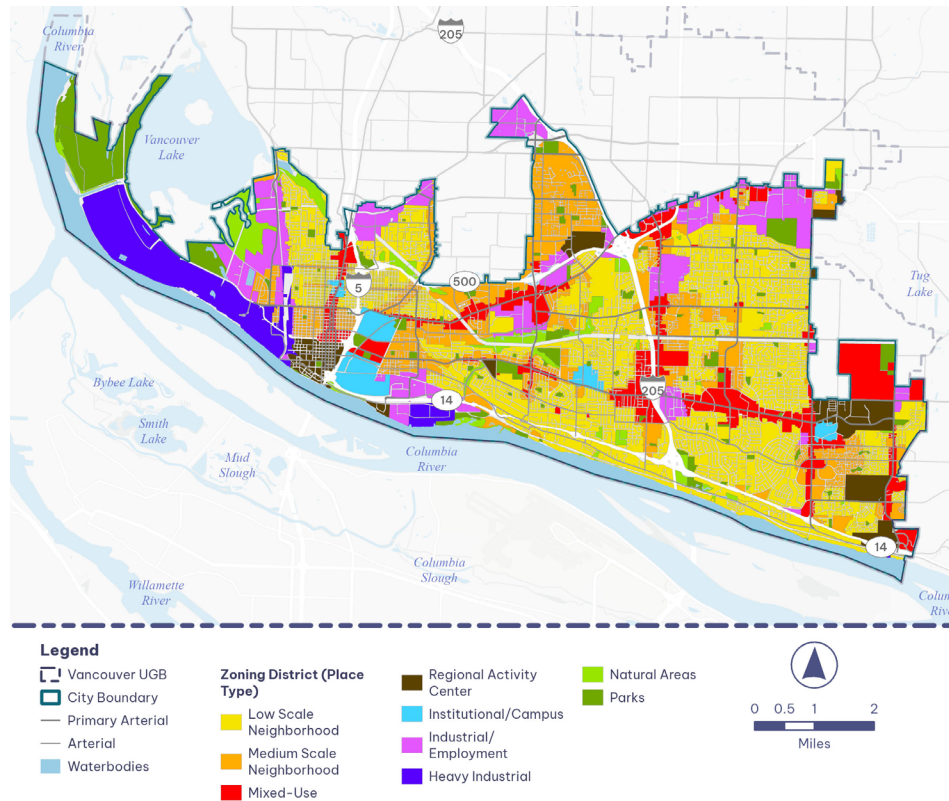


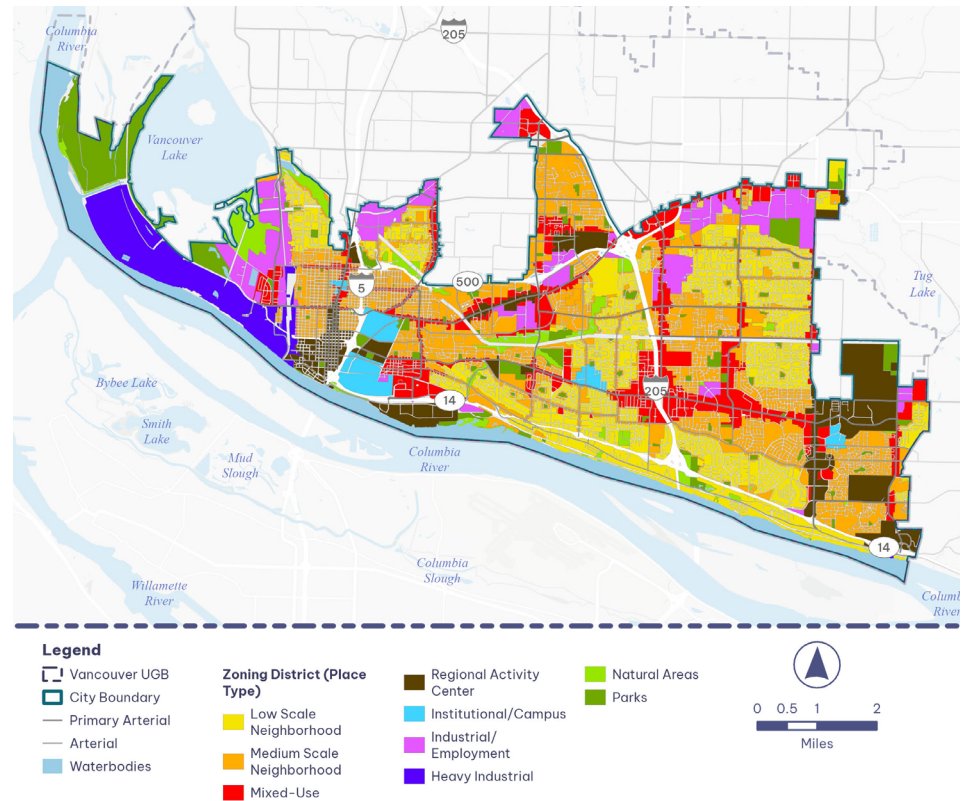
Figure 2. Alternative 1 Proposed Zoning Districts



Alternative 1

- The City would implement the Comprehensive Plan Update, as well as rename and simplify its land use designations and zoning code to focus on a smaller set of zoning districts.
- The zoning map proposes the new zoning districts shown in **Figure 2**.
- More density and greater mixes of land uses would be allowed in more parts of the city than with the No Action Alternative.
- The City would exceed its minimum 2045 housing and jobs targets (estimated room for 45,100 new housing units and 46,000 new jobs).

Figure 3. Alternative 2 Proposed Zoning Districts



Alternative 2

- Similar to Alternative 1, the City would implement the proposed Comprehensive Plan Update and associated changes to the land use designations and zoning code.
- The zoning map includes the new zoning districts shown in **Figure 3**.
- Higher-density development and greater mixes of land uses (e.g., Medium-Scale Neighborhood, Mixed Use, Regional Activity Center) would be allowed in more areas of the city than Alternative 1.
- The City would exceed its minimum 2045 housing and jobs targets by a greater amount than Alternative 1 (estimated room for 50,700 new housing units and 49,300 new jobs).

What do the map colors and zoning districts mean?

The maps are color-coded by different categories of development designations that differ in scale and allowed uses, called zoning districts. The No Action Alternative keeps the same zoning districts as today, while Alternatives 1 and 2 propose simplifying to nine new zoning districts:

- Low-Scale Neighborhood:** Allows up to 6 housing units per parcel and building heights of up to 3 stories (maximum of 45 feet tall).
- Medium-Scale Neighborhood:** Allows a broad range of housing types and building heights of 2 to 5 stories (maximum of 75 feet tall), as well as civic/institutional buildings and some neighborhood commercial activities.
- Mixed-Use Neighborhood:** Allows a broad range of housing, commercial, and civic/institutional use types, with building heights of 3 to 8 stories (maximum of 110 feet tall).
- Regional Activity Center:** Allows opportunities for economic, entertainment, civic, and denser housing needs, with minimum building heights of 3 stories and no maximum building heights.
- Institutional/Campus:** Includes lands that support academic, civic, or medical buildings up to 12 stories (maximum of 150 feet tall) and denser housing types.
- Industrial/Employment:** Includes lands with large-scale, single-tenant industrial, warehouse and flex space buildings, and smaller, multi-tenant industrial buildings ranging from up to 12 stories (maximum of 150 feet tall). No new housing allowed.
- Heavy Industrial:** Includes lands that are currently zoned for heavy industrial uses, such as manufacturing and production, within the city and would remain unchanged from today's zoning regulations. No new housing allowed.
- Parks:** Includes lands currently zoned as public community and neighborhood parks. No housing allowed.
- Natural Areas:** Includes lands currently zoned for greenways and natural areas, which are generally undeveloped lands. No housing allowed.



Explore more detailed maps of the alternatives

BeHeard Vancouver

beheardvancouver.org/plan2045

What do all of the alternatives have in common?

- 1** Growth, development, and change will occur in all areas of Vancouver over the next 20 years.
- 2** Residential neighborhoods would make up about half the City's total land area. Per state law, at least 4 housing units would be allowed per residential lot, and at least 6 units per residential lot if it is near transit or if 2 of the units are affordable.
- 3** All have a similar amount and location of Parks, Natural Areas, Institutional/Campus, and Heavy Industrial lands.

What are the potential effects of the alternatives on our environment?

The table on the following pages summarizes potential differences in impacts between the No Action and Action Alternatives (1 and 2). Alternatives 1 and 2 generally have similar impacts and benefits but to different degrees. Chapters 3, 4, and 5 of the Draft EIS provide more specific details for each alternative, as well as information about current conditions and potential ways to offset those impacts.

Potential Environmental Effects of the Alternatives

Element of the Environment	No Action	Action Alternatives (1 and 2)
Land and Shoreline Use, Housing	- Not consistent with proposed Comprehensive Plan Update and related policies. - Does not meet City housing and jobs growth targets. - Lowest potential for commercial displacement, fewer new spaces for businesses. - Lowest potential for diversity of housing types and affordable housing supply.	- Consistent with proposed Comprehensive Plan Update and related policies. - Exceed City housing and jobs growth targets. Alternative 2 has the highest capacity for new housing and jobs. - Moderate potential for commercial displacement, more new spaces for businesses than No Action. Alternative 2 has the most capacity for new business space. - Higher potential for diversity of housing types and more affordable housing supply than No Action; highest potential under Alternative 2.
Aesthetics	- Some changes to visual setting but overall modest impacts to aesthetics. - Lowest potential for aesthetic improvements from redevelopment of parking lots, vacant lots and structures.	- Moderate potential for larger-scale buildings and associated visual impacts. Slightly higher potential impacts under Alternative 2 than Alternative 1. - Moderate potential for aesthetic improvements from redevelopment of parking lots, vacant lots and structures. Slightly higher potential under Alternative 2 than Alternative 1.
Historic and Cultural Preservation	Lowest potential for disturbance of individual historic/cultural sites and associated impacts.	Moderate potential for disturbance of individual historic/cultural sites and associated impacts under both alternatives.
Transportation	- Lowest increase in total miles traveled by all vehicles each day (called vehicle miles traveled or VMT) on a citywide basis. - Highest VMT per household because of fewer opportunities for mixing housing, services, and businesses. - Generally lowest projected new traffic on roads identified for safety-related improvements.	- Higher total daily citywide VMT than No Action because of expected population growth; slightly higher for Alternative 2 than Alternative 1. - Lower VMT per household than No Action; lowest under Alternative 2 because of a greater mix of housing, services, and businesses that could result in less need for driving. - Higher projected new traffic on roads identified for safety-related improvements than No Action; slightly higher for Alternative 2 than Alternative 1.
Noise	Lowest potential for construction and long-term transportation noise impacts in residential/noise-sensitive areas.	Moderate potential for construction and long-term transportation noise impacts in residential/noise-sensitive areas; slightly higher potential under Alternative 2 than Alternative 1.
Public Services and Utilities	Lowest new demand citywide for public services and utilities, including fire; police; schools; parks and recreation facilities; water, wastewater, and sewer services; energy; and solid waste services.	Higher new demand citywide for public services and utilities than No Action because of expected population growth, with Alternative 2 having higher demand than Alternative 1.
Earth	Lowest potential for ground disturbances, potential erosion, and increases in impervious surfaces (e.g., rooftops, paved areas, compacted soils, etc.).	Higher potential for ground disturbances, potential erosion, and increases in impervious surfaces than No Action, with slightly higher potential under Alternative 2 than Alternative 1.

Potential Environmental Effects of the Alternatives

Element of the Environment	No Action	Action Alternatives (1 and 2)
Air Quality, Greenhouse Gases and Climate	- Lower modeled 2045 air pollutant and greenhouse gas emissions than existing conditions. - Lowest potential for construction-related air quality impacts.	- Lower modeled 2045 emissions than existing conditions; higher modeled emissions than No Action Alternative because of higher modeled VMT. Slightly higher modeled emissions for Alternative 2 than Alternative 1. - Higher potential for construction-related air quality impacts than No Action; slightly higher potential for Alternative 2 than Alternative 1.
Water, Plants and Animals	- Lowest potential for new impervious surfaces and associated runoff. - Lowest potential for impacts to vegetation and habitat areas. - Lowest potential for new development subject to updated Critical Areas regulations protecting ecosystems. - Lowest capacity for new housing units in areas with existing low tree canopy cover.	- Higher potential for new impervious surfaces and associated runoff than No Action, with highest potential under Alternative 2. - Higher potential for impacts to vegetation and habitat areas than No Action, with highest potential under Alternative 2. - Higher potential for new development subject to updated Critical Areas regulations protecting ecosystems, with highest potential under Alternative 2. - Higher capacity for new housing units in areas with existing low tree canopy cover than No Action, with highest capacity under Alternative 2.

How do I comment on the Draft EIS?

- We welcome your comments from now through September 8, 2025 at 11:59 p.m.
- Online** Comment Form (preferred):
www.surveyhero.com/c/VancouverDEIS
- Email** to OurVancouver2045@cityofvancouver.us
- Mail** your comments to:
Attn: Meredith Herbst
City Hall
PO Box 1995
Vancouver, WA 98668
- Leave a voicemail** by calling 360-487-7929.
- Attend a public meeting** and provide written comments.

Public Meeting Dates

EAST VANCOUVER

Wednesday, July 30, 2025
4 p.m. to 7 p.m.

Firstenburg Community Center
Community Room
700 NE 136th Avenue
Vancouver, WA 98684

WEST VANCOUVER

Saturday, August 9, 2025
11 a.m. to 2 p.m.

City Hall
Aspen Room
415 W. 6th Street
Vancouver, WA 98660

Please visit the Be Heard Vancouver website for more information about the public meetings and other informal opportunities to review and discuss the Draft EIS with City staff: www.beheardvancouver.org/plan2045

What's Next?

Fall 2025

Create a Preferred Alternative, Plan, and Development Regulations. Based on the environmental report, input from community members, City policy priorities, and direction from City Council, a final zoning map, called the preferred alternative, will be created that combines features from Alternatives 1 and 2. At this time, you'll have the opportunity to comment on the draft plan and development regulations.

Winter 2025 and beyond

Final Environmental Impact Statement. The City will study the potential impacts of the preferred alternative and summarize it in a final environmental report, called a Final EIS. In the Final EIS, staff will respond to the comments provided during the Draft EIS comment period by theme.

Consideration by City Council. The final Comprehensive Plan Update, zoning map, and development regulations will be presented to the City Council for adoption.

After adoption of the Comprehensive Plan Update, individual development proposals will be required to obtain applicable permits and conduct additional SEPA review as required by City and state law.

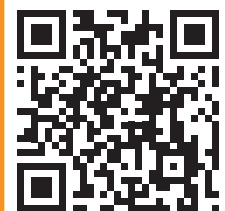
Questions? Please reach out to us at

OurVancouver2045@cityofvancouver.us

To request translations or accommodations for mobility, visual, hearing, written, or other needs, please contact us at 360-487-7937 or OurVancouver2045@cityofvancouver.us



Download the full Draft EIS
at the [BeHeard Vancouver](https://beheardvancouver.org)
website.





OUR VANCOUVER

OUR FUTURE 2045

State Environmental Policy Act Draft Environmental Impact Statement

July 2025



Si desea obtener información sobre este proyecto traducida al español, sírvase llamar al 360-487-7937.

Nếu quý vị muốn thông tin về dự án này được dịch sang tiếng Việt, xin gọi 360-487-7937.

Если вы хотите чтобы информация об этом проекте была переведена на русский язык, пожалуйста, звоните по телефону 360-487-7937.

For Americans with Disabilities Act or Civil Rights Title VI accommodations, translation/ interpretation services, or more information call 360-487-7937 or Relay 7-1-1.

July 8, 2025

Subject: **OUR VANCOUVER** Comprehensive Plan Update Draft Environmental Impact Statement

Dear Community Members,

The City of Vancouver invites you to read and comment on the **OUR VANCOUVER** Comprehensive Plan Update State Environmental Policy Act (SEPA) Draft Environmental Impact Statement (EIS). This document is a key part of the City's ongoing process to update its Comprehensive Plan, which will establish a vision that guides our growth and development for the next 20 years, from 2025 to 2045.

The City is required by the Washington State Growth Management Act to adopt an updated comprehensive plan and changes to its zoning code by December 31, 2025. The proposed update will plan for growth of at least 38,129 new housing units and 43,198 new jobs by the year 2045. The proposal would update the City's current land use map, as well as rename and simplify its land use designations and associated zoning code.

This nonproject Draft EIS is an informational document required by SEPA before the City can move forward with updates to the Comprehensive Plan. The Draft EIS provides community members; local, state, and federal government agencies; and tribal governments with qualitative and quantitative information to consider in the decision-making process for the Comprehensive Plan Update.

This Draft EIS reviews the potential impacts and benefits of three future land use alternatives possibilities for the city as a whole:

- **No Action Alternative**, required by SEPA, assumes that the Comprehensive Plan Update and associated changes to the zoning code and development regulations would not be adopted. Future growth and development would occur in line with the current adopted City Comprehensive Plan and development regulations, as well as recent amendments to state law allowing new housing types in single-family zones, which will automatically take effect and override local regulations even if Vancouver does not act. The No Action Alternative would not meet the City's minimum 2045 targets for new housing units and jobs.
- **Alternative 1** assumes the proposed Comprehensive Plan Update and associated changes to the zoning code and development regulations would be implemented, including new zoning districts that allow more dense housing, employment, and activity centers in more areas across the city. Alternative 1 would allow for more dense, mixed-use development

patterns than the No Action Alternative but in fewer areas than Alternative 2. Alternative 1 would exceed the City's minimum 2045 targets for new housing units and jobs.

- **Alternative 2**, like Alternative 1, assumes the proposed Comprehensive Plan Update and associated changes to the zoning code and development regulations would be implemented. Alternative 2 would allow for the highest density, intensity, and mix of uses of all of the alternatives in a greater number of areas of the city than Alternative 1. Alternative 2 would exceed the City's minimum 2045 targets for new housing units and jobs and would provide the highest capacity among the alternatives.

This Draft EIS follows an extended SEPA scoping period held in August through October 2024, which allowed community members, agencies, interested parties, and tribes to review and comment on the environmental topics to be studied. Since then, the City has finalized the descriptions of the alternatives, analyzed their potential environmental impacts and benefits, and developed potential mitigation measures to address impacts, as presented in this Draft EIS.

The comment period for the Draft EIS from July 8 to September 8, 2025, offers the opportunity for community members to review our analysis so far, provide us with missing information, identify inaccurate information, and/or provide input on possible mitigation or alternatives. Please see the Fact Sheet for more information about the comment period dates and how to provide your comments.

For more information about the **OUR VANCOUVER** Comprehensive Plan Update, please visit our website at: <https://www.beheardvancouver.org/plan2045>

If you have any questions about the Draft EIS process, please contact Meredith Herbst, associate planner, at OurVancouver2045@cityofvancouver.us.

Sincerely,



Chad Eiken, AICP
Director, Community Development, City of Vancouver
SEPA Responsible Official

Fact Sheet

Proposal Title

OUR VANCOUVER Comprehensive Plan Update

Proposal Description

The City of Vancouver (City) is proposing to update its Comprehensive Plan, which will establish a vision that guides the entire city's growth and development for the next 20 years, from 2025 to 2045. The City is required by the Washington State Growth Management Act to adopt an updated comprehensive plan and changes to its zoning code by December 31, 2025. The proposed update will plan for growth of at least 38,129 new housing units and 43,198 new jobs by the year 2045. The proposal would update the current land use map, as well as rename and simplify existing land use designations and the associated zoning code. This "non-project" Draft EIS reviews the potential impacts of three future alternatives at a high level for the city as a whole, rather than a detailed analysis of an individual site:

- **No Action Alternative**, required by SEPA, assumes that the Comprehensive Plan Update and associated changes to the zoning code and development regulations would not be adopted. Future growth and development would occur in line with the current adopted City Comprehensive Plan and development regulations, as well as recent amendments to state law allowing new housing types in single-family zones, which will automatically take effect and override local regulations if Vancouver does not act. The No Action Alternative would not meet the City's minimum 2045 targets for new housing units and jobs.
- **Alternative 1** assumes the proposed Comprehensive Plan Update and associated changes to the zoning code and development regulations would be implemented, including new zoning districts that allow more dense housing, employment, and activity centers in more areas across the city. Alternative 1 would allow for more dense, mixed-use development patterns than the No Action Alternative, but in fewer areas than Alternative 2. Alternative 1 would exceed the City's minimum 2045 targets for new housing units and jobs.
- **Alternative 2**, like Alternative 1, assumes the proposed Comprehensive Plan Update and associated changes to the zoning code and development regulations would be implemented. Alternative 2 would allow for the highest density, intensity, and mix of uses of the alternatives in a greater number of areas of the city than Alternative 1. Alternative 2 would exceed the City's minimum 2045 targets for new housing units and jobs and would provide the highest capacity among the alternatives.



Proposal Location

Vancouver city limits

Proposal Proponent and Lead Agency

City of Vancouver Community Development Department
City Hall
PO Box 1995
Vancouver, WA 98668

Proposed Date of Implementation

February 2026

SEPA Responsible Official

Chad Eiken, AICP
Director, Community Development, City of Vancouver
City Hall
PO Box 1995
Vancouver, WA 98668
chad.eiken@cityofvancouver.us
(360) 487-7882

Contact Person

Meredith Herbst
Associate Planner, Community Development, City of Vancouver
City Hall
PO Box 1995
Vancouver, WA 98668
OurVancouver2045@cityofvancouver.us
(360) 487-7937

Permits, Licenses, and Approvals Likely Required for Proposal

Vancouver City Council approval, based on recommendations from the Vancouver Planning Commission, is required to implement the proposal. In addition, all Comprehensive Plan amendments and implementing regulations require a 60-day review by the Washington Department of Commerce and other state agencies. The Regional Transportation Council is also required to certify the Transportation Element of the Comprehensive Plan.

After adoption of the Comprehensive Plan Update, individual development proposals would be required to obtain applicable land use, construction, building, and right-of-way permits and conduct additional SEPA review as required by City and state law.

Authors and Principal Contributors to the EIS

With direction from the City of Vancouver, the following consultant team prepared and/or contributed analysis to this Draft EIS:

- WSP USA (prime consultant): Overall document management; Land and Shoreline Use; Housing; Aesthetics; Historic and Cultural Preservation; Transportation; Noise; Public Services and Utilities; Earth; Air Quality, Greenhouse Gases and Climate; Water; Plants and Animals
- Alta Planning + Design, Inc.: Transportation
- BERK Consulting: Land and Shoreline Use; Housing; Air Quality, Greenhouse Gases and Climate; Plants and Animals
- Design Workshop: Figures and text adapted from the Community Atlas
- ECONorthwest: Land and Shoreline Use, Housing

Date of Issue of Draft EIS

July 8, 2025

Deadline for Comments on the Draft EIS

September 8, 2025, at 11:59 p.m.

How to Provide Comments

Comments may be provided via online comment form, email, postal mail or voicemail.

Online Comment Form (preferred): <https://www.surveyhero.com/c/VancouverDEIS>

Email: OurVancouver2045@cityofvancouver.us

Postal Mail:

Meredith Herbst
City Hall
PO Box 1995
Vancouver, WA 98668

Voicemail: 360-487-7929



Public Meeting Information

The City is hosting two public meetings to allow community members to learn about the Draft EIS, provide comments, and ask questions to City staff:

Wednesday, July 30, 2025, 4 p.m. to 7 p.m.

East Vancouver

Firstenburg Community Center, Community Room

700 NE 136th Avenue, Vancouver, WA 98684

Saturday, August 9, 2025, 11 a.m. to 2 p.m.

West Vancouver

City Hall, Aspen Room

415 W. 6th Street, Vancouver, WA 98660

Please visit the Be Heard Vancouver website for more information about the public meetings and other informal opportunities to review and discuss the Draft EIS with City staff:

<https://www.beheardvancouver.org/plan2045>

Date of Final Action

February 2026

Type and Timing of Additional Environmental Review

After the Draft EIS public comment period, the City will review and respond to comments and determine whether updates to the alternatives and associated environmental analyses are needed. The City will publish a Final EIS that provides comment responses, revises alternatives and analyses as necessary, and identifies a Preferred Alternative. The City anticipates publishing the Final EIS in late 2025.

Location of Related Environmental Documents and Data

Please visit the Be Heard Vancouver website to view related documents and data for the **OUR VANCOUVER** Comprehensive Plan 2045:

<https://www.beheardvancouver.org/plan2045>

Availability/Purchase of Draft EIS

The Draft EIS is available for download on the Be Heard Vancouver website:

<https://www.beheardvancouver.org/plan2045>



Community members may review printed copies of the Draft EIS at the front desk of City Hall, 415 W. 6th Street, Vancouver, WA 98660 by appointment. Please contact Community Development staff at OurVancouver2045@cityofvancouver.us or (360) 487-7937 to request an appointment and/or a printed copy of the document for the cost of production.

Distribution List

Tribes

Chinook Tribe
Confederated Tribes of Grand Ronde
Confederated Tribes of the Warm Springs
Confederated Tribes and Bands of the Yakama Nation
Cowlitz Indian Tribe

Federal Agencies

U.S. Army Corps of Engineers

Washington State Agencies

Washington State Department of Agriculture
Washington State Department of Archaeology and Historic Preservation
Washington State Department of Commerce
Washington State Department of Corrections
Washington State Department of Ecology
Washington State Department of Fish and Wildlife
Washington State Department of Health
Washington State Department of Natural Resources
Washington State Department of Social and Health Services
Washington State Department of Transportation
Washington Energy Facility Site Evaluation Council
Washington State Parks and Recreation Commission

Regional/Other Agencies

Lower Columbia Fish Recovery Board
Port of Vancouver
Puget Sound Partnership
Puget Sound Regional Council
Southwest Washington Regional Transportation Council
Southwest Clean Air Agency



County Agencies

Clark County Community Development Department
Clark County Public Health Department

Cities

City of Battleground
City of Camas

Service Providers

Clark County PUD
Clark Regional Wastewater District
C-TRAN
Evergreen School District
Fort Vancouver Library
TriMet
Vancouver School District

Community Organizations and Businesses

Airport Green	DuBois Park
Arnada	East Mill Plain
Bagley Downs	East Vancouver Business Association
Bella Vista	Edgewood Park
Building Industry Association of Clark County	Ellsworth Springs
Burnt Bridge Creek	Emerald Landing
Burton Ridge	Esther Short
Burton-Evergreen	Evergreen Highlands
Carter Park	Evergreen Shores
Cascade Highlands	Father Blanchet Park
Cascade Southwest	Fircrest
Central Park	First Place
Cimarron	Fisher's Creek
Columbian	Fisher's Landing East
Columbia River	Forest Ridge
Columbia River Economic Development Council	Fourth Plain Forward Business Association
Columbia Riverkeeper	Fourth Plan Village
Countryside Woods	Friends of Clark County
	Fruit Valley
	Green Meadows

Harney Heights
Hough
Hudson's Bay
Identity Clark County
Image
Kevanna Park
Landover-Sharmel
Lewis and Clark Woods
Lincoln
Maplewood
Marrion
Meadow Homes
Mountain View
North Garrison Heights
North Image
Northcrest
Northfield
Northwest
Northwood
Neighborhood Traffic Safety Alliance

Oakbrook
Ogden
Old Evergreen Highway
Oregonian
Parkway East
Riveridge
Riverview
Rose Village
Shumway
Southcliff
Uptown Village Association
Vancouver Business Journal
Vancouver Downtown Association
Vancouver Heights
Village at Fisher's Landing
Walnut Grove
West Minnehaha
Wildwood
Woodland Meadows

Interested Individuals

The distribution list also includes individuals who submitted comments during the scoping period and others who signed up for email updates on the Comprehensive Plan Update.



TABLE OF CONTENTS

Fact Sheet..... v

 Proposal Title v

 Proposal Description v

 Proposal Location..... vi

 Proposal Proponent and Lead Agency vi

 Proposed Date of Implementation vi

 SEPA Responsible Official..... vi

 Contact Person..... vi

 Permits, Licenses, and Approvals Likely Required for Proposal..... vi

 Authors and Principal Contributors to the EIS vii

 Date of Issue of Draft EIS vii

 Deadline for Comments on the Draft EIS..... vii

 How to Provide Comments vii

 Public Meeting Information..... viii

 Date of Final Action viii

 Type and Timing of Additional Environmental Review viii

 Location of Related Environmental Documents and Data..... viii

 Availability/Purchase of Draft EIS viii

Distribution List ix

 Tribes..... ix

 Federal Agencies..... ix

 Washington State Agencies ix

 Regional/Other Agencies..... ix

 County Agencies x

 Cities x

 Service Providers..... x

 Community Organizations and Businesses x



Interested Individuals.....	xi
Abbreviations and Acronyms.....	xix
Chapter 1: Summary.....	1
Description of Proposal, Purpose and Need, and Objectives	1
Proposal Location and Study Area	4
State Environmental Review Process	6
Community and Partner Engagement.....	6
EIS Scoping Process.....	7
Public Comment on Draft EIS.....	8
Final EIS and Next Steps	9
Summary of Description of Alternatives.....	9
Summary of Impacts, Benefits and Mitigation Measures.....	10
Significant Areas of Controversy and Issues to be Resolved.....	14
Benefits and Disadvantages of Delaying Implementation	14
Chapter 2: Alternatives.....	15
Proposal Location and Study Area	15
Description of Alternatives	16
No Action Alternative.....	17
Action Alternatives.....	20
Comparison of Alternatives.....	30
Chapter 3: Built Environment	34
Land and Shoreline Use	34
Methodology	34
Affected Environment.....	36
Potential Impacts	51
Avoidance, Minimization, and Mitigation Measures.....	57
Significant Unavoidable Adverse Impacts	58
Housing	59
Methodology	59

Affected Environment.....	59
Potential Impacts	63
Avoidance, Minimization, and Mitigation Measures.....	69
Significant Unavoidable Adverse Impacts	70
Aesthetics.....	71
Methodology	71
Affected Environment.....	71
Potential Impacts	75
Avoidance, Minimization, and Mitigation Measures.....	77
Significant Unavoidable Adverse Impacts	78
Historic and Cultural Preservation.....	78
Methodology	78
Affected Environment.....	79
Potential Impacts	84
Avoidance, Minimization, and Mitigation Measures.....	87
Significant Unavoidable Adverse Impacts	88
Transportation.....	88
Methodology	88
Affected Environment.....	89
Potential Impacts	96
Avoidance, Minimization, and Mitigation Measures.....	103
Significant Unavoidable Adverse Impacts	106
Noise.....	107
Methodology	107
Affected Environment.....	108
Potential Impacts	110
Avoidance, Minimization, and Mitigation Measures.....	114
Significant Unavoidable Adverse Impacts	114
Public Services and Utilities.....	115

Methodology	115
Affected Environment.....	115
Potential Impacts	128
Avoidance, Minimization, and Mitigation Measures.....	137
Significant Unavoidable Adverse Impacts	142
Chapter 4: Natural Environment.....	143
Earth	143
Methodology	143
Affected Environment.....	143
Potential Impacts	150
Avoidance, Minimization, and Mitigation Measures.....	153
Significant Unavoidable Adverse Impacts	154
Air Quality, Greenhouse Gases and Climate	155
Methodology	155
Affected Environment.....	155
Potential Impacts	166
Avoidance, Minimization, and Mitigation Measures.....	173
Significant Unavoidable Adverse Impacts	175
Water	175
Methodology	175
Affected Environment.....	176
Potential Impacts	179
Avoidance, Minimization, and Mitigation Measures.....	181
Significant Unavoidable Adverse Impacts	182
Plants and Animals	182
Methodology	182
Affected Environment.....	183
Potential Impacts	190
Avoidance, Minimization, and Mitigation Measures.....	192



Significant Unavoidable Adverse Impacts194

Chapter 5: Potential Cumulative Effects195

Chapter 6: References197

Appendix A: Scoping Information.....A-1

Appendix B: Market and Land Capacity Analysis Process MemorandumB-1

Appendix C: Land Use and Zoning Information.....C-1

Tables

Table 1. Summary of Potential Impacts and Benefits by Alternative..... 11

Table 2. Proposed New Comprehensive Plan Designations/Zoning Districts and Allowances and Corresponding Current Comprehensive Plan/Zoning Designations 20

Table 3. Comparison of Acreage of Zoning Districts by Alternative..... 31

Table 4. Comparison of 2045 Estimated Housing and Jobs Capacity by Alternative 32

Table 5. Current Comprehensive Plan Designations and Corresponding Zoning Districts.....37

Table 6. Shoreline Designations, Descriptions, and Allowed Uses..... 41

Table 7. Existing Population Characteristics for Vancouver and Washington State (2023).. 44

Table 8. Average Annual Wages for Job Types and Corresponding Zoning Districts 51

Table 9. Estimated Capacity for New Housing Units in High Displacement Risk Areas..... 64

Table 10. Estimated Capacity for New Housing Units in Connected and Accessible Neighborhoods..... 65

Table 11. National Register of Historic Places Sites in Vancouver 81

Table 12. Modeled Existing and Future Daily Vehicle Miles Traveled in Vancouver..... 98

Table 13. Modeled Existing and Future Mode Split in Vancouver 99

Table 14. Mobility Units Originating from Transportation Analysis Districts as Compared to No Action Alternative in 2045 100

Table 15. Modeled Daily Volume Differences between No Action Alternative and Action Alternatives for Safety Corridors in 2045..... 103

Table 16. Planned Large Capital Transportation Improvement Projects, 2026-2031 104

Table 17. Maximum Washington State Permissible Noise Levels 108

Table 18. Existing Transportation Noise Levels in Vancouver..... 109

Table 19. Vancouver Fire Department Response Times 117

Table 20. EMS Response Times 118

Table 21. Vancouver Police Department Response Times 119

Table 22. Average Student Generation Rates for Vancouver Public Schools (2022) 120



Table 23. Average Student Generation Rates for Evergreen School District (2023–2024)...	121
Table 24. Existing (2025) City Parks and Natural Areas Demand, Inventory, and Need by District (in acres)	124
Table 25. Estimated Number of New Firefighters Needed by Alternative and Area of City ..	130
Table 26. Estimated Number of New Police Officers Needed by Alternative and Area of City	131
Table 27. Future Projected New Students based on New Housing Unit Capacity by Alternative	132
Table 28. Future (2045) City Parks and Natural Areas Demand, Inventory, and Need by District (in acres)	133
Table 29. Projected Park Land Demand by Park Impact Fee District and Alternative (in acres)	134
Table 30. Carbon Monoxide Measured Concentrations in Parts per Billion	157
Table 31. PM ₁₀ Measured Concentrations in Micrograms per Cubic Meter	158
Table 32. PM _{2.5} Measured Concentrations in Micrograms per Cubic Meter	158
Table 33. Ozone Measured Concentrations in Parts per Million.....	159
Table 34. Modeled 2045 Daily Air Pollutant and GHG Emissions from Vehicle Exhaust	168
Table 35. Estimated Capacity for New Housing Units in Areas with High PM _{2.5} Exposure Risk	169
Table 36. Estimated Capacity for New Housing Units in Areas with Ozone Concentration Risk	169
Table 37. Estimated Capacity for New Housing Units and Jobs in Heat Islands.....	170
Table 38. Estimated Capacity for New Housing Units in Areas with Low Existing Tree Canopy Cover.....	191

Figures

Figure 1. Proposed Comprehensive Plan Designations and Associated Zoning Districts.....	4
Figure 2. Proposal Location and Study Area.....	5
Figure 3. Proposal Location and Study Area.....	16
Figure 4. No Action Alternative Comprehensive Plan Designations Map	18
Figure 5. No Action Alternative Zoning Map.....	19
Figure 6. Alternative 1 Proposed Comprehensive Plan Designations Map.....	25
Figure 7. Alternative 1 Proposed Zoning Districts Map	26
Figure 8. Alternative 2 Proposed Comprehensive Plan Designations Map.....	28
Figure 9. Alternative 2 Proposed Zoning Districts Map	29



Figure 10. Centers and Corridors from Current Vancouver Comprehensive Plan 40

Figure 11. Current Shoreline Designations..... 43

Figure 12. Equity Index Map 48

Figure 13. Social Vulnerability Index Map 49

Figure 14. Downtown Vancouver72

Figure 15. East Fourth Plain Boulevard72

Figure 16. Aerial View of SE 164th Avenue and Mill Plain Boulevard Vicinity73

Figure 17. Views of Mt. Hood at Vancouver Lake 74

Figure 18. Federal, State, and County Historic Sites 80

Figure 19. Archaeological Predictive Risk Probability Map 83

Figure 20. Road Classification Map 91

Figure 21. Citywide Locations of Traffic Collisions in 2020 92

Figure 22. Citywide Critical Freight Corridors 93

Figure 23. Existing Citywide Transit and Active Transportation Facilities 95

Figure 24. Active Trip Potential in Clark County by Census Block Group Origin 96

Figure 25. Locations of Transportation Analysis Districts 101

Figure 26. Distribution of Existing Transportation Noise Levels in Vancouver Area.....109

Figure 27. Schools by Type and District Boundaries 122

Figure 28. City Parks by Type and Impact Fee District.....125

Figure 29. Steep Slopes, Gravel Pits, and Mines145

Figure 30. Severe Erosion Hazard Areas146

Figure 31. Landslide Hazard Areas 147

Figure 32. Earthquake Hazards, Liquefaction Areas, and Volcanic Hazard Zones.....149

Figure 33. Radon Exposure Test Levels in Vancouver Area Census Tracts150

Figure 34. PM_{2.5} Exposure Ranking Compared to Other Census Tracts in Washington..... 161

Figure 35. Ozone Exposure Ranking Compared to Other Census Tracts in Washington162

Figure 36. Washington’s Total Greenhouse Gas Emissions 1990–2019163

Figure 37. City of Vancouver 2023 Greenhouse Gas Inventory by Sector164

Figure 38. Heat Exposure Index166

Figure 39. Water Resources 178

Figure 40. Biodiversity Areas and Corridors.....186

Figure 41. Tree Canopy Concentration 189



Abbreviations and Acronyms

Acronym/Abbreviation	Term
ADU	accessory dwelling unit
AMI	area median income
AMR	American Medical Response
ATSDR	Agency for Toxic Substance and Disease Registry
BRT	bus rapid transit
CAO	Critical Areas Ordinance
CDC	Centers for Disease Control
CFP	Capital Facilities Plan
CIP	Capital Improvement Plan
CO	carbon monoxide
CO ₂ e	carbon dioxide equivalent
CPU	Clark Public Utilities
City	City of Vancouver, Washington
dBA	A-weighted decibel
DEQ	Oregon Department of Environmental Quality
DS	Determination of Significance

Acronym/Abbreviation	Term
DOH	Washington Department of Health
Ecology	Washington State Department of Ecology
EDNA	environmental designations for noise abatement
EIS	Environmental Impact Statement
EMS	emergency medical services
EPA	U.S. Environmental Protection Agency
Evergreen SD	Evergreen School District
FEMA	Federal Emergency Management Agency
GHG	greenhouse gas
GMA	Washington State Growth Management Act
H.B.	House Bill
I-5	Interstate 5
I-205	Interstate 205
ITS	intelligent transportation system
LOS	level of service
MOVES5	Motor Vehicle Simulator
NAAQS	National Ambient Air Quality Standards

Acronym/Abbreviation	Term
NFPA	National Fire Protection Association
NO _x	oxides of nitrogen
NRHP	National Register of Historic Places
OFM	Washington State Office of Financial Management
PIF	Park Impact Fee
PM _{2.5}	particulate matter 2.5 microns or less in diameter
PM ₁₀	particulate matter 10 microns or less in diameter
RCW	Revised Code of Washington
RTC	Regional Transportation Council
SEPA	State Environmental Policy Act
SMP	Shoreline Master Program
SR	State Route
SVI	Social Vulnerability Index
TIP	Transportation Improvement Program
TSP	Transportation System Plan
USFWS	U.S. Fish and Wildlife Service
VBLM	Vacant Buildable Lands Model

Acronym/Abbreviation	Term
VFD	Vancouver Fire Department
VMC	Vancouver Municipal Code
VMT	vehicle miles traveled
VPD	Vancouver Police Department
VPRCS	Vancouver Department of Parks, Recreation and Cultural Services
VPS	Vancouver Public School District
WAC	Washington Administrative Code
WDFW	Washington Department of Fish and Wildlife
WSHR	Washington State Heritage Register

Chapter 1: Summary

This chapter provides an overview of the Draft Environmental Impact Statement (EIS) and its major findings, including a description of the proposal; its objectives, purpose and need, and location; the environmental review and public involvement process; a summary of the alternatives evaluated in this EIS; potential impacts and mitigation measures for each alternative; significant areas of controversy and issues to be resolved; and benefits and disadvantages of delaying implementation of the proposal.

Description of Proposal, Purpose and Need, and Objectives

The City of Vancouver, Washington (City) is proposing to update its Comprehensive Plan, which will establish a vision that guides its growth and development for the next 20 years, from 2025 to 2045. Since the last plan update in 2011, Vancouver has experienced substantial growth, as well as demographic, economic and social changes.

Pursuant to Revised Code of Washington (RCW) 36.70A.070, the Washington State Growth Management Act (GMA) requires that all fully planning jurisdictions, including Vancouver, update their adopted comprehensive plans and development regulations every 10 years. The GMA specifies mandatory elements that Washington cities are legally required to integrate into their comprehensive plans. These elements include land use, housing, capital facilities, utilities, transportation, economic development, parks and recreation, and climate change and resiliency. Through its visioning process, the City has elected to include additional elements that are not mandated by state law, including equity and inclusion.

The purpose of the Comprehensive Plan Update is to set the vision and direction for Vancouver for the next 20 years, including a focus on the following key questions:

- What types of services, facilities, and infrastructure will be needed?
- How can we help make Vancouver a healthier community for all people?

Plan Vision Statement

“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 leading-edge efforts to address climate change.”

- How will infrastructure and land use be resilient and responsive to natural disasters, threats and unexpected circumstances?
- How will we provide housing that is affordable and accessible to everyone?
- How will the plan's overall vision and investments inform equitable access to opportunity, employment, and the benefits from those investments?

The City has named the forthcoming comprehensive plan **OUR VANCOUVER** to reflect the process of co-creating the plan with the community. The Comprehensive Plan Update is needed to meet the requirements of the GMA and must be adopted by December 31, 2025. As part of this proposal, the City is currently:

- Conducting a full rewrite of the existing Comprehensive Plan, including changes to all existing elements and the land use map.
- Developing a detailed strategy for implementing the goals, policies, and strategies outlined with the revised plan.
- Modifying the existing zoning code (Title 20 of the Vancouver Municipal Code [VMC]), which regulates the scale, size and location of buildings and uses, to reflect the goals and policies identified in the revised plan.
- Completing the EIS process outlined within the State Environmental Policy Act (SEPA).
- Establishing a process to develop and create the plan with members of the community, and conduct community engagement activities in a method consistent with state law.

The Comprehensive Plan Update will plan for growth of at least 38,129 new housing units and 43,198 new jobs by the year 2045. These minimum growth targets are based on population projections from the Washington State Office of Financial Management (OFM), Clark County, recent trends, state law, and City policy to plan for long-term housing and employment needs.

The proposal would also update the current land use map that guides growth and development under the Comprehensive Plan. The Comprehensive Plan land use designations and associated zoning code would be renamed and simplified to focus on the following zoning districts and as shown on Figure 1:

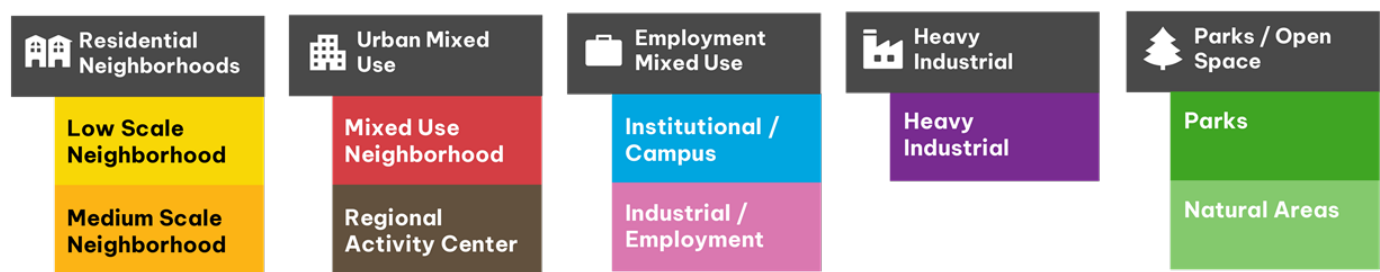
- **Low-Scale Neighborhood:** Focuses on low-scale housing choices, typically with up to six units per parcel and building heights of up to three stories (maximum of 45 feet tall). Any lot would be allowed to have at least four units. Housing types include single-family homes, accessory dwelling buildings, and multifamily residential buildings sometimes referred to as “middle housing,” including duplexes (two-unit structures), townhouses

(attached single-family homes), quadplexes (four-unit structures), and sixplexes. Small-scale commercial activities like cafés, salons, professional services, and restaurants mostly serving the surrounding neighborhood would also be allowed.

- **Medium-Scale Neighborhood:** Provides a broad range of housing types and building heights of 2 to 5 stories (maximum of 75 feet tall). Housing types include all of the types allowed in the Low-Scale Neighborhood plus additional multifamily building types, including courtyard buildings and multifamily mixed-use buildings. Civic/institutional buildings and commercial activities like cafés, restaurants, small offices, and other retail goods would also be allowed.
- **Mixed-Use Neighborhood:** Provides for a broad range of housing, commercial, and civic/institutional use types, with building heights of 3 to 8 stories (maximum of 110 feet tall). Housing types include multifamily buildings at a variety of scales. Commercial or retail uses may include professional offices, medical providers, cafés, restaurants, small grocery stores, markets, and other retail goods.
- **Regional Activity Center:** Includes lands that offer opportunities for economic, entertainment, civic, and housing needs, with minimum building heights of three stories and no maximum building heights. Size and makeup of this zoning district would vary based on location but would typically consist of compact, mixed-use development that maximizes residential, commercial, and open space opportunities. Typical housing options would be mixed-use residential, apartment, mid-rise and podium buildings.
- **Institutional/Campus:** Includes lands that support academic, civic, or medical buildings up to 12 stories (maximum of 150 feet tall). Allowable housing types include townhouses, multifamily, and mid-rise buildings. Buildings for athletic facilities, event spaces, equipment or other accessory uses needed to support an educational, medical, or large institution would also be allowed.
- **Industrial/Employment:** Includes lands with large-scale, single-tenant industrial, warehouse and flex space building and smaller, multi-tenant industrial buildings up to 12 stories (maximum of 150 feet tall). The buildings would be grouped to support and serve one another and to provide opportunities for employment clusters. New housing would not be allowed in this zoning district.
- **Heavy Industrial:** Includes lands that are currently zoned for heavy industrial uses, such as manufacturing and production, within the city and would remain unchanged. New housing would not be allowed in this zoning district.
- **Parks:** Includes lands currently zoned as public community and neighborhood parks. Housing would not be allowed in this zoning district.

- **Natural Areas:** Includes lands currently zoned for greenways and natural areas, which are generally undeveloped lands managed for both natural and ecological value and light-impact recreational use. Housing would not be allowed in this zoning district.

Figure 1. Proposed Comprehensive Plan Designations and Associated Zoning Districts



The proposed zoning code update would allow or require a mixing of uses, depending on the zoning district; emphasize density minimums and building height and parking maximums; and focus on building placement as it relates to the street and building types. A major goal of the zoning code update is to make requirements easier and simpler to understand for residents, developers, homebuilders, and staff, and in turn to reduce costs and barriers to housing production.

Proposal Location and Study Area

The primary study area is all of the Vancouver city limits, as shown in Figure 2. The study area includes areas across the city that have been identified as planned growth centers or corridors.

Figure 2. Proposal Location and Study Area



Source: Clark County n.d.

State Environmental Review Process

This nonproject Draft EIS is an informational document required by SEPA, which is regulated under Washington Administrative Code (WAC) 197-11, before the City can move forward with adopting updates to the Comprehensive Plan. A nonproject EIS covers governmental actions involving decisions on policies, plans or programs, including the adoption or amendment of comprehensive plans, ordinances, rules and regulations. Environmental analysis at the nonproject stage is typically less detailed and is intended to form the basis for future environmental reviews and permitting processes for specific projects.

The Draft EIS provides the public; city, state, and federal government agencies; and tribal governments with qualitative and quantitative information to consider in the decision-making process. It also allows the public, government agencies, interested parties, and tribes to comment on the potential alternatives.

This Draft EIS describes the following:

- Methodology, legal framework and data sources used for the analysis
- Existing conditions (called “affected environment” in this document) of the study area
- A No Action Alternative and two action alternatives
- Potential significant, unavoidable, and adverse impacts
- Potential beneficial outcomes of the alternatives
- Mitigation measures, which are changes or conditions designed to avoid, minimize, or compensate for potential adverse impacts

Community and Partner Engagement

Since early 2023, the City has been engaging in extensive community outreach and engagement to help planners address key questions about housing; land use, development and infrastructure; economic development; equity and opportunity; and climate and environment.

The first year of the process focused on gathering input from the community to identify a collective vision for the future of Vancouver, as well as vision statements for each element of the Comprehensive Plan. The City met community members where they already were and sought to learn what makes them feel connected to **OUR VANCOUVER**. The City also invited a group of community partners to co-create the plan with the City. The City has met regularly with community partners to discuss the needs of the communities they serve and identify with, lending a voice from folks outside the typical planning process. In-language liaisons gathered community input to make sure community members could express their

needs without language barriers. The City also distributed a community survey to learn more about community members' priorities and vision for future growth.

Throughout 2024, the City reviewed how its land is currently used and how it can be used more efficiently to meet the needs of a growing population. The City held community mapping workshops in the spring to help develop a series of land use possibilities, which were later refined into the two action alternatives analyzed in this Draft EIS.

EIS Scoping Process

To start the environmental review process, the City issued a SEPA Determination of Significance (DS), which is a public notice stating that this proposal is likely to have a significant adverse impact on the environment. A DS means the proposal to update the Comprehensive Plan has a reasonable likelihood of negative effects on environmental quality that could be considered more than moderate. For proposals that fall into this category, an EIS is required under state law [RCW 43.21C.030 (2)(c)].

The City published this notice in the SEPA Register and *The Columbian* on July 12, 2024, and on the Be Heard Vancouver website for the Comprehensive Plan Update. The City also provided the notice via an email distribution list consisting of federal, state, and local agencies; tribes; community groups; and other interested parties.

The scoping notice initially requested comments during an expanded comment period of 30 days, which is greater than the SEPA-required 21 days. The comment period was originally scheduled to end on August 12, 2024. In order to provide additional opportunities for review and comment by local agencies and communities, the City extended the scoping comment period to August 23, 2024, and again to September 6, 2024. The City issued a revised scoping notice on October 22, 2024, to clarify proposed future growth levels, the number of alternatives that will be analyzed in the Draft EIS, and the role of desired community outcomes and goals in the Comprehensive Plan Update and SEPA process. The deadline for comments was November 21, 2024. The scoping notices requested comments via postal mail or email.

The notices identified the City's intent to evaluate the No Action Alternative and two to three action alternatives that outline different land use and growth scenarios in specific areas of the City. The notices also identified the following areas for discussion in the EIS in accordance with WAC 197-11-444:

- Land and shoreline use
- Housing
- Aesthetics (including light and glare)

- Historic and cultural resources
- Transportation
- Noise
- Public services and utilities (including emergency services, water, sewer, schools, parks and recreation)
- Earth (geologic hazard areas, soils, topography)
- Air quality, greenhouse gases, and climate
- Water resources
- Plants and animals

The City received eight comments during the two scoping periods covering a wide variety of topics. Appendix A, Scoping Information, provides a more detailed summary of the comments received. None of the comments included objections to the environmental elements identified in the scoping notice. Most of the comments provided detailed input or questions about specific topics of interest, including EIS elements to be studied, analysis methods, and potential mitigation measures. Based on these comments, the City determined that the topics identified in the scoping notice were appropriate and proceeded with the Draft EIS analysis.

Public Comment on Draft EIS

The public comment period for this Draft EIS is from **July 8 to September 8, 2025**. Comments may be provided via the following methods:

- Online Comment Form (preferred): <https://www.surveyhero.com/c/VancouverDEIS>
- Email: OurVancouver2045@cityofvancouver.us
- Postal Mail:
Meredith Herbst
City Hall
PO Box 1995
Vancouver, WA 98668
- Voicemail: 360-487-7929

The City is also hosting two public meetings to allow community members to learn about the Draft EIS, provide comments, and ask questions to City staff:

- **Wednesday, July 30, 2025, 4 p.m. to 7 p.m.**
East Vancouver
Firstenburg Community Center, Community Room

700 NE 136th Avenue
Vancouver, WA 98684

- **Saturday, August 9, 2025, 11 a.m. to 2 p.m.**

West Vancouver
City Hall, Aspen Room
415 W. 6th Street
Vancouver, WA 98660

Please visit the [Be Heard Vancouver website](#) for more information about the public meetings and other informal opportunities to review and discuss the Draft EIS with City staff.

Final EIS and Next Steps

After the public comment period concludes, the City will review the comments received and prepare a Final EIS that responds to comments on the Draft EIS. The Final EIS will describe the potential impacts and benefits of a Preferred Alternative that is within the range of the alternatives studied in the Draft EIS.

After issuance of the Final EIS, the City will submit the draft Comprehensive Plan Update and specific edits to the land use map that reflect the Preferred Alternative for review by the Planning Commission and City Council. The Planning Commission and City Council will hold additional public hearings and work sessions to review and receive further public comment on the details and implementation of the Comprehensive Plan Update. Community members will have additional opportunities to provide comments on the proposed Comprehensive Plan Update and land use and zoning code amendments as part of this process.

Summary of Description of Alternatives

This Draft EIS evaluates the potential impacts and benefits of three alternatives:

- The **No Action Alternative**, required by SEPA, is a future scenario that assumes future growth and development would occur in line with the current adopted City Comprehensive Plan and development regulations, and state statutory requirements that impose a state middle housing model zoning ordinance on local jurisdictions which do not take action to allow middle housing in single-family zones. The new zoning districts proposed for the Comprehensive Plan Update and zoning code would not be adopted. The No Action Alternative is not projected to meet the City's minimum 2045 targets for housing units and jobs because it would allow less dense development than the action alternatives.

- **Alternative 1** is a future scenario that assumes the proposed Comprehensive Plan Update and associated changes to the zoning code and development regulations would be implemented. Although many areas of the city would have similar land use designations under all alternatives, Alternative 1 would generally accommodate more density and greater mixes of land uses than the No Action Alternative but less density and mixes of uses than Alternative 2. The amount of land designated for Regional Activity Centers, Medium-Scale Neighborhoods, and Mixed-Use Neighborhoods would be lower than under Alternative 2. The amount of land designated as Low-Scale Neighborhoods and Industrial/Employment would be higher under Alternative 1 than Alternative 2. Alternative 1 would exceed the City's minimum 2045 targets for housing units and jobs.
- **Alternative 2** is a future scenario that assumes the proposed Comprehensive Plan Update and associated changes to the zoning code and development regulations would be implemented. Although many areas of the city would have similar land use designations under all alternatives, Alternative 2 would provide the most options for higher density, mixed uses in more areas of the city. The amount of land designated as Regional Activity Centers, Medium-Scale Neighborhood, and Mixed-Use Neighborhoods would be the highest of the alternatives. The amount of land designated for Low-Scale Neighborhoods would be the lowest of the alternatives. Alternative 2 would exceed the City's minimum 2045 housing and jobs targets and would have the highest capacity of all the alternatives.

Chapter 2 provides a more detailed description of each alternative, including figures showing their major elements and a comparison of their features.

Summary of Impacts, Benefits and Mitigation Measures

Table 1 summarizes the impacts and benefits of each alternative studied in the EIS, as well as the proposed measures to avoid, minimize, or mitigate adverse impacts.

Table 1. Summary of Potential Impacts and Benefits by Alternative

Element of the Environment	No Action	Alternative 1	Alternative 2
Land and Shoreline Use	• Not consistent with proposed Comprehensive Plan Update and associated policies • Does not meet housing and jobs growth targets • Some potential for land use compatibility issues • Lowest capacity for new jobs; similar average wages for new jobs among all alternatives • Lowest potential for commercial displacement, fewer new spaces for businesses	• Consistent with proposed Comprehensive Plan Update and associated policies • Exceeds housing and jobs growth target • Some potential for land use compatibility issues • Substantially higher capacity for new jobs than No Action; similar average wages for new jobs among all alternatives • Moderate potential for commercial displacement, more new spaces for businesses	• Consistent with proposed Comprehensive Plan Update and associated policies • Exceeds housing and jobs growth target by higher amount than Alternative 1 • Some potential for land use compatibility issues • Highest capacity for new jobs; similar average wages for new jobs among all alternatives • Similar potential for commercial displacement to Alternative 1
Housing	• Lowest capacity for new housing units, does not meet growth targets • Lowest potential for diversity of housing types and affordable housing supply • Highest potential for new housing units in displacement risk areas • Lowest capacity for new housing units in connected and accessible neighborhoods • Least compatible with existing housing plans and policies	• Higher capacity for new housing units, exceeds growth targets • Higher potential for diversity of housing types and affordable housing supply • Lowest potential for new housing units in high displacement risk areas • Higher capacity for new housing units in connected and accessible neighborhoods • Highly compatible with existing housing plans and policies	• Highest capacity for new housing units, exceeds growth targets • Highest potential for diversity of housing types and affordable housing supply • Moderate potential for new housing units in high displacement risk areas • Highest capacity for new housing units in connected and accessible neighborhoods • Similarly compatible with existing housing plans and policies compared to Alternative 1
Aesthetics	• Some changes to visual setting through new development but overall modest impacts to aesthetics • Lowest potential for aesthetic improvements associated with redevelopment of parking lots and vacant lots and structures	• Moderate potential for larger-scale buildings and associated light, glare, shadow and visual impacts compared to No Action • Moderate potential for aesthetic improvements associated with redevelopment of parking lots and vacant lots and structures	• Moderately higher potential for larger-scale buildings and associated light, glare, shadow and visual impacts than Alternative 1 • Highest potential for aesthetic improvements associated with redevelopment of parking lots and vacant lots and structures
Historic and Cultural Preservation	• Lowest potential for disturbance of individual sites and associated impacts to cultural, archaeological and historic resources	• Moderate potential for disturbance of individual sites and associated impacts to cultural, archaeological and historic resources	• Similar potential for disturbance of individual sites and associated impacts to cultural, archaeological and historic resources compared to Alternative 1

Element of the Environment	No Action	Alternative 1	Alternative 2
Transportation	• Lowest total daily citywide vehicle miles traveled (VMT); highest VMT per household • Similar mode split (vehicle/transit/walk/bike) and average trip length for all alternatives • Generally lowest mobility units (person miles per day) • Generally lowest projected new traffic volumes on city safety corridors	• Higher total daily citywide VMT; lower VMT per household than No Action • Similar mode split (vehicle/transit/walk/bike) and average trip length for all alternatives • Generally higher generation of mobility units (person miles per day) • Generally higher projected new traffic volumes on city safety corridors	• Similar total daily citywide VMT to Alternative 1; lowest VMT per household • Similar mode split (vehicle/transit/walk/bike) and average trip length for all alternatives • Generally highest generation of mobility units (person miles per day) • Generally highest projected new traffic volumes on city safety corridors
Noise	• Lowest potential for substantial construction noise impacts in residential/noise-sensitive areas • Lowest potential for increased transportation noise impacts in residential/noise-sensitive areas • Similar capacity for new housing units in areas with high transportation noise for all alternatives	• Moderate potential for substantial construction noise impacts in residential/noise-sensitive areas • Moderate potential for increased transportation noise impacts in residential/noise-sensitive areas • Similar capacity for new housing units in areas with high transportation noise for all alternatives	• Highest potential for substantial construction noise impacts in residential/noise-sensitive areas • Highest potential for increased transportation noise impacts in residential/noise-sensitive areas • Similar capacity for new housing units in areas with high transportation noise for all alternatives
Public Services and Utilities	• Lowest new demand citywide for public services and utilities, including firefighters; police officers; schools; parks and recreation facilities; water, wastewater, and sewer services; energy; and solid waste services • Most new demand projected in Central and East Vancouver	• Higher new demand citywide for public services and utilities, including firefighters; police officers; schools; parks and recreation facilities; water, wastewater, and sewer services; energy; and solid waste services • Similar geographic distribution of new demand for both action alternatives, with lowest new demand projected in West Vancouver and highest new demand projected in East Vancouver	• Highest new demand citywide for public services and utilities, including firefighters; police officers; schools; parks and recreation facilities; water, wastewater, and sewer services; energy; and solid waste services • Similar geographic distribution of new demand for both action alternatives, with lowest new demand projected in West Vancouver and highest new demand projected in East Vancouver
Earth	• Similar consistency with city regulations for geologic hazard areas for all alternatives • Lowest potential for ground disturbances, potential erosion, and increases in impervious surfaces	• Similar consistency with city regulations for geologic hazard areas for all alternatives • Higher potential for ground disturbances, potential erosion, and increases in impervious surfaces	• Similar consistency with city regulations for geologic hazard areas for all alternatives • Similar potential for geologic hazard and erosion risks to Alternative 1. • Greatest potential for ground disturbances and increases in impervious surfaces

Element of the Environment	No Action	Alternative 1	Alternative 2
Air Quality, Greenhouse Gases and Climate	• Lower modeled 2045 air pollutant and greenhouse gas emissions than existing conditions • Similar capacity for new housing units in areas with air pollutant exposure risks for all alternatives • Lowest capacity for new housing units and jobs in heat islands • Lowest potential for construction-related air quality impacts	• Lower modeled 2045 emissions than existing conditions, higher modeled emissions than No Action Alternative • Similar capacity for new housing units in areas with air pollutant exposure risks for all alternatives • Highest capacity for new housing units and moderate capacity for new jobs in heat islands • Higher potential for construction-related air quality impacts	• Lower modeled 2045 emissions than existing conditions, similar modeled 2045 emissions to Alternative 1 • Similar capacity for new housing units in areas with air pollutant exposure risks for all alternatives • Moderate capacity for new housing units and highest capacity for new jobs in heat islands • Highest potential for construction-related air quality impacts
Water	• Lowest potential for new impervious surfaces (e.g. rooftops, pavement) and associated runoff, but lower density could pressure development of more individual sites • Lowest potential for new development subject to updated Critical Areas regulations and stormwater management best practices	• Higher potential for new impervious surfaces and associated runoff • Higher potential for new development subject to updated Critical Areas regulations and stormwater management best practices	• Highest potential for new impervious surfaces and associated runoff • Highest potential for new development subject to updated Critical Areas regulations and stormwater management best practices
Plants and Animals	• Lowest potential for new construction and/or redevelopment and associated impacts to vegetation and habitat areas • Lowest potential for new development subject to updated Critical Areas regulations protecting plants and animals • Lowest capacity for new housing units in areas with existing low tree canopy cover	• Higher potential for new construction and/or redevelopment and associated impacts to vegetation and habitat areas • Higher potential for new development subject to updated Critical Areas regulations protecting plants and animals • Moderate capacity for new housing units in areas with existing low tree canopy cover	• Highest potential for new construction and/or redevelopment and associated impacts to vegetation and habitat areas • Highest potential for new development subject to updated Critical Areas regulations protecting plants and animals • Highest capacity for new housing units in areas with existing low tree canopy cover

Significant Areas of Controversy and Issues to be Resolved

The key issues to be resolved by decision makers regarding the **OUR VANCOUVER** Comprehensive Plan Update proposal include:

- Finalization and adoption of the Comprehensive Plan Update through a public process
- Finalization and adoption of associated land use and zoning code updates
- Development and implementation of policies to address issues regarding:
 - What types of services, facilities, and infrastructure will be needed to support Vancouver's future
 - How to make Vancouver a healthier community for all people
 - How to set up infrastructure and land use to be resilient and responsive to natural disasters, threats and unexpected circumstances
 - How to provide affordable and accessible housing for everyone in a way that is well-integrated with the city's existing built and natural environment
 - How to provide equitable access to opportunity, employment, and the benefits from the plan's investments

Benefits and Disadvantages of Delaying Implementation

If the City does not implement the Comprehensive Plan Update, growth in Vancouver would continue under the current Comprehensive Plan and zoning designations. In single-family neighborhoods, growth would also be enabled by imposition of the state model middle housing ordinance, which by law is applied when cities make no changes to their zoning code. However, this growth would generally not be consistent with GMA requirements to adopt a new Comprehensive Plan and zoning standards to accommodate new 20-year growth forecasts.

Updating the Comprehensive Plan will bring the City up to date with recent changes to state law to address housing and climate needs, land use changes, and population growth projections. The plan update will inform the City's future decisions about land use, housing, public facilities, parks and open space, economic development, historic preservation, community design, and environmental considerations to meet the needs of a growing population.

Chapter 2: Alternatives

This chapter provides a more detailed description of the proposal location, study area, and three alternatives studied in this Draft EIS, including figures showing their major features.

Proposal Location and Study Area

The proposal location and study area consist of lands within Vancouver city limits, as shown in Figure 3.

The study area contains areas across the city that have been identified as existing or planned growth corridors and existing or planned centers of activity.

Many of these areas are linear corridors along arterial streets or transit routes, such as Main Street, Mill Plain Boulevard, Fourth Plain Boulevard, West 39th Street, West 33rd Street, 112th Corridor, Northeast 136th Avenue, Southeast 164th Avenue, and Southeast 192nd Avenue.

Other identified growth nodes include the Port of Vancouver, Fruit Valley, Downtown, Clark College, Vancouver Mall, The Heights, Garrison Square, PeaceHealth, Section 30, Columbia Tech Center, and Vancouver Innovation Center. Slower growth is anticipated outside of these nodes.

Figure 3. Proposal Location and Study Area



Source: Clark County n.d.

Description of Alternatives

This Draft EIS studies the potential effects of the No Action Alternative and two action alternatives, Alternative 1 and Alternative 2, as described in the next subsections.

No Action Alternative

The No Action Alternative, required by SEPA, is a future scenario that assumes future growth and development would occur as allowed under current adopted City Comprehensive Plan and development regulations, and recent amendments to state statutory requirements that contain self-executing provisions.

The No Action Alternative assumes the implementation of House Bill (H.B.) 1110, which generally requires cities of at least 75,000 people to permit “middle housing” of at least four homes per residential lot, and imposes a new state model ordinance permitting middle housing in single-family zones on local jurisdictions that do not adopt their own standards allowing this practice. However, the No Action Alternative does not assume the implementation of other state laws that do not contain self-executing provisions, such as H.B. 1220, which requires planning for and accommodating housing affordable to all economic segments of the population, and H.B. 1337, which requires cities like Vancouver to allow up to two accessory dwelling units (ADUs) on a residential lot, assuming development regulations are met.

Under the No Action Alternative, the Comprehensive Plan land use designations would remain the same as they are today. The Comprehensive Plan Update and associated new zoning code and development regulations would not be adopted, although the state model ordinance permitting middle housing in single-family zones would be imposed in accordance with H.B. 1110.

Figure 4 shows a map of the Comprehensive Plan land designations for the No Action Alternative, and Figure 5 shows a map of the zoning designations for the No Action Alternative. These designations would be the same as the existing Comprehensive Plan and zoning designations. To allow for a comparison between the no action alternative and action alternatives, Table 2 summarizes the proposed future zoning districts and their corresponding current Comprehensive Plan land use and zoning designations. Table 5 in Chapter 3 provides more detailed information about current Comprehensive Plan designations and corresponding zoning designations, which would remain the same under the No Action Alternative.

Figure 4. No Action Alternative Comprehensive Plan Designations Map

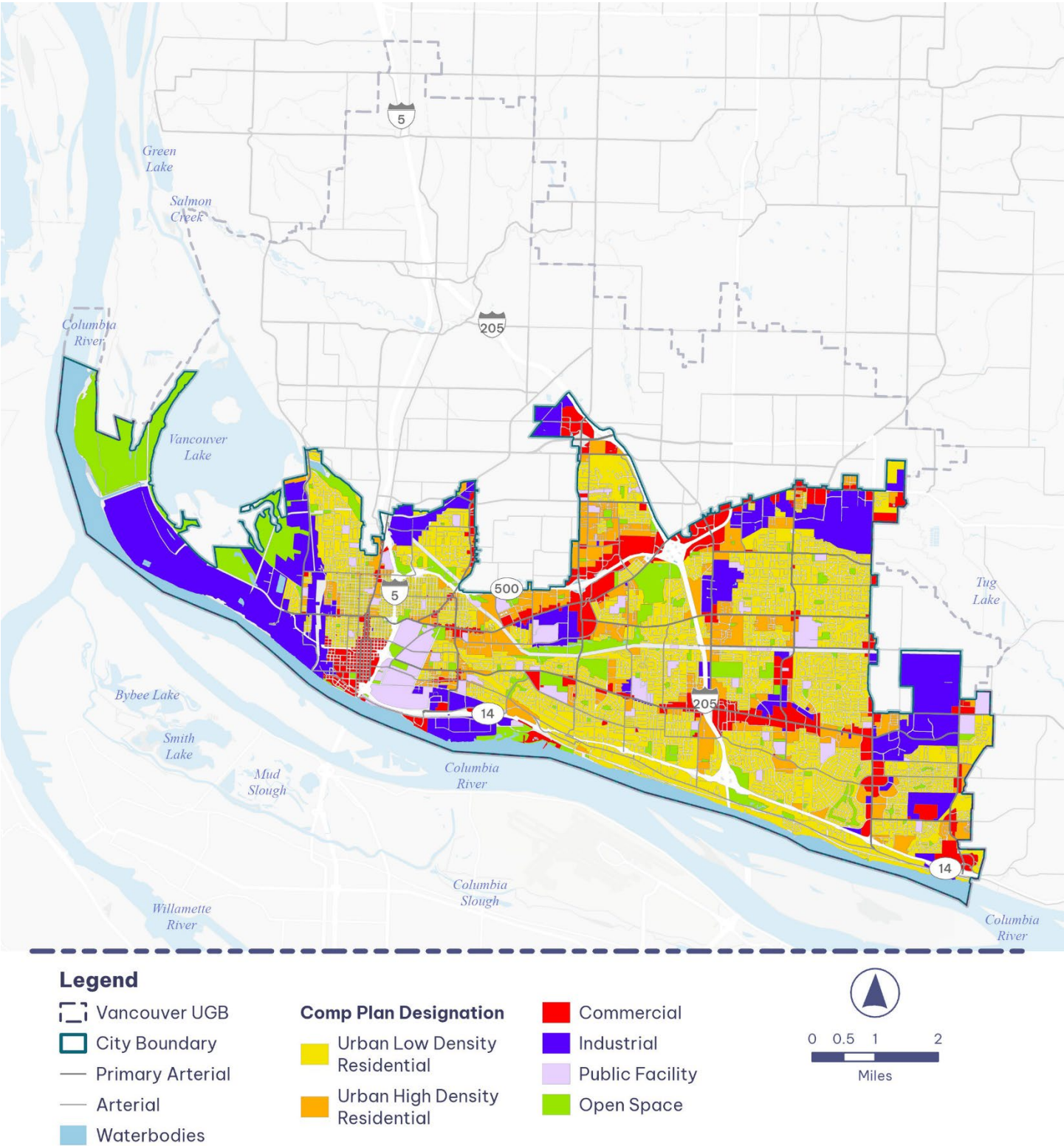
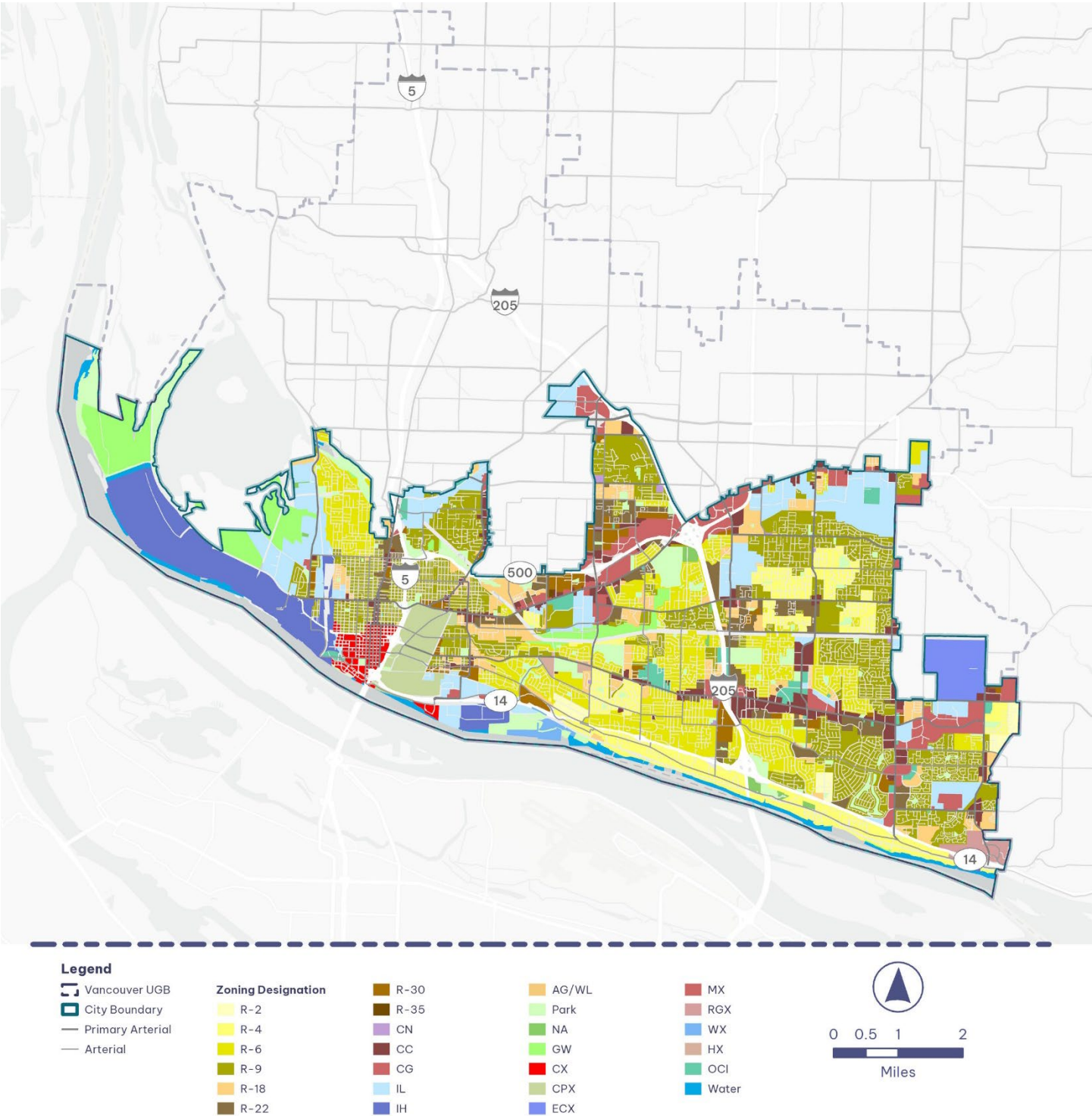


Figure 5. No Action Alternative Zoning Map



The No Action Alternative would have capacity for approximately 29,600 new housing units and 16,600 new jobs citywide by 2045. The No Action Alternative would not meet the GMA requirement to accommodate new 20-year growth forecasts, or the City’s specific 2045 targets of at least 38,129 new housing units and 43,198 new jobs. Refer to Appendix B for the methods and assumptions for forecasting future housing and jobs capacity.

Action Alternatives

Both action alternatives assume that future growth and development would occur in line with the proposed Comprehensive Plan Update and the associated revised zoning code and development regulations. The action alternatives assume implementation of all applicable new state laws that affect comprehensive planning and development processes, including H.B. 1110, H.B. 1220, and H.B. 1337, as described in the No Action Alternative section.

Under both action alternatives, the Comprehensive Plan land use designations and associated zoning code would be updated, renamed, and simplified to a smaller set of zoning districts, as discussed in Chapter 1: Summary and described in Table 2.

The locations and sizes of the proposed zoning districts would differ between the two action alternatives, as would the distribution of new housing units and jobs. Both action alternatives are forecasted to exceed the City’s minimum 2045 targets of at least 38,129 new housing units and 43,198 new jobs.

The following subsections summarize the major features of Alternative 1 and Alternative 2 by area of the city (west, central, and east).

Table 2. Proposed New Comprehensive Plan Designations/Zoning Districts and Allowances and Corresponding Current Comprehensive Plan/Zoning Designations

Proposed New Comprehensive Plan Designation/Zoning District for Action Alternatives	Proposed New Zoning Code Allowances	Corresponding Current and No Action Comprehensive Plan/Zoning Designation
Residential Neighborhoods (Low-Scale Neighborhood)	- Up to six housing units per parcel. - Minimum density of eight units per maximum density. - Building heights up to three stories (maximum of 45 feet tall). - Typical housing types: Single-family homes, townhouses, rowhouses, accessory	Residential Urban Lower Density R-2, R-4, R-6, R-9, R-17

Proposed New Comprehensive Plan Designation/Zoning District for Action Alternatives	Proposed New Zoning Code Allowances	Corresponding Current and No Action Comprehensive Plan/Zoning Designation
	dwelling buildings, duplexes, quadplexes, and sixplexes. • Small-scale commercial activities like cafés, salons, professional services and restaurants mostly serving the surrounding neighborhood.	
Residential Neighborhoods (Medium-Scale Neighborhood)	• Minimum density of 16 units per acre, no maximum density. • Building heights up to five stories (maximum of 75 feet tall). • Low-Scale Neighborhood housing types plus additional multifamily housing types. • Civic/institutional buildings and commercial activities like cafés, restaurants, small offices, and other retail goods.	Residential Urban Higher Density R-18, R-22, R-30, R-35, R-50
Urban Mixed Use (Mixed Use Neighborhood)	• Allows a broad range of housing, civic/institutional, commercial use types. • Minimum density of 32 units/acre, no maximum density. • Building heights of 3 to 8 stories (maximum of 110 feet tall). • Typical housing types: Multifamily buildings at a variety of scales. • May include multiple neighborhoods connected to an activity center by a network of pathways or walkable streets. • Commercial or retail uses may include professional offices, medical providers, cafés, restaurants, small grocery stores, markets, and other retail goods.	Commercial and Mixed Use CC (Community Commercial) CN (Neighborhood Commercial) CG (General Commercial)

Proposed New Comprehensive Plan Designation/Zoning District for Action Alternatives	Proposed New Zoning Code Allowances	Corresponding Current and No Action Comprehensive Plan/Zoning Designation
Urban Mixed Use (Regional Activity Center)	- Includes lands with opportunities for economic, entertainment, civic, and housing needs. - Minimum density of 64 units per acre, no maximum density. - Minimum building heights of three stories, no maximum height. - Typical housing types: mixed-use residential, apartment, mid-rise, and podium buildings. - Size and makeup would vary based on location but would typically consist of compact, mixed-use development that maximizes residential, commercial, and open space opportunities.	Commercial and Mixed Use CX (City Center intensity) ECX (Employment Center Mixed Use) HX (Heights District) MX (Mixed Use) RGX (River Gateway) WX (Waterfront Mixed Use)
Employment Mixed Use (Institutional/Campus)	- Includes lands that support academic, civic, or medical buildings. - Building heights of up to 12 stories (maximum of 150 feet tall). - Allowable housing types: townhouses, apartments, mixed-use residential, and mid-rise buildings. - Buildings for athletic facilities, event spaces, equipment or other accessory uses needed to support an educational, medical, or large institution would also be allowed.	Commercial and Mixed Use CPX (Central Park Mixed Use)
Employment Mixed Use (Industrial/Employment)	- Includes lands typically with large-scale, single-tenant industrial, warehouse and flex space building and smaller, multi-tenant industrial buildings. - Building heights of up to 12 stories (maximum of 150 feet tall).	Industrial OCI (Office-Campus-Industrial) IL (Light Industrial)

Proposed New Comprehensive Plan Designation/Zoning District for Action Alternatives	Proposed New Zoning Code Allowances	Corresponding Current and No Action Comprehensive Plan/Zoning Designation
	• Buildings would be grouped to support and serve one another and to provide opportunities for employment clusters. • New housing not allowed.	
Heavy Industrial (Heavy Industrial)	• Includes lands currently zoned for heavy industrial uses and would remain unchanged. • New housing not allowed.	Industrial HI (Heavy Industrial)
Parks/Open Space (Parks)	• Includes lands currently zoned as public community and neighborhood parks. • Housing not allowed.	Parks/Open Space P (Parks)
Parks/Open Space (Natural Areas)	• Includes lands currently zoned for greenways and natural areas, which are generally undeveloped lands managed for both natural and ecological value and light-impact recreational use. • Housing not allowed.	Parks/Open Space GW (Greenway) NA (Natural Area)

Alternative 1

Alternative 1 would allow greater intensity and density of development in more areas of the city than the No Action Alternative but in fewer areas of the city than Alternative 2. Figure 6 shows the proposed Comprehensive Plan designations map, and Figure 7 shows the proposed zoning map for Alternative 1.

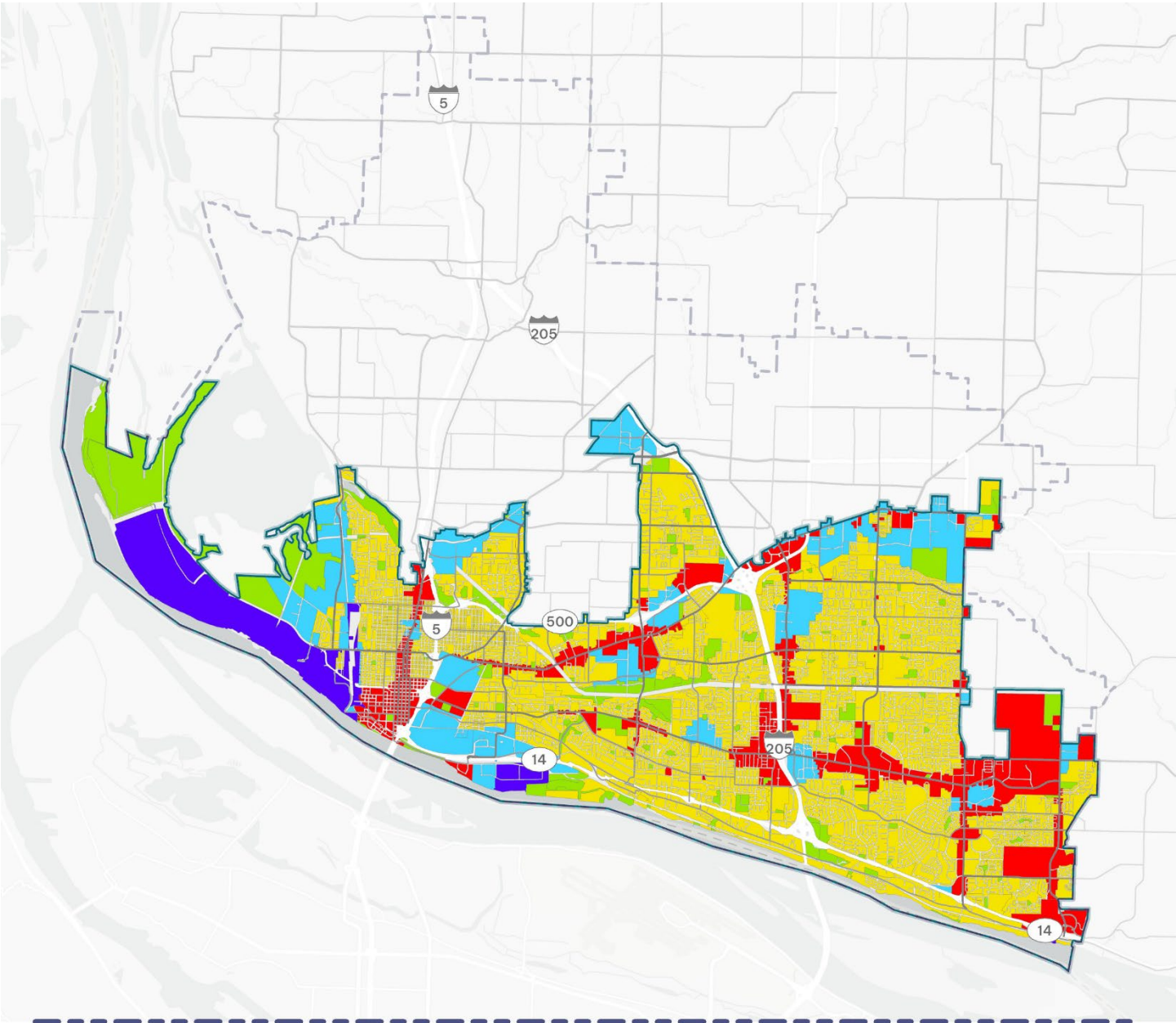
In West Vancouver (western city limits to west of I-5), large areas of Heavy Industrial and Industrial/Employment lands would remain. The existing Commercial areas of downtown Vancouver would be designated as Regional Activity Center, allowing for continued development of housing, office, civic, and entertainment uses. Existing commercial and residential corridors along Main Street would be designated as Mixed-Use Neighborhood. Existing lower-density residential areas just north of downtown Vancouver would be designated as the denser Medium-Scale Neighborhood. Lower-density residential areas north of Fourth Plain Boulevard would be similarly designated as Low-Scale Neighborhood.

In Central Vancouver (between I-5 and I-205), the lower-density residential neighborhoods south of East Mill Plain Boulevard would be similarly designated as Low-Scale Neighborhood. There would be greater areas of denser Mixed-Use and Medium-Scale Neighborhoods along the East Mill Plain Boulevard and Northeast Fourth Plain Boulevard corridors compared to the No Action Alternative. The Vancouver Mall and adjacent areas along Northeast Fourth Plain Boulevard would be rezoned from Commercial to Industrial/Employment and Regional Activity Center, allowing for some potential job growth and denser housing development. Most of the area north of the Vancouver Mall would be designated as Medium-Scale Neighborhood, allowing for denser housing types than under the No Action Alternative.

In East Vancouver (from I-205 east to the eastern city limits), there would be expanded areas of Mixed-Use Neighborhood along Mill Plain Boulevard, 164th Avenue, and 192nd Avenue, which would allow for more housing compared to the Industrial and Commercial designations under the No Action Alternative. The vacant Section 30 site at the far east end of the city would be designated as Mixed-Use Neighborhood, bordered by Regional Activity Center, a change from the largely Industrial designation under the No Action Alternative.

These changes in land use designations would result in a higher capacity for new housing units and jobs than the No Action Alternative but a lower capacity than Alternative 2. Based on market feasibility and redevelopment potential, Alternative 1 would have capacity for approximately 45,100 new housing units and 46,000 new jobs citywide, which exceeds the City's minimum 2045 planning targets. Refer to Appendix B for the methods and assumptions for forecasting future housing and jobs capacity.

Figure 6. Alternative 1 Proposed Comprehensive Plan Designations Map



Legend

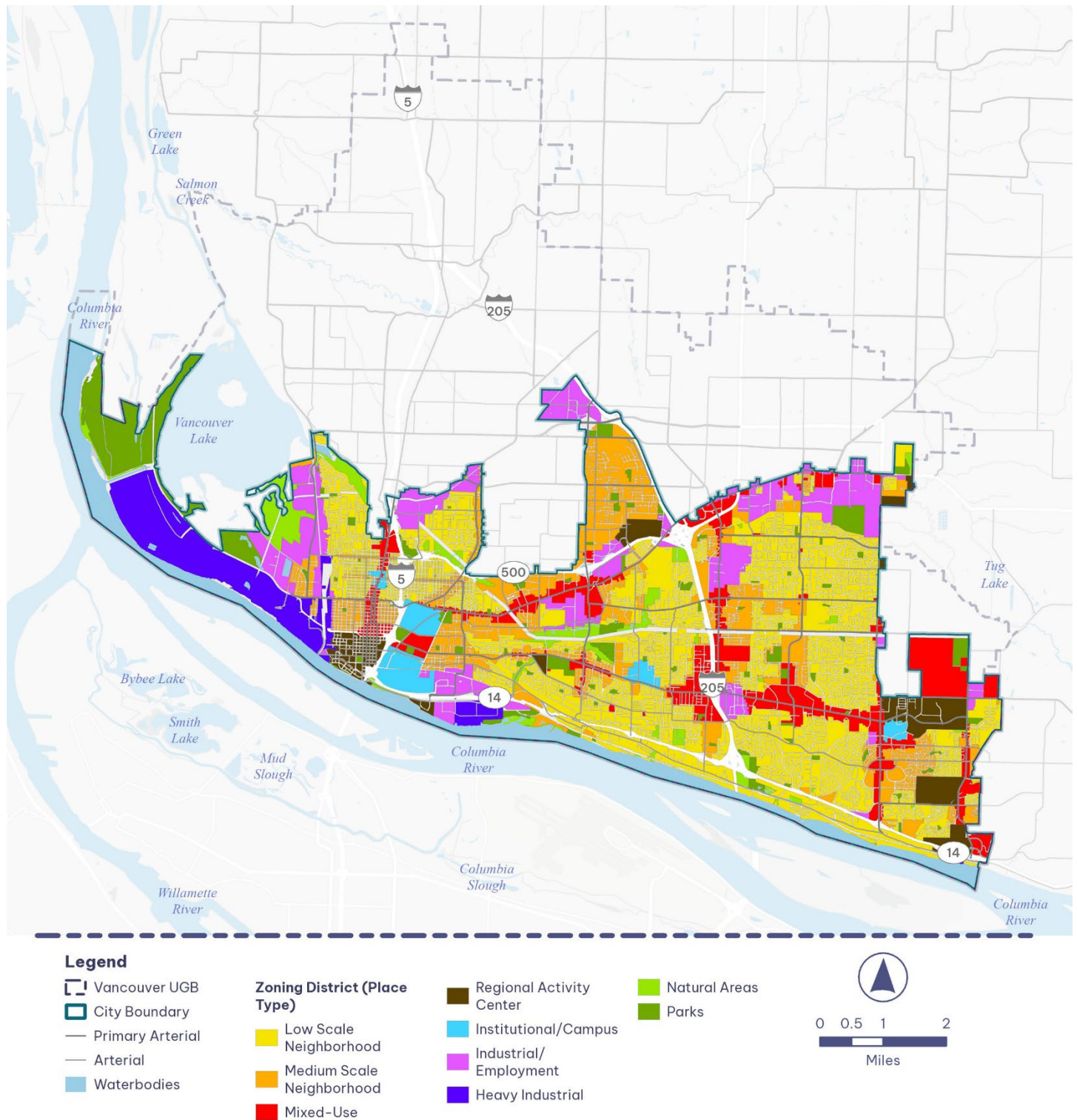
- Vancouver UGB
- City Boundary
- Primary Arterial
- Arterial

Comp Plan Designation

- Residential Neighborhoods
- Urban Mixed Use
- Employment Mixed Use
- Heavy Industrial
- Parks/Open Space



Figure 7. Alternative 1 Proposed Zoning Districts Map



Alternative 2

Alternative 2 would allow the greatest intensity and density of development in more areas of the city. Figure 8 shows the proposed Comprehensive Plan designations map, and Figure 9 shows the proposed zoning map for Alternative 2.

In West Vancouver, the same Heavy Industrial and Industrial/Employment lands would remain as in Alternative 1. Downtown commercial areas would be designated as Regional Activity Center, and would extend farther north on Main Street than Alternative 1. Existing commercial and residential lands north of Fourth Plain Boulevard along Main Street would be designated as Mixed-Use Neighborhood. Compared to Alternative 1, more existing residential areas just north of downtown Vancouver would be designated as Medium-Scale Neighborhood. Lower-density residential areas of Northwest Vancouver would be similarly designated as Low-Scale Neighborhood.

In Central Vancouver, similar to Alternative 1, the existing lower-density residential neighborhoods south of East Mill Plain Boulevard would be designated as Low-Scale Neighborhood. Alternative 2 would have larger areas of Mixed-Use Neighborhood, Medium-Scale Neighborhood, and Regional Activity Center zoning districts along the East Mill Plain Boulevard and Northeast Fourth Plain Boulevard corridors than Alternative 1. Similar to Alternative 1, the Vancouver Mall and adjacent areas along Northeast Fourth Plain Boulevard would be designated as Regional Activity Center, allowing for greater potential job growth and new denser housing. Larger areas north and west of the Vancouver Mall would be designated as Mixed-Use Neighborhood or Medium-Scale Neighborhood than under Alternative 1, allowing for greater potential housing density.

In East Vancouver, Alternative 2 would have larger areas of Mixed-Use Neighborhood and Regional Activity Center zoning districts along major corridors such as Mill Plain Boulevard, 164th Avenue, and 192nd Avenue compared to Alternative 1. Alternative 2 would also include larger areas of Medium-Scale Neighborhood in the neighborhoods adjacent to these corridors and smaller areas of Low-Scale Neighborhood. More land at and near the Section 30 site would be designated as a Regional Activity Center than in Alternative 1.

Alternative 2 would have the highest capacity for new housing units and jobs. Based on market feasibility and redevelopment potential, Alternative 2 would have capacity for approximately 50,700 new housing units and 49,300 new jobs citywide, which exceeds the minimum City's 2045 targets. Refer to Appendix B for the methods and assumptions for forecasting future housing and jobs capacity.

Figure 8. Alternative 2 Proposed Comprehensive Plan Designations Map

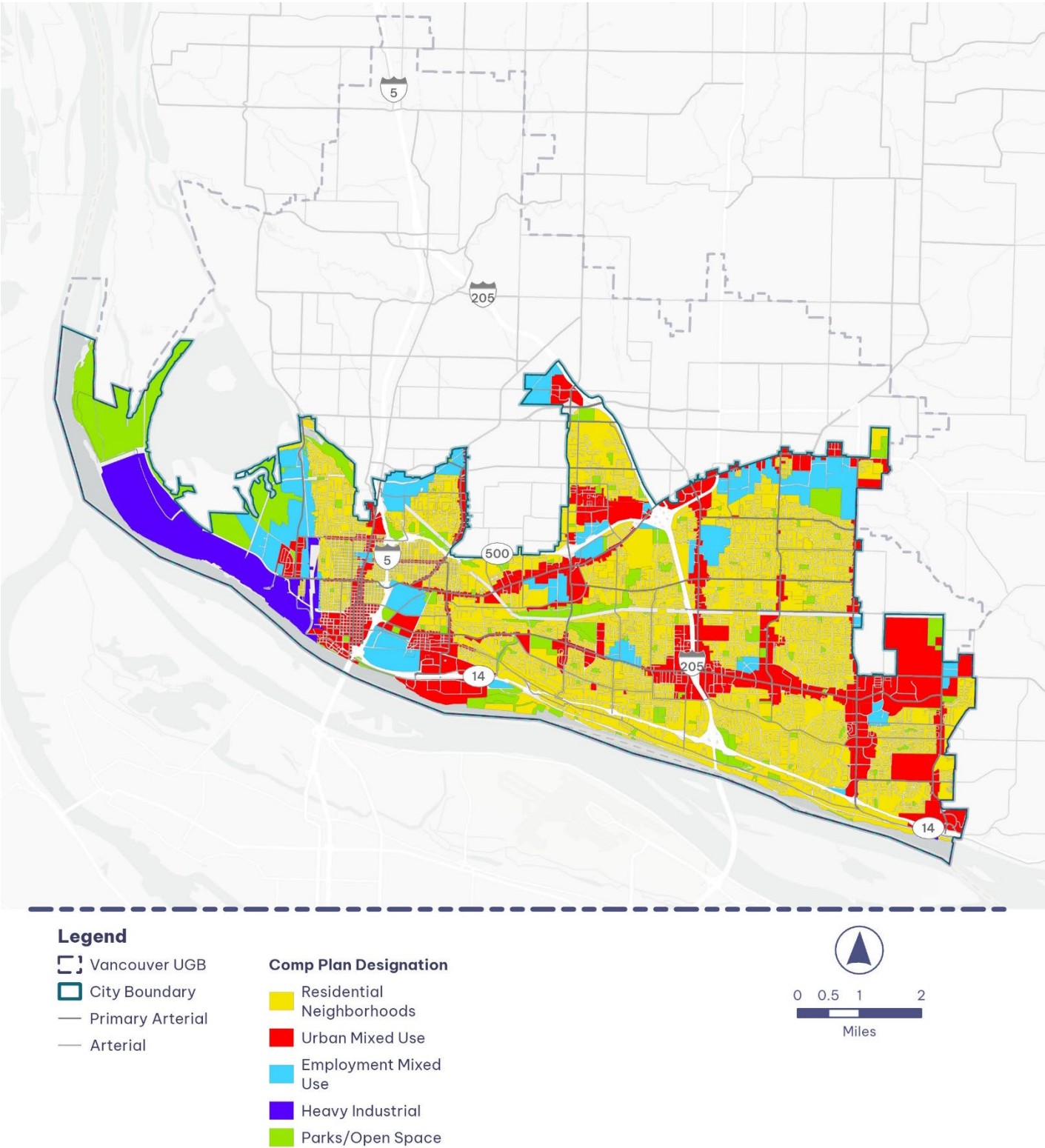
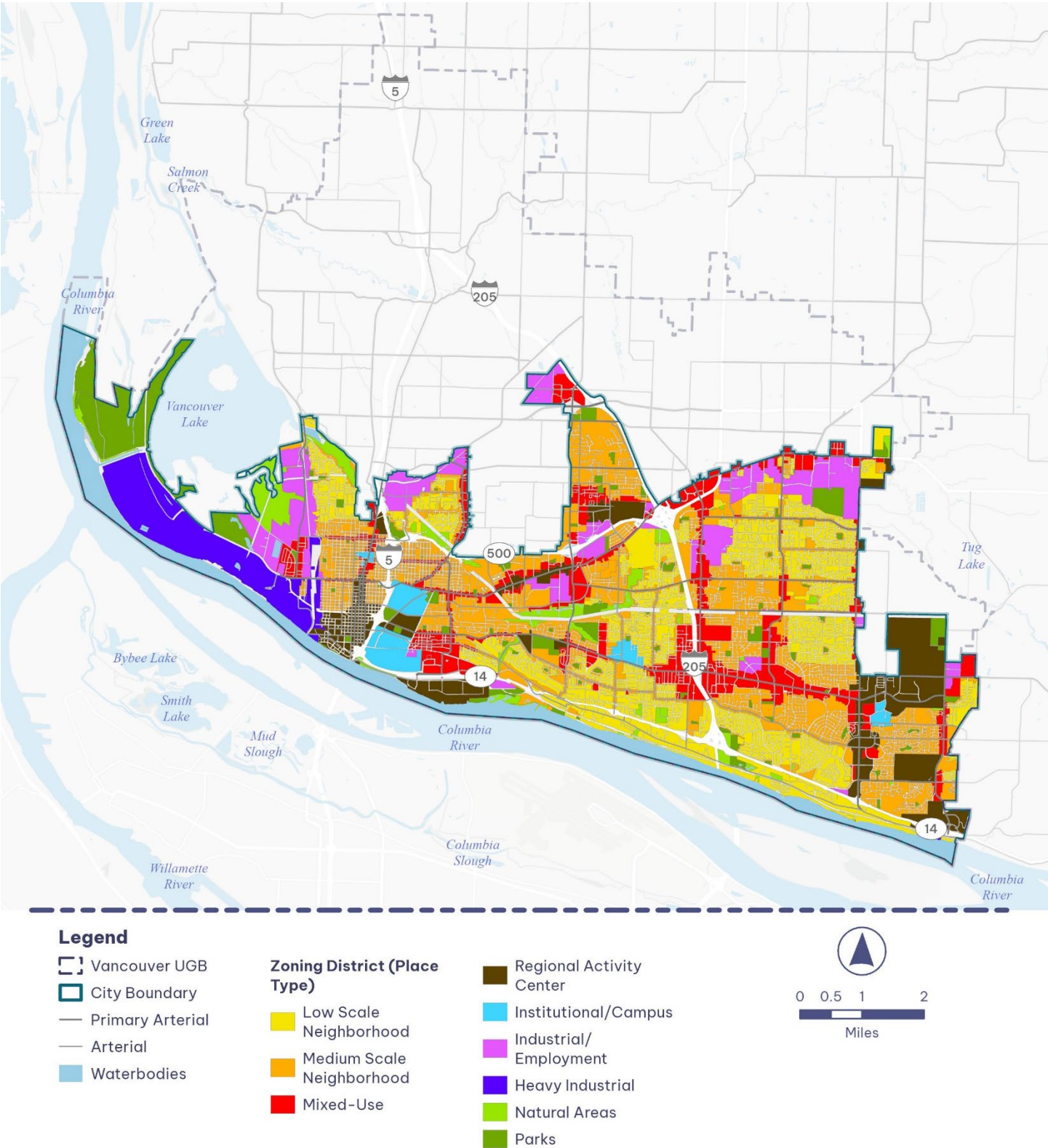


Figure 9. Alternative 2 Proposed Zoning Districts Map



Comparison of Alternatives

Of all the alternatives, Alternative 2 would allow the greatest density, intensity, and mix of land uses in the most areas of the city, and the No Action Alternative would allow the least. Alternative 1 would allow greater density, intensity, and mix of land uses in more areas of the city than the No Action Alternative but generally less than Alternative 2.

Table 3 summarizes the differences in the amount of land acreage devoted to the different zoning districts proposed in the Comprehensive Plan Update.

The overall split of zoning districts by land acreage would be similar among the alternatives. Under all alternatives, predominantly residential Low-Scale and Medium-Scale Neighborhood zoning districts would make up about half of the city's total land area. The total acreage of the Institutional/Campus zoning district (and equivalent land uses under the No Action Alternative; refer to Table 2) would be similar under all alternatives. There would be no meaningful difference among the alternatives in the total land area zoned as Parks and Natural Areas.

There would be slightly less Heavy Industrial and Industrial/Employment land area (and equivalent land uses under the No Action Alternative; refer to Table 2) under Alternative 2 than the No Action Alternative and Alternative 1. Alternative 2 would have the most land designated as Regional Activity Center and would include the greatest capacity for future job growth compared to the other alternatives.

The biggest differences in zoning districts, as measured by land area, would be:

- Almost 50% more land area designated as Low-Scale Neighborhood under Alternative 1 compared to Alternative 2.
- Almost 50% more land area designated as Medium-Scale Neighborhood under Alternative 2 compared to Alternative 1.
- More than double the land area designated as a Regional Activity Center under Alternative 2 compared to Alternative 1.

Table 3. Comparison of Acreage of Zoning Districts by Alternative

Zoning District	No Action Acreage (Percentage of Total Land Area) ^a	Alternative 1 Acreage (Percentage of Total Land Area)	Alternative 2 Acreage (Percentage of Total Land Area)
Heavy Industrial	1,688 (7%)	1,696 (7%)	1,535 (6%)
Industrial/Employment	2,788 (11%)	2,724 (11%)	2,128 (9%)
Institutional/Campus	562 (2%)	591 (2%)	576 (2%)
Low-Scale Neighborhood	9,960 (41%)	8,648 (36%)	5,346 (22%)
Medium-Scale Neighborhood	2,872 (12%)	3,915 (16%)	6,321 (26%)
Mixed Use	1,955 (8%)	2,611 (11%)	2,984 (12%)
Natural Areas ^b	1,368 (6%)	993 (4%)	993 (4%)
Parksc	1,544 (6%)	1,990 (8%)	1,990 (8%)
Regional Activity Center	1,536 (6%)	1,112 (5%)	2,406 (10%)
Total ^c	24,275	24,279	24,279

Notes:

- a Acreage for the No Action Alternative zoning districts is approximate and based on converting land acreages from their existing Comprehensive Plan and zoning designations to their most similar proposed zoning districts. For example, all parcels zoned currently as R-2, R-4, R-6, and R-9, referred to as “Urban Lower Density” areas in the current Comprehensive Plan, were classified as the proposed new Low-Scale Neighborhood zoning district. All parcels currently zoned CN (Neighborhood Commercial), CC (Community Commercial), and GC (General Commercial) were classified as the Mixed-Use zoning district. These reclassifications are only for the purposes of this comparison. No reclassification would occur under the No Action Alternative.
- b Parks and natural areas acreage includes both public and non-public land for the No Action Alternative but only public land for the action alternatives. In the action alternatives, non-publicly owned or non-publicly accessible areas that were zoned as Parks/Open Space uses are assumed to match the underlying zoning based on their relative location to other zoning districts. Effectively, there is assumed to be no difference in parks/open space acreage among the No Action and Action Alternatives. The Comprehensive Plan Update and EIS identify parks/open space needs based on future growth projections, but the proposed Comprehensive Plan designations and zoning maps do not include additional Parks or Natural Areas zoning because future acquisitions are not known at this time. Park acreage will likely increase during the 20-year planning period as additional park land is acquired to serve growth.
- c Total citywide land acreage is assumed to be the same across all alternatives but may not match due to rounding and differences in how parks/natural areas are accounted for (refer to note No. 2). Acreage does not include land designated as roads, easements, or water.

Table 4 summarizes the differences in estimated capacity for future jobs and housing under the alternatives.

Table 4. Comparison of 2045 Estimated Housing and Jobs Capacity by Alternative

Metric	City Target	No Action Alternative ^a	Alternative 1	Alternative 2
Capacity for New Housing Units	38,129	29,600	45,100	50,700
Capacity for New Jobs	43,198	16,600	46,000	49,300

- Note:
- a As described in the text below this table, limitations on modeling for the No Action Alternative should be considered when comparing its estimated growth capacity with the estimated growth capacities of the action alternatives. Refer to Appendix B for the full methodology used.

Alternative 1 and Alternative 2 would both exceed the minimum City targets for new housing units and jobs by 2045. Alternative 2 would have the highest capacity for each. The No Action Alternative would not meet GMA requirements or minimum City targets for new housing units and jobs. The differences in the estimated growth capacities between the No Action Alternative and Alternatives 1 and 2 reflect practical limitations in how the capacity estimates are calculated, in addition to the fact that the No Action Alternative allows for less intensive future growth, particularly outside of single-family zones.

The No Action Alternative capacity forecast is based on the Clark County Vacant Buildable Lands Model (VBLM) and existing redevelopment assumptions built into the model. The VBLM does not fully account for the feasibility of redevelopment, particularly as it relates to redevelopment to support job growth. The No Action Alternative uses the VBLM because it would retain existing zoning classifications and their allowed densities and uses, and therefore, the assumptions related to employment density and redevelopment rate used in the action alternatives do not apply to the No Action Alternative. This results in a different capacity analysis methodology for the No Action Alternative compared to the action alternatives.

The capacity forecasts for Alternatives 1 and 2 consider market and redevelopment feasibility and other limiting factors, such as the presence of critical areas, that would influence new development. They are intended to provide the basis for analyzing the impacts of a feasible level of potential build-out under each of the alternatives in the Draft EIS. These capacity forecasts are therefore lower than the maximum build-out that would be allowed outright by the zoning designations for each alternative. Refer to Appendix B for the methods and assumptions used for forecasting future estimated housing and jobs capacity.

Under all alternatives, the actual timing and distribution of future growth would be influenced by future market conditions, decisions made by individual property owners and developers, and other factors.

Chapter 3: Built Environment

This chapter describes the methodologies, existing conditions (affected environment), and potential impacts of the alternatives for the following environmental topic areas related to the built environment: land and shoreline use, housing, aesthetics, historic and cultural preservation, transportation, and public services and utilities.

For each topic, the chapter provides a summary of impacts common to all alternatives, impacts unique to each alternative, and a summary of potential avoidance, minimization, and mitigation measures to address potential impacts and identifies impacts that are considered to be significant and unavoidable under SEPA.

Land and Shoreline Use

Methodology

Analysts reviewed relevant information and policies about existing land and shoreline use and current data on citywide population and employment, including the following sources:

- **Washington State Growth Management Act (GMA)** – Passed in 1990 to require urbanizing jurisdictions to adopt comprehensive plans and to establish statewide thresholds and guides for growth. The intent of the GMA is to direct growth for sustainable development with sufficient public infrastructure and facilities to support such growth while also protecting resourcing lands. Additionally, since the establishment of the GMA, updated state level policies have been focused on promoting healthy, walkable communities; preserving natural resources; providing affordable housing opportunities; and planning for climate change and its impacts.
- **Clark County Countywide Planning Policies** – Used to establish a countywide framework for growth management, coordinate the comprehensive plans of all jurisdictions within Clark County for regional issues or issues affecting common borders, and develop and adopt county and city comprehensive plans.
- **Vancouver Comprehensive Plan 2011-2030** (City of Vancouver 2021a) – This plan envisioned the city for the next 20 years (through 2030) for community and economic development, housing, environment, public facilities and services, and annexation. It also provided strategies for the plan's implementation and established land use designations across the city, which are consistent with complimentary land use zones regulated by VMC Title 20. The 2011 Comprehensive Plan is the basis for the **OUR VANCOUVER** Comprehensive Plan Update.

- **VMC Title 20, Land Use and Development Code** – Contains the City’s zoning and development regulations, which are required to be updated and consistent with its Comprehensive Plan per GMA mandates.
- **City of Vancouver Shoreline Master Program** (City of Vancouver 2021b) – Envisions the development along the Vancouver shoreline, including how to promote public health, safety, and community welfare while ensuring no net loss of shoreline ecological functions. The SMP defines shoreline development and management practices that are in accordance with state practices and codes and provides specific guidelines regarding general requirements, exemptions and uses. The goal of the SMP is to allow for mutually compatible uses between shoreline preservation and land use development.
- **U.S. Census Bureau American Community Survey** (Census 2023a)– Provides a variety of demographic information on a yearly basis at the national, state, regional, and city levels. This EIS uses primarily ACS 2019–2023 five-year and 2023 one-year data as the basis for analysis for consistency with other recent studies completed for the Comprehensive Plan Update.
- **OUR VANCOUVER Community Atlas** (Design Workshop 2024) – Documents existing city conditions for a variety of topics including people; natural environment; cultural resources; built environment; economy; parks, recreation, open spaces, and trails; and a regulatory framework assessment to support the City’s update of the Comprehensive Plan and VMC Title 20 per GMA requirements. The analysis is referenced in this EIS and will also be used to inform the Comprehensive Plan development.
- **OUR VANCOUVER Economic Conditions and Opportunities Analysis** (ECONorthwest 2024a) – Prepared to support the Comprehensive Plan Update and outlines the basis for the City’s 2045 target of 43,198 jobs. The analysis includes findings related to economic conditions and competitiveness, including measures of employment, growth and productivity, business creation and retention, entrepreneurship, investment flows, access to capital, distribution of wealth and income, and racial and geographic inclusion. Key information from the memorandum is referenced in this EIS and will also be included in the Economic Opportunity Element of the Comprehensive Plan to inform the City’s economic development through 2045.
- **OUR VANCOUVER Housing Needs Assessment** (ECONorthwest 2024b) – Establishes the City’s 2045 target of 38,129 housing units through evaluation of current housing stock and supply, existing conditions and housing needs across the income spectrum, and the current and projected future demand for housing. The insights from this analysis are referenced in this EIS and will build a factual basis for updating the Housing Element of the Comprehensive Plan and its supporting policies through 2045.
- **OUR VANCOUVER Equity Analysis** (Seva Workshop 2024) – Includes context and conditions analysis that helps to identify which communities within the city have been

historically marginalized and which communities are most vulnerable to displacement and policy changes. The City is committed to prioritizing these identified communities in the Comprehensive Plan Update process to help address past inequities.

- **OUR VANCOUVER Draft Health Impact Assessment** (BERK 2025) – Considers how the growth alternatives studied as part of the **OUR VANCOUVER** Comprehensive Plan periodic update may benefit and impact health in Vancouver as it relates to the built environment.

Analysts then reviewed the alternatives to determine potential adverse impacts and associated mitigation measures using the following metrics:

- Compatibility with land and shoreline use plans and policies
- Ability to accommodate adopted citywide minimum growth targets
- Compatibility with existing land uses
- Average wage of new jobs based on land use mix
- Level of commercial displacement risk

Affected Environment

Current Land Use

This section discusses the City's existing Comprehensive Plan land use designations and zoning, land cover, land uses, centers and corridors, commercial uses, industrial uses, and essential services. Refer to the Housing section of Chapter 3 for more information about current residential land uses.

Comprehensive Plan Land Use Designations and Zoning

The current Vancouver Comprehensive Plan establishes general patterns for future land use, transportation and other infrastructure needs. Subarea plans provide more detailed geographically based plans for neighborhoods, corridors, Urban Reserve areas, special districts and joint planning areas.

Citywide development is guided and allocated by zoning, codified in VMC Title 20, Land Use and Development Code. The City designates various use types within each zoning category, which include residential, commercial, and industrial zone districts in addition to specialized zone districts for mixed uses and parks and open spaces.

Table 5 provides the existing Comprehensive Plan designations, their respective descriptions, and corresponding zoning districts. Zoning establishment and requirements and development standards are regulated in VMC Chapter 20.410 as summarized in Appendix C, Land Use and Zoning Information. Figure 4 in Chapter 2 shows a map of the No Action Alternative

Comprehensive Plan designations, and Figure 5 in Chapter 2 shows a map of the No Action Alternative zoning designations, which would be the same as current Comprehensive Plan and zoning designations.

Table 5. Current Comprehensive Plan Designations and Corresponding Zoning Districts

Current Comprehensive Plan Designation	Description	Corresponding Zoning Districts/Zones	Allowed Uses
Residential Urban Lower Density	Predominantly lower density residential development with some allowances for middle housing types. ^a	R-2 R-4 R-6 R-9 R-17	Single-family detached residential, duplexes, townhouse, and single-family homes on small lots using infill standards.
Residential Urban Higher Density	Predominantly higher-density residential uses.	R-18 R-22 R-30 R-35 R-50 Mixed Use (MX)	Apartments, condominiums, duplexes, townhouses, small-lot single-family homes, and mixed uses.
Commercial and Mixed Use	Predominantly small to medium-scale mixed-use and/or commercial uses and services scaled to serve a neighborhood to citywide need. This designation includes specific, planned mixed-use areas within the city.	Neighborhood Commercial (CN) Community Commercial (CC) General Commercial (CG) City Center (CX) Waterfront Mixed Use (WX) Vancouver Central Park (CPX) Riverview Gateway (RGX) ^b MX The Heights (HX)	General retail, entertainment oriented, motor vehicle related uses, some office related uses, parks open space related uses, and some low intensity industrial uses.

Current Comprehensive Plan Designation	Description	Corresponding Zoning Districts/Zones	Allowed Uses
Industrial	Predominantly industrial related uses, including airports.	Office Commercial Industrial (OCI) Employment Center Mixed-Use (ECX) Light Industrial (IL) Heavy Industrial (IH) Airport (A)	Basic utilities, some general retail, motor vehicle related uses, office related uses, light and heavy industrial uses, agricultural uses, airport and accessory uses, and parks and open space.
Open Space	Areas intended for parks, greenways, and natural areas.	Greenway (GW) Natural Area (NA) Park (P)	Some agricultural related uses, environmental management and education, and park and recreation facilities.
Public Facility	Areas developed with or planned for public facilities.	All Zones	Schools, police departments, fire departments, and hospitals.

Source: City of Vancouver 2021a

Notes:

a Middle housing refers to duplexes, townhouses, quadplexes, and sixplexes.

b RGX zone is also consistent with Low-Density Residential, High Density Residential, and Industrial Comprehensive Plan designations.

Existing Land Uses

Vancouver has three loosely defined geographies with differing land uses: west (areas west of I-5), central (areas between I-5 and I-205) and east (areas east of I-205). These geographies within the city developed over time, generally west to east, and are reflective of different settlement patterns, regulations, and periods of growth (City of Vancouver 2023a).

West Vancouver, including the downtown area, generally has smaller lots with denser uses such as office, retail, apartments, and vertical mixed-use. Farther west of downtown toward the Columbia River and Vancouver Lake, there are more intensive, industrial land uses such as manufacturing, gasoline storage facilities, and the Port of Vancouver. North of downtown, there are areas of traditional single-family detached housing on the historic City grid.

Central Vancouver has a more suburban character than the western areas, including postwar subdivisions and older big-box retail developments. The central portions of the city include the Fort Vancouver National Historic Site and Pearson Field, the City's municipal airport, as well as PeaceHealth Southwest Medical Center and surrounding medical office buildings, and the Vancouver Mall and surrounding commercial development.

Eastern areas of the City are the most suburban in land use patterns, with newer, largely detached single-family residential uses, big-box retail developments, and more recent office and mixed-use developments, such as the Columbia Tech Center and Vancouver Innovation Center.

Centers and Corridors

The current Comprehensive Plan identifies the need to focus new growth in areas in or near urban centers and corridors rather than spreading growth uniformly throughout the city (City of Vancouver 2021a). These areas are envisioned to contain a mixture of employment, housing, and cultural opportunities, and serve as community focal points, building on the unique characteristics of individual districts. The type and intensity of activities and development will vary depending on local circumstances. These areas can also provide opportunities for growth where services can be provided more efficiently.

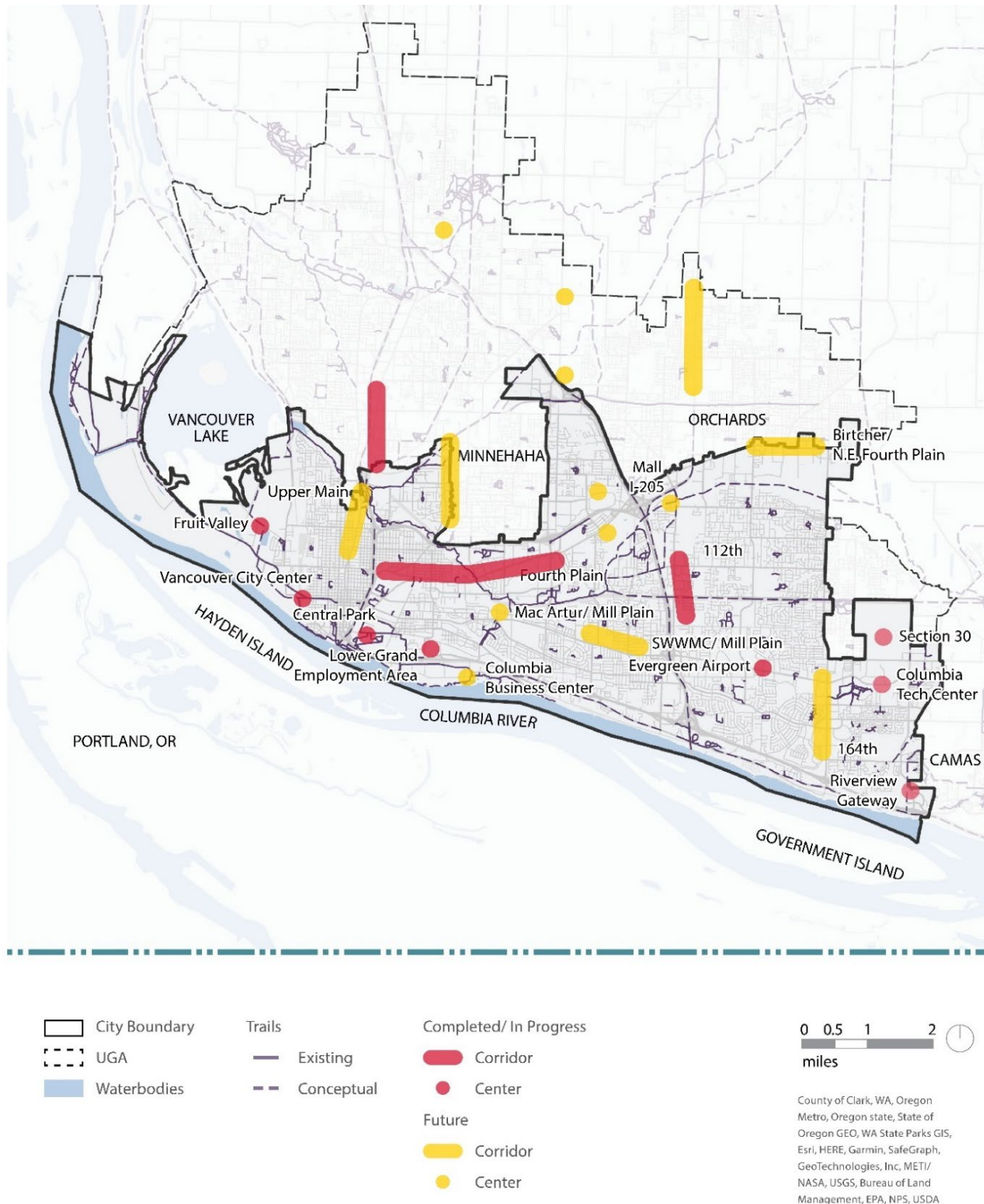
The Community Development element of the current Vancouver Comprehensive Plan includes policies designed to “achieve the full potential of existing and emerging urban activity centers and the corridors that connect them” through strategies such as promoting or reinforcing a unique identity or function for individual areas, planning for a compact urban form with multiple uses, encouraging innovative and efficient private development, providing a range of transportation options, and investing in public facilities and amenities to serve the areas.

Figure 10 shows the location of completed and future corridors and centers envisioned by the current Vancouver Comprehensive Plan where subarea planning has occurred or is planned. Subarea plans add greater detail, guidance and predictability to future development for specific geographic areas. Completed subarea plans include:

- Vancouver Central City Vision Plan (2007)
- Fourth Plain Corridor Subarea Plan (2007)
- Central Park Plan Update (2008)
- Lower Grand Employment Area Subarea Plan (2008)
- Riverview Gateway Subarea Plan (2009)
- Section 30 Urban Employment Center Subarea Plan (2009)
- Fruit Valley Subarea Plan (2010)

- 112th Avenue Subarea Plan (2011)
- Heights District Plan (2020)

Figure 10. Centers and Corridors from Current Vancouver Comprehensive Plan



Source: Design Workshop 2024

Current Shoreline Use

The City of Vancouver Shoreline Master Program (SMP), last updated in 2021, identifies Columbia River and Vancouver Lake as shorelines of statewide significance, which is a special category of shoreline that is considered of value to the entire state and has special rules and policies designed to preserve them for future generations (City of Vancouver 2021b). The SMP also identifies sections of Burnt Bridge Creek, Fifth Plain Creek, Lacamas Creek, Salmon Creek, Mill Creek, Curtin (Glenwood) Creek, and the Lake River as shorelines of the state, a category that includes all of the other water areas of the state and their associated shorelands.

The City assigns shoreline designations that are consistent with the Shoreline Management Act, the SMP guidelines, and the Comprehensive Plan, as described in Table 6. Figure 11 shows the locations of shoreline designations throughout the city.

Table 6. Shoreline Designations, Descriptions, and Allowed Uses

Shoreline Designations	Description	Allowed Uses
Aquatic	Covers lands and waters waterward of the ordinary high-water mark.	Water-dependent uses such as boat launches; aquaculture; marinas; docks, piers, and mooring buoys; floating homes, and water-dependent recreational uses
Natural	Covers shoreline areas that are relatively free of human influence or that include intact or minimally degraded shoreline ecological functions intolerant of human use.	Very low intensity uses, such as water-dependent recreational uses; ecological restoration, enhancement, and/or mitigation activities; and bioengineered or non-structural shoreline stabilization.
Urban Conservancy	Covers areas to be protected and restored shoreline ecological functions of open space, floodplains, and other sensitive lands where they exist in urban and developed settings.	Water-dependent or water-related residential uses, single-family residential, roadways and railroads, and utility uses

Shoreline Designations	Description	Allowed Uses
Medium Intensity	Generally, accommodates primarily residential development and related structures and other uses consistent with the designation criteria.	Agricultural uses, water-dependent and water-related commercial and institutional uses, recreational uses, single-family and multifamily residential, transportation, and utility uses.
High Intensity	Provides for high-intensity water-oriented commercial, transportation, and industrial uses while protecting the existing shoreline ecological functions and restoring ecological functions in shorelines where previously degraded.	Agricultural uses; water-dependent and water-related commercial, institutional, and industrial uses; transportation uses, and utility uses.

Source: City of Vancouver 2021b

Figure 11. Current Shoreline Designations



Source: Clark County n.d.

Current Community Population and Employment

The GMA requires the City to show that it can accommodate population and employment growth as part of the Comprehensive Plan Update. The proposed update to the City's Comprehensive Plan will plan for growth of at least 38,129 new housing units and 43,198 new jobs by 2045. These minimum growth targets are based on population projections from the Washington State OFM, Clark County, recent trends, state law, and City policy to plan for long-term housing and employment needs. The Housing section of this chapter provides more information about the City's housing unit targets.

Population

Vancouver has grown substantially over the past decade, increasing from a population of 161,791 in the 2010 decennial Census to 192,696 in the American Community Survey 2019–2023 five-year estimates (Census 2023a).

Table 7 summarizes demographic data for the City, including race, age, language spoken at home, income, and educational attainment (Census 2023a).

Table 7. Existing Population Characteristics for Vancouver and Washington State (2023)

Characteristic	City of Vancouver	State of Washington
Total Population	192,696	7,740,984
Total Households	79,747	3,020,558
<i>Age (Table S0101)</i>		
19 and younger	45,545 (24%)	1,854,050 (24%)
20 to 34 years old	43,706 (23%)	1,651,221 (21%)
35 to 49 years old	37,403 (18%)	1,557,494 (20%)
50 to 64 years old	35,185 (18%)	1,418,906 (18%)
65 or older	30,857 (16%)	1,259,313 (16%)
<i>Race and Ethnicity (Table B03002)</i>		
American Indian and Alaska Native	794 (0.4%)	63,389 (0.8%)
Asian	10,091 (5%)	720,927 (9%)
Black	5,694 (3%)	295,487 (4%)

Characteristic	City of Vancouver	State of Washington
Hispanic or Latine	33,115 (17%)	1,089,609 (14%)
Native Hawaiian and Other Pacific Islander	3,487 (2%)	52,674 (0.6%)
Other Race	937 (0.5%)	42,271 (0.5%)
Two or more races	12,618 (7%)	500,698 (6%)
White	125,960 (65%)	4,975,929 (64%)
<i>Language Spoken at Home by limited English Speaking Households (Table B16002)</i>		
Russian, Polish, or other Slavic language	679 (0.9%)	10,325 (0.3%)
Spanish	1,347 (1.7%)	42,026 (1.4%)
Other Indo-European	124 (0.2%)	5,984 (0.2%)
Chinese (Mandarin and Cantonese)	294 (0.4%)	18,185 (0.6%)
Vietnamese	187 (0.2%)	9,101 (0.3%)
Tagalong	43 (0.1%)	2,675 (0.1%)
Other Asian and Pacific Island Languages	155 (0.2%)	8,624 (0.3%)
<i>Income and Poverty (Table DP03, B17017)</i>		
Median Household Income	\$80,618	\$94,605
Household income below the poverty level	8,878 (11%)	294,072 (10%)
Household income at or above the poverty level	70,869 (89%)	2,726,486 (90%)
<i>Educational Attainment (Table DP02)</i>		

Characteristic	City of Vancouver	State of Washington
Less than 9th grade	4,154 (3%)	185,425 (3%)
9th to 12th grade, no diploma	7,778 (6%)	236,116 (4%)
High school graduate (includes equivalency)	33,007 (25%)	1,176,403 (22%)
Some college, no degree	33,564 (25%)	1,171,698 (22%)
Associate's degree	13,394 (10%)	542,351 (10%)
Bachelor's degree	26,925 (20%)	1,279,696 (24%)
Graduate or professional degree	15,419 (12%)	817,458 (15%)

Source: Census 2023a

Equity Index and Social Vulnerability Index

While developing the Comprehensive Plan Update, the City is accounting for equity considerations, including areas that may need additional investment based on current disparities. Part of this work includes identifying the locations of potentially underserved populations through an equity index, which focuses on assessing a set of metrics at the census tract level that include (City of Vancouver 2023c):

1. People of color (non-white and/or Hispanic/Latine)
2. People below 200% of the poverty level
3. Renters
4. Adults without a four-year degree
5. Households with limited English proficiency
6. People with disabilities
7. Youth under age 17
8. Older adults 65 and up

Figure 12 identifies areas of higher equity populations (represented by higher equity index scores) to prioritize investments.

The City also uses the Social Vulnerability Index (SVI) developed by the Centers for Disease Control (CDC) and the Agency for Toxic Substance and Disease Registry (ATSDR), to assess populations most at risk during high-stakes situations like natural disasters and disease outbreaks (City of Vancouver 2023a). To determine social vulnerability, the CDC/ATSDR

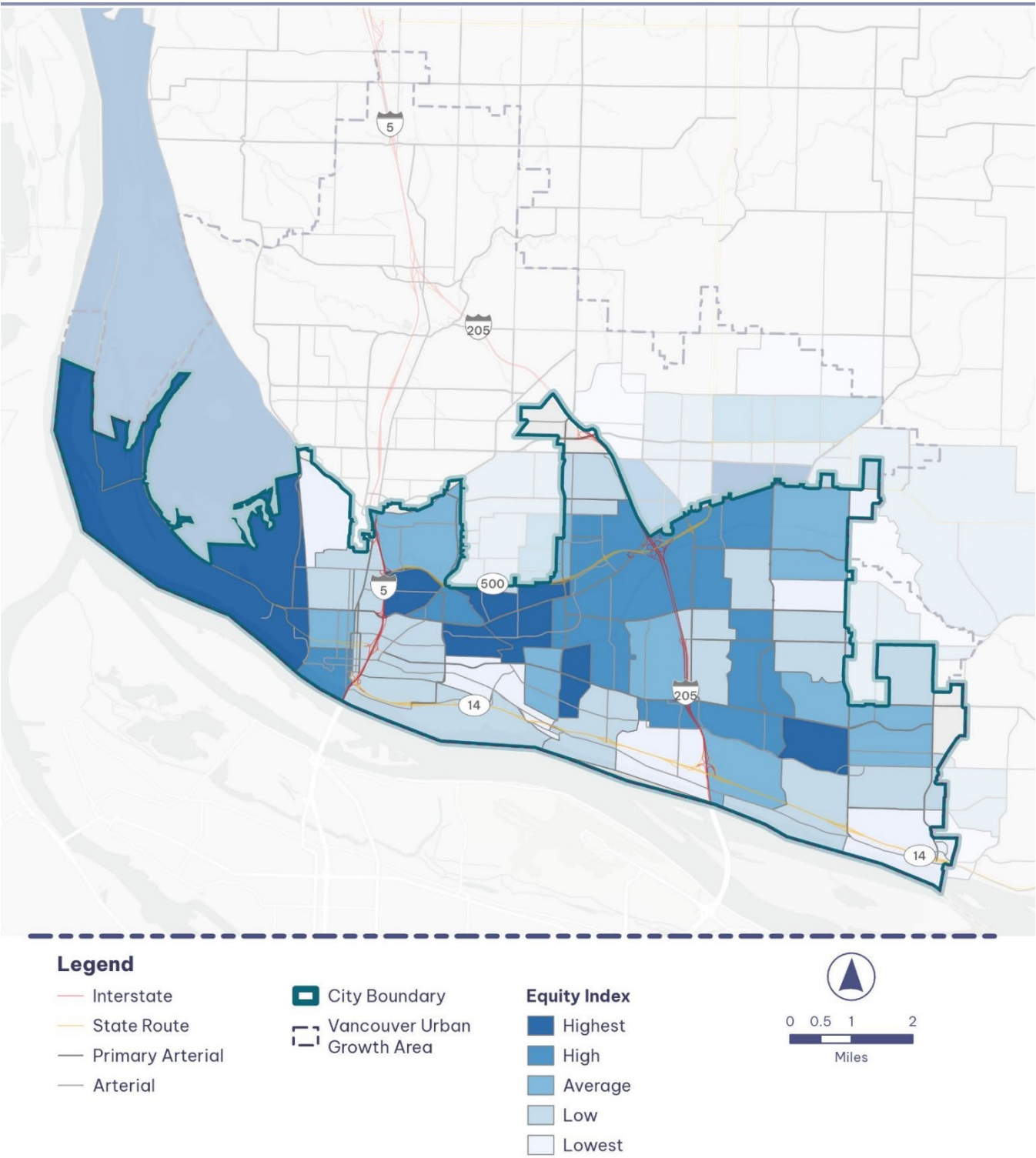
employs 16 factors, such as poverty, lack of vehicle access, and crowded housing, which are categorized into four themes: Socioeconomic Status, Household Characteristics, Racial and Ethnic Minority Status, and Housing Type/Vehicular Transportation Access (CDC/ATSDR 2022).

Understanding SVI is critical for emergency planners, city officials, public health authorities, state and local health departments, and nonprofit organizations. Together, they analyze municipalities at risk and provide support to the most vulnerable populations in the event of a disaster. This involves estimating the required supplies like food, water, medicine, and bedding, as well as the number of emergency personnel and shelters needed to assist people effectively (CDC/ATSDR 2022).

According to the CDC/ATSDR census tracts, the City experiences a high SVI. Areas with medium-high and high social vulnerability are concentrated along major interstates and arterial roads. The greater Vancouver area, on the other hand, displays a lower level of vulnerability, ranging from low to low-medium vulnerability.

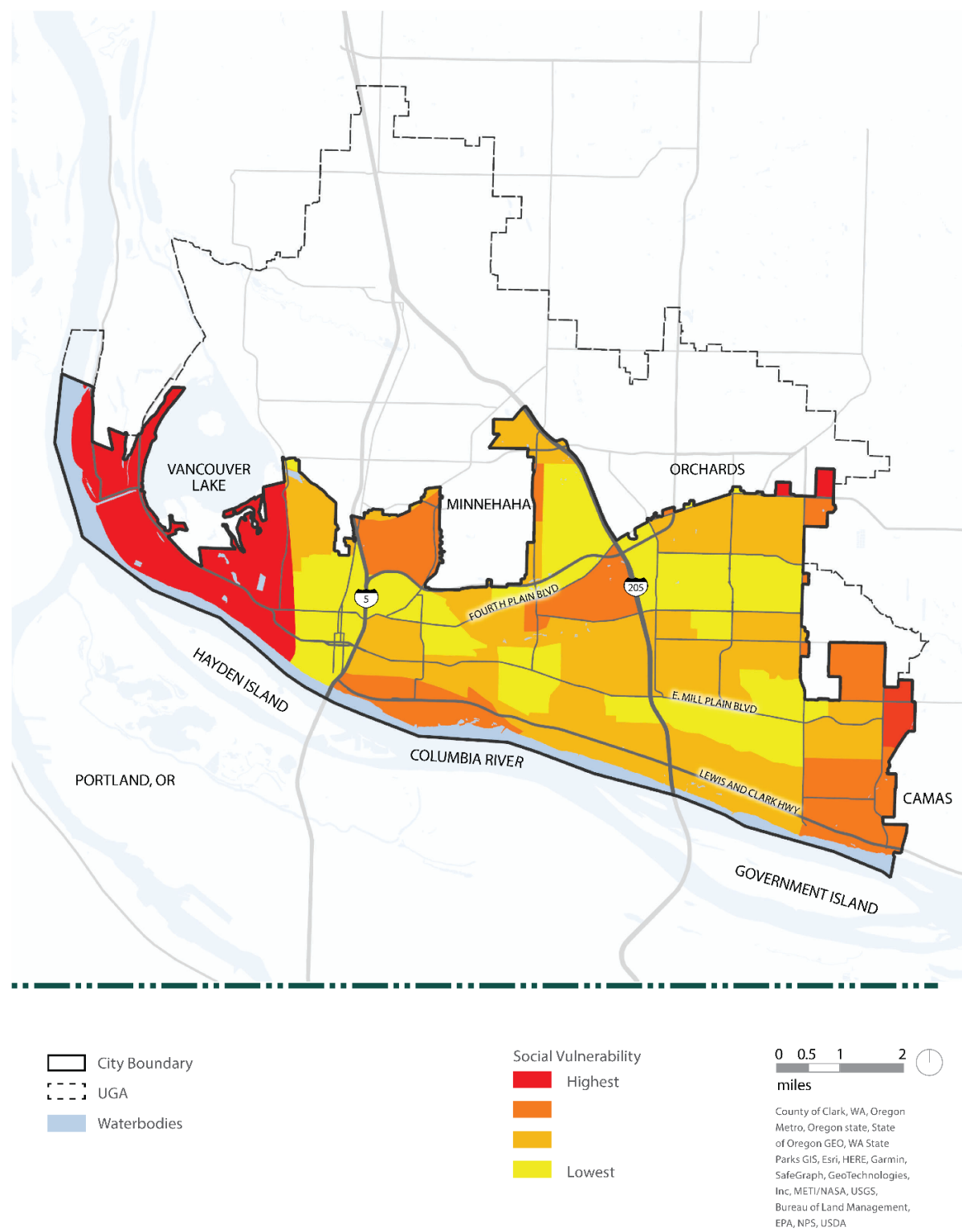
The SVI map (Figure 13) is intended to reflect existing conditions and does not indicate priority areas for investment. However, it can be used as a tool to identify areas that are especially susceptible to the impacts of public investment when considered alongside other factors like residential density and housing costs. Public investment and private development can bring numerous benefits, but if equity considerations are not prioritized, it can lead to impacts on vulnerable communities, including pressures on the housing market and involuntary displacement.

Figure 12. Equity Index Map



Source: City of Vancouver 2023c

Figure 13. Social Vulnerability Index Map



Source: Design Workshop 2024

Employment

In 2023, Vancouver was home to more than 100,000 jobs (Census 2023a). The number of jobs in Vancouver increased rapidly between 2011 and 2023, growing from 77,846 jobs in 2011 to 101,285 jobs in 2023 (ECONorthwest 2024a; Census 2023a).

Service-based industries are concentrated in Vancouver and make up a large and growing share of the city's workforce (ECONorthwest 2024a). In both the city and the region, the health care and social assistance industry provided the largest share of jobs (almost 20%). Other industries that represented some of the largest shares of employment for the City included retail trade, educational services, manufacturing, accommodation and food services, and construction. Many of the largest employers in Clark County are based in Vancouver and represent key industry clusters in healthcare, technology, and education, including PeaceHealth, Vancouver Public Schools, the Vancouver Clinic, Bonneville Power Administration, and Hewlett-Packard.

Jobs are moving toward local employment hubs like Downtown Vancouver, the Vancouver Innovation Center, and large institutions (ECONorthwest 2024a). Employment trends at the census tract level show that employment is growing in these locations, while declining along older, suburban-style commercial areas like Fourth Plain Boulevard. While many cities (including Portland) have struggled to maintain Downtown areas post-pandemic, Vancouver is showing a stronger rebound than the region.

Land use mix can have an impact on wages due to the types of jobs that can be created in different districts. For example, a heavy industrial area would include capacity for manufacturing jobs, while a mixed-use area may include a combination of healthcare, retail, service industry, and professional services jobs. Data from the U.S. Census provides average wages for a range of industries in the Portland metropolitan area, which are assumed to occur in particular zoning districts, as shown in Table 8 (Census 2023b).

Table 8. Average Annual Wages for Job Types and Corresponding Zoning Districts

Proposed Zoning District ^a	Types of Jobs	Average Annual Wages
Heavy Industrial	Manufacturing	\$77,000
Institutional/Campus	Public Administration, Education, Hospital	\$85,000
Industrial Employment	Warehousing, Specialty Trade Contractors	\$69,000
Low-Scale Neighborhood	Retail, Food/Drink Services	\$39,000
Medium-Scale Neighborhood	Retail, Food/Drink Services	\$39,000
Mixed Use	Healthcare, Retail, Food/Drink Services, Professional Services	\$72,000
Regional Activity Center	Healthcare, Retail, Food/Drink Services, Professional Services	\$72,000

Source: Census 2023b

Note:

- a Proposed zoning districts would apply only under the two action alternatives. For the No Action Alternative, existing land use and zoning designations would remain in place. The corresponding zoning districts for the No Action Alternative are shown in Table 2.

Potential Impacts

This section discusses the potential impacts of the alternatives related to the following land and shoreline use-related metrics:

- Consistency with land and shoreline use plans and policies
- Ability to accommodate adopted citywide minimum growth targets
- Compatibility with existing land uses
- Average wage of new jobs based on land use mix
- Level of commercial displacement risk

Impacts Common to All Alternatives

The following sections outline impacts that are expected to occur under all the alternatives. Not all metrics are addressed, as some metrics do not have impacts common to all alternatives. Impacts for each alternative are discussed in the next subsections.

Consistency with Land and Shoreline Use Plans and Policies

Consistency with other land use plans and policies would vary among the alternatives, as discussed in the subsections for each alternative. None of the alternatives would propose changes to the Shoreline Master Program, and none of the proposed changes in the action alternatives would directly affect the SMP.

Ability to Accommodate Adopted Citywide Minimum Growth Targets

New population and job growth is expected to occur under all the alternatives. The City's current population growth trend is expected to continue, reaching an estimated population of 281,000 by 2045 inside current City limits, based on Washington State OFM projections, under all of the alternatives. The City will likely grow further than this through annexation of land currently in the unincorporated Vancouver Urban Growth Area over the next 20 years, but the extent or timing is not known. However, the pace and distribution of growth would vary under each alternative.

Under all alternatives, the actual pace and distribution of future growth would be influenced in part by the implementation of the current (No Action) or proposed (Alternatives 1 or 2) Comprehensive Plan policies, related regulations and actions, and by decisions made by individual property owners and developers. The No Action Alternative would not be able to accommodate the adopted growth targets.

Compatibility with Existing Land Uses

Because growth and development would occur under all alternatives, there would be some potential for compatibility issues between existing land uses where proposals for denser or more intense land uses border existing parcels with less dense, less-intense land uses. However, none of the alternatives would propose changes to land use and zoning designations that would mix uses that are clearly incompatible. For example, the location and size of heavy industrial lands would remain the same under all alternatives and would continue to prohibit incompatible uses such as housing within those zones. Likewise, heavy industrial uses would not be permitted in other zoning districts under any of the alternatives. In addition, no changes in land uses would occur on lands designated as parks and open space under any of the alternatives.

Middle housing would be allowed in single-family zones under all the alternatives, because under the No Action Alternative it would be allowed by the state imposition of a model

ordinance. Land use compatibility impacts could be more visible in the action alternatives, which propose greater density, intensity, and mixes of uses in more areas of the city. These potential impacts are further described in the Alternative 1 and Alternative 2 subsections and in the Aesthetics subsection.

Average Wage of New Jobs Based on Land Use Mix

Although Alternatives 1 and 2 would have capacity for more jobs than the No Action Alternative, as discussed in Chapter 2, the overall average wage of new jobs is expected to be similar among the alternatives. All alternatives would focus most of their new job growth in industrial and mixed-use or commercial land use designations, which would result in similar average wages based on the job types assumed in these land uses (refer to Table 8 for these average wages).

Level of Commercial Displacement Risk

Commercial displacement is likely to occur to some extent under all alternatives as the city will experience some amount of growth and development. Per the Clark County 2023 VBLM, parcels that are considered “underutilized” based on the building value per acre are considered more likely to redevelop than those that are fully “built” (Clark County 2023). Older buildings may also be more likely to redevelop based on their condition. Underutilized parcels with mixed-use, medium-density, or high-density land use designations under all of the alternatives may be more likely to redevelop into higher-density uses, which could potentially result in commercial displacements.

Alternatives 1 and 2 include more areas that would be designated as these zoning districts and therefore may have higher potential for commercial displacement and need for mitigation. Under both action alternatives, there would be more than 1,000 commercial buildings on parcels considered “underutilized” that are in medium/high-density residential or mixed-use/regional activity center designations (BERK 2025). However, Alternatives 1 and 2 would also create more opportunities for new business spaces and anti-displacement measures compared to the No Action Alternative. The subsections for each alternative below provide more information about areas that could be more vulnerable to commercial displacement.

No Action Alternative

Consistency with Land and Shoreline Use Plans and Policies

The No Action Alternative would be inconsistent with the City’s proposed Comprehensive Plan Update and associated policy direction, as it assumes that no changes to the Comprehensive Plan would be implemented. The City is required by GMA to update its Comprehensive Plan every 10 years. By failing to implement updates to the Comprehensive

Plan and provide land to accommodate anticipated future growth, the No Action Alternative would be inconsistent with GMA.

Because the No Action Alternative would not increase residential intensity and density along major corridors across the city, there would be fewer opportunities to locate housing units within close proximity of essential services. This approach would be inconsistent with the City's policy direction to foster connected and accessible neighborhoods, as discussed further in the Housing section.

Ability to Accommodate Adopted Citywide Minimum Growth Targets

The No Action Alternative would not have sufficient capacity to accommodate adopted citywide growth targets of at least 38,129 new housing units and 43,198 new jobs. Based on the assessment of current land use designations citywide, the No Action Alternative would have capacity for only approximately 29,600 new housing units and 16,600 new jobs.

Compatibility with Existing Land Uses

Because the No Action Alternative would retain existing land use and zoning designations, there would be no notable impacts to compatibility with existing land uses beyond those noted in the Impacts Common to All Alternatives section.

Level of Commercial Displacement Risk

Commercial displacement would likely occur to a lesser extent than under Alternatives 1 and 2. Parcels potentially vulnerable to displacement due to building age and land use designation would be dispersed around the city. The No Action Alternative would also create fewer new spaces for businesses and maintain existing city policies, which would provide less opportunity for new anti-displacement measures (BERK 2025).

Alternative 1

Consistency with Land and Shoreline Use Plans and Policies

Alternative 1 would be compatible with the City's proposed Comprehensive Plan Update because it assumes the proposed new land use designations and zoning code would be implemented. Notably, the zoning designation of all properties within the City limits would change from what they are today.

Allowing increased residential density and intensity, and a greater mix of uses, along major corridors across the city would place essential services in greater proximity to more housing units compared to the No Action Alternative. This approach would be consistent with the City's policy direction to foster connected and accessible neighborhoods, as discussed further in the Housing section.

Ability to Accommodate Adopted Citywide Minimum Growth Targets

Under Alternative 1, proposed changes in land use and zoning designations would result in a higher capacity for new housing units and jobs than the No Action Alternative but a lower capacity than Alternative 2. Based on market feasibility and redevelopment potential, Alternative 1 would have capacity for approximately 45,100 new housing units and 46,000 new jobs citywide, which exceeds the City's minimum 2045 planning targets.

Compatibility with Existing Land Uses

Alternative 1 would have a modestly higher potential for incompatibility between existing land uses compared to the No Action Alternative, as it would accommodate denser and more intense building types and growth, and a greater mix of residential and commercial land uses, in more areas of the city.

For example, existing areas of predominantly single-family residential development would be redesignated as Low-Scale Neighborhoods, which would allow small-scale commercial activities like cafés, salons, professional services, and restaurants mostly serving the surrounding neighborhood. This new mix of uses would provide benefits to neighboring residents who would have more potential opportunities for services within walking distance; however, the mix of uses would need to be managed to ensure compatibility.

In addition, Low-Scale Neighborhoods that would be adjacent to areas planned for Medium-Scale Neighborhoods under Alternative 1 could experience greater incompatibility due to the scale of development allowed under the Medium-Scale Neighborhood zoning district, as discussed further in the Aesthetics section. These changes would be most pronounced in West Vancouver just north of downtown, in Central Vancouver along East Mill Plain Boulevard, and in East Vancouver along Mill Plain Boulevard, 164th Avenue, and 192nd Avenue.

Level of Commercial Displacement Risk

Parcels that are potentially vulnerable to commercial displacement based on age or "underutilized" status and land use designation would be similar under both action alternatives. These parcels would include older buildings dispersed across the city, as well as buildings on "underutilized" parcels located around the city, with concentrations west of I-5 in West Vancouver, around the Fourth Plain area and just north of SR 14 in Central Vancouver, and along Mill Plain Boulevard in East Vancouver. However, both action alternatives would also create more opportunities for new business spaces and include anti-displacement measures (BERK 2025).

Alternative 2

Consistency with Land and Shoreline Use Plans and Policies

Like Alternative 1, Alternative 2 would be compatible with the City's proposed Comprehensive Plan Update because it assumes the proposed new land use designations and zoning code would be implemented. Like in Alternative 1, the zoning designation of all properties within the City limits would change from what they are today.

Like Alternative 1, allowing for increased residential density and intensity, and a greater mix of uses, along major corridors across the city would place essential services in greater proximity to more housing units. This approach would be consistent with the City's policy direction to foster connected and accessible neighborhoods, as discussed further in the Housing section.

Ability to Accommodate Adopted Citywide Growth Targets

With the proposed changes in land use and zoning designations, Alternative 2 would have the highest capacity for new housing units and jobs of all the alternatives. Based on market feasibility and redevelopment potential, Alternative 2 would have capacity for approximately 50,700 new housing units and 49,300 new jobs citywide, which exceeds the City's minimum 2045 planning targets and is about 10% higher than Alternative 1.

Compatibility with Existing Land Uses

Alternative 2 would have the most potential for incompatibility between existing land uses compared to the No Action Alternative and Alternative 1, as it would accommodate denser and more intense building types and growth, and a greater mix of residential and commercial land uses, in most areas of the city. Existing single-family residential areas that would be designated as Medium-Scale Neighborhoods would experience the greatest potential changes in the mix of land uses and scale of development. More of these changes would occur throughout the city than under Alternative 1 or the No Action Alternative but would be most pronounced in West Vancouver north of downtown, in Central Vancouver along East Mill Plain Boulevard and Northeast Fourth Plain Boulevard, and in large parts of East Vancouver along and between the Mill Plain Boulevard, 164th Avenue, and 192nd Avenue corridors.

Level of Commercial Displacement Risk

Under Action Alternative 2, potential commercial displacement risk impacts and opportunities would be similar to those under Alternative 1 (BERK 2025).

Avoidance, Minimization, and Mitigation Measures

Land and shoreline use under all alternatives would be subject to the requirements in current applicable state, county, and city land and shoreline use laws and policies, including the GMA, Clark County Countywide Planning Policies, and the City's SMP.

The No Action Alternative would remain subject to the existing Comprehensive Plan goals and policies regarding Land and Shoreline Use the City's Land Use and Development Code (VMC Title 20), including SEPA rules and policies in VMC Chapter 20.790.

The action alternatives would be subject to the City's proposed Comprehensive Plan Update Land Use and Development chapter goals and policies, and proposed revisions to VMC Title 20 with the new development and zoning code for the implementing base land use districts.

The following measures would help to avoid, minimize, and mitigate potential land and shoreline use impacts under the action alternatives:

- Adopt and adhere to the updated Comprehensive Plan Land Use and Development chapter goals and policies. The proposed goals and policies under consideration include:
 - Develop subarea plans for key centers and corridors citywide to facilitate integrated land uses.
 - Develop regulations that provide transitions between zoning districts to ensure compatibility.
 - Promote efficient land use by focusing new development in areas with existing infrastructure and moving toward a more compact urban form.
 - Support efforts to retrofit or repurpose underutilized buildings, structures, and infrastructure to develop new housing and commercial spaces.
 - Facilitate and incentivize development on infill and underutilized lands.
 - Facilitate and expand allowances for shared utilization of parking facilities, and implement strategic pricing mechanisms to regulate on-street parking availability in Mixed Use Neighborhoods and Regional Activity Centers.
 - Tailor regulations, incentives and investments to facilitate development and community resources near current and future transit stations, promoting access by historically excluded and underserved communities and those most reliant on public transit.
 - Incentivize and remove regulatory barriers to locating grocery stores and neighborhood markets near housing and in underserved neighborhoods.
 - Implement anti-displacement strategies and actions that protect residents and businesses in advance of public investment so communities can remain in place and benefit from improvements.

- Conserve and invest in industrial lands and other areas that provide middle- and high-wage jobs.
 - Utilize City-controlled real estate to provide affordable commercial leasing opportunities for small and emerging businesses.
 - Support businesses that create high-quality jobs by reducing barriers to growth, streamlining development processes, and ensuring access to necessary resources and infrastructure.
 - 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.
 - Continue to update the Comprehensive Plan and implementing regulations in response to the annual review process, state-mandated 5-year Implementation Progress Report, and 10-Year periodic review requirement that includes updates to long-term growth forecasts and regional land capacity analysis.
- Adopt and adhere to the development standards included in the proposed form-based zoning and development regulations, which would cover topics such as:
 - Base zoning district requirements, including standards for base density, height range, allowed building types, use requirements and additional requirements such as open space, overlay districts and environmental regulations.
 - Building type requirements, including applicability in each base zoning district, lot dimensions and coverage, building placement and build-out, building and story height, parking ratio and location and other additional requirements specific to a building type.
 - Use requirements for the base zoning districts, which identifies the categories of uses allowed, types of use approvals, types of primary uses, and specific standards that are applicable to land use permits for the base zoning districts.

Future site-specific development would be subject to additional SEPA review, including an analysis of potential land and shoreline use impacts.

Significant Unavoidable Adverse Impacts

The No Action Alternative would have significant adverse impacts to land and shoreline use because it would not provide sufficient capacity for development to comply with the GMA and meet the City's minimum 2045 housing and jobs targets. The action alternatives have the potential to create impacts on land and shoreline use as a result of changes in land use and zoning designations. The anticipated changes would occur incrementally, and with the

implementation of avoidance, minimization, and mitigation measures, no significant unavoidable adverse impacts to land and shoreline use are anticipated for Alternative 1 or Alternative 2.

Housing

Methodology

Analysts reviewed relevant information about the existing housing supply and types, affordability, and displacement risk, including the following sources:

- CoStar commercial real estate database (CoStar 2023)
- Our Vancouver Housing Needs Assessment (ECONorthwest 2024b)
- Our Vancouver Health Impact Assessment (BERK 2025)
- Redfin (2023)
- 2020 Reside Vancouver Anti-Displacement Plan (Thread Community Planning 2020)
- US Census Bureau American Community Survey (Census 2023a)

Analysts then reviewed the alternatives to determine potential adverse impacts and associated mitigation measures using the following metrics:

- Level of supply, diversity, and potential cost of housing
- Amount of new housing in areas with high displacement risk
- Amount of new housing in connected and accessible neighborhoods
- Level of housing capacity for all income bands
- Consistency with housing plans and policies

Affected Environment

Current Housing Supply and Mix

In 2023 there were 90,263 total housing units in Vancouver, a more than 25% increase from 71,649 in 2011 (Census 2023a). The dominant type of housing is single-family detached housing (43,209 units), which composes nearly half (48%) of the total number of housing units in Vancouver, compared to 65% of housing units in Clark County. Single-family housing also makes up 73% of the City land area zoned for residential districts. The remaining housing stock in Vancouver includes an estimated 35% multifamily housing (31,702 units), which is housing consisting of five or more units, and 16% “plex housing” (14,092 units), which is single-family attached units, duplexes, triplexes, and fourplexes (Census 2023a).

Vancouver has a higher share of multifamily housing than Clark County, with nearly one-half (around 43%) of Vancouver residential buildings having more than one unit compared to

about 25% of the county's buildings (Census 2023a). Permit data analysis shows a steady increase in multifamily development in recent years.

The predominant housing types vary from west to east depending on geographic areas of the city. West Vancouver, including downtown neighborhoods, generally have older buildings and smaller lots with denser uses, including traditional apartments and vertical mixed-use buildings. Along the Vancouver Waterfront, there are newer mixed-use high-rise buildings accommodating denser residential uses. Heading north of downtown Vancouver toward Burnt Bridge Creek, there are communities with older, low-density, single-family detached residential development.

In Central Vancouver, lower-density, single-family residential development generally dominates the housing supply, except for neighborhoods such as Harney Heights, North Garrison Heights and Columbia Way, where there are several multifamily residential developments.

In East Vancouver, the housing stock is also predominantly suburban-style, single-family detached buildings. There are pockets of medium- to high-density multifamily residential areas in the Fircrest and Fisher's Landing neighborhoods and east of I-205 along the Mill Plain Boulevard corridor.

Housing Needs

From 2023 to 2045, the City will need a total of 38,129 new housing units to support projected growth, according to the Our Vancouver Housing Needs Assessment (ECONorthwest 2024b). Overall, this means an estimated 1,733 housing units need to be built or created on average per year from 2023 to 2045 to meet the City's housing needs. As the existing City housing stock has increased by around 1,466 housing units per year over the last decade from 2012 to 2022 (per OFM data), housing production will need to increase by around 267 housing units per year.

To comply with H.B. 1220, local governments must plan for and accommodate housing affordable to all income levels. The Housing Needs Assessment determined that the 2045 housing target should include the following types of units:

- 2,651 Permanent Supportive Housing units (subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services)
- 4,371 units for households below 30% area median income (AMI) (extremely low income)
- 5,890 units between 30 to 50% AMI and 5,788 housing units between 50 and 80% AMI (low income)
- 3,351 units between 80 to 100% AMI (moderate income)

- 3,175 housing units between 100 to 120% AMI (moderate to middle income)
- 12,902 housing units over 120% AMI (high income)
- 1,374 emergency shelter beds

This analysis indicates that about one-third of new housing units would need to be affordable to households at or below 50% of AMI.

Current Home Occupancy

The vacancy rate for all housing units in the city was 6%, slightly higher than Clark County (4%) (Census 2023a). The city's overall vacancy rate has remained stable since 2011. Vancouver has seen a recent spike in vacancy rates among two-bedroom units in multifamily housing, jumping from just under 4% in 2022 to almost double that at 7% in 2023, likely related to recent housing construction (ECONorthwest 2024b). Housing market assessments often use a 5% standard vacancy rate that implies a balance between housing supply and demand. Vancouver multifamily vacancy rates closely follow those of Clark County at 7% compared to Clark County's 8%.

Current Home Ownership

Approximately 51% of Vancouver residents rent their homes, while the remaining 49% own their homes (Census 2023a). Vancouver's renter population is larger than Clark County (33%) and Washington State as a whole (36%).

In Vancouver, the largest share of renter households lived in multifamily buildings with five units or more (63%), "plex housing" (21%), and single detached units (15%) (Census 2023a). In greater Clark County, the distribution is similar.

Among owner households in both Vancouver and Clark County, the largest share lived in single detached units (84% and 87%, respectively), followed by "plex housing" (9% and 6%, respectively) and multifamily units (5% and 2% respectively) (Census 2023a).

Racial disparities exist in Vancouver's housing access. Asian, white, and American Indian/Alaska Native households have the highest rates of homeownership (at 64%, 52% and 48% respectively), while Hispanic/Latine, Black, and two or more race households have the lowest rates of homeownership (at 24%, 32% and 34% respectively). (Census 2023a).

Housing Costs

Both rental and ownership costs have far outpaced income growth in the city, with median home prices nearly tripling and average rents increasing 60% from 2012 to 2023. The widening gap between housing costs and incomes indicates declining affordability in Vancouver's ownership and rental market (ECONorthwest 2024b).

As of June 2023, the median home sale price in Vancouver was roughly \$477,000 (Redfin 2023). The city's median home prices were roughly \$50,000 lower than the county overall (\$527,000). However, city and county home prices increased at a similar rate since 2012, nearly tripling (a 174% increase) over the decade from 2012 to 2023. Additionally, while median Vancouver home prices were lower than both Hillsboro (\$514,000) and Portland (\$511,000), Vancouver prices have increased at a faster rate than both cities.

In 2021, the median monthly mortgage payment was \$1,734, and in March 2022, the average market rent for a one-bedroom unit in Vancouver was \$1,411 (CoStar 2023). As of 2023, the average rent in Vancouver was \$1,673, which was similar to the average rent of \$1,671 in Clark County (CoStar 2023). From 2012 to 2023, average Vancouver rents increased by more than \$600, or 56%, surpassing average rents in Portland (CoStar 2023).

Cost burdening tends to disproportionately impact renters in comparison to homeowners, and this tendency holds true for the City and Clark County as a whole. Renters are nearly three times more likely to be cost burdened than homeowners. In 2023, about 53% of renters in Vancouver were cost burdened (spending more than 30% of their income on rent and utilities), including over a quarter of all renters (26%) who were severely cost burdened, spending more than 50% of their income on rent and utilities (Census 2023a).

Vancouver provides 1,243 rent-restricted affordable units sponsored by the City's Affordable Housing Fund that are either existing or currently in development (ECONorthwest 2024b). Of these units, 26% are set aside for seniors, 43% are reserved for households earning less than 60% of AMI, and 9% of the units are set aside specifically for populations with disabilities or mental health issues.

Displacement Risk

Some Vancouver communities face displacement risks, but few areas have reached late-stage gentrification, which means a neighborhood has lost an increasingly higher share of vulnerable populations and is experiencing increasingly higher housing costs (ECONorthwest 2024b). The Image neighborhood is the only area that has reached late-stage gentrification based on the City's methodology. The Fourth Plain Village and North Image neighborhoods fall into the Dynamic typology, which are areas where focusing new anti-displacement actions can still help to prevent loss of vulnerable populations and before they reach late-stage trends.

Neighborhoods facing early-stage gentrification are concentrated in Central Vancouver, including along Fourth Plain Boulevard, I-205, and WA 500. In these areas, preserving low-cost housing and preventing loss of vulnerable populations can help keep neighborhoods from advancing further into mid- or late-stage gentrification.

The most effective anti-displacement strategies vary by what stage a neighborhood is currently experiencing. The City's 2020 Reside Vancouver plan presents recommended strategies for preventing displacement, which include citywide and geographically specific strategies for the Fourth Plain Corridor. Strategies to prevent displacement can include actions that preserve existing low-cost housing, create new affordable housing options, increase economic opportunities for residents, and support homeownership to stabilize households depending on how much low-cost housing is still available and how many vulnerable residents are still located in the area.

Potential Impacts

This section discusses the potential impacts of the alternatives related to the following housing-related metrics:

- Level of supply, diversity, and potential cost of housing
- Amount of new housing in areas with high displacement risk
- Amount of new housing in areas with greater percentages of trips under 5 miles near active transportation networks
- Amount of new housing in connected and accessible neighborhoods
- Level of housing capacity for all income bands
- Consistency with housing plans and policies

Impacts Common to All Alternatives

The following sections outline impacts that are expected to occur under all the alternatives. Impacts specific to each alternative are discussed in the next subsections.

Level of Supply, Diversity, and Potential Cost of Housing

An increase in citywide housing supply would be possible under all the alternatives to varying extents. All of the alternatives would result in a greater diversity of allowed housing types to some extent because they assume that H.B. 1110 would be implemented through the imposition of the state model ordinance allowing middle housing, if local standards are not adopted. H.B. 1110 requires cities like Vancouver to allow for at least four dwelling units per lot on all lots, up to six dwelling units per lot if within 0.25 mile of a major transit stop or if two of the units are affordable. All land currently designated as Urban Lower Density under the No Action Alternative or as Low-Scale Neighborhood under Alternatives 1 and 2 would have the potential for a greater diversity of housing types, such as duplexes, quadplexes, sixplexes, and townhomes, because of H.B. 1110's requirements.

Under all alternatives, the pace and location of development of future new housing units would be influenced in part by the implementation of the current (No Action) or proposed

(Alternatives 1 or 2) Comprehensive Plan policies, related regulations and actions, and by decisions made by individual property owners and developers.

The cost of housing under all alternatives would be influenced by a variety of factors, including construction costs, market conditions, and government incentive programs.

New Housing with High Displacement Risk

All alternatives are likely to have some level of residential displacement due to growth and redevelopment. Table 9 summarizes the estimated number of new housing units that would be built in areas defined as high risk in the Washington State Displacement Risk Map (Commerce n.d.). Under all alternatives, at least 14% of housing unit capacity or growth would be located in these high displacement risk areas.

Table 9. Estimated Capacity for New Housing Units in High Displacement Risk Areas

Metric	No Action Alternative	Alternative 1	Alternative 2
Projected Capacity for New Housing Units in High Displacement Risk Areas	9,400 ^a	6,500	8,500
Percent of Total Projected Capacity for New Housing Units	32% ^a	14%	17%

Source: BERK 2025

Note:
a The No Action is based on capacity only and does not account for feasibility of redevelopment, whereas Alternatives 1 and 2 include assumptions related to market feasibility and redevelopment.

Amount of New Housing in Connected and Accessible Neighborhoods

Although the three alternatives would distribute new housing capacity and growth in different ways, they would all result in the potential for a substantial amount of new housing in connected and accessible neighborhoods. Connected and accessible neighborhoods are intended to support a mix of uses within a 15-minute walk to provide opportunities for shopping, entertainment, cultural amenities, and employment within proximity to housing.

As summarized in Table 10, more than 40% of the new housing capacity in each alternative is in areas with five or more services or amenities within walking distance. These services or amenities include full-service grocery stores, transit stops, parks and open spaces, trails, libraries, ambulatory healthcare services, schools, and other essential places such as higher education institutions (Design Workshop 2024). This proximity to services would benefit

resident wellbeing in terms of access to healthcare, food, and daily needs, as well as opportunities to interact with others, under all alternatives.

Table 10. Estimated Capacity for New Housing Units in Connected and Accessible Neighborhoods

Metric	No Action Alternative	Alternative 1	Alternative 2
Projected Capacity for New Housing Units in Connected and Accessible Neighborhoods	16,100 ^a	18,700	21,700
Percent of Total Projected Capacity for New Housing Units	54% ^a	42%	43%

Source: BERK 2025

- Note:
- a The No Action is based on capacity only and does not account for the feasibility of redevelopment, whereas Alternatives 1 and 2 include assumptions related to market feasibility and redevelopment.

Level of Housing Capacity for All Income Bands

All of the alternatives would provide new housing units throughout the city; however, there would be varying capacity for housing that serves all income bands. In general, it is assumed that alternatives with a higher capacity for new housing units would allow for the greatest opportunity to construct different housing typologies, which in turn have the potential to be more affordable for a broader range of income levels, as discussed in the subsections for each alternative. However, as discussed in the Housing Needs Assessment, certain lower-income bands are likely unable to be served without additional subsidies for housing. Development of regulated affordable housing can face a number of challenges and typically requires sizable gap financing to make projects feasible (ECONorthwest 2024b).

Compatibility with Housing Plans and Policies

All of the alternatives would allow for new housing units throughout the city, which is broadly compatible with the City’s Housing Action Plan goal of building substantially more housing units over the next 20 years. However, the action alternatives would be more compatible with these goals, as discussed in the subsections for each alternative.

No Action Alternative

Level of Supply, Diversity, and Potential Cost of Housing

The No Action Alternative would not meet the City's minimum 2045 housing unit targets because it would not implement H.B. 1220 or H.B. 1337, and it would not allow denser housing typologies in as many areas of the city as Alternative 1 or Alternative 2. The No Action Alternative would have the least potential for providing adequate, affordable housing to meet identified needs. As discussed in the Housing Needs subsection, approximately 13,000 new housing units are needed for people with incomes of less than 80% AMI. To meet this need, more than 40% of new housing units under the No Action Alternative would need to be constructed for this income level. Without implementation of H.B. 1220 or H.B. 1337, the No Action Alternative would not include additional policy or zoning provisions to address the need for more diversity in housing supply throughout the city to accommodate more affordable housing.

Under the No Action Alternative, residents, developers, and homebuilders would not receive the benefits of the proposed zoning code update, which is designed to make requirements easier and simpler to understand, and in turn to reduce costs and barriers to housing production.

New Housing with High Displacement Risk

The No Action Alternative would have the highest number of new housing units in areas with high displacement risk compared to Alternatives 1 and 2, as shown in Table 9. This is likely because the No Action Alternative would have a larger estimated capacity for new housing units in Central Vancouver, which has large areas of high displacement risk according to the Washington State Department of Commerce mapping tool, as compared to Alternatives 1 and 2 (Commerce n.d.).

Amount of New Housing in Connected and Accessible Neighborhoods

There would be a lower number of new housing units in connected and accessible neighborhoods under the No Action Alternative compared to Alternative 1 and Alternative 2, as shown in Table 10. Areas with capacity for new housing outside of connected and accessible neighborhoods would be distributed across the city, with larger amounts predicted in Central and East Vancouver than West Vancouver.

Level of Housing Capacity for All Income Bands

The No Action Alternative would have the lowest level of housing capacity for all income bands because it would have the lowest capacity for new housing units in general. In addition, zoning designations would remain the same, which are currently more restrictive in housing types than the zoning districts proposed under the action alternatives.

Compatibility with Housing Plans and Policies

The No Action Alternative would not be fully compatible with the City's housing plans and policies because it would not fully align with the Housing Action Plan, which includes strategies such as updating the city code to increase housing density and types.

Alternative 1

Level of Supply, Diversity, and Potential Cost of Housing

Alternative 1 would result in a greater potential diversity of housing types than the No Action Alternative because, based on market feasibility and redevelopment potential (see Appendix B for more information), it would have a greater capacity for new housing units citywide and would designate more land area as Medium-Scale Neighborhoods, Mixed-Use Neighborhoods, and Regional Activity Centers. These denser zoning districts allow for a broader range of housing typologies with more units. East Vancouver (between I-205 and the eastern City limits) would have the greatest capacity for new housing units.

Alternative 1 would also have a greater potential for meeting affordable housing needs compared to the No Action Alternative because of the greater capacity for new housing units. Residents, developers, and homebuilders would receive the benefits of the proposed zoning code update, which is designed to make requirements easier and simpler to understand, and in turn to reduce costs and barriers to housing production.

New Housing with High Displacement Risk

Alternative 1 would have the lowest capacity for new housing units in areas with high displacement risk compared to the No Action Alternative and Alternative 2, as shown in Table 9.

Amount of New Housing in Connected and Accessible Neighborhoods

Alternative 1 would have greater capacity for new housing units in connected and accessible neighborhoods than the No Action Alternative, as shown in Table 10. Areas with capacity for new housing outside of existing connected and accessible neighborhoods would be located primarily in East Vancouver. Some parts of Central Vancouver, particularly near the Columbia River, would also have capacity for new housing units where there is low existing access to services. However, under the new zoning districts, some commercial and retail services would be allowed in traditionally residential-only areas, which could increase the potential for more services in those areas.

Level of Housing Capacity for All Income Bands

Alternative 1 would have higher levels of housing capacity for all income bands than the No Action Alternative because it would have a much higher capacity for new housing units in general. The new zoning designations and associated development regulations under

Alternative 1 would allow for a greater diversity of housing types than the No Action Alternative. The level of housing capacity for all income bands would be similar to Alternative 2 but would be slightly lower because of the relatively lower capacity for new housing units.

Compatibility with Housing Plans and Policies

Alternative 1 would be compatible with the City's housing plans and policies because its proposed land use and zoning designations would provide sufficient capacity to exceed the City's 2045 housing target and would align with the Housing Action Plan, which includes strategies such as updating the city code to increase housing density and types.

Alternative 2

Level of Supply, Diversity, and Potential Cost of Housing

Alternative 2 would result in the greatest potential diversity of housing types of all the alternatives because it would have the highest capacity for new housing units and would designate the most land area as Medium-Scale Neighborhoods, Mixed-Use Neighborhoods, and Regional Activity Centers. As with Alternative 1, East Vancouver (between I-205 and the eastern City limits) would have the greatest capacity for new housing units.

Alternative 2 would have the highest potential for increasing the housing market supply and thus potentially lowering the cost of housing because it would have the largest amount of land zoned for denser housing types. Residents, developers, and homebuilders would receive the benefits of the proposed zoning code update, which is designed to make requirements easier and simpler to understand, and in turn to reduce costs and barriers to housing production.

New Housing with High Displacement Risk

Alternative 2 would have a higher capacity for new housing units in areas identified as high displacement risk than Alternative 1 but a lower capacity than the No Action Alternative, as shown in Table 9.

Amount of New Housing in Connected and Accessible Neighborhoods

Alternative 2 would have more capacity for new housing units in connected and accessible neighborhoods than the No Action Alternative and Alternative 1, as shown in Table 10. Areas with capacity for new housing outside of connected and accessible neighborhoods would be in similar areas of Central and East Vancouver as Alternative 1. Unlike Alternative 1, there would be capacity for new housing units near I-205 and NE Padden Parkway, at the north end of Central Vancouver, where there is lower existing access to services. However, similar to Alternative 1, the new zoning districts included in Alternative 2 would support a variety of uses, which could support more commercial or retail services and amenities in areas traditionally dominated by residential development.

Level of Housing Capacity for All Income Bands

Alternative 2 would have the highest potential for housing capacity for all income bands of the alternatives because it would have the highest capacity for new housing units in general. As with Alternative 1, the new zoning designations and associated development regulations under Alternative 2 would allow for a greater diversity of housing types than the No Action Alternative. There would be more areas of the city that allow for a greater variety of housing types under Alternative 2 than Alternative 1.

Compatibility with Housing Plans and Policies

Like Alternative 1, Alternative 2 would be compatible with the City's housing plans and policies because its proposed land use and zoning designations would provide sufficient capacity to exceed the City's minimum 2045 housing targets and would align with the Housing Action Plan, which includes strategies such as updating the city code to increase housing density and types.

Avoidance, Minimization, and Mitigation Measures

Housing development under the No Action Alternative would be subject to applicable state and county laws and the City's Land Use and Development Code (VMC Title 20).

The action alternatives would be subject to the City's proposed Comprehensive Plan Update Land Use and Development chapter goals and policies and proposed revisions to VMC Title 20 with new development and zoning code for the implementing base land use districts. The City is also working to develop and enact additional policies and actions designed to reduce costs and burdens for new housing development and to support a variety of housing types.

Implementation of the following proposed goals and policy measures currently under consideration for the Comprehensive Plan Update would help to avoid, minimize, and mitigate potential housing impacts identified for the action alternatives:

- Add a minimum of 38,000 new housing units by 2045.
- Provide a wide range of new housing types to fit a variety of household sizes, cultures, incomes, abilities, and stages of life. 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. Incentivize development of housing types suitable for multigenerational living.
- Work with partners to facilitate and fund housing that reflects the cultures, identities and needs of Vancouver's unique population groups.
- Provide adequate transitional, permanently supportive, and affordable housing so that all residents have access to safe and stable 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.

- Work to prevent displacement of community members due to direct impacts and market forces by providing resources to support stable and secure housing. Implement anti-displacement strategies and actions that protect residents and businesses in advance of public investment so communities can remain in place and benefit from improvements.
- Provide connected and accessible neighborhoods with a diverse mix of community and open spaces, services, retail, fresh food, healthcare, and educational opportunities within 15 minutes (0.25 mile) or less of housing. Site new accessible and attainable housing close to existing and future parks.
- Enable homeownership for people across the income spectrum. Broaden access to homeownership in the community for first-time owners, low-income residents, and other groups frequently priced out of through alternative ownership methods.
- Provide access to affordable housing regardless of income. Preserve the most affordable and accessible housing options in the city and discourage conversion to more expensive housing or commercial uses. Develop incentives to integrate below-market housing as part of new market-rate housing projects.
- Facilitate homeownership opportunities through assistance programs, grants, and other methods that reduce barriers to entry for low- and moderate-income households.
- Explore and develop additional funding methods and resources to support affordable housing and community ownership opportunities.
- Facilitate development of income-based housing in connected and accessible neighborhoods, and generally in areas with good access to resources and services.
- Develop mechanisms to integrate community benefits into private development that requires discretionary land use review and City-led redevelopment projects.
- Pursue strategic acquisition and utilize existing City-owned land for affordable housing.
- Simplify the development review process where feasible and as needed to reduce housing costs.

Promote and remove regulatory barriers to new and innovative construction methods such as modular, panelized, 3d printed, or other methods.

Significant Unavoidable Adverse Impacts

The No Action Alternative would have significant adverse impacts on housing because it would not provide sufficient capacity for development to meet the City's minimum 2045 housing targets, and would not comply with state housing requirements of the GMA.

The anticipated changes under the action alternatives would occur incrementally, and with the implementation of avoidance, minimization, and mitigation measures, no significant unavoidable adverse impacts to housing are anticipated for Alternative 1 or Alternative 2.

Aesthetics

Methodology

Aesthetics refers to the scale and visual quality of the study area, including building heights, views, shading conditions, and overall visual and architectural character. Analysts reviewed relevant information and policies about the city's existing urban form and character, viewsheds, shadows, and light and glare, including the following sources:

- Vancouver Municipal Code:
 - VMC 20.925, Landscaping
 - VMC 20.935, Off-site Impacts
 - VMC 20.770, Tree, Vegetation, and Soil Conservation
 - VMC 20.500, Overlay Districts
 - VMC 20.600, Plan Districts
- Design guidelines and manuals for subareas and districts
- City of Vancouver Shoreline Master Program (City of Vancouver 2021b)

Analysts reviewed the alternatives to determine potential adverse impacts and associated mitigation measures using the following metrics:

- Compatibility with desired urban form and character as expressed in existing and future planning documents
- Level of general visual impacts (e.g., shadows, light, and glare)

Any analysis of aesthetic impacts is inherently subjective and can vary based on individual preferences. This analysis is based on assumptions that increased growth and density can lead to additional larger or taller buildings that cast longer shadows and have the potential to add to light and glare impacts.

Affected Environment

Existing Urban Form and Character

Existing urban form and character vary by location in Vancouver. Western areas of the city generally have older buildings, smaller lots with denser uses, and a more walkable environment with a traditional grid-patterned street network. This area also has a large industrial center, which includes the Port of Vancouver, along the Columbia River west of the Vancouver Waterfront. Key corridors and sites include Mill Plain Boulevard/SR 501, downtown (see Figure 14), the waterfront, and Vancouver Lake.

Figure 14. Downtown Vancouver



Source: City of Vancouver

Central Vancouver has a more suburban character than the western areas, including postwar subdivisions and older big-box retail developments. Key corridors and sites include Fourth Plain (see Figure 15), Evergreen and Grand Boulevards, Fort Vancouver, Clark College, and The Heights Subarea.

Figure 15. East Fourth Plain Boulevard



Source: City of Vancouver

East Vancouver has the most suburban character and urban form, with newer residential and big-box retail developments. Key corridors and sites include Mill Plain Boulevard and SE 164th Avenue, as shown in Figure 16.

Figure 16. Aerial View of SE 164th Avenue and Mill Plain Boulevard Vicinity



Source: City of Vancouver

Vancouver’s landscape reflects efforts to preserve existing trees and other vegetation and to add new vegetation (City of Vancouver 2021). Historic trees in the City help preserve its character and are identified and protected as “heritage trees” in VMC 20.770. VMC 20.925 outlines landscaping requirements for all new or substantially remodeled buildings, accessory uses, and parking lots for multiple reasons, including aesthetic value.

The Our Vancouver Goals Framework identifies harmony between the built and natural environment as a desired community outcome (City of Vancouver 2023b).

In addition to these citywide regulations and policies, many subareas and districts within the city are guided by design guidelines that have been adopted to guide housing type and character specifically in those areas.

Viewsheds

Most of Vancouver today is dominated by views of the built environment, including existing commercial and residential areas. Vancouver is situated in a natural landscape that is characteristic of the Pacific Northwest region of the United States, with rivers, creeks and lakes, and urban forests. Views of Mt. St. Helens, Mt. Adams, and Mt. Hood are also available from certain corridors and locations within the city, with one example shown in Figure 17.

Figure 17. Views of Mt. Hood at Vancouver Lake



Source: City of Vancouver

Views of the Columbia River are available in some areas of the city, including the Vancouver Waterfront and various businesses and homes along the shoreline. The City’s SMP identifies goals and policies around views and aesthetics “to assure that the public’s opportunity to enjoy the physical and aesthetic qualities of shorelines of the state, including views of the water, is protected to the greatest extent feasible” (City of Vancouver 2021). The SMP restricts new or expanded buildings that would obstruct the views of a substantial number of residences on areas adjacent to shorelines unless “overriding considerations of the public interest will be served.”

Shadows

Shadows refer to the blockage of direct sunlight falling on a given area. Some land uses are more sensitive to shading than others, where access to periods of direct sunlight is important for their primary function. Examples include parks and outdoor recreational facilities, community gardens, and buildings that rely on solar power panels.

Shadows in the city are typically influenced by building heights and sizes, which are regulated by the zoning code and vary by zone. Downtown Vancouver, the waterfront, and other mixed-use and commercial zones typically have taller buildings that cast longer shadows. Lower-density neighborhoods with shorter buildings have fewer building-shaded areas.

Light and Glare

Light and glare impacts tend to be concentrated in higher-density areas with more street lights, reflective surfaces, and vehicle traffic, compared to lower-density areas. VMC 20.935.030(D) provides limitations for off-site impacts from light and glare that apply to any development, redevelopment, or use of a property in the City, both during and after construction.

Light pollution refers to the alteration of outdoor light levels from those occurring naturally, and can affect our ability to see the night sky. Light pollution is caused by outdoor lights from various sources that remain on (or are on periodically) between sunset and sunrise. Examples include streetlights, exterior lights on buildings, and headlights from vehicles. Light pollution in Vancouver is greater closer to Portland and gradually reduces over distance (Radiance Light Trends 2024).

Potential Impacts

This section discusses the potential impacts of the alternatives related to the following aesthetics-related metrics:

- Compatibility with desired urban form and character as expressed in existing and future planning documents
- Level of general visual impacts (e.g., shadows, light and glare)

Impacts Common to All Alternatives

The following sections outline impacts that are expected to occur under all the alternatives. Impacts specific to each alternative are discussed in the next subsections.

Compatibility with Urban Form and Character

All of the alternatives would allow development of new housing units and other structures throughout the city, which has the potential to directly affect aesthetics in the surrounding areas. Existing and planned regulations and policies aimed at protecting views and reducing the effects of light and glare would apply to all alternatives and would help facilitate compatibility with area-specific urban form and character in a changing environment.

Level of General Visual Impacts

All alternatives would have the potential for impacts to aesthetics through specific future development projects. Future development, regardless of alternative, may alter the visual character of an area and create new sources of shading, light and glare.

All alternatives would have similar amounts of land designated for heavy industrial, Industrial/Employment, Institutional/Campus, and Parks/Open Space uses. Therefore,

impacts to aesthetics, including building heights, views, shading conditions, and overall visual and architectural character, would likely be neutral in these areas.

No Action Alternative

The No Action Alternative assumes the lowest level of citywide growth and development of all the alternatives and no changes to existing land use and zoning designations. Larger-scale buildings and higher building heights would be allowed in fewer areas of the city than under the action alternatives, as detailed in Appendix C. Therefore, it would have the lowest potential for altering the existing visual setting of the city and for introducing new sources of shadow, light, and glare. Development would continue to occur under the existing land use and zoning regulations, as well as state-imposed allowances for new middle housing in single-family neighborhoods, and impacts to aesthetics would likely be modest. Middle housing would also be allowed in single-family neighborhoods under the No Action Alternative, because state law automatically imposes a model ordinance allowing middle housing if local jurisdictions do not take action to allow these housing types. Some aspects of aesthetics would continue to be regulated in the limited select areas that have design guidelines.

Alternative 1

Alternative 1 would allow denser development patterns and larger-scale, taller buildings in more areas of the city compared to the No Action Alternative and in fewer areas of the city compared to Alternative 2.

Because Alternative 1 would have a smaller amount of land area dedicated to Medium-Scale Neighborhood, Mixed Use, and Regional Activity Center zoning districts than Alternative 2, there would be slightly less potential for development of larger-scale buildings that are taller than three stories (45 feet). However, the proposed zoning code updates would allow for higher maximum building heights in Low-Scale Neighborhoods under both action alternatives than in equivalent low-density residential zoning districts under the No Action Alternative (45 feet maximum under the action alternatives as compared to 30 feet maximum under the No Action Alternative). These changes could result in localized light, glare, shadow, and other visual impacts if some parcels redevelop to taller building types than their neighboring parcels.

There would be a slightly higher likelihood of redevelopment of existing parking lots, vacant lots and structures under Alternative 1 compared to the No Action Alternative because of the implementation of denser land use designations and zoning in more parts of the city. The light, glare and visual impacts from existing parking lots and vacant lots and structures would

be improved by redevelopment of these sites consistent with the new Comprehensive Plan and code.

Alternative 2

Alternative 2 would allow for higher-density zoning districts and larger-scale, taller buildings in the most areas of the city of all the alternatives. Therefore, overall, Alternative 2 would have the highest potential for associated impacts to aesthetic resources, including changes in visual character resulting from taller allowed buildings and new sources of shadows, light and glare.

The amount of land devoted to Regional Activity Center, Campus/Institutional, Medium-Scale Neighborhood, and Mixed-Use development would be higher than under Alternative 1, which could result in a modestly greater number of taller buildings (75 feet or taller). The increased number of taller, larger-scale buildings would have the potential to result in slightly greater light, glare, shadow, and visual impacts under Alternative 2 compared to Alternative 1 and the No Action Alternative. As with Alternative 1, there would also be aesthetic improvements associated with the redevelopment of parking lots and vacant lots and structures.

Avoidance, Minimization, and Mitigation Measures

Regardless of alternative, all future development projects will be required to comply with city and state policies for protecting views of the shoreline and reducing off-site impacts, including light and glare. In addition, compliance with city and state requirements for the protection of natural resources, open space, and historic sites would contribute to the preservation of aesthetic resources in the city.

The City's development review process will ensure compliance with VMC 20.935, which requires any development, redevelopment, or use of a property to have minimal adverse off-site impacts from light and glare, both during and after construction. The development review process will also ensure compliance with citywide standards for landscaping and tree conservation, as well as any applicable design guidelines or standards that may be in effect at that location.

Development standards included in the proposed form-based zoning and development regulations would also help to avoid, minimize and mitigate impacts to aesthetics. Topics under consideration for the code updates include:

- Requirements for minimum open space and maximum impervious areas, building placement and lot build-out (setbacks from property lines), building heights, access

points, landscaping (including incentives for maintaining large trees and adding more trees than required), and connectivity.

- Requirements for certain frontage types (i.e., how a building interacts with the street and shapes the overall character of the streetscape), such as awnings, balconies, bay windows, cafés, common yards, courtyards, porches, stoops, and terraces. The City is considering dimensional requirements for these elements as they relate to the public right-of-way and prohibiting use of exterior materials that could promote glare.
- Regulations that provide transitions between zoning districts to ensure compatibility.

Implementation of the following policy measures currently under consideration for the Comprehensive Plan Update would also help to avoid, minimize, and mitigate potential aesthetics impacts identified for the action alternatives:

- Ensure medium- to high-scale residential, mixed-use, and commercial development is human-scale, street-oriented, and integrated with surroundings to enhance comfort, accessibility, and visual interest for people walking, biking, or rolling.
- Develop standards for public spaces and buildings that incorporate culturally specific design principles and art installations and reflect the diverse history and heritage of Vancouver communities.

Significant Unavoidable Adverse Impacts

All alternatives have the potential to create impacts to aesthetics as a result of new development patterns and building forms. The anticipated changes would occur incrementally, and with the implementation of avoidance, minimization, and mitigation measures, no significant unavoidable adverse impacts to aesthetics are anticipated for any of the alternatives.

Historic and Cultural Preservation

Methodology

Analysts reviewed relevant information and policies about citywide historic and archaeological resources, including the following sources:

- National Register of Historic Places (NRHP)
- RCW Chapter 27.34, State Historical Societies – Historic Preservation
- RCW Chapter 27.44, Indian Graves and Records
- RCW Chapter 27.48, Preservation of Historical Materials
- RCW Chapter 27.53, Archeological sites and resources
- Washington State Heritage Register (WSHR)
- VMC Chapter 17.39, Historic Preservation

- VMC Chapter 20.710, Archaeological Resource Protection
- VMC Chapter 20.770.120, Heritage Trees
- Community Atlas (Design Workshop 2024)

Analysts then reviewed the alternatives to determine potential adverse impacts and associated mitigation measures using the following metrics:

- Level of potential impacts to historic sites
- Level of risk of uncovering archaeological resources at proposed development sites

Affected Environment

Historic Sites

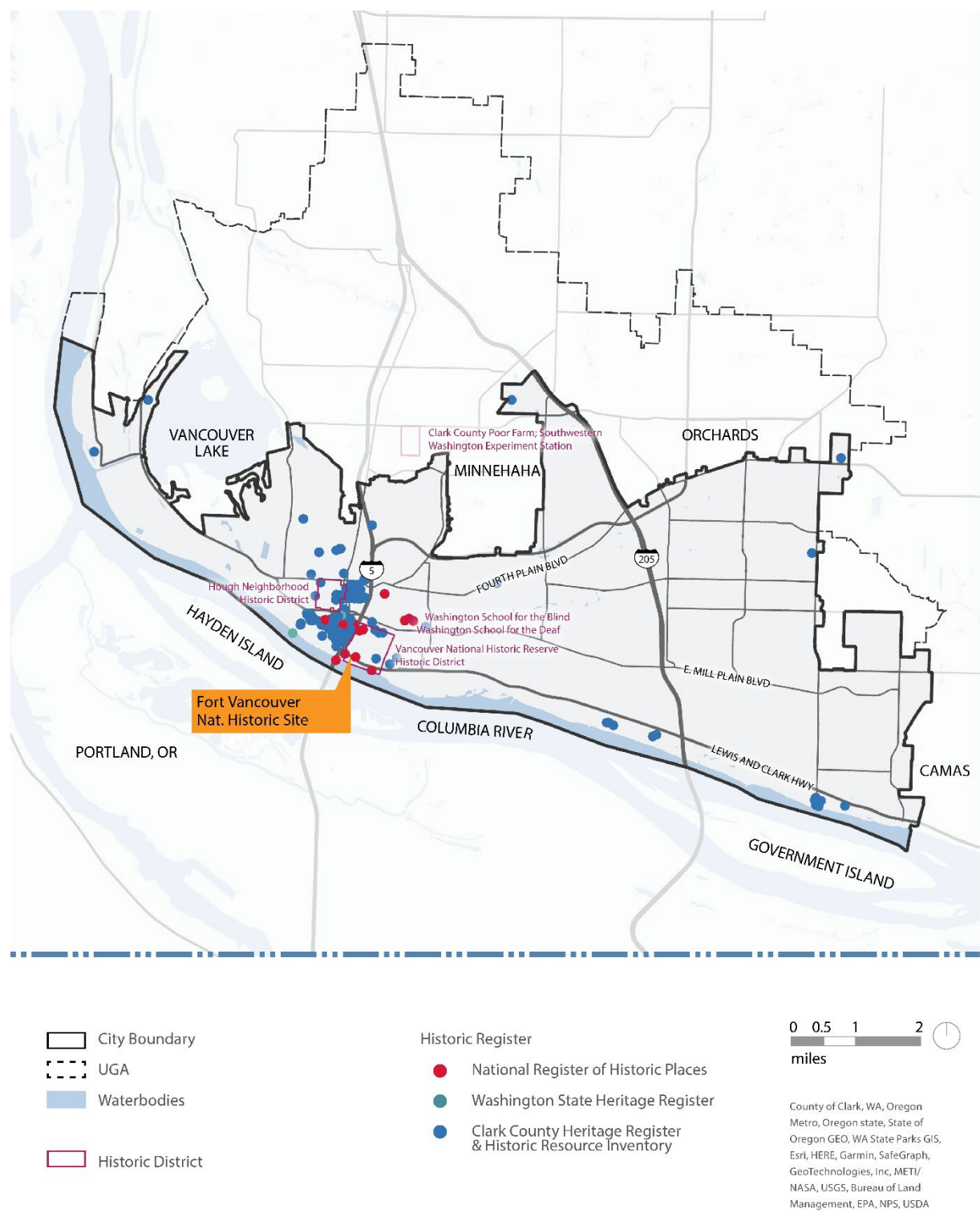
VMC 17.39 applies to properties in Vancouver and includes eligibility criteria for historic and cultural resources in Clark County, in addition to the NRHP and WSHR. Many historic sites and buildings have been revitalized to preserve their unique architectural characteristics and embrace Vancouver's history. The City is commonly recognized for its historic site, Fort Vancouver, which served as a major trading post in the 19th century and an Army post during World War II.

Figure 18 shows a map of sites in Vancouver that are listed on the NRHP, WSHR, or Clark County Heritage Register and Historic Property Inventory, and Table 11 lists NRHP sites in Vancouver. These historic sites are primarily clustered just west and east of I-5 in West and Central Vancouver, near downtown. A few county historic sites are designated along the Columbia River and at the far eastern and western edges of the city limits.

Vancouver has two designated federal and/or state historic districts:

- In West Vancouver, the Hough Neighborhood Historic District, located west of Vancouver's central business district, has been listed on the Washington Heritage Register since 2003 (Clark County 2024a). It hosts a variety of architectural styles and buildings constructed primarily between circa 1890 and 1945 and is the largest collection of existing pre-World War II housing in Vancouver.
- In Central Vancouver, the Vancouver National Historic Reserve Historic District, bounded by Evergreen Boulevard on the north, I-5 on the west, the Columbia River on the south and East Reserve Street on the east, covers about 252 acres of the 366-acre Historic Reserve created by Congress in 1996 (Clark County 2024b). It includes several nationally significant sites that contribute to its status on the NRHP, including Fort Vancouver National Historic Site, the Officer's Row National Historic District, the Vancouver Barracks National Historic District, Pearson Air Museum, the Jack Murdock Aviation Center, Pearson Airfield, Old Apple Tree Park, and Waterfront Park.

Figure 18. Federal, State, and County Historic Sites



Source: Design Workshop 2024

Table 11. National Register of Historic Places Sites in Vancouver

National Register of Historic Places Sites, Vancouver	
Anderson–Beletski Prune Farm	
Chumasero–Smith House	
Clark County Courthouse	
Clark County Poor Farm – Southwestern Washington Experiment Station	
Covington House	
Elks Building	
Evergreen Hotel	
Fort Vancouver National Site	• Pearson Air Museum • Fort Vancouver Visitor center • Japanese Castaways’ Memorial
Hidden Houses	
House of Providence	
John P. and Mary Kiggins House	
Kiggins Theater	
Luepke Florist	
Heye H. and Eva Meyer Farmstead	
Officers Row, Fort Vancouver Barracks (21 Houses)	• Ulysses S. Grant House • General O.O Howard House • George C. Marshall House • The Marshall House
Vancouver Barracks Post Hospital	
Slocum House	

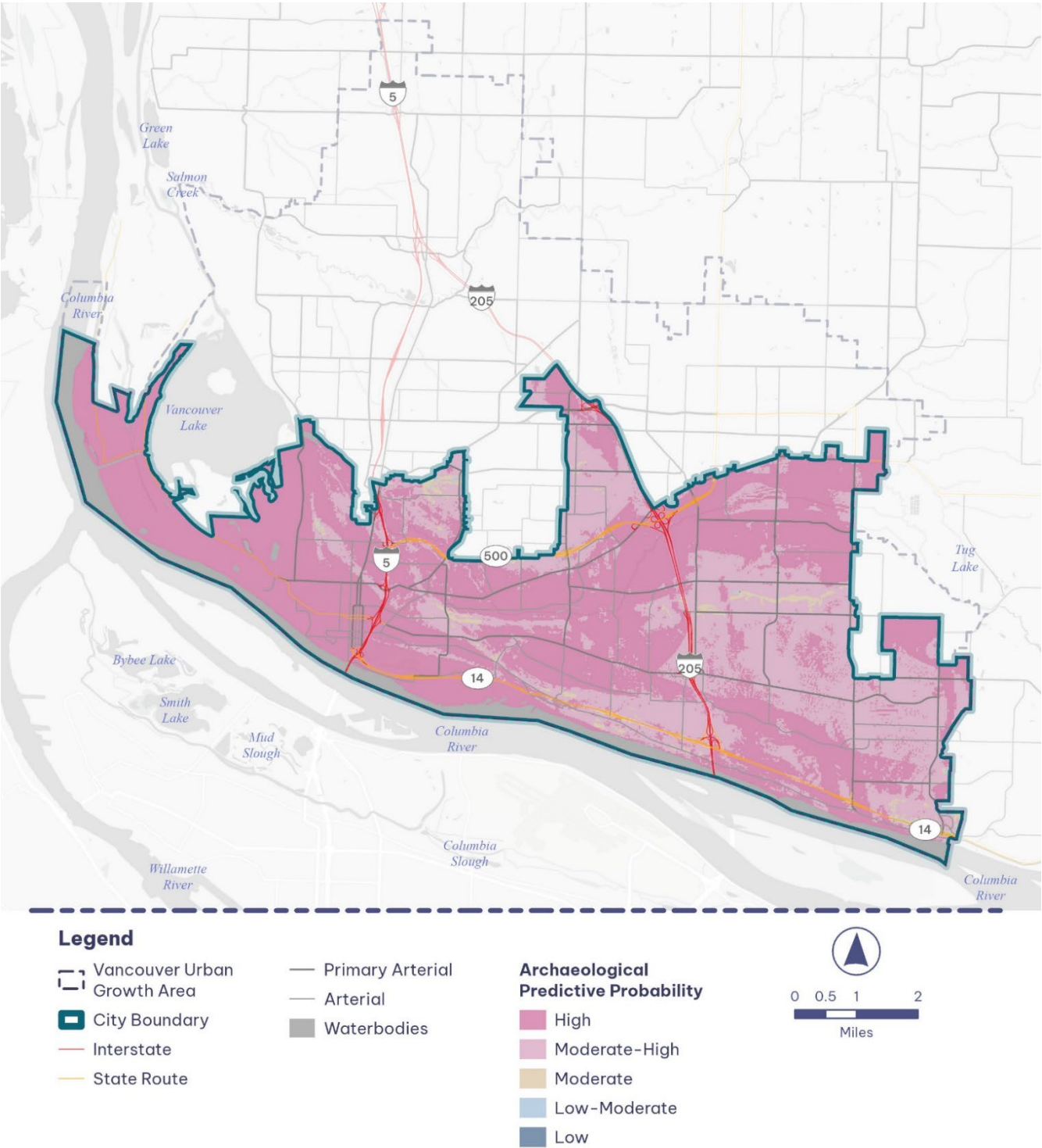
National Register of Historic Places Sites, Vancouver	
John Stanger House	
U.S. National Bank Building	
U.S. Post Office – Vancouver Main	
Vancouver National Historic Reserve Historic District	
Vancouver Public Library	
Vancouver Telephone Building	
Vancouver–Portland Bridge	
Vancouver Washington School for the Blind	
McLoughlin House	
Slocum House	
John Stanger House	

Source: Design Workshop 2024

Archaeological Resources

Figure 19 shows the probability of encountering archaeological resources throughout the city based on data from the state’s predictive model. Most of the city’s perimeter, including sites along Vancouver Lake and the Columbia River, is identified as having a higher probability of having archaeological significance. Central and East Vancouver north and south of Fourth Plain Boulevard and SR 500 are also identified as higher probability areas.

Figure 19. Archaeological Predictive Risk Probability Map



Source: Clark County n.d.

Potential Impacts

This section discusses the potential impacts of the alternatives related to the following historic and cultural preservation-related metrics:

- Level of potential impacts to historic sites
- Level of risk of uncovering archaeological resources at proposed development sites

Impacts Common to All Alternatives

The following sections outline impacts that are expected to occur under all the alternatives. Impacts specific to each alternative are discussed in the next subsections.

Level of Potential Impacts to Historic Sites

All alternatives could potentially lead to redevelopment projects that would demolish, physically alter, or change the setting of existing historic properties. They could also potentially introduce new elements into culturally or historically significant viewsheds of historic properties.

West Vancouver, particularly downtown, would have the highest potential for impacts to historic sites under all of the alternatives because it has the largest concentration of identified historic properties in the city, as well as the state-designated Hough Neighborhood Historic District (see Figure 18).

Central Vancouver would have capacity for more projected new housing units and jobs relative to West Vancouver but fewer than East Vancouver. It has fewer identified historic sites than West Vancouver but more than East Vancouver, so it would have moderate potential for impacts to these properties. Although the associated zoning designations would change under the action alternatives, it is assumed that no new development would occur within the Vancouver National Historic Reserve Historic District under any of the alternatives.

East Vancouver would have capacity for the most projected new housing units and jobs and also has the fewest identified historic sites. It would therefore have the lowest potential for impacts to historic sites under all of the alternatives.

The City's identified need to meet future minimum housing and jobs targets, regardless of alternative, could result in increased pressure to redevelop sites that have historic buildings or potential cultural or archaeological resources; however, this would be less of an issue in East and Central Vancouver under all alternatives based on the locations of identified historic sites.

Level of Risk of Uncovering Archaeological Resources at Proposed Development Sites

All alternatives could potentially lead to redevelopment projects that could uncover archaeological resources during construction. Risks of encountering archaeological resources would be highest along most of the city's perimeter, including sites along the Columbia River and Vancouver Lake, and in Central and East Vancouver north and south of Fourth Plain Boulevard and SR 500.

Because land use and zoning designations would remain similar for sites along the Columbia River and Vancouver Lake under all of the alternatives, potential impacts to archaeological resources are also expected to be similar.

No Action Alternative

In general, there would be minimal additional impacts under the No Action Alternative aside from those described in the Impacts Common to All Alternatives section. The No Action Alternative would allow for the lowest level of citywide growth and redevelopment of all the alternatives. Therefore, it would likely have the lowest potential for individual site disturbance and potential associated impacts to cultural, archaeological, and historic resources. However, the No Action Alternative would encourage continuation of a less dense, more dispersed style of urban development. In the longer term, this type of development pattern could potentially increase pressure to develop more individual sites, which could result in additional cumulative impacts to historic and cultural preservation over time.

Alternative 1

In general, there would be minimal additional impacts under Alternative 1 aside from those described in the Impacts Common to All Alternatives section. Alternative 1 would allow for more intense levels of citywide development compared to the No Action Alternative and lower levels compared to Alternative 2. Higher-density development would be allowed in fewer areas of the city than in Alternative 2, as discussed in the Land and Shoreline Use section. Overall, more sites would have the potential for disturbance and associated impacts to cultural, archaeological, and historic resources under Alternative 1 than the No Action Alternative and fewer sites would experience these impacts under Alternative 2.

In West Vancouver, the Hough neighborhood, a designated historic district, would be designated as Medium-Scale Neighborhood under both action alternatives, which would create potential pressure to redevelop historic properties into denser housing types and allow a greater mix of land uses in the area. Although the Hough neighborhood already contains multifamily housing units, the medium-scale buildings allowed in this new zoning district could have impacts on neighboring historic properties if they resulted in changes to their setting. However, West Vancouver is also identified as having the lowest capacity for

new housing units based on market feasibility and redevelopment studies compared to Central and East Vancouver under Alternative 1, as discussed in the Land and Shoreline Use section.

In Central and East Vancouver, there would be greater potential risk of encountering archaeological resources under Alternative 1 than the No Action Alternative because Alternative 1 would allow for higher-density development in higher probability areas north and south of Fourth Plain Boulevard and SR 500.

Overall, because Alternative 1 would allow for denser development patterns than the No Action Alternative, it would potentially result in less pressure to develop individual historic sites than the No Action Alternative, which could lead to fewer cumulative impacts on historic and cultural preservation over time.

Alternative 2

In general, there would be minimal additional impacts under Alternative 2 aside from those described in the Impacts Common to All Alternatives section. Alternative 2 would allow for the highest intensity of citywide development of all the alternatives, and there would be more areas designated for potential high-density development than under Alternative 1.

Similar to Alternative 1, Alternative 2 has the potential to create pressure to redevelop historic properties in the Hough neighborhood in West Vancouver into denser housing types as allowed in the Medium-Scale Neighborhood zoning district.

In Central and East Vancouver, there would be a greater potential risk of encountering archaeological resources under Alternative 2 than the No Action Alternative and Alternative 1 because of proposed higher-density and intensity development in higher probability areas north and south of Fourth Plain Boulevard and SR 500.

Overall, Alternative 2 would have the highest potential for site disturbance and associated impacts to cultural, archaeological, and historic resources at individual sites because of the higher levels of potential disturbance to existing land and buildings to accommodate new, denser development. However, because Alternative 2 would allow for the densest development patterns, it would potentially result in less pressure to develop historic sites than the No Action Alternative and Alternative 1, which could lead to fewer cumulative impacts on historic and cultural preservation over time.

Avoidance, Minimization, and Mitigation Measures

Regardless of the alternative, all future development projects will be required to comply with city and state requirements for identification and preservation of cultural, archaeological, and historic resources.

The City's development review process will ensure compliance with VMC 20.710, which requires an archaeological study (or predetermination): (1) when any part of the area to be disturbed is in an area with a high probability for archaeological resources, (2) when the development is 5 acres or more in size and wholly within an area with moderate-high and moderate probability for archaeological resources, (3) when any land to be disturbed, regardless of size or predictive model probability level, is within 0.25 mile of a recorded archaeological site. All areas that have not been previously included in an archaeological study are recommended for a predetermination-level study.

In addition, implementation of the following goals and policy measures currently under consideration for the Comprehensive Plan Update would also help to avoid, minimize, and mitigate potential impacts to historic and cultural preservation identified for the action alternatives:

- Support a thriving cultural landscape for residents and visitors by investing in public art, cultural centers and facilities, historic preservation, and supporting community-centered initiatives and opportunities for creative expression that reflect the city's diverse identities and historic roots.
- Develop standards for public spaces and buildings that incorporate culturally specific design principles and art installations and reflect the diverse history and heritage of Vancouver communities.
- Foster meaningful partnerships with tribal communities and land stewards, integrating their knowledge, priorities, and cultural perspectives into local decision-making processes.
- Engage community organizations and individuals representing diverse lived and cultural experiences in the planning, design, and programming of community spaces.
- Protect and preserve significant cultural, historic, archaeological, and ecologic community resources. Promote preservation, restoration, and rehabilitation of historic and architecturally significant structures.
- Improve access to arts, cultural, and heritage programs by reducing barriers to participation, prioritizing underserved and historically marginalized communities, and investing in related programs.
- Strengthen Vancouver's cultural sector by investing in capacity building across arts, culture and heritage organizations as an economic and cultural driver of the community.

- Protect and promote Fort Vancouver and the Historic Reserve as nationally significant cultural and historic assets. Support public investment, inclusive programming, and heritage-based economic development. Oppose efforts to reduce funding or public accessibility.

Significant Unavoidable Adverse Impacts

All alternatives have the potential to create impacts to historic and cultural preservation as a result of expected population and job growth and development. The anticipated changes would occur incrementally, and with the implementation of avoidance, minimization, and mitigation measures, no significant unavoidable adverse impacts to historic and cultural preservation are anticipated for any of the alternatives.

Transportation

Methodology

Analysts reviewed relevant information and policies to qualitatively describe existing citywide conditions for vehicular, active, water, rail, and airborne transportation, as well as parking and safety conditions, including the following sources:

- Clark County Regional Transportation Plan (RTC 2024)
- City of Vancouver Transportation System Plan (TSP) 2024–2044 (City of Vancouver 2024a)
- C-TRAN 2021–2026 Transit Development Plan (C-TRAN 2021)
- Community Atlas: Existing Conditions Report (Design Workshop 2024)
- Southwest Washington Regional Transportation Council (RTC) regional travel demand model outputs (RTC 2025)

In coordination with the City, RTC refined and ran the regional travel demand model for the alternatives described in Chapter 2 to estimate transportation conditions in 2045 (RTC 2025). Using the outputs from the model, analysts reviewed the alternatives and determined potential adverse impacts and associated mitigation measures for the following performance metrics:

- Vehicle miles traveled (VMT)
- Level of mode shift
- Mobility units by transportation analysis districts
- Potential for increases in fatal/severe crashes

Affected Environment

Vehicular Transportation

Vancouver's street network consists of highways, arterials, and collectors, as shown in Figure 20. Few streets connect directly across the city (City of Vancouver 2024a). Interstate 5 (I-5) runs north-south through Western-Central Vancouver and provides connectivity to nearby Portland, Oregon, as well as the whole West Coast. Interstate 205 (I-205) serves as a bypass for I-5, running north-south and terminating in Salmon Creek, WA at the north end and in Tualatin, Oregon at the south end.

State Route (SR) 14 runs east-west, starting at I-5 in Vancouver, running through the Columbia River Gorge, and ending at I-82/US 395 in Plymouth, Washington. SR 14 is a key connector to Camas and Washougal, located east of Vancouver. SR 500 is an auxiliary route of I-5, running east-west and connecting I-5 to I-205.

The city's arterial network, including Mill Plain Boulevard, 112th Avenue, and Andresen Road, has major destinations, transit service, higher speed limits, wider roadways, and the greatest number of crashes.

The City's transportation system is guided by the TSP, which provides policy direction on transportation infrastructure investments in the City and considers regional transportation needs (City of Vancouver 2024a). The 2024-2044 TSP proposes a framework for future transportation investment intended to reduce car dependency and improve mobility and safety for all, regardless of age, ability or travel mode.

While the 2024 TSP largely focuses on working within the existing roadway system to expand safe transportation options for all users, the City also plans to invest in upgrading and building out the primary arterial roadway system. These large-scale capital projects are designed to bring major roadways up to urban standards; add turn lanes, mobility lanes (a renaming of "bike lanes" to account for their use by bikes, e-bikes, and other small mobility devices such as scooters) and sidewalks; improve safety; and reduce congestion by accommodating recent and future developments along arterial streets.

Table 12 shows modeled existing citywide daily VMT, and Table 13 shows modeled existing mode split.

Safety

From 2010 to 2019, the number of crashes in the City increased 29% while the population grew by 13%. During the pandemic, crashes declined 5% from 2019 to 2022 (City of Vancouver 2024a).

The TSP found that long distances between crossings, lack of sidewalks on nine miles of arterial streets, and bicycling and small mobility facilities that end abruptly contribute to feelings of unsafe conditions. Distraction and inattention make up the top two factors contributing to crashes across all crash types. Figure 21 provides a map of collisions by type in 2020.

Freight

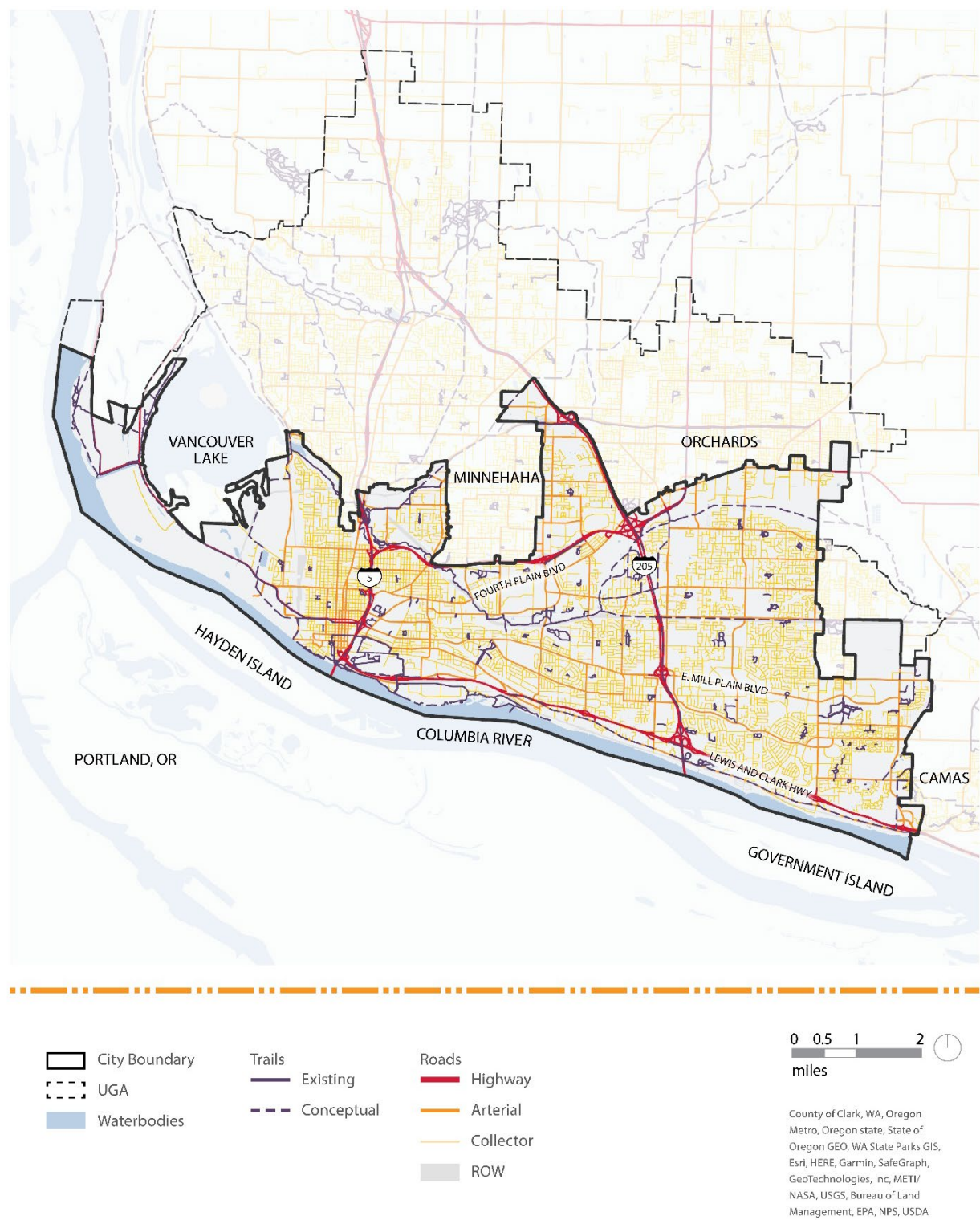
Freight is critical to the City's economy (City of Vancouver 2024a). The City works to integrate design and policy treatments so freight and vulnerable users can navigate the same streets.

The 2024 TSP calls for development of a freight network classification that designates where freight movements are expected and planned to occur. The City uses freight categories that align with state, regional, and national designations, including:

- Critical corridors. These are important for through truck traffic to maintain mobility for regional or national connections. Within this category, the two subcategories are (1) National Highway Freight Network, and (2) Truck Freight Economic Corridors.
- Freight access streets. Trucks must use streets throughout the city for deliveries. The freight network recognizes these local access streets based on actual truck usage.

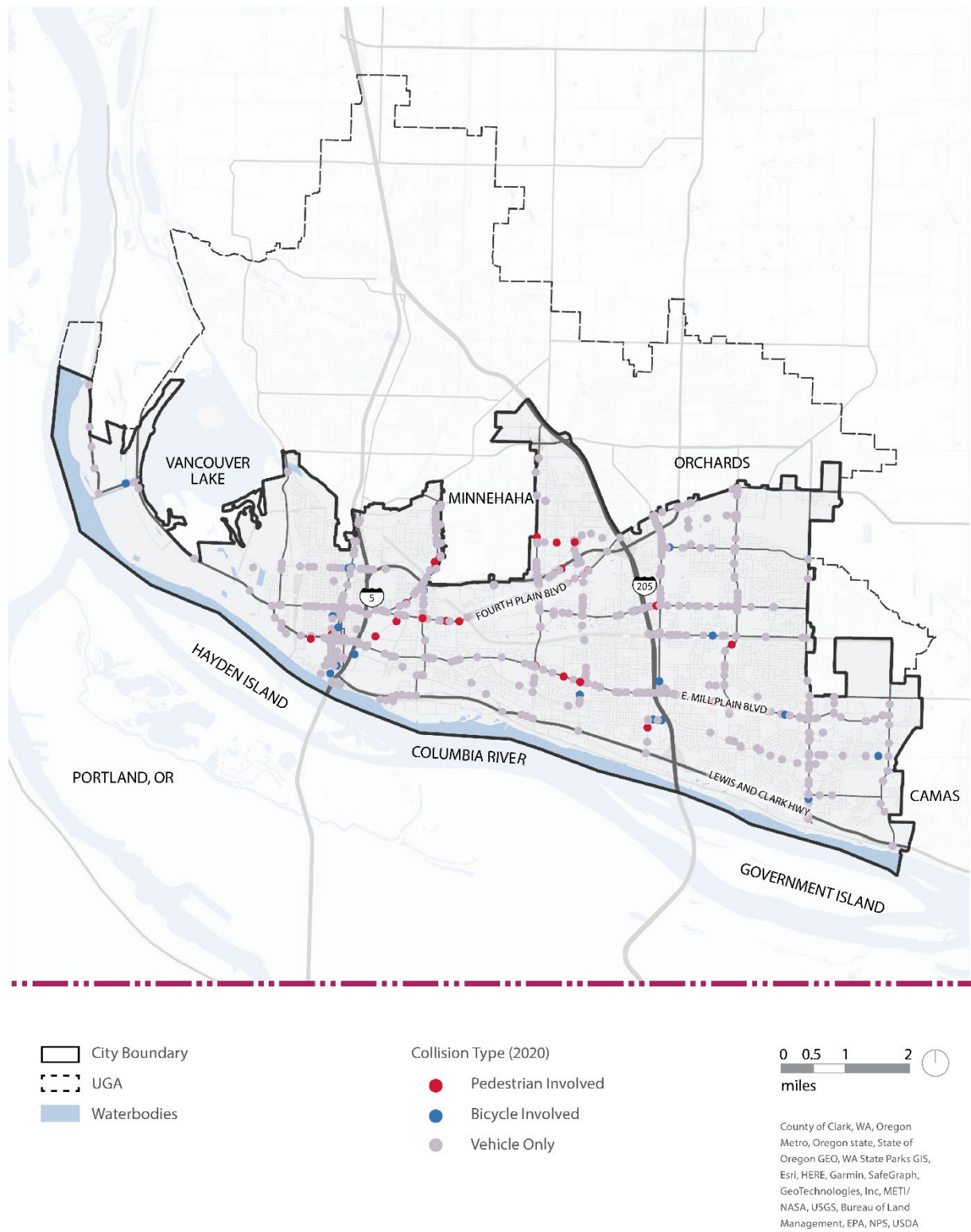
Figure 22 shows the City's future freight network, which includes I-5, I-205, SR 14, SR 500, SR 501, SR 503, Fourth Plain Boulevard, Mill Plain Boulevard, and others.

Figure 20. Road Classification Map



Source: Design Workshop 2024

Figure 21. Citywide Locations of Traffic Collisions in 2020



Source: Design Workshop 2024

Figure 22. Citywide Critical Freight Corridors



Source: City of Vancouver 2024a

Parking

Nearly half of city-managed off-street parking spaces are unoccupied on a typical weekday (City of Vancouver 2024a). Over one-third of on-street parking spaces are unoccupied on the average weekday (City of Vancouver 2024a). Updates to accommodate growth present an opportunity to right-size parking, balancing vehicle accessibility with the need to preserve valuable land for housing, recreation, and other uses.

Transit

C-TRAN operates bus routes of varying frequency that connect residents to destinations within the City and to Portland and neighboring municipalities. Figure 23 shows current bus routes and stop locations in the city.

Vancouver is home to the region's first bus rapid transit (BRT) system. The Vine BRT provides frequent daily service, every 15 minutes or better, along the Fourth Plain and Mill Plain corridors. Since opening in 2017, the Vine BRT has decreased travel times for riders by 12%, with up to 10 minutes saved per trip. Bus ridership has increased by 45% while per-passenger cost decreased by 21% (City of Vancouver 2024a). Approximately 25% of Vancouver residents live within a quarter mile of the Vine BRT lines (City of Vancouver 2024a).

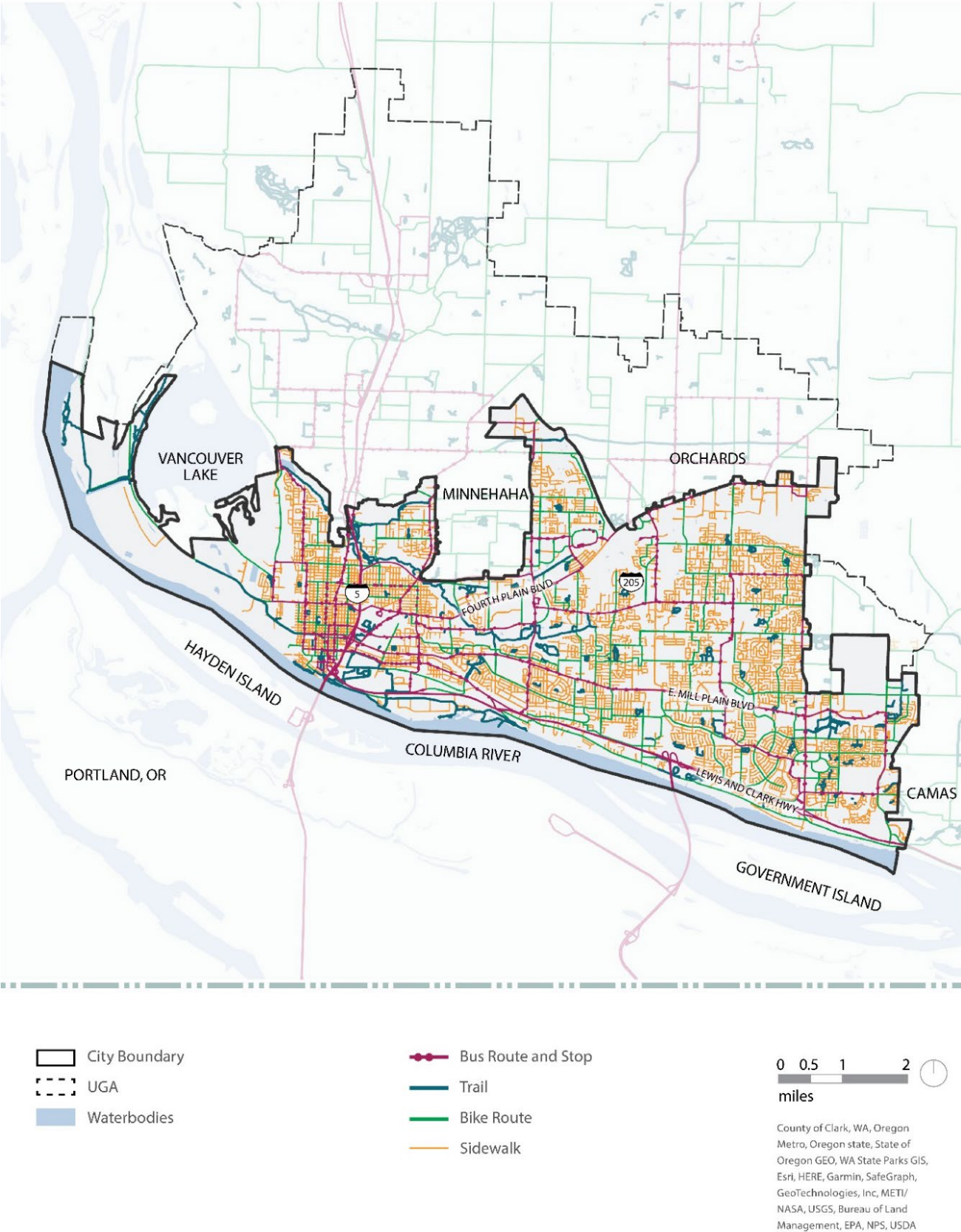
The C-TRAN 2021-2036 Transit Development Plan calls for a 10% increase in transit service and identifies capital needs to prepare for long-term growth.

Active Transportation

The City currently has 628 sidewalks, 10,630 curb ramps, and 129 miles of mobility lanes, including 29 miles of multi-use trails (City of Vancouver 2024a). Nine miles of arterial streets are currently lacking sidewalks (City of Vancouver 2024a). The TSP identifies nearly 230 planned small mobility and pedestrian projects and their priority level to help address these gaps. Figure 23 shows current active transportation facilities in the city.

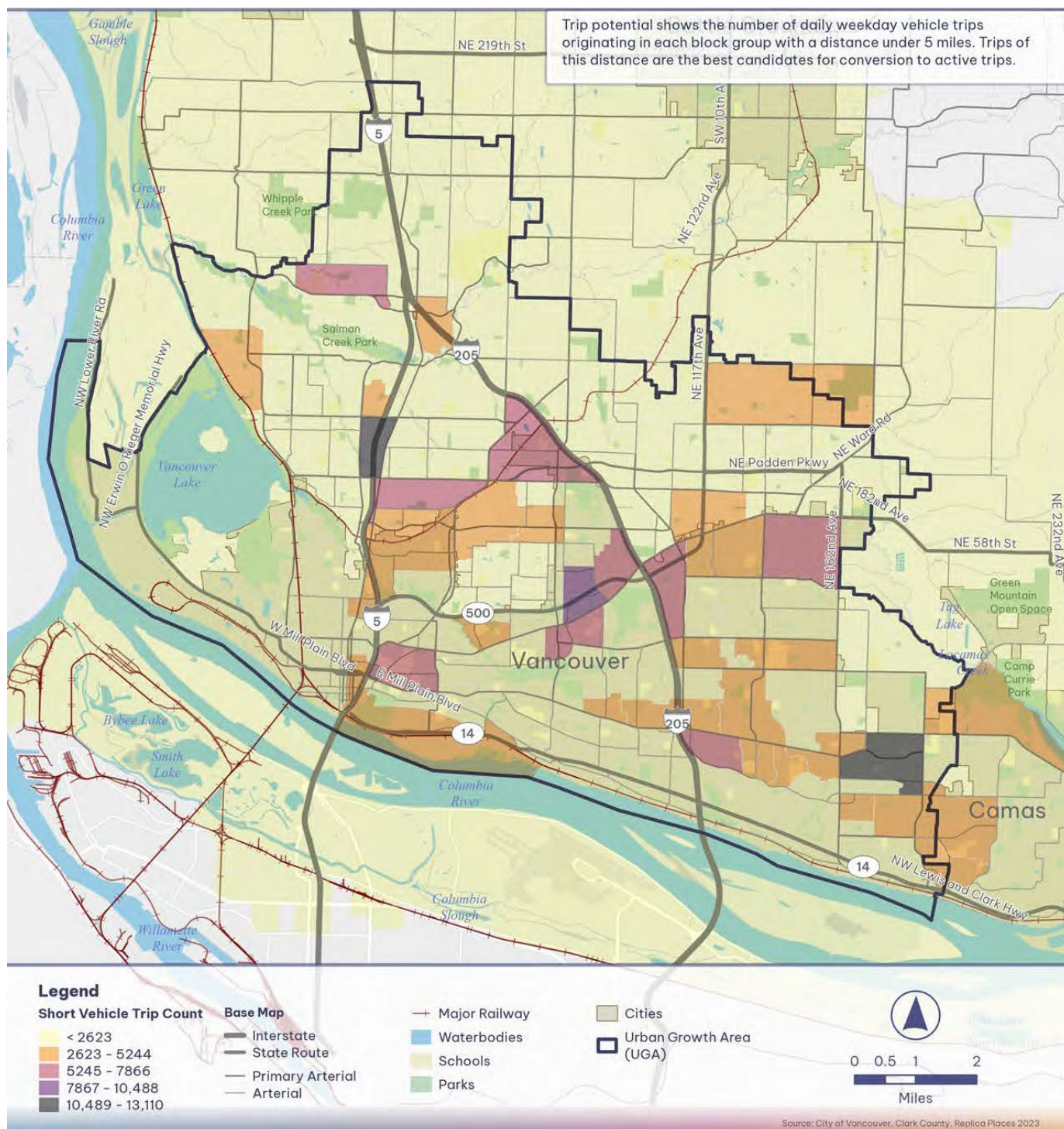
Looking to the future, there is strong potential for increasing active transportation trips in every part of the city and region (Alta 2024). Over one-third of vehicle trips in Vancouver are less than 4 miles, and are therefore potential candidates for conversion to active trips (Alta 2024). To convert the most motor vehicle trips to active trips and achieve greenhouse gas emission reduction, implementing land use and transportation strategies in the areas surrounding Clark College, the Vancouver Mall, Walnut Grove, the Hazel Dell Towne Center, the Hewlett-Packard campus/Columbia Tech Center, the Salmon Creek Park and Ride, and the eastern end of SE Mill Plain Boulevard would likely yield the most benefits (Alta 2024). Figure 24 shows the concentration of short vehicle trips by location, with areas with more of these trips indicating a higher potential for future conversion to active trips throughout the city.

Figure 23. Existing Citywide Transit and Active Transportation Facilities



Source: Design Workshop 2024

Figure 24. Active Trip Potential in Clark County by Census Block Group Origin



Source: Alta 2024

Potential Impacts

This section discusses the potential impacts of the alternatives related to the following transportation metrics:

- VMT
- Level of mode shift
- Mobility units
- Potential for increases in fatal/severe crashes

Impacts Common to All Alternatives

The following sections outline impacts that are expected to occur under all the alternatives. The regional transportation model outputs used for this analysis consider assumptions about future population and employment growth, expected changes in land use, and reasonably foreseeable future transportation projects. Therefore, the transportation effects analysis accounts not only for potential direct effects but also potential indirect and cumulative effects resulting from the Comprehensive Plan Update. Because of the comparative nature of the transportation analysis, impacts for all of the alternatives are discussed in this section to allow for an easier comparison across alternatives.

Vehicle Miles Traveled

All of the alternatives would increase VMT to some degree in 2045 as compared to existing conditions because of expected growth and development.

In comparison to the No Action Alternative, overall daily VMT for all vehicles would be about 10% higher under Alternative 1 and about 12% higher under Alternative 2. There would be minimal to no difference in daily VMT for trucks between the three alternatives.

Daily VMT per household would be similar to existing conditions for all of the alternatives. However, VMT per household is projected to be slightly lower under Alternatives 1 and 2, likely because they propose more areas with a mix of residential and commercial land uses, which could reduce the length and frequency of vehicle trips.

Table 12. Modeled Existing and Future Daily Vehicle Miles Traveled in Vancouver

Vehicle Type	Existing (2023)	No Action Alternative ^a (2045)	Alternative 1 (2045)	Alternative 2 (2045)
All Vehicles Except Trucks	3,949,553	4,783,852	5,343,949	5,465,254
Trucks (in Passenger Car Equivalent)	215,391	544,077	541,923	541,302
Total	4,315,718	5,327,928	5,885,872	6,006,556
VMT Per Household (average miles per day)^b	45.6	44.9	42.5	41.9

Source: RTC 2025

Notes:

- a The No Action is based on capacity only and does not account for feasibility of redevelopment, whereas Alternatives 1 and 2 include assumptions related to market feasibility and redevelopment.
- b VMT per household under existing conditions (2023) based on assumption of 94,587 households. For 2045, VMT per household is based on assumptions of 118,607 households in the No Action Alternative, 138,517 households in Alternative 1, and 143,473 households in Alternative 2, calculated by adding estimated new housing unit capacity to 2023 estimated household data from Clark County.

Level of Mode Shift

Mode shift refers to whether people change the way they choose to travel (e.g., from driving alone to walking or bicycling). There would be minimal to no difference in mode split among the alternatives in 2045 compared to existing conditions, indicating no mode shift resulting from the action alternatives, as shown in Table 13.

Vehicular travel would remain the dominant transportation mode citywide, representing nearly 90% of trips, while transit and bike would have the lowest share of trips. Transit trips are projected to increase slightly, and single-occupancy vehicle trips are projected to decrease slightly, as a share of all transportation modes between existing and future conditions.

Table 13. Modeled Existing and Future Mode Split in Vancouver

Transportation Mode	Existing (2023)	No Action Alternative ^a (2045)	Alternative 1 (2045)	Alternative 2 (2045)
Single-occupancy vehicles	49.0%	47.8%	47.9%	47.8%
High-occupancy vehicles	39.7%	40.0%	39.8%	39.9%
Transit	1.7%	2.7%	2.4%	2.4%
Walk	7.4%	7.3%	7.6%	7.7%
Bike	2.2%	2.2%	2.2%	2.2%

Source: RTC 2025

Note:

- a The No Action is based on capacity only and does not account for feasibility of redevelopment, whereas Alternatives 1 and 2 include assumptions related to market feasibility and redevelopment.

The average trip length across all transportation analysis zones within the City was projected to be about 4 miles under all of the alternatives (RTC 2025). This trip length of less than 5 miles indicates a similar potential for conversion of vehicle trips to active transportation trips under all alternatives.

Mobility Units by Transportation Analysis Districts

A mobility unit is a standardized measure used to quantify the transportation demand generated by a development or project. It is a broader way of looking at transportation demand than traditional vehicle trips because it represents the number of trips or movements (as measured in person miles) made by individuals using various modes of transportation, including walking, cycling, driving, and public transit. The concept of a mobility unit enables a more complete comparison and assessment of multimodal transportation impacts across different developments as well as the full range of multimodal system solutions (City of Vancouver 2024a).

Estimated mobility units were calculated for 2045 based on the new person trips originating in each district and the average trip length. Table 14 shows the relative differences in mobility units (as measured in person miles) between Alternative 1, Alternative 2 and the No Action Alternative. Figure 25 shows the locations of the districts analyzed in the regional model.

The higher mobility units in most areas of the city under both alternatives, compared to the No Action Alternative, reflect the greater number of person trips by all modes within these districts. This is because of proposed land use changes that would generate greater concentrations of housing units and jobs, particularly in areas of East Vancouver like Evergreen/Burton and Fisher's Landing. Under Alternative 1, some areas, such as the Vancouver Central East and Vancouver Central West districts of West Vancouver, would experience no meaningful difference in mobility units compared to the No Action Alternative based on the projected lower new capacity for jobs and housing units in those areas.

Alternative 2 would generate higher mobility units in all districts than Alternative 1. The largest differences would be in Central Vancouver (North Van Mall district) and East Vancouver (in the districts of Evergreen/Burton, Cascade Park, Fisher's Landing), where denser or more intense land uses are proposed under Alternative 2 compared to Alternative 1 and the No Action Alternative (refer to the Land and Shoreline Use section of Chapter 3 for more details).

Table 14. Mobility Units Originating from Transportation Analysis Districts as Compared to No Action Alternative in 2045

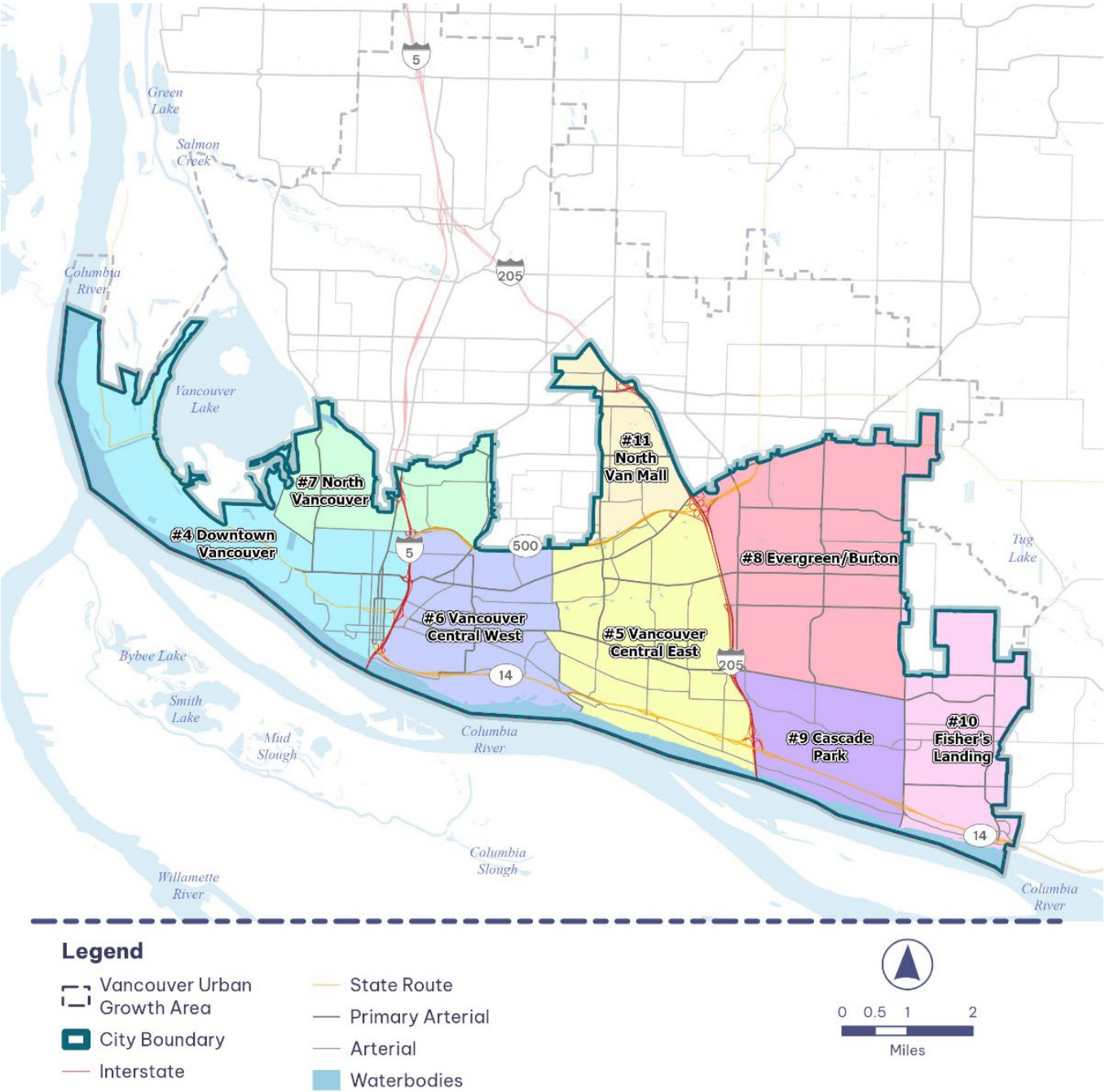
Map Reference	District	Alternative 1 (person miles per day)	Alternative 2 (person miles per day)
4	Downtown Vancouver	11,963	16,654
5	Vancouver Central East	0 ^a	31,188
6	Vancouver Central West	0 ^a	5,348
7	North Vancouver	30,897	39,287
8	Evergreen/Burton	201,130	224,963
9	Cascade Park	35,022	61,481
10	Fisher's Landing	444,765	495,245
11	North Van Mall	33,959	53,712

Source: RTC 2025

Note:

- a. 0 value represents that new person trips generated were lower in comparison to the No Action Alternative. The No Action is based on capacity only and does not account for feasibility of redevelopment, whereas Alternatives 1 and 2 include assumptions related to market feasibility and redevelopment.

Figure 25. Locations of Transportation Analysis Districts



Source: RTC 2025

Potential for Increases in Fatal/Severe Crashes

Safety impacts were assessed based on projected future traffic volume differences between the No Action and Action Alternatives. The city's top 10 roadway segments as ranked by crash weight (based on the cost by injury level) from 2016 to 2020 were analyzed to determine how volume changes could affect safety at safety corridors identified in the City of Vancouver's Local Road Safety Plan, 2022-2026.

Both Alternative 1 and Alternative 2 would have higher daily traffic volumes compared to the No Action Alternative across most safety corridors in 2045, as shown as percentage differences in Table 15. Compared to the No Action Alternative, there would be notably higher differences in traffic volumes on the SE Chkalov Drive, E Mill Plain Boulevard, Grand Boulevard and NE St. James Road segments under Alternative 2 than Alternative 1 because of more intense levels of development proposed near those roadways under Alternative 2. Alternative 2 would have marginally higher traffic volumes than Alternative 1 at most other locations. Under both alternatives, the largest difference in traffic volumes compared to the No Action Alternative would be on the SE 164th Avenue segment in East Vancouver, which is near the Section 30 area that is proposed for redevelopment.

An increase in volume does not necessarily indicate an increase in fatal or severe crashes. However, increases in traffic volumes can increase the number of crashes due to greater volumes of vehicles on the road and increased exposure to vehicles by all roadway users.

Table 15. Modeled Daily Volume Differences between No Action Alternative and Action Alternatives for Safety Corridors in 2045

Safety Corridor	Alternative 1	Alternative 2
SE Chkalov Drive: SE Mill Plain Boulevard – SE 7th Street	9%	20%
E Fourth Plain Boulevard: Falk Road – Stapleton Road	0%	3%
NE Fourth Plain Boulevard: NE 121st Avenue– 127th Avenue	14%	14%
SE 164th Avenue: SE 1st Street to SE Mill Plain Boulevard	45%	46%
SE Mill Plain Boulevard: Chkalov Drive – 123rd Avenue	2%	3%
E Mill Plain Boulevard: Grand Boulevard – Brandt	7%	14%
NE 112th Avenue: 39th Street– 28th Street	6%	8%
Grand Boulevard: Fourth Plain Boulevard – 33rd Street	1%	15%
E Mill Plain Boulevard: Andresen Road – Garrison Road	4%	8%
NE St. James Road: NE 49th Street – Petticoat	-9%	5%

Source: RTC 2025

Note: The No Action is based on capacity only and does not account for the feasibility of redevelopment, whereas Alternatives 1 and 2 include assumptions related to market feasibility and redevelopment.

Avoidance, Minimization, and Mitigation Measures

Under all alternatives, future growth and associated increased demand for transportation facilities will be addressed as part of the City’s regular capital project planning efforts and updates to its six-year Transportation Improvement Program (TIP) (Table 16). The current TIP identifies several large capital improvement projects, identified for completion during the six-year period between 2025 and 2030 (City of Vancouver 2025a).

Table 16. Planned Large Capital Transportation Improvement Projects, 2026–2031

Project	Focus
NE 137th Ave. from NE 49th to NE Fourth Plain Blvd.	Corridor upgrades to enhance safety, manage access and minimize delays now caused by turning vehicles.
NE 18th St. from NE 97th Ave. to NE 107th Ave.	New urban arterial and upgrade of existing segments to current arterial standards, including multimodal facilities.
Jefferson St. from W Evergreen Blvd. to W Mill Plain Blvd.	Urban arterial upgrade of existing roadway to two vehicle lanes with separated multi-use path.
NE 192nd Ave. from SE 1st St. to NE 18th St.	Urban upgrade of existing two-lane street to improve system, safety, mobility, and accessibility.
Fruit Valley Freight Access and Safety Improvements	New north–south freight corridor, including multimodal facilities.
NE 112th Ave. from E Mill Plain Blvd to NE 28th St.	Corridor improvements to bring NE 112 th Ave. up to urban arterial standards, and address safety and accessibility issues for all modes.
NE 28th St. from 142nd Ave. to NE 162nd Ave.	Upgrade of existing two-lane former rural road to urban 3-lane minor arterial with multimodal facilities to address capacity and improve pavement and safety conditions.
NE 49th St. from NE 122nd Ave. to NE 137th Ave.	Upgrade of existing two-lane street to three-lane urban minor arterial with multimodal facilities to improve safety and capacity.
NE 18th St. from NE 164th Ave. to NE 192nd Ave.	Upgrade of two-lane principal arterial to increase safety and improve service levels.
NE 18th St. from NE 142nd Ave. to NE 162nd Ave.	Upgrade of two-lane road to principal arterial standards.

Project	Focus
NE 59th St. from NE 147th Ave. to NE 162nd Ave.	New three-lane minor arterial street with multimodal facilities to address circulation needs, improve safety, mobility, accessibility, and stormwater management.

Source: City of Vancouver 2025a

Specific measures to avoid, minimize, and mitigate impacts could potentially include developing infrastructure for active transportation such as walking and cycling, implementing intelligent transportation systems (ITS) for more efficient traffic management, and enhancing public transportation. These strategies aim to address increased travel demand and improve overall transportation capacity and efficiency.

In addition, implementation of the following policy measures currently under consideration for the Comprehensive Plan Update would also help to avoid, minimize, and mitigate potential transportation impacts identified for the action alternatives:

- Provide a reliable, frequent, and accessible transportation system that seamlessly connects residents to key areas of the city and region.
- Provide community members with access to low-carbon travel options, including walking, cycling, small mobility, and transit, to connect important destinations while reducing reliance on single-occupancy vehicles. Improve active transportation infrastructure particularly in areas with inadequate pedestrian and micromobility infrastructure, to increase the share of trips made by foot, bike, or other small mobility devices.
- Adopt street standards that create comfortable, inviting multimodal streets. Adopt connectivity standards to improve pedestrian and small mobility safety and accessibility.
- Apply standards to development, capital, maintenance, and planning projects including maximum block length, unconnected streets, cul-de-sac connections, linkages between land uses, and multiple access points.
- Implement the citywide low-stress bicycle and small mobility network that prioritizes safety and comfort for people of all ages and abilities.
- Designate and enhance freight corridors to facilitate efficient movement of goods and reduce congestion. Improve infrastructure and connectivity to and from the Port of Vancouver to streamline freight operations.
- Eliminate traffic-related fatalities and serious injuries and create a safe and comfortable travel environment for all users.
- Implement strategic pricing mechanisms to regulate the availability of on-street parking in Mixed-Use and Regional Activity Centers.

- Implement land use patterns that reduce VMT, traffic congestion, and greenhouse gas emissions, and improve safety and air quality.
- Tailor regulations, incentives, and investments to facilitate development near current and future transit stations, ensuring new development is accessible to historically excluded and underserved communities and those most reliant on public transit.
- Prepare for emerging technologies by updating City policies and operational requirements for shared mobility and emerging mobility vendors, including Autonomous Vehicles.
- Develop guidance and encouragement for community use of the right-of-way, including plazas, parklets, “streateries,” open streets events, public art, and demonstration projects.
- Ensure transportation systems meet universal design standards, prioritizing mobility solutions for disabled, senior, youth, and low-income residents across all modes.
- Work with nonprofit and private partners, Clark County and adjacent cities to build out the regional trail network for recreation and active transportation purposes.
- Coordinate closely with Clark County, other cities, and other government entities such as C-TRAN, the RTC, and school districts to sustainably manage urban growth areas, efficiently deliver urban services, expand regional transit and multimodal connectivity, and coordinate on shared goals and responsibilities, in accordance with adopted countywide planning policies.
- Update regulations and design guidance to reflect multimodal level of service (LOS) standards that require private development and capital projects to advance multimodal safety and support shifts to non-drive-alone modes.
- Create safe walking connections through programs that identify and invest in Safe Routes to Schools and Community Safe Routes that link people to transit and other important community destinations.

Significant Unavoidable Adverse Impacts

All alternatives have the potential to create impacts to existing transportation infrastructure as a result of expected population and job growth and development, with greater potential impacts under Alternatives 1 and 2 than the No Action Alternative. The anticipated changes would occur incrementally, and with the implementation of avoidance, minimization, and mitigation measures, no significant unavoidable adverse impacts to transportation are anticipated for any of the alternatives.

Noise

Methodology

Analysts reviewed relevant information sources and policies to qualitatively describe existing citywide noise conditions, including the following sources:

- WAC 173-60, Maximum Environmental Noise Levels: Establishes maximum permissible noise levels for three classes of environmental designations for noise abatement (EDNA): residential (generally known as Class A in the WAC), commercial (Class B), and industrial (Class C) noise, as shown in Table 17, along with construction noise limits.
- VMC 20.935, Off-Site Impacts: Includes mitigation requirements where potential impacts to adjacent uses from a proposed land use or development are identified. Outdoor construction, including construction staging, is limited to 7:00 a.m. to 8:00 p.m. seven days a week.
- VMC 20.520, Noise Impact Overlay District: Recognizes that certain areas of the city experience greater levels of transportation noise through establishment of a Noise Impact Overlay District. This district covers the part of the city determined to be most affected by noise from Portland International Airport, Burlington Northern Railroad, I-5, and Pearson Airport. The code regulates and places limits on new construction, expansion, and reconstruction of residential structures within this district.
- U.S. Department of Transportation National Transportation Noise Map (USDOT 2020).

Analysts then reviewed the alternatives to determine potential adverse impacts and associated mitigation measures using the following metrics:

- Potential for construction noise impacts in residential/noise-sensitive areas
- Potential for increased transportation noise impacts in residential/noise-sensitive areas
- Capacity for new housing in areas with high transportation noise

Analysts estimated potential changes in noise levels from transportation sources based on outputs from the RTC regional transportation demand model, as described in the Transportation section.

Table 17. Maximum Washington State Permissible Noise Levels

EDNA of Noise Source	EDNA of Receiving Property (dBA) Class A ^a	EDNA of Receiving Property (dBA) Class B	EDNA of Receiving Property (dBA) Class C
Class A	55 / 45	57	60
Class B	57 / 47	60	65
Class C	60 / 50	65	70

Source: WAC 173-60-040

Note:

a Limits for noise received in Class A EDNA are reduced by 10 dBA during nighttime hours (10 p.m. to 7 a.m.).

Key: EDNA = environmental designations for noise abatement

Affected Environment

As with most urbanized environments, the most common sources of environmental noise in Vancouver come from transportation and heavy industrial uses.

The primary noise sources in the area include vehicles traveling on I-5, I-205, SR 14, SR 900, and arterial roads. While not as consistent as noise from various roadways located in the comprehensive plan area, aircraft noise from Portland International Airport and Vancouver Pearson Field, and railway noise along the BNSF Railway paralleling I-5 and SR 14 and the Portland Vancouver Junction Railroad contribute to overall noise levels.

Noise from industrial facilities located along the Vancouver Waterfront and near the railways and from a variety of ongoing construction projects in and around downtown Vancouver influence noise levels in these localized areas.

The National Transportation Noise Map identifies areas with existing exposure to aviation, highway, and rail noise (USDOT 2020). Table 18 summarizes current ranges of transportation noise levels throughout Vancouver. Figure 26 shows a map of the distribution of existing transportation noise levels throughout the Vancouver area, which indicates higher noise levels near highways and major arterials.

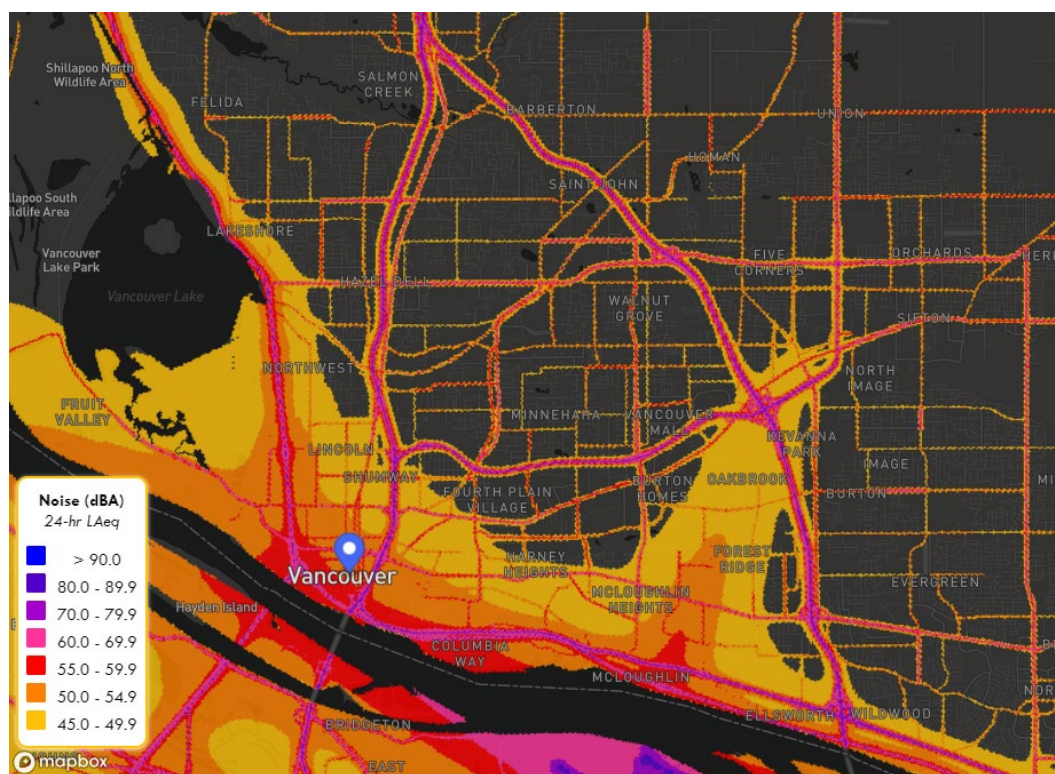
Table 18. Existing Transportation Noise Levels in Vancouver

Mode	Existing Noise Level (dBA)	Location
Aviation	45.0 to 59.9	Increases with proximity and extends farthest directly north of the Portland airport.
Road	50.0–89.9 40.0–59.9	Along I-5, I-205, SR 14, and SR 500 Arterial roads
Rail	45.0 to 89.9	Along the BNSF Railway (paralleling I-5 and SR 14) and the Portland Vancouver Junction Railroad

Source: USDOT 2020

Key: dBA = A-weighted decibels; I = Interstate; SR = State Route

Figure 26. Distribution of Existing Transportation Noise Levels in Vancouver Area



Source: USDOT 2020

Potential Impacts

This section discusses the potential impacts of the alternatives related to the following noise metrics:

- Potential for construction noise impacts in residential/noise-sensitive areas
- Potential for increased transportation noise impacts in residential/noise-sensitive areas
- Capacity for new housing in areas with high transportation noise

The regional transportation model outputs that informed this noise analysis consider assumptions about future population and employment growth, expected changes in land use, and reasonably foreseeable future transportation projects. Therefore, the noise effects analysis accounts not only for potential direct effects but also potential indirect and cumulative effects resulting from the Comprehensive Plan Update.

Impacts Common to All Alternatives

All alternatives would include new development of residential (referred to in the WAC as Class A source and receiving properties), commercial (Class B source and receiving properties), and industrial (Class C source and receiving properties) lands. As shown in Table 17, a Class B noise source affecting Class A receiving properties is restricted to a sound level of 57 A-weighted decibels (dBA) during daytime hours (7 a.m. to 10 p.m.) and 47 dBA during nighttime hours (10 p.m. to 7 a.m.). A Class C noise source affecting Class A receiving properties is restricted to a sound level of 60 dBA during daytime hours and 50 dBA during nighttime hours.

The following sections outline impacts that are expected to occur under all the alternatives. Impacts specific to each alternative are discussed in the next subsections.

Potential for substantial construction noise impacts in residential/noise-sensitive areas

All alternatives would include construction activities associated with future growth and development, which would increase short-term noise levels at noise-sensitive areas, such as residences, schools, and nursing homes. Because of the requirements of H.B. 1110, all of the alternatives would allow for new housing development on city lands currently designated as Urban Lower Density, which could potentially result in construction activities immediately adjacent to existing noise-sensitive residential properties.

The level of these temporary impacts would depend on the proximity to construction activities, and other local context such as topography, the extent of existing ambient noise from roadways and other nearby sources. Construction of taller buildings and/or structures with underground parking would have the greatest potential for temporary noise impacts

because these building types would likely require use of louder construction equipment, such as pile drivers, for foundation work.

Potential for increased transportation noise impacts in residential/noise-sensitive areas

After construction of individual developments, additional operational noise is anticipated under all alternatives because of projected increases in volumes of vehicles traveling on existing and future roadways, increases in rail and aircraft activity associated with future growth and development, and potential increases in industrial noise due to increased demand to carry passengers and goods in and out of the area.

New roadways, buildings, and typical activities associated with an increased population in an area all contribute to higher noise levels and a greater likelihood of disturbance caused by noise. The changes in noise levels between existing and future conditions would not be noticeable in most areas included in the City's proposed changes to the Comprehensive Plan because similar levels of transportation noise and noise associated with nearby development are part of the existing noise environment.

Minor increases in noise levels would be most noticeable at residences and other land uses sensitive to noise, such as schools, nursing homes, churches, parks, and other outdoor use areas located near planned development corridors where construction and increased use of transportation facilities would be most pronounced. Noise level increases under all alternatives compared to existing noise levels would not likely be noticeable year by year but would be noticeable over decades of more expansive local and regional development.

Based on traffic data developed for each alternative from the regional transportation model, as described in the Transportation section, future (2045) vehicle traffic volumes would not vary between the No Action and Action Alternatives to the degree that would result in a noticeable change in future traffic noise levels.

Any minor increase in long-term operational noise levels with the future alternatives compared to existing noise levels would fall below the threshold of human perception, which is 2 to 3 dBA for most individuals. Increases in noise would result from minor increases in transportation vehicle volumes and temporary increases in construction noise from future growth and planned development. A doubling of traffic volume is generally needed to result in a noticeable change (approximately 3 dBA) in traffic noise levels per Federal Highway Administration noise regulations (23 Code of Federal Regulations 772).

Capacity for new housing in areas with high transportation noise

All alternatives would provide limited capacity for building new housing units in areas with existing transportation noise above 55 dBA, based on mapping from the U.S. Department of Transportation (refer to Figure 26). The U.S. Department of Housing and Urban Development has established 55 dBA as the maximum average day-night level for exterior noise at residences (HUD 1977).

Based on the modeled locations of new housing units, as described in the Housing section, about 6% of the new housing unit capacity under each alternative would be located in higher transportation noise areas in East, Central, and West Vancouver, primarily near existing transportation corridors such as I-5, I-205, SR 14, and Mill Plain Boulevard. This percentage translates to about 1,600 to 3,100 housing units depending on the alternative (lowest capacity under No Action, highest capacity under Alternative 2).

No Action Alternative

Potential for substantial construction noise impacts in residential/noise-sensitive areas

No additional construction noise impacts were identified for the No Action Alternative beyond those discussed in the Impacts Common to All Alternatives section. The No Action Alternative would have the lowest potential for substantial construction noise impacts of all the alternatives because it would have the lowest capacity for new housing units, jobs, and associated new development.

Potential for increased transportation noise impacts in residential/noise-sensitive areas

No additional effects were identified for the No Action Alternative beyond those discussed in the Impacts to All Alternatives section. Noise levels under the No Action Alternative would increase at a similar rate as they have in recent years with future growth and development planned in line with the current adopted City Comprehensive Plan and development regulations.

Capacity for new housing in areas with high transportation noise

No additional effects were identified for the No Action Alternative beyond those discussed in the Impacts to All Alternatives section.

Alternative 1

Potential for substantial construction noise impacts in residential/noise-sensitive areas

Construction noise associated with Alternative 1 would potentially be more frequent and extend for longer periods than construction resulting from the No Build Alternative because of the higher capacity for new development anticipated under Alternative 1. However,

localized construction noise levels are anticipated to be similar to No Build Alternative construction noise levels because the activities and equipment required would be similar and would occur in accordance with City noise ordinances.

Potential for increased transportation noise impacts in residential/noise-sensitive areas

The proposed increase in density under Alternative 1 would result in moderately higher noise levels along growth corridors identified in the study area compared to the No Action Alternative because of a marginally higher number of vehicles traveling on existing and future roadways. There would also be moderately higher noise levels from other transportation sources including rail, aircraft, and industrial noise, because of higher expected demand to transport passengers and goods and services in and out of the area compared to the No Action Alternative.

Capacity for new housing in areas with high transportation noise

No additional effects were identified for Alternative 1 beyond those discussed in the Impacts to All Alternatives section.

Alternative 2

Potential for substantial construction noise impacts in residential/noise-sensitive areas

Construction noise associated with Alternative 2 would be more frequent and extend for longer periods than construction resulting from the No Build Alternative because of the higher capacity for new development. Alternative 2 would allocate the most land area for zoning districts such as Regional Activity Center and Mixed Use that allow for taller buildings, which could result in higher construction noise levels because of the heavy equipment (e.g., pile drivers) needed.

Potential for increased transportation noise impacts in residential/noise-sensitive areas

The higher-intensity development under Alternative 2 would result in slightly higher noise levels along growth corridors identified in the study area compared to Alternative 1 because of a marginal projected increase in the number of vehicles traveling on existing and future roadways. There may be slightly higher noise levels from other transportation sources including rail, aircraft, and industrial noise because of potentially greater demand to transport passengers and goods and services in and out of the area compared to the other alternatives.

Capacity for new housing in areas with high transportation noise

No additional effects were identified for Alternative 2 beyond those discussed in the Impacts to All Alternatives section.

Avoidance, Minimization, and Mitigation Measures

Temporary construction noise will be managed through best management practices, which include requiring contractors to follow all state and local restrictions on construction timing and maximum noise levels. Additional measures can be used to reduce temporary construction impacts at noise-sensitive locations. These measures could include requiring contractors to locate their loudest equipment farther from noise-sensitive locations and provide shielding around the loudest equipment.

No substantial increases in noise are expected to occur under the alternatives; therefore, no mitigation measures are proposed. All environmental noise would continue to be regulated by WAC 173-60 and VMC 20.935.

In areas where development is planned near existing or future sources of higher noise levels, the City may consider whether to require implementation of noise reduction methods such as locating noise-sensitive areas further from noise sources, including walls or other barriers to shield noise from noise-sensitive use locations; and designing interior spaces with noise-reducing building materials.

In addition, implementation of the following policy measures currently under consideration for the Comprehensive Plan Update would also help to avoid, minimize, and mitigate potential noise impacts identified for the action alternatives:

- 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.
- Mitigate the impacts of air, water, heat, noise, and light pollution, with a focus on areas with high environmental health disparities.

Significant Unavoidable Adverse Impacts

All alternatives would have the potential to increase short-term and long-term noise levels to some extent because of expected growth and development. The anticipated growth would occur incrementally, and with the implementation of avoidance, minimization, and mitigation measures, no significant unavoidable adverse impacts to noise are anticipated for any of the alternatives.

Public Services and Utilities

Methodology

Analysts reviewed relevant information and policies to describe existing citywide conditions for public services and utilities (fire, police, schools, parks and recreation, water, wastewater, sewer, electricity, other energy utilities, and solid waste), including the following sources:

- Community Atlas (Design Workshop 2024)
- City of Vancouver Comprehensive Water System Plan (City of Vancouver 2015)
- City of Vancouver Parks, Recreation, and Cultural Services Comprehensive Plan 2022–2031, updated for 2023–2032 (City of Vancouver 2022a)
- City of Vancouver 2025–2030 Capital Improvement Program for Water, Wastewater, Sewer Connection Incentive Program, Surface Water (City of Vancouver 2024c)
- Clark Public Utilities Integrated Resource Plan (CPU 2024)
- Evergreen School District Capital Facilities Plan (EPS 2019)
- Vancouver Fire Department 2024 Annual Report (VFD 2024)
- Vancouver Public Schools Capital Facilities Plan (VPS 2022)

Analysts then reviewed the alternatives to determine potential adverse impacts and associated mitigation measures using the following metrics:

- Increased demand for services or utilities that exceeds levels of service or capabilities beyond mitigatable levels
- Consistency with capital improvement plans (CIP)

Affected Environment

Fire

The Vancouver Fire Department (VFD) provides fire protection and emergency medical services (EMS) to the City and Clark County (Fire District 5), covering 89.2 square miles, including 22 miles of shoreline along the Columbia River. In addition to fire and EMS, they provide marine response, fire prevention, and fire investigation. Regionally, they provide hazardous materials and technical rescue responses (VFD 2024).

VFD has 11 stations, operated by 245 VFD and 190 American Medical Response (AMR) personnel, which serve the city limits and urban growth area. VFD uses a metric of firefighters per 1,000 people as one way of projecting future needs to maintain or improve levels of service to the community. The current ratio is 0.83 firefighters per person.

VFD is planning to relocate and construct new facilities for Station 3 in The Heights in Central Vancouver and Station 6 in Burton Ridge in East Vancouver over the next five years to address growing needs in these areas. The City is also considering construction of new fire stations downtown and/or in the St. Johns area to accommodate future city growth and ensure adequate emergency response times and serviceability.

VFD provided 1,536 fire suppression responses, 40 technical rescues, 24 maritime responses, and 234 responses to hazmat situations in 2023 (VFD 2024). Since 2015, the City has contracted with AMR to provide ambulance services within the city. Both AMR and VFD use the same standard operating procedures. (City of Vancouver and AMR 2023). Table 19 and Table 20 provide the VFD and EMS response times by alarm type and what percent met established standards. These tables also indicate the number of calls received in 2023 by alarm type.

Table 19. Vancouver Fire Department Response Times

Alarm Type	Standard Response Time (minutes)	2023 Average Response Time (minutes)	2023 % met Standard	Number of Calls Received in 2023	% Change over 2022
Priority 1 and 2 Except Marine	7:59	8:38	86.2%	15,806	5.8%
Priority 3 and 4 Except Marine	10:59	9:10	95%	8,642	-23.3%
Priority 5 Non-Medical	15:59	11:05	97.58%	5,051	1%
Priority 5 Emergency Medical – Ambulance Only	17:59	19:41	88.3%	7,858	-16.7%
Marine – All Calls	19:59	34:02	45.8%	24	60%
Fire Suppression Full Alarm	15:59	15:40	91.7%	84	-12.5%
Aircraft Rescue and Firefighting	15:59	N/A	N/A	0	N/A
Technical Rescue	60:00	N/A	N/A	0	N/A
Hazardous Materials	60:00	N/A	N/A	234	-3.7%

Source: VFD 2024

Key: N/A = not applicable

Table 20. EMS Response Times

Alarm Type	Standard Response Time (minutes)	2023 Actual Compliance %	Number of Calls Received in 2023
Priority 1 and 2 – High Density	9:59	87.24%	21,898
Priority 1 and 2 – Low Density	19:59	91.13%	1,984
Priority 3 and 4 – High Density	12:59	91.58%	16,414
Priority 3 and 4 – Low Density	19:59	89.73%	1,597
Priority 5 and 6 – High Density	17:59	91.44%	12,283
Priority 5 and 6 – Low Density	29:59	94.86%	836
Routine – EMSD2 Area Only – Inter-facility Scheduled (12-hour pre-scheduled)	15	59.76%	743
Routine – EMSD2 Area Only – Inter-facility Non-scheduled (less than 12-hour pre-scheduled)	60	74.46%	3,782

Source: VFD 2024

Police

The Vancouver Police Department (VPD) provides police services in the city and is authorized to employ 241 officers, with 226 sworn members as of February 2025 (VPD 2025). Similar to VFD, VPD uses a metric of officers per 1,000 people to help project future needs to maintain or enhance its services to the community. VPD currently has a ratio of 1.2 officers per 1,000 people but has identified a need to increase that number to 1.4 officers per 1,000 people to be more consistent with the national average of 1.6 officers per 1,000 people. A ballot initiative, Proposition 5, planned for fall 2025, if approved by voters, would help to fund hiring of new officers to meet that goal.

VPD serves approximately 50 square miles, divided into two precincts, east and west, which are further divided into two districts per precinct. Each district is then divided into beats, and individual patrol officers are responsible for handling calls for service within each beat. The City has identified a replacement of VPD Headquarters on its list of capital improvements

through 2036. VPD reports that its east and west precinct buildings are currently at capacity for current staff levels and have limited potential for expansion because of land constraints.

Table 21 summarizes the number of events initiated by community members and by officers in 2024, as well as the average response time for community-initiated events (VPD 2024). The event priority number refers to the level of emergency, with Priority 1, 2, and 3 indicating calls that require an immediate response and lower numbers referring to those with less immediacy.

Table 21. Vancouver Police Department Response Times

Event Priority	2024 Community-Initiated Events (% Change from 2023)	Average Response Time – Community-Initiated Events (Minutes)	2024 Officer-Initiated Events (% Change from 2023)	Total Events (% Change from 2023)
1	460 (-16.2%)	5.56	11 (-50.0%)	471 (-17.5%)
2	5,968 (-4.7%)	8.34	192 (6.1%)	6,160 (-4.4%)
3	43,034 (-7.1%)	10.74	19,922 (64.4%)	62,956 (7.7%)
4	21,972 (-10.3%)	13.82	12,413 (-6.2%)	34,385 (-8.9%)
5	2,307 (-21.7%)	13.18	1,564 (-10.0%)	3,871 (-17.4%)
9	5,349 (-15.4%)	7.46	19 (11.8%)	5,368 (-15.3%)
Total	79,090 (-9.0%)	10.82	34,121 (25.0%)	113,211 (-0.9%)

Source: VPD 2024

Schools

The Vancouver school system is a mix of public, charter, private, and special schools. Two regional public school districts have facilities in in Vancouver: the Vancouver Public School District (VPS) and the Evergreen School District (Evergreen SD). The City also is home to the Washington School for the Deaf, the Washington School for the Blind, and Clark College, a community college offering bachelor's and associate degrees and certificates. Figure 27 shows the location of schools and school districts in Vancouver.

VPS is the primary provider of public education in West and Central Vancouver. The school district consists of 21 elementary, 6 middle, and 7 high schools covering a district of 58

square miles, as well as 5 specialty schools (VPS n.d.). The average student–teacher ratio is 17:1, which is less than the state average of 19.7:1.

In 2022, VPS adopted a six–year Capital Facilities Plan (CFP) that established average classroom sizes for elementary, middle, and high school grade levels (VPS 2022). The CFP guidelines suggest that average class sizes should be 21.5 students per classroom in elementary schools, 26 students per classroom in middle schools, 27 students per classroom in high schools and 10 students per classroom for special education students. The CFP projected insufficient capacity at two schools, Ogden Elementary in Central Vancouver and Sacajawea Elementary in West Vancouver, and called for adding classrooms and co–op space at both schools. All other VPS schools had reported enrollment levels below their building capacity. VPS uses standard assumptions about new student generation rates to forecast their capacity needs, as shown in Table 22.

Table 22. Average Student Generation Rates for Vancouver Public Schools (2022)

School Level	Single-Family Housing Student Generation Rate	Multifamily Housing Student Generation Rate
Elementary School (K–5)	.183	.103
Middle School (6–8)	.076	.046
High School (9–12)	.089	.058

Source: VPS 2022

The Evergreen SD serves Clark County and the eastern part of Vancouver and consists of 22 elementary, 6 middle, and 6 high schools serving about 22,000 students (EPS n.d.). It also includes 4 specialty schools.

Evergreen SD is currently in the process of updating the six–year CFP however, according to information provided by the district in 2025, it will establish the following average classroom sizes for specific school grades (EPS 2025):

- Grades Kindergarten–3 – not to exceed 23.67 students per class
- Grades 4 –5 – not to exceed 25 students per class
- Special Education – 1 to 15 students per classroom for elementary schools
- Grades 6–8 – not to exceed 27.33 students per class
- Grades 9–12 – not to exceed 30 students per class
- Special Programs (e.g., music, art, and physical education) –20 to 70 students per class

The updated Evergreen SD CFP projects a decrease in enrollment that will level off and remain steady through 2032 (EPS 2025). One factor hindering enrollment growth has been the slow growth in the child population within Evergreen SD boundaries. The annual kindergarten-to-birth (K-to-birth) ratio is a key metric representing a combination of net migration between birth and age five and the share of five-year-old residents enrolled in district kindergarten classes, often referred to as a “capture rate.”

Evergreen SD also uses standard assumptions about new student generation rates to forecast their capacity needs, as shown in Table 23. The ratios for Evergreen SD have fluctuated, recovering from the 2020-21 low of 0.75, but have not returned to pre-pandemic levels. The middle scenario assumes that K-to-birth ratios will increase slightly in the next years before stabilizing at 0.89 from 2028 through 2032.

Table 23. Average Student Generation Rates for Evergreen School District (2023-2024)

School Level	Single-Family Housing Student Generation Rate	Multifamily Housing Student Generation Rate
Elementary School (K-5)	.164	.066
Middle School (6-8)	.072	.03
High School (9-12)	.109	.037

Source: EPS 2025

Figure 27. Schools by Type and District Boundaries



Source: Clark County n.d.

Parks and Recreation

The Vancouver Department of Parks, Recreation and Cultural Services (VPRCS) oversees and manages a total of 1,775 acres of parkland across 106 sites and 20 miles of trails, as shown in Figure 28. Since 2014, the City of Vancouver has acquired nearly 50 acres of public land and developed more than 12 acres of parkland, with several additional park upgrades completed or in progress (City of Vancouver 2022a).

Vancouver is divided into three Park Impact Fee (PIF) Districts, each of which establishes LOS standards and assesses impact fees on new residential development to offset the cost of meeting the recreational needs of a growing population. The City of Vancouver adopted population-based standards for park land acquisition and development based on park classification in 1994 (City of Vancouver 2022a).

In 2022, VPRCS published a Park System Comprehensive Plan to analyze existing conditions and identify 10-year goals and metrics. As of 2022, the greatest number of people resided in PIF District C, which is located east of I-205 in the city boundaries. PIF District B, located between Grand Boulevard/Evergreen Boulevard and I-205, and PIF District A, which includes the remaining portion of the city west of District B, had lower levels of population and projected growth than District C.

The City currently provides 4.19 acres of parkland (including urban neighborhood and community parks and urban natural areas) per 1,000 residents citywide, which is less than the City's standard of 6 acres of acquired neighborhood/community parks per 1,000 residents and half of the national median of 10.6 acres per 1,000 residents for comparable sized cities. The City also has a standard of 4.25 acres of developed neighborhood/community parks per 1,000 residents. Citywide, about 372 more acres of park land needs to be acquired and about 383 acres needs to be developed to meet existing LOS standards, as shown in Table 24.

Table 24. Existing (2025) City Parks and Natural Areas Demand, Inventory, and Need by District (in acres)

Park Impact Fee District	Acquisition Demand	Acquisition Inventory	Acquisition Need	Development Demand	Development Inventory	Development Need
A	246.43	217.12	29.31	174.56	124.50	50.05
B	388.10	327.73	60.37	274.91	207.82	67.08
C	600.13	317.33	282.80	425.09	159.52	265.57
Total	1,234.66	862.19	372.47	874.55	491.84	382.71

Source: City of Vancouver 2025b

Note: Park Impact Fee District boundaries are shown in Figure 28. Demand calculated based on estimated 2025 population of 41,072 in PIF A, 64,684 in PIF B, and 100,021 in PIF C. Assumes LOS standard of 6 acres per 1,000 residents of acquisition need and 4.25 acres per 1,000 records for park development need. Need is calculated by subtracting the inventory (as of 2025) from the future projected demand.

Most of the park need identified in the Park System Comprehensive Plan is in East Vancouver (District C), as shown in Table 24. Based on the City's Geographic Information System modeling, 75% of all city residents currently live within a 10-minute walking distance (0.5 mile) of park properties; however, 15 parks remain undeveloped.

Residents living east of I-205 have expressed a desire for more parks, while residents living west of I-205 have expressed a need for updated park amenities including benches and trails (City of Vancouver 2022a).

Figure 28. City Parks by Type and Impact Fee District



Source: City of Vancouver 2024b; Clark County n.d.

Water, Wastewater, and Sewer Services

Potable Water

The potable water system is managed by the City and serves the City as well as the northern portion of the Vancouver Urban Growth Area. As of 2023, the City delivered 10.1 billion gallons of water to more than 270,000 people covering a 72-square-mile-service area (City of Vancouver n.d.[a]). The City operates and maintains an extensive water distribution system, which includes 9 water production stations, 44 wells, 52 booster pumps, more than 1,100 miles of pipes, and more than 80,000 service connections (City of Vancouver n.d.[a]).

Water pressure requirements for the system are determined by the Washington Department of Health, which establishes pressure standards of 30 pounds per square inch (Design Workshop 2024). These standards ensure that adequate water flow is maintained during peak hours when there is high demand. Compliance with these pressure standards is crucial for providing a reliable water supply to the residents.

The National Fire Protection Association (NFPA) also plays a role in ensuring the effectiveness of the water system, particularly in the event of a fire. The NFPA sets guidelines and regulations for the supply, storage, and distribution of water to meet the firefighting needs of the community. Fire flow requirements often determine the minimum size of water lines to ensure an adequate water supply is available for firefighting purposes.

One geographical challenge faced by the water system in Vancouver is the disconnect between the location of the water reservoirs in the southwest and the areas experiencing population growth in the northeast. To maintain the flow of water and meet the increasing demands, the City needs to continuously improve its transmission infrastructure and pumping systems.

Considering the future, the City may need to explore alternative water sources. The Salmon-Washougal and Lewis Watershed Management Plan, published in 2006, recommended sourcing water from the Columbia River instead of relying on flow-limited streams and sensitive aquatic habitats. This suggests that water bodies such as the Vancouver Lake lowlands and the Steigerwald Wildlife Refuge should be protected to ensure their viability as potential water sources (Design Workshop 2024).

Sewer and Wastewater

Sanitary sewer service is provided by the City within the City limits as well as the northern unincorporated area. Clark Regional Wastewater District also serves a small portion of Central Vancouver north of the Vancouver Mall. As of 2023, the City served 244,000 residents covering 58.5 square miles (City of Vancouver n.d.[b]). The sewer system is an extensive network spanning 796 miles of pipe with 43 pump stations (City of Vancouver

n.d.[b]). These pipes transport residential, commercial, and industrial wastewater to two treatment plants: Westside Water Reclamation Facility and Marine Park Water Reclamation Facility. Both of these plants have been recognized for environmental excellence employing advanced processes to treat wastewater and remove pollutants before releasing treated effluent into the Columbia River. Sterilized residual ash from incinerated wastewater solids at the Westside Water Reclamation Facility is transferred to a landfill in Boardman, Oregon.

There are various federal and state standards to ensure the system meets former and future demands. These standards encompass factors such as water quality, air quality, environmental protection, and public health. The City of Vancouver adheres to these standards to ensure the proper functioning and compliance of the entire wastewater system.

Stormwater

Please see the Water section of Chapter 4 for a discussion of the City's existing stormwater system.

Energy Utilities

Efforts to transition to renewable energy sources are underway in the city and region, with roughly 54% of energy used in Vancouver and greater Clark County coming from renewable energy sources (CPU 2024). Clark Public Utilities (CPU) manages and operates electric, generating, and water systems. The Clean Energy Transformation Act commits the state to transition to 100% clean electricity by 2045, which CPU will be assisting and leading this effort. Currently, CPU energy sources include hydropower, natural gas, nuclear electricity, and wind power (CPU 2024).

In 2022, CPU electrical serviced 229,732 customers with 5,554,441 megawatt hours and a peak demand of 1,083 megawatts. Its generating system produced 1,695,596 megawatt hours of electricity (CPU 2022). In their 2024 Integrated Resource Plan, CPU forecast that sufficient energy resources are available to meet customer demand through 2035; however, there is already a deficit in energy capacity, which is expected to grow through 2044 (CPU 2022). CPU determined that it will need to procure new energy resources to continue meeting customer demand for the next 20 years.

NW Natural is the natural gas provider for the city and provides heating and other energy needs to approximately 2.5 million people across Oregon and Southwest Washington. The company serves more than 140 communities through 800,000 meters. In Washington, the typical residential customer uses an average of 57 therms per month (NW Natural 2024). NW Natural is aiming to reach carbon neutrality by 2050 by providing renewable natural gas, introducing clean hydrogen energy, and carbon capture, use and storage. (NW Natural 2024).

Solid Waste

The City's Public Works Department oversees garbage, recycling and organics collection through a contractor, Waste Connections. The City offers a variety of waste and recycling resources to residents including information on hazardous waste removal, recyclables, and composting. The City also offers organics pickup for residents and businesses to help reduce the amount of organic materials going to landfills. This practice is in alignment with the State of Washington's Organics Management Law which is intended to divert 75% of previously disposed organic materials from the landfill by 2030, and rescue 20% of previously disposed edible food for human consumption by 2025.

The City has historically adopted Clark County's Comprehensive Solid Waste Management Plan, which has been updated for the years 2025-2030 and is pending adoption by the Washington State Department of Ecology (Ecology) (Clark County 2025). The plan describes existing conditions and outlines strategies for waste reduction, recycling, organics, moderate risk waste, miscellaneous waste, solid waste collection, transfer and disposal. The plan also discusses funding and financing of capital needs and an implementation schedule with recommendations for each of these areas of the County, including the City of Vancouver.

Columbia Resource Company, a subsidiary of Waste Connections, operates three transfer stations in Clark County (in Central Vancouver, West Vancouver, and Washougal) and is the designated processor of recyclables. These transfer stations charge fees to accept miscellaneous solid waste, organics, and recyclables. Master plans for each facility identify the investments needed to build them out to meet future growth.

Potential Impacts

This section discusses the potential impacts of the alternatives related to the following public services and utilities metrics:

- Increased demand for services/utilities that exceeds levels of service/capabilities beyond mitigatable levels
- Consistency with CIPs
- Proximity of new housing to parks

Impacts Common to All Alternatives

The following sections outline impacts that are expected to occur under all the alternatives. Impacts specific to each alternative are discussed in the next subsections as applicable.

Increased Demand for Services/Utilities Exceeding Levels of Service/Capabilities beyond Mitigatable Levels

New growth is expected to occur under all alternatives; however, the projected capacity for new housing units and jobs and the location of new development would vary under each alternative. Under all alternatives, this future growth would increase the demand for fire and police services; schools; parks and recreation; water, wastewater, and sewer services; energy utilities, and solid waste services.

This increased demand could result in the need for new staff, equipment, and/or infrastructure under all alternatives. The pace and location of future development and corresponding demands on public services and utilities would be influenced in part by the implementation of the current (No Action) or proposed (Alternatives 1 or 2) Comprehensive Plan policies, related regulations and actions, and by decisions made by individual property owners and developers.

Fire

Under all alternatives, growth and development would lead to increased demand for VFD fire and EMS services, which could make it more challenging for VFD to meet its response time standards. Ability to meet response time standards is influenced by the proximity of the alarm to VFD's stations, staff availability, mobility and traffic, population density, and quantity of fire apparatus at each station. Additional staff, equipment, and potentially new fire stations may be needed to meet response time standards.

This growth would occur incrementally under all alternatives as population increases. The extent of these needs would vary by alternative, as discussed in the following subsections.

Under the action alternatives, the City may need to re-evaluate staffing levels and equipment at specific fire stations located closest to areas that would allow for greater density of housing units and associated population growth, including Station 1 in West Vancouver north of downtown, Stations 2 and 3 in Central Vancouver and Stations 6, 8, 9 and 10 in East Vancouver.

Table 25 shows the estimated number of firefighters that would be needed for each alternative to maintain existing levels of service (currently 0.83 firefighters per 1,000 people), based on the number of estimated new residents associated with the new housing unit capacity in 2045. East Vancouver would have the highest needs for new firefighters under all alternatives. Demand for new firefighters in West Vancouver would be similar across all alternatives, and demand for new firefighters in Central Vancouver would be similar between the No Action Alternative and Alternative 2.

Table 25. Estimated Number of New Firefighters Needed by Alternative and Area of City

Geographic Area of City	No Action Alternative ^a	Alternative 1	Alternative 2
West Vancouver	5	5	4
Central Vancouver	24	15	23
East Vancouver	27	66	70
Total	56	86	97

Notes:

The estimated firefighter need under the alternatives was estimated as follows: 1) multiplying the total projected number of new housing units in each area of the city by 2.3, which is the assumed average number of persons per household from the Our Vancouver Housing Needs Assessment (ECONorthwest 2024b), to derive the estimated new population in each area. 2) Dividing the total population for each area by 1,000 and multiplying by .83, which is the number of firefighters per 1,000 people that VFD has identified to maintain current service levels into the future. Totals may be affected by rounding.

- a The No Action is based on capacity only and does not account for feasibility of redevelopment, whereas Alternatives 1 and 2 include assumptions related to market feasibility and redevelopment.

Police

Under all alternatives, projected residential and employment growth would increase demand for VPD services. This growth would occur incrementally under all alternatives as population increases. The extent of these needs would vary by alternative, as discussed in the following subsections. VPD would need to re-evaluate staffing levels and equipment within both the east and west precincts to accommodate future demand, as it has already identified that these facilities are at capacity under existing conditions.

Table 26 shows the estimated number of new police officers that would be needed for each alternative by 2045, based on the number of estimated new residents associated with the new housing unit capacity, to meet VPD's goal of 1.4 officers per 1,000 people. East Vancouver would have the highest needs for new police officers under all alternatives, followed by Central Vancouver and West Vancouver.

Table 26. Estimated Number of New Police Officers Needed by Alternative and Area of City

Geographic Area of City	No Action Alternative ^a	Alternative 1	Alternative 2
West Vancouver	9	8	6
Central Vancouver	40	26	39
East Vancouver	46	111	118
Total	95	145	163

Notes:

The projected police officer need under the alternatives was estimated as follows: 1) multiplying the total projected number of new housing units in each area of the city by 2.3, which is the assumed average number of persons per household from the Our Vancouver Housing Needs Assessment (ECONorthwest 2024b), to derive the estimated new population in each area. 2) Dividing the total population for each area by 1,000 and multiplying by 1.4, which is the number of police officers per 1,000 people that VPD has identified as their service goal for the future. Totals may be affected by rounding.

- a The No Action is based on capacity only and does not account for feasibility of redevelopment, whereas Alternatives 1 and 2 include assumptions related to market feasibility and redevelopment.

Schools

All alternatives would have the potential to increase the number of new students in both VPS and Evergreen SD schools, as continued population growth under all alternatives is assumed to include school-aged children. This growth would occur incrementally under all alternatives.

Table 27 summarizes the projected number of future new students for each school district under each alternative in 2045 based on the estimated capacity for housing units and associated new school-age population. There would be more projected new students in areas served by Evergreen SD than VPS under both action alternatives because more growth is forecast to occur within the Evergreen SD service area (primarily East Vancouver). Both school districts would need to account for this projected growth as part of their CFP planning processes and identify potential capacity issues.

Table 27. Future Projected New Students based on New Housing Unit Capacity by Alternative

School Level	VPS No Action ^a Alternative	ESD No Action ^a Alternative	VPS Alternative 1	ESD Alternative 1	VPS Alternative 2	ESD Alternative 2
Elementary School (K-5)	1,343	1,311	744	2,843	955	3,062
Middle School (6-8)	593	592	328	1,283	421	1,382
High School (9-12)	739	765	409	1,658	525	1,786
Total	2,675	2,668	1,481	5,783	1,901	6,230

Notes:

The number of projected new students under the alternatives was estimated by multiplying the projected capacity for new housing units in each school district by the average student generation rate numbers for each school level within each district. All alternatives assume 10% of new housing capacity would be single-family, and 90% of new housing capacity would be multifamily units.

a The No Action is based on capacity only and does not account for feasibility of redevelopment, whereas Alternatives 1 and 2 include assumptions related to market feasibility and redevelopment.

Key: VPS = Vancouver Public School District; ESD = Evergreen School District

Parks and Recreation

None of the alternatives would have direct impacts on existing parks or change the amount of land designated as Parks/Open Space land use. Residential growth under all of the alternatives would increase the demand on the city's existing parks and recreational areas. This growth would occur incrementally under all alternatives as population increases.

As noted in the Affected Environment section for Parks and Recreation, the City does not currently meet its LOS standard of 6 acres of acquired neighborhood/community parks and 4.25 acres of developed neighborhood/community parks per 1,000 residents. That LOS is projected to decline to about 3.1 acres per 1,000 residents citywide under all alternatives based on 2045 OFM population growth projections.

Table 28 shows the projected park acquisition and development acreage demand, inventory, and needs in each district and citywide in 2045 based on the OFM estimates of total future population. With no change to the amount of parks inventory by 2045, the park land deficit would increase to about 824 acres of new park land that would need to be acquired and

about 702 acres of park land that would need to be developed citywide. The largest need would be in PIF C, where the highest population growth is projected.

Table 28. Future (2045) City Parks and Natural Areas Demand, Inventory, and Need by District (in acres)

Park Impact Fee District ^a	Acquisition Demand ^b	Acquisition Inventory	Acquisition Need	Development Demand ^b	Development Inventory	Development Need
A	333.54	217.12	119.42	238.38	124.50	113.88
B	529.97	327.73	202.23	375.39	207.82	167.57
C	819.49	317.33	502.16	580.47	159.52	420.96
Total	1,686.00	862.19	823.81	1,194.25	491.84	702.41

Source: City of Vancouver 2025b

Notes:

- a Park Impact Fee District boundaries are shown in Figure 28.
- b Demand calculated based on estimated 2045 population of 56,090 in PIF A, 88,328 in PIF B, and 136,582 in PIF C, for a total population of 281,000 citywide. Assumes LOS standard of 6 acres per 1,000 residents of acquisition need and 4.25 acres per 1,000 records for park development need. Need is calculated by subtracting the inventory (as of 2025) from the future projected demand. Note: These citywide projections assume that the 2045 population distribution would be similar to the 2025 population distribution. The projections do not account for differences between the alternatives in housing capacity distribution by PIF district. The next paragraphs and table discuss potential park needs based on new housing capacity for each future alternative, including an analysis of new housing capacity by PIF district.

As noted in the Land and Shoreline Use section of Chapter 3, although the same 2045 population is projected under all of the alternatives, the pace and distribution of new housing capacity and associated growth would vary among the alternatives. Table 29 shows the estimated amount of new park acreage that would need to be acquired and developed under each alternative to meet the current urban parks and natural areas LOS standards based on the estimated 2045 capacity for new housing units and associated new residents.

Under all alternatives, PIF District C would have the largest need for park land acquisition and development because it is projected to have the highest capacity for new growth. The No Action Alternative would have the lowest overall parks need because it would have the lowest projected level of population growth based on capacity for new housing units. Alternative 1 and Alternative 2 would have higher needs than the No Action Alternative because of their higher levels of projected new housing units and associated residents.

Table 29. Projected Park Land Demand by Park Impact Fee District and Alternative (in acres)

Park Impact Fee District ^a	New Park Acquisition Demand ^b for No Action Alternative ^c	New Park Development Demand ^b for No Action Alternative ^c	New Park Acquisition Demand ^b for Alternative 1	New Park Development Demand ^b for Alternative 1	New Park Acquisition Demand ^b for Alternative 2	New Park Development Demand ^b for Alternative 2
A	76	54	75	53	65	46
B	134	95	70	50	126	89
C	199	141	477	338	509	361
Total	408	289	622	441	700	496

Notes:

- a Park Impact Fee District boundaries are shown in Figure 28.
- b The acreage of park acquisition demand under the alternatives was estimated as follows: 1) multiplying the total projected number of new housing units in each Park Impact Fee district by 2.3, which is the assumed average number of persons per household from the Our Vancouver Housing Needs Assessment (ECONorthwest 2024b), to derive the estimated new population in each PIF district. 2) Dividing the estimated new population by 1,000 and multiplying the resulting number by 6, based on the City's goal of 6 acres per 1,000 residents, to calculate the estimated acreage demand for this new population. Totals may be affected by rounding.
- c The No Action Alternative is based on capacity only and does not account for feasibility of redevelopment, whereas Alternatives 1 and 2 include assumptions related to market feasibility and redevelopment.
- d The acreage of park development demand under the alternatives was estimated as follows: 1) multiplying the total projected number of new housing units in each Park Impact Fee district by 2.3, which is the assumed average number of persons per household from the Our Vancouver Housing Needs Assessment (ECONorthwest 2024b), to derive the estimated new population in each PIF district. 2) Dividing the estimated new population by 1,000 and multiplying the resulting number by 4.25, based on the City's goal of 4.25 acres of developed neighborhood/community parks per 1,000 residents, to calculate the estimated acreage demand for this new population. Totals may be affected by rounding.

Water, Wastewater and Sewer Services

All alternatives would create an increase in water and sewer demand to varying extents because of expected new population and employment growth. Increased water demand may increase stress on the city's potable water system, including maintaining applicable water pressure standards. Under all alternatives, the projected City growth may require water system improvements to increase the fire flow to meet current standards.

Development of any of the alternatives to accommodate projected residential and job growth would result in greater demands on the City's sewer and wastewater collection system and on downstream conveyance and treatment facilities. This new growth and development may require additional wastewater and sewer infrastructure investments and implementation, as well as associated staff and equipment, to meet new demand.

Energy Utilities

New residential, commercial and industrial development across all alternatives would result in additional energy utility demand and use. Under all alternatives, energy providers would need to coordinate with the City to ensure their respective future infrastructure planning is consistent with the city's projected growth through 2045. Specific proposed projects under all alternatives would need to demonstrate that there are adequate energy sources to support their development. As noted in the Affected Environment section, CPU has already identified a potential future energy deficit and is identifying sources for additional energy needs.

Solid Waste

All alternatives would result in increases to population density and new residential and commercial development, which would increase demand for garbage, recycling, and organics collection in areas where this growth occurs. These changes would be more pronounced under the action alternatives, where existing solid waste collection systems and practices would need to be evaluated and modified to account for new, denser development patterns in more areas of the city.

Consistency with Capital Improvement Plans

None of the alternatives in themselves would be inconsistent with capital improvement planning efforts. However, all of the alternatives would accommodate varying levels of population and employment growth, which could lead to inconsistencies with CIPs if coordination with relevant City departments, school districts, and private utilities does not occur. All of the alternatives would require ongoing coordination with these entities as they undergo their regular capital improvement planning efforts, as described in the Avoidance, Minimization, and Mitigation Measures section.

No Action Alternative

Increased Demand for Services/Utilities Exceeding Levels of Service/Capabilities beyond Mitigatable Levels

Overall, the No Action Alternative would result in the lowest increase in future demand for most public services and utilities because it would continue existing lower-density development throughout the city and would have capacity for the lowest levels of new growth in housing units and jobs. This difference would be most pronounced in East Vancouver, which would have the lowest estimated capacity for new housing units and therefore the least demand for new police officers, firefighters, and parks, and in the Evergreen SD, which would have the lowest projected new student generation rate compared to the two action alternatives.

However, the No Action Alternative could encourage continuation of a less dense, more dispersed style of urban development. In the longer term, cumulative impacts associated with this type of development pattern could include inefficient and more costly delivery of some public services, such as police, fire, and schools, compared to Alternatives 1 and 2. No additional impacts were identified for the No Action Alternative related to increased demand for individual public services and utilities or consistency with CIPs, beyond those discussed in the Impacts Common to All Alternatives section.

Consistency with Capital Improvement Plans

No additional impacts were identified for the No Action Alternative related to consistency with CIPs, beyond those discussed in the Impacts Common to All Alternatives section.

Alternative 1

Increased Demand for Services/Utilities Exceeding Levels of Service/Capabilities beyond Mitigatable Levels

Based on projected new housing units and jobs, as described in Chapter 2, Alternative 1 would create more demand for public services and utilities than the No Action Alternative but modestly less demand than Alternative 2. Because the Comprehensive Plan Update land use designations would promote denser, more compact development patterns in more areas of the city over time under Alternative 1, cumulative benefits could potentially include greater efficiencies in the delivery of some public services, such as police, fire, and schools, compared to the No Action Alternative. Similar to the No Action Alternative, specific impacts to public services and utilities would be dependent upon the location of future development.

Areas with larger proposed higher-density zoning districts and higher capacity for new housing units would have increased demand for utilities, including waste, wastewater, sewer, energy, and solid waste, which may require greater investments in new infrastructure and associated staff and equipment compared to the No Action Alternative. Areas with potentially higher demand under Alternative 1 would include parts of West Vancouver just north of downtown, in Central Vancouver along East Mill Plain Boulevard and near the Vancouver Mall, and in East Vancouver along Mill Plain Boulevard, 164th Avenue, and 192nd Avenue and in the Section 30 area. Required infrastructure changes could include installing larger water and sewer collection pipes and identifying new methods and approaches for solid waste collection to accommodate denser housing types.

Consistency with Capital Improvement Plans

No additional impacts were identified for Alternative 1 related to consistency with CIPs, beyond those discussed in the Impacts Common to All Alternatives section.

Alternative 2

Increased Demand for Services/Utilities Exceeding Levels of Service/Capabilities beyond Mitigatable Levels

Alternative 2 would result in the highest increase in future demand for public services and utilities compared to the other alternatives. Because the Comprehensive Plan Update land use designations would promote denser, more compact development patterns in the most areas of the city under Alternative 2, cumulative benefits could include greater efficiencies in the delivery of some public services, such as police, fire, and schools, compared to the other alternatives. Similar to Alternative 1, areas with larger proposed higher-density zoning districts and higher capacity for new housing units would have increased demand for public services and utilities that may require additional infrastructure, staff, and equipment to serve.

These locations and associated needs would be similar to Alternative 1 but would cover more extensive amounts of land, including in West Vancouver adjacent to and north of downtown, in Central Vancouver along East Mill Plain Boulevard and near the Vancouver Mall, and in East Vancouver along Mill Plain Boulevard, 164th Avenue, and 192nd Avenue and in the Section 30 area.

Consistency with Capital Improvement Plans

No additional impacts were identified for Alternative 2 related to consistency with CIPs, beyond those discussed in the Impacts Common to All Alternatives section.

Avoidance, Minimization, and Mitigation Measures

Under all alternatives, future growth and associated increased demand for public services and utilities would be addressed as part of the City's regular capital project planning efforts. Long-term planning for these facilities consistent with the Capital Facilities Element, other city functional plans, and service provider plans will help ensure that public services and utilities are provided adequately under each alternative and meet applicable LOS standards. The school districts would continue to address changes in student enrollment through their individual planning processes.

Specific avoidance, minimization, and mitigation measures could include the following:

- The Comprehensive Plan Update promotes a more compact growth and development pattern within the existing urban framework of the City, which could reduce growth in outlying areas and result in a more efficient delivery of some public services and utilities.
- Increases in population and employment resulting from the implementation of the Comprehensive Plan Update will be reviewed annually as part of department performance evaluations and capital planning for all public services and facilities.

- Future development resulting from implementation of the Comprehensive Plan Update will be required to comply with the most current versions of the International Fire Code, the International Building Code, and Washington Department of Health and City municipal codes that require maintaining health and safety and utility service performance.
- Future development resulting from implementation of the Comprehensive Plan Update will result in additional tax revenues from construction and retail sales tax, property tax, utility tax, licenses and permits, utility ratepayer fees and system development charges, and school and PIFs. A portion of these taxes and fees will accrue to the City to offset costs associated with the increase in demand for public services and facilities.
- VPRCS will continue to explore opportunities to develop new parks, open space, and recreation facilities, especially in portions of the City with access gaps to meet LOS standards. VPRCS will also continue to work closely with the City's Transportation Department to plan and create opportunities for parks. The City's periodic updates to its Park System Comprehensive Plan would need to account for increased population and associated need for parks and recreation spaces under all the alternatives. The City collects PIFs per unit pursuant to VMC 20.915.050 by year at an increasing sliding scale value and unit type (single-family or multifamily). To fund additional parks acquisitions and development, the City could consider changes to its impact fee structure and explore new funding sources. Other potential mitigation measures related to parks include:
 - Subarea planning to provide a comprehensive evaluation of infrastructure needs, efficient planning to serve potential growth. Related to parks in particular, this includes the identification of a centralize park focus location based on the unique resources and setting, and interconnection to serve multiple property owners and future developments/redevelopments.
 - Development code requirements for buffers between parks and adjoining land uses to minimize impacts to park resources, as well as publicly accessible open space within new developments.
 - Maximize multi-use of resources properties where compatible, such as park natural areas and stormwater properties; utility easements adopted to accommodate public access to public spaces and cross circulation.
 - Require pedestrian-level grid to facilitate interconnection at reasonable spacing standard between developments within institutional campus areas and high-density developments and existing or new parks and trails.
 - Density transfers or cluster-type development such as increased building height to preserve a signature tree, grove or grassland to protect nature resources and provide access to natural spaces.
 - Continue to use late-comer agreements for infrastructure locations.

- Improve project development review and construction review to ensure pedestrian interconnection and resource protection, as well as identification of opportunities to locate needed public assets. Additional staffing is needed, or at minimum cross training for staffing efficiencies.
- The City uses a hydraulic network model to evaluate capacity and make determinations of water availability. Capital projects to address potential increased demand resulting from the action alternatives will be included in periodic updates to the Water, Wastewater, Surface Water CIP. Any additional gaps in the water system that result from future development will be addressed through development review. Developers are required to upgrade the existing system to meet demand of individual projects. Additionally, new development and redevelopment is required by the plumbing code to include efficient plumbing fixtures, which would reduce the overall impact to water demand resulting from the action alternatives. New development and redevelopment would also need to comply with current stormwater regulations to be approved.
- The City uses a General Sewer Plan and its CIP to track if there is adequate wastewater collections and treatment infrastructure and show capacity needs. The City would need to ensure that safe wastewater services is provided to all households in order to protect the community's health and wellbeing. Additionally, the City would utilize the General Sewer Plan to ensure the system meets federal and state standards such as water quality, environment protection and public health.
- The City's Water, Wastewater, Surface Water CIP identifies a number of drinking water, wastewater, and surface water projects and efforts that would help prepare the city for future planned growth and development under all alternatives, including:
 - Capital programs focused on rehabilitation and/or replacement of worn and obsolete water treatment facilities.
 - Capital programs focused on rehabilitation and/or replacement of worn and obsolete equipment at wastewater infrastructure.
 - Ongoing upgrade and replacement of water and wastewater collections infrastructure throughout their respective systems that have been identified as high risk and/or high maintenance
 - Production well replacement projects at multiple water stations to improve reliability.
 - Ongoing installation of transmission mains to move water from high production sources to areas of development.
 - Electrical equipment replacement at water production stations and wastewater pump stations and treatment facilities.

- Multiple projects to improve treatment performance and capacity at Marine Park and Westside wastewater treatment facilities.
- Ongoing individual projects within the Sewer Connection Incentive Program designed to bring more reliable wastewater collections infrastructure to properties.
- CPU will continue to evaluate efficiency measures and the need for new energy resources to continue meeting customer demand for the next 20 years.
- Clark County will continue to evaluate solid waste capital improvement needs as part of periodic updates to its Comprehensive Solid Waste Management Plan.

In addition, implementation of the following goals and policy measures currently under consideration for the Comprehensive Plan Update would also help to avoid, minimize, and mitigate potential impacts to public services and utilities identified for the action alternatives:

- Provide high-quality public facilities, services, and utilities that are affordable, efficient, well maintained, advance climate goals, and meet the needs of a growing population.
 - Coordinate with the VFD and VPD to plan for expected growth, provide adequate facilities to equitably serve the community, and maintain the established levels of service. Communicate with service providers when planning transportation projects that may affect emergency vehicle access.
 - Support public safety through investment in emergency services, facilities, infrastructure and coordinated preparedness efforts that strengthen community resilience and response.
 - Work with local school districts to facilitate an adequate supply of schools and associated facilities. Facilitate timely and efficient siting processes which allow for assessment and mitigation of impacts.
 - Establish multipurpose community centers offering social, recreational, educational, and cultural programming, especially in underserved areas.
 - Prioritize programs and infrastructure that support youth and aging populations, including safe play areas, accessible housing, robust childcare, public facilities and community programs that foster multigenerational interaction.
 - Encourage the use of short-term pilot projects for park, transportation, and infrastructure improvements before making long-term investments to foster innovation, test feasibility, and increase community buy-in.
 - Create a network of linear parks that encourage active transportation, improve community health and wellbeing, enhance tree canopy and stormwater management, and link parks and open space with housing.

- Expand access to community gardens and incentivize urban agriculture to improve food security and increase healthy food options.
 - Work with nonprofit and private partners, Clark County, and adjacent cities to build out the regional trail network for recreation and active transportation purposes.
 - Provide safe, clean, quality drinking water to every Vancouver home, business, and industry. Discourage development and use of private drinking water wells. Provide water pressures and volumes necessary to support fire suppression hydrants and sprinkler systems. Ensure that the infrastructure to support water service is in place prior to or at the time of development. Support water conservation recycle systems where practicable.
 - 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.
 - Provide sewers and sewer service to every Vancouver home, business, and industry at an affordable and equitable cost. Discourage development and use of on-site sewage treatment systems. Encourage existing development using septic systems to connect to public sewer as soon as available. Ensure that the infrastructure to support sewer service is in place prior to or at the time of development. Eliminate health hazards from domestic and industrial wastewater and return clean water to the environment.
 - Encourage new renewable energy infrastructure and promote development of storage systems to ensure a stable, resilient, and sustainable energy grid.
 - Increase waste diversion rates through a system that minimizes landfill reliance, reduces greenhouse gas emissions, prioritizes composting and encourages resource recovery. Properly ensure waste that cannot be recycled is diverted to landfills.
 - Use green materials and practices when procuring materials and services, and while carrying out maintenance functions. Employ materials transformation and reuse programs from city activities (i.e., turning woody debris into mulch or soil amendments).
- Consider water, sewer, stormwater management, solid waste, police, fire and schools as necessary public facilities and services. Ensure that facilities are sufficient to support planned development. Establish service standards or planning assumptions for estimating needed public facilities, based on service capabilities, local land use designations and nationally recognized standards.
 - Plan, site, and design essential public facilities through coordinated, equitable, and transparent processes that support regional planning goals, minimize community impacts, and ensure long-term benefit to all Vancouver residents.

- Assure consistency of overall land use and CFPs by reevaluating Vancouver's land use plan if funding is inadequate to provide necessary public facilities and services to implement the plan.
- Maintain a prioritization process that aligns CIP projects to the goals and policies of the Comprehensive Plan. Use the CIP, as amended annually, to prioritize the financing of capital facilities within projected funding capacities and ensure that capital budget decisions conform with the Comprehensive Plan.
- Provide safe infrastructure that remains functional during disruptive natural and manmade events, maintain access for emergency vehicles and services, and support responsive, equipped and community led fire and police departments.
- Ensure impact fees and system development charges are proportional to development scale, ensuring affordability for smaller projects while allowing the city to recover costs from overall development impacts on resources and services.
- Expand access to municipal and community-based services and amenities by prioritizing investment in underserved areas. Utilize the City's Equity Index and Displacement Risk Assessment tool to guide public investments and infrastructure improvements. Prioritize infrastructure improvements using risk and resiliency criteria as well as economic value.
- Design and maintain infrastructure to reduce long-term maintenance costs per capita and per trip traveled. Consider life cycle costs, emerging technologies, and the impacts of facility design and material choices in both capital and operating budgets.

Significant Unavoidable Adverse Impacts

All alternatives have the potential to increase demand on public services and utilities as a result of expected population and job growth and development. The anticipated growth would occur incrementally, and with the implementation of avoidance, minimization, and mitigation measures, no significant unavoidable adverse impacts to public services and utilities are anticipated for any of the alternatives.

Chapter 4: Natural Environment

This chapter describes the methodologies, existing conditions (affected environment), and potential impacts of the alternatives for the following environmental topic areas related to the natural environment: earth, air quality, water, and plants and animals.

For each topic, the chapter also provides a summary of potential avoidance, minimization, and mitigation measures to address potential impacts and identifies impacts that are considered to be significant and unavoidable under SEPA.

Earth

Methodology

Analysts reviewed relevant information and policies to describe existing conditions related to topography, soils, and geologic hazard areas including the following sources:

- Community Atlas (Design Workshop 2024)
- Clark County geologic maps (Clark County n.d.)
- U.S. Department of Agriculture Web Soil Survey (USDA NRCS 2001)
- U.S. Geological Survey geologic maps (USGS 2024)
- VMC Critical Areas Ordinance, Chapters 14.26 and 20.740, including 20.740.130, Geologic Hazard Areas
- Washington Department of Natural Resources geologic maps (WDNR 2014, 2023)

Analysts then reviewed the alternatives to determine potential adverse impacts and associated mitigation measures using the following metrics:

- Consistency with City regulations for geologic hazard areas (VMC 20.740.130)
- Potential for increased exposure to geologic hazard risks at existing and future development sites
- Potential for increased risk of erosion at future development sites

Affected Environment

Topography and Geologic Features

The Columbia River and ancient glacial flooding have sculpted much of Vancouver's landscape by depositing clay, silt, sand and gravel onto its banks over tens of thousands of years (City of Vancouver 2021a). The City is generally flat or terraced, but there are steep slopes along portions of the Columbia River, Burnt Bridge Creek and Vancouver Lake.

Sites with steep slopes may be more difficult to develop due to possible instability, erosion or drainage challenges. Approximately 20% of the City has a slope above 5%. Slopes of around 5% to 25% are highly prevalent on the southeast side of Vancouver adjacent to the Columbia River. Slopes of 25% or more, which are defined in the City code as landslide and erosion areas, are prevalent closer to the center of the City, as shown in Figure 29.

Gravel pits are located sporadically throughout the City but are highly prevalent on the east side of Vancouver alongside steep slopes (above 25%) and mines, as shown in Figure 29.

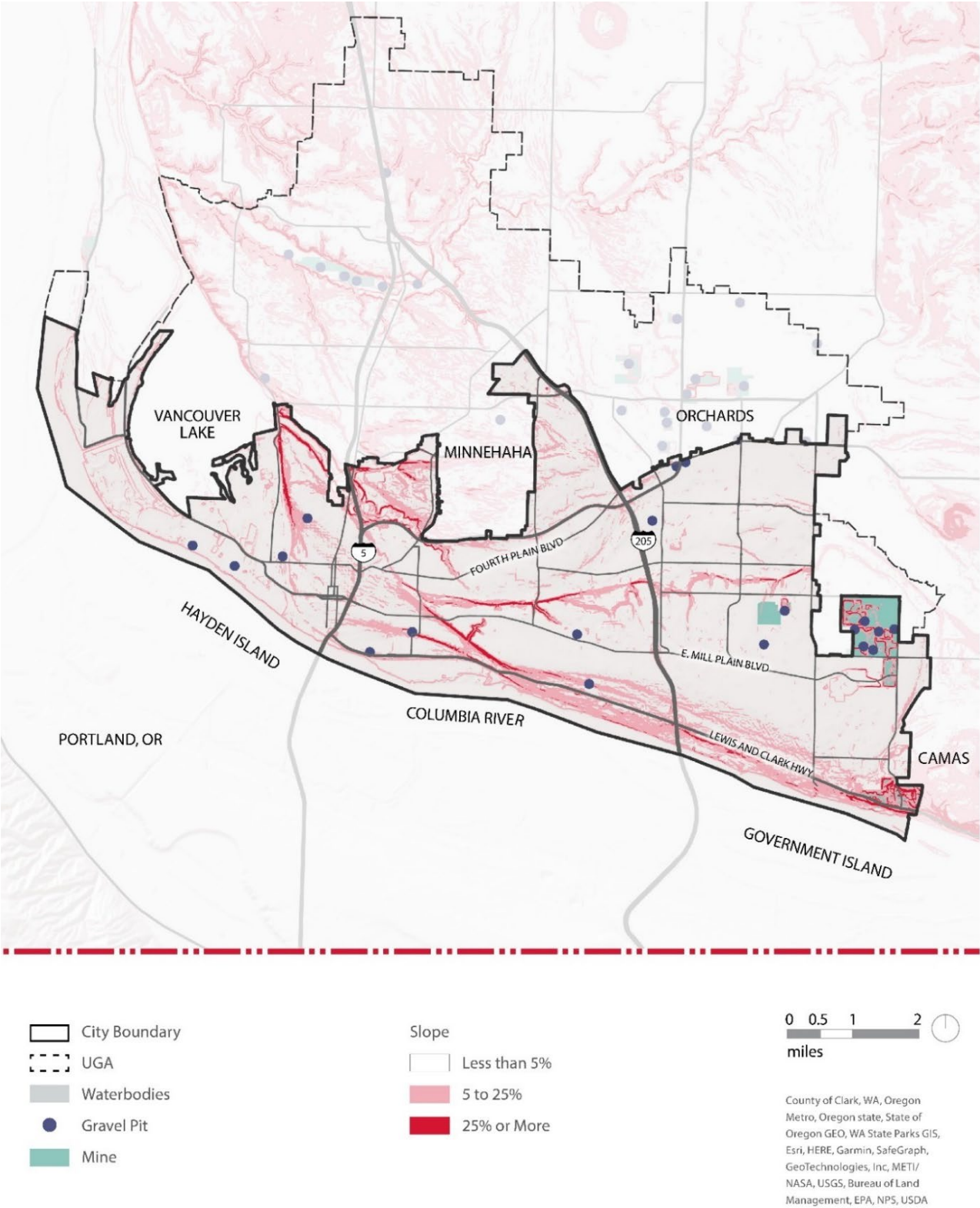
Geologic Hazard Areas

Vancouver is vulnerable to geologic hazards such as erosion, landslides, seismic hazards (earthquakes and ground shaking), and volcanic activity (City of Vancouver 2022a; WDNR 2024).

Erosion hazard areas in Vancouver are lands underlain by soils identified by the U.S. Department of Agriculture Natural Resource Conservation Service as having “severe” or “very severe” erosional hazards including, the following groups of soils when they occur on slopes of 15% or greater: Hillsboro series, Larchmount series, Lauren series, Olympic series, and Wind River series (USDA NRCS 2001). The most severe erosion hazards within the city primarily occur along the north bank of Lake River leading into Vancouver Lake, the northeast shore of Vancouver Lake, and along both sides of Burnt Bridge Creek Park (Clark County n.d.). Figure 30 shows the locations of identified severe erosion hazard areas.

Landslide hazard areas are defined as those with slopes greater than 25%, excluding engineered slopes, and areas of historic or active landslides, potential instability, or older landslide debris (VMC 20.740.130). Areas of severe landslide hazard generally follow the north side of Lake River and occur in isolated areas throughout North and Central Vancouver (USGS 2024). Figure 31 shows the location of landslide hazards, including active and potential unstable slopes.

Figure 29. Steep Slopes, Gravel Pits, and Mines



Source: Design Workshop 2024

Figure 30. Severe Erosion Hazard Areas



Source: Clark County n.d.

Figure 31. Landslide Hazard Areas



Source: Clark County n.d.

Vancouver contains a range of seismic hazards. Hazards from earthquakes include liquefaction, ground shaking, slope failure, and fault rupture (VMC 20.740.130). The Lacamas Lake Fault occurs in East Vancouver, running northwest to southeast from SR 500 to the Columbia River (WDNR 2014). Areas with the greatest relative seismic hazard are located along the Columbia River in southwest Vancouver north toward Vancouver Lake. Areas with

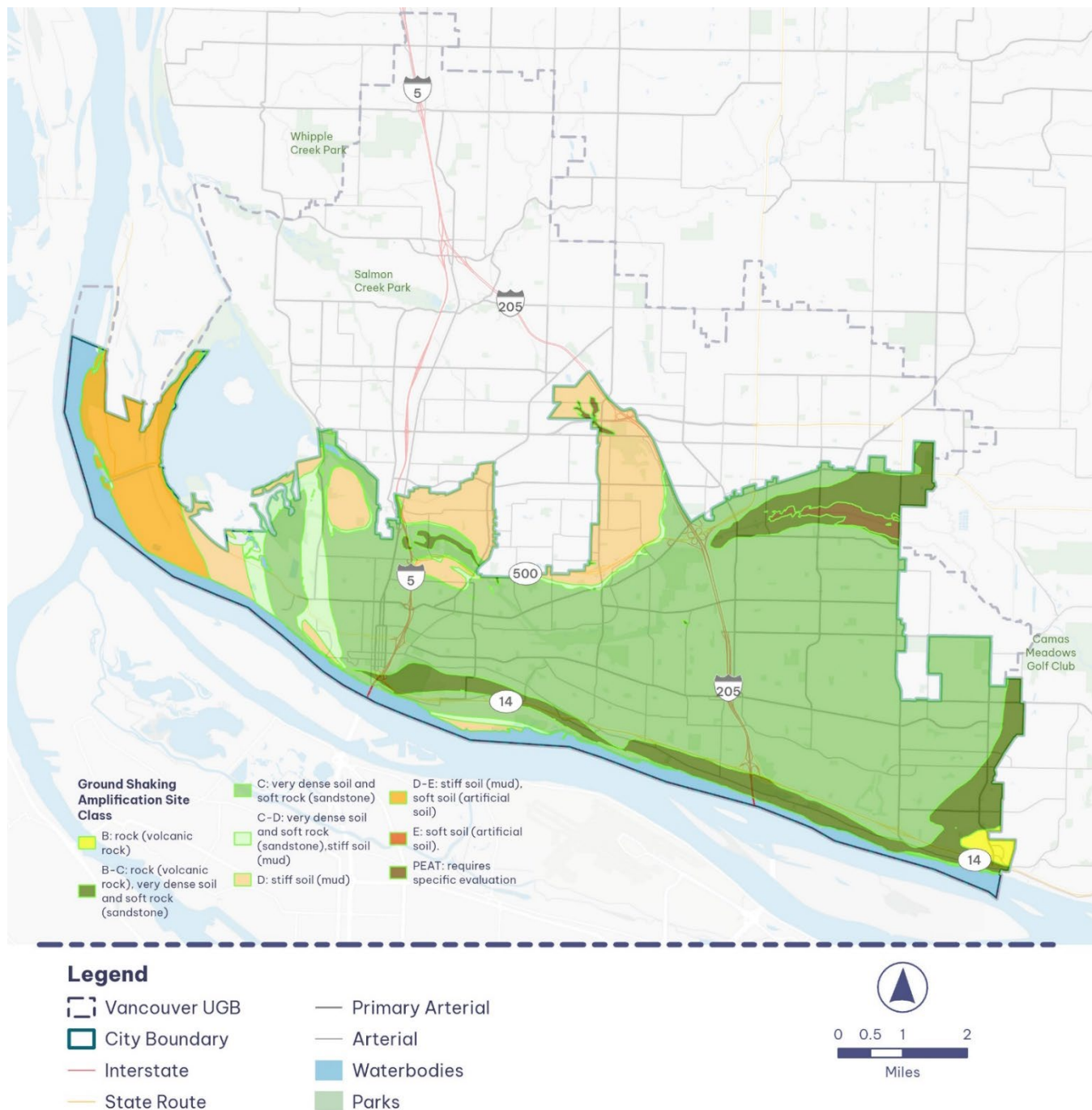
moderate to least relative seismic hazard are located throughout Central and East Vancouver. There is an additional band of greater relative risk at and north of SR 500. Liquefaction susceptibility hazards are “low to moderate” in the majority of the city, with a small band of “very low” along the Columbia River. Liquefaction hazards are mapped as “moderate to high” surrounding Vancouver Lake (WDNR 2024).

Seismic hazard areas in Vancouver include ground shaking amplification hazard areas. Ground shaking amplification is a phenomenon where surface-level shaking during an earthquake can be more intense based on local soil conditions. For example, when seismic waves travel through softer soils that vibrate more intensely than harder bedrock, there can be greater shaking at the surface.

Ground shaking amplification site class is determined by the National Earthquake Reduction Program of the Federal Emergency Management Agency. Ground Shaking amplification and earthquake damage risk is lowest with Site Class A soils and highest with Class F soils. VMC 20.740.130 designates ground shaking amplification hazard areas as Site Classes C to D, D, D to E, E and F as indicated on the Site Class Map of Clark County, Washington. The city is mostly classified as Site Class D (moderate), with some areas in north Vancouver classified as Site Class C to D (low to moderate), and areas in West Vancouver classified as Site Class D and D to E (moderate), as shown in Figure 32 (Clark County n.d.).

Vancouver is within a volcanic hazard zone due to the proximity of Mount Saint Helens to the north, Mount Adams to the northeast, and Mount Hood to the southeast. The Washington State Department of Natural Resources has identified that Vancouver exists within areas of regional lava flows from Mount Saint Helens and Mount Adams (WDNR 2023).

Figure 32. Earthquake Hazards, Liquefaction Areas, and Volcanic Hazard Zones



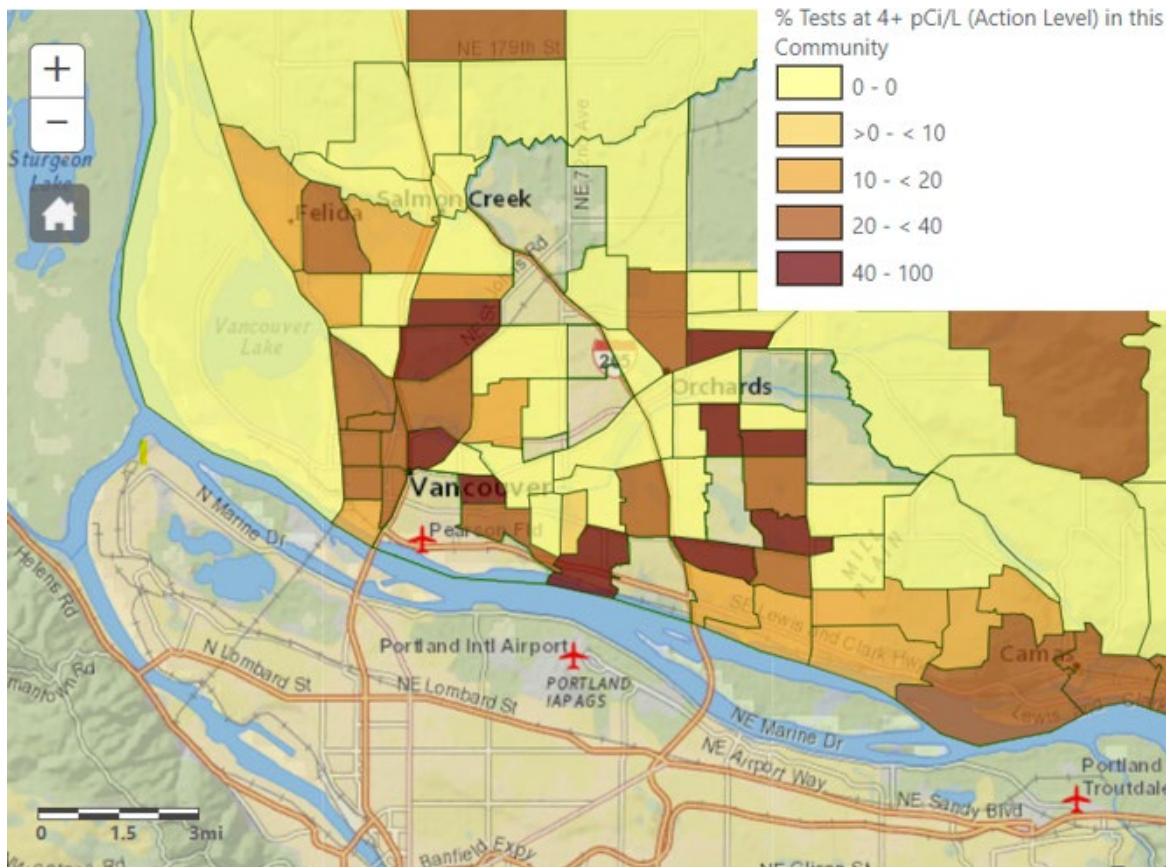
Source: Clark County n.d.

Clark County is classified by the U.S. Environmental Protection Agency (EPA) as a Zone 1 area, which has the highest potential risk for radon exposure (Clark County Public Health n.d.). Radon is a colorless, tasteless, and odorless radioactive gas that is released naturally from soil containing granite rock. Clark County and Vancouver have higher levels than some other parts of the state because of granite rock deposited naturally in this region 18,000

years ago. Radon testing in Vancouver has reported varying results in different parts of the city, with clusters of higher risk areas (defined as levels greater than 4 picocuries per liter of air) bordering the Columbia River and near the west, south, and east edges of the city, as shown in Figure 33.

Radon is the leading cause of lung cancer among nonsmokers and contributes to higher rates of lung cancer for smokers (DOH n.d.). Radon can seep into homes from the ground through cracks in floors or walls, construction joints, gaps around pipes, and other means, and become trapped and concentrated. All types of homes can be affected, regardless of age or whether they contain a basement, and every home should be tested. However, there is a lower risk in homes above the third floor, and therefore the EPA recommends testing all residences below the third floor (National Center for Healthy Housing 2025).

Figure 33. Radon Exposure Test Levels in Vancouver Area Census Tracts



Source: Washington Tracking Network 2020

Potential Impacts

This section discusses the potential impacts of the alternatives related to the following earth-related metrics:

- Consistency with City regulations for geologic hazard areas (VMC 20.740.130)
- Potential for increased exposure to geologic hazard risks at existing and future development sites
- Potential for increased risk of erosion at future development sites

Impacts Common to All Alternatives

The following sections outline impacts that are expected to occur under all the alternatives. Impacts specific to each alternative are discussed in the next subsections.

Consistency with City Regulations for Geologic Hazard Areas

None of the alternatives would conflict with City regulations for geologic hazard areas, as all of the alternatives would remain subject to the City's Critical Areas Ordinance (CAO), which regulates geologically hazardous areas under VMC 20.740.130. Please see the Avoidance, Minimization, and Mitigation Measures section for more information about the CAO requirements.

Potential for Increased Exposure to Geologic Hazard Risks at Existing and Future Development Sites

Existing and future development sites would experience some degree of risk for long-term geologic hazards under all alternatives. Some risks, such as landslide and erosion hazards, would be localized to sites in certain areas of the city, as described in the Affected Environment section and shown in Figure 30 and Figure 31. However, with the updated CAO, more areas of the city would likely be considered to be geologic hazard areas, which would potentially lead to limitations on development in these areas under all alternatives and thus reduce exposure to geologic hazard risks. Most of the city would be at low to moderate risk for ground shaking amplification hazards, as shown in Figure 32. All citywide development would be at risk of volcanic hazards.

When modeling the potential future capacity for new housing units and jobs under all alternatives, analysts assumed that development would be constrained on parcels of land designated as critical areas, which include geologic hazard areas. These constraints could potentially limit exposure to geologic hazard risks. However, because all alternatives would have capacity for some level of housing and job growth, more people would potentially be exposed to these risks regardless of the alternative.

Under all alternatives, with the adoption of the updated CAO, there are additional requirements for development in geologic hazard areas, which would benefit health and safety, as discussed in the Avoidance, Minimization, and Mitigation Measures section. In addition, all alternatives would result in development of new buildings of three or more

stories. Units at or above the third story may better protect from radon exposure (BERK 2025).

Potential for Increased Risk of Erosion at Future Development Sites

All alternatives would lead to new construction or redevelopment, which could create increased risks of erosion at specific sites because of removal of vegetation on a temporary or permanent basis. The amount of new impervious surfaces, which include rooftops, driveways, sidewalks, parking lots, and compacted soils, would increase under all alternatives to some extent because of this new growth and development. Impervious surfaces in urban areas reduce infiltration of water into soils and increase surface water runoff, which can change the way that water and pollutants travel to urban streams and lead to increased erosion (EPA 2024a).

All alternatives would maintain the same amount of existing land designated as Parks/Open Space. Retaining these vegetated Parks/Open Space areas would help limit erosion risk at those sites. Under all alternatives, the land use designations would remain the same in areas with the greatest erosion hazards, which include the north bank of Lake River leading into Vancouver Lake, the northeast shore of Vancouver Lake, and along both sides of Burnt Bridge Creek Park.

Under all alternatives, with the adoption of the updated CAO, there would be additional planting requirements in geologic hazard areas to help support the stability and natural resilience of these areas.

No Action Alternative

In general, there would be minimal additional impacts under the No Action Alternative aside from those described in the Impacts Common to All Alternatives section. The No Action Alternative would be consistent with City regulations and would apply the updated CAO provisions for geologic hazard areas.

There would potentially be fewer construction impacts to earth resources under the No Action Alternative than Alternative 1 and Alternative 2 because the No Action Alternative would retain the existing land use and zoning designations, which generally allow for less density citywide. Because the No Action Alternative would have less capacity for new housing and jobs, it may result in lower levels of new construction and/or redevelopment and the associated ground disturbances, potential erosion, and increases in impervious surfaces, compared to Alternatives 1 and 2. The differences in impacts between the No Action Alternative and Alternatives 1 and 2 would generally be greatest outside of single-family neighborhoods. Within single-family neighborhoods, new GMA requirements to allow middle

housing will be imposed by the state if local jurisdictions do not take action to change their regulations to allow them.

Alternative 1

In general, there would be minimal additional impacts under Alternative 1 aside from those described in the Impacts Common to All Alternatives section. Alternative 1 would be consistent with City regulations and would apply the updated CAO provisions for geologic hazard areas. Compared to the No Action Alternative, Alternative 1 would have a substantially greater capacity for new buildings in zoning districts that allow three or more stories, which may better protect from radon exposure (BERK 2025).

Alternative 1 would allow for more dense development and would have greater capacity for new housing units and jobs, which would likely result in higher levels of new construction and/or redevelopment and the associated ground disturbances, potential erosion, and increases in impervious surfaces, compared to the No Action Alternative, particularly outside of single-family zones. However, Alternative 1 would have modestly fewer earth-related impacts than Alternative 2, which has the highest capacity for new housing units and jobs.

Alternative 2

In general, there would be minimal additional impacts under Alternative 2 aside from those described in the Impacts Common to All Alternatives section. Alternative 2 would be consistent with City regulations and would apply the updated CAO provisions for geologic hazard areas. Alternative 2 would have the highest capacity for new buildings in zoning districts that allow three or more stories, which may better protect from radon exposure (BERK 2025).

Alternative 2 would have similar impacts to Alternative 1 related to geologic hazard and erosion risks. However, because Alternative 2 would have options for more density and larger-scale buildings in more areas of the city, it would have greater potential than Alternative 1 and the No Action Alternative to increase impervious surface areas and decrease vegetation, which could increase the potential for erosion. However, because Alternative 2 would allow for the densest development patterns, it would potentially result in less pressure to develop existing undeveloped sites, including those in or near erosion or landslide hazard areas than the No Action Alternative and Alternative 1, which would lead to reduced risk exposure for people and property.

Avoidance, Minimization, and Mitigation Measures

Regardless of alternative, all future development projects will be required to comply with city and state requirements for geologically hazardous areas. The City's development review

process will ensure compliance with the geologically hazardous areas requirements under VMC 20.740.130.

The City updated the CAO in December 2024 with the objective to better protect natural areas and, in the case of geologic hazard areas, reduce risks to public health and safety, while providing clearer and more flexible guidelines for property owners and developers (City of Vancouver 2024e).

All alternatives would be required to comply with these CAO changes, which include:

- **Designation of Hazard Areas:** Uses updated data sources for identifying liquefaction, ground shaking amplification, and fault rupture hazard areas to ensure designated areas are based on the most current and reliable geological information.
- **Detailed Requirements for Critical Areas Reports:** Specifies additional requirements for Critical Areas Reports for development proposals in potential geologic hazard areas to help ensure a comprehensive assessment of the site's geologic risks.
- **Performance Standards and Buffers:** Defines specific performance standards for development in geologic hazard areas, including buffer widths from hazard areas, to mitigate risks and ensure safety.
- **Prohibition of Critical Facilities:** Allows critical facilities in landslide, bank erosion, and fault rupture hazard areas only there is no other feasible location, a mitigation proposal must be included, and a Critical Areas Report demonstrates that the area is safe for the type of facility proposed.
- **Prohibitions and Conditions During Wet Season:** Adds stricter prohibitions on clearing, grading, and other activities that could destabilize soil during the wet season (November 1 to May 1), except under certain permits.
- **New Planting Requirements:** Requires new plantings in geologic hazard areas to consist of native vegetation and prohibits alterations to buffers that involve clearing vegetation without an approved erosion control plan.

During construction of future development projects under all alternatives, adherence to best management practices approved by Ecology and the appropriate provisions of the VMC would minimize erosion risks. Site-specific projects under all of the alternatives would be required to comply with applicable temporary erosion and sedimentation control measures as required by the City and the National Pollutant Discharge Elimination System Construction Stormwater General Permit's Storm Water Pollution Prevention Plan.

Significant Unavoidable Adverse Impacts

All of the alternatives have the potential to create impacts to earth resources as a result of expected population growth and development. The anticipated changes would occur

incrementally, and with the implementation of avoidance, minimization, and mitigation measures, no significant unavoidable adverse impacts to earth resources are anticipated for any of the alternatives.

Air Quality, Greenhouse Gases and Climate

Methodology

Analysts reviewed relevant information sources and policies to describe existing conditions related to emissions of criteria air pollutants, mobile source air toxics, and greenhouse gases (GHG) including the following sources:

- EPA's AirData outdoor monitor values reports (EPA 2024b)
- Washington State Greenhouse Gas Emissions Inventory: 1990–2019 (Ecology 2022)
- City of Vancouver Climate Action Framework (City of Vancouver 2022b)
- City of Vancouver 2023 Inventory of Community and Government Operations Greenhouse Gas Emissions (City of Vancouver 2024d)
- Our Vancouver Health Impact Assessment (BERK 2025)

Analysts then reviewed the alternatives to determine potential adverse impacts and associated mitigation measures using the following metrics:

- Long-term air pollutant and GHG emissions
- Capacity for new housing in areas with air pollutant exposure risks
- Capacity for new housing and jobs in areas with high temperatures
- Air quality and GHG considerations during construction

For the air pollutant and GHG emissions analysis, estimated daily VMT from the regional transportation model, as discussed in the Transportation section, were multiplied by pollutant emission factors developed with EPA's Motor Vehicle Simulator (MOVES5) that represent an average vehicle within Clark County in 2045. The MOVES5 tool models emissions for carbon monoxide (CO), oxides of nitrogen (NO_x), particulate matter 10 microns or less in diameter (PM₁₀), particulate matter 2.5 microns or less in diameter (PM_{2.5}), and GHG carbon dioxide equivalent (CO_{2e}).

Affected Environment

Air Quality

Vancouver is located in a regional airshed bounded on the south by Eugene, Oregon, on the north by Chehalis, Washington, on the west by the Coast Range, and on the east by the Cascade Mountains (City of Vancouver 2021a).

Air quality is monitored in Clark County by the Southwest Clean Air Agency, which was created in response to the Washington Clean Air Act of 1967. Clark County is currently classified by EPA as in attainment for all pollutants and averaging periods, based on its history of monitored concentrations in the region (EPA 2024b). Despite the area's EPA designation, air quality is an ongoing challenge for Vancouver and Clark County. Primary sources of air pollution in Vancouver include wildfire smoke, wood burning, cars, trucks, trains, and port activity.

Multiple governmental agencies operate air quality monitors throughout the states of Washington and Oregon that monitor concentrations of air pollutants according to EPA protocols. Within Vancouver, Washington, Ecology operates monitors for ozone and fine PM_{2.5}, a type of air pollution that consists of very small particles that are 2.5 micrometers or less in diameter. Oregon Department of Environmental Quality (DEQ) monitors CO, PM₁₀, PM_{2.5}, and ozone concentrations in Portland, Oregon, about 9 miles south of Vancouver, and there is an additional PM_{2.5} monitor location in Portland, about 4 miles south of Vancouver. Concentrations measured by these DEQ monitors are reported to the EPA as part of the Portland-Vancouver-Hillsboro core-based statistical area.

Table 30, Table 31, Table 32, and Table 33 summarize the criteria pollutant monitor data for the three most recent years of validated measurements for CO, PM₁₀, PM_{2.5}, and ozone respectively. Concentrations of CO, PM₁₀, and PM_{2.5} did not exceed the National Ambient Air Quality Standards (NAAQS) during the period of 2021 through 2023. Although there were individual days when monitored ozone concentrations exceeded the NAAQS daily threshold, these instances did not constitute a violation of the standard. Under the NAAQS, a violation occurs when the annual fourth-highest daily maximum 8-hour ozone concentration, averaged over three years, is greater than 0.070 parts per million.

Table 30. Carbon Monoxide Measured Concentrations in Parts per Billion

Monitor Location: CO	Value	2021	2022	2023
5824 SE Lafayette Street, Portland, OR	1-hour Maximum	2.6	2.1	4.1
5824 SE Lafayette Street, Portland, OR	1-hour 2nd Maximum	2.1	1.9	1.8
5824 SE Lafayette Street, Portland, OR	No. of 1-hour Exceedances	0	0	0
5824 SE Lafayette Street, Portland, OR	8-hour Maximum	1.7	1.7	1.2
5824 SE Lafayette Street, Portland, OR	8-hour 2nd Maximum	1.4	1.5	1.2
5824 SE Lafayette Street, Portland, OR	No. of 8-hour Exceedances	0	0	0

Source: EPA 2024b

Note: One hour CO standard of 35 parts per million is not to be exceeded more than once per year. Eight-hour carbon monoxide standard of 9 parts per million is not to be exceeded more than once per year.

Key: CO = carbon monoxide.

Table 31. PM_{10} Measured Concentrations in Micrograms per Cubic Meter

Monitor Location: PM_{10}	Value	2021	2022	2023
5824 SE Lafayette Street, Portland, OR	24-hour Maximum	31	83	32
5824 SE Lafayette Street, Portland, OR	24-hour 2nd Maximum	29	39	27
5824 SE Lafayette Street, Portland, OR	No. of Exceedances	0	0	0
4915 N Gantenbein Avenue, Portland, OR	24-hour Maximum	27	89	21
4915 N Gantenbein Avenue, Portland, OR	24-hour 2nd Maximum	24	39	19
4915 N Gantenbein Avenue, Portland, OR	No. of Exceedances	0	0	0

Source: EPA 2024b

Note: 24-hour PM_{10} standard of 150 micrograms per cubic meter is not to be exceeded more than once per year on average over three years.
Key: PM_{10} = particulate matter less than or equal to 10 microns in diameter.

Table 32. $PM_{2.5}$ Measured Concentrations in Micrograms per Cubic Meter

Monitor Location: $PM_{2.5}$	Value	2021	2022	2023
5824 SE Lafayette Street, Portland, OR	24-Hour 98th percentile	16	27	17
5824 SE Lafayette Street, Portland, OR	Mean Annual	6.4	8	6.5
2722 NE 84th Avenue, Vancouver, WA	24-Hour 98th percentile	16	29	25
2722 NE 84th Avenue, Vancouver, WA	Mean Annual	5.7	7.7	6.4

Source: EPA [2024b](#)

Note: 24-hour $PM_{2.5}$ standard is exceeded when the 98th percentile, averaged over three years, is greater than $35 \mu\text{g}/\text{m}^3$. Annual $PM_{2.5}$ standard is exceeded when the annual mean, averaged over three years, is greater than $9 \mu\text{g}/\text{m}^3$.
Key: $\mu\text{g}/\text{m}^3$ = micrograms per cubic meter; $PM_{2.5}$ = particulate matter less than or equal to 2.5 microns in diameter

Table 33. Ozone Measured Concentrations in Parts per Million

Monitor Location: Ozone	Value	2021	2022	2023
5824 SE Lafayette Street, Portland, OR	1st Highest	.072 ^a	.08 ^a	.067
5824 SE Lafayette Street, Portland, OR	2nd Highest	.066	.07	.064
5824 SE Lafayette Street, Portland, OR	3rd Highest	.066	.057	.062
5824 SE Lafayette Street, Portland, OR	4th Highest	.06	.056	.056
5824 SE Lafayette Street, Portland, OR	No. of days above standard	1	1	0
1500 SE Blairmont Drive (Mountain View High School), Vancouver, WA	1st Highest	.068	.062	.086 ^a
1500 SE Blairmont Drive (Mountain View High School), Vancouver, WA	2nd Highest	.064	.06	.067
1500 SE Blairmont Drive (Mountain View High School), Vancouver, WA	3rd Highest	.057	.057	.065
1500 SE Blairmont Drive (Mountain View High School), Vancouver, WA	4th Highest	.057	.056	.062
1500 SE Blairmont Drive (Mountain View High School), Vancouver, WA	No. of days above standard	0	0	1

Source: EPA 2024b

Notes:

- a **Bold numbers** in the table indicate daily concentration above the ozone standard. Note that a daily concentration above the ozone standard does not necessarily indicate an exceedance of the NAAQS. Ozone standard is exceeded when the annual fourth-highest daily maximum 8-hour concentration, averaged over three years, is greater than 0.070 parts per million.

Section 107 of the 1977 Clean Air Act Amendments requires that the EPA publish a list of all geographic areas in compliance with the NAAQS, plus those not attaining the NAAQS. Areas

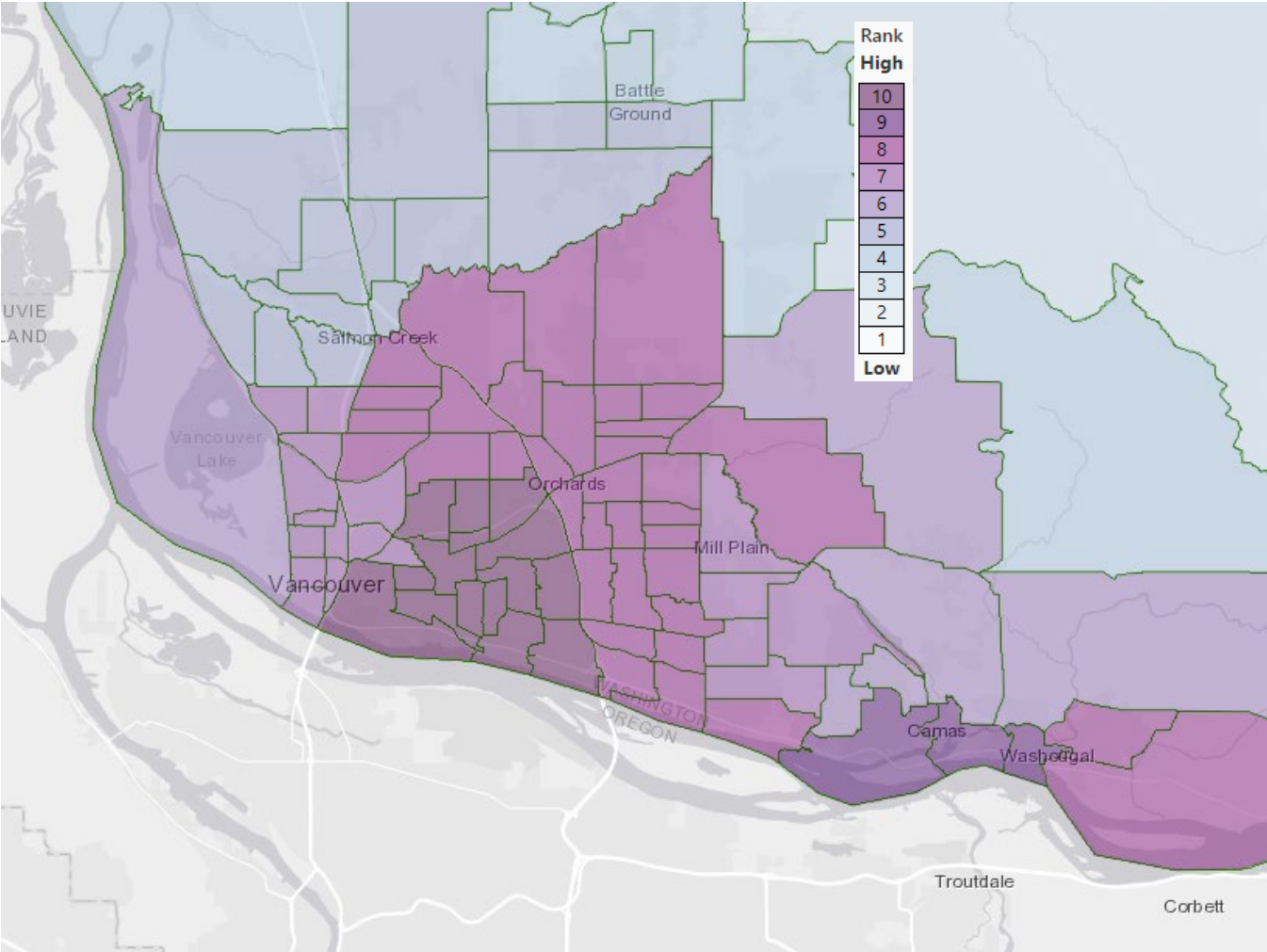
not in NAAQS compliance are deemed nonattainment areas. Maintenance areas are areas that were previously designated as nonattainment for a particular pollutant but have since demonstrated compliance with the NAAQS for that pollutant. An area's designation is based on the data collected by the state monitoring network on a pollutant-by-pollutant basis.

As summarized in Table 32 and Table 33, concentrations of PM_{2.5} and ozone are approaching the NAAQs. In 2024, Clark County received an "F" grade from the American Lung Association's State of the Air Report, based on elevated PM_{2.5} concentrations from the period 2020–2022 (Design Workshop 2024). However, Clark County received a "C" grade in 2025, based on improved PM_{2.5} concentrations in the period 2021–2024 (American Lung Association 2025).

Vancouver was identified as a community that is overburdened and highly impacted by air pollution by Ecology because of the elevated levels of PM_{2.5} compared to the rest of the state, and the vulnerability of the community to air pollution impacts due to poverty, linguistic isolation, and unaffordable housing (Ecology 2025). This designation was determined based on monitored concentrations of air pollutants, results of state mapping tools that compare communities across the state for environmental health disparities, and federal mapping tools that evaluates the combination of environmental health risks and demographic data.

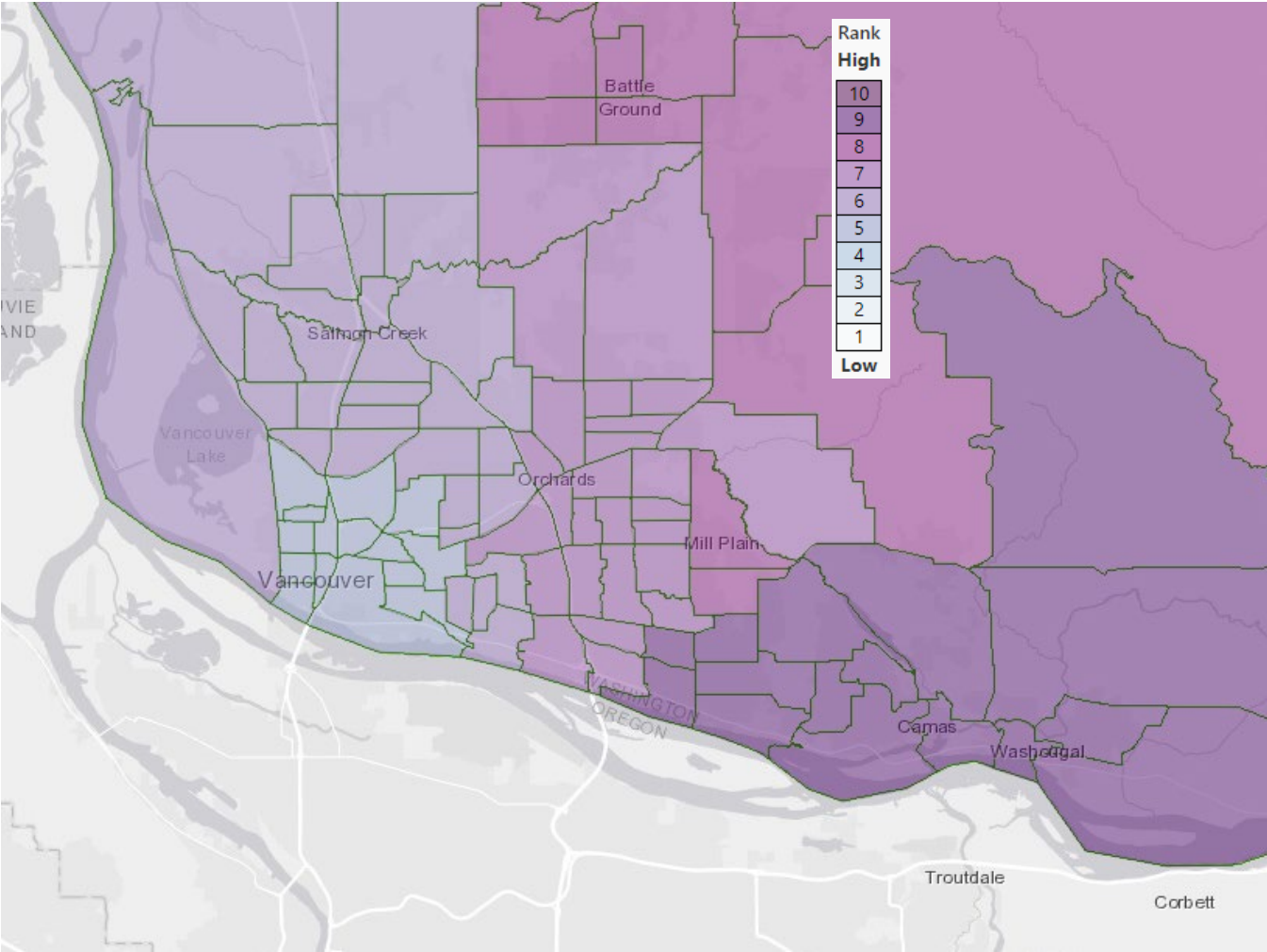
The Washington Department of Health (DOH) assigns rankings from 1 to 10, where 10 is the highest risk, for various categories of potential health risk, including exposure to PM_{2.5} and ozone. The risk rankings for PM_{2.5} exposure range from 7 to 10 throughout the city and are highest in Central and East Vancouver. The risk rankings for ozone are generally lower citywide, with higher risk levels in East Vancouver. The results of the DOH mapping tool for Vancouver and the surrounding area are shown in Figure 34 and Figure 35 (DOH 2022).

Figure 34. *PM_{2.5} Exposure Ranking Compared to Other Census Tracts in Washington*



Source: DOH 2022

Figure 35. Ozone Exposure Ranking Compared to Other Census Tracts in Washington

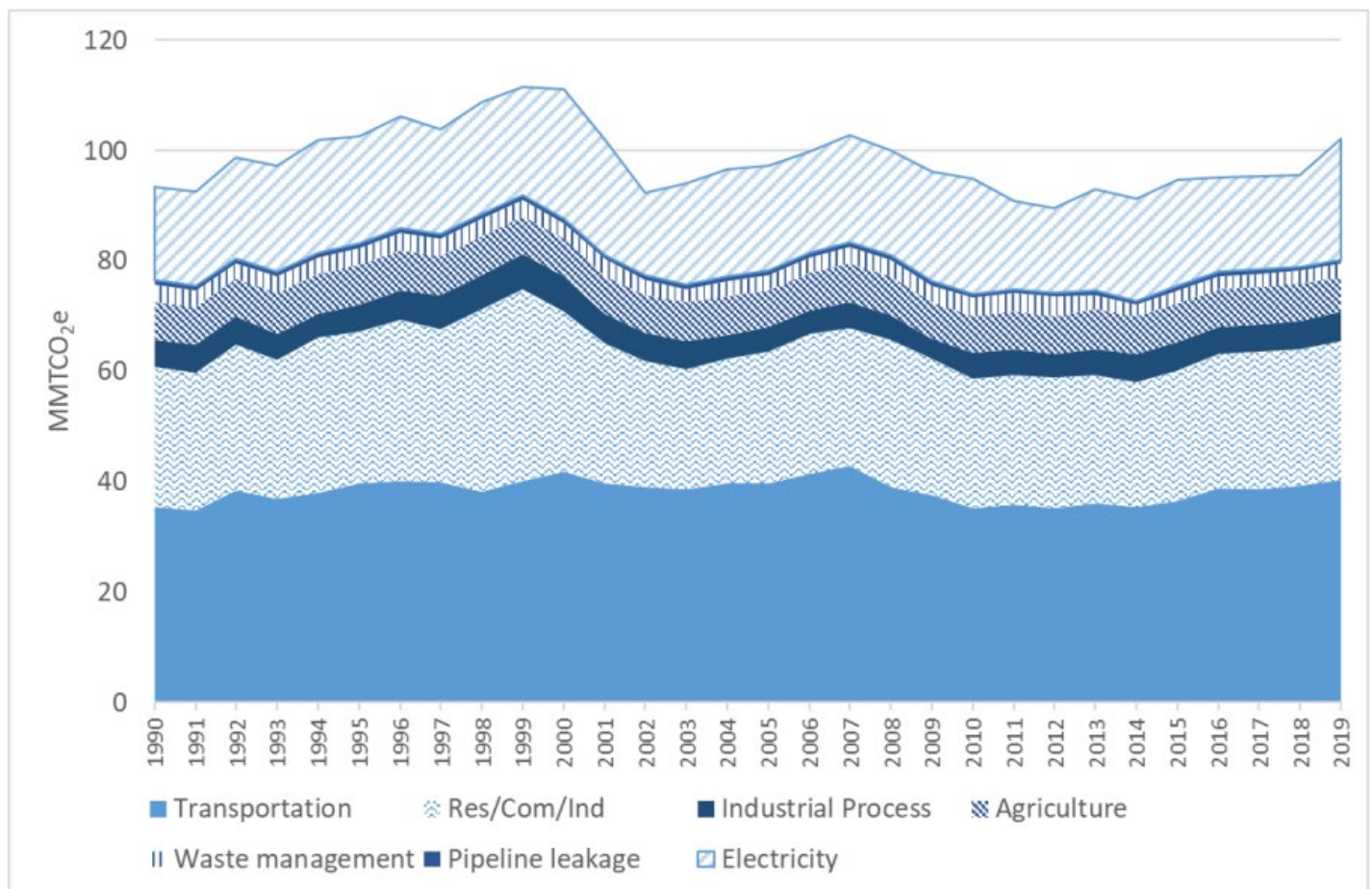


Source: DOH 2022

Greenhouse Gas Emissions

Greenhouse gases are evaluated by estimating the emissions from multiple sectors in units of CO₂e. The most recent Washington State Greenhouse Gas Emissions Inventory evaluates the trends in GHG emissions by sector from 1990 to 2019 (Ecology 2022). As shown in Figure 36, the state has seen a rise in total GHG emissions since 2016, with a majority of the emissions from the transportation and energy sectors.

Figure 36. Washington's Total Greenhouse Gas Emissions 1990–2019

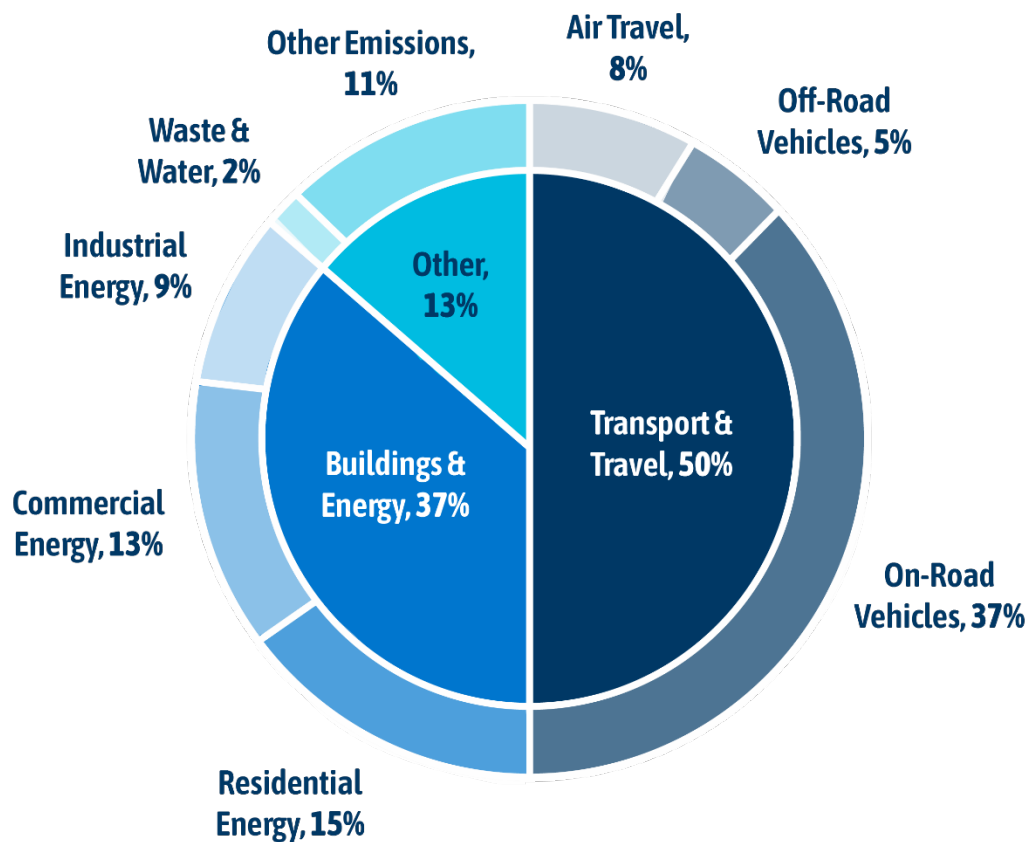


Source: Ecology 2022

Note: In the chart above, Electricity refers to all electricity consumption, and Res/Com/Ind refers to energy consumption other than electricity by residential, commercial, and industrial sources. MMTCO₂e is million metric tons of carbon dioxide equivalent.

In 2023, about 87% of Vancouver's emissions came from transport and travel and building energy (City of Vancouver 2024d). As summarized in Figure 37, major emissions sources included on-road vehicles (37%), followed by residential (15%) and commercial (13%) buildings, with other emissions sources ranging from 2% to 11% of the total.

Figure 37. City of Vancouver 2023 Greenhouse Gas Inventory by Sector



Source: City of Vancouver 2024d

Vancouver’s Climate Action Framework sets a goal of achieving carbon neutrality by 2040 by reducing and nearly eliminating carbon pollution from homes, business, vehicles, and City services while enriching parks, green spaces, and other natural systems (City of Vancouver 2022b). Vancouver’s GHG emissions declined 27% between 2007 and 2023, despite a growing population and economy (City of Vancouver 2024d). The decreased emissions were a result of the decarbonization of the local electrical grid as well as strengthened fuel efficiency standards for vehicles and increased energy efficiency of buildings and appliances.

Looking toward the future, the Climate Action Framework identifies key focus areas and associated visions, as well as strategies and actions:

- **Equity and Green Economy:** Vancouver will be a city that embeds equity in climate action, with regular assessments of community vulnerability, a comprehensive anti-displacement policy, and climate strategies and actions that prioritize an equitable distribution of costs

and benefits. Through a just transition, Vancouver will be a city that educates and trains its workers for careers in clean technology, renewable energy, and zero-emission vehicles.

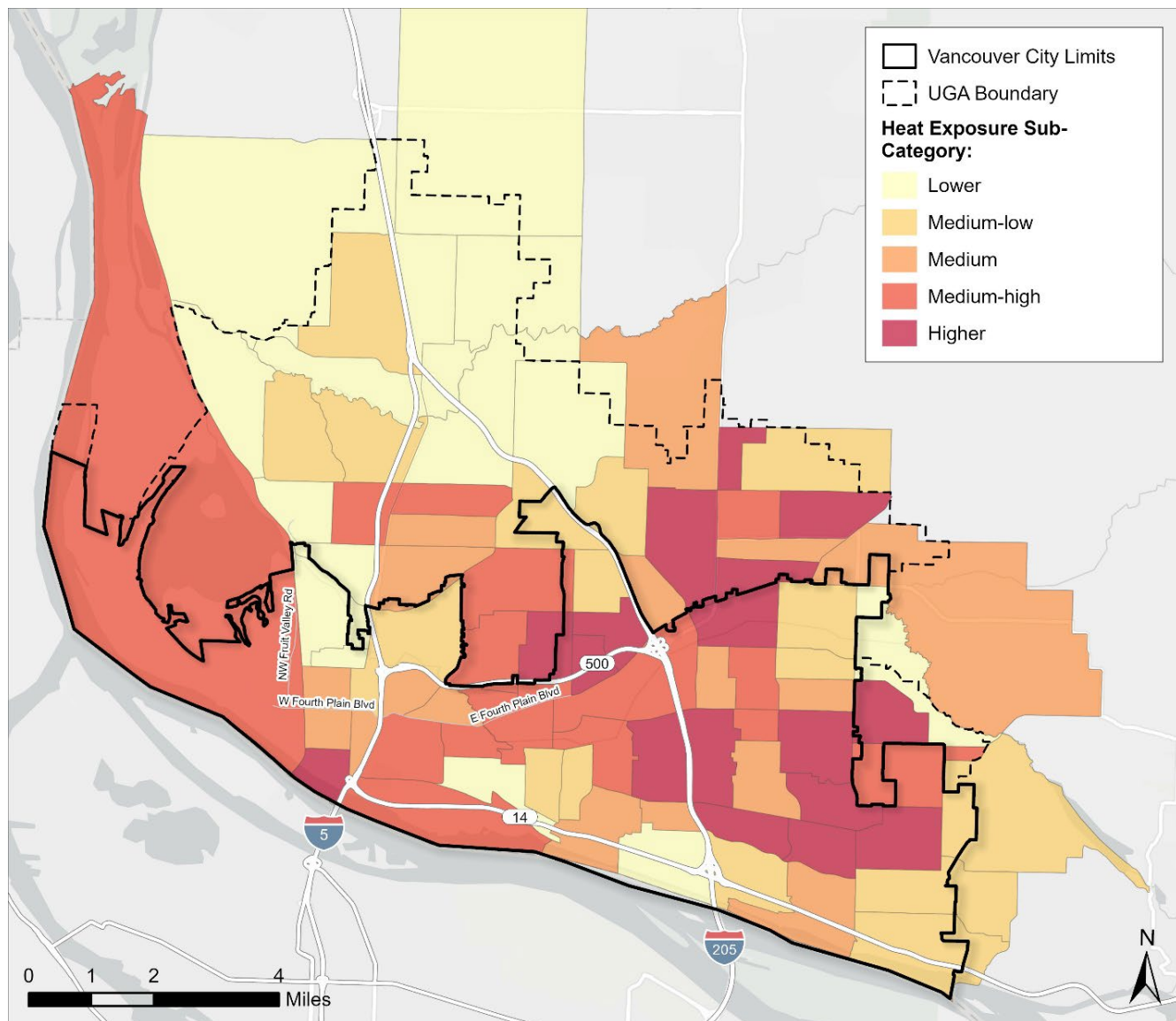
- **Buildings and Energy:** Vancouver will transition to 100% clean energy and significantly reduce per capita energy use.
- **Transportation and Land Use:** Vancouver's residents will be able to reach their destinations safely, reliably, and efficiently, however they choose to travel. Zero-emission vehicles will be affordable, common, and easy to charge or fuel. Our neighborhoods will be walkable, mixed-use, and higher-density, with secure affordable housing for current residents.
- **Natural Systems and Water Resources:** Vancouver's parks, trails, and green spaces will store carbon, connect our neighborhoods, and preserve sensitive land and wildlife. The community will manage water consumption wisely.
- **Solid Waste and Wastewater:** We will reduce per capita waste by diverting food to those who need it, and by reusing, repairing, recycling, and composting more. We will reduce per capita water usage and operate our wastewater treatment more efficiently.
- **City Governance:** Vancouver will be a city that embeds climate change in everything we do. We will ensure that staff are knowledgeable and empowered to make sustainable decisions and there is adequate permanent funding to make our low-emissions, resilient vision a reality.

Climate

Vancouver has wet, mild winters and warm, dry summers. Government researchers project that Washington temperatures could increase an average of 4.7 to 10 degrees Fahrenheit by the 2080s due to global climate change, along with a 10% increase in winter precipitation levels, increased frequency and intensity of extreme precipitation events, and more frequent unusually hot summer days (City of Vancouver 2021a; U.S. Global Change Research Program 2023).

As part of climate change resilience work in 2024, a heat exposure index was created to understand summer heat differences across Vancouver and presented in Figure 38 (BERK 2025). Block groups with greater heat exposure occur across the city, generally in areas with more impervious (paved) surfaces, such as industrial parks, office parks, shopping centers, and hospitals. The Our Vancouver Health Impact Assessment provides additional information about potential climate risks to health throughout the city (BERK 2025).

Figure 38. Heat Exposure Index



Source: BERK 2025

Potential Impacts

This section discusses the potential impacts of the alternatives related to the following air quality, greenhouse gases, and climate metrics:

- Air pollutant and GHG emissions
- Capacity for new housing in areas with air pollutant exposure risks
- Capacity for new housing and jobs in areas with high temperatures
- Air quality considerations during construction

Impacts Common to All Alternatives

The following sections outline impacts that are expected to occur under all the alternatives. Impacts specific to each alternative are discussed in the next subsections.

Long-term air pollutant and GHG Emissions

Existing sources of air pollutant and GHG emissions within Vancouver include on-road vehicle exhaust, non-road equipment exhaust (including construction equipment, marine vessels, and rail), residential wood burning, and industrial facilities. On-road vehicle and non-road equipment activity are the highest source of GHG and a major contributor to emissions of CO and NO_x. These emissions typically increase with population and commercial growth, which could occur under all alternatives. However, they are expected to be offset to a degree in the future as stricter vehicle and fuel economy standards are phased in, as well as through the continuing transition to electricity and alternative fuels.

Table 34 summarizes the results of modeled 2023 and 2045 daily air pollutant and GHG emissions. The regional transportation model outputs used for the air quality and GHG analysis consider assumptions about future population and employment growth, expected changes in land use, and reasonably foreseeable future transportation projects. Therefore, the air quality and GHG effects analysis accounts not only for potential long-term direct effects but also potential long-term indirect and cumulative effects resulting from the Comprehensive Plan Update.

Although VMT would be higher under all alternatives in 2045 than in 2023, air pollutant and GHG emissions for all alternatives would be substantially lower because of regulations for vehicles and engines that are expected to continue to phase in over time. Daily air pollutant and GHG emissions are expected to be 46% lower under the No Action Alternative, 41% lower under Alternative 1, and 39% lower under Alternative 2. VMT would be slightly higher under Alternative 1 and Alternative 2 than the No Action Alternative, resulting in 10.5% to 11.5% higher emissions of air pollutants and GHG under the action alternatives compared to the No Action Alternative. Differences in GHG emissions could be offset by the climate benefits associated with higher-density development and other actions the City is taking under its Climate Action Framework.

The transportation modeling results, as discussed in the Transportation section of Chapter 3, indicated minimal differences in transportation mode choices between alternatives, with active transportation modes continuing to compose a small share (approximately 10%) of trips in the future. However, Alternatives 1 and 2 would encourage a walkable, compact, and mixed-use style of development in more areas of the city than the No Action Alternative. Therefore, over time, Alternatives 1 and 2 would be more likely to shift vehicle trips to zero-

emission modes, facilitate shorter vehicle trips, and support further reductions of air pollutants and GHG emissions.

Table 34. Modeled 2045 Daily Air Pollutant and GHG Emissions from Vehicle Exhaust

Metric	Existing Conditions (2023)	No Action ^b (2045)	Alternative 1 (2045)	Alternative 2 (2045)	Difference between Alternative 1 and No Action	Difference between Alternative 2 and No Action
VMT (miles/day) ^a	4,315,718	5,327,928	5,885,872	6,006,556	10.5%	11.5%
CO Emissions (pounds/day)	16.86	4.86	5.37	5.48	10.5%	11.5%
NO _x Emissions (pounds/day)	3.34	0.44	0.49	0.50	10.5%	11.5%
PM ₁₀ Emissions (pounds/day)	0.23	0.13	0.14	0.14	10.5%	11.5%
PM _{2.5} Emissions (pounds/day)	0.11	0.04	0.04	0.04	10.5%	11.5%
GHG Emissions (metric tons CO _{2e} /day)	2,467	1,326	1,465	1,495	10.5%	11.5%

Notes:

a VMT provided by RTC regional travel demand model outputs (RTC 2025)

b The No Action Alternative is based on capacity only and does not account for feasibility of redevelopment, whereas Alternatives 1 and 2 include assumptions related to market feasibility and redevelopment.

Key: CO = carbon monoxide, CO_{2e} = carbon dioxide equivalent, GHG = greenhouse gases, NO_x = oxides of nitrogen, PM_{2.5} = particulate matter 2.5 microns or less in diameter, PM₁₀ = particulate matter 10 microns or less in diameter

Anticipated new growth and development would require increased energy use of natural gas and electricity under all alternatives. There are no direct emissions of GHG from electricity use; however, there are emissions associated with the generation of that electricity. Although overall electricity use is expected to increase with future growth, overall GHG emissions from electricity generation are expected to decline in the future as Washington transitions to a carbon-free electricity supply by 2045. Quantifying the potential increase in GHG emissions associated with new buildings would require specific details about proposed residency types

and commercial square footage for each alternative, which are not available at the planning level of this analysis. Future analyses would be conducted as applicable through project-specific SEPA analysis.

Capacity for new housing in areas with air pollutant exposure risks

Based on the projected distribution of growth and development across the city, all alternatives would include capacity for new housing units in areas with a higher risk for exposure to air pollutants, as shown in Table 35 and Table 36. However, as noted in the previous section, emissions of PM_{2.5} for all alternatives would be substantially lower because of regulations for vehicles and engines that are expected to continue to phase in over time. Therefore, the future risk exposure may not be as high.

Table 35. Estimated Capacity for New Housing Units in Areas with High PM_{2.5} Exposure Risk

Metric	No Action Alternative	Alternative 1	Alternative 2
Projected Capacity for New Housing Units in Areas with High PM _{2.5} exposure risk	10,100 ^a	8,000	9,700
Percent of Total Projected Capacity for New Housing Units	34% ^a	18%	19%

Source: BERK 2025

Note:

- a The No Action is based on capacity only and does not account for feasibility of redevelopment, whereas Alternatives 1 and 2 include assumptions related to market feasibility and redevelopment.

Table 36. Estimated Capacity for New Housing Units in Areas with Ozone Concentration Risk

Metric	No Action Alternative	Alternative 1	Alternative 2
Projected Capacity for New Housing Units in Areas with Ozone Concentration Risk	4,800 ^a	15,100	16,700
Percent of Total Projected Capacity for New Housing Units	16% ^a	33%	33%

Source: BERK 2025

Note:

- a The No Action is based on capacity only and does not account for feasibility of redevelopment, whereas Alternatives 1 and 2 include assumptions related to market feasibility and redevelopment.

Capacity for new housing and jobs in areas with heat islands

All alternatives would also include capacity for new housing units and jobs in heat islands, defined as areas with Medium-High or Higher heat exposure scores in the City's Climate Index (refer to Figure 38). Table 37 summarizes the capacity across alternatives (BERK 2025).

Table 37. Estimated Capacity for New Housing Units and Jobs in Heat Islands

Metric	No Action Alternative	Alternative 1	Alternative 2
Projected Capacity for Housing Units in Heat Islands	14,400 ^a	22,400	20,800
Percent of Total Projected Capacity for New Housing Units	49% ^a	50%	41%
Projected Capacity for New Jobs in Heat Islands	11,500 ^a	27,600	30,700
Percent of Total Projected Capacity for New Jobs	39% ^a	61%	61%

Source: BERK 2025

Note:

^a The No Action is based on capacity only and does not account for feasibility of redevelopment, whereas Alternatives 1 and 2 include assumptions related to market feasibility and redevelopment.

Air quality and GHG considerations during construction

Under all alternatives, some construction work activities (particularly those involving paving operations using asphalt) could result in short-term odors, which could be detectable to some people near construction sites and would be diluted as distance from the site increases.

All alternatives would lead to new construction or redevelopment, which would result in short-term emissions of GHG and air pollutants from worker commutes and construction vehicle exhaust. Particulate matter could also be generated where soil would be disturbed by ground clearing and preparation, stockpiling of materials, and by construction vehicles tracking soil from sites onto area streets where other vehicles could stir up and release fugitive dust. Construction of any stationary sources of air emissions, including industrial facilities or services that require industrial-scale combustion equipment will be regulated by Southwest Clean Air Agency and complete their own SEPA process.

Construction activities are also likely to require temporary diesel-fired generators to provide power for electric equipment, which produce emissions of air pollutants and GHG. Southwest

Clean Air Agency should be consulted when construction projects that require the use of temporary generators to determine whether any air permits are required. Disruption of traffic during construction (such as a temporary reduction of roadway capacity and increased queue lengths) could result in short-term, elevated concentrations of pollutants from slowed or idling vehicles. Although emissions from construction projects would be temporary, it is anticipated that varying levels of construction would occur under all of the alternatives that could cumulatively contribute to construction-related air pollutant and GHG emissions citywide.

No Action Alternative

Long-term air pollutant and GHG Emissions

No additional effects were identified for the No Action Alternative beyond those discussed in the Impacts to All Alternatives section. The No Action Alternative is modeled to have slightly lower emissions than Alternative 1 and 2 because of lower projected VMT (associated with lower growth capacity) and about 46% lower emissions than existing conditions. However, the No Action Alternative would retain lower-density zoning districts and a less compact, walkable urban form. Therefore, the No Action Alternative would be less likely than Alternatives 1 and 2 to shift trips to zero-emission modes over time and facilitate shorter vehicle trips, and would not help to support further reductions of air pollutant and GHG emissions.

Capacity for new housing in areas with air pollutant exposure risks

No additional effects were identified for the No Action Alternative beyond those discussed in the Impacts to All Alternatives section. There would be a slightly higher capacity for new housing units in areas with high PM_{2.5} than the action alternatives and a lower capacity for new housing units in areas with ozone exposure risk than under Alternatives 1 and 2.

Capacity for new housing and jobs in areas with heat islands

No additional effects were identified for the No Action Alternative beyond those discussed in the Impacts to All Alternatives section. Consistent with the lower overall capacity for housing units and jobs under the No Action Alternative, there would be lower capacity for new housing units and jobs in areas with heat islands than under Alternatives 1 and 2.

Air quality and GHG considerations during construction

No additional effects were identified for the No Action Alternative beyond those discussed in the Impacts to All Alternatives section. The No Action Alternative would have the lowest potential for construction-related air quality impacts of all the alternatives because it would have the lowest capacity for new housing units, jobs, and associated new development.

Alternative 1

Long-term air pollutant and GHG Emissions

No additional effects were identified for Alternative 1 beyond those discussed in the Impacts to All Alternatives section. Emissions for Alternative 1 are modeled to be slightly higher than the No Action Alternative and similar to Alternative 2 because of higher projected VMT but about 41% lower than existing conditions. However, Alternatives 1 would encourage a more walkable, compact style of development than the No Action Alternative but proposes fewer high-density areas than Alternative 2. Therefore, Alternative 1 would be more likely to shift vehicle trips to zero-emission modes, facilitate shorter vehicle trips, and support further reductions of air pollutant and GHG emissions over time but less likely to do so than Alternative 2.

Capacity for new housing in areas with air pollutant exposure risks

No additional effects were identified for Alternative 1 beyond those discussed in the Impacts to All Alternatives section. There would be a similar capacity for new housing units in areas with high PM_{2.5} across all alternatives. Alternative 1 would have a higher capacity for new housing units in areas with high ozone exposure risk than the No Action Alternative and a lower capacity than Alternative 2.

Capacity for new housing and jobs in areas with heat islands

No additional effects were identified for Alternative 1 beyond those discussed in the Impacts to All Alternatives section. Alternative 1 would have a higher capacity for new housing units in urban heat islands than the No Action Alternative and Alternative 2, but a lower capacity for new jobs in these areas.

Air quality and GHG considerations during construction

No additional effects were identified for Alternative 1 beyond those discussed in the Impacts to All Alternatives section. Alternative 1 would have a higher potential for construction-related air quality and GHG emissions impacts than the No Action Alternative because it would have a higher capacity for new housing units, jobs, and associated new development. These impacts would be similar to Alternative 2.

Alternative 2

Long-term air pollutant and GHG Emissions

No additional effects were identified for Alternative 2 beyond those discussed in the Impacts to All Alternatives section. Emissions for Alternative 2 are modeled to be 11.5% higher than the No Action Alternative and similar to Alternative 1 because of higher projected VMT. However, Alternative 2 would encourage a walkable, compact, and mixed-use style of development in the most parts of the city compared to the No Action Alternative and Alternative 1.

Therefore, Alternative 2 would be the most likely to shift vehicle trips to zero-emission modes, facilitate shorter vehicle trips, and support further reductions of air pollutant and GHG emissions.

Capacity for new housing in areas with air pollutant exposure risks

No additional effects were identified for Alternative 2 beyond those discussed in the Impacts to All Alternatives section. There would be a similar capacity for new housing units in areas with high PM_{2.5} across all alternatives. Alternative 2 would have the highest capacity for new housing units in areas with high ozone exposure risk.

Capacity for new housing and jobs in areas with heat islands

No additional effects were identified for Alternative 1 beyond those discussed in the Impacts to All Alternatives section. Alternative 2 would have a lower capacity for new housing units in urban heat islands than the No Action Alternative and Alternative 2, but a higher capacity for new jobs in these areas.

Air quality and GHG considerations during construction

No additional effects were identified for Alternative 2 beyond those discussed in the Impacts to All Alternatives section. Alternative 2 would have the highest potential for construction-related air quality and GHG emissions impacts because it would have the highest capacity for new housing units, jobs, and associated new development. However, these impacts are likely to be similar to Alternative 1.

Avoidance, Minimization, and Mitigation Measures

Future air pollutant emissions under all alternatives are expected to be lower than existing emissions due to improvements in vehicle technology and stricter fuel and engine regulations. Although Alternatives 1 and 2 would produce more air pollutant and GHG emissions than the No Action Alternative, the EPA has not established thresholds for determining significant air quality impacts in attainment areas. Therefore, no specific mitigation measures are required. Strategies to minimize vehicle emissions include actions that continue Vancouver's efforts to encourage mode shift away from driving alone (e.g., transit improvements, active transportation infrastructure, carpooling incentives) and actions that encourage the transition to alternative fuels (e.g., electric vehicle charging stations).

Similarly, future GHG emissions under all alternatives would be lower than existing conditions due to the ongoing decarbonization of the electricity supply. Although Alternatives 1 and 2 would result in slightly higher GHG emissions from energy use as compared to the No Action Alternative, there are no established thresholds to define a significant impact to GHG emissions. Therefore, no specific mitigation measures are required. Strategies to minimize

energy-related emissions include actions that encourage energy efficiency and the transition away from natural gas.

Vancouver's Climate Action Plan outlines specific actions to minimize emissions from transportation sources, buildings and energy use, as described in the Affected Environment subsection.

In addition, implementation of the following policy measures currently under consideration for the Comprehensive Plan Framework would also help to avoid, minimize, and mitigate potential air quality, greenhouse gases, and climate impacts identified for the action alternatives:

- Improve indoor air quality for residents most susceptible to negative impacts from exposure to particulates, CO, nitrogen dioxide, and lead.
- Reduce emissions from buildings, structures, and infrastructure in the community.
- 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.
- 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.
- Prioritize integrating green infrastructure into new development, redevelopment, replacement of existing infrastructure, and development of public spaces within the City to reduce urban heat island effect.
- 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.
- Expand community solar access for low-income homeowners and renters.
- 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.
- Improve active transportation infrastructure particularly in areas with inadequate pedestrian and micromobility infrastructure, to increase the share of trips made by foot, bike, or other small mobility devices.
- Adopt new technologies and invest in supportive infrastructure to increase the adoption of electric, hybrid, and alternative fuel vehicles to reduce community emissions.
- Implement land use patterns that reduce VMT, traffic congestion, and greenhouse gas emissions, and improve safety and air quality.
- Incorporate elements of climate resiliency into new privately and publicly developed public spaces.

- Establish development regulations that incorporate best practices for reducing the risk of wildfire, extreme heat, flooding, and other climate-exacerbated hazards.
- Develop plans and resources to ensure effective emergency response and equal access to emergency services and recovery resources, mitigating risks from extreme weather, climate-related hazards, and social hazards.

Significant Unavoidable Adverse Impacts

All of the alternatives have the potential to create impacts to air quality and GHG emissions as a result of expected population growth and development. The anticipated changes would occur incrementally, and with the implementation of avoidance, minimization, and mitigation measures, no significant unavoidable adverse impacts to air quality or GHG emissions are anticipated for any of the alternatives.

Water

Methodology

Analysts reviewed relevant information and policies to describe existing citywide surface water, flood plains, and groundwater conditions, including the following sources:

- City of Vancouver Shoreline Master Program (City of Vancouver 2021b)
- United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (USFWS 2024)
- EPA Clean Water Act, Clean Water Rule
- Washington State Department of Ecology Water Quality Atlas (Ecology 2024)
- VMC 14.24, Erosion Control
- VMC 14.25, Stormwater Control
- VMC 14.26, Water Resources Protection
- VMC 20.740.120, Frequently Flooded Areas
- VMC 20.740.140, Wetlands

Analysts then reviewed the alternatives to determine potential adverse impacts and associated mitigation measures using the following metrics:

- Potential for increased runoff to surface water bodies and wetland areas
- Potential for increased impacts to groundwater hydrology
- Potential for flooding in areas identified for new growth and development

Affected Environment

Vancouver has an abundance of water resources typical of western Washington, including rivers, streams, lakes, and wetlands. The city contains approximately 2,500 acres of wetlands and 2,500 acres of water, as shown in Figure 39 (Design Workshop 2024).

Surface Water

Major surface waters include the Columbia River, Vancouver Lake, and the adjacent lowlands, and Burnt Bridge Creek (City of Vancouver 2021a). These three main waterbodies (Columbia River, Burnt Bridge Creek, and Vancouver Lake) are all considered impaired by pollutants by Ecology (Ecology 2024). The total area subject to the City's SMP is approximately 32,000 acres (50 square miles) (City of Vancouver 2021b). The two primary watersheds within the Vancouver city limits are Burnt Bridge Creek and Columbia Slope; with Vancouver Lake basin at the western boundary, Lacamas Creek watershed to the east, and Salmon Creek watershed to the north. All Vancouver watersheds ultimately drain into the Columbia River (City of Vancouver n.d.[a]).

Frequently Flooded Areas

Frequently flooded areas are areas of special flood hazard identified by the Federal Insurance Administrator and the Federal Emergency Management Agency (FEMA) (VMC 20.740.120). FEMA maintains flood maps that help to inform where locations of flood hazard occur. In Vancouver, flood hazards predominately exist along the banks of the Columbia River and its associated floodplain, surrounding Vancouver Lake and its associated floodplain, and within the floodplain of Burnt Bridge Creek, as shown in Figure 39 (Design Workshop 2024). Vancouver's floodplain is concentrated at the western edge of the city. The alluvial floodplain contains mostly marshes and hardwoods, while the upland floodplain includes various substantial woodlands of 20 to 30 acres or more (City of Vancouver 2022a).

Groundwater

All Vancouver drinking water comes from local groundwater (City of Vancouver n.d.[b]). Vancouver gets its drinking water, or potable water, from wells tapping three distinct regional underground aquifers – the Orchards, Troutdale and Sand-and-Gravel aquifers. These aquifers make up the Troutdale Aquifer System, which covers most of Clark County. The groundwater system was designated a sole source aquifer in 2006 (City of Vancouver n.d.[b]). EPA defines a sole source aquifer as one where (a) the aquifer supplies at least 50% of the drinking water for its service area and (b) there are no reasonable alternative drinking water sources if the aquifer becomes contaminated (EPA n.d.[a]).

Critical Aquifer Recharge Areas

Per VMC 14.26, the entire area within the boundary of Vancouver is designated as a Critical Aquifer Recharge Area. This designation recognizes the importance and vulnerability of Vancouver's drinking water aquifers and serves to protect and preserve the municipal water supply.

Stormwater

Vancouver's overall goal is to promote stormwater drainage designs that help maintain or improve surface and groundwater quality. In general, stormwater runoff drains to catch basins, storm drains, and roadside ditches. Figure 39 shows the location of stormwater lines, outfalls, and features throughout the city. The preferred approach to stormwater management is to require property owners to retain stormwater on site and treat it, often utilizing vegetated areas to filter and absorb pollutants (City of Vancouver 2021a). Runoff is collected and conveyed into larger storm drains within the major streets, and discharges into local creeks and drainage tributaries or infiltrates into the soils on site. Stormwater facilities are distributed throughout the city (City of Vancouver 2023d). The geology for most of the city allows stormwater to infiltrate on site, allowing sites to develop and provide water quality treatment and discharge to stand-alone infiltration systems.

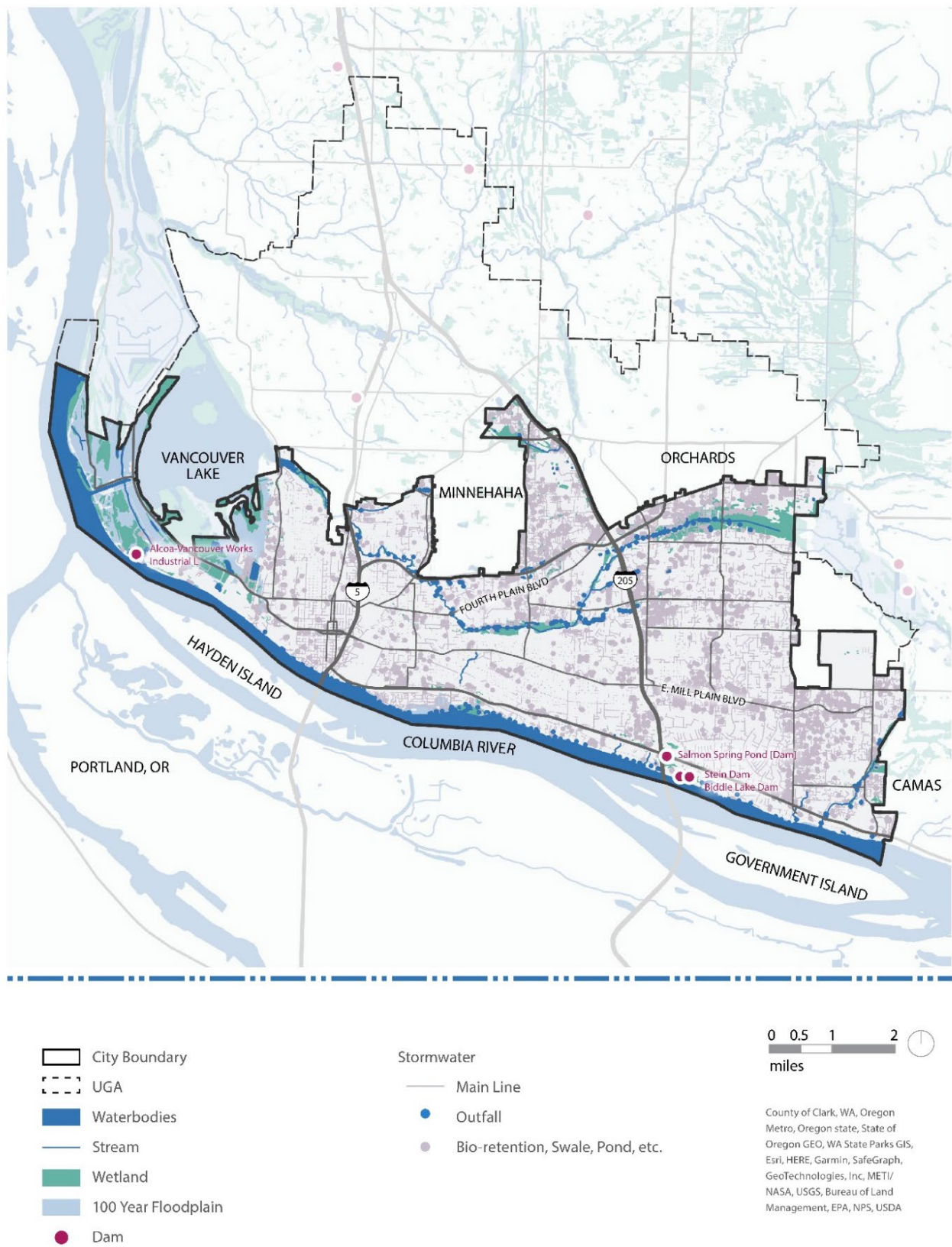
Wetlands

Wetlands are among the most productive ecosystems in the world, comparable to rain forests and coral reefs, and include areas where water covers soil for all or part of the year such as marshes, swamps, bogs, and fens (EPA n.d.[b]). Wetland functions are influenced by physical, chemical, and biological processes that occur within a wetland and the surrounding landscape. They provide essential ecological services including water filtration, shoreline stabilization, groundwater recharge, and climate resiliency. Wetland processes can alleviate flooding, improve stormwater control, provide erosion protection, and improve water quality valuable to the conservation and preservation of aquatic resources.

Wetland habitats are protected by several laws overseen by federal, state, and local agencies, and tribes. VMC, SEPA, and federal National Environmental Policy Act establish environmental regulations and procedures to regulate the development and use of land.

Vancouver contains over 2,467 acres of area mapped as wetlands according to the USFWS National Wetlands Inventory (USFWS 2024). Notable wetlands include the Water Resources Education Center Wetlands along the Columbia River, the restored wetlands in the Burnt Bridge Creek Greenway, and those surrounding Vancouver Lake, as shown in Figure 39.

Figure 39. Water Resources



Source: Design Workshop 2024

Potential Impacts

This section discusses the potential impacts of the alternatives related to the following water-related metrics:

- Potential for increased runoff to surface water bodies and wetland areas
- Potential for increased impacts to groundwater hydrology
- Potential for flooding in areas identified for new growth and development

Impacts Common to All Alternatives

The following sections outline impacts that are expected to occur under all the alternatives. Impacts specific to each alternative are discussed in the next subsections.

Potential for Increased Runoff to Surface Water Bodies and Wetland Areas

All alternatives would lead to new construction or redevelopment, which would increase the amount of new impervious surfaces, including rooftops, driveways, sidewalks, parking lots, and compacted soils. Impervious surfaces in urban areas reduce natural infiltration of water into soils and increase surface water runoff, which can change the way that water and pollutants travel to urban streams and lead to increased erosion (EPA 2024a). Incremental development over time could also result in direct, indirect, and cumulative impacts to wetland hydrology, degradation during construction, and temporary or permanent loss of wetland habitat.

New development under all alternatives would be subject to current and future proposed regulations that may require improvements to stormwater management or critical area restoration as new development occurs. These requirements could have cumulative benefits for water resources, especially in areas of the City where stormwater management and other water resources protections do not meet current standards.

Potential for Increased Impacts to Groundwater Hydrology

Under all alternatives, increased impervious surface area and soil compaction could decrease opportunities for infiltration and groundwater recharge, affect natural drainage patterns, and prevent precipitation from recharging groundwater aquifers.

Groundwater could be impacted during standard construction activities, such as excavation, grading, and placement of foundations. Contaminated soil and/or groundwater could be encountered during excavation when properties are redeveloped under any of the alternatives. Some land uses are known to have a higher risk of groundwater contamination than other land uses, such as automotive facilities, dry cleaning facilities, municipal landfills, and some industrial or agricultural uses.

Potential for Flooding in Areas Identified for New Growth and Development

None of the alternatives would directly encourage new development in areas identified as frequently flooded areas. However, increases in the amount of impervious surfaces, as discussed in the previous sections, and more extreme weather events related to climate change could lead to increased flooding in the future under all alternatives.

No Action Alternative

In general, there would be minimal additional impacts under the No Action Alternative aside from those described in the Impacts Common to All Alternatives section. The No Action Alternative would be consistent with City regulations and would apply the updated CAO provisions for water resources.

Because the No Action Alternative would have less capacity for new housing and jobs, it may result in lower levels of new construction and/or redevelopment and associated increases in impervious surfaces, compared to Alternatives 1 and 2. However, the No Action Alternative would encourage continuation of a less dense, more dispersed style of urban development. In the longer term, this type of development pattern could potentially increase pressure to develop more individual sites, which could result in increased impervious surfaces.

Alternative 1

In general, there would be minimal additional impacts under Alternative 1 aside from those described in the Impacts Common to All Alternatives section. Alternative 1 would be consistent with City regulations and would be subject to the updated CAO provisions for water resources.

Alternative 1 would allow for more dense development and would have greater capacity for new housing units and jobs, which would likely result in higher levels of new construction and/or redevelopment and the associated increases in impervious surfaces that affect runoff and water resources, compared to the No Action Alternative. However, this development would be more concentrated in higher-density zoning districts, which could result in lower levels of impervious surfaces throughout the city than the No Action Alternative.

Alternative 2

In general, there would be minimal additional impacts under Alternative 2 aside from those described in the Impacts Common to All Alternatives section. Alternative 2 would be consistent with City regulations and would be subject to the updated CAO provisions for water resources.

Alternative 2 would have similar impacts to Alternative 1 related to water resources. However, because Alternative 2 would have options for more density and larger-scale buildings in more areas of the city, it would have greater potential than Alternative 1 and the No Action Alternative to increase impervious surface areas, which could affect runoff to water resources. However, like Alternative 1, this development would be more concentrated in higher-density zoning districts, which could result in lower overall impervious surface areas throughout the city than the No Action Alternative.

Avoidance, Minimization, and Mitigation Measures

Regardless of alternative, all future development projects will be required to adhere to local, state, and federal policies and regulations that protect surface water and groundwater resources, as well as protect public health and safety from flood hazards.

Development in frequently flooded areas and floodplains, such as those located along the Columbia River and in West Vancouver, will remain subject to VMC 20.40.120.

New development will also be required to comply with the City's Water Resources Protection Ordinance (VMC 14.26). This ordinance is currently being updated to address provisions of the Critical Aquifer Recharge Area regulations.

All development projects will be required to provide stormwater capture and conveyance on site in accordance with VMC 14.25 and 14.26.

New development will also be subject to the wetland regulations under VMC 20.740.140, including revised wetland buffer width requirements. With the December 2024 updates to VMC 20.740.140, about 4% more of the City's land area would be regulated as wetlands and subject to additional protections under all alternatives, which would benefit these water resources.

In addition, implementation of the following policy measures currently under consideration for the Comprehensive Plan Update would also help to avoid, minimize, and mitigate potential impacts to water resources identified for the action alternatives:

- Improve local water quality and reduce flood risk by reducing stormwater runoff, promoting natural infiltration to groundwater, and restoring riparian areas.
- Provide safe, clean, quality drinking water to every Vancouver home, business, and industry. Discourage development and use of private drinking water wells. Provide water pressures and volumes necessary to support fire suppression hydrants and sprinkler systems. Ensure that the infrastructure to support water service is in place prior to or at the time of development. Support water conservation recycle systems where practicable.

- Prioritize integrating green infrastructure into new development, redevelopment, replacement of existing infrastructure, and development of public spaces within the City to improve stormwater quality.
- 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.
- Support restoration and enhancement of Critical Areas by private landowners, or through City/nonprofit acquisition and other initiatives.

The proposed updates to zoning and development regulations would also help to avoid, minimize and mitigate impacts to water through elements such as minimum open space requirements and maximum impervious area requirements based on building types.

Significant Unavoidable Adverse Impacts

All of the alternatives have the potential to create impacts to water resources as a result of expected population growth and development. The anticipated changes would occur incrementally, and with the implementation of avoidance, minimization, and mitigation measures, no significant unavoidable adverse impacts to water resources are anticipated for any of the alternatives.

Plants and Animals

Methodology

Analysts reviewed relevant information and policies to describe existing citywide conditions for plants, fish, and other wildlife, including the following sources:

- City of Vancouver Urban Forestry Management Plan (City of Vancouver 2023e)
- Clark County Maps Online Geographic information system Mapping Tool
- Endangered Species Act
- Our Vancouver Health Impact Assessment (BERK 2025)
- USFWS Information for Planning and Consultation mapping tool (USFWS 2024)
- VMC 12.04, Street Trees
- VMC 20.740.100, Habitats of Local Importance
- VMC 20.740.110, Fish and Wildlife Habitat Conservation Areas
- VMC 20.740.140, Wetlands
- VMC 20.770, Tree, Vegetation, and Soil Conservation
- Washington Department of Fish and Wildlife (WDFW) Priority Habitat and Species List (WDFW 2024)

- WDFW Anadromous and Resident Salmonid Distribution Maps in the Salmon and Steelhead Habitat Inventory Assessment Program

Analysts then reviewed the alternatives to determine potential adverse impacts and associated mitigation measures using the following metrics:

- Potential impacts to fish, wildlife, or plant populations and habitat
- Potential impacts to tree canopy and vegetation

Affected Environment

Wildlife Habitat and Priority Species

The City identifies Fish and Wildlife Habitat Conservation Areas (VMC 20.740.110) as:

- Habitat used by any life stage of state or federally designated endangered, threatened, and sensitive fish or wildlife species
- Priority habitats and areas associated with priority species
- Water bodies including lakes, streams, rivers, and naturally occurring ponds
- Habitats of Local Importance, which are not designated as Priority Habitats and Species by the state but are designated as locally significant by the City
- Riparian Management Areas and Riparian Buffers, which are regulated areas that include the land from the ordinary high-water mark to a specified distance as measured horizontally in each direction. The Riparian Management Area is adjacent to a lake, stream or river, and the Riparian Buffer is adjacent to the Riparian Management Area.

WDFW identifies priority habitats and species to ensure protection and management. Priority habitats in Vancouver include biodiversity areas and corridors, riparian areas, freshwater wetlands, caves or cave-rich areas, and Oregon white oak woodlands (WDFW 2024).

According to the WDFW's priority habitat and species mapping tool, priority species that may occur within the City include (WDFW 2024):

- Coho salmon (*Oncorhynchus kisutch*)
- Winter steelhead (*Oncorhynchus mykiss*)
- Bull trout (*Salvelinus confluentus*)
- Green sturgeon (*Acipenser medirostris*)
- Spring Chinook (*Oncorhynchus tshawytscha*)
- Fall chum (*Oncorhynchus keta*)
- Great blue heron (*Ardea herodias*)
- Bald eagle (*Haliaeetus leucocephalus*)
- Vaux's swift (*Chaetura vauxi*)
- Waterfowl concentrations

The USFWS Information for Planning and Consultation system identifies the following Endangered Species Act-listed species that may occur within the City (USFWS 2024):

- Columbian white-tailed deer (*Odocoileus virginianus leucurus*)
- Northern spotted owl (*Strix occidentalis caurina*)
- Yellow-billed cuckoo (*Coccyzus americanus*)
- Northwestern pond turtle (*Actinemys marmorata*)
- Bull trout (*Salvelinus confluentus*)
- Monarch butterfly (*Danaus Plexippus*)

Approximately 14% of the city is considered riparian habitat, priority habitat area, or priority species area based upon existing county, state and federal data (Design Workshop 2024). Priority habitat areas are located primarily in the center of the city along Burnt Bridge Creek as well as on the far east side of the city adjacent to Camas. Most of the priority species areas are located along the west side of the city.

Riparian habitat areas are situated adjacent to aquatic habitat and are transitional areas that contain elements of both aquatic and upland ecosystems, which mutually influence each other. Riparian habitat areas are located along Burnt Bridge Creek and the Columbia River. Freshwater wetland areas are mapped throughout the city. Biodiversity areas and corridors are areas of habitat that are relatively important to various species of native fish and wildlife. A biodiversity area and corridor is mapped within the city associated with Burnt Bridge Creek, as shown in Figure 40.

The City also has provisions in its code for identifying habitats of local importance (VMC 20.740.100), which are critical areas for fish and wildlife habitat that are not designated as priority habitats and species by the state but are designated as locally significant. These are determined by a need for protection due to existing high diversity of fish or wildlife species, declining populations, habitat scarcity, areas sensitive to disturbance from human activity or development, or other unique local habitat functions. Designated areas also need to be sufficient in size to support the species or habitat functions, and this designation will not compromise the ability of the City to achieve Comprehensive Plan goals. A habitat of local importance must also have a proposed management strategy that describes how the functions of the habitat will be protected after designation. The City has not designated any habitats of local importance.

Aquatic Resources

As discussed further in the Water section and shown on Figure 39, major aquatic resources in and near Vancouver include Burnt Bridge Creek, the Columbia River, and Vancouver Lake, as well as smaller rivers, streams, and wetlands. There are approximately 2,467 acres of

wetland areas and 2,524 acres of water, which includes rivers, streams, and lakes, within the city (Design Workshop 2024).

Portions of the city that have prevalent wetland areas are along the banks of the Columbia River, Vancouver Lake, Burnt Bridge Creek, Fisher Creek, and Love Creek; areas between Vancouver Lake and the Columbia River; Curtin Springs Wildlife Habitat; Vancouver Lake Park; Centerpointe Park; areas west of Northeast Padden Parkway and Northeast Andresen Road; areas in the Port of Vancouver; and other mapped areas (Clark County n.d.).

Figure 40. Biodiversity Areas and Corridors



Source: Clark County n.d.

Fish or Wildlife Migration Routes

The city is an important stop for birds traveling along the Pacific Flyway and fish traveling along the larger Lower Columbia region fish migration route (WDFW 2024).

The Pacific Flyway is the major north–south route for migratory birds that extends from Patagonia to Alaska, and migratory birds may use a variety of habitats within the City for resting, feeding, and breeding.

In general, due to the number of species that rely on the Columbia River as a migratory corridor, and the variety of life history strategies among these species, both adult and juvenile salmonids are likely to be present in portions of the Columbia River and other rivers and streams within or near the city year–round.

Tree Canopy

Trees offer structural diversity that provides habitat for a wide range of species; areas in the city with extensive tree canopy cover are likely to support comparatively diverse plant and animal communities. Vancouver’s 6,000 acres of tree canopy is composed primarily of Douglas fir (*Pseudotsuga menziesii*), western red cedar (*Thuja plicata*), western hemlock (*Tsuga heterophylla*), bigleaf maple (*Acer macrophyllum*), and red alder (*Alnus rubra*) (City of Vancouver 2021a).

With continuously updated data on tree canopy cover and impervious surfaces, the City can make informed decisions about tree planting and preservation, stormwater management, land use and the benefits trees provide. The city has continuously been recognized as a Tree City USA by the National Arbor Day Foundation, in partnership with the U.S. Forest Service and Washington State Department of Natural Resources Urban and Community Forestry Program. This recognition reflects Vancouver’s commitment to effective management and care for its urban tree canopy (Vancouver’s Downtown Association n.d.).

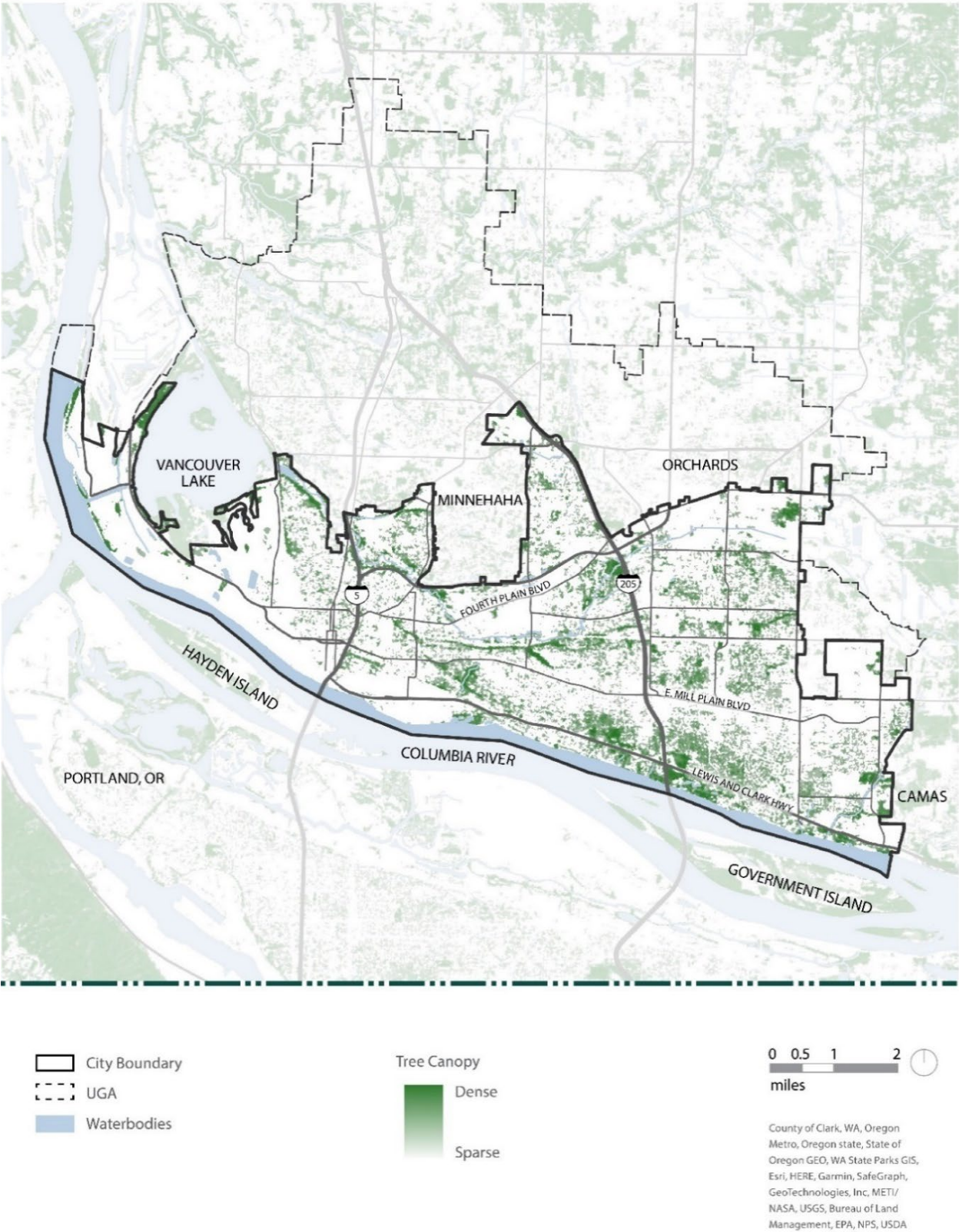
The 2011 Comprehensive Plan established a goal of 28% tree canopy cover by the year 2030 (City of Vancouver 2021a). As of October 2023, the City reported 20% tree canopy cover, representing a small increase from 2010 (City of Vancouver 2023e).

Tree canopy ranges from 40% in the Dubois Park neighborhood to 9% in the Esther Short neighborhood (City of Vancouver 2023e). As shown in Figure 41, the densest tree canopy is concentrated in the southeast near the banks of the Columbia River. There are substantial gaps in tree canopy moving west along the river. Tree canopy is more prevalent between the center and the east of the city. Dense tree canopy is concentrated along SR 14 and Burnt Bridge Creek. Tree canopy is sparser in residential and industrialized neighborhoods.

The Urban Forestry Management Plan, published in October 2023, outlines a long–term framework to preserve Vancouver’s urban forest, achieve tree canopy coverage goals and address environmental injustice (City of Vancouver 2023e). In addition, the City’s December

2024 CAO update outlines new requirements for protection of priority Oregon white oak habitat and associated mitigation measures for development.

Figure 41. Tree Canopy Concentration



Source: Design Workshop 2024

Potential Impacts

This section discusses the potential impacts of the alternatives related to the following plants and animals metrics:

- Potential impacts to fish, wildlife, or plant populations and habitat
- Potential impacts to tree canopy and vegetation

Impacts Common to All Alternatives

The following sections outline impacts that are expected to occur under all the alternatives. Impacts specific to each alternative are discussed in the next subsections.

Potential Impacts to Fish, Wildlife, or Plant Populations and Habitat

All alternatives would permit development that could impact plants and animals directly, indirectly, or cumulatively. Over time, loss of wildlife habitat and/or fragmentation could occur under all alternatives because of cumulative increases in impervious surface areas and removal of native vegetation, although many areas that would experience redevelopment are already fully or partially developed today. The extent of impacts to plants and animals would depend on the location and intensity of development, and the existing size of habitat and connectivity across the landscape.

Future site-specific development projects under all alternatives could result in adverse impacts on vegetation and wildlife habitat, threatened and endangered species, and aquatic resources and wetlands. However, those projects will be subject to existing federal, state, and local regulations that protect plant and animal habitat, threatened and endangered species, and aquatic resources and wetlands, as discussed in the Avoidance, Minimization, and Mitigation Measures section.

Potential Impacts to Tree Canopy and Vegetation

Under all alternatives, future development activities would require removal of vegetation to varying extents. Loss of vegetation would result in direct, indirect and cumulative impacts to plant and animal species through changes in habitat. These changes would be incremental over time as development occurs.

Overall tree canopy coverage within the city has the potential to decrease to some extent under all alternatives because of tree removal associated with new development. All alternatives would maintain the same amount of existing land designated as Parks/Open Space, which would preserve the tree canopy and prevent vegetation loss in those areas.

All of the alternatives would provide the majority of their capacity for new housing units in areas with low existing tree canopy cover, defined as census tracts with less tree canopy than the current city average, as shown in Table 38.

Table 38. Estimated Capacity for New Housing Units in Areas with Low Existing Tree Canopy Cover

Metric	No Action	Alternative 1	Alternative 2
Projected Capacity for New Housing Units in Areas with Low Existing Tree Canopy	16,800 ^a	27,800	31,000
Percent of Total Projected Capacity for New Housing Units	57% ^a	62%	61%

Source: BERK 2025

Note:
a The No Action is based on capacity only and does not account for feasibility of redevelopment, whereas Alternatives 1 and 2 include assumptions related to market feasibility and redevelopment.

No Action Alternative

In general, there would be minimal additional impacts under the No Action Alternative aside from those described in the Impacts Common to All Alternatives section. The No Action Alternative would be consistent with City regulations and would apply the updated CAO provisions related to plants and animals.

Because the No Action Alternative would have less capacity for new housing and jobs, it may result in lower levels of new construction and/or redevelopment and associated direct, indirect, and cumulative impacts to habitat areas compared to Alternatives 1 and 2.

Alternative 1

In general, there would be minimal additional impacts under Alternative 1 aside from those described in the Impacts Common to All Alternatives section. Alternative 1 would be consistent with City regulations and would apply the updated CAO provisions related to plants and animals.

Alternative 1 would allow for more dense development and would have greater capacity for new housing units and jobs, which would likely result in higher levels of new construction and/or redevelopment and associated vegetation removal, compared to the No Action Alternative. However, this development would be more concentrated in higher-density zoning districts, which could help to reduce the need for vegetation removal throughout the

city compared to the No Action Alternative and have potentially greater direct, indirect, and cumulative benefits for plants and animals. Because Alternative 1 would accommodate more new development and/or redevelopment than the No Action Alternative, more projects would be subject to the new additional regulations for wetland buffers, riparian areas, and preservation of priority habitats in the December 2024 CAO update, which could result in greater benefits for plants and animals.

Alternative 2

In general, there would be minimal additional impacts under Alternative 2 aside from those described in the Impacts Common to All Alternatives section. Alternative 2 would be consistent with City regulations and would apply the updated CAO provisions for water resources.

Alternative 2 would have similar impacts to Alternative 1 related to plants and animals. However, because Alternative 2 would have options for more density and larger-scale buildings in more areas of the city, it would have greater potential than Alternative 1 and the No Action Alternative to increase impervious surface areas and remove vegetation, affecting habitat. This increased growth in more areas, particularly in Central and East Vancouver, could place more development near Fish and Wildlife Habitat Conservation Areas, including state priority species and habitats. Denser development patterns, including Medium-Scale and Mixed-Use Neighborhoods, would be allowed near Burnt Bridge Creek and its Biodiversity Area in West and Central Vancouver under Alternative 2 compared to Alternative 1 and the No Action Alternative.

However, those projects will be subject to existing regulations that protect plant and animal habitat, threatened and endangered species, and aquatic resources and wetlands. Because Alternative 2 would accommodate the greatest amount of new development and/or redevelopment, more projects would be subject to the additional regulations for wetland buffers, riparian areas, and preservation of priority habitats in the December 2024 CAO update, which could result in the greatest direct, indirect, and cumulative benefits for plants and animals.

Avoidance, Minimization, and Mitigation Measures

Regardless of alternative, all future development projects will be required to comply with city, state, and federal requirements for protecting plants, animals, and their resources and resulting in no net loss of functions and values in critical areas. These existing regulations include the Endangered Species Act, Clean Water Act and Stormwater Regulations, state regulations protecting Waters of the State, the Shoreline Management Act, the Shoreline

Master Program, the City's CAO (VMC 20.740), the City's tree ordinance (VMC 12.04), and stormwater regulations (VMC 14.25 and 14.26).

The City's development review process will ensure compliance with the City's CAO, VMC 20.740, which requires any development, redevelopment, or use of a property to protect ecologically sensitive areas and their functions and values, while also allowing for reasonable use of property. VMC 20.740.110 focuses on protecting Fish and Wildlife Habitat Conservation Areas by designating key habitats such as riparian areas, priority Oregon white oak habitats, and aquatic environments. VMC 20.740.140 includes buffer requirements from wetlands, which often provide critical wildlife habitats and water quality benefits that impact the ecosystem as a whole.

The City's December 2024 CAO update provides additional protections for plant and animal habitat. In addition to the additional wetland protections discussed in the Water section, there would be increased widths for riparian areas, resulting in about 1% more land (303 acres) regulated as riparian areas as compared to the previous CAO. Overall, the December 2024 CAO update decreases the amount of land available for development through these expanded buffers.

In addition, implementation of the City's Urban Forestry Management Plan will help to enhance the level of tree canopy cover citywide, which can help to reduce stormwater and flooding damage, improve air quality, provide habitat, and improve health outcomes (City of Vancouver 2023e). Continued updates to this plan under all of the alternatives will help to identify areas of the city that have fewer trees than others and develop strategies to help increase the tree canopy in these areas.

Implementation of the following policy measures currently under consideration for the Comprehensive Plan Update would also help to avoid, minimize, and mitigate potential impacts to plants and animals identified for the action alternatives:

- Meet tree canopy coverage goal of 28%, using the City's Equity Index to target investment in underserved neighborhoods lacking coverage.
- Take inventory of and protect fish and wildlife habitat needs for species under stress from climate change.
- 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.
- Support a healthy urban ecosystem by embedding pollinator habitat into public and private development, prioritizing pesticide-free landscaping, enhancing biodiversity, and connecting natural spaces across the city through pollinator-friendly plantings.

- Incorporate native plantings, food forests, and agroforestry into parks and public spaces to support food security, ecological health, and cultural knowledge sharing.
- Create an expansive network of linear parks that encourage active transportation, improve community health and wellbeing, enhance tree canopy and stormwater management, and link parks and open space with housing.

The proposed updates to zoning and development regulations would also help to avoid, minimize and mitigate impacts to plants and animals through elements such as minimum open space requirements and maximum impervious area requirements based on building types. The City is also developing code incentives to support maintaining larger trees and planting more trees than required as part of new developments.

Significant Unavoidable Adverse Impacts

All of the alternatives have the potential to create impacts to earth resources as a result of expected population growth and development. The anticipated changes would occur incrementally, and with the implementation of avoidance, minimization, and mitigation measures, no significant unavoidable adverse impacts to plants and animals are anticipated for any of the alternatives.

Chapter 5: Potential Cumulative Effects

SEPA requires a non-project EIS to include analysis of cumulative effects, which are the impacts of a proposed action – in this case, the Comprehensive Plan Update and associated zoning code amendments – in combination with other past, present, and reasonably foreseeable future actions within a given geographic area.

The proposed Comprehensive Plan Update would lead to future site-specific residential, commercial, industrial, and mixed-use development projects throughout the City with the potential for cumulative environmental impacts over time. Because the exact nature and timing of these future projects is currently unknown, specific cumulative impacts cannot be fully anticipated.

Cumulative effects are discussed where feasible in the Potential Impacts subsections of the built and natural environmental topics in Chapters 3 and 4. The regional transportation model outputs used for the transportation, noise, and air quality analyses discussed in Chapters 3 and 4 consider assumptions about future population and employment growth, expected changes in land use, and reasonably foreseeable future transportation projects. Therefore, these effects analysis inherently account for cumulative effects resulting from the Comprehensive Plan Update.

In general, it is anticipated that projects resulting from the Comprehensive Plan Update and revised zoning and development regulations would result in cumulative impacts over time, including higher levels of traffic volumes, noise, light, glare, impervious surfaces, and demand for various public services and utilities. Alternatives 1 and 2 would have the greatest potential for these types of cumulative impacts compared to the No Action Alternative because they would accommodate the highest capacities for new housing and jobs and would likely generate more construction and development projects in more areas of the City.

However, Alternatives 1 and 2 would also have greater potential for cumulative benefits over time compared to the No Action Alternative. Both alternatives would promote a trend of denser, more compact, mixed-use development in more areas of the city, which may lead to less pressure to develop historic and archaeologically sensitive areas and/or environmentally sensitive areas, such as geologic hazard areas and wetland and stream buffers. In addition, by accommodating the greatest amount of new development and/or redevelopment, more individual projects under Alternatives 1 and 2 would be subject to the City's updated critical areas regulations, which are designed to enhance environmental quality, prevent natural hazards, and ensure no net loss of critical area functions. Therefore, Alternatives 1 and 2 could result in fewer cumulative impacts on historic and cultural preservation, earth, water, and plants and animals than the No Action Alternative. Existing regulations, including the

recent CAO updates, would help to avoid, minimize and mitigate cumulative impacts under all alternatives but may not eliminate these impacts entirely. Future projects and developments would be required to conduct separate, project-specific environmental analyses and review, as appropriate (unless otherwise exempt or covered through planned action SEPA ordinances). Mitigation measures would be identified for these future projects as applicable to decrease the potential for cumulative impacts.

Chapter 6: References

Alta Planning + Design Inc (Alta). 2024. Active Trip Potential Technical Memo.

American Lung Association. 2025. State of the Air Report Card: Clark County.
<https://www.lung.org/research/sota/city-rankings/states/washington/clark>.

BERK Consulting (BERK). 2025. Our Vancouver Health Impact Assessment: Staff Review Draft.

Center for Disease Control and Prevention/Agency for Toxic Substances and Disease Registry (CDC/ATSDR). 2022. Social Vulnerability Index.
<https://www.atsdr.cdc.gov/placeandhealth/svi/index.html>.

City of Vancouver. No date (a). Vancouver Watersheds.
<https://www.cityofvancouver.us/government/departments/public-works/water-sewer-and-stormwater/stormwater-surface-water-groundwater-utility/vancouver-watersheds/>.

City of Vancouver. No date (b). Drinking Water Source.
<https://www.cityofvancouver.us/government/departments/public-works/drinking-water/drinking-water-source/#:~:text=100%25%20Groundwater&text=The%20Sand%2Dand%2DGravel%20Aquifer,as%20required%20by%20state%20law>

City of Vancouver. 2015. City of Vancouver Comprehensive Water System Plan.
https://www.cityofvancouver.us/wp-content/uploads/2023/08/final_cwsp_chapters.pdf

City of Vancouver. 2021a. Comprehensive Plan, 2011–2030.
https://www.cityofvancouver.us/wp-content/uploads/2023/09/Comprehensive_Plan_2011-2030_AUG_2021_Update.pdf.

City of Vancouver. 2021b. Shoreline Master Program. https://www.cityofvancouver.us/wp-content/uploads/2023/05/city_of_vancouver_shoreline_master_program_effective_june_2021.pdf.

City of Vancouver. 2022a. Parks, Recreation, and Cultural Services Comprehensive Plan.
<https://www.cityofvancouver.us/wp-content/uploads/2023/09/2022-2031-VPRCS-Comp-Plan-Final-Draft-Document-web-res.pdf>.

City of Vancouver. 2022b. Climate Action Framework. https://www.cityofvancouver.us/wp-content/uploads/2023/08/vancouvercaf_final_121422.pdf.

City of Vancouver. 2023a. Social Vulnerability Index. https://www.cityofvancouver.us/wp-content/uploads/2023/05/rv_appendix_b_-_vulnerability_assessment.pdf

City of Vancouver. 2023b. Goals Framework.
<https://www.beheardvancouver.org/18583/widgets/69735/documents/50370>

City of Vancouver. 2023c. Equity Framework.
<https://www.beheardvancouver.org/18583/widgets/69735/documents/50369>.

City of Vancouver. 2023d. Stormwater Action Management Plan.
<https://www.cityofvancouver.us/wp-content/uploads/2023/11/Stormwater-Management-Action-Plan-Mar-2023.pdf>.

City of Vancouver. 2023e. Urban Forestry Management Plan.
https://www.cityofvancouver.us/wp-content/uploads/2023/10/COV_UFMP_Aug2023.pdf.

City of Vancouver. 2024a. Transportation System Plan.
<https://www.cityofvancouver.us/business/planning-development-and-zoning/transportation-planning/transportation-system-plan/>

City of Vancouver. 2024b. Parks by Type and Service Area.
https://services.arcgis.com/oNvpY90qsPDizwkN/arcgis/rest/services/CoV_Parks_By_Type_and_Service_Area/FeatureServer

City of Vancouver. 2024c. City of Vancouver 2025-2030 Capital Improvement Program for Water, Wastewater, SCIP, Surface Water. <https://www.cityofvancouver.us/wp-content/uploads/2024/11/2025-2030-CIP-Final.pdf>

City of Vancouver. 2024d. City of Vancouver 2023 Inventory of Community and Government Operations Greenhouse Gas Emissions. https://www.cityofvancouver.us/wp-content/uploads/2024/09/Attachment-A-2023-GHG-Inventory_VancouverWA_Community-and-Government.pdf

City of Vancouver. 2024e. Critical Areas Ordinance Update.
<https://www.beheardvancouver.org/criticalareas>

City of Vancouver. 2025a. Draft 2026–2031 Transportation Improvement Program, June 2025. <https://www.cityofvancouver.us/wp-content/uploads/2024/12/2026-2031-3rd-TIP-draft.pdf>.

City of Vancouver. 2025b. March 2025 correspondence with Parks staff regarding surplus and deficit calculations.

City of Vancouver and AMR. 2023. 2022 Annual Report. https://www.cityofvancouver.us/wp-content/uploads/2023/09/AMR_AnnualReport_2022.pdf

Clark County. No date. Open GIS Data Portal. <https://hub-clarkcountywa.opendata.arcgis.com/pages/digital-gis-data-download>.

Clark County. 2023. Vacant and Buildable Lands Model. <https://gma-clarkcountywa.hub.arcgis.com/pages/vblm>.

Clark County. 2024a. Vancouver National Historic Reserve. <https://clark.wa.gov/community-planning/vancouver-national-historic-reserve>.

Clark County. 2024b. Hough Neighborhood Historic District. <https://clark.wa.gov/community-planning/hough-neighborhood-historic-district>.

Clark County. 2025. Comprehensive Solid Waste Management Plan for Years 2025–2030. https://clark.wa.gov/sites/default/files/media/document/2025-06/cswmp_pending-adoption_web.pdf.

Clark County Public Health. No date. Radon: Frequently Asked Questions. https://clark.wa.gov/sites/default/files/dept/files/public-health/EPH_Misc/RadonFactSheet.pdf.

Clark Public Utilities (CPU). 2022. Annual Report. <https://www.clarkpublicutilities.com/wp-content/uploads/2023/09/ClrkPubUtls-AR-22-Rev-9.7.23.pdf>.

Clark Public Utilities (CPU). 2024. Integrated Resource Plan. <https://www.clarkpublicutilities.com/about-cpu/public-documents/integrated-resource-plan/>. CoStar. 2023. Commercial Real Estate Database.

C-TRAN. 2021. C-TRAN 2021–2026 Transit Development Plan. <https://www.wsdot.wa.gov/publications/manuals/fulltext/M3079/tdps/C-TRAN.pdf>

Design Workshop. 2024. Community Atlas: Existing Conditions Review.

ECONorthwest. 2024a. Our Vancouver Economic Conditions and Opportunities Assessment. <https://www.beheardvancouver.org/18583/widgets/69735/documents/57497>

ECONorthwest. 2024b. Our Vancouver Housing Needs Assessment. <https://www.beheardvancouver.org/18583/widgets/69735/documents/57498>

Evergreen Public Schools (EPS). No date. Quick information. <https://www.evergreenps.org/quick-information>

Evergreen Public Schools (EPS). 2019. Capital Facilities Plan. <https://clark.wa.gov/sites/default/files/dept/files/community-planning/AR-Dockets/2019/2019-2025%20CFP.pdf>

Evergreen Public Schools (EPS). 2025. Information provided electronically to City of Vancouver about planned Capital Facilities Plan updates in February 2025 email and Draft EIS review comments.

National Center for Healthy Housing. 2025. Radon. <https://nchh.org/information-and-evidence/learn-about-healthy-housing/health-hazards-prevention-and-solutions/radon/>

NW Natural. 2024. FAQs. <https://www.nwnatural.com/about-us/the-company/newsroom>.

Radiance Light Trends. 2024. Light Pollution Map. <https://lighttrends.lightpollutionmap.info/>.

Redfin. 2023. Vancouver, WA Housing Market.

Seva Workshop. 2024. Our Vancouver Equity Analysis. <https://www.beheardvancouver.org/18583/widgets/69735/documents/55646>.

Southwest Washington Regional Transportation Council (RTC). 2024. Clark County Regional Transportation Plan. <https://www.rtc.wa.gov/reports/rtp/Rtp2024Clark.pdf>

Southwest Washington Regional Transportation Council (RTC). 2025. Regional travel demand model output data received from RTC via email on April 30, 2025.

Thread Community Planning. 2020. Reside Vancouver. https://www.cityofvancouver.us/wp-content/uploads/2023/05/final_reside_vancouver_compress.pdf

United States Census Bureau (Census). 2023a. American Community Survey 1-Year and 5-Year Data Tables. <https://data.census.gov/>

United States Census Bureau (Census). 2023b. Longitudinal Employer–Household Dynamics Quarterly Workforce Indicators. <https://qwiexplorer.ces.census.gov/>

United States Department of Agriculture Natural Resource Conservation Service (USDA NRCS). 2001. Revised Universal Soil Loss Equation Version 2. 2001. https://www.nrcs.usda.gov/sites/default/files/2022-10/RUSLE2%20Handbook_0.pdf.

United States Department of Housing and Urban Development (HUD). 1977. Noise Abatement and Control Policy. Office of Noise Abatement and Control.

United States Environmental Protection Agency (EPA). No date (a). Overview of the Drinking Water Sole Source Aquifer Program. https://www.epa.gov/dwssa/overview-drinking-water-sole-source-aquifer-program#What_Is_SSA.

United States Environmental Protection Agency (EPA). No date (b). Wetland Functions and Values. <https://www.epa.gov/sites/default/files/2016-02/documents/wetlandfunctionsvalues.pdf>.

United States Environmental Protection Agency (EPA). 2024a. Urbanization – Stormwater Runoff. <https://www.epa.gov/caddis/urbanization-stormwater-runoff>

United States Environmental Protection Agency (EPA). 2024b. Monitor Values Report. <https://www.epa.gov/outdoor-air-quality-data/monitor-values-report>.

United States Fish and Wildlife Service (USFWS). 2024. Information for Planning and Consultation (IPaC) database. <https://ipac.ecosphere.fws.gov/>.

United States Geological Survey (USGS). 2024. Landslide Inventory. <https://usgs.maps.arcgis.com/apps/webappviewer/index.html?id=ae120962f459434b8c904b456c82669d>

United States Global Change Research Program. 2023. Fifth National Climate Assessment, Chapter 27: Northwest. <https://nca2023.globalchange.gov/chapter/27/>.

United States Department of Transportation (USDOT). 2020. National Transportation Noise Map. <https://maps.dot.gov/BTS/NationalTransportationNoiseMap/>

Vancouver Fire Department (VFD). 2024. Annual Report. https://www.cityofvancouver.us/wp-content/uploads/2024/06/VFD_AnnualReport_2023FINAL.pdf.

Vancouver Police Department (VPD). 2025. Email correspondence and preliminary draft review comments from Deputy Chief Erica Nilsen in February 2025.

Vancouver Public Schools (VPS). No date. Fast Facts. <https://vansd.org/fast-facts/>.

Vancouver Public Schools (VPS). 2022. Capital Facilities Plan.
<https://www.cityofvancouver.us/wp-content/uploads/2023/10/22-10-11-PC-Updated-Vancouver-Battle-Ground-and-Camas-School-District-Capital-Facilities-Plans.pdf>

Vancouver's Downtown Association. No date. Downtown Vancouver Tree Planting.
<https://vdausa.org/vda-programs/tree-planting/>.

Washington Department of Fish and Wildlife (WDFW). 2024. Priority Habitats and Species (PHS) database. <https://wdfw.wa.gov/species-habitats/at-risk/phs>.

Washington State Department of Commerce (Commerce). No date. Draft Displacement Risk Map.
https://experience.arcgis.com/experience/d26f4383cab341cb45f39ddfc666b74/?data_id=83713d4b3ea34743bed49d3d61be4fb3-187dd75e9f2-layer-27-187dcfb6357-layer-4%3A499

Washington Department of Ecology (Ecology). 2022. Washington State Greenhouse Gas Emissions Inventory: 1990–2019.
<https://apps.ecology.wa.gov/publications/documents/2202054.pdf>.

Washington State Department of Ecology (Ecology). 2024. Water Quality Atlas.
<https://apps.ecology.wa.gov/waterqualityatlas/wqa/map?CustomMap=y&BBox=-14338616,5395963,-12562831,6503994&RT=0&Layers=27&Filters=y,n,n,n,n>.

Washington Department of Ecology (Ecology). 2025. Improving air quality in overburdened communities. Retrieved from <https://ecology.wa.gov/air-climate/climate-commitment-act/overburdened-communities>

Washington State Department of Health (DOH). No date. Radon.
<https://doh.wa.gov/community-and-environment/contaminants/radon>.

Washington State Department of Health (DOH). 2022. Washington State Environmental Health Disparities Map. Retrieved from <https://fortress.wa.gov/doh/wtnibl/WTNIBL/>

Washington State Department of Natural Resources (WDNR). 2014. Division of Geology and Earth Resources. Faults and Earthquakes in Washington State.

https://www.dnr.wa.gov/publications/ger_ofr2014-05_fault_earthquake_map.pdf.

Washington State Department of Natural Resources (WDNR). 2023. Washington Geologic Information Portal. [https://geologyportal.dnr.wa.gov/2d-view#wigm?-13919490,-13332454,5620217,5901200?Volcanoes,Volcanic_Hazards,Simplified_Volcanic_Hazards_\(USGS\)](https://geologyportal.dnr.wa.gov/2d-view#wigm?-13919490,-13332454,5620217,5901200?Volcanoes,Volcanic_Hazards,Simplified_Volcanic_Hazards_(USGS)).

Washington Tracking Network. 2020. Radon Test Levels – Test Results.

<https://fortress.wa.gov/doh/wtn/WTNPortal/home/#!q0=868>.

Appendix A: Scoping Information

OUR VANCOUVER Comprehensive Plan Update

Washington State Environmental Policy Act Determination of Significance and Request for Comments on Scope of Environmental Impact Statement

The City of Vancouver invites you to comment on the environmental topics that will be analyzed as part of its Comprehensive Plan update.

Date of Issuance: July 12, 2024

Deadline for Comments: August 12, 2024 (no later than 11:59 p.m. Pacific time)

Lead Agency: City of Vancouver

Description of Proposal: City of Vancouver Comprehensive Plan Update

The City of Vancouver is updating its Comprehensive Plan, which will establish a vision that guides the City's growth and development for the next 20 years, from 2025 to 2045. Since the plan was last updated in 2011, Vancouver has experienced substantial growth, as well as demographic, economic and social changes.

To meet the requirements of the Washington State Growth Management Act, the City is currently conducting a full rewrite of the existing Comprehensive Plan. As part of this process, the City is developing a detailed strategy for implementing the goals, policies, and strategies outlined with the revised plan, and modifying the existing zoning code (Title 20 of the Vancouver Municipal Code [VMC]), which regulates the scale, size and location of buildings and uses, to reflect the goals and policies identified in the revised plan.

The City is engaging in extensive community outreach and engagement to help planners address key questions about housing; land use, development and infrastructure; economic development; equity and opportunity; and climate and environment. The proposed update to the City's Comprehensive Plan will plan for growth of approximately 38,000 new housing units and 43,000 new jobs by the year 2045. These growth targets are based on population projections from the Washington State Office of Financial Management, recent trends, state law, and City policy to plan for long term housing and employment needs.

The Comprehensive Plan Update must be adopted by December 31, 2025.

Proponent: City of Vancouver

Location of Proposal: Vancouver, Washington (citywide)

Environmental Impact Statement (EIS) Required:

The City of Vancouver has determined that this proposal is likely to have a significant adverse impact on the environment. This means the proposal has a reasonable likelihood of negative effects on environmental quality that could be considered more than moderate. An EIS is required under state law [Revised Code of Washington RCW 43.21C.030 (2)(c)] and will be prepared, including proposed mitigation measures. Mitigation measures are changes or conditions to a proposal that are intended to avoid, minimize, or compensate for potential adverse impacts.

OUR VANCOUVER Comprehensive Plan Update

The EIS is a document that will provide information for the public, agencies, and tribal governments to consider during the decision-making process for the Comprehensive Plan Update. The EIS will describe potential alternatives, existing environmental conditions, potential significant environmental impacts, and potential measures to mitigate impacts.

The City currently plans to review a scenario of future conditions if no changes to the current Comprehensive Plan and associated plans and regulations are made, called a No Action Alternative, and up to three Action Alternatives that outline different land use and growth scenarios in specific areas of the city.

The City has identified the following elements of the built and natural environment for discussion in the EIS in accordance with Washington Administrative Code (WAC) 197-11-444:

- Land and shoreline use
- Housing
- Aesthetics (including light and glare)
- Historic and cultural resources
- Transportation
- Noise
- Public services and utilities (including emergency services, water, sewer, schools, parks and recreation)
- Earth (geologic hazard areas, soils, topography)
- Air quality, greenhouse gases, and climate
- Water resources
- Plants and animals

Request for Comments:

Agencies, affected tribes, and members of the public are invited to comment on the scope of the EIS. You may comment on alternatives, mitigation measures, probable significant adverse impacts, and licenses or other approvals that may be required. Licenses and approvals may include potential required permits from state, local, and federal agencies.

Scoping comments may be provided via email or postal mail to the following addresses:

Email: OurVancouver2045@cityofvancouver.us

Postal Mail:

Attn: Julie Nischik
City Hall
PO Box 1995
Vancouver, WA 98668

OUR VANCOUVER Comprehensive Plan Update

You may also learn more about the project, scoping process and provide written comments by visiting an Our Vancouver table at an upcoming outreach event. Events will be posted on the project webpage as they are scheduled.

The deadline for scoping comments is August 12, 2024, at 11:59 p.m.

For More Information:

Please visit the city's Comprehensive Plan website for more information about the ongoing process of plan development and the schedule for upcoming outreach events:

<https://www.beheardvancouver.org/plan2045>

Agency Contact Information:

Julie Nischik

Senior Support Specialist, Community Development, City of Vancouver

OurVancouver2045@cityofvancouver.us

(360) 487-7813

SEPA Responsible Official:

Chad Eiken, AICP

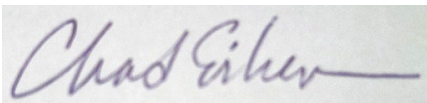
Director, Community Development, City of Vancouver

chad.eiken@cityofvancouver.us

(360) 487-7882

Date: July 12, 2024

Signature:

A handwritten signature in blue ink that reads "Chad Eiken" followed by a horizontal line.

OUR VANCOUVER Comprehensive Plan Update

Washington State Environmental Policy Act Determination of Significance and Request for Comments on Scope of Environmental Impact Statement (Comment Period Extension)

The City of Vancouver invites you to comment on the environmental topics that will be analyzed as part of its Comprehensive Plan update. **The deadline for comments has been extended to August 23, 2024.**

Date of Issuance: July 12, 2024 (*revised on August 9, 2024, to extend comment period*)

Deadline for Comments: August 23, 2024 (no later than 11:59 p.m. Pacific time)

Lead Agency: City of Vancouver

Description of Proposal: City of Vancouver Comprehensive Plan Update

The City of Vancouver is updating its Comprehensive Plan, which will establish a vision that guides the City's growth and development for the next 20 years, from 2025 to 2045. Since the plan was last updated in 2011, Vancouver has experienced substantial growth, as well as demographic, economic and social changes.

To meet the requirements of the Washington State Growth Management Act, the City is currently conducting a full rewrite of the existing Comprehensive Plan. As part of this process, the City is developing a detailed strategy for implementing the goals, policies, and strategies outlined with the revised plan, and modifying the existing zoning code (Title 20 of the Vancouver Municipal Code [VMC]), which regulates the scale, size and location of buildings and uses, to reflect the goals and policies identified in the revised plan.

The City is engaging in extensive community outreach and engagement to help planners address key questions about housing; land use, development and infrastructure; economic development; equity and opportunity; and climate and environment. The proposed update to the City's Comprehensive Plan will plan for growth of approximately 38,000 new housing units and 43,100 new jobs by the year 2045. These growth targets are based on population projections from the Washington State Office of Financial Management, recent trends, state law, and City policy to plan for long term housing and employment needs.

The Comprehensive Plan Update must be adopted by December 31, 2025.

Proponent: City of Vancouver

Location of Proposal: Vancouver, Washington (citywide)

Environmental Impact Statement (EIS) Required:

The City of Vancouver has determined that this proposal is likely to have a significant

OUR VANCOUVER Comprehensive Plan Update

adverse impact on the environment. This means the proposal has a reasonable likelihood of negative effects on environmental quality that could be considered more than moderate. An EIS is required under state law [Revised Code of Washington RCW 43.21C.030 (2)(c)] and will be prepared, including proposed mitigation measures. Mitigation measures are changes or conditions to a proposal that are intended to avoid, minimize, or compensate for potential adverse impacts.

The EIS is a document that will provide information for the public, agencies, and tribal governments to consider during the decision-making process for the Comprehensive Plan Update. The EIS will describe potential alternatives, existing environmental conditions, potential significant environmental impacts, and potential measures to mitigate impacts.

The City currently plans to review a scenario of future conditions if no changes to the current Comprehensive Plan and associated plans and regulations are made, called a No Action Alternative, and up to three Action Alternatives that outline different land use and growth scenarios in specific areas of the city.

The City has identified the following elements of the built and natural environment for discussion in the EIS in accordance with Washington Administrative Code (WAC) 197-11-444:

- Land and shoreline use
- Housing
- Aesthetics (including light and glare)
- Historic and cultural resources
- Transportation
- Noise
- Public services and utilities (including emergency services, water, sewer, schools, parks and recreation)
- Earth (geologic hazard areas, soils, topography)
- Air quality, greenhouse gases, and climate
- Water resources
- Plants and animals

Request for Comments:

Agencies, affected tribes, and members of the public are invited to comment on the scope of the EIS. You may comment on alternatives, mitigation measures, probable significant adverse impacts, and licenses or other approvals that may be required. Licenses and approvals may include potential required permits from state, local, and federal agencies.

Scoping comments may be provided via email or postal mail to the following addresses:

Email: OurVancouver2045@cityofvancouver.us

OUR VANCOUVER Comprehensive Plan Update

Postal Mail:

Attn: Julie Nischik
City Hall
PO Box 1995
Vancouver, WA 98668

You may also learn more about the project, scoping process and provide written comments by visiting an Our Vancouver table at an upcoming outreach event. Events will be posted on the project webpage as they are scheduled.

The deadline for scoping comments is August 23, 2024, at 11:59 p.m. *(Note: The comment deadline was previously August 12, 2024, but has been extended to allow more opportunities for agencies, tribes, and community members to submit their comments.)*

For More Information:

Please visit the city's Comprehensive Plan website for more information about the ongoing process of plan development and the schedule for upcoming outreach events:

<https://www.beheardvancouver.org/plan2045>

Agency Contact Information:

Julie Nischik
Senior Support Specialist, Community Development, City of Vancouver
OurVancouver2045@cityofvancouver.us
(360) 487-7813

SEPA Responsible Official:

Chad Eiken, AICP
Director, Community Development, City of Vancouver
chad.eiken@cityofvancouver.us
(360) 487-7882

Date: July 12, 2024 *(revised on August 9, 2024)*

Signature:



OUR VANCOUVER **Comprehensive Plan Update**

Revised Washington State Environmental Policy Act Determination of Significance and Request for Comments on Scope of Environmental Impact Statement

The City of Vancouver invites you to comment on the environmental topics that will be analyzed as part of its Comprehensive Plan update. The City is issuing this revised notice to clarify proposed future growth levels, the number of alternatives that will be analyzed in the Draft EIS, and the role of desired community outcomes and goals in the Comprehensive Plan update and SEPA process. *All comments received during the previous scoping period (July–September 2024) remain valid and will be considered as part of the SEPA review process.*

Date of Issuance: October 22, 2024

Deadline for Comments: November 21, 2024 (no later than 11:59 p.m. Pacific time)

Lead Agency: City of Vancouver

Description of Proposal: City of Vancouver Comprehensive Plan Update

The City of Vancouver is updating its Comprehensive Plan, which will establish a vision that guides the City's growth and development for the next 20 years, from 2025 to 2045. Since the plan was last updated in 2011, Vancouver has experienced substantial growth, as well as demographic, economic and social changes.

To meet the requirements of the Washington State Growth Management Act, the City is currently conducting a full rewrite of the existing Comprehensive Plan. As part of this process, the City is developing a detailed strategy for implementing the goals, policies, and strategies outlined with the revised plan, and modifying the existing zoning code (Title 20 of the Vancouver Municipal Code [VMC]), which regulates the scale, size and location of buildings and uses, to reflect the goals and policies identified in the revised plan.

The City is engaging in extensive community outreach and engagement to help planners address key questions about housing; land use, development and infrastructure; economic development; equity and opportunity; and climate and environment. The proposed update to the City's Comprehensive Plan will plan for growth of at least 38,000 new housing units and 43,100 new jobs by the year 2045. These growth targets are the minimum necessary to plan for long-term housing and employment needs based on population projections from the Washington State Office of Financial Management, recent trends, state law, and City policy. The Comprehensive Plan Update must be adopted by December 31, 2025.

Proponent: City of Vancouver

Location of Proposal: Vancouver, Washington (citywide)

OUR VANCOUVER **Comprehensive Plan Update**

Environmental Impact Statement (EIS) Required:

The City of Vancouver has determined that this proposal is likely to have a significant adverse impact on the environment. This means the proposal has a reasonable likelihood of negative effects on environmental quality that could be considered more than moderate. An EIS is required under state law [Revised Code of Washington RCW 43.21C.030 (2)(c)] and will be prepared, including proposed mitigation measures. Mitigation measures are changes or conditions to a proposal that are intended to avoid, minimize, or compensate for potential adverse impacts.

The EIS is a document that will provide information for the public, agencies, and tribal governments to consider during the decision-making process for the Comprehensive Plan Update. The EIS will describe potential alternatives, existing environmental conditions, potential significant environmental impacts, and potential measures to mitigate impacts.

The City currently plans to review a scenario of future conditions if no changes to the current Comprehensive Plan and associated plans and regulations are made, called a No Action Alternative, and up to two Action Alternatives that outline different land use and growth scenarios in specific areas of the city. The City intends for the land use and growth scenarios analyzed in the Action Alternatives to align with the Goals Framework developed with community partners for the Comprehensive Plan Update. The Goals Framework identifies numerous desired community outcomes, including connected and accessible neighborhoods; affordable, accessible housing choices; equity and inclusion; economic opportunity; and climate adaptability, sustainability, and resiliency.

The City has identified the following elements of the built and natural environment for discussion in the EIS in accordance with Washington Administrative Code (WAC) 197-11-444:

- Land and shoreline use
- Housing
- Aesthetics (including light and glare)
- Historic and cultural resources
- Transportation
- Noise
- Public services and utilities (including emergency services, water, sewer, schools, parks and recreation)
- Earth (geologic hazard areas, soils, topography)
- Air quality, greenhouse gases, and climate
- Water resources
- Plants and animals

OUR VANCOUVER **Comprehensive Plan Update**

Request for Comments:

Agencies, affected tribes, and members of the public are invited to comment on the scope of the EIS. You may comment on alternatives, mitigation measures, probable significant adverse impacts, and licenses or other approvals that may be required. Licenses and approvals may include potential required permits from state, local, and federal agencies.

Scoping comments may be provided via email or postal mail to the following addresses:

Email: OurVancouver2045@cityofvancouver.us

Postal Mail:

Attn: Meredith Herbst
City Hall
PO Box 1995
Vancouver, WA 98668

The deadline for scoping comments is November 21, 2024, at 11:59 p.m. *Note: If you submitted a comment during the previous scoping period (July–September 2024) your comment remains valid and will be considered as part of the SEPA review process.*

For More Information:

Please visit the city's Comprehensive Plan website for more information about the ongoing process of plan development and the schedule for upcoming outreach events:

<https://www.beheardvancouver.org/plan2045>

Agency Contact Information:

Meredith Herbst
Associate Planner, Community Development, City of Vancouver
OurVancouver2045@cityofvancouver.us
(360) 487-7937

SEPA Responsible Official:

Chad Eiken, AICP
Director, Community Development, City of Vancouver
chad.eiken@cityofvancouver.us
(360) 487-7882

Date: October 22, 2024

Signature:



Memorandum

To: City of Vancouver

From: WSP USA

Subject: State Environmental Policy Act Environmental Impact Statement Scoping Comment Summary and Final Scoping Determination

Date: December 5, 2024

The purpose of this memorandum is to summarize comments received during the State Environmental Policy Act (SEPA) scoping period for the **OUR VANCOUVER** Comprehensive Plan Update Draft Environmental Impact Statement (EIS), and to recommend next steps for the Draft EIS analysis.

Based on the comments received, the range of environmental elements identified in the scoping notice remains appropriate, and the Draft EIS analysis should proceed without modifications to its scope.

Scoping Comment Period Overview

The City of Vancouver (City) issued a SEPA Determination of Significance and request for comments on the scope of the EIS on July 12, 2024. The City published this notice in the SEPA Register, *The Columbian*, and the Be Heard Vancouver website for the Comprehensive Plan Update. The City also provided the notice via an email distribution list consisting of federal, state, and local agencies; tribes; local business organizations; local builders and real estate development professionals; neighborhood associations; environmental organizations; media outlets; and other interested parties. The scoping notice was also distributed to the **OUR VANCOUVER** project listserv that includes more than 200 individual contacts.

The scoping notice initially requested comments during an expanded 30-day period, which is greater than the 21-day minimum required by SEPA. The comment period was originally scheduled to end on August 12, 2024. In order to provide additional opportunities for review and comment by local agencies and communities, the City extended the scoping comment period to August 23, 2024, and again to September 6, 2024. The scoping notice requested comments via postal mail or email.

The City issued a revised scoping notice on October 22, 2024, to clarify proposed future growth levels, the number of alternatives that will be analyzed in the Draft EIS, and the role of desired community outcomes and goals in the Comprehensive Plan update and SEPA process. This scoping notice, which was distributed via the same methods as the previous notices, invited additional comments via postal mail or email during a 30-day period ending November 21, 2024. The notice stated that comments submitted during the previous comment period remain valid and will be considered as part of the SEPA review process.

EIS Scope Elements

The original scoping notice identified the City's intent to evaluate a No Action Alternative, as required by SEPA, and up to three other alternatives that outline different land use and growth scenarios in specific areas of the City. The revised scoping notice reduced the number of anticipated action alternatives from three to two.

The scoping notice also identified the following elements of the built and natural environment for discussion in the EIS in accordance with Washington Administrative Code (WAC) 197-11-444:

- Land and shoreline use
- Housing
- Aesthetics (including light and glare)
- Historic and cultural resources
- Transportation
- Noise
- Public services and utilities (including emergency services, water, sewer, schools, parks and recreation)
- Earth (geologic hazard areas, soils, topography)
- Air quality, greenhouse gases, and climate
- Water resources
- Plants and animals

Summary of Comments Received

The City received eight total comment submissions via email and no comments via postal mail during the two comment periods. Seven of the comment submissions came from private individuals, and one of the comment submissions came from the Washington Department of Fish and Wildlife.

None of the comments included objections to the environmental elements identified in the scoping notice. Most of the comments provided detailed input or questions about specific

topics of interest, including EIS elements to be studied, analysis methods, and potential mitigation measures. The following list summarizes the main themes of the comments received by topic area.

EIS Methodology

- Interest in how EIS elements will be prioritized and assessed given potential for conflicts between elements.

Land and Shoreline Use

- Maintain low zoning densities around high-value habitat areas to minimize habitat fragmentation and wildlife displacement.
- Limit development within the Vancouver Lake area to preserve habitats.
- Integrate green spaces into urban areas to benefit residents and provide habitat for wildlife.
- Evaluate how expected development will affect the percentage of forest cover and the effective impervious area within Vancouver's watersheds.
- Incorporate open space into high density areas, such as exploring green roofs or shared open space opportunities, particularly for access by low-income households.
- Assess the efficacy of transit-oriented development.

Housing

- Prioritize urban density and housing affordability.
- Consider “single-room occupancy” as an affordable housing strategy.
- Include utility costs over a 15-year horizon when evaluating housing affordability.

Aesthetics, Noise

- Examine strategies to reduce light and noise pollution in developed areas, particularly at night.

Transportation

- Increase interconnectedness of walkways and trails for alternative transportation.

Public Services and Utilities

- Unbundle elements within public services and utilities to discretely discuss individual topics and emphasize their importance (e.g., emergency services, including fire and police services; utilities, including water and sewer services; schools; parks and recreation; and other public services).

- Ensure that emergency services analysis includes discussion of fire and law enforcement services.
- Amend pipeline company franchise agreements to require an end-of-life plan for the pipes, require monitoring and reporting of leaks, and increase charges for easements.
- Require gasoline fueling stations to prevent and be responsible for addressing tank leaks and to carry higher insurance policy values.
- Evaluate rapid build-out of solar energy installations as an alternative to Clark Public Utilities.

Air Quality, Greenhouse Gases, and Climate

- Investigate how Vancouver can meet its future energy needs while minimizing reliance on fossil fuels.
- Require new buildings to be constructed as solar ready and electric ready.
- Require solar and electric power in development agreements.
- Publicize emissions from Clark Public Utilities' operations and look for ways to reduce their emissions.
- Evaluate carbon offsets purchased by the City and the Port of Vancouver.
- Prioritize cooling and disaster centers.

Water

- Evaluate the impact of stormwater facilities in or near critical areas and potential risk of impact to aquatic environments.
- Implement green stormwater infrastructure to reduce runoff and filter pollutants.
- Avoid new impervious surfaces for roads and trails.
- Assess the potential effects on watershed health, including impacts on hydrology, water quality, and fish habitat conditions.

Plants and Animals

- Work toward 28% tree canopy identified in 2011 Comprehensive Plan, particularly in lower income areas of the city.
- Explore opportunities to incorporate native plants and establish pollinator habitats within urban landscaping.
- Require new developments to limit tree removal and work around existing trees.
- Consider wildlife overpasses or underpasses to enhance connectivity between habitats.
- Use Priority Habitats and Species list definitions as the basis for evaluating impacts to fish and wildlife.
- Assess the impact of new roads on habitat connectivity.

- Conserve national resource lands through a transfer of development rights (TDR) program, or other strategy that provides financial incentives for protecting land from development.
- Group relatively undeveloped parcels and farm and forestland to increase habitat value.
- Identify open space areas where large, connected patches of native vegetation can be preserved to maintain biodiversity and provide corridors for wildlife movement.
- Support educational programs and resources for landowners to implement wildlife-friendly practices.
- Prioritize the mitigation sequence of impact avoidance, minimization, and mitigation.
- Identify and prioritize degraded or fragmented critical areas for implementing restoration projects.
- Implement climate-resilient land use strategies, such as preserving wetlands and riparian zones, to help mitigate the effects of extreme weather events and support species adaptation.

Final Scoping Determination

Based on the comments received during the scoping periods, the elements identified in the scoping notice remain valid for analysis in the Draft EIS, and no modifications are needed before proceeding with the analysis.

All of the high-level themes discussed by commenters will be addressed as part of the EIS analysis, including the evaluation of impacts and benefits to housing density and affordability, light and noise pollution, emissions, climate resiliency, tree canopy coverage, green spaces, stormwater runoff, and fish and wildlife habitat areas.

Some comments requested a level of specificity that is outside the scope of the EIS analysis. The City will consider these comments as appropriate in the broader context of developing the draft Comprehensive Plan and associated code amendments.

Appendix B: Market and Land Capacity Analysis Process Memorandum

Memorandum

To: Rebecca Kennedy, City of Vancouver (COV)

From: Nicole McDermott (WSP), Sam Rubin (WSP), and Tyler Bump (ECONorthwest)

CC: Bryan Snodgrass and Chim Chune Ko (COV)

Subject: Market and Land Capacity Analysis Methodology and Process

Date: June 24, 2025

Introduction

This memorandum outlines the methodology for modeling the estimated housing and employment capacities for the three alternatives studied in the [OUR VANCOUVER](#) Comprehensive Plan Update State Environmental Policy Act (SEPA) Draft Environmental Impact Statement (EIS). The methodology differs for the two action alternatives (referred to as Alternatives 1 and 2 in the Draft EIS) and the No Action Alternative, as described in this memorandum. The same methodology for Alternatives 1 and 2 will be used to model the housing and jobs capacities for a Preferred Alternative for analysis in the Final EIS. The Preferred Alternative will represent the proposed future land use and zoning map for the Comprehensive Plan Update and will inform future infrastructure and capital facilities planning required as part of the Comprehensive Plan.

This memorandum is divided into the following six sections that outline the process for modeling estimated housing and job capacity:

1. **Prototype Development and Map Creation:** details the creation of the three land use map alternatives (the Action Alternatives, known in the Draft EIS as Alternatives 1 and 2, and the No Action Alternative).
2. **Land Capacity Analysis Deductions (Action Alternatives):** covers the assumptions made for the initial land use capacity analysis and acreage deductions for Alternatives 1 and 2.
3. **Housing Feasibility Analysis:** describes the process for modeling the number of new housing units that Alternatives 1 and 2 would have the capacity to support.

4. **Parcel-Level Modeling of Housing and Job Capacity:** describes the process of modeling the number of housing units and jobs that Alternatives 1 and 2 would have the capacity to support.
5. **No Action Alternative Methodology:** describes the methodology for modeling housing and job capacities for the No Action Alternative.
6. **Model Outputs for Housing and Jobs Capacity:** summarizes the housing and jobs capacity numbers used in the Draft EIS.

1. Prototype Development and Map Creation

The Comprehensive Plan Update proposes to rename and simplify the current land use designations and associated zoning codes to focus on nine zoning districts.: Low Scale Neighborhood (LSN), Medium Scale Neighborhood (MSN), Mixed Use Neighborhood (MU), Regional Activity Center (RAC), Institutional/Campus (IC), Industrial/Employment (IE), Heavy Industrial (HI), Parks, and Natural Areas. Five of the eight zoning districts (LSN, MSN, MU, RAC, and IC) developed for the Comprehensive Plan Update would allow for a mix of employment and a variety of housing types, at varying scales and densities. For example, the MSN zoning district would allow housing prototypes with a higher density than single-family housing, but a lower density than podium or tower developments allowed in the MU and RAC zoning districts. A Mobile Home Park zone may also be applied to existing mobile home parks in Vancouver. The HI, IE, Parks, and Natural Areas place types would not allow housing development.

Analysts used the following steps to develop Alternatives 1 and 2 for analysis in the Draft EIS.

Alternative Development Steps:

1. **Develop Prototypes:** Eighteen housing prototypes were created that are likely to develop in Vancouver (see Attachment 1). Prototypes reflect current development trends within the city and the potential for different housing types based on recent changes in state legislation. The prototypes cover a variety of housing types from single-family homes to four-story walk-ups, to towers or podiums. Each prototype has an estimated dwelling units per acre (DUA) value.
2. **Assign Prototypes to Zoning Districts:** Housing prototypes were identified that are most likely to occur in the different zoning districts that will allow housing (LSN, MSN, MU, RAC, and IC). See Attachment 1.

Note: No housing prototypes were identified in Industrial/Employment, Heavy Industrial, Parks, or Natural Areas place types because no housing will be allowed.

3. **Prepare Final Land Use Alternatives:** Finalized alternative maps (referred to in the Draft EIS as Alternative 1 and Alternative 2) that show zoning districts throughout the city. This step was developed over many iterations and was prepared with multiple rounds of review with community partners, city staff, the planning commission, and city council.

Refinement of the alternatives was informed by extensive public input, best planning practices, existing city council policy guidance, existing and planned enhanced transit corridors, locations of parks/open space and schools, and locations of growth nodes/corridors/centers.

2. Land Capacity Analysis Deductions (Action Alternatives)

Table 1 identifies the deductions used in the land capacity analysis model for the action alternatives. As noted in the table, some deductions are different in the housing capacity analysis, which estimates the capacity for new housing units, compared to the employment capacity analysis, which estimates the capacity for new jobs. Table 1 also identifies different deductions for the land categories (Vacant, Underutilized, and Built) included in the Clark County Vacant Buildable Lands Model (VBLM).¹

Table 1. Deductions

Deduction	LSN	MSN	MU	RAC	IC	IE	HI
Land Use Split per Zoning Districts ²							
Residential	95%	90%	65%	60%	25%	0%	0%
Employment ³	5%	10%	35%	40%	75%	100%	100%
Critical Areas/Constrained Land Deductions ⁴							
Residential Capacity Analysis	50% of constrained lands are assumed to not develop					N/A	
Employment Capacity Analysis	20% of Vacant and Underutilized constrained lands will not develop 50% of Built constrained lands will not redevelop						
Infrastructure Deduction							
Residential Capacity Analysis	31.5%					N/A	

¹ The parcel dataset used in the model is the 2022 Clark County Vacant Buildable Lands Model (VBLM) data output.

² The residential/non-residential splits are model assumptions based on likely development trends for new zoning districts. These are not intended to reflect future codified requirements.

³ Employment represents any non-residential use that is assumed to produce jobs instead of housing units.

⁴ Critical areas/constrained lands were identified per the 2022 Clark County VBLM dataset.

Deduction	LSN	MSN	MU	RAC	IC	IE	HI
Employment Capacity Analysis	31.5%					12.5% 5	25%
Market Factor and Redevelopment Rate							
Residential Capacity Analysis	N/A (embedded in market feasibility analysis, see Section 3)						
Employment Capacity Analysis Market Factor	10% of Vacant and Underutilized lands will not develop given market conditions						
Employment Capacity Analysis Redevelopment Rate (only applies to Built land) ⁶	0%		12.8%	27.4%	0%		
Job loss deduction ⁷			13 jobs/net acre				
Small parcels, easements, and tax value							
Exclude small parcels less than 1,000 SF	Applies to all zoning districts						
Exclude roads and easements	Applies to all zoning districts						
Exclude parcels given a zero value in Clark County's VBLM output ⁸	Applies to all zoning districts						
Key: HI = Heavy Industrial; IC = Institutional/Campus; IE = Industrial/Employment; LSN = Low Scale Neighborhood; MSN = Medium Scale Neighborhood; MU = Mixed Use Neighborhood; N/A = not applicable; RAC = Regional Activity Center; SF = square feet; VBLM = Vacant Buildable Lands Model							

3. Housing Feasibility Analysis

The housing capacity analysis for each action alternative relies on a parcel-level feasibility analysis. The feasibility analysis examined the zoning district for each parcel, which prototypes are assumed to be allowed by future zoning, and which prototype is the most feasible option based on market conditions and available assessors' data.

Generally, the feasibility analysis examined the following factors:

⁵ Infrastructure deductions for IE are lower than the 25% used in the 2022 Clark County VBLM for Industrial to account for the more urban context in Vancouver.

⁶ Redevelopment from employment uses to different employment uses in Low Scale Neighborhood (LSN), Medium Scale Neighborhood (MSN), Institutional/Campus (IC), and Industrial/Employment (IE) zones is unlikely and, therefore, no redevelopment rate is assumed for these zoning districts. However, an "intensification or refill" factor is applied to IE and Heavy Industrial (HI) zoning districts to establish the employment need (see Section 4 for details on the intensification factor). Redevelopment rates for Mixed Use Neighborhood (MU) and Regional Activity Center (RAC) were calculated by determining the feasibility of the four-story mixed-use prototype across all MU/RAC zones and its rate of feasibility.

⁷ The job loss deduction applies to Built land in the MU and RAC zoning districts that is assumed to be redeveloped. This assumption accounts for a loss of existing jobs on the redeveloped parcels.

⁸ The county assessor will flag a property as zero-value if appraisers determine the legally created tax lot does not have market value or is deemed exempt from taxes.

- Total value per square foot of each parcel, which is equal to the total market value (land and buildings) divided by assessed acres.
- Price per square foot required to develop each building prototype.

If the total value per square foot is less than the prototype price to develop, then the prototype is considered feasible.

The feasibility analysis identified which prototypes would be considered feasible from a market perspective, which can result in multiple prototypes considered as options. The model for Alternatives 1 and 2 assigns the prototype that is considered the most feasible, or the prototype that is the most likely to develop because it is the most affordable to develop. Ultimately, this process looks at every parcel across the city and models the potential for a property to develop/redevelop. Only parcels identified as feasible with a corresponding prototype are included in the capacity analysis in Step 4 below. An overview of the feasibility analysis is included as Attachment 2.

4. Parcel-Level Modeling of Housing and Job Capacity (Action Alternatives)

Once the feasibility analysis (Section 3) was complete, analysts modeled housing and job capacity for each action alternative, applying the assumptions identified in Table 1. The following subsections identify the modeling process for the housing capacity analysis and job capacity analysis. A detailed process of this section is included as Attachment 3.

Housing Capacity Analysis

The first step in the housing capacity analysis model applied the deductions for critical areas, infrastructure, and residential versus employment allocation at the parcel level (see Table 1). The model then removed parcel fragments (1,000 square feet or smaller), roads/easements, and zero-value parcels.

Once all land reductions were applied, the model used the remaining net acreage to apply housing densities based on the most feasible prototype per the feasibility analysis (see Section 3). If a parcel was not determined to have a feasible prototype, then housing density was not applied to the parcel.

Housing Unit Yield Equation

Gross Acreage of a parcel – land reductions = net acreage
 Net acreage X DUA (prototype DUA) = housing unit output per parcel

Model Output: Total number of housing units assumed in each alternative based on market feasibility and land capacity. These housing unit numbers were used for each alternative in the Draft EIS analysis.

Employment Capacity Analysis

The employment capacity analysis was similar to the housing analysis, but as identified in Table 1, some of the model assumptions were different. Additionally, the employment capacity analysis did not use the feasibility analysis to determine redevelopment potential, but instead applied a redevelopment rate, as noted in Table 1.

Employment Target

An additional step in the employment capacity analysis was the establishment of an employment target that accounts for “work-from-home” jobs and “intensification” or “refill,” which relates to a percentage of new jobs occurring within existing employment space through an intensification of the number of jobs per square foot. These two factors reduce the amount of land needed to support anticipated job growth and are an important consideration when determining whether the employment capacity of an alternative will meet the anticipated employment growth. At a summary level, the process for determining the employment target was as follows:

- Start with the anticipated employment growth of 43,198 jobs, as detailed in the Economic Opportunity Analysis.
- Separate potential job growth by industry sector based on two-digit North American Industry Classification System (NAICS) codes and assign jobs/NAICS codes to zoning districts.
- Apply a 13% deduction for “work from home” to all job sectors except transportation, food/services, manufacturing, and construction.⁹
- Apply a 23% deduction for jobs in Heavy Industrial and Industrial/Employment zoning districts because these districts may see an intensification of jobs within existing heavy industrial or employment developments. This means more jobs per acre may be produced in the future on heavy industrial or employment lands than currently exists and a reduction is applied to the employment target because additional land would not be needed to support these jobs.¹⁰

⁹ Work from home deduction is based on 2023 ACS estimates, table B038601, work from home percentage for Vancouver. Clark County is at 21.8% per the same data.

¹⁰ The intensification factor is based on data from Portland vetted with industrial stakeholders as part of Portland’s EOA Industrial Land Committee process. Longitudinal point level Quarterly Census of Employment Wage data for Vancouver is not available. Intensification is essentially “refill,” indicating an amount of land that will intensify in job density.

This process resulted in a net employment need of 38,792, which reflects the number of new jobs that will need to be supported within the land capacity of each alternative. The deductions above account for new jobs that could be accommodate within existing developments or from work from home and therefore, additional land capacity is not needed for those jobs.

Employment Land Capacity Analysis

Similar to the housing capacity analysis, the employment capacity analysis was conducted at the parcel level. The first step in the employment capacity analysis model applied the deductions for critical areas, infrastructure, and residential versus employment allocation, as identified in Table 1. The model then applied the market factor for Vacant and Underutilized land and redevelopment rate for Built land, as detailed in Table 1. *Note, the redevelopment rate does not apply consistently across the zoning districts.*

Once all the land reductions were applied, the model applied the employment densities (jobs per acre) listed below for each zoning district.¹¹

- Low Scale Neighborhood: 6
- Medium Scale Neighborhood: 6
- Mixed Use: 48
- Institutional Campus: 46
- Regional Activity: 54
- Industrial/Employment: 30
- Heavy Industrial: 9

The final step in the employment capacity analysis is intended to avoid double counting existing jobs when a property is assumed to redevelop. . Washington Employment Security Department Quarterly Census of Employment Wage data was used to determine the average jobs per acre within future MU and RAC zoning districts. Only the MU and RAC zoning districts were used because those are the only zones where a redevelopment rate is applied (see Table 1 footnotes for additional details). The average jobs per acre was estimated at 13 jobs per acre, which was applied as a deduction to the output of jobs on Built parcels in MU and RAC zoning districts.

¹¹ The employment densities are based on recent development trends in similar contexts and professional judgement.

Employment Yield Equation:

Gross Acreage of a parcel – land reductions X market factor/redevelopment rates = net acreage

Net acreage X jobs/acre – 13 jobs/acre on Built Mixed Use Neighborhood and Regional Activity Center parcels = jobs output per parcel

Model Output: Total number of jobs assumed in each alternative based on vacancy status and redevelopment potential.

5. No Action Alternative Methodology

The No Action Alternative assumes the current adopted Comprehensive Plan, development regulations, and zoning (as of fall 2024) will remain in place. However, the No Action Alternative also assumes that although the City itself will not take action, that the requirements of HB 1110 that the state then own impose its middle housing model code allowing for 4–6 unit developments on parcels in local single family zones will occur. . The No Action Alternative uses Clark County’s VBLM process and increased DUA assumptions for specific residential zones to account for the implementation of HB 1110. Table 2 lists the existing zones that were given an increased DUA based on HB 1110.

Table 2. Existing Zone Dwelling Units Per Acre

Zone	Current DUA per Clark County VBLM	Updated DUA for HB 1110
R2	4.4	14.5 ¹²
R4	13.20	14.5
R6	18	No change
R9	27.90	No change

Key: DUA = dwelling units per acre; HB = House Bill; VBLM = Vacant Buildable Lands Model

The No Action Alternative uses the same redevelopment assumptions currently included in the Clark County VBLM:

- Built Residential Low Density: 5% will redevelop.
- Built Residential High Density: 10% will redevelop.
- Vacant Residential: 90% will develop.

¹² Based on development trends in other markets where similar legislation has been enacted, the minimum dwelling units per acre under HB 1110 is assumed to be 14.5 DUA.

- Underutilized Residential: 70% will redevelop.

Housing Unit and Job Allocation (No Action)

Unlike the model described for the action alternatives, the No Action Alternative relies on the Clark County VBLM, which does not assign jobs or housing units by parcel. The No Action Alternative process for allocating jobs and housing units to parcels relied on assigning the numbers produced by the Clark County VBLM to each parcel based on its relative percent of city acreage.

To generate jobs and housing unit numbers by parcel, the following methodology was implemented.

Steps:

1. Determine Acreages: Determine acreage for zones that primarily consist of housing and for zones that primarily consist of employment. These two categories both include mixed-use zones, which would allow for both employment and housing. The total acreages do not include roads or easements, parcels less than 1,000 square feet, or parcels given a “Zero Value” under the Clark County VBLM.

Zones that primarily include housing (and mixed-use zones):

- CPX
- CX
- ECX
- HX
- R-18
- R-22
- R-30
- R-35
- R-2
- R-4
- R-6
- R-9
- RGX
- WGX

Zones that primarily include employment (and mixed-use zones):

- CPX
- CX
- CC
- ECX
- CG
- IH
- HX
- IL
- MX
- CN
- OCI
- RGX
- WX

- 2. Constrained Land Deduction:** If a parcel is constrained, 50% of the acreage within critical areas is deducted for the housing calculation, and 20% is deducted for the employment calculation.
- 3. Housing Allocation:** Parcel acreage is divided by total acreage in the city used for housing (Step 1 above). That percentage is then multiplied by the Clark County VBLM housing unit output of 29,556 units. This results in an approximate number of housing units per parcel.
- 4. Employment Allocation:** Parcel acreage is divided by total acreage in the city used for employment (Step 1 above). That percentage is then multiplied by the Clark County VBLM employment output of 16,616 jobs. This results in an approximate number of jobs per parcel.
- Limitations:** The No Action allocation process only determines whether a property is primarily used for housing or primarily used for employment and does not consider housing density or employment density by zoning designation.

6. Model Outputs for Housing and Jobs Capacity

Table 3 below shows the model output for both the action alternatives and the no action alternative.

Table 3. Model Outputs for Housing Yields and Employment Yields

Alternative (City Only)	Methodology	Housing Yields	Employment Yields
No Action	Clark County VBLM (refer to Section 5)	29,600 units	16,600 jobs
Alternative 1	Feasibility/Redevelopment potential (refer to Sections 2 through 4)	45,100 units	46,000 jobs
Alternative 2	Feasibility/ Redevelopment potential (refer to Sections 2 through 4)	50,696 units	49,300 jobs

Key: VBLM = Vacant Buildable Lands Model

Attachment 1

Housing Prototypes by Zoning

Attachment 1: Housing Prototypes by Zoning

Housing Prototypes	Single Family	Duplex (side by side)	Duplex (stacked)	3 Townhouses	Quadplex	4 Townhouses	Sixplex	6 Townhouses	Cottage Cluster	Courtyard (attached)	Small Multiunit	Small Multiunit (taller)	Medium Multiunit	Medium Multiunit (taller)	3-story wood frame	4-story wood frame	Podium	Tower
Dwelling Units Per Acre	7.3	14.5	14.5	21.8	28.5	29.0	43.0	43.6	29.0	28.5	43.6	58.1	34.8	52.3	65.3	84.4	152.5	217.8
Low Scale Neighborhood																		
Medium Scale Neighborhood																		
Mixed Use																		
Regional Activity Center																		
Institutional Campus																		
Industrial/Employment*																		
Heavy Industrial*																		
Parks/Open Space/Natural Areas*																		

*No Housing Prototypes are allowed

Attachment 2

Feasibility Analysis Overview

DATE: May 27th, 2025
TO: Nicole McDermott and Sam Rubin, WSP
FROM: Tyler Bump and Michelle Anderson, ECONorthwest
SUBJECT: Vancouver Comp Plan Update – Market Feasible Capacity Analysis

Overview

WSP partnered with ECONorthwest to assess the potential housing capacity for two different EIS alternatives for the comprehensive plan update for the City of Vancouver. ECONorthwest worked with WSP to complete this analysis, referred to as the *market-feasible housing capacity*, given the potential land use intensities of the different place types of the alternatives. The difference between the alternatives was the place type designated to each parcel, which could result in different citywide totals for market-feasible housing capacity.

For the capacity analysis, ECONorthwest completed a financial analysis that models a developer's decision-making process and cash flow equation. We created pro forma models to test the financial feasibility of various housing densities that might be allowed in different place types. We estimated the market feasible capacity of multiple prototypical developments, or *housing prototypes*. These prototypes reflect theoretical development profiles that could potentially comply with proposed zoning standards to understand what the market was most likely to deliver if zoning was a constraint.

Why is development feasibility and pro forma analysis important?

Development can be costly and risky. Getting funding to construct new development requires lenders and investors to be reasonably confident they will earn enough financial return to justify the risks and attract equity to a project.

Economic or market feasibility is generally assessed by comparing the expected revenues (home sales, net income from rents, room rates) against the costs of development. If a development is not feasible, it will not be built, contrary to a city's housing goals.

Approach

Prototypes and Assumptions

ECONorthwest analyzed nearly 20 housing prototypes that were of various configurations and resulting densities, including general forms such as single-family, townhome, lowrise, garden-style, and midrise apartment developments. We based the prototypes on recent existing developments throughout the City of Vancouver as well as potential scales of housing that might be allowed in the future given legislative changes at the state level. Though the scale of development ranges substantially throughout the city, we developed approximate prototypes that could be possible in Vancouver.

We drew our initial market and construction cost insights from third-party sources such as the American Community Survey (ACS), Costar, Redfin, and Craftsman, and then vetted

those assumptions with local developers and brokers through various interviews. Though cost assumptions typically stay consistent throughout a city, we created a model to help differentiate the revenue assumptions (i.e., rent and sales prices) by census tract. This model used rent and sales data from ACS, to interpolate what revenue assumptions might be for each census tract in the city.¹

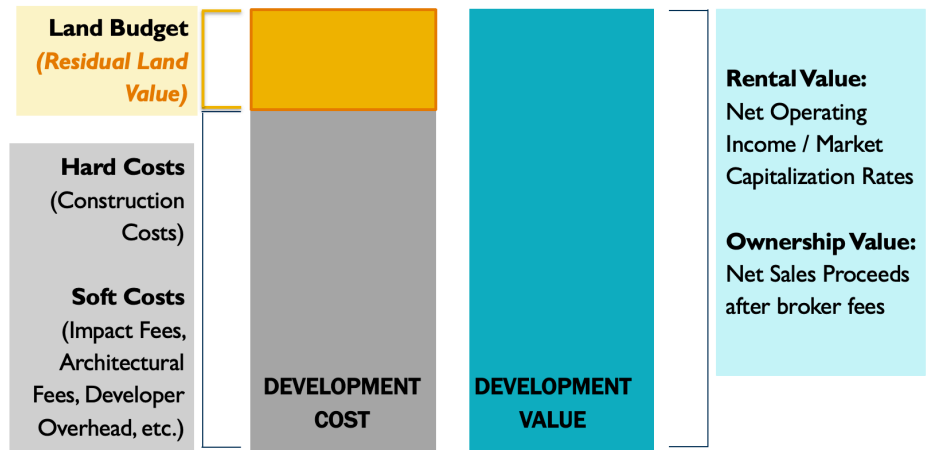
We then aligned similar block groups, based on rent and sales prices, into newly-defined market areas. We took those results and compared them to the city-wide average to understand how each market area related to the city-wide average (expressed as a ratio). We then applied that ratio as an input to each rent or sales price on a prototype level with the most up-to-date market data from CoStar and Redfin. This revenue model allowed us to refine our pro forma results spatially. The model therefore considered that different areas across Vancouver would have varying demand for different types of housing, which impacts the resulting feasibility of housing development.

Pro Forma Financial Analysis Methods

The pro forma model used a residual land value (RLV) metric to evaluate feasibility. RLV measures the land budget a developer would have to purchase land after accounting for potential development costs and revenues.

Exhibit 1: Example of Feasible Development using Residual Land Value (RLV) Model

Source: ECONorthwest



¹ ACS has two notable limitations we try and correct for: 1) there are many instances of tracts with missing (or "NA") estimates for rents, due to low rates of survey response or simply because there are no observations of a given type of apartment in that tract and 2) we often see unusually low rents because the ACS conflates market rate apartments with other structures like informal rental arrangements. We interpolated missing rent values by using an inverse-distance weighted average smoothing function, so that tracts with missing values take the average of their neighbors, ordered by proximity. We then cluster census tracts together into market areas (approximately 10 total areas) based on adjacency and similarity of rents and tenure splits.



Generally, if the RLV is equal to or above land prices in the potential development area, the development is considered feasible at market rate. If the RLV is zero dollars, the development could be feasible if land were donated for free. However, if the RLV is less than zero, the development is likely infeasible unless a developer receives additional subsidies or incentives, including free land. Results from this method describe a general analysis of prototypes and does not consider the many potential unique conditions that could be factors in development feasibility (e.g., increased predevelopment costs, low land basis from longtime land ownership). For these reasons, residual land value analyses should be thought of as a strong indicator of the relative likelihood of development, rather than an absolute measure of return to the investor or developer for any specific site.

In our feasibility analysis, we used key financial data like rent, operating costs, and development expenses for each prototype. To evaluate rental prototypes, we determined the leasable square footage, calculated revenue, deducted vacancy and operating costs (such as taxes, insurance, maintenance, management, select utilities) and arrived at the annual net operating income (NOI). For the ownership prototypes, we calculated gross sales price and subtracted commissions.

We calculated development costs by applying the cost per square foot values to different product types (e.g., residential, retail) and adding parking costs. We then summed those values to a total hard cost and calculated the soft cost, contingency, and developer fees to arrive at the total development cost.

To evaluate rental prototypes, we derived the value for each prototype by either dividing the NOI by a market-driven return on cost threshold (for higher-density prototypes) or by determining the loan capacity given debt service assumptions and NOI (for lower density prototypes). Return on cost is an important metric because it establishes the threshold where the potential returns offset project risks. Developers compete for capital in a market against other real estate and non-real estate investments. If return on cost is too low, a developer will not be about to attract capital, and the project will not move forward – this is most relevant for higher density prototypes that tend to attract institutional capital that is mobile across markets and investment products. We then summed those values to arrive at a total value for each prototype. We then calculated the land budget (the RLV) by subtracting the total development cost from the total value.

For lower-density rental prototypes, relating NOI to debt service requirements is more appropriate given that these projects are smaller and therefore tend not to attract institutional capital, but they are similar to larger projects in that debt is typically the largest source of funding for a project and if return requirements for debt can't be met, the development will not be able to attract the capital and the project won't move forward. For these prototypes, we solved for the land budget (the RLV) that was possible given the NOI on the project and potential terms, interest rates, and debt service coverage ratio

requirements. For the ownership prototype, we determined the land budget by subtracting total development costs from gross sales less commission and a spread on cost to account for profit.

For both rental and ownership prototypes we divided the total land budget by site square footage, arriving at a residual land value per square foot of land for each market area – this was the key variable for inclusion in the site specific analysis we conducted with the help of WSP.

Site-Specific Capacity Analysis

We delivered two key outputs for comparison to site-specific data and to finalize the market-feasible capacity analysis. For each prototype, we delivered both the calculated dwelling units per acre as well as the residual land value (RLV) per square foot of land for each market area. The units of these outputs (normalized by land area) allowed us to take the data and apply it to each site.

For each parcel, WSP and ECONorthwest:

1. Exported a GIS csv with each parcel's market area, placetype, and key assessor data such as parcel area and total value (based on land and improvement value).
2. Calculated the total value per square foot of land (land + improvement value, divided by site area). This approach does not attempt to make adjustments to assessor's land value to values that are more reflective of real market value. We typically find that assessor data can lag behind market value. Therefore, this approach will result in an optimistic estimate of capacity
3. Subtracted total value per square foot of land from the RLV per square foot of each prototype for the corresponding market area to arrive at the remaining value.
4. Identified the feasible prototypes that were allowed by the placetype applied to the parcel – the prototype with remaining value greater than \$0.
5. For parcels where the RLV was zero or negative (where the total value based on assessor data exceeded the RLVs of the allowed prototypes), the market-feasible capacity analysis resulted in no feasible housing prototype.



Attachment 3

Land Capacity Analysis Process

Land Use Model – Step-by-Step Process

The land use model for the Our Vancouver Comprehensive Plan was developed using Python in ArcGIS Pro. Instead of estimating land capacity based on broad citywide acreage, the analysis is conducted at the parcel level scenario, making it easier to show where housing and jobs are likely to be located across Vancouver. Housing and employment analyses are done separately, relying on the same data but with different assumptions about redevelopment, infrastructure, and critical areas.

1. Starting Datasets

- 2022 Vacant Buildable Lands Model (VBLM) dataset. Only parcels within the City of Vancouver are used in the land capacity analysis.
- Parcel-level feasibility analysis based on zoning. This analysis determines if a parcel is considered feasible for development and what prototype is most feasible by parcel.

2. Land Capacity Analysis

- Start with the 2022 VBLM dataset that has been updated to reflect the zoning or comprehensive plan designation assigned to the various alternatives.
- Apply filters to exclude land types **not eligible for development**:
 - **Infrastructure rights-of-way and easements**: roads, rail, utility corridors, etc.
 - **Public ownership exclusions**: parks and other tax-exempt lands unless redevelopment is anticipated. Coordination with the parks department is needed to update the inventory.
 - **Parcels below minimum size thresholds** or lacking infrastructure access may be excluded.
 - Parcels less than 1,000 square feet are excluded.
- **Split the remaining land by intended use**:
 - Allocate percentage of parcel acreage to either **residential or employment uses** (jobs/housing split) based on zoning.

- From this point in the analysis, only the assigned acreage is used for either residential or employment analysis.
- Apply further deductions:
 - **Critical areas:** Critical areas identified by the County's VBLM process and are considered 'constrained' in the dataset.
 - Development in critical or constrained areas is limited. For housing analysis, lands in critical areas are counted at half their total area. For employment analysis, vacant or underutilized constrained lands are reduced by 20%, while built constrained lands are reduced by 50% in the calculation.
 - **Market factor for Employment:** proportion of land that will realistically be developed within the planning timeframe.
 - 10% of Vacant or Underutilized lands will not develop given market conditions. 10% reduction in total acreage by parcel is deducted.
 - **Redevelopment Rate for Employment:** 12.8% of lands zoned Mixed Use are anticipated to be redeveloped. 27.4% of lands zoned Regional Activity Center are anticipated to be redeveloped.
 - **Infrastructure:** proportion of land within a parcel that would be allocated for infrastructure placement.
 - 31.5% deduction in total acreage of a parcel for residential analysis
 - 31.5% deduction in total acreage of a parcel for employment analysis for all zones except Industrial/Employment (IE) and Heavy Industrial (HI). IE has a reduction of 12.5% and HI has a reduction of 25%.

3. Apply Density/Intensity Ratios

- Assign densities to each parcel based on their zoning. Density ratios are applied to the acreage remaining after deductions.
 - Residential: units per acre based on typology identified during feasibility analysis.
 - Employment: jobs per acre based on zoning.

4. Apply loss of existing jobs on redeveloped parcels

- The job loss deduction applies to Built (as determined by the Vacant Buildable Lands Model) land in the MU and RAC place types that are assumed to be redeveloped. This assumption accounts for a loss of existing jobs on the redeveloped parcels.
 - Reduce the number of jobs by parcel by 13 jobs/net acre.
- This analysis was done post-processing and is not included in the python notebook.

Housing Capacity Analysis (Python Notebook)

```
import arcpy
alt = "DatasetName"

new_field_name = "HousingYields"
new_field_type = "DOUBLE"

fields = [f.name for f in arcpy.ListFields(alt)]
if new_field_name not in fields:
    arcpy.AddField_management(alt, new_field_name, new_field_type)
    print(f"Field '{new_field_name}' added to {alt}.")
else:
    print(f"Field '{new_field_name}' already exists in {alt}.")

with arcpy.da.UpdateCursor(alt, ["HousingAcres", "DUAforPrototype", "GrossAcres",
    "Constrained", "AlternativeZoning", new_field_name, "ExcludedParcels", "VBLMStatus"]) as cursor:
    for row in cursor:
        # First Deduction: Constrained vs nonConstrained land
        if row[3] == 0 or row[3] is None:
            row[0] = row[2]
        else:
            row[0] = row[2] * .5

        #filters
        if row[6] == "Road or Easement":
            row[0] = 0
        if row[2] < .022:
            row[0] = 0
        if row[7] == "Zero Value":
            row[0] = 0

        housing_yield = row[0]
        # 2nd Deduction: Development Assumption
        if row[4] == "LSN":
            housing_yield = housing_yield * .95
        elif row[4] == "MSN":
            housing_yield = housing_yield * .90
        elif row[4] == "MU":
            housing_yield = housing_yield * .65
        elif row[4] == "IC":
            housing_yield = housing_yield * .25
```

```

elif row[4] == "RAC":
    housing_yield = housing_yield * .60
elif row[4] == "IE":
    housing_yield = housing_yield * 0
else:
    housing_yield = housing_yield * 0

# 3rd Deduction: Infrastructure
if row[4] == "LSN" or row[4] == "MSN":
    housing_yield = housing_yield - (housing_yield * .315)
elif row[4] == "MU":
    housing_yield = housing_yield - (housing_yield * .315)
elif row[4] == "IC":
    housing_yield = housing_yield - (housing_yield * .315)
elif row[4] == "RAC":
    housing_yield = housing_yield - (housing_yield * .315)
elif row[4] == "IE":
    housing_yield = housing_yield - (housing_yield * .315)
else:
    housing_yield = 0

# Housing Yields Estimate
row[0] = housing_yield
try:
    row[5] = housing_yield * row[1]
except:
    row[5] = housing_yield * 0

# Update the row
cursor.updateRow(row)

print("Field values calculated and updated.")

```


Employment Capacity Analysis (Python Notebook)

```
import arcpy
```

```
alt = "LandUseAlt1_Scenario2"
```

```
new_field_name = "EmploymentAcres"
```

```
new_field_type = "DOUBLE"
```

```
new_field_name2 = "EmploymentYields"
```

```
new_field_type2 = "DOUBLE"
```

```
fields = [f.name for f in arcpy.ListFields(alt)]
```

```
if new_field_name2 not in fields:
```

```
    arcpy.AddField_management(alt, new_field_name2, new_field_type)
```

```
    print(f"Field '{new_field_name2}' added to {alt}.")
```

```
else:
```

```
    print(f"Field '{new_field_name2}' already exists in {alt}.")
```

```
fields = [f.name for f in arcpy.ListFields(alt)]
```

```
if new_field_name not in fields:
```

```
    arcpy.AddField_management(alt, new_field_name, new_field_type)
```

```
    print(f"Field '{new_field_name}' added to {alt}.")
```

```
else:
```

```
    print(f"Field '{new_field_name}' already exists in {alt}.")
```

```
with arcpy.da.UpdateCursor(alt, ["HousingAcres", "MaxDUA", "GrossAcres", "Constrained",  
"AlternativeZoning", new_field_name, "Excluded",  
"LandUseAlt2_VUGA_VBLM_Details_utilizatio", new_field_name2]) as cursor:
```

```
    for row in cursor:
```

```
        #VACANT
```

```
        if row[7] == "Vacant" or row[7] == "Underutilized":
```

```
            # First Deduction: Constrained vs nonConstrained land
```

```
            if row[3] == 0 or row[3] is None:
```

```
                row[5] = row[2]
```

```
            else:
```

```
                row[5] = row[2] * .8
```

```
        #filters
```

```
        if row[6] == "Road or Easement":
```

```
            row[5] = 0
```

```
        if row[2] < .022:
```

```
            row[5] = 0
```

```
        if row[7] == "Zero Value":
```

```

row[0]= 0

employment_acres = row[5]
# 2nd Deduction: Employment land Splits
if row[4] == "LSN":
    employment_acres = employment_acres * .05
elif row[4] == "MSN":
    employment_acres = employment_acres * .1
elif row[4] == "MU":
    employment_acres = employment_acres * .35
elif row[4] == "IC":
    employment_acres = employment_acres * .75
elif row[4] == "RAC":
    employment_acres = employment_acres * .4
elif row[4] == "IE":
    employment_acres = employment_acres * 1
elif row[4] == "HI":
    employment_acres = employment_acres * 1
else:
    employment_acres = employment_acres * 0

# 3rd Deduction: market supply factor deduction
employment_acres = employment_acres - (employment_acres * .1)

# 4th Deduction: Infrastructure
if row[4] == "LSN" or row[4] == "MSN":
    employment_acres = employment_acres - (employment_acres * .315)
elif row[4] == "MU":
    employment_acres = employment_acres - (employment_acres * .315)
elif row[4] == "IC":
    employment_acres = employment_acres - (employment_acres * .315)
elif row[4] == "RAC":
    employment_acres = employment_acres - (employment_acres * .315)
elif row[4] == "IE":
    employment_acres = employment_acres - (employment_acres * .125)
elif row[4] == "HI":
    employment_acres = employment_acres - (employment_acres * .25)

# Employment Acres estimate
row[5] = employment_acres

# 5th Deduction: Apply Job Density by placetype
if row[4] == "LSN" or row[4] == "MSN":
    employment_acres = employment_acres * 6

```

```

elif row[4] == "MU":
    employment_acres = employment_acres * 48
elif row[4] == "IC":
    employment_acres = employment_acres * 46
elif row[4] == "RAC":
    employment_acres = employment_acres * 54
elif row[4] == "IE":
    employment_acres = employment_acres * 30
elif row[4] == "HI":
    employment_acres = employment_acres * 9
else:
    employment_acres = employment_acres * 0

# Employment Yield estimate
row[8] = employment_acres

else:
    # First Deduction: Constrained vs nonConstrained land
    if row[3] == 0 or row[3] is None:
        row[5] = row[2]
    else:
        row[5] = row[2] * .5

#filters
if row[6] == "Road or Easement":
    row[5] = 0
if row[2] < .022:
    row[5] = 0
if row[7] == "Zero Value":
    row[0] = 0

employment_acres = row[5]
# 2nd Deduction: Employment land Splits
if row[4] == "LSN":
    employment_acres = employment_acres * .05
elif row[4] == "MSN":
    employment_acres = employment_acres * .1
elif row[4] == "MU":
    employment_acres = employment_acres * .35
elif row[4] == "IC":
    employment_acres = employment_acres * .75
elif row[4] == "RAC":
    employment_acres = employment_acres * .4
elif row[4] == "IE":

```

```

    employment_acres = employment_acres * 1
elif row[4] == "HI":
    employment_acres = employment_acres * 1
else:
    employment_acres = employment_acres * 0

```

3rd Deduction: redevelopment

```

if row[4] == "MU":
    employment_acres = employment_acres * .128
elif row[4] == "RAC":
    employment_acres = employment_acres * .274
elif row[4] == "IE":
    employment_acres = employment_acres * 0.0
elif row[4] == "LSN" or row[4] == "MSN":
    employment_acres = employment_acres * 0.0
else:
    employment_acres = employment_acres * 0

```

4th Deduction: Infrastructure

```

if row[4] == "LSN" or row[4] == "MSN":
    employment_acres = employment_acres - (employment_acres * .315)
elif row[4] == "MU":
    employment_acres = employment_acres - (employment_acres * .315)
elif row[4] == "IC":
    employment_acres = employment_acres - (employment_acres * .315)
elif row[4] == "RAC":
    employment_acres = employment_acres - (employment_acres * .315)
elif row[4] == "IE":
    employment_acres = employment_acres - (employment_acres * .125)
elif row[4] == "HI":
    employment_acres = employment_acres - (employment_acres * .25)

```

Employment Acres estimate

```

row[5] = employment_acres

```

5th Deduction: Apply Job Density by placetype

```

if row[4] == "LSN" or row[4] == "MSN":
    employment_acres = employment_acres * 6
elif row[4] == "MU":
    employment_acres = employment_acres * 48
elif row[4] == "IC":
    employment_acres = employment_acres * 46
elif row[4] == "RAC":
    employment_acres = employment_acres * 54

```

```
elif row[4] == "IE":
    employment_acres = employment_acres * 30
elif row[4] == "HI":
    employment_acres = employment_acres * 9
else:
    employment_acres = employment_acres * 0

# Employment Yield estimate
row[8] = employment_acres

# Update the row
cursor.updateRow(row)

print("Field values calculated and updated.")
```

Appendix C: Land Use and Zoning Information

Table C-1. Current Vancouver Municipal Code Title 20 Zones and Development Standards

Zoning District	Lot Size	Net Density	Minimum Setback Requirements	Maximum Building Height	Minimum Landscaping Requirements
Residential (R)-2	Minimum: 20,000 s.f. Maximum: 30,000 s.f. Maximum Lot Coverage: 50% Minimum Lot Width: 100 feet Minimum Lot Depth: 100 feet	Minimum: 1.8 units/acre Maximum: 2.2 units/acre	• Front Yard: 10 feet • Rear and Through Yard: 5 feet • Side Yard: 10 feet • Street Side Yard: 10 feet • Garage/Carport from Public/Private Street: 20 feet • Garage/Carport from Alley: 15 feet	35 feet	10%
R-4	Minimum: 10,000 s.f. Maximum: 19,000 s.f. Maximum Lot Coverage: 50% Minimum Lot Width: 80 feet Minimum Lot Depth: 90 feet	Minimum: 2.3 units/acre Maximum: 4.4 units/acre	• Front Yard: 10 feet • Rear and Through Yard: 5 feet • Side Yard: 7 feet • Street Side Yard: 10 feet • Garage/Carport from Public/Private Street: 20 feet • Garage/Carport from Alley: 10 feet	35 feet	10%

Zoning District	Lot Size	Net Density	Minimum Setback Requirements	Maximum Building Height	Minimum Landscaping Requirements
R-6	Minimum Lot Size: 7,500 s.f. Maximum Lot Size: 10,500 s.f. Maximum Lot Coverage: 50% Minimum Lot Width: 50 feet Minimum Lot Depth: 90 feet	Minimum: 4.5 units/acre Maximum: 5.8 units/acre	• Front Yard: 10 feet • Rear and Through Yard: 5 feet • Side Yard: 0/5 feet • Street Side Yard: 8 feet • Minimum Garage/Carport from Public/Private Street: 18 feet • Garage/Carport from Alley: 5 feet	35 feet	10%
R-9	Minimum Lot Size: 5,000 s.f. Maximum Lot Size: 7,400 s.f. Maximum Lot Coverage: 50% Minimum Lot Width: 45 feet Minimum Lot Depth: 65 feet	Minimum: 5.9 units/acre Maximum: 8.7 units/acre	• Front Yard: 10 feet • Rear and Through Yard: 5 feet • Side Yard: 0/5 feet • Street Side Yard: 8 feet • Garage/Carport from Public/Private Street: 18 feet • Garage/Carport from Alley: 5 feet	35 feet	10%

Zoning District	Lot Size	Net Density	Minimum Setback Requirements	Maximum Building Height	Minimum Landscaping Requirements
R-17	Minimum Lot Size: 2,000 s.f. Maximum Lot Size: 4,900 s.f. Maximum Lot Coverage: 65% Minimum Lot Width: 25 feet Minimum Lot Depth: 65 feet	Minimum: 8.8 units/acre Maximum Net Density: 21.8 units/acre	• Front Yard: 10 feet • Rear and Through Yard: 5 feet • Side Yard: 0/5 feet • Street Side Yard: 8 feet • Minimum Garage/Carport from Public/Private Street: 18 feet • Garage/Carport from Alley: 5 feet	35 feet	10%
R-18	Minimum Lot Size: 1,800 s.f. Maximum Lot Size: N/A Maximum Lot Coverage: 50% Minimum Lot Width: 20 feet Minimum Lot Depth: 50 feet	Minimum: 12 units/acre Maximum: 18 units/acre	• Front Yard: 10 feet • Rear and Through Yard: 0/5 feet • Side Yard: 0/5 feet • Street Side Yard: 10 feet • Garage/Carport from Public/Private Street: 18 feet • Garage/Carport from Alley: 5 feet	50 feet	10%
R-22	Minimum Lot Size: 1,500 s.f. Maximum Lot Size: N/A Maximum Lot Coverage: 50%	Minimum: 18.1 units/acre Maximum: 22 units/acre	• Front Yard: 10 feet • Rear and Through Yard: 0/5 feet • Side Yard: 0/5 feet • Street Side Yard: 10 feet	50 feet	10%

Zoning District	Lot Size	Net Density	Minimum Setback Requirements	Maximum Building Height	Minimum Landscaping Requirements
	Minimum Lot Width: 20 feet Minimum Lot Depth: 50 feet		- Garage/Carport from Public/Private Street: 18 feet - Garage/Carport from Alley: 5 feet		
R-30	Minimum Lot Size: 1,500 s.f. Maximum Lot Size: N/A Maximum Lot Coverage: 55% Minimum Lot Width: 20 feet Minimum Lot Depth: 60 feet	Minimum: 22.1 units/acre Maximum: 30 units/acre	- Front Yard: 10 feet - Rear and Through Yard: 0/5 feet - Side Yard: 0/5 feet - Street Side Yard: 10 feet - Garage/Carport from Public/Private Street: 18 feet - Garage/Carport from Alley: 5 feet	50 feet	10%
R-35	Minimum Lot Size: 1,200 s.f. Maximum Lot Size: N/A Maximum Lot Coverage: 60% Minimum Lot Width: 20 feet Minimum Lot Depth: 60 feet	Minimum: 30.1 units/acre Maximum: 35 units/acre	- Front Yard: 10 feet - Rear and Through Yard: 0/5 feet - Side Yard: 0/5 feet - Street Side Yard: 10 feet - Minimum Garage/Carport from Public/Private Street: 18 feet - Garage/Carport from Alley: 5 feet	60 feet	10%

Zoning District	Lot Size	Net Density	Minimum Setback Requirements	Maximum Building Height	Minimum Landscaping Requirements
R-50	Minimum Lot Size: 800 s.f. Maximum Lot Size: N/A Maximum Lot Coverage: 70% Minimum Lot Width: 20 feet Minimum Lot Depth: 60 feet	Minimum: 35.1 units/acre Maximum: 50 units/acre	• Front Yard: 10 feet • Rear and Through Yard: 0/5 feet • Side Yard Setback: 0/5 feet • Street Side Yard: 5 feet • Garage/Carport from Public/Private Street: 18 feet • Garage/Carport from Alley: 5 feet	70 feet	10%
Neighborhood Commercial (CN)	Minimum Lot Size, Width, Depth: None Maximum Lot Coverage: Determined by screening and buffering standards, stormwater standards, erosion control regulations, and all other applicable development standards.	N/A	• Front Yard, Rear Yard, Rear through-Street, Side Yard, Street Side Yard Setbacks: See 'Minimum Setbacks Adjacent to Residential District' • Minimum Setback between buildings on Site: None • Minimum Setbacks Adjacent to Residential District: Pursuant screening and buffering standards and additional ½ foot for each foot the building exceeds 20 feet to a	35 feet	15%

Zoning District	Lot Size	Net Density	Minimum Setback Requirements	Maximum Building Height	Minimum Landscaping Requirements
			maximum setback requirement of 40 feet. Minimum Setbacks Adjacent to Nonresidential Districts: Pursuant to screening and buffering standards.		
Community Commercial (CC)	Same as CN	N/A	Same as CN	50 feet	15%
General Commercial (GC)	Same as CN, CC	N/A	Minimum Setbacks Adjacent to Residential District: Pursuant screening and buffering standards.	None	15%
City Center (CX)	Minimum Lot Size, Width, Depth: None Maximum Lot Coverage: 100%	N/A	- Front Yard, Rear Yard, Rear through-Street, Street Side Yard: None - Side Yard: None except when abutting residentially zoned property when setback is 5 feet - Minimum Setback between buildings on Site: None - Minimum Setbacks Adjacent to	Varies from 40 feet to 300 feet	None

Zoning District	Lot Size	Net Density	Minimum Setback Requirements	Maximum Building Height	Minimum Landscaping Requirements
			Residential/Nonresidential Districts: N/A		
Waterfront Mixed-Use (WX)	Minimum Lot Size, Width, Depth: None Maximum Lot Coverage: 70%	N/A	• Front Yard, Rear Yard: 25 feet, except parking lots and driveways at 10 feet • Rear through-Street: N/A • Side Yard: 5 feet • Street Side Yard: None • Minimum Setback between buildings on Site: None • Minimum Setbacks Adjacent to Residential District: N/A	60 feet	20%
Central Park Mixed Use (CPX)	No established development standards	N/A	N/A	N/A	N/A
Mixed-Use District (MX)	• Minimum Lot Size, Width, Depth: None • Maximum Lot Coverage: 100%	N/A	• Front Yard, Rear Yard: 10 feet when abutting a Residential zone; otherwise same as abutting zone • Rear through-Street, Side Yard Street Side Yard: N/A • Minimum Setback between buildings on Site: None • Minimum Setbacks Adjacent to	35 to 75 feet	15%

Zoning District	Lot Size	Net Density	Minimum Setback Requirements	Maximum Building Height	Minimum Landscaping Requirements
			Residential/Nonresidential Districts: N/A		
Heights District (HX)	- Minimum Lot Size, Width, Depth: None - Maximum Lot Coverage: 100%	No maximum, 30-75 dwelling units per acre minimum depending on subdistrict	- Front Yard, Rear Yard, Rear through-street, Side Yard, Street Side Yard: None - Minimum Setback between buildings on Site: None - Minimum Setbacks Adjacent to Residential/Nonresidential Districts: N/A	35 to 85 feet (subject to additional development standards of VMC Chapter 20.600, Plan Districts)	None
Office Commercial Industrial (OCI)	- Minimum Lot Size, Width, Depth: None - Maximum Lot Coverage: 100%	N/A	Minimum Setbacks Adjacent to Residential District: Subject to screening and buffering standards plus an additional ½ foot for each foot the building exceeds 20 feet in height to a maximum setback requirement of 40 feet. Buildings in excess of 20 feet may be stepped.	35 to 75 feet	15%

Zoning District	Lot Size	Net Density	Minimum Setback Requirements	Maximum Building Height	Minimum Landscaping Requirements
			Minimum Setbacks Adjacent to Nonresidential Districts: Subject to buffering and screening standards.		
Light Industrial (IL)	- Minimum Lot Size, Width, Depth: None - Maximum Lot Coverage: 75%	N/A	- Minimum Setbacks Adjacent to Residential District: Subject to screening and buffering standards plus an additional ½ foot for each foot the building exceeds 20 feet in height to a maximum setback requirement of 40 feet. Buildings in excess of 20 feet may be stepped. - Minimum Setbacks Adjacent to Nonresidential Districts: Subject to buffering and screening standards.	45 feet	10%
Heavy Industrial (IH)	- Minimum Lot Size, Width, Depth: None - Maximum Lot Coverage: 75%/100% – see Footnote 1 of	N/A	Same as IL	45 feet (or greater – see Footnote 2 of VMC	None

Zoning District	Lot Size	Net Density	Minimum Setback Requirements	Maximum Building Height	Minimum Landscaping Requirements
	VMC Table 20.440.040-1			Table 20.440.040-1)	
Employment Center Mixed-Use (ECX)	No established development standards	N/A	Any development adjacent to the Principal Arterial streets bordering the Section 30 Plan District shall provide a 20-foot maximum setback. All other street setbacks shall be a landscaped 10-foot maximum from the back of sidewalk.	N/A	Per Section 30 Design Guidelines
Natural Areas (NA)	Minimum Lot Size, Width, Depth, Coverage: None	N/A	Front Yard, Rear and Through Yard, Side Yard, Street Side Yard: 20 feet	12 feet	None
Greenway (GW)-Vancouver Lake	Maximum Lot Coverage: 5%	N/A	Minimum Front Yard, Rear and Through Yard, Side Yard, Street Side Yard Setback: 20 feet	35 feet (Barns, silos, and similar features may exceed 35 feet)	None
GW – Lettuce Fields	- Minimum/Maximum Lot Size, Width, Depth: None - Maximum Lot Coverage: 5%	N/A	Minimum Front Yard, Rear and Through Yard, Side Yard, Street Side Yard Setback: 20 feet	12 feet (except existing single-family	None

Zoning District	Lot Size	Net Density	Minimum Setback Requirements	Maximum Building Height	Minimum Landscaping Requirements
				residential, which is 35 feet)	
GW – General	- Minimum/Maximum Lot Size, Width, Depth: None - Maximum Lot Coverage: 5%	N/A	Minimum Front Yard, Rear and Through Yard, Side Yard, Street Side Yard Setback: 20 feet	35 feet	None
Park	Development standards are subject to the most restrictive zoning district standards located adjacent to the subject property.	N/A	N/A	N/A	N/A

Source: Vancouver Municipal Code Chapter 20.410

Key: s.f. = square feet



CITY OF
Vancouver
WASHINGTON

bae

Green Building Program - Financial Analysis

Rebecca Small, Senior Policy Analyst
Chad Eiken, Community Development Director
Chim Chune Ko, Real Estate Project Manager
Matt Fairris, Vice President, BAE
July 14, 2025

Context and Workshop Purpose

Overall Goal of Program

- To ensure that we enable the construction of new buildings that advance the city's climate and resilience goals.

We must balance standards against cost and feasibility to drive sustainable development across Vancouver.

Purpose of Workshop

- Update Council on the findings from the Financial Analysis; input from TAG
- Confirm Council is in alignment with the planned approach for reworking the Program based on the findings
 - Refine more expensive measures to reduce cost burden through flexibility
 - Start with some measures being optional and transition them to required over time
- Confirm if Council wants staff to explore funding incentives to further reduce the cost impact of the proposed measures



Overview of Financial Analysis

- Conducted by BAE Urban Economics
- Used four prototypes of development for the analysis
- Study included estimate of cost impacts for measures and assessment of the value of incentives
- Also conducted stakeholder interviews with local developers



Prototype 1: Garden-Style Apartment
of Units: 40



Prototype 2: Podium Apartment
of Units: 200



Prototype 3: Office Total SF: 60,000



Prototype 4: Industrial
Total SF: 25,000



Green Building Measures

Sorted by Program Goal

GHG Reduction/Energy Efficiency	Protection from Climate Hazards	Protection for Local Ecology
Improved Energy Efficiency	Indoor temperature control (AC)	Dark Sky Lighting
All-Electric Ready	Air Filtration Standard	Bird Friendly Design
Lower Carbon Building Materials	Cool Roofing	Climate Adapted Vegetation
Renewable Energy Generation	Cool Site Surfaces	
Sustainable Building Materials		
EV Chargers on Commercial Meter		
Bike Parking		





Notes

- Total costs assume a “worst-case scenario;”
- Analysis assumes that all measures are mandated; the City is **not** proposing to require implementation of all measures.
- Subsequent revisions, education, or approaches can mitigate costs.



Table 1: Measure impacts as a percentage of total project cost

	Garden-Style Apartment  # of Units: 40	Podium Apartment  # of Units: 200	Office  Total SF: 60000	Industrial  Total SF: 25000
Green Building Policy				
	<u>% of Baseline</u>	<u>% of Baseline</u>	<u>% of Baseline</u>	<u>% of Baseline</u>
Bike parking	2.67%	2.33%	0.51%	0.12%
Lower Carbon Building Materials	0.29%	1.86%	2.81%	1.29%
Indoor Temperature Control	1.30%	0.98%	0.95%	2.77%
Bird Friendly Design	2.05%	0.88%	1.99%	1.36%
Improved Energy Efficiency	1.07%	0.81%	0.80%	0.80%
Air Filtration Standard	1.04%	0.80%	0.68%	3.95%
Renewable Energy Generation	0.66%	0.53%	0.70%	1.05%
Sustainable Building Materials	0.82%	0.39%	0.83%	0.75%
Cool Roofing	0.45%	0.12%	0.59%	1.69%
Dark Sky Lighting	0.07%	0.05%	0.06%	0.09%
EV Chargers on Commercial Meter	0.10%	0.02%	0.06%	0.23%
Cool Site Surfaces	0.33%	0.01%	0.40%	0.98%
Climate Adapted Vegetation	0.01%	0.00%	0.01%	0.04%
All Electric Ready	0.00%	0.00%	0.00%	0.00%
Total Cost Impact*	10.9%	8.8%	10.4%	15.1%

*Total cost impact shown here assumes that all measures are required. Ultimately, only some policies will be required while others are incentivized.



Recommendations

- City should require certain low-cost Green Building measures, while incentivizing others.
- Different building types (e.g., industrial) will likely warrant different GBP requirements
- Look for opportunities to rework the expensive measures to allow lower cost solutions
- City should provide educational resources to the development community that would reduce the impact of these Green Building measures over time:
 - Bird-Friendly Design Education
 - Research and collaboration with low-carbon and sustainable product manufacturers
 - Shared resources, like parking or community solar
- City could explore other mechanisms to further off-set cost of Green Building Policies, including those identified as “other possible incentives.”





Refining proposed measures for cost efficiency

Exploring modifications that maintain outcomes while lowering costs and streamlining processes

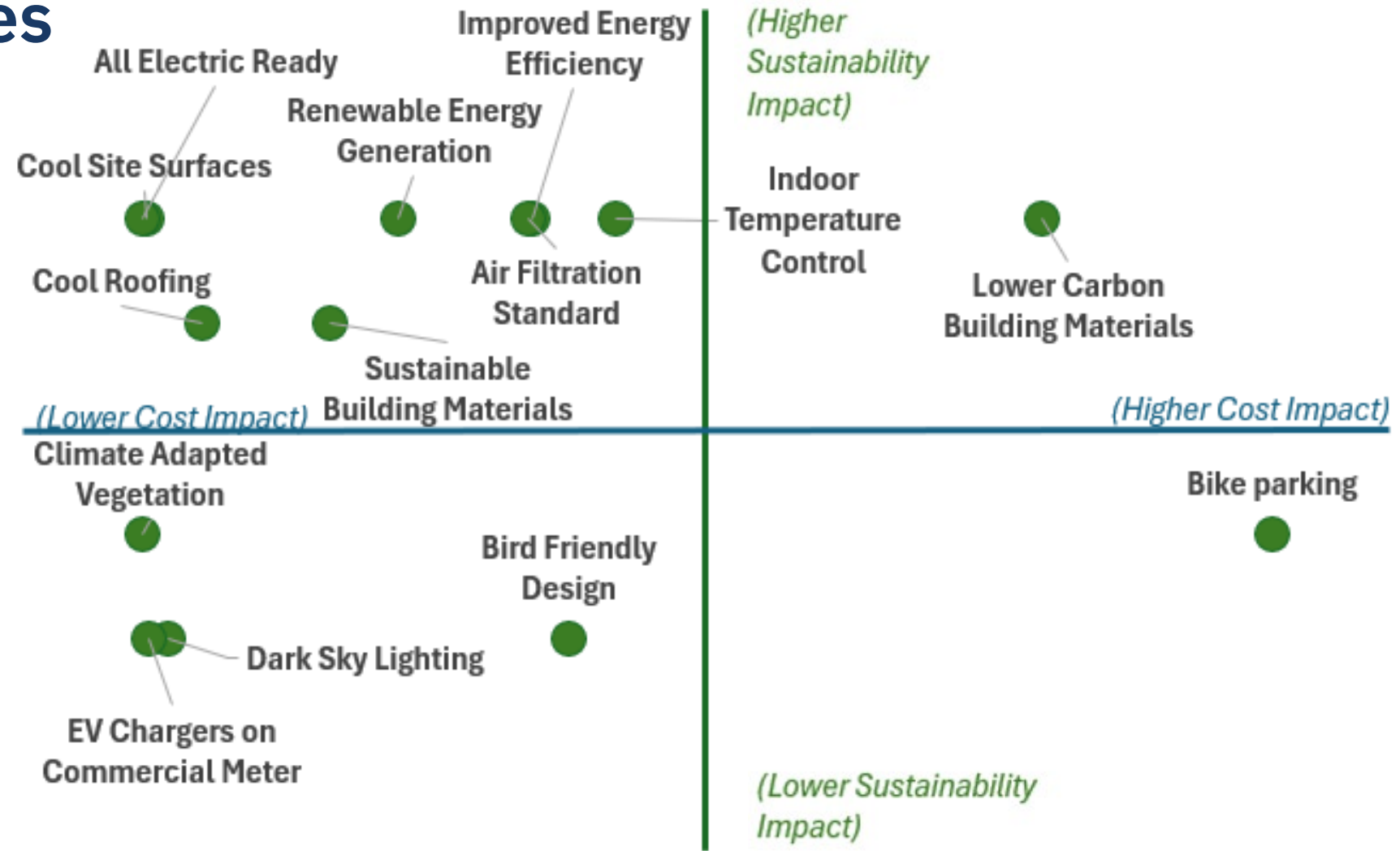
- **Bike Parking:** Proposed some in-unit and non-ground floor bike storage in lieu of requiring all spaces be in a centralized ground floor location
- **Bird-friendly Design:** Use “Threshold Values” instead of specific product requirement
- **Air Filtration:** “MERV-13-Capable or Equivalent” to allow for use of lower-grade filters during non-hazard conditions
- **EV Commercial Meter:** Change from requiring a commercial meter to require tracking electrical usage for EV chargers independently of other building uses
- **Energy Benchmarking:** Removed policy altogether – objectives could be addressed by other regional partners



Relative Climate Impact of Measures

Metrics

- Strongest priorities are GHG reduction and protection from climate hazards (heat, smoke)
- Impact rankings are directional and intended to support prioritization; exact values vary depending on how each measure is implemented locally.



Required vs. Incentivized Measures

Proposed split based on relative cost vs. impact toward City climate goals

Required	Incentivized
Dark Sky Lighting	Indoor/Secure Bike Storage/Parking**
EV Chargers on Commercial Meter**	Bird Friendly Design**
Cool Site Surfaces	Renewable Energy Generation/Solar Ready
Electrification (All-Electric Ready)*	Sustainable Building Materials
Climate Adapted Vegetation	Cool Roofing
10%+ Improved Energy Efficiency over State Standard	Low Carbon Building Materials
Air Filtration – MERV 13 or Equivalent**	
Indoor Temperature Control**	

*Except for restaurant space or light/heavy manufacturing uses

** Measure needs further refinement to reduce cost impact





Development Agreements – Proposed Policy

During the interim period between adoption of the Green Building Program and code amendments, staff recommends that Council enact the following measure when adopting the GBP:

For Development Agreements that involve new development, City should at a minimum insist on all 'required' GBP measures as shown on Slide 10.



Current Proposed Incentives

Incentives may be phased out as optional measures made required		Estimated Project Value
1.	Expedited Land Use, Engineering, Building Permit Review	0.07% - 0.11%
2.	20% Building Permit Fee Rebate (up to \$20,000)	0.00% - 0.02%
3.	Transportation Impact Fee Deferral to Temp Occupancy	0.01% - 0.03%
4.	Park Impact Fee Deferral to Temp Occupancy	0.04% - 0.05%
5.	SDC Deferral to Temp Occupancy	0.03% - 0.09%
6.	12-Foot Height Bonus if Allowed by FAA	0.56% - 1.59%
7.	Eligibility for New Green Building Design Award Program	0.00%



Incentives

Current incentives unlikely to drive voluntary adoption

Other possible incentives that the City could explore:

- Full waiver of impact fees, SDC's
- Construction sales tax rebate
- Tax Increment Financing to fund sustainable infrastructure or district energy
- Downtown Design Guidelines Exemption

Future/long term efforts:

- Develop a new green building funding source
- City could fund/develop resources that could be shared by new developments:
 - District EV and bike parking facilities
 - Community solar installations





Next Steps

- **Q3 2025:** Staff to refine green building measures and incentives
- **Q3-4 2025:** Council adoption of Green Building Program; incentives
- **Q1-2 2026:** Council adoption of required GBP measures in Title 20 VMC
- **Q1 2027:** Council adoption of required GBP measures in Title 11 VMC

Discussion

Questions for Council

- Is Council supportive of staff revising several of the measures to allow greater flexibility and improve cost-effectiveness?
- Is Council in favor of the policies that are proposed to be required versus incentivized? Are there any further suggested revisions to the list?
- Understanding that the current list of incentives is limited, does Council want staff to pursue possible funding measures (revolving loan fund, grants program, etc.) to support these policies, or revisit this following adoption of the program?
- Is Council comfortable with the proposed timeline and next steps?



DATE: July 14, 2025

TO: Mayor and City Council

CC: Rebecca Small, Senior Policy Analyst, CMO
Chad Eiken, Director, CDD
Chim Chune Ko, Real Estate Project Manager, EP&H

FROM: Lon Pluckhahn, City Manager

RE: **GREEN BUILDING PROGRAM – FINANCIAL ANALYSIS OF PROPOSED POLICIES AND INCENTIVES**

Introduction

The purpose of today's workshop is to present the financial analysis of the draft Green Development Program (GBP), which is currently under development.

In January 2025, following a presentation of the proposed building policies and incentives, City Council requested a more detailed cost analysis that better reflects local market conditions. An earlier study focused on long-term cost savings for building owners through energy efficiency and resource conservation. However, because developers typically bear the up-front costs, a deeper analysis of potential development barriers was needed.

The GBP is intended to support the City's 2040 carbon neutrality target by reducing building energy use and life-cycle carbon emissions, protecting residents from climate hazards, and minimizing ecological impacts. While the City is committed to advancing its climate goals, those standards need to be balanced against cost and feasibility to ensure that Vancouver remains an attractive environment for new development needed to achieve the City's housing and economic development goals.

Approach

In March, the City hired BAE Urban Economics, a consulting firm specializing in urban economics and real estate development, to assess the economic impacts of the GBP. BAE has completed similar analyses in cities like Portland, where its work helped identify strategies to reduce housing development costs.

To evaluate the net cost or benefit of the proposed green building policies, BAE:

- Conducted market research and a financial analysis of prototypical developments in Vancouver;
- Estimated the cost impact of each proposed policy on development;
- Projected future operating costs and savings; and
- Held one-on-one interviews with local developers and construction firms active in the regional market

The analysis was designed to present a "worst-case scenario" for cost impacts by applying the industry standard solution to comply with measures, acknowledging that more affordable alternatives may be

options for some projects, to help guide prioritization conversations. The report is included as **Attachment A**. Summary tables for the findings are provided as **Attachments B** and **C** for reference.

Conclusions

The BAE analysis provided essential context for evaluating proposed policies. By comparing each policy's cost to its importance in advancing the GBP's core goals—reducing GHG emissions and protecting human health from climate hazards—staff and stakeholders were better equipped to prioritize individual policies. Based on this evaluation, staff developed recommendations for which policies should be required and which should be incentivized.

Table 1: Proposed mix of required vs incentivized policies

Required	Incentivized
Dark Sky Lighting	Indoor/Secure Bike Storage/Parking**
EV Chargers on Commercial Meter**	Bird Friendly Design**
Cool Site Surfaces	Renewable Energy Generation/Solar Ready
Electrification (All-Electric Ready)*	Sustainable Building Materials
Climate Adapted Vegetation	Cool Roofing
10%+ Improved Energy Efficiency over State Standard	
Air Filtration – MERV 13 or Equivalent**	
Indoor Temperature Control**	

*Except for restaurant space or light/heavy manufacturing

**Measure needs further refinement to reduce cost impact

Policy Revisions Following Financial Analysis

In response to the high cost of several proposed policies, staff has explored adjustments to reduce the financial burden while preserving positive outcomes. Staff initiated consultations with subject matter experts from organizations such as the American Bird Conservancy and the Southwest Washington Clean Air Agency, members of the Technical Advisory Group, and one-on-one meetings with key stakeholders such as the Vancouver Housing Authority to consider particular concerns and recommendations.

These discussions revealed that:

- Several proposed measures could be refined to reduce costs while achieving desired outcomes such as bike storage, bird-friendly glass, air filtration, etc.
- Opportunities exist to better tailor some policies to specific building types, such as large industrial buildings where temperature control could be required for office space and not storage or manufacturing areas.
- The estimated costs of some measures may be lowered through greater building industry education and by improving awareness of compliance pathways, product choices, and cost-effective strategies.

With Council's approval, staff will move forward with revising the original policy proposal to reflect the insights gained from the financial analysis and stakeholder input.

Incentives

As noted at previous workshops, the City is fairly limited in the range of incentives that can be made available to offset the costs of providing green building measures. BAE's analysis of the financial 'value' to a project from the list of incentives further indicates that, while any savings can help to make projects more viable, the identified incentives will not be able to fully offset the estimated increase in costs of implementing the green building measures.

Some of the below incentives, particularly the 20% rebate (up to \$20,000) on building permit fees, would have a financial impact on the city during the period that the incentives are in effect. A new green building design award program would also require some city investment in marketing, staffing, and award presentation costs, but there may be partner agencies or associations that would be willing to help sponsor this program.

Table 2: Proposed Green Building Incentives and Estimated Value to Projects

Incentives (would be phased out as optional measures made required)		Estimated Value to a Project
1.	Expedited Land Use, Engineering, Building Permit Review	0.07% - 0.11%
2.	20% Building Permit Fee Rebate (up to \$20,000)	0.00% - 0.02%
3.	Transportation Impact Fee Deferral to Temp Occupancy	0.01% - 0.03%
4.	Park Impact Fee Deferral to Temp Occupancy	0.04% - 0.05%
5.	SDC Deferral to Temp Occupancy	0.03% - 0.09%
6.	12-Foot Height Bonus if Allowed by FAA	0.56% - 1.59%
7.	Eligibility for New Green Building Design Award Program	0.00%

It is worth noting that staff considered a couple of other incentives including a reduction in minimum required parking and an increase residential density. However, these were ultimately not included in the GBP because the forthcoming amendments to the Land Use and Development Code (VMC Title 20) are intended minimize parking and increase density as much as the market will bear, and therefore were seen as not being particularly meaningful incentives.

Some of the above incentives in Table 2 would require Council amendments to city codes (e.g. SDC and impact fee deferrals, building fee rebates, height bonus, etc.), which staff will propose separately following adoption of the Green Building Program.

Staff recommends that for a development to be eligible for the above incentives, *all* green building measures in the 'required' column of Table 1 above be incorporated into the project. As green building measures are made required through adoption of updates to VMC 11 (Building Code and VMC 20 (Land Use and Development Code), the intent is that incentives would shift to apply to only the measures shown in the 'incentivized' column of Table 1.

Next Steps

The additional financial analysis conducted by the city's consultant has helped staff to better understand the relative cost impacts on new construction and estimated value of proposed incentives. Further refinement of the incentives is needed to ensure that incentives are balanced with the optional measures, and staff will continue to work on this during the summer.

Once the incentive program is further defined, staff plans to return to Council in the fall of 2025 to recommend adoption of the overall Green Building Program, after which green building measures will become optional and eligible for the incentives program until such measures are made mandatory. Then, in early 2026, required green building measures related to site development (versus buildings) will be included in the forthcoming update of the Land Use and Development Code (VMC Title 20) as part of the Comprehensive Plan Update that will be brought to Council for adoption. Lastly, required green building measures related to the Building Code (VMC 17) will be brought to Council for adoption in early 2027, following the anticipated update to the State Building Code in late 2026. At that time, staff will recommend whether additional 'phasing in' of required measures is warranted.

Council Input Requested

At the July 14 workshop, staff will be seeking Council direction on the following:

1. Is Council supportive of staff revising several of the measures to allow greater flexibility and improve cost-effectiveness?
2. Is Council in favor of the policies that are proposed to be required versus incentivized? Are there any suggested revisions to this list?
3. Understanding that the current list of incentives is limited, does Council want staff to pursue possible funding measures (e.g. revolving loan fund, grants program, etc.) to support the GBP, or should staff revisit this later once the program has been in place for a period of time?
4. Is Council comfortable with the proposed timeline and next steps?

Staff contact info

- Chad Eiken, Community Development Director, CDD, chad.eiken@cityofvancouver.us
- Rebecca Small, Senior Policy Analyst, CMO, rebecca.small@cityofvancouver.us
- Chim Chune Ko, Real Estate Project Manager, Economic Prosperity & Housing, chimchune.ko@cityofvancouver.us

Attachment(s):

Attachment A: Green Building Program Policy Development Cost Impacts (BAE report)

Attachment B: Table 1: Proposed Green Building Policies Net Cost Impact and Table 2: Proposed Green Building Incentives Net Cost Impact

Green Building Policy Development Cost Analysis

June 30, 2025



Introduction

City of Vancouver Green Building Policy Overview

The Green Building Policies are designed to align future development in the City with sustainability and climate resiliency goals. They aim to boost energy efficiency, reduce greenhouse gas emissions to help achieve the City's goal of carbon neutrality by 2040, offer safe refuge for residents during climate-related hazardous conditions, and protect the City's local ecology.

BAE Analysis Overview

To further understand the potential implications of the Green Building Policies on development costs, and to inform which policies to require, BAE conducted the following analysis:

- Market Research and Financial Analysis of Prototypical Development in the City of Vancouver
- Development Cost and Operating Cost Implications of Individual Green Building Policies
- Valuation of Potential City Incentives



Development Prototypes

**Prototype 1
Garden-Style
Apartment**



**Prototype 2
Podium
Apartment**



**Prototype 3
Office**



**Prototype 4
Industrial**



Prototype Example Image

Development Description

Site Size Sf - Acres	67,224	1.54	39,204	0.9	126,324	2.90	90,071	2.07
# of Units		40		200		n.a.		n.a.
Average Unit Size		945		775		n.a.		n.a.
Total Building SF		44,491		206,667		60,000		25,000
Livable/Leasable SF		37,817		155,000		54,000		25,000
Circulation (% -SF)	15%	6,674	25%	51,667	10%	6,000	0%	0
Density	DU/Acre	26	DU/Acre	222	FAR	0.41	FAR	0.25
Parking Type		Surface		Podium		Surface		Surface
# of Parking Spaces		60		200		180		50
Parking Ratio	1.50	Per Unit	1.00	Per Unit	3.00 Per 1,000 SF		2.00 Per 1,000 SF	

Baseline Development Costs

Prototype 1
Garden-Style
Apartment



Prototype 2
Podium
Apartment



Prototype 3
Office



Prototype 4
Industrial



Prototype Example Image

Development Description

Site Size Sf - Acres	67,224	1.54	39,204	0.9	126,324	2.90	90,071	2.07
# of Units		40		200		n.a.		n.a.
Average Unit Size		945		775		n.a.		n.a.
Total Building SF		44,491		206,667		60,000		25,000
<i>Livable/Leasable SF</i>		<i>37,817</i>		<i>155,000</i>		<i>54,000</i>		<i>25,000</i>

Baseline Development Costs

	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>	<u>Per SF</u>	<u>Total</u>	<u>Per SF</u>
Site Acquisition	\$800,000	\$20,000	\$4,000,000	\$20,000	\$1,450,000	\$24	\$1,351,061	\$54
Site Preparation Costs	\$1,008,366	\$25,209	\$784,080	\$3,920	\$1,894,860	\$32	\$900,708	\$36
Hard Cost	\$10,455,328	\$261,383	\$62,000,000	\$310,000	\$10,800,000	\$180	\$2,875,000	\$115
Commercial TI's	n.a.	n.a.	n.a.	n.a.	\$4,500,000	\$75	\$375,000	\$15
Parking Cost	\$300,000	\$7,500	\$12,000,000	\$60,000	\$900,000	\$15	\$250,000	\$10
Soft Costs	\$2,588,013	\$64,700	\$14,956,816	\$74,784	\$3,980,869	\$66	\$660,106	\$26
Impact Fees	\$481,286	\$12,032	\$2,422,896	\$12,114	\$357,245	\$6	\$200,550	\$8
Financing Costs	\$633,136	\$15,828	\$5,019,750	\$25,099	\$967,260	\$16	\$267,803	\$11
<u>Developer Fee</u>	<u>\$468,990</u>	<u>\$11,725</u>	<u>\$2,884,914</u>	<u>\$14,425</u>	<u>\$716,489</u>	<u>\$12</u>	<u>\$198,373</u>	<u>\$8</u>
Total Baseline Development Costs	\$16,735,119	\$418,378	\$104,068,456	\$520,342	\$25,566,724	\$426	\$7,078,601	\$283
<i>Per Total Bldg SF</i>	<i>\$376</i>		<i>\$504</i>		<i>\$426</i>		<i>\$283</i>	

List of Considered Policies (page 1 of 2)

Green Building Policy	Policy Description
Bike Parking	Provide bike parking to accommodate 1 Stall per residential unit, 1 stall per 4,000 SF (office), or 40,000 SF (industrial).
Lower Carbon Building Materials	Use building materials with lower carbon emissions
Indoor Temperature Control	Ensure all regularly occupied spaces retain a certain temperature
Bird Friendly Design	Bird friendly windows or design for the first 40 feet above grade
Improved Energy Efficiency	Local amendments to the Washington State Energy Code, aligning with City of Seattle
Air Filtration Standard	Ensure safe indoor air quality, especially during wildfire season
Sustainable Building Materials	Bio-based, wood, reused material, or recycle content used as building material

List of Considered Policies (page 2 of 2)

Green Building Policy	Policy Description
Renewable Energy Generation	Buildings over 10,000 SF to provide on-site renewable energy generation
Cool Roofing	Highly reflective roof, green roof, water capture system, or solar roofing
DarkSky Lighting	All outdoor light fixtures must meet “DarkSky” standards
EV Chargers on Commercial Meter	EV chargers on a commercial meter for lower rates and separate metering
Cool Site Surfaces	50% of non-building site surface is required to be highly reflective, permeable, or vegetated
All Electric Ready	Residential and non-residential buildings to be 100% electric capable
Climate Adapted Vegetation	All vegetation must be drought resistant and native to the Pacific Northwest

General Approach and Methodology

- Review Green Building Policy and Identify Implications to Prototypes
- Estimate Green Building Policy Impact on Development Costs
 - Increase Cost of Construction
 - Longer Project Timeline
 - Material Premiums
 - Foregone Revenue, Etc.
- Identify Future Operating Cost/Savings
 - Maintenance and Replacement Costs
 - Energy Use Increase
 - Energy Generation
 - Water Savings, Etc.
- Conduct Stakeholder Interviews
 - Feedback on Development Cost and Operating Cost Implications
- Calculate Net Benefit/Cost of Green Building Policy on Development
 - Add in Financing and Capital Costs to Green Building Policy Development Cost Impacts



Development Cost Impact of Green Building Policies

Bike Parking Requirement

Overview

Policy Description

Provide 1 bike parking stall per unit for residential and 1 stall per 4,000 SF (office) or 40,000 SF (industrial).

Calculation Methodology

- Determine the required bike parking spaces and associated bike parking room size*
- Estimate Development Cost
 - Approximate annual foregone rent from bike parking room, assuming the bike room replaces other revenue-generating uses
- Estimate Operating Cost/Savings
 - Determine the number of E-bike stalls
 - Apply annual cost of energy
 - Estimate Current value using cap rate

Calculation Assumptions

Prototype 1 Example:

Net Bike Parking SF: 765

Annual Rent Net of Operating Expenses per SF: \$27.30

Cap Rate: 5%

Estimated Annual E-Bike Charging Costs: \$13.23

of E-Bike Stalls: 8

Calculation Example (Prototype 1)

Development Cost/Value Lost

$(765 \times \$27.30) / 5\%$

=

\$417,567 Value of Foregone Revenue

Operating Cost/Savings

$(\$13.23 \times 8) / 5\%$

=

\$2,118 Value of Additional Operating Costs

=

\$419,685 Net Cost

+

\$27,500 Financing Costs

* While City code would allow bike parking requirement be met with a mix of in unit, patio, or dispersed bike storage rooms, this analysis assumes the provision of one concentrated bike room.

Bike Parking Requirement

Development Cost Impact

Prototype Example Image



**Garden Style
Apartment**



**Podium
Apartment**



Office



Industrial

Prototype Description

Total Development Cost Impact	\$417,567	\$2,248,439	\$121,622	\$7,819
Add'l Financing Costs and Fees	\$27,500	\$170,783	\$8,010	\$515
Total Value of Operating Costs / (Savings)	\$2,118	\$10,588	\$794	\$66
Net Impact	\$447,184	\$2,429,809	\$130,425	\$8,400
<i>Cost Impact per Unit / SF</i>	<i>\$11,180</i>	<i>\$12,149</i>	<i>\$2.17</i>	<i>\$0.34</i>
<i>% of Total Costs</i>	<i>2.67%</i>	<i>2.33%</i>	<i>0.51%</i>	<i>0.12%</i>

Low Carbon Building Materials

Overview

Policy Description

A 20 to 40 percent reduction in carbon emissions for building materials, material transportation, and manufacturing. Completed with a Whole Building Life Cycle Assessment.

Calculation Methodology

- Identify component of project impacted by Low Carbon Requirements (i.e., podium parking, and foundation, etc.)
- Estimate Development Cost
 - Increase costs for low carbon materials (i.e., concrete, etc.)
- Estimate Operating Cost/Savings
 - No operating savings are associated with low carbon concrete.

Calculation Assumptions

Prototype 1 Example:

Parking Cost per Stall: \$5,000

Low Carbon Concrete Cost Increase: 15%

of Parking Stalls: 60

Calculation Example (Prototype 1)

Development Cost

$\$5,000 \times 12\% \times 60$

=

\$45,000 Low Carbon Concrete Costs

Operating Cost/Savings

\$0 Operating Savings

=

\$45,000 Net Cost

+

\$2,964 Financing Costs

Low Carbon Building Materials

Development Cost Impact

Prototype Example Image



**Garden Style
Apartment**



**Podium
Apartment**



Office



Industrial

Prototype Description

Total Development Cost Impact	\$45,000	\$1,800,000	\$675,000	\$85,417
Add'l Financing Costs and Fees	\$2,964	\$136,721	\$44,454	\$5,625
Total Value of Operating Costs / (Savings)	\$0	\$0	\$0	\$0
Net Impact	\$47,964	\$1,936,721	\$719,454	\$91,042
<i>Cost Impact per Unit / SF</i>	<i>\$1,199</i>	<i>\$9,684</i>	<i>\$11.99</i>	<i>\$3.64</i>
<i>% of Total Costs</i>	<i>0.29%</i>	<i>1.86%</i>	<i>2.81%</i>	<i>1.29%</i>

Indoor Temperature Control

Overview

Policy Description

Ensure all regularly occupied spaces are equipped with operable windows, and air conditioning to ASHRAE standard 55-2017.

Calculation Methodology

- Estimate Development Cost
 - Increase hard costs for HVAC associated with policy.
- Estimate Operating Cost/Savings
 - Identify costs to cool common areas
 - Estimate value using cap rate

Calculation Assumptions

Additional Hard Cost per Building SF: \$4.50

Building SF: 44,491

Annual Operating Costs: \$5 per unit

Number of Units: 40

Cap Rate: 5%

Calculation Example (Prototype 1)

Development Cost

$\$4.50 \times 44,491$

=

\$200,208

Indoor Temperature Control Costs

Operating Cost/Savings

$(\$5 \times 40) / 5\%$

=

\$4,000 Operating Costs

=

\$204,208 Net Cost

+

\$13,185 Financing Costs

Indoor Temperature Control

Development Cost Impact

Prototype Example Image



Garden Style
Apartment



Podium
Apartment



Office



Industrial

Prototype Description

Total Development Cost Impact	\$200,208	\$930,000	\$210,000	\$125,000
Addt'l Financing Costs and Fees	\$13,185	\$70,639	\$13,830	\$8,232
Total Value of Operating Costs / (Savings)	\$4,000	\$20,000	\$20,000	\$62,500
Net Impact	\$217,394	\$1,020,639	\$243,830	\$195,732
<i>Cost Impact per Unit / SF</i>	<i>\$5,435</i>	<i>\$5,103</i>	<i>\$4.06</i>	<i>\$7.83</i>
<i>% of Total Costs</i>	<i>1.30%</i>	<i>0.98%</i>	<i>0.95%</i>	<i>2.77%</i>

Bird Friendly Design

Overview

Policy Description

The first 40 feet above grade and 12 feet above a green roof required to include bird friendly windows or design.

Calculation Methodology

- Determine building square foot below 40 feet.
- Estimate Development Cost
 - Apply an additional cost per building square foot with bird friendly design.
- Estimate Operating Cost/Savings
 - Limited operating costs or savings

Calculation Assumptions

Required Square Feet of Bird Friendly Design: 44,491

Additional Cost for Bird-Friendly Design: \$7.22 per SF

Calculation Example (Prototype 1)

Development Cost

44,491 X \$7.22

=

\$321,313 Bird Friendly Design Costs

Operating Cost/Savings

\$0 Operating Savings

=

\$321,313 Net Cost

+

\$21,161 Financing Costs

Bird Friendly Design

Development Cost Impact

Prototype Example Image



<u>Prototype Description</u>	<u>Garden Style Apartment</u>	<u>Podium Apartment</u>	<u>Office</u>	<u>Industrial</u>
Total Development Cost Impact	\$321,313	\$852,885	\$476,653	\$90,275
Add'l Financing Costs and Fees	\$21,161	\$64,782	\$31,391	\$5,945
Total Value of Operating Costs / (Savings)	\$0	\$0	\$0	\$0
Net Impact	\$342,474	\$917,667	\$508,044	\$96,220
<i>Cost Impact per Unit / SF</i>	\$8,562	\$4,588	\$8.47	\$3.85
<i>% of Total Costs</i>	2.05%	0.88%	1.99%	1.36%

Improved Energy Efficiency

Overview

Policy Description

Amendments to the current Washington State Energy Code requiring improved energy efficiency.

Calculation Methodology

- Estimate Development Cost
 - Apply a percent increase applied to total project costs
- Estimate Operating Cost/Savings
 - No operating costs or savings apply

Calculation Assumptions

Percent Increase to Total Project Costs: 1.0%
Total Project Costs: \$16,735,119

Calculation Example (Prototype 1)

$$\begin{aligned} & \text{Development Cost} \\ & 1.0\% \times \$16,735,119 \\ & = \\ & \mathbf{\$167,351 \text{ Development Costs}} \\ & \text{Operating Cost/Savings} \\ & \mathbf{\$0 \text{ Operating Savings}} \\ & = \\ & \mathbf{\$167,351 \text{ Net Cost}} \\ & + \\ & \$11,021 \text{ Financing Costs} \end{aligned}$$

Note: Total project costs include the 2021 Washington State Energy Code updates. The percent increase is the incremental costs of the specific amendments made by the City of Vancouver to the 2021 Washington State Energy Code.

Improved Energy Efficiency

Development Cost Impact

Prototype Example Image



Garden Style
Apartment



Podium
Apartment



Office



Industrial

Prototype Description

Total Development Cost Impact	\$167,351	\$780,513	\$191,750	\$53,090
Add'l Financing Costs and Fees	\$11,021	\$59,285	\$12,628	\$3,496
Total Value of Operating Costs / (Savings)	\$0	\$0	\$0	\$0
Net Impact	\$178,372	\$839,798	\$204,379	\$56,586
<i>Cost Impact per Unit / SF</i>	<i>\$4,459</i>	<i>\$4,199</i>	<i>\$3.41</i>	<i>\$2.26</i>
<i>% of Total Costs</i>	<i>1.07%</i>	<i>0.81%</i>	<i>0.80%</i>	<i>0.80%</i>

Air Filtration Standard

Overview

Policy Description

Ensure safe indoor air quality during wildfires by complying with MERV-13 rated filtration and EPA Indoor AirPlus program requirements.

Calculation Methodology

- Estimate Development Cost
 - Apply additional hard cost per square foot for air filtration material costs
- Estimate Operating Cost/Savings
 - Calculate filter replacement costs and wages to replace filters
 - Estimate value using cap rate

Calculation Assumptions

Increase to Hard Cost per Bldg SF:
\$2.50

Building SF: 44,491

Filter Replacement Costs: \$11.50

Number of Replacements
per Year: 6

Cap Rate: 5%

Calculation Example (Prototype 1)

Development Costs

$\$2.50 \times 44,491$

=

\$111,227 Air Filtration Costs

Operating Cost/Savings

$(\$11.50 \times 6) / 5\%$

=

\$55,200 Operating Costs

=

\$166,427 Net Cost

+

\$7,325 Financing Costs

Air Filtration Standard

Development Cost Impact

Prototype Example Image



**Garden Style
Apartment**



**Podium
Apartment**



Office



Industrial

Prototype Description

Total Development Cost Impact	\$111,227	\$516,667	\$150,000	\$250,000
Add'l Financing Costs and Fees	\$7,325	\$39,244	\$9,879	\$16,464
Total Value of Operating Costs / (Savings)	\$55,200	\$276,000	\$15,000	\$13,000
Net Impact	\$173,752	\$831,911	\$174,879	\$279,464
<i>Cost Impact per Unit / SF</i>	<i>\$4,344</i>	<i>\$4,160</i>	<i>\$2.91</i>	<i>\$11.18</i>
<i>% of Total Costs</i>	<i>1.04%</i>	<i>0.80%</i>	<i>0.68%</i>	<i>3.95%</i>

Sustainable Building Materials

Overview

Policy Description

25% of permanently installed building product must be bio-based, wood, reused material, recycled content, or sourced within 800km of the project site.

Calculation Methodology

- Estimate Development Cost
 - Apply a percent increase to soft costs for sustainability consultant costs
- Estimate Operating Cost/Savings
 - No operating costs or saving associated with sustainable building materials

Calculation Assumptions

Total Soft Costs: \$2,588,013
% Increase to Soft Costs: 5%

Calculation Example (Prototype 1)

Development Cost

$\$2,588,013 \times 5\%$

=

\$129,401

Sustainable Materials Costs

Operating Cost/Savings

\$0 Operating Savings

=

\$129,401 Net Cost

+

\$8,522 Financing Costs

Sustainable Building Materials

Development Cost Impact

Prototype Example Image



**Garden Style
Apartment**



**Podium
Apartment**



Office



Industrial

Prototype Description

Total Development Cost Impact	\$129,401	\$373,920	\$199,043	\$49,508
Add'l Financing Costs and Fees	\$8,522	\$28,402	\$13,108	\$3,260
Total Value of Operating Costs / (Savings)	\$0	\$0	\$0	\$0
Net Impact	\$137,923	\$402,322	\$212,152	\$52,768
<i>Cost Impact per Unit / SF</i>	<i>\$3,448</i>	<i>\$2,012</i>	<i>\$3.54</i>	<i>\$2.11</i>
<i>% of Total Costs</i>	<i>0.82%</i>	<i>0.39%</i>	<i>0.83%</i>	<i>0.75%</i>

Renewable Energy Production

Overview

Policy Description

Residential or non-residential buildings over 10,000 square feet to provide up to 0.5W per building square foot of renewable energy.

Calculation Methodology

- Determine required kilowatt production (kW) per building
- Estimate Development Cost
 - Identify structural upgrades for solar readiness
 - Estimate solar panel installation costs
 - Apply typical cost per kW
- Estimate Operating Cost/Savings
 - Estimate daily sunlight hours
 - Calculate total on-site kW production
 - Apply Clark County electricity rates (hourly)
 - Account for solar panel output and maintenance

Calculation Assumptions

Solar-Ready Infrastructure Costs per Unit: \$1,875

Required kW per Building: 22

Solar Costs per kW: \$3,000

Hours of Daily Sunlight: 3.5

Clark County Electricity Rate per kWh: \$0.09

% of Maintenance Costs: 20%

Cap Rate: 5%

Calculation Example (Prototype 1)

Development Cost

\$1,875 X 40 Units

+

22 kW X \$3,000

=

\$141,736 Solar Costs

Operating Cost/Savings

$((3.5 \times 22) \times 365 \text{ days} \times \$0.09 \times (1-20\%))/5\%$

=

\$39,968 Operating Savings Value

=

\$101,768 Net Costs

+

\$9,334 Financing Costs

Renewable Energy

Development Cost Impact

Prototype Example Image



<u>Prototype Description</u>	<u>Garden Style</u> <u>Apartment</u>	<u>Podium</u> <u>Apartment</u>	<u>Office</u>	<u>Industrial</u>
Total Development Cost Impact	\$141,736	\$685,000	\$210,000	\$87,500
Add'l Financing Costs and Fees	\$9,334	\$52,030	\$13,830	\$5,762
Total Value of Operating Costs / (Savings)	(\$39,968)	(\$185,657)	(\$44,917)	(\$18,715)
Net Impact	\$111,103	\$551,374	\$178,913	\$74,547
<i>Cost Impact per Unit / SF</i>	\$2,778	\$2,757	\$2.98	\$2.98
<i>% of Total Costs</i>	0.66%	0.53%	0.70%	1.05%

Cool Roofing

Overview

Policy Description

Requirement for residential and non-residential buildings to have 100% of non-mechanical occupied roof space covered with highly reflective roofs, or implement a water capture system, green roof or solar roof.

Calculation Methodology

- Estimate Development Cost
 - Identify non-mechanical roof square feet
 - Apply additional cost per non-mechanical square foot.
- Estimate Operating Cost/Savings
 - There are no additional savings or costs.

Calculation Assumptions

Non-Mechanical Roof Square Feet:
14,380

Additional Cost per Non-Mechanical Square Foot: \$5.00

Calculation Example (Prototype 1)

Development Cost

14,380 X \$5.00

=

\$70,444

Sustainable Materials Costs

Operating Cost/Savings

\$0 Operating Savings

=

\$70,444 Net Cost

+

\$4,639 Financing Costs

Cool Roofing

Development Cost Impact

Prototype Example Image



<u>Prototype Description</u>	<u>Garden Style Apartment</u>	<u>Podium Apartment</u>	<u>Office</u>	<u>Industrial</u>
Total Development Cost Impact	\$70,444	\$118,095	\$142,500	\$112,500
Add'l Financing Costs and Fees	\$4,639	\$8,970	\$9,385	\$7,409
Total Value of Operating Costs / (Savings)	\$0	\$0	\$0	\$0
Net Impact	\$75,083	\$127,065	\$151,885	\$119,909
<i>Cost Impact per Unit / SF</i>	<i>\$1,877</i>	<i>\$635</i>	<i>\$2.53</i>	<i>\$4.80</i>
<i>% of Total Costs</i>	<i>0.45%</i>	<i>0.12%</i>	<i>0.59%</i>	<i>1.69%</i>

DarkSky Lighting

Overview

Policy Description

All residential and non-residential outdoor light fixtures must be DarkSky certified.

Calculation Methodology

- Estimate Development Cost
 - Apply an additional hard cost per square foot for DarkSky lighting materials
- Estimate Operating Cost/Savings
 - Limited operating savings or costs

Calculation Assumptions

Additional Hard Cost per SF: \$0.25

Building SF: 44,491

Calculation Example (Prototype 1)

Development Cost

$\$0.25 \times 44,491$

=

\$11,123

Dark Sky Lighting Costs

Operating Cost/Savings

\$0 Operating Savings

=

\$11,123 Net Cost

+

\$733 Financing Costs

DarkSky Lighting

Development Cost Impact

Prototype Example Image



Garden Style
Apartment



Podium
Apartment



Office



Industrial

Prototype Description

Total Development Cost Impact	\$11,123	\$51,667	\$15,000	\$6,250
Add'l Financing Costs and Fees	\$733	\$3,924	\$988	\$412
Total Value of Operating Costs / (Savings)	\$0	\$0	\$0	\$0
Net Impact	\$11,855	\$55,591	\$15,988	\$6,662
<i>Cost Impact per Unit / SF</i>	<i>\$296</i>	<i>\$278</i>	<i>\$0.27</i>	<i>\$0.27</i>
<i>% of Total Costs</i>	<i>0.07%</i>	<i>0.05%</i>	<i>0.06%</i>	<i>0.09%</i>

EV Chargers on Commercial Meter

Overview

Policy Description

Require EV chargers to be on a separate meter for measuring purposes and lower rates.

Calculation Methodology

- Development Cost
 - Calculate the cost of a commercial meter
- Estimate Operating Cost/Savings
 - There are no future operating Costs or savings

Calculation Assumptions

Commercial Meter Costs: \$15,000

Calculation Example (Prototype 1)

$$\begin{aligned} & \text{Development Cost} \\ & \text{\$15,000 Commercial Meter Costs} \\ & \text{Operating Cost/Savings} \\ & \text{\$0 Operating Savings} \\ & = \\ & \text{\$15,000 Net Cost} \\ & + \\ & \text{\$988 Financing Costs} \end{aligned}$$

EV Chargers on Commercial Meter

Development Cost Impact

Prototype Example Image



Garden Style
Apartment



Podium
Apartment



Office



Industrial

Prototype Description

Total Development Cost Impact	\$15,000	\$15,000	\$15,000	\$15,000
Add'l Financing Costs and Fees	\$988	\$1,139	\$988	\$988
Total Value of Operating Costs / (Savings)	\$0	\$0	\$0	\$0
Net Impact	\$15,988	\$16,139	\$15,988	\$15,988
<i>Cost Impact per Unit / SF</i>	<i>\$400</i>	<i>\$81</i>	<i>\$0.27</i>	<i>\$0.64</i>
<i>% of Total Costs</i>	<i>0.10%</i>	<i>0.02%</i>	<i>0.06%</i>	<i>0.23%</i>

Cool Site Surfaces

Overview

Policy Description

50% of non-roof hardscape are required to be highly reflective, highly permeable, vegetated, shaded, or a combination of cool surfaces.

Calculation Methodology

- Determine required cool site square foot
- Estimate Development Cost
 - Apply additional site prep cost per square foot
- Estimate Operating Cost/Savings
 - There are no future savings or costs

Calculation Assumptions

% of Required Cool Site SF: 50%

Site SF less Bldg Footprint: 52,394

Additional Cost per
Cool Site SF: \$2.00

Calculation Example (Prototype 1)

Development Cost
 $(50\% \times 52,394) \times \2.00
=

\$52,394
Cool Site Costs

Operating Cost/Savings
\$0 Operating Savings
=

\$52,394 Net Cost
+
\$3,451 Financing Costs

Cool Site Surfaces

Development Cost Impact

Prototype Example Image



Garden Style
Apartment



Podium
Apartment



Office



Industrial

Prototype Description

Total Development Cost Impact	\$52,394	\$9,680	\$96,324	\$65,071
Add'l Financing Costs and Fees	\$3,451	\$735	\$6,344	\$4,285
Total Value of Operating Costs / (Savings)	\$0	\$0	\$0	\$0
Net Impact	\$55,845	\$10,415	\$102,668	\$69,356
<i>Cost Impact per Unit / SF</i>	<i>\$1,396</i>	<i>\$52</i>	<i>\$1.71</i>	<i>\$2.77</i>
<i>% of Total Costs</i>	<i>0.33%</i>	<i>0.01%</i>	<i>0.40%</i>	<i>0.98%</i>

Climate Adapted Vegetation

Overview

Policy Description

All vegetation must be drought resistant and native to the Pacific Northwest.

Calculation Methodology

- Development Cost
 - Identify additional cost per square foot to site prep
- Estimate Operating Cost/Savings
 - Calculate annual water savings per unit
 - Estimate value using cap rate

Calculation Assumptions

Additional Site Prep per SF: \$0.25

Site SF: 67,224

Annual Operating Savings
per Unit: \$20

Number of Units: 40

Cap Rate: 5%

Calculation Example (Prototype 1)

Development Cost

$\$0.25 \times 67,224$

=

\$16,806

Climate Adapted Vegetation Costs

Operating Cost/Savings

$(\$20 \times 40) / 5\%$

=

\$16,000 Operating Savings

=

\$806 Net Cost

+

\$1,107 Financing Costs

Climate Adapted Vegetation

Development Cost Impact

Prototype Example Image



Garden Style
Apartment



Podium
Apartment



Office



Industrial

Prototype Description

Total Development Cost Impact	\$16,806	\$13,721	\$31,581	\$22,518
Add'l Financing Costs and Fees	\$1,107	\$1,042	\$2,080	\$1,483
Total Value of Operating Costs / (Savings)	(\$16,000)	(\$13,000)	(\$30,000)	(\$20,833)
Net Impact	\$1,913	\$1,764	\$3,661	\$3,167
<i>Cost Impact per Unit / SF</i>	\$48	\$9	\$0.06	\$0.13
<i>% of Total Costs</i>	0.01%	0.00%	0.01%	0.04%

All Electric Ready

Overview

Policy Description

Requirement for residential and non-residential buildings to be 100% electric capable.

Calculation Methodology

There are no development costs or future operating costs or savings.

Calculation Assumptions

N/A

Calculation Example (Prototype 1)

N/A

All Electric Ready

Development Cost Impact

Prototype Example Image



<u>Prototype Description</u>	<u>Garden Style Apartment</u>	<u>Podium Apartment</u>	<u>Office</u>	<u>Industrial</u>
Total Development Cost Impact	\$0	\$0	\$0	\$0
Add'l Financing Costs and Fees	\$0	\$0	\$0	\$0
Total Value of Operating Costs / (Savings)	\$0	\$0	\$0	\$0
Net Impact	\$0	\$0	\$0	\$0
<i>Cost Impact per Unit / SF</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>% of Total Costs</i>	<i>0.00%</i>	<i>0.00%</i>	<i>0.00%</i>	<i>0.00%</i>

Green Building Policy Net Cost Impact

Prototype 1
Garden-Style Apartment



Prototype 2
Podium Apartment



Prototype 3
Office



Prototype 4
Industrial



Prototype Example Image

Total		
Baseline Cost	Per Unit Cost	# of Units
\$16,735,119	\$418,378	40

Total		
Baseline Cost	Per Unit Cost	# of Units
\$104,068,456	\$520,342	200

Total		
Baseline Cost	Per SF Cost	Total SF
\$25,566,724	\$426	60,000

Total		
Baseline Cost	Per SF Cost	Total SF
\$7,078,601	\$283	25,000

Green Building Policy

	Total Cost Impact	Per Unit Cost	% of Baseline	Total Cost Impact	Per Unit Cost	% of Baseline	Total Cost Impact	Per SF Cost	% of Baseline	Total Cost Impact	Per SF Cost	% of Baseline
Bike parking	\$447,184	\$11,180	2.67%	\$2,429,809	\$12,149	2.33%	\$130,425	\$2.17	0.51%	\$8,400	\$0.34	0.12%
Lower Carbon Building Materials	\$47,964	\$1,199	0.29%	\$1,936,721	\$9,684	1.86%	\$719,454	\$11.99	2.81%	\$91,042	\$3.64	1.29%
Indoor Temperature Control	\$217,394	\$5,435	1.30%	\$1,020,639	\$5,103	0.98%	\$243,830	\$4.06	0.95%	\$195,732	\$7.83	2.77%
Bird Friendly Design	\$342,474	\$8,562	2.05%	\$917,667	\$4,588	0.88%	\$508,044	\$8.47	1.99%	\$96,220	\$3.85	1.36%
Improved Energy Efficiency	\$178,372	\$4,459	1.07%	\$839,798	\$4,199	0.81%	\$204,379	\$3.41	0.80%	\$56,586	\$2.26	0.80%
Air Filtration Standard	\$173,752	\$4,344	1.04%	\$831,911	\$4,160	0.80%	\$174,879	\$2.91	0.68%	\$279,464	\$11.18	3.95%
Renewable Energy Generation	\$111,103	\$2,778	0.66%	\$551,374	\$2,757	0.53%	\$178,913	\$2.98	0.70%	\$74,547	\$2.98	1.05%
Sustainable Building Materials	\$137,923	\$3,448	0.82%	\$402,322	\$2,012	0.39%	\$212,152	\$3.54	0.83%	\$52,768	\$2.11	0.75%
Cool Roofing	\$75,083	\$1,877	0.45%	\$127,065	\$635	0.12%	\$151,885	\$2.53	0.59%	\$119,909	\$4.80	1.69%
Dark Sky Lighting	\$11,855	\$296	0.07%	\$55,591	\$278	0.05%	\$15,988	\$0.27	0.06%	\$6,662	\$0.27	0.09%
EV Chargers on Commercial Meter	\$15,988	\$400	0.10%	\$16,139	\$81	0.02%	\$15,988	\$0.27	0.06%	\$15,988	\$0.64	0.23%
Cool Site Surfaces	\$55,845	\$1,396	0.33%	\$10,415	\$52	0.01%	\$102,668	\$1.71	0.40%	\$69,356	\$2.77	0.98%
Climate Adapted Vegetation	\$1,913	\$48	0.01%	\$1,764	\$9	0.00%	\$3,661	\$0.06	0.01%	\$3,167	\$0.13	0.04%
All Electric Ready	\$0	\$0	0.00%	\$0	\$0	0.00%	\$0	\$0.00	0.00%	\$0	\$0.00	0.00%
Total Cost Impact	\$1,816,848	\$45,421	10.9%	\$9,141,217	\$45,706	8.8%	\$2,662,263	\$44.37	10.4%	\$1,069,842	\$42.79	15.1%



Potential City Incentives to Offset Cost Impacts

Current Proposed City Incentives

Incentive	Incentive Description
Building Permit Fee Rebate	Rebates ranging from \$1,000 to \$25,000 on building permit fees
Expedited Permitting	Expedited land use review, engineering review, or building review
SDC and Impact Fee Deferral	Deferral of SDC or impact fees until final building inspection
SDC and Impact Fee Waiver	Full waiver of SDC or impact fees
12-Foot Height Bonus	A 12-foot height bonus over the height limit unless limited by the FAA

Other Potential Incentives

Incentive	Incentive Description
TIF Infrastructure Financing	Using tax increment financing to fund street frontage and utility upgrades
Construction Sales Tax Rebate	Rebate local portion of construction sales tax
Design Guidelines Waiver	Ability for projects to opt-out of design review and/or design guidelines
Land Donation	Donation of publicly-owned land
Infrastructure Fee Payment	An in-lieu fee payment for street frontage and utility upgrades
Offsite Solar Generation Fee	An In-lieu fee payment to opt out of on site solar to pay for off-site solar

Building Permit Fee Rebate

Incentive Description

A partial rebate of building permit fees

- 10% rebate on fees below \$10,000, maximum of \$1,000
- 20% rebate on fees above \$10,000, maximum of \$5,000
- 20% rebate on fees below \$10,000, maximum of \$2,000
- 25% rebate on fees above \$20,000, maximum of \$25,000

Calculation Methodology

- Assumes maximum value of rebate

Example Calculation

\$10,000 Building Permit Fees

X

10% Rebate

=

\$1,000 Building Permit Rebate

Expedited Permitting

Incentive Description

Prioritization of permits that follow the Green Building Policy for land use review, engineering review, or building review

Calculation Methodology

- One review process will expedite permitting by two months
- Reduces interest expense on land costs and soft costs by two months
 - 60% loan to cost
 - 6.5% interest rate
 - 60% drawdown factor

Example Calculation

$$\begin{aligned} & \$3.3\text{M of land and soft costs} \\ & \quad \times \\ & \quad 60\% \text{ loan to cost} \\ & \quad \times \\ & \quad 60\% \text{ drawdown factor} \\ & \quad \times \\ & \quad 6.5\% \text{ interest} / 12 \text{ months} \\ & \quad \times \\ & \quad 2 \text{ months} \\ & \quad = \\ & \text{\$13,213 Expedited Permit Value} \end{aligned}$$

SDC and Impact Fee Deferral

Incentive Description

Deferral of system development charges until final building inspection

Calculation Methodology

- Deferral saves 12 months of interest expense on the SDC or impact fee
 - 60% loan to cost
 - 6.5% interest rate

Example Calculation

\$110,638 Water and Sewer SDC

X

60% loan to cost

X

6.5% interest / 12

X

12 months

=

\$6,561 SDC Deferral Value

SDC and Impact Fee Waiver

Incentive Description

Full waiver of system development charges and impact fees

Calculation Methodology

- Full rebate of SDC and impact fees

Example Calculation

\$110,638 Water and Sewer SDC Waiver Value

12-Foot Height Bonus

Incentive Description

12-foot height bonus above height limit for projects that follow the Green Building Policy

Calculation Methodology

- The number of added units increases land value by the market land value per unit

Example Calculation

\$20,000 of Land Value per Unit

X

13 Added Units

=

\$266,667 12-Foot Height Bonuse Value

Green Building Policy Incentive Value

Prototype 1
Garden-Style Apartment



Prototype 2
Podium Apartment



Prototype 3
Office



Prototype 4
Industrial



Prototype Example Image

Green Building Incentives

	Total Value	Per Unit Value	% of Baseline	Total Value	Per Unit Value	% of Baseline	Total Value	Per SF Value	% of Baseline	Total Value	Per SF Value	% of Baseline
City Tier One Incentives												
Expedited Permitting	\$13,213	\$330	0.08%	\$73,932	\$370	0.07%	\$21,180	\$0.35	0.08%	\$7,844	\$0.31	0.11%
10% Building Permit Fee Rebate (\$1,000 Max)	\$1,000	\$25	0.01%	\$1,000	\$5	0.00%	\$1,000	\$0.02	0.00%	\$1,000	\$0.04	0.01%
20% Building Permit Fee Rebate (\$5,000 Max)	\$5,000	\$125	0.03%	\$5,000	\$25	0.00%	\$5,000	\$0.08	0.02%	\$5,000	\$0.20	0.07%
City Tier Two Incentives												
20% Building Permit Fee Rebate (\$2,000 Max)	\$2,000	\$50	0.01%	\$2,000	\$10	0.00%	\$2,000	\$0.03	0.01%	\$2,000	\$0.08	0.03%
25% Building Permit Fee Rebate (\$25,000 Max)	\$25,000	\$625	0.15%	\$25,000	\$125	0.02%	\$25,000	\$0.42	0.10%	\$25,000	\$1.00	0.35%
SDC Deferral	\$4,315	\$108	0.03%	\$28,723	\$144	0.03%	\$6,650	\$0.11	0.03%	\$6,650	\$0.27	0.09%
Park Fee Deferral	\$6,561	\$164	0.04%	\$49,210	\$246	0.05%	N/A	N/A	N/A	N/A	N/A	N/A
Transportation Fee Deferral	\$2,039	\$51	0.01%	\$19,896	\$99	0.02%	\$7,283	\$0.12	0.03%	\$1,172	\$0.05	0.02%
12 Foot Height Bonus	\$266,667	\$6,667	1.59%	\$580,000	\$2,900	0.56%	N/A	N/A	N/A	N/A	N/A	N/A

Other Potential Incentives

Incentive	Incentive Description
Low Impact on Development (0% to 0.5%)	
Offsite Solar Generation Fee	An In-lieu fee payment to opt out of on site solar to pay for off-site solar
Moderate Impact on Development (0.5% to 1.5%)	
SDC and Impact Fee Waiver	Full waiver of SDC or impact fees
Construction Sales Tax Rebate	Rebate local portion of construction sales tax
Design Guidelines Waiver	Ability for projects to opt-out of design review and/or design guidelines
Infrastructure Fee Payment	An in-lieu fee payment for street frontage and utility upgrades
High Impact on Development (1.5% and Above)	
On- and Off-Site Infrastructure Support	Using tax increment financing to fund street frontage and utility upgrades
Land Donation	Donation of publicly-owned land



Key Findings and Recommendations

Key Findings

- If all Green Building Policies were required of new construction projects, development costs could increase between 8 to 11 percent for multifamily residential projects and 10 to 15 percent for non-residential projects, though the City will determine which policies will be required versus incentivized
- Certain Green Building Policies have more pronounced impact on development costs, while others have limited impact
- Majority of the City Incentives are insufficient to off-set all Green Building Policies, but may be used to off-set a limited number of policies
- Given current state of development feasibility, increase in development costs driven by new City policies will further inhibit new construction or will result in new development projects with higher rental rates that are unaffordable to existing residents/businesses

Recommendations

- City can identify other mechanisms to off-set all Green Building Policies, including those identified as “other possible incentives”
- City could explore requiring certain Green Building Policies that balance development cost impacts with high sustainability impacts, while incentivizing other policies
- City could provide resources to the development community that would reduce the impact of these Green Building Policies
 - Bird-Friendly Design Education
 - Research and Collaboration with low-carbon and sustainable product manufacturers
- City could explore modifications to the draft Green Building Policies to add flexibility that reduces development cost while still achieving the desired outcomes

Attachment B: Proposed Green Building Policies Net Cost Impact

	Prototype 1 Garden-Style Apartment			Prototype 2 Podium Apartment			Prototype 3 Office			Prototype 4 Industrial		
												
	<u>Total</u> Baseline Cost	<u>Per Unit</u> Cost	<u># of Units</u>	<u>Total</u> Baseline Cost	<u>Per Unit</u> Cost	<u># of Units</u>	<u>Total</u> Baseline Cost	<u>Per SF</u> Cost	<u>Total SF</u>	<u>Total</u> Baseline Cost	<u>Per SF</u> Cost	<u>Total SF</u>
	\$16,735,119	\$418,378	40	\$104,068,456	\$520,342	200	\$25,566,724	\$426	60,000	\$7,078,601	\$283	25,000
Green Building Policy												
	<u>Total Cost</u> <u>Impact</u>	<u>Per Unit</u> <u>Cost</u>	<u>% of</u> <u>Baseline</u>	<u>Total Cost</u> <u>Impact</u>	<u>Per Unit</u> <u>Cost</u>	<u>% of</u> <u>Baseline</u>	<u>Total Cost</u> <u>Impact</u>	<u>Per SF</u> <u>Cost</u>	<u>% of</u> <u>Baseline</u>	<u>Total Cost</u> <u>Impact</u>	<u>Per SF</u> <u>Cost</u>	<u>% of</u> <u>Baseline</u>
Bike parking	\$447,184	\$11,180	2.67%	\$2,429,809	\$12,149	2.33%	\$130,425	\$2.17	0.51%	\$8,400	\$0.34	0.12%
Lower Carbon Building Materials	\$47,964	\$1,199	0.29%	\$1,936,721	\$9,684	1.86%	\$719,454	\$11.99	2.81%	\$91,042	\$3.64	1.29%
Indoor Temperature Control	\$217,394	\$5,435	1.30%	\$1,020,639	\$5,103	0.98%	\$243,830	\$4.06	0.95%	\$195,732	\$7.83	2.77%
Bird Friendly Design	\$342,474	\$8,562	2.05%	\$917,667	\$4,588	0.88%	\$508,044	\$8.47	1.99%	\$96,220	\$3.85	1.36%
Improved Energy Efficiency	\$178,372	\$4,459	1.07%	\$839,798	\$4,199	0.81%	\$204,379	\$3.41	0.80%	\$56,586	\$2.26	0.80%
Air Filtration Standard	\$173,752	\$4,344	1.04%	\$831,911	\$4,160	0.80%	\$174,879	\$2.91	0.68%	\$279,464	\$11.18	3.95%
Renewable Energy Generation	\$111,103	\$2,778	0.66%	\$551,374	\$2,757	0.53%	\$178,913	\$2.98	0.70%	\$74,547	\$2.98	1.05%
Sustainable Building Materials	\$137,923	\$3,448	0.82%	\$402,322	\$2,012	0.39%	\$212,152	\$3.54	0.83%	\$52,768	\$2.11	0.75%
Cool Roofing	\$75,083	\$1,877	0.45%	\$127,065	\$635	0.12%	\$151,885	\$2.53	0.59%	\$119,909	\$4.80	1.69%
Dark Sky Lighting	\$11,855	\$296	0.07%	\$55,591	\$278	0.05%	\$15,988	\$0.27	0.06%	\$6,662	\$0.27	0.09%
EV Chargers on Commercial Meter	\$15,988	\$400	0.10%	\$16,139	\$81	0.02%	\$15,988	\$0.27	0.06%	\$15,988	\$0.64	0.23%
Cool Site Surfaces	\$55,845	\$1,396	0.33%	\$10,415	\$52	0.01%	\$102,668	\$1.71	0.40%	\$69,356	\$2.77	0.98%
Climate Adapted Vegetation	\$1,913	\$48	0.01%	\$1,764	\$9	0.00%	\$3,661	\$0.06	0.01%	\$3,167	\$0.13	0.04%
All Electric Ready	\$0	\$0	0.00%	\$0	\$0	0.00%	\$0	\$0.00	0.00%	\$0	\$0.00	0.00%
Total Cost Impact*	\$1,816,848	\$45,421	10.9%	\$9,141,217	\$45,706	8.8%	\$2,662,263	\$44.37	10.4%	\$1,069,842	\$42.79	15.1%

* Analysis assumes that all policies are required to illustrate a “worst-case scenario” of potential expenses. Final policy list will comprise a mix of required and incentivized measures; final status will be determined by City Council direction and through further community engagement.

Attachment C: Proposed
Green Building Program
Incentives Value

Attachment C: Proposed Green Building Program Incentives Value	Prototype 1 Garden-Style Apartment			Prototype 2 Podium Apartment			Prototype 3 Office			Prototype 4 Industrial		
												
	Total Baseline Cost	Per Unit Cost	# of Units	Total Baseline Cost	Per Unit Cost	# of Units	Total Baseline Cost	Per SF Cost	Total SF	Total Baseline Cost	Per SF Cost	Total SF
	\$16,735,119	\$418,378	40	\$104,068,456	\$520,342	200	\$25,566,724	\$426	60,000	\$7,078,601	\$283	25,000

Green Building Incentives												
	Total Value	Per Unit Value	% of Baseline	Total Value	Per Unit Value	% of Baseline	Total Value	Per SF Value	% of Baseline	Total Value	Per SF Value	% of Baseline
City Tier One Incentives												
Expedited Permitting	\$13,213	\$330	0.08%	\$73,932	\$370	0.07%	\$21,180	\$0.35	0.08%	\$7,844	\$0.31	0.11%
10% Building Permit Fee Rebate (\$1,000 Max)	\$1,000	\$25	0.01%	\$1,000	\$5	0.00%	\$1,000	\$0.02	0.00%	\$1,000	\$0.04	0.01%
20% Building Permit Fee Rebate (\$5,000 Max)	\$5,000	\$125	0.03%	\$5,000	\$25	0.00%	\$5,000	\$0.08	0.02%	\$5,000	\$0.20	0.07%
Subtotal, Tier One Incentives Value	\$19,213	\$480	0.11%	\$79,932	\$400	0.08%	\$27,180	\$0.45	0.11%	\$13,844	\$0.55	0.20%
City Tier Two Incentives												
20% Building Permit Fee Rebate (\$2,000 Max)	\$2,000	\$50	0.01%	\$2,000	\$10	0.00%	\$2,000	\$0.03	0.01%	\$2,000	\$0.08	0.03%
25% Building Permit Fee Rebate (\$25,000 Max)	\$25,000	\$625	0.15%	\$25,000	\$125	0.02%	\$25,000	\$0.42	0.10%	\$25,000	\$1.00	0.35%
SDC Deferral	\$4,315	\$108	0.03%	\$28,723	\$144	0.03%	\$6,650	\$0.11	0.03%	\$6,650	\$0.27	0.09%
Park Fee Deferral	\$6,561	\$164	0.04%	\$49,210	\$246	0.05%	N/A	N/A	N/A	N/A	N/A	N/A
Transportation Fee Deferral	\$2,039	\$51	0.01%	\$19,896	\$99	0.02%	\$7,283	\$0.12	0.03%	\$1,172	\$0.05	0.02%
12 Foot Height Bonus	\$266,667	\$6,667	1.59%	\$580,000	\$2,900	0.56%	N/A	N/A	N/A	N/A	N/A	N/A
Subtotal, Tier Two Incentives Value	\$306,582	\$7,665	1.83%	\$704,829	\$3,524	0.68%	\$40,933	\$0.68	0.16%	\$34,821	\$1.39	0.49%
Other Incentives												
SDC Waiver	\$110,638	\$2,766	0.66%	\$490,990	\$2,455	0.47%	\$170,500	\$2.84	0.67%	\$170,500	\$6.82	2.41%
Park Fee Waiver	\$168,240	\$4,206	1.01%	\$841,200	\$4,206	0.81%	N/A	N/A	N/A	N/A	N/A	N/A
Transportation Fee Waiver	\$52,288	\$1,307	0.31%	\$340,106	\$1,701	0.33%	\$186,745	\$3.11	0.73%	\$30,050	\$1.20	0.42%
School Fee Deferral	\$5,855	\$146	0.03%	\$43,910	\$220	0.04%	N/A	N/A	N/A	N/A	N/A	N/A
School Fee Waiver	\$150,120	\$3,753	0.90%	\$750,600	\$3,753	0.72%	N/A	N/A	N/A	N/A	N/A	N/A
Other Possible Incentives												
TIF Infrastructure Financing	\$252,092	\$6,302	1.51%	\$196,020	\$980	0.19%	\$473,715	\$7.90	1.85%	\$225,177	\$9.01	3.18%
Construction Sales Tax Rebate	\$120,236	\$3,006	0.72%	\$713,000	\$3,565	0.69%	\$124,200	\$2.07	0.49%	\$33,063	\$1.32	0.47%
Design Guidelines Waiver	\$222,320	\$5,558	1.33%	\$1,313,932	\$6,570	1.26%	\$237,180	\$3.95	0.93%	\$65,344	\$2.61	0.92%
Land Donation	\$800,000	\$20,000	4.78%	\$4,000,000	\$20,000	3.84%	\$1,450,000	\$24.17	5.67%	\$1,351,061	\$54.04	19.09%
Infrastructure Fee Payment	\$117,643	\$2,941	0.70%	\$127,413	\$637	0.12%	\$221,067	\$3.68	0.86%	\$22,518	\$0.90	0.32%
Offsite Solar Generation Fee	\$12,787	\$320	0.08%	\$86,010	\$430	0.08%	\$45,083	\$0.75	0.18%	\$18,785	\$0.75	0.27%
Subtotal, Other BAE Incentive Ideas	\$2,012,218	\$50,305	12.02%	\$8,903,181	\$44,516	8.56%	\$2,908,490	\$48.47	11.38%	\$1,916,497	\$76.66	27.07%

Staff Report: 145-25

To: Mayor and City Council
From: City Manager
Date: July 14, 2025

Subject

Bid Award - Luepke Center HVAC Replacement - ITB 25-28

Key Points

- Luepke Center's current HVAC system is inefficient, outdated, and has exceeded its expected life expectancy.
- A modern HVAC system will further the City's climate and sustainability goals.

Strategic Plan Alignment

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

Present Situation

The Luepke Community Center serves as a hub for the Vancouver community, offering programs for seniors, youth, and other community members. The facility plays a critical role in supporting social connection, lifelong learning, and public health.

Luepke Community Center's HVAC system has reached the end of its operational life. Originally installed decades ago, the system is now outdated, inefficient, and increasingly unreliable.

Recent facility assessments conducted by the City identified the HVAC system replacement as a high-priority capital improvement. Upgrading the HVAC system is essential to maintain uninterrupted service, ensure a safe and comfortable environment, and support the long-term sustainability of the center. City Council approved this capital project in the 2025-26 biennium budget.

On June 17, 2025, bids were opened for this project (ITB 25-28). Bids were received from 5 companies:

SUMMARY OF BIDS	
BIDDER	AMOUNT
JRT Mechanical, Battle Ground WA	\$375,360.00
Stewart Mechanical, Battle Ground WA	\$388,072.19
Copper Mechanical, LLC, Ridgefield WA	\$450,432.00
Apex Mechanical, LLC, Battle Ground WA	\$495,040.00
Tapani Electric, Woodland, WA	Non-responsive

<i>Engineers Cost Estimate</i>	\$589,000.00

The low bidder, JRT Mechanical, was found to be responsive and responsible. They also met the minimum requirements listed in the Supplemental Bidder Responsibility Criteria. JRT Mechanical intends to meet the 3% apprenticeship goal by utilizing 30.5 apprenticeship hours out of the total 1018 project hours.

Advantage(s)

1. A modern HVAC system will meet current code requirements and reduce operations and maintenance staff.
2. A modern HVAC system will also reduce energy use and further the City's climate and sustainability goals.

Challenge(s)

None

Budget Impact

Funds for this project were appropriated in the 2025-26 Biennium Capital Budget.

Prior Council Review

None

Action Requested

On Monday, July 14, 2025, award a contract and authorize the City Manager, or designee, to execute a construction contract and any required amendments with JRT Mechanical of Battle Ground, WA for the HVAC Replacement at the Luepke Center at their bid price of \$375,360, which includes Washington State sales tax.

Staff Contact

Wyatt Jones, Capital Projects Project Manager, Julia Denton, Senior Procurement Specialist, Wyatt.Jones@cityofvancouver.us, julie.denton@cityofvancouver.us

Attachments:

1. Contract



**CONSTRUCTION CONTRACT # C-102014
BID 25-28: Luepke Center HVAC Replacement**

This Contract ("Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and JRT Mechanical, Inc., a corporation organized under the laws of the State of Washington located at 2211 SE Grace Ave., Battle Ground, WA 98604 ("Contractor") and is effective on the last date signed by a party ("Effective Date"). 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. 25-28 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on **Monday, July 14, 2025** per Staff Report No. ~~##-25~~; 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 replacing existing HVAC system with a new high-efficiency system at the Luepke Center, which includes: installation of new electrical panels to support updated HVAC loads, coordination of temporary power shutdowns with City Project Manager to minimize disruption, and conducting owner training for system operation and maintenance and other work, all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

The Contract Work shall commence September 22, 2025 and shall be Substantially Complete by October 31, 2025 and achieve Final Completion by November 7, 2025.

- 2. EFFECTIVE DATE:** This Contract is effective as of the Effective Date.

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(1)(f).
 - 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(13), 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 8.8% Washington State Sales Tax (if applicable) \$375,360.00 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

COVERAGE	LIMITS OF LIABILITY
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 judgements, 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. General Conditions for Facility Construction.

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:
Karl Tapani
JRT Mechanical, Inc.
2211 SE Grace Ave.
Battle Ground, WA 98604
karl@jrtmechanical.com

The undersigned, as the authorized representatives of the Owner and Contractor respectively, enter this Contract as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
JRT Mechanical, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

Staff Report: 146-25

To: Mayor and City Council
From: City Manager
Date: July 14, 2025

Subject

Partial Easement Release - 4000 Columbia House Boulevard

Key Points

- Partial release of utility easement recorded under Auditor's File Number 4525112 will release a utility easement affecting approximately 133 square feet of encumbered private property.
- Staff is recommending that no compensation be required for releasing this easement.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation

The City received a request from the property owner located at 4000 Columbia House Boulevard (parcel number 37916965) to extinguish a narrow sliver of an existing utilities easement. A vicinity map is attached.

In 1999, the City received by quit claim deed from the Washington State Department of Transportation (WSDOT) a large parcel of property, including the property now owned by T&T Investment Services Inc (T&T). In 2009, the City sold a portion of the property it received from WSDOT to a company named Quad Investments, but retained a 65-foot utility easement along the south side of the property and adjacent to Columbia House Boulevard. The current owner, T&T, later purchased the property subject to the City's 65-foot easement.

T&T recently determined that its three-story office building was partially constructed over a narrow sliver of the utility easement and is requesting that the City execute a partial release of the utility easement for that area covered by the building's footprint. The dimensions of the release would be 133 square feet and triangular in shape, with the widest portion on the southeast corner of the building at 4.18 feet and narrowing down to its end approximately two-thirds of the length of the building westward. (Easement Vacation Legal Description and Map, Exhibits A and B, respectively)

Staff has determined that it does not have any utility facilities within the area requested to be released, that it will not need this area in the future for utilities, and recommends that the release request be approved.

Advantage(s)

Releasing excess easement areas reduces encumbrances.

Challenge(s)

None

Budget Impact

None

Prior Council Review

None

Action Requested

On Monday, July 14, 2025, authorize the City Manager, or designee, to sign the attached easement release.

Staff Contact

Kris Olinger, Utility Engineering Program Manager, kris.olinger@cityofvancouver.us

Attachments:

1. Map
2. Partial Easement Release
3. Quit Claim Deed
4. Exhibit A
5. Exhibit B



RECORD AND RETURN TO:
City of Vancouver
City Clerk's Office
P O Box 1995
Vancouver, WA 98668-1995

PARTIAL RELEASE OF EASEMENT

Title of Document: Partial Release of Easement
Grantor: City of Vancouver, a municipal corporation
Grantee: T & T Hospitality Services, Inc.
Assessor's Tax Parcel ID# 37916965

The City of Vancouver, a municipal corporation of the state of Washington, for and in consideration of \$10.00 and other valuable consideration releases a portion of that easement retained in Auditors File Number 4525112. The portion being released is legally described in the attached Exhibit A, and as shown in the attached Exhibit B. The remainder of the easement remains in full force and effect.

Executed this _____ day of _____, 2025.

CITY OF VANCOUVER

Lon Pluckhahn, City Manager

Approved as to form:

Attest:

Nena Cook, City Attorney

Natasha Ramras, City Clerk

State of Washington)
 :ss.
County of Clark)

I certify that I know or have satisfactory evidence that Lon Pluckhahn is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as City Manager of City of Vancouver, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2025.

NOTARY PUBLIC in and for the state
of Washington residing at _____
My commission expires:_____

4525112 D

RecFee - \$46.00 Pages: 5 - CITY OF VANCOUVER
Clark County, WA 01/26/2009 11:22



After recording, return to:

City of Vancouver
City Clerk's Office
P. O. Box 1995
Vancouver, WA 98668-1995

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951

EXEMPT

Affid. # 633288 Date 1.26.09
For Details of tax paid see

Affid. # _____
Doug Lasher
Clark County Treasurer
By _____ Deputy

QUIT CLAIM DEED

Title of Document: Quit Claim Deed
Grantor(s): City of Vancouver, a Municipal Corporation
Grantee(s): Quad Investments - 3000, a Limited Liability Company
Assessor's Tax Parcel ID#(s): 030862-015; 037521-000; 037916-991; 037916-965; 037916-969

THE GRANTOR, City of Vancouver, a Municipal Corporation, for and in consideration of valuable considerations as set out in part below, conveys and Quit Claims to Quad Investments - 3000, a Limited Liability Company, its heirs and assigns, the following described real estate situated in the City of Vancouver, County of Clark, State of Washington, to-wit:

A Portion of North ½ of S36, T2N, R1E WM; See attached full legal as Exhibit "A" and "B".

The City retains an easement and the right to exercise and grant easements for the repair, service, maintenance and/or installation of sewer, water, telephone, power utilities and other public utilities and for relocation and/or protection of existing utilities under and over the vacated area described in Exhibit "A" and "B".

CONSIDERATION: Consideration for the transfer of the above-described real estate is the payment of EIGHTY TWO THOUSAND, TWO HUNDRED, THIRTY EIGHT DOLLARS, AND 00/100 (\$82,238.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

DATED this 22nd day of JANUARY, 2009.

GRANTOR:

CITY OF VANCOUVER
A Washington municipal corporation

By: Pat McDonnell
Pat McDonnell, City Manager

APPROVED AS TO FORM:

By: Ted H. Gathe
Ted H. Gathe, City Attorney

STATE OF WASHINGTON

)

) ss.:

COUNTY OF CLARK

)

I hereby certify that I know or have satisfactory evidence that Pat McDonnell is the person who appeared before me, and that said person acknowledged that he is the authorized person to execute this instrument as the City Manager of the City of Vancouver, of Clark County, Washington, and who signed this Quit Claim Deed and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 22nd day of January, 2009.

Judith K. Hoggatt
Notary Public
Residing at Battle Ground
My commission expires: 2-17-12



ENGINEERING PLANNING
FORESTRY

13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



LANDSCAPE ARCHITECTURE
SURVEYING

Offices Located In:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

EXHIBIT A

A tract of land located in the North One-Half of Section 36, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, being more particularly described as follows:

Beginning at an aluminum cap at the North Quarter corner of Section 36; thence along the north line of Section 36 South $89^{\circ}13'33''$ East 1011.59 feet to a point; thence along the east line of Auditor's File Number 3942318 and the northerly extension thereof South $00^{\circ}33'53''$ East 685.72 feet to a 1/2 inch iron rod with a yellow plastic cap inscribed "OLSON 9025" and the True Point of Beginning; thence along the north right-of-way line of SE Columbia House Boulevard (100.00 feet from centerline) North $78^{\circ}13'21''$ West 991.63 feet to a point; thence continuing along said north right-of-way line South $11^{\circ}47'51''$ West 10.00 feet to a point; thence continuing along said north right-of-way line (90.00 feet from centerline) North $78^{\circ}13'21''$ West 543.08 feet to a 1/2 inch iron rod with a yellow plastic cap inscribed "OLSON 9025"; thence along a spiral with a Radius of 2955.00 feet, a Theta of $01^{\circ}58'11''$, a Length of 203.17 feet, and a Chord of North $78^{\circ}52'50''$ West 203.16 feet to a 1/2 inch iron rod with a yellow plastic cap inscribed "OLSON 9025"; thence along a curve to the left with a Radius of 2955.00 feet, a Delta of $19^{\circ}56'09''$, a Length of 1028.18 feet, and a Chord of South $89^{\circ}47'41''$ West 1023.00 feet to a point; thence South $78^{\circ}28'11''$ West 56.93 feet to a point on the east right-of-way of SE Grove Street (30.00 feet from centerline); thence along the southerly extension of said east right-of-way South $02^{\circ}43'54''$ East 14.81 feet to a point; thence South $52^{\circ}08'01''$ East 53.15 feet to a point; thence along a line 35.00 feet north from the centerline of SE Columbia House Boulevard North $78^{\circ}27'51''$ East 23.29 feet to a point; thence continuing along a curve to the right 35.00 feet north from the centerline of SE Columbia House Boulevard with a Radius of 2900.00 feet, a Delta of $19^{\circ}56'09''$, a Length of 1009.04 feet, and a Chord of North $89^{\circ}47'41''$ East 1003.96 feet to a point; thence along a spiral with a Radius of 2900.00 feet, a Theta of $01^{\circ}59'16''$, a Length of 201.23 feet, and a Chord of South $78^{\circ}52'38''$ East 201.23 feet to a point; thence South $78^{\circ}13'21''$ East 1548.94 feet to a point; thence along the southerly extension of the east line of Auditor's File Number 3942318 North $00^{\circ}33'50''$ West 66.54 feet to the True Point of Beginning.

The above described tract of land contains 3.78 acres, more or less. The Basis of Bearings is per Survey Book 25 Page 5, Clark County Survey Records.

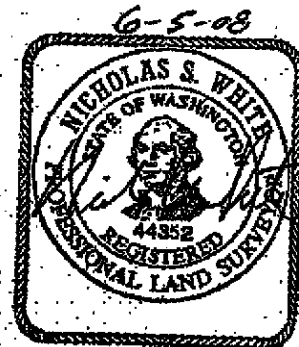


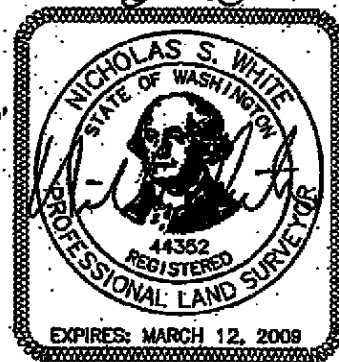
EXHIBIT B-1

A TRACT OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON

PREPARED FOR

QUAD INVESTMENTS, LLC.
PO BOX 2065
VANCOUVER, WA 98668

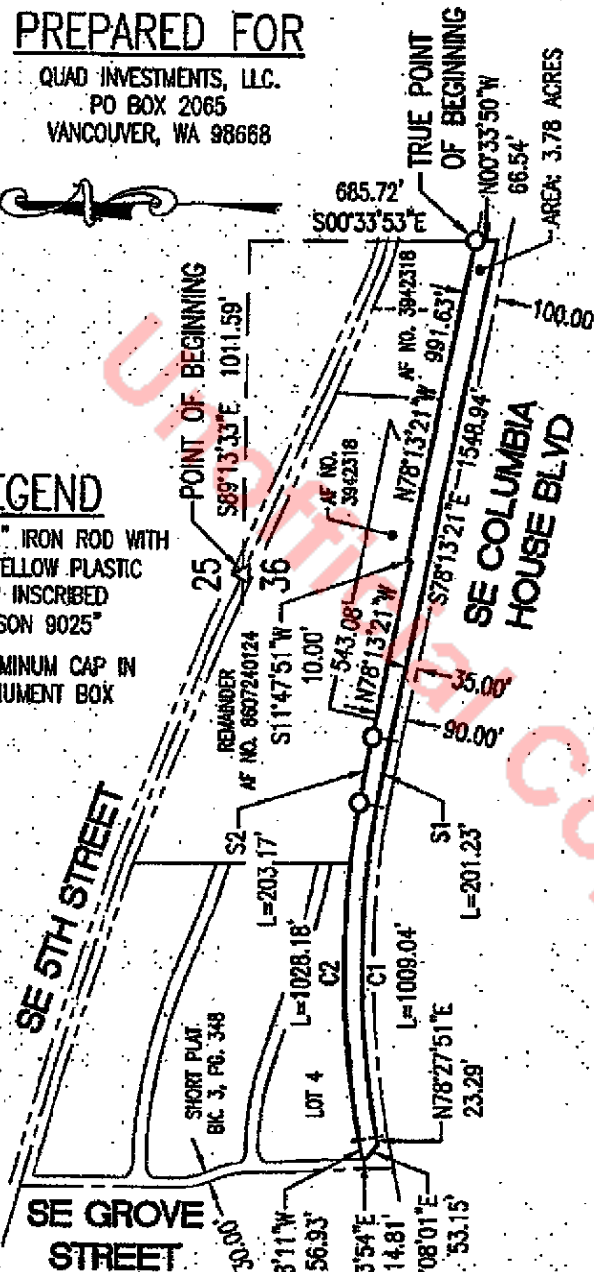
SCALE 1" = 500 FEET



LEGEND

- 1/2" IRON ROD WITH A YELLOW PLASTIC CAP INSCRIBED "OLSON 9025"
- △ ALUMINUM CAP IN MONUMENT BOX

**BASIS OF BEARINGS IS PER SURVEY BOOK 25, PAGE 5, CLARK COUNTY SURVEY RECORDS.



**SEE EXHIBIT B-2 FOR CURVE AND SPIRAL INFORMATION

ENGINEERING • PLANNING • SURVEYING FORESTRY • LANDSCAPE ARCHITECTURE LICENSED IN OR. WA & AK			
JOB NAME: QUAD INSTANTS	JOB #:	1753	
DRW BY:	JOB:	JOH	
CKD BY:	NSW		
DWG #:	053008	1753EB	



12011 NE 99TH STREET,
SUITE 1530
VANCOUVER, WA 98682
PHONE: (360) 882-0419
FAX: (360) 882-0426
OFFICES LOCATED IN SHERWOOD, OR AND REDMOND, OR

EXHIBIT B-2

A TRACT OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON

CURVE TABLE

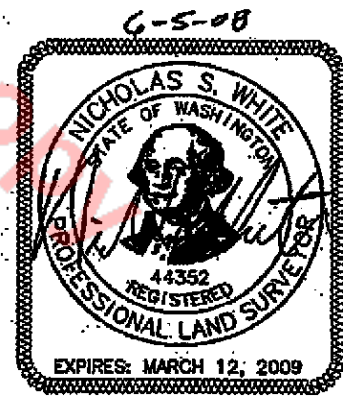
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	2900.00'	19°56'09"	1009.04'	N89°47'41"E 1003.96'
C2	2955.00'	19°56'09"	1028.18'	S89°47'41"W 1023.00'

SPIRAL TABLE

SPIRAL	RADIUS	THETA	LENGTH	CHORD
S1	2900.00'	01°59'16"	201.23'	S78°52'38"E 201.23'
S2	2955.00'	01°58'11"	203.17'	S78°52'50"E 203.16'

PREPARED FOR

QUAD INVESTMENTS, LLC.
PO BOX 2065
VANCOUVER, WA 98668



JOB NAME:	QUAD INVESTMENTS
JOB #:	1753
DRW BY:	JOH
CKD BY:	NSW
DWG #:	053008 1753E08

ENGINEERING • PLANNING • SURVEYING
FORESTRY • LANDSCAPE ARCHITECTURE
LICENSED IN OR, WA & AK



12011 NE 99TH STREET,
SUITE 1530
VANCOUVER, WA 98682
PHONE: (360) 882-0419
FAX: (360) 882-0426
OFFICES LOCATED IN SHERWOOD, OR AND REDMOND, OR



EXHIBIT ____

PO Box 398
Camas, WA 98607
360.834.2519
fax.834.5498
www.kcdevelopment.net

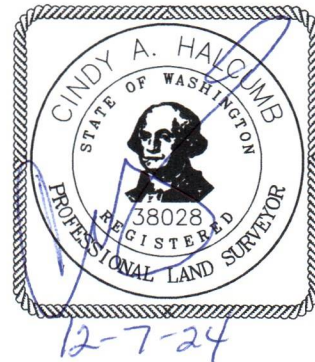
PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.

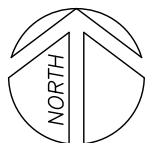
Partial Vacation of Easement in AF#4525112 Legal Description December 7, 2024

A portion of the John Nye Donation Land Claim, situated in the Northwest 1/4 of the Northeast 1/4 of Section 36, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington, being more particularly described as follows:

Beginning at a point on the Southerly line of an existing building which bears N17°06'00"E, 68.24 feet and S72°54'00"E, 47.32 feet from the Southwest Corner of Parcel I of the T & T Hospitality Services, Inc. Tract of Land as described in deed, recorded in Auditor's File Number 6147717 D, Clark County Records; thence S76°39'09"E, 63.91 feet to the Easterly line of said building; thence along said building line, S17°06'00"W, 4.18 feet to the most Southerly corner thereof; thence along said Southerly building line, N72°54'00"W, 63.77 feet to the Point of Beginning.

Containing 133 Square Feet.





1"=20'

WASHINGTON
STATE PLANE
COORDINATES
SOUTH ZONE
(NAD 83-91)

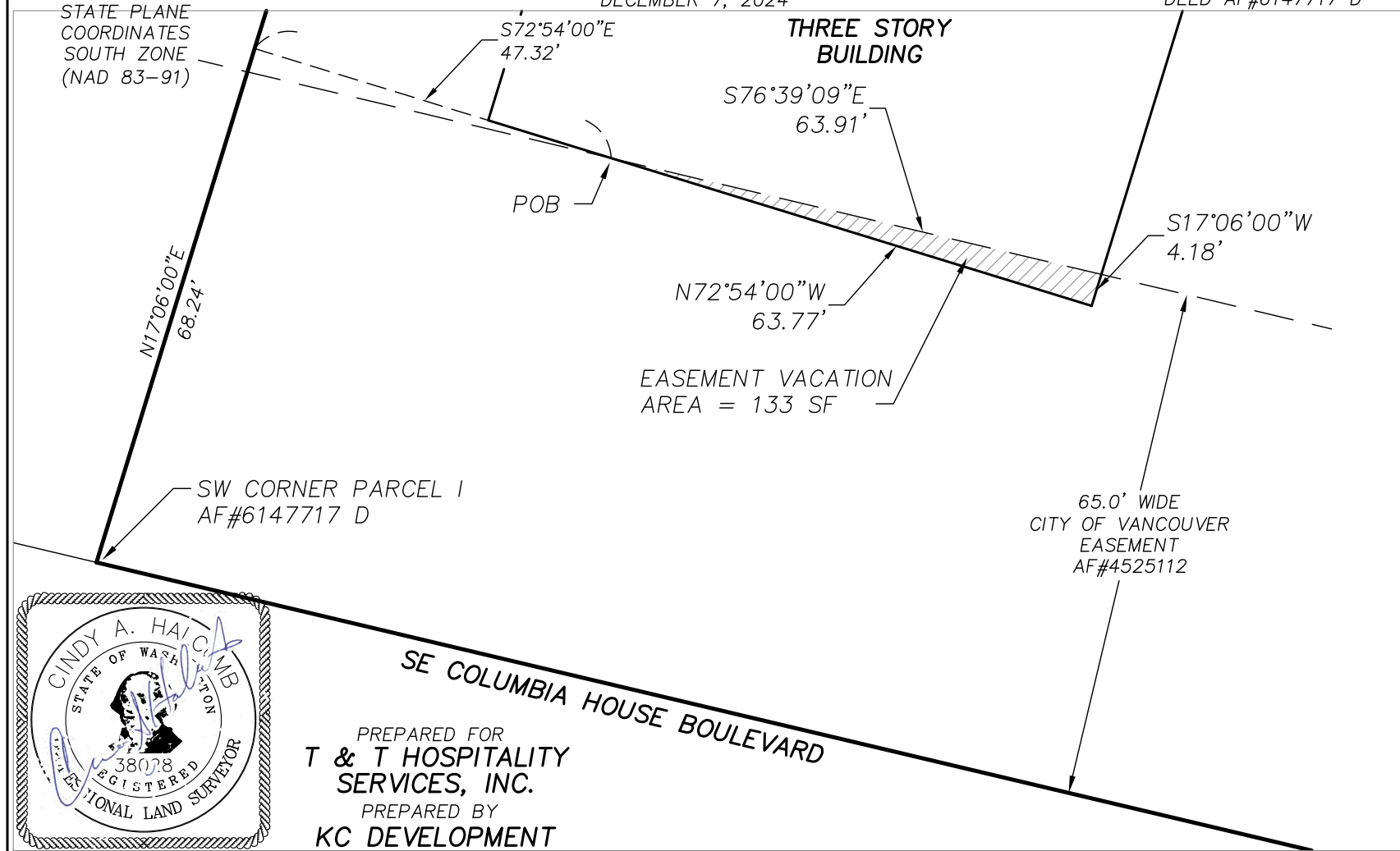
EXHIBIT ____

A PORTION OF JOHN NYE DONATION LAND CLAIM,
SITUATED IN THE NW 1/4 OF THE NE 1/4 OF SECTION 36,
TOWNSHIP 2 NORTH, RANGE 1 EAST, W.M.,
CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON

DECEMBER 7, 2024

SITE DATA

4000 COLUMBIA HOUSE BLVD
VANCOUVER, WA 98661
PARCEL NO. 37916965
DEED AF#6147717 D



PREPARED FOR
**T & T HOSPITALITY
SERVICES, INC.**
PREPARED BY
KC DEVELOPMENT

Staff Report: 147-25

To: Mayor and City Council
From: City Manager
Date: July 14, 2025

Subject

Easement Release - Parcels 986069268, 986069269, and 49442000

Key Points

- Release of utility easement recorded under Auditor's File Number 8501250001 and wall easement recorded under Auditor's File Number 4695386 will turn back encumbered private property.
- Staff is recommending that no compensation be required for releasing these easements.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation

The City received a request from the property owner of three parcels to extinguish various easements. The parcels and improvements are owned by The Columbian, Inc., or one of two of its affiliates, Vancouver Real Estate, LLC, or Vancouver Real Estate II, LLC, collectively referred to here as the "Owners." The three properties lie between 6th Street and 8th Street and are split by Grant Street. Parcel numbers 986069268 and 986069269 are east of Grant Street and are currently used as surface parking. Parcel number 49442000 is west of Grant Street and comprises the operational center for *The Columbian Newspaper*. The owners plan to redevelop these properties in the future.

Grant Street in this area has undergone considerable redevelopment in the past 15 years related to creating road access into the Waterfront District. This included acquisitions by the City, several street vacations, and granting of various easements to the City associated with both. As a result of prior actions, two unnecessary easements now encumber the properties, hindering the owner's ability to redevelop them. Accordingly, the owner has requested the City extinguish these easements.

Request to release utility easement granted as part of 6th Street vacation:

In 1984, the City vacated a portion of 6th Street. The owner received a portion of the vacated street, which was added to the southern end of parcel 986069269. As a condition of that vacation, the City reserved to itself a utility easement for the vacated area. The City determined it does not and will not need this utility easement and that it can be released. The attached map shows the area for release along the south property line. The proposed Release of Easement is attached as A-2.

Request to release wall easement granted to City in 2010:

As part of re-routing Grant Street in 2012 to create the underpass under the BNSF corridor, the City required that the owner dedicate a wall easement affecting all three parcels for two walls that provided elevation transitions from those properties to the new Grant Street. The attached map shows the location along Grant Street. When the owner redevelops its properties on both sides of Grant Street, part of the design will include a different way of dealing with the elevation difference

between Grant Street and each property (up to 17 feet high on the southwest wall area), making this wall easement unnecessary. This type of street/property interface is commonly done in development projects. The proposed Release of Easement is attached as B-2.

Staff has determined that these public easements are no longer needed. The released easements will allow these lots to be fully utilized.

Advantage(s)

Releasing excess easement areas reduces encumbrance on the three parcels.

Challenge(s)

None

Budget Impact

None

Prior Council Review

None

Action Requested

On Monday, July 14, 2025, authorize the City Manager, or designee, to sign the attached easement releases.

Staff Contact

Kris Olinger, Utility Engineering Program Manager, kris.olinger@cityofvancouver.us

Attachments:

1. Ordinance - 10-11-1984
2. Map
3. Attachment A - Release of Unused Utility Easement Reservation - AFN 8501250001
4. Attachment B - Wall Easement AFN 4695386
5. Attachment C - Release of 2010 Wall Easement - AFN 4695386
6. Attachment D- Easement Release Request Letter

10/11/84

8501250001

ORDINANCE NO. M-2512

AN ORDINANCE providing for the vacation of a portion of Sixth Street; providing for payment therefor by the petitioner in the amount of \$14,525 as a condition of such vacation.

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. On July 2, 1984, the City Council pursuant to R.C.W. 35.79.010 adopted Resolution M-2401, scheduling a public hearing upon a petition by the owner of abutting property that the Council vacate a portion of the north side of Sixth Street between Harney Street and that portion of Grant Street vacated by Ordinance M-1913. Said street right-of-way is located in the City of Vancouver, County of Clark, State of Washington and is legally described as follows:

A tract of land situated in Section 27, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows: Beginning at the intersection of the North line of West 6th Street with the Northeasterly line of the Burlington Northern Railroad right-of-way, as shown on that record of survey map in Book 15, Page 19, Book of Surveys recorded May 28, 1982, Clark County, Washington;

Thence Northwesterly along said Northeasterly railroad line to the centerline of vacated Harney Street; thence South 89°56'18" East a distance of 1.41 feet; thence South 71°19'43" East a distance of 251.44 feet; thence South 75°58'28"

001

920-2

120-1.4

East a distance of 82.46 feet; thence South 87°36'57" East a distance of 130.11 feet; thence South 00°00'07" West to the said North line of West 6th Street; thence Westerly along said North line of West 6th Street to the point of beginning. An area of 20,539.21 square feet.

Section 2. By such resolution the Council set Monday, August 13, 1984 at 7:00 p.m. in the Council Chambers in the City Hall, 210 East 13th Street, Vancouver, Washington, as the time and place for public hearing on the proposed street vacation. The City Clerk posted the notices of the hearing as required by law. At the time and place thus set for hearing, the hearing was held and no objections were made. The Council then determined to grant the petition and to require the petitioner to pay a fee to be computed under R.C.W. 35.79.020.

Section 3. The street right-of-way described in Section 1 and as shown on the map attached hereto as Exhibit "A" is hereby vacated; provided, (1) the City retains an easement and the right to grant easements for the repair, service, maintenance and/or installation of sewer, water, telephone, power utilities and other utilities, (2) that pursuant to R.C.W. 35.79.030 petitioner will pay the City by a date 30 days from passage of this ordinance the sum of \$14,525.

002

Section 4. This ordinance shall go into effect 30 days from the time of its final passage; provided, if the fee set by Section 3 has not been paid by that time and date

ORDINANCE - 2

this ordinance shall become void and not go into effect.

Read first time: NOVEMBER 19, 1984

PASSED by the following vote:

Ayes: Councilmembers LEGRY, HART, POKORNOWSKI, LEHMAN,

Nays: Councilmembers NONE BESSERMAN, SEIDL

Absent: Councilmembers HAGENSEN

Read second time: DECEMBER 3, 1984

PASSED by the following vote:

Ayes: Councilmembers LEGRY, HAGENSEN, HART, POKORNOWSKI,

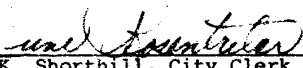
Nays: Councilmembers SEIDL LEHMAN, BESSERMAN,

Absent: Councilmembers NONE

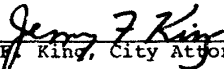
SIGNED this 3rd day of DECEMBER, 1984.


Bryce Seidl, Mayor

Attest:


H.K. Shorthill, City Clerk
By June Rosentreter, Deputy City Clerk

Approved as to form:


Jerry F. King, City Attorney

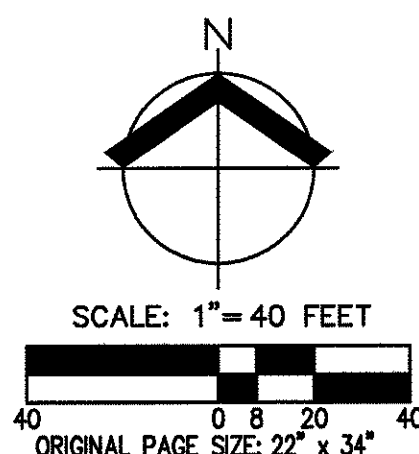
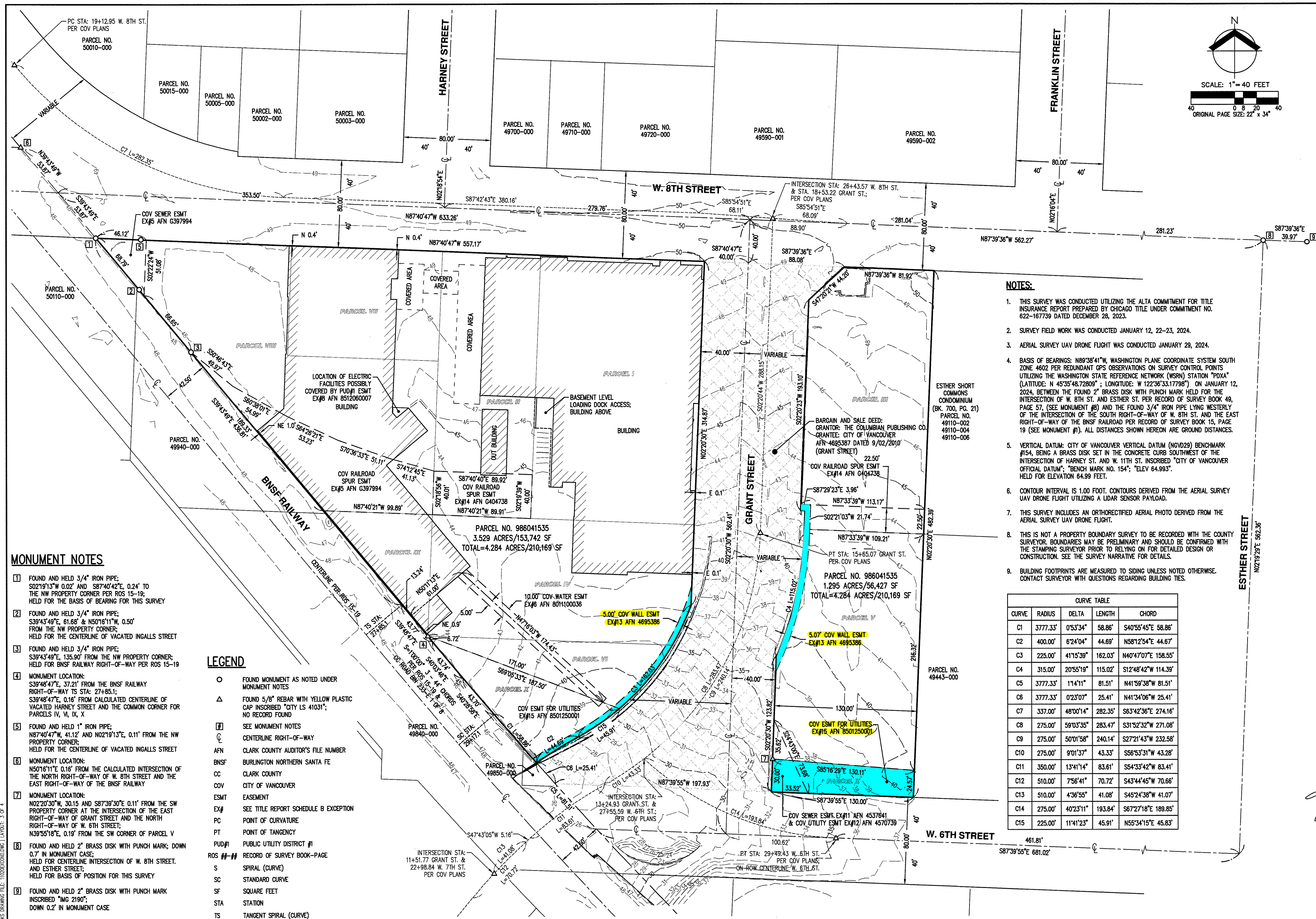
003

ORDINANCE - 3

[illegible]

PROPOSED STREET VACATION

094



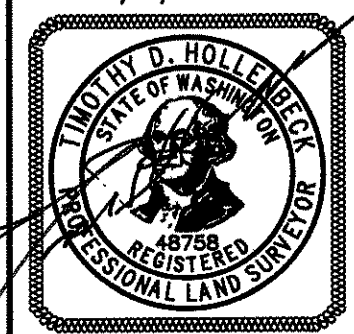
THE COLUMBIAN INC
701 W. 8TH STREET
VANCOUVER **WA**
SW1/4 SEC. 27, T2N, R1E, W4M.
986041535

AKS
AKS ENGINEERING & FORESTRY, LLC
9600 NE 126TH AVE., STE. 2520
VANCOUVER, WA 98682
TEL 862.0419
WWW.AKS-ENG.COM

ENGINEERING • SURVEYING • NATURAL RESOURCES
FORESTRY • PLANNING • LANDSCAPE ARCHITECTURE

EXISTING CONDITIONS

DESIGNED BY:	
DRAWN BY:	TDH
MANAGED BY:	TDH
CHECKED BY:	TAM
DATE:	03/14/2024



REVISIONS

JOB NUMBER
11020
SHEET

3 OF 4

After recording, return to:

Roy D. Pyatt
Landerholm, P.S.
PO Box 1086
Vancouver WA 98666

Space Above for Recording Information Only

Tax Acct. No. 986069-269
Abbr. Legal: WEST VANCOUVER #4 BLK 39

RELEASE OF EASEMENT FOR UTILITIES

GRANTOR: The City of Vancouver, a municipal corporation of the State of Washington

GRANTEE: Vancouver Real Estate II, LLC, a Washington limited liability company

Grantor, for and in consideration of releasing an unused easement reservation burdening a portion of Grantee's real property described in Exhibit "A" attached hereto, hereby terminates, releases, and forever quitclaims to Grantee, all easements reserved on, over, under, and across the vacated portion of Sixth Street pursuant to Section 3 of Ordinance No. M-2512 recorded under Clark County Washington Auditor's File No. 8501250001.

DATED this ____ day of _____, 2025.

CITY OF VANCOUVER

By: Lon Pluckhahn, City Manager

Approved as to form:

Attest:

Nena Cook, City Attorney

Natasha Ramras, City Clerk

STATE OF WASHINGTON)
) ss.
County of Clark)

 This record was acknowledged before me on this ____ day of _____,
2025 by Lon Pluckhahn, as City Manager of the City of Vancouver, a municipal corporation
of the State of Washington.

NOTARY PUBLIC for the State of Washington,
My Commission Expires:_____

Exhibit "A"
Vancouver Real Estate II, LLC Property

PARCEL V

That portion of Block 39 of the 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 and a portion of vacated West Seventh Street, described as follows:

BEGINNING at a point on the West line of Lot 5, Block 39, said Plat of the Town of Vancouver, North 0°45'23" East 30.00 feet from the Southwest corner thereof; thence South 86°51'36" East 130.11 feet; thence North 0°45'23" East 215.99 feet; thence North 89°14'34" West 130.00 feet; thence South 0°45'23" West 210.58 feet to the point of beginning.

TOGETHER WITH the East 40 feet of Grant Street, vacated by Ordinance No. M-1913 of the City of Vancouver, recorded under Auditor's File No. 8212160047, lying adjacent to said Tract.

EXCEPT that portion conveyed to the City of Vancouver, a Washington municipal corporation recorded on September 3, 2010, under Auditor's File No. 4695387.

A PORTION OF PARCEL X

That portion of the following described tract of land located on the east side of Grant Street, as conveyed to the City of Vancouver recorded under Auditor's File No. 4695387, described as follows:

A tract of land situated in Section 27, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the intersection of the North line of West 6th Street with the Northeasterly line of the Burlington Northern Railroad right of way, as shown on that record of survey map in Book 15, Page 19, Book of Surveys recorded May 28, 1982, Clark County, Washington;

THENCE Northwesterly along said Northeasterly railroad line to the centerline of vacated Harney Street; thence South 89°56'18" East a distance of 1.41 feet; thence South 71°19'43" East a distance of 251.44 feet; thence South 75°58'28" East a distance of 82.46 feet; thence South 87°36'57" East a distance of 130.11 feet; thence South 00°00'07" West to the said North line of West 6th street; thence Westerly along said North line of West 6th Street to the point of beginning.

EXCEPT that portion conveyed to the City of Vancouver, a Washington municipal corporation recorded on September 3, 2010, under Auditor's File No. 4695387.

5
4695386 EAS

RecFee - \$66.00 Pages: 5 - CLARK COUNTY TITLE CO
Clark County, WA 09/03/2010 04:06

When Recorded Return To

City of Vancouver
Contracts Administrator
P.O. Box 1995
Vancouver, WA 98668-1995

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951

Affd. # 655796 Date 9/3/10
EXEMPT
For Details of tax paid see

Affd. # _____

Doug Lasher
Clark County Treasurer

By _____ Deputy

WALL EASEMENT

M5517/CAT 232797
Grantor, The Columbian Publishing Company, a Washington corporation, formerly known as The Columbian, Inc. and successor by merger with Columbia Development Company, for and in consideration of one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, conveys to The City of Vancouver, a municipal corporation of the State of Washington, a perpetual wall easement, with the right, privilege and authority to, with access taken from the adjacent City of Vancouver right of way, use, maintain, inspect, repair, reconstruct, replace, and keep obstacles clear, across the following real estate situated in the City of Vancouver, County of Clark State of Washington, to-wit:

See Legal Description and Exhibit attached hereto and incorporated by reference.

The terms and provisions of this Agreement shall run with the land and be binding upon and inure to the present property owners and their legal representatives, successors, assigns and/or transferees. The City agrees, upon execution, to record this Agreement in the land title records of Clark County and shall bear the cost of recording.

APN 49442-000 PTN SEC 27 T2N, R1E

Dated this 31 day of August, 2010

The Columbian Publishing Company:

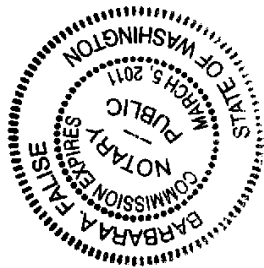
By _____

Its President and CEO

STATE OF WASHINGTON)
County of Clark) ss.

On this 31 day of August, 2010, before me personally appeared Scott Campbell, President of The Columbian Publishing Company, a Washington corporation, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the _____ seal of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: Barbara A Falise

Name (Print): Barbara A Falise

NOTARY PUBLIC in and for the State of
Washington, residing at Yamouset
My appointment expires: 03/05/2011

Waterfront Wall Easement Legal Description
West side

That portion lying in the Amos Short D.L.C., being a portion of Block 44 Plat of "City of Vancouver" Book B of Plats, Page 40, records of Clark County in the NW1/4 of the SW1/4, of Section 27, Township 2 North, Range 1 East, Willamette Meridian, situated in, Clark County, Washington more particularly described as follows:

Beginning at a brass disk at the intersection of W. 8th Street and vacated Grant street centerlines as shown on record of survey Book 15, Page 19 records of Clark County; Thence South $2^{\circ}19'58''$ West along the centerline of vacated Grant Street 40.00 feet to the South right-of-way line of W. 8th Street; Thence North $87^{\circ}41'10''$ West 40.00 feet to the West right-of-way line of vacated Grant Street; Thence South $2^{\circ}19'58''$ West along said West right-of-way line 296.14 feet to a non tangent curve to the right with a tangent bearing of South $15^{\circ}29'46''$ West; also being the True point of beginning; Thence southwesterly along said curve to the right with a 220.00 foot radius, through a central angle of $45^{\circ}54'20''$ for an arc distance of 176.26 feet to a point of reverse curvature to the left with a tangent bearing of South $61^{\circ}24'06''$ West; Thence southwesterly along said curve to the left with a 405.00 foot radius, through a central angle of $6^{\circ}18'58''$ for an arc distance of 44.65 feet more or less to the Northeasterly right-of-way line of the Burlington Northern Santa Fe Railroad; Thence southeasterly along said Railroad right-of-way line 5.03 feet more or less to a non tangent curve to the right with a tangent bearing of North $55^{\circ}10'01''$ East; Thence northeasterly along said curve to the right with a 400.00 foot radius, through a central angle of $6^{\circ}14'05''$ for an arc distance of 43.53 feet to a point of reverse curvature to the left with a tangent bearing of North $61^{\circ}24'08''$ East; Thence northeasterly along said curve to the left with a 225.00 foot radius, through a central angle of $41^{\circ}15'39''$ for an arc distance of 162.03 feet to the West right-of-way line of vacated Grant Street; Thence North $2^{\circ}19'58''$ East along said West right-of-way 18.71 feet to the point of beginning.

Containing more or less 1,064 square feet.

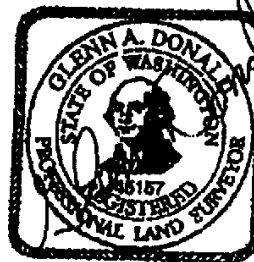


Exhibit A
Page 1 of 3

Exhibit A

Waterfront Wall Easement Legal Description
East side

That portion lying in the Amos Short D.L.C., being a portion of Block 39 and vacated W. 7th Street Plat of "City of Vancouver" Book B of Plats, Page 40, records of Clark County in the NW1/4 of the SW1/4, of Section 27, Township 2 North, Range 1 East, Willamette Meridian, situated in, Clark County, Washington more particularly described as follows:

Beginning at a brass disk at the intersection of W. 8th Street and vacated Grant street centerlines as shown on record of survey Book 15, Page 19 records of Clark County; Thence South 2°19'58" West along the centerline of vacated Grant Street 40.00 feet to the South right-of-way line of W. 8th Street; Thence South 87°39'28" East along said South right-of-way line 88.08 feet; Thence South 47°20'29" West 44.20 feet; Thence South 2°20'31" West 188.10 feet to the True point of beginning; Thence South 87°39'29" East 9.00 feet; Thence South 2°20'31" West 26.74 feet to a point of curvature to the right; Thence southwesterly along said curve to the right with a 320.00 foot radius, through a central angle of 23°08'49" for an arc distance of 129.28 feet to the East right-of-way line of vacated Grant Street; Thence North 2°19'58" East along said East right-of-way line 13.32 feet to a non tangent curve to the left with a tangent bearing of North 23°15'39" East; Thence northeasterly along said curve with a of 315.00 foot radius, through a central angle of 20°55'07" for an arc distance of 115.01 feet; Thence North 2°20'31" East 21.74 feet; Thence North 87°39'29" West 4.00 feet; Thence North 2°20'31" East 5.00 feet to the point of beginning.

Containing more or less 765 square feet.

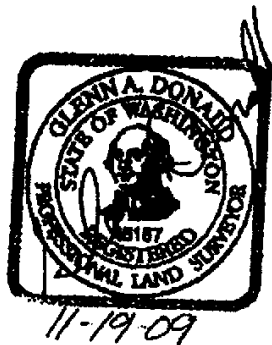
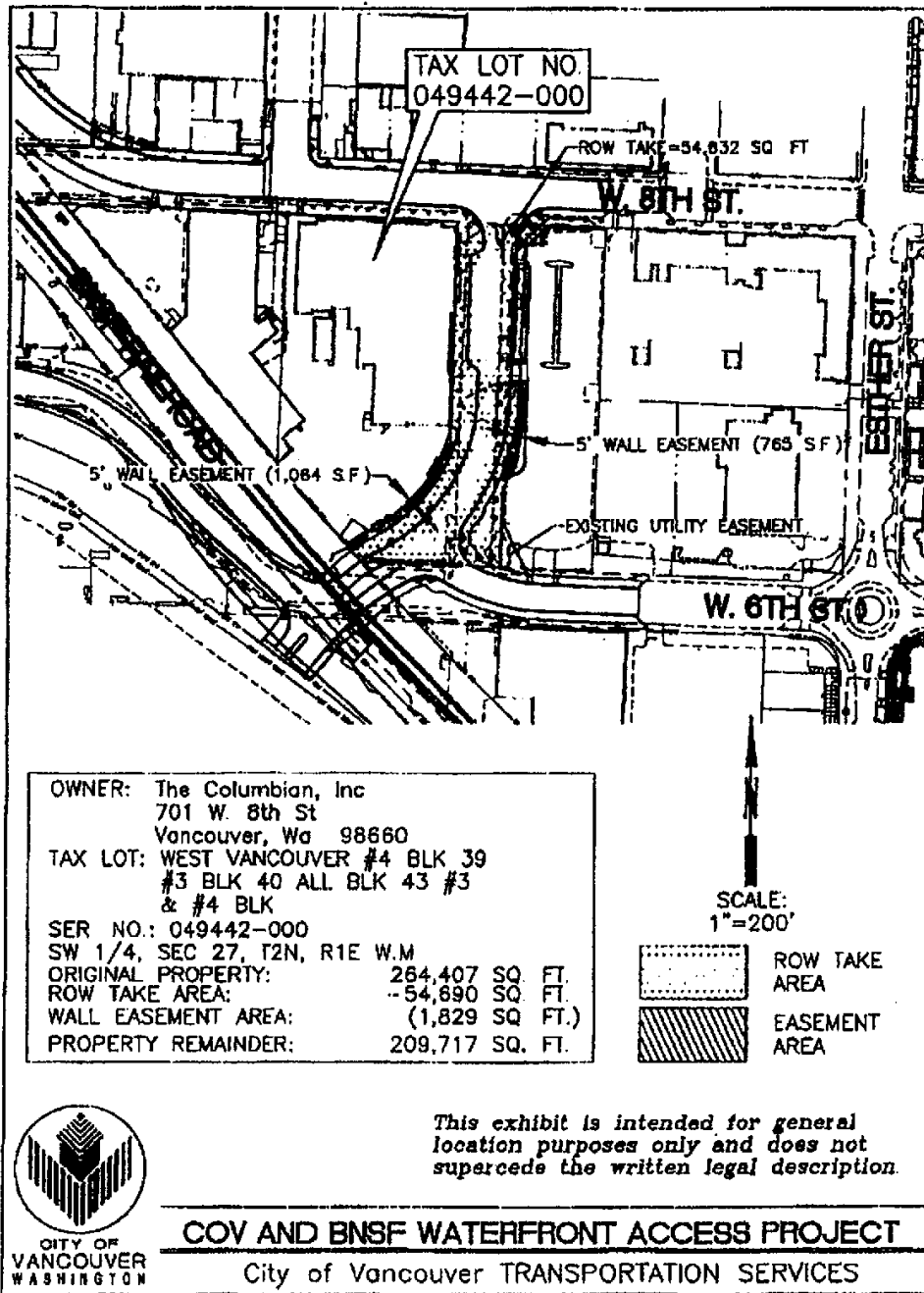


Exhibit A
Page 2 of 3

Exhibit A



071233 049442-000TAKE DWG 11/20/2009

Exhibit A
Page 3 of 3

After recording, return to:

Roy D. Pyatt
Landerholm, P.S.
PO Box 1086
Vancouver WA 98666

Space Above for Recording Information Only

Tax Acct. Nos. 986041-535, 986069-268, and 986069-269
Abbr. Legals: WEST VANCOUVER ALL BLK 43 #3/50 #2/51 & #2,4/44 (Land Only); WEST VANCOUVER
#3 BLK 40; WEST VANCOUVER #4 BLK 39

RELEASE OF WALL EASEMENT

GRANTOR: The City of Vancouver, a municipal corporation of the State of Washington

GRANTEES: Vancouver Real Estate, LLC, a Washington limited liability company; and
Vancouver Real Estate II, LLC, a Washington limited liability company

Grantor, in connection with certain redevelopment of portions of the Grantees' real property described in Exhibit "A" attached hereto, hereby terminates, releases, and forever quitclaims to the Grantees, the easements described in that certain Wall Easement recorded on September 3, 2010 under Clark County Washington Auditor's File No. 4695386. Grantees' removal of the walls shall be at Grantees' sole expense.

DATED this ____ day of _____, 2025.

CITY OF VANCOUVER

By: Lon Pluckhahn, City Manager

Approved as to form:

Attest:

Nena Cook, City Attorney

Natasha Ramras, City Clerk

STATE OF WASHINGTON)
) ss.
County of Clark)

 This record was acknowledged before me on this ____ day of _____,
2025 by Lon Pluckhahn, as City Manager of the City of Vancouver, a municipal corporation
of the State of Washington.

NOTARY PUBLIC for the State of Washington,
My Commission Expires:_____

Exhibit "A"

Vancouver Real Estate, LLC Property:

PARCEL I

LOTS 1, 2, 3, 6, 7 AND 8, IN BLOCK 43 OF THE 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.

TOGETHER WITH THE NORTH 40 FEET OF WEST SEVENTH STREET, VACATED BY ORDINANCE NO. M-724 OF THE CITY OF VANCOUVER, LYING ADJACENT TO SAID LOTS 6, 7 AND 8.

ALSO TOGETHER WITH THE WEST 40 FEET OF GRANT STREET, VACATED BY ORDINANCE NO. M-1913 OF THE CITY OF VANCOUVER, RECORDED UNDER AUDITOR'S FILE NO. 8212160047, LYING ADJACENT TO LOTS 1 AND 8 AND THE NORTH 40 FEET OF VACATED SEVENTH STREET.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF VANCOUVER, A WASHINGTON MUNICIPAL CORPORATION RECORDED ON SEPTEMBER 3, 2010, UNDER AUDITOR'S FILE NO. 4695387.

PARCEL II

LOTS 4 AND 5, IN BLOCK 43 OF THE TOWN OF VANCOUVER, COMMONLY KNOWN AS WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON.

TOGETHER WITH PORTIONS OF VACATED SEVENTH STREET AND VACATED HARNEY STREET, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 43, AND RUNNING THENCE WEST, 40 FEET; THENCE SOUTH, ALONG THE CENTER OF VACATED HARNEY STREET, FORMERLY "H" STREET, TO A POINT 40 FEET WEST OF THE SOUTHWEST CORNER OF SAID BLOCK 43; THENCE EAST 40 FEET; THENCE NORTH TO THE PLACE OF BEGINNING.

ALSO, BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 43, AND RUNNING THENCE WEST 40 FEET; THENCE SOUTH 40 FEET TO THE CENTER OF VACATED WEST SEVENTH STREET; THENCE EAST TO A POINT 40 FEET SOUTH OF THE SOUTHEAST CORNER OF LOT 5 OF SAID BLOCK 43; THENCE NORTH 40 FEET; THENCE WEST TO THE PLACE OF BEGINNING.

PARCEL IV

A PORTION OF BLOCK 44 OF THE TOWN OF VANCOUVER, COMMONLY KNOWN AS WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON AND PORTIONS OF VACATED WEST SEVENTH AND HARNEY STREETS, THE TOTAL TRACT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF GRANT STREET, 130.24 FEET, MORE OR LESS, NORTH OF THE SOUTHEAST CORNER OF BLOCK 44 AS SHOWN IN THE PLAT OF VANCOUVER, COMMONLY KNOWN AS WEST VANCOUVER, AND RUNNING THENCE 240 FEET WESTERLY TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY MAIN LINE TO SPOKANE, SAID POINT BEING 42.5 FEET FROM THE CENTERLINE OF THE MAINLINE TRACK AND ALSO ON THE CENTERLINE OF VACATED HARNEY STREET; THENCE NORTHERLY 109.76 FEET, MORE OR LESS, ALONG SAID CENTERLINE TO THE INTERSECTION OF CENTERLINES OF VACATED WEST SEVENTH AND HARNEY STREETS; THENCE EASTERLY 240 FEET, MORE OR LESS, ALONG CENTERLINE OF VACATED WEST SEVENTH STREET TO A POINT ON THE WEST LINE OF GRANT STREET; THENCE SOUTHERLY 109.76 FEET, MORE OR LESS, ALONG THE WEST LINE OF GRANT STREET TO THE POINT OF

BEGINNING.

ALSO TOGETHER WITH THE WEST 40 FEET OF GRANT STREET, VACATED BY ORDINANCE NO. M-1913 OF THE CITY OF VANCOUVER, RECORDED UNDER AUDITOR'S FILE NO. 8212160047, LYING ADJACENT TO SAID TRACT.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF VANCOUVER, A WASHINGTON MUNICIPAL CORPORATION RECORDED ON SEPTEMBER 3, 2010, UNDER AUDITOR'S FILE NO. 4695387.

PARCEL VI

THAT PORTION OF BLOCK 44 OF THE TOWN OF VANCOUVER, COMMONLY KNOWN AS WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON AND PORTIONS OF VACATED HARNEY STREET, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 8, BLOCK 44, SAID PLAT OF THE TOWN OF VANCOUVER, NORTH $0^{\circ}44'23''$ EAST 50 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE NORTH $70^{\circ}34'27''$ WEST 252.98 FEET, TO THE SOUTHWEST CORNER OF THAT TRACT CONVEYED TO COLUMBIA DEVELOPMENT COMPANY BY DEED RECORDED UNDER AUDITOR'S FILE NO. G484371; THENCE SOUTH $89^{\circ}15'11''$ EAST ALONG THE SOUTH LINE OF SAID COLUMBIA DEVELOPMENT COMPANY TRACT, 239.67 FEET; THENCE SOUTH $0^{\circ}45'23''$ WEST 81.02 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE WEST 40 FEET OF GRANT STREET, VACATED BY ORDINANCE NO. M-1913 OF THE CITY OF VANCOUVER, RECORDED UNDER AUDITOR'S FILE NO. 8212160047, LYING ADJACENT TO SAID TRACT.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF VANCOUVER, A WASHINGTON MUNICIPAL CORPORATION RECORDED ON SEPTEMBER 3, 2010, UNDER AUDITOR'S FILE NO. 4695387.

PARCEL VII

LOTS 1 AND 2 IN BLOCK 51 OF THE TOWN OF VANCOUVER, COMMONLY KNOWN AS WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON.

TOGETHER WITH THE WEST HALF OF VACATED HARNEY STREET ADJOINING THE EAST BOUNDARY LINE OF AFORESAID LOT 1, AS VACATED UNDER THE CITY OF VANCOUVER ORDINANCE NUMBER 724.

PARCEL VIII

ALL OF LOTS 3 AND 8 AND PORTIONS OF LOTS 4, 5, 6 AND 7 OF BLOCK 51 OF THE TOWN OF VANCOUVER, COMMONLY KNOWN AS WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON.

TOGETHER WITH PORTIONS OF VACATED WEST 7TH STREET, VACATED HARNEY STREET, FORMERLY "H" STREET, AND VACATED INGALLS STREET, FORMERLY "I" STREET, THE TOTAL TRACT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3 AND SAID BLOCK 51; THENCE SOUTH $0^{\circ}46'25''$ WEST 100.945 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE SOUTH $89^{\circ}15'11''$ EAST 140.39 FEET TO THE CENTERLINE OF VACATED HARNEY STREET, FORMERLY "H" STREET; THENCE SOUTH $0^{\circ}44'32''$ WEST 140.945 FEET ALONG SAID CENTERLINE TO ITS INTERSECTION WITH THE CENTERLINE OF WEST 7TH STREET; THENCE NORTH $89^{\circ}15'11''$ WEST

99.03 FEET ALONG THE CENTERLINE OF WEST 7TH STREET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY MAIN LINE TO SPOKANE, SAID RIGHT OF WAY LINE BEING PARALLEL TO AND 42.5 FEET DISTANT FROM THE CENTERLINE OF SAID MAIN LINE TRACK; THENCE NORTH 41°17'28" WEST 325.69 FEET ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO A POINT ON THE SOUTH LINE OF WEST 8TH STREET; THENCE SOUTH 89°15'11" EAST 176.77 FEET ALONG THE SOUTH LINE OF SAID 8TH STREET TO THE POINT OF BEGINNING.

PARCEL IX

PORTIONS OF BLOCK 50 OF THE TOWN OF VANCOUVER, COMMONLY KNOWN AS WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON AND PORTIONS OF VACATED HARNEY AND WEST 7TH STREETS, THE TOTAL TRACT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 240 FEET, MORE OR LESS, NORTH OF THE SOUTHEAST CORNER OF BLOCK 44 ALONG THE WEST LINE OF GRANT STREET TO THE CENTERLINE OF VACATED WEST 7TH STREET AND 240 FEET, MORE OR LESS, WEST ALONG SAID CENTERLINE OF WEST 7TH STREET TO THE INTERSECTION OF THE CENTERLINES OF VACATED 7TH AND HARNEY STREETS AS SHOWN IN THE PLAT OF THE TOWN OF VANCOUVER, COMMONLY KNOWN AS WEST VANCOUVER; THENCE WESTERLY ALONG THE CENTERLINE OF VACATED WEST 7TH STREET, 99 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY MAIN LINE; THENCE SOUTHEASTERLY 148 FEET, MORE OR LESS, ALONG SAID RIGHT OF WAY LINE, PARALLEL TO AND 42.5 FEET DISTANT FROM THE CENTERLINE OF SAID MAIN TRACK TO A POINT ON THE CENTERLINE OF VACATED HARNEY STREET; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID STREET, A DISTANCE OF 110 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THAT PORTION OF PARCEL X WEST OF GRANT STREET

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT OF LAND LOCATED ON THE WEST SIDE OF GRANT STREET, AS CONVEYED TO THE CITY OF VANCOUVER RECORDED UNDER AUDITOR'S FILE NO. 4695387, DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED IN SECTION 27, TOWNSHIP 2 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 6TH STREET WITH THE NORTHEASTERLY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY, AS SHOWN ON THAT RECORD OF SURVEY MAP IN BOOK 15, PAGE 19, BOOK OF SURVEYS RECORDED MAY 28, 1982, CLARK COUNTY, WASHINGTON;

THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RAILROAD LINE TO THE CENTERLINE OF VACATED HARNEY STREET; THENCE SOUTH 89°56'18" EAST A DISTANCE OF 1.41 FEET; THENCE SOUTH 71°19'43" EAST A DISTANCE OF 251.44 FEET; THENCE SOUTH 75°52'28" EAST A DISTANCE OF 82.46 FEET; THENCE SOUTH 87°36'57" EAST A DISTANCE OF 130.11 FEET; THENCE SOUTH 00°00'07" WEST TO THE SAID NORTH LINE OF WEST 6TH STREET; THENCE WESTERLY ALONG SAID NORTH LINE OF WEST 6TH STREET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF VANCOUVER, A WASHINGTON MUNICIPAL CORPORATION RECORDED ON SEPTEMBER 3, 2010, UNDER AUDITOR'S FILE NO. 4695387.

Vancouver Real Estate II, LLC Property:

PARCEL III

The West 130 feet of Block 40 of the 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.

TOGETHER WITH a portion of vacated West Seventh Street, described as follows:

BEGINNING at the Southwest corner of Block 40 of West Vancouver and running thence East 130 feet; thence South 40 feet; thence West 130 feet; thence North 40 feet to the place of beginning.

ALSO TOGETHER WITH the East 40 feet of Grant Street, vacated by Ordinance No. M-1913 of the City of Vancouver, recorded under Auditor's File No. 8212160047, lying adjacent to Block 40 and the North 40 feet of vacated Seventh Street.

EXCEPT that portion conveyed to the City of Vancouver, a Washington municipal corporation recorded on September 3, 2010, under Auditor's File No. 4695387.

PARCEL V

That portion of Block 39 of the 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 and a portion of vacated West Seventh Street, described as follows:

BEGINNING at a point on the West line of Lot 5, Block 39, said Plat of the Town of Vancouver, North 0°45'23" East 30.00 feet from the Southwest corner thereof; thence South 86°51'36" East 130.11 feet; thence North 0°45'23" East 215.99 feet; thence North 89°14'34" West 130.00 feet; thence South 0°45'23" West 210.58 feet to the point of beginning.

TOGETHER WITH the East 40 feet of Grant Street, vacated by Ordinance No. M-1913 of the City of Vancouver, recorded under Auditor's File No. 8212160047, lying adjacent to said Tract.

EXCEPT that portion conveyed to the City of Vancouver, a Washington municipal corporation recorded on September 3, 2010, under Auditor's File No. 4695387.

A PORTION OF PARCEL X

That portion of the following described tract of land located on the east side of Grant Street, as conveyed to the City of Vancouver recorded under Auditor's File No. 4695387, described as follows:

A tract of land situated in Section 27, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the intersection of the North line of West 6th Street with the Northeasterly line of the Burlington Northern Railroad right of way, as shown on that record of survey map in Book 15, Page 19, Book of Surveys recorded May 28, 1982, Clark County, Washington;

THENCE Northwesterly along said Northeasterly railroad line to the centerline of vacated Harney Street; thence South $89^{\circ}56'18''$ East a distance of 1.41 feet; thence South $71^{\circ}19'43''$ East a distance of 251.44 feet; thence South $75^{\circ}58'28''$ East a distance of 82.46 feet; thence South $87^{\circ}36'57''$ East a distance of 130.11 feet; thence South $00^{\circ}00'07''$ West to the said North line of West 6th street; thence Westerly along said North line of West 6th Street to the point of beginning.

EXCEPT that portion conveyed to the City of Vancouver, a Washington municipal corporation recorded on September 3, 2010, under Auditor's File No. 4695387.

Request for Release of Easements

Recognizing the unique geographic location of The Columbian and its affiliates' current footprint on either side of Grant Street, the most central road providing access to the rapidly expanding Vancouver Waterfront, and directly adjacent to the City of Vancouver's Waterfront Gateway redevelopment, future high-density mixed-use development on this site represents a critical piece to the future of Vancouver's ongoing downtown urbanization and redevelopment. Redevelopment of the site is also in direct alignment with the current City of Vancouver 2023-2029 strategic plan, not to mention the goals and vision of the city's City Center Redevelopment Authority.

The Columbian's current land holdings are centrally located between downtown and the waterfront, representing a strategic piece of connective tissue that will not only unify these distinct districts, but activate otherwise underutilized parcels of land relative to jobs, housing, and general commercial density. Envisioned as a fully integrated redevelopment master plan, The Columbian site intends to include an array of housing types, commercial office, retail, civic, and outdoor amenity spaces that yield a highest and best use of the land in the context of a rapidly urbanizing downtown environment, in addition to long-term community benefit. These use types aim to not only complement existing and future adjacent uses but add necessary critical housing inventory within the City of Vancouver while simultaneously activating the street level, providing a seamless experience for residents and visitors alike as they move between uptown, downtown, and the expanding waterfront.

Flexible and creative office development will empower competitive spaces that attract expanding existing and future business into the downtown core (including The Columbian), maximizing all day density and activation through professionals working onsite alongside proximate residents of the adjacent envisioned multifamily developments. Commercial office redevelopment on the site will be a significant contributing factor to the city's current and future economic development goals and planning. The comprehensive mixed-use and activated nature of the future redeveloped site will not only yield increased tax revenue for the city, but function as a key marketing attribute to attract both residents and family-wage jobs into the downtown core providing a more vibrant, walkable, active, and accessible urban experience. Future redevelopment will take into account the pedestrian experience, in addition to necessary parking and transit connectivity to ensure it offers an array of options for residents, visitors, and professionals to travel to and from the site across an array of transportation modalities.

Redevelopment of this size, scale, and significance will not be possible without the vacation of certain easements that remain on the site, including but not limited to the 2010 Wall Easement recorded under AFN 4695386, and the blanket utility easement reserved when the northern portion of Sixth Street was vacated under Ordinance M-2512 (recorded under AFN 8501250001). Given the complexity of the redevelopment, the likely number of individual buildings, access roads, parking, pedestrian access, necessary relocation of utilities, new utility and site infrastructure, and other site requirements, the prevailing easements prevent meaningful progress toward achievable redevelopment given the totality of their encumbrances. The existing easements also prevent any future necessary parcellation of the land that would facilitate competitive and dynamic redevelopment by The Columbian and its affiliates and future

development partners. Continued maintenance of the easements would restrict all future redevelopment potential, which is not in alignment with current city planning efforts, goals, and priorities.

As the redevelopment of the site envisions a strong and intentional connection between the envisioned multifamily / mixed-use development on the eastern side of Grant Street (current parking lot), to the more commercial and civic focused development on the western side (current home of existing Columbian operations), any kind of physical wall would create an unnecessary physical and aesthetic barrier between the two connected sites. Ease of access and movement between the parcels on the western and eastern sides of Grant Street are critical to the long-term success of the site's redevelopment – any physical structure preventing this connection would be contrary to the goals of the project and generally accepted urban planning best practices. Removal of the wall easement would allow for direct and meaningful connection between the two sites, allowing for a unified master plan that is empowered by a true mix of uses.

Staff Report: 148-25

To: Mayor and City Council
From: City Manager
Date: July 14, 2025

Subject

Purchase and Sale Agreement - Vancouver Innovation Center Park Parcel

Key Points

- The Parks, Recreation and Cultural Services Department is proposing the acquisition of 14.336 acres, including 13.704 acres of an existing forested tract with old-growth trees (the "Forested Tract") and a 0.632-acre parcel to be developed into parking for the future park (the "Parking Access Area"), in the Vancouver Innovation Center to establish and construct a new community park for \$4,303,409.
- The acquisition was contemplated in the Fourth Revision to the Vancouver Innovation Center Development Agreement (DA), approved by Council on March 25, 2024, and the Purchase and Sale Agreement follows the terms outlined in the DA.
- The Parks and Recreation Advisory Commission reviewed and approved the general deal terms at their meeting on November 20, 2024.
- The Purchase and Sale agreement includes an Infrastructure Development Agreement which obligates the City to contribute to a portion of the frontage improvements benefiting the Park Property along local access streets not receiving Traffic Impact Fee Credits.

Strategic Plan Alignment

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces.

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

Present Situation

Since the City Council approved the Fourth Amendment of the Vancouver Innovation Center Development Agreement, staff have been working with the owner of the VIC to negotiate the purchase and sale of the park parcel guided by terms of the DA. The Purchase and Sale Agreement captures the final terms of the property transfer and documents the final boundaries of the park parcel to be acquired by the City which includes a 13.704-acre forested tract and a 0.632-acre parking access area. The forested tract is home to old-growth trees and a restrictive covenant was recorded to preserve tree canopy coverage and limit redevelopment on the site as part of the Vancouver Innovation District Development Agreement. The parking access area has no such covenant, and will allow the City to construct parking and other necessary park amenities that would not be feasibly built in the forested tract due to the restrictive covenant.

If Council decides to approve the Purchase and Sale Agreement, staff will proceed with work on the park in a manner that is outlined in the DA. Staff will issue a Request for Qualification within 60 days of PSA execution for a qualified landscape architect to complete site assessments and create a master plan that will guide park development. This process will include robust community

engagement, and the final design will be subject to approval by the Parks and Recreation Advisory Commission. The first phase of park improvements is anticipated to be completed within three years of execution of the Purchase and Sale Agreement.

Advantage(s)

1. Allows for the creation of a new, approximately 14-acre, community park to serve the planned Vancouver Innovation Center redevelopment and surrounding neighborhoods.
2. Supports the preservation of over 13 acres of dense old-growth trees.
3. The forested tract is priced at 50% of fair market value, making it a financially efficient acquisition of land for park use.
4. Ensures timely deployment of Park Impact Fee (PIF) funds in PIF District C.
5. Enables fulfillment of the Parks Comprehensive Plan [Capital Facilities Plan \(Appendix J\)](#) with respect to new community park development in District C.

Challenge(s)

1. The future park amenities will need to be designed and installed around existing old-growth trees, which may increase costs and limit the type of amenities that can be installed.
2. The Purchase and Sale Agreement commits the City to specific milestones for the design and construction of the future park.

Budget Impact

- The \$4,303,409 cost of acquiring the park property was budgeted for in the last biennium. The purchase price will be mostly paid for by PIF funds specifically encumbered for the project and eligible for expenditure only in District C, where the park property is located.
- The City's obligation in the Infrastructure Development Agreement is currently estimated to be approximately \$240,000. There is a General Fund transfer budgeted to offset most of this cost.
- Design and construction of the Park Property will require additional City investment. The estimated costs and funding have yet to be determined.

Prior Council Review

March 25, 2024, City Council Consent Agenda

Action Requested

On Monday, July 14, 2025, approve the City's acquisition of the Park Property within the Vancouver Innovation Center pursuant to the Purchase and Sale Agreement ("PSA"), and authorize the City Manager, or designee, to finalize, issue, and execute the PSA in substantially the form attached and execute all other documents and related agreements necessary to implement the Purchase and Sale Agreement.

Staff Contact

Chim Chune Ko, Principal Project Manager, David Perlick, Director of Parks, Recreation and Cultural Services, ChimChune.Ko@cityofvancouver.us, david.perlick@cityofvancouver.us

Attachments:

1. Presentation
2. Infrastructure Development Agreement
3. Right of First Refusal
4. Purchase and Sale Agreement
5. Amended and Restated Restrictive Covenant



Vancouver Innovation Center Park Purchase and Sale Agreement

David Perlick, Director, Parks, Recreation, and
Cultural Services

Chim Chune Ko, Real Estate Project Manager,
Economic Prosperity and Housing

July 14, 2025



Agenda

- Site History
- Approved Master Plan
- Approved Open Space
- Deal Terms
- Next Steps
- Requested Action

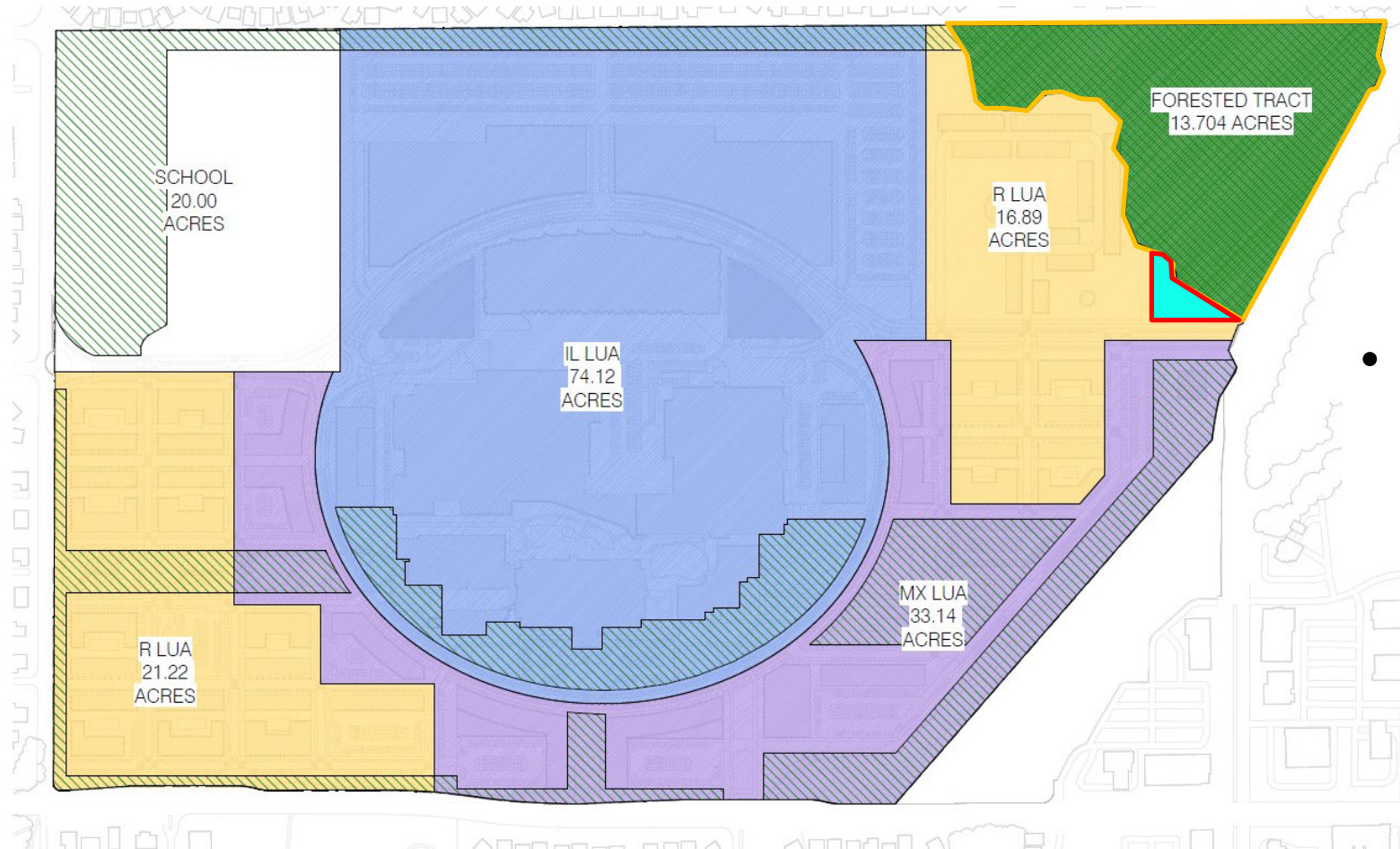


Site History

- 179-acre site originally developed by Hewlett-Packard, approximately 715,000 square feet of existing buildings onsite
- The Fourth Amendment to the Development Agreement was approved by Council on March 25, 2025 along with an update to the Maste Plan
- Staff has been negotiating the Purchase and Sale Agreement for the Park Parcel

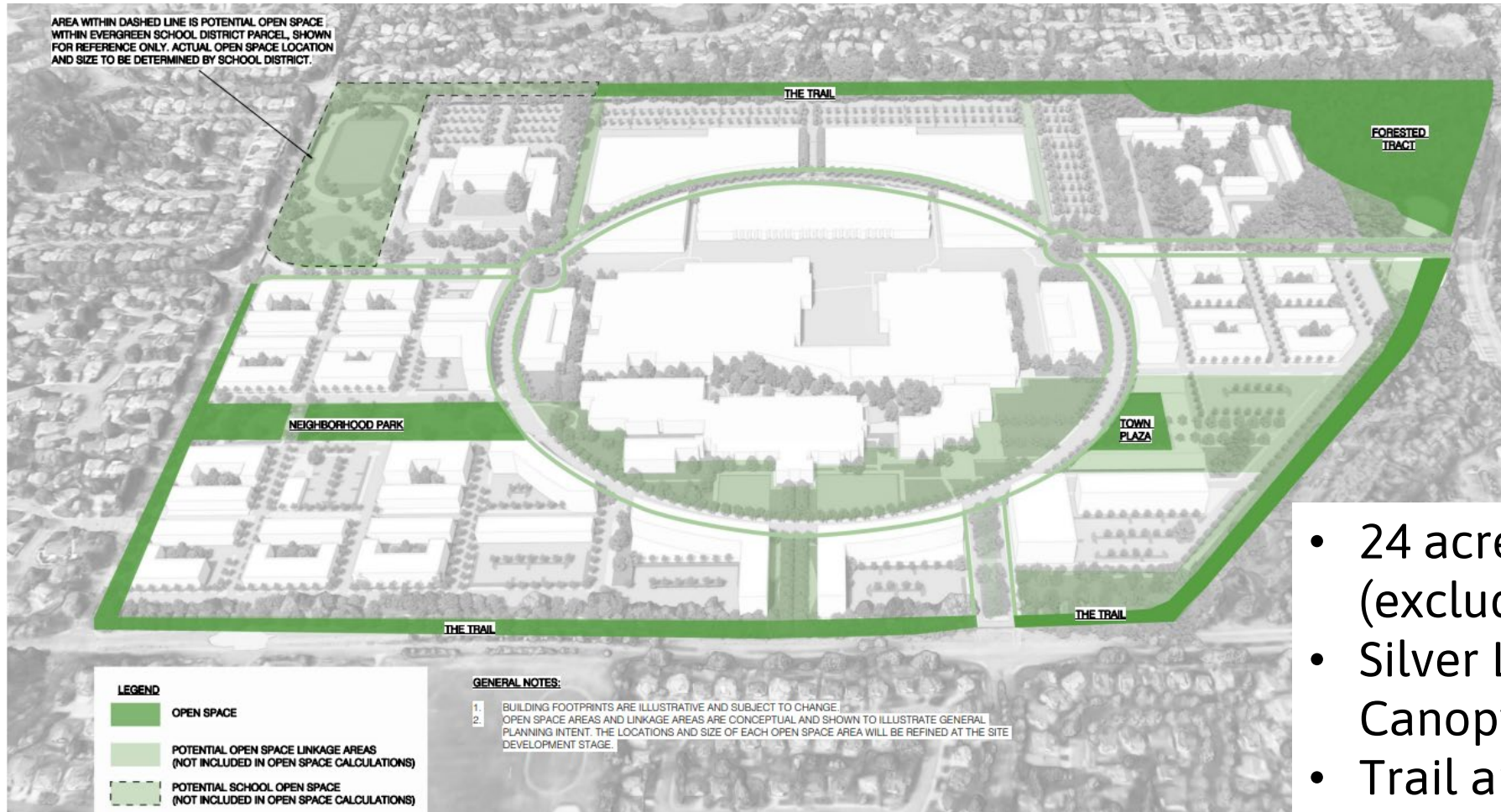


Approved Master Plan



- Park Parcel
- Forested Tract
- Parking Access Area

Approved Open Space



- 24 acres of Open Space (excluding school area)
- Silver Leaf Tree Cap Canopy – 30% coverage
- Trail around campus

Deal Terms

Development Agreement (Approved)

- Tree canopy and preservation requirement and recorded covenant
- Park to be constructed within 3 years of City acquisition
- Park design coordination
- Property sale price calculation defined

New in the Purchase and Sale Agreement

- City contribution to the Park Parcel street frontage improvements
- VIC right of first refusal



Next Steps

Assuming Council Approval

- Execute Purchase and Sale Agreement
- Complete initial park design within 8 months of closing
- Complete park construction within 3 years of closing



Requested Action

Approve the City's acquisition of the Park Property within the Vancouver Innovation Center pursuant to the Purchase and Sale Agreement ("PSA"), and authorize the City Manager, or designee, to finalize, issue, and execute the PSA in substantially the form attached and execute all other documents and related agreements necessary to implement the Purchase and Sale Agreement.



Discussion



**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Schwabe
700 Washington Street, Suite 701
Vancouver, WA 98660
Attn: Stephen W. Horenstein

INFRASTRUCTURE DEVELOPMENT AGREEMENT

DEVELOPER: The VIC Building Owner LLC, a Delaware limited liability company

BUYER: City of Vancouver, a Washington municipal corporation

PROPERTY:

Abbreviated Legal: [TO BE INSERTED BY ESCROW AGENT AT CLOSING]

Assessor's Tax Parcel No: [TO BE INSERTED BY ESCROW AGENT AT CLOSING]

Full Legal Description: See Attached Exhibit A [TO BE INSERTED BY ESCROW AGENT AT CLOSING]

Reference Numbers of Related Documents: [TO BE INSERTED BY ESCROW AGENT AT CLOSING]

THIS INFRASTRUCTURE DEVELOPMENT AGREEMENT (this “**Infrastructure Agreement**”) is made as of [DATE] (the “**Effective Date**”), by The VIC Building Owner LLC, a Delaware limited liability company (“**VIC**” or “**Seller**”), and the City of Vancouver, a Washington municipal corporation (“**City**” or “**Buyer**”). Collectively, VIC and City are referred to in this Infrastructure Agreement as the **Parties**.

RECITALS:

A. WHEREAS, pursuant to that certain Fourth Amended and Restated Development Agreement to which the VIC, as Developer, and City are parties dated effective April 1, 2024 (the “**VIC DA**”) regarding certain real property located in the City of Vancouver, Clark County, Washington including the tax assessor parcel numbers 126455000; 126816000; 986056494 commonly known as the Vancouver Innovation Center Property (the “**VIC Property**”), VIC and the City entered into that certain Agreement for Purchase and Sale Agreement dated [DATE] 2024 (the “**Park PSA**”), whereby the City is purchasing a portion of the VIC Property for purposes of developing a public park and accompanying parking lot, as shown on Exhibit A-1 and A-2, (the “**Park Parcel**”);

B. WHEREAS, the VIC DA requires the City and the VIC to cooperate on Community Park Design and Development, including Initial Improvements to the Park Parcel, including the Park Access Area that are congruent with the VIC Master Plan 2.0 and accommodate public access, VIC to construct certain transportation improvements and dedicate necessary right of way (the “VIC DA Property Infrastructure”),

C. WHEREAS, in order to achieve the objectives of the VIC DA, the Park PSA requires the Parties to enter into this Infrastructure Agreement as a condition of closing the Park Parcel sale;

D. WHEREAS, both the VIC and the City have plans for development of the VIC Property and the Park Parcel, as governed by the VIC DA, that require a local access street to serve each development and certain common utilities and signage as specified herein to fulfill the requirements of the VIC DA;

E. WHEREAS, the Parties recognize that it is desirable to agree on those components of shared infrastructure and signage, coordinate the timing of construction, and plan for future maintenance; and

F. WHEREAS; concurrent with and as a condition of closing of the Park PSA, the Parties will enter into this Infrastructure Agreement to manage and inform these post-closing obligations of the Parties.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Recitals and Exhibits. The Recitals stated above and the Exhibits attached hereto are true and correct and are incorporated in this Infrastructure Agreement by this reference.

2. Shared Infrastructure Improvements. The following defined Local Access Street C improvements, Shared Utilities, and Signage constitute the “Shared Infrastructure”:

2.1. Local Access Street C. The City agrees to provide the locations of up to 2 (two) curb cuts required by the Park parking access in order for the design and construction of the street and improvements for Local Access Street C as defined in Exhibit B-1 that will be built between the Park Parcel and the VIC Property. Failure by the City to provide the locations of the curb cuts within 10 days of written request by VIC such locations may result in Seller determining the locations to the best of its ability.

2.2. Utilities. Shared utilities shall include electrical pathway, Communications Pathway (if required), water infrastructure (if required), sanitary sewer infrastructure (if required) Street Lighting and its infrastructure, and in street stormwater (the “Shared Utilities”). The Parties agree to identify the specific

Shared Utilities that will service both the VIC property and the Park Parcel and the City agrees to grant the VIC the right to access the Park Access for the purposes of constructing the Shared Utilities and utility connections for the benefit of both the VIC and the City. All Shared Utilities as requested to serve the Park Parcel will be stubbed five feet (5') (measured from back of sidewalk) into the Park Parcel from either Local Access Street C or 29th Street. The extension of these Shared Utilities from the main to the Park Parcel will be paid 100% by the City. The City is responsible for connecting and distributing all utilities serving the Park Parcel from the utility connection points provided at a location five feet (5') into the City property measured from the back of the sidewalk to the Park Parcel.

- 2.3. Signage.** The VIC agrees to coordinate its VIC Master Plan 2.0 campus wayfinding signage with the City to include park signage north west of the intersection of 192nd and 29th as shown in Exhibit B-3 (the "Signage"). Parties agree to coordinate design and installation to ensure Signage elements are visible and complementary. The City hereby grants the VIC the right to approve any independent Park Parcel signage located on VIC Property.
- 2.4. Cost Share.** Because the Local Access Street C improvements constitute less than 50% of the VIC Property Infrastructure, the City agrees to contribute 50% of all costs of the design, permitting, and construction of the portion of Local Access Street C fronting the Park Parcel and 50% of the cost of Shared Utilities servicing the Park Parcel as such costs are defined and outlined in Exhibit B-2 (the "Cost Sharing Estimate").
- 3. Cost Authorization.** Upon execution of this Infrastructure Agreement, the City authorizes the VIC to proceed with the design of Local Access Street C. Costs reasonably necessary and directly resulting from the design and permitting of Local Access Street C will be included in the Final Construction Estimate provided by the VIC to the City, in the form of the Cost Sharing Estimate. The VIC will notify the City of all final contract costs and cumulative change orders resulting in cost increases greater than 10% of the Final Construction Estimate (a "Cost Increase") with the City for reasonable review and approval. Absent a request for additional information by the City within 10 business days of such notice, the Cost Increase shall be deemed approved.
- 4. Final Construction Estimate.** Upon final approval of the design of Local Access Street C as well as the Shared Utilities, the VIC will update the Cost Sharing Estimate and provide a Final Construction Estimate of the Shared Infrastructure costs for the City to review and approve.
- 5. Infrastructure Cost-Sharing and Progress Payments.** Based on the Approved Final Construction Estimate, the City agrees to pay its proportionate share of the costs of the Shared Infrastructure at the time it receives a billing with backup from the VIC within 45 days of receipt. Sufficient backup documentation for the billing from the VIC includes AIA form G702 and G703, signed and certified by the VIC designated contractor, engineer, and the Developer,

with copies of invoices from contractor and lien releases. If insufficient backup is provided, the City shall have 10 days to notify VIC, and the payment timeline will not start until sufficient backup is provided. The Parties acknowledge and agree that such payments are progress payments towards full completion of the Shared Infrastructure. Upon final completion of the Shared Infrastructure, The VIC will submit a “Final” invoice to the City for its proportionate share of the Shared Infrastructure.

6. **Construction Easement.** The Parties agree to negotiate and execute a temporary construction easement (see attached Exhibit B-4) benefiting the VIC and encumbering that limited portion of the Park Access Parcel (excluding any area of the Forested Tract) reasonably necessary to allow VIC to construct the Shared Utilities, Local Access Street C, and to construct 29th Street, as well as any other transportation or Shared Infrastructure required by the VIC DA and abutting the Park Parcel.
7. **Signage Easement or License.** Upon VIC approval of the Signage pursuant to Section 2.3 above, the Parties agree to execute any easement and/or license that may be reasonably required by either Party in order to install and maintain the Signage. Such easement or license shall be reciprocally provided at no additional cost as necessary to implement the intent of the VIC DA, the Park PSA, and this Infrastructure Agreement.
8. **Maintenance.** Notwithstanding any cost allocation responsibility between the Parties provided by this Agreement, the City shall retain responsibility for maintenance of the Park Parcel utilities, driveways, and landscaped frontages intersecting with Local Access Street C.
9. **Stormwater Facilities.** Each Party retains independent responsibility for permitting, constructing, and managing any and all stormwater facilities required for respective development of the VIC Property by VIC and of the Park Parcel by the City.
10. **Prevailing Wage/Public Works.** The Parties acknowledge that RCW 39.04.260 does not require the payment of prevailing wages if less than 50% of the VIC Property Infrastructure constructed by the VIC are funded by the City and the Shared Infrastructure constitutes significantly less than 50% of the transportation and infrastructure improvements the VIC is required to construct by the VIC DA. Regardless of this determination, VIC agrees to obtain unit pricing and competitive bids for all construction of the Shared Infrastructure.

11. Miscellaneous Provisions.

- 11.1. **Performance.** In the event either Party fails to perform the terms and provisions of this Infrastructure Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other Party (unless the Parties have mutually agreed in writing to extend this period) will constitute a default under this Infrastructure Agreement. Any notice of default must specify the nature of the alleged default and, where appropriate, the way the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60)

day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, will be deemed to be a cure within the sixty (60) day period. Upon a default that is not cured as provided above, the non-defaulting Party may institute legal proceedings to enforce the terms of this Infrastructure Agreement. If the default is cured, then no default exists, and the noticing Party shall take no further action.

11.2. Mediation and Arbitration of Disputes. In the event that any disputes arise regarding the interpretation or enforcement of this Agreement, such disputes shall be resolved as follows:

11.2.1. The parties must first attempt to resolve them by good faith negotiations. If any disputes cannot be resolved by direct negotiations within thirty (30) days or such longer time as is mutually agreed by the parties, then the parties shall submit such disputes to mediation, which shall focus on the needs of all concerned parties and seek to solve problems cooperatively, with an emphasis on dialogue and accommodation. The goal of the mediation shall be to fairly resolve each dispute in a manner which preserves and enhances the parties' relationships. Any party desiring mediation may begin the process by giving the other party a written request to mediate which describes the issues involved and invites the other party to join in naming a mutually agreeable mediator and setting a timeframe for the mediation meeting. The parties and the mediator may adopt any procedural format that seems appropriate for the particular dispute. The contents of all discussions during the mediation shall be confidential and non-discoverable in subsequent arbitration or litigation, if any. If the parties can agree upon a mutually acceptable resolution to the disagreement, it shall be reduced to writing, signed by the parties, and the dispute shall be deemed resolved. Any party may, without violating this Agreement, seek from a court any interim or provisional relief that may be necessary to protect that party pending the mediation.

11.2.2. If any dispute cannot be resolved through mediation, or if any party refuses to mediate or to name a mutually acceptable mediator or establish a timeframe for mediation within a period of time that is reasonable considering the urgency of the disputed matter, or fails to agree to procedures for the mediation, then any party who desires dispute resolution shall seek binding arbitration as hereinafter provided.

11.2.3. All disputes among the parties arising out of or related to this Agreement which have not been settled by mediation shall be resolved by binding arbitration within the State of Washington. Within twenty (20) business days of receiving written demand for arbitration, the parties involved in the dispute shall attempt to reach agreement upon the selection of a qualified impartial arbitrator. If the parties cannot agree upon an arbitrator

within twenty (20) business days from the date written demand for arbitration is served, the party demanding arbitration may commence an action for the limited purpose of obtaining appointment of an arbitrator in the Superior Court of Clark County, Washington. Any arbitration shall be conducted in accordance with the rules of the American Arbitration Association then in effect, although the arbitration need not be conducted under the auspices of the Association. Any arbitration award may be enforced by judgment entered in the Superior Court of the State of Washington for Clark County.

- 11.3. Attorney Fees.** In the event of mediation, each party shall bear their own attorney fees. In the event an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or which is based thereon, the prevailing party shall be entitled to reasonable attorney fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings).
- 11.4. Conflict Between Agreements.** In the event of any conflict between the terms of this Infrastructure Agreement and the VIC DA, the terms of the VIC DA shall control.
- 11.5. Nonwaiver.** Waiver by any Party of strict performance of any provision of this Infrastructure Agreement will not be deemed a waiver of or prejudice to a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Infrastructure Agreement will be a waiver only of that provision. A waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly extends the waiver of that provision to all instances.
- 11.6. No Joint Venture.** The Parties to this Infrastructure Agreement are separate and legally independent from each other. This Infrastructure Agreement is the result of arm's-length negotiations between the Parties and shall not be construed as creating any type of joint venture or partnership between the Parties.
- 11.7. No Third-Party Benefit.** The Parties are the only parties to this Infrastructure Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided herein. There are no third-party beneficiaries.
- 11.8. Governing Law.** This Infrastructure Agreement is governed by the laws of the State of Washington, and venue shall lie in the Superior Court of the State of Washington for Clark County.

- 11.9. Counterparts; Electronic Signatures.** This Infrastructure Agreement may be executed in counterparts; however, all signature pages will be recorded together and the complete recorded Infrastructure Agreement will constitute the final instrument. Further, except as may otherwise be required by the Clark County, Washington Auditor for recording purposes, this Infrastructure Agreement may be executed and delivered via facsimile, electronic mail (including pdf or any electronic means) or other transmission method and in one or more counterparts, each of which shall be (i) an original; (ii) deemed to have been duly and validly delivered and be valid and effective for all purposes, and (iii) enforceable under THE Washington Uniform Electronic Transactions Act (“UETA”).
- 11.10. Entire Agreement.** This Infrastructure Agreement, as may be amended from time to time in a writing signed by both Parties, constitutes the entire agreement between the Parties as to the specific subject matter of this Infrastructure Agreement.
- 11.11. Severability.** If any portion of this Infrastructure Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this Infrastructure Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties’ agreement herein
- 11.12. Authorization.** The persons executing this Infrastructure Agreement on behalf of the Parties are authorized to do so and, upon execution by such Parties, this Infrastructure Agreement will be a valid and binding obligation of such Parties in accordance with its terms. The Parties have each obtained any and all consents required to enter into this Infrastructure Agreement and to consummate or cause to be consummated the transactions contemplated hereby.
- 11.13. Future Assurances.** Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary in connection with the performance of their respective obligations under this Infrastructure Agreement so as to carry out the intent of this Agreement.
- 11.14. Run with the Land.** This Infrastructure Agreement shall run with the land and inure to the benefit of and be binding on the Parties’ successors in interest and assigns and will be recorded against the Property with the Clark County, Washington Auditor.
- 11.15. Termination.** This Infrastructure Agreement will terminate upon the earliest to occur of: 1) the mutual agreement of the Parties in writing, which will be recorded or 2) concurrent with termination of the VIC DA as now in effect or hereinafter amended.

[Signatures on following pages]

IN WITNESS WHEREOF, by signing this Infrastructure Agreement, the Parties hereto signify their consent to and approval of this Infrastructure Agreement as of the Effective Date.

THE VIC BUILDING OWNER LLC, a
Delaware limited Liability Company

By: _____

Print Name: _____

Title: _____

Date: _____

State of _____)
) ss.
_____ County)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as _____ of The VIC Building Owner LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2024.



Notary Public for _____

Name of Notary

My appointment expires: _____

By: _____
By: Lon Pluckhahn
Its: City Manager

I certify that I know or have satisfactory evidence that Lon Pluckhahn is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the City Manager of the City of Vancouver, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



My appointment expires: _____

EXHIBIT A.1 – PARK PARCEL LEGAL DESCRIPTION



17356LD_FOREST PARCEL
2/18/2025
GAH

VANCOUVER OFFICE

18405 SE Mill Plain Blvd #100 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

EXHIBIT A **VANCOUVER INNOVATION CENTER** **FOREST PARCEL DESCRIPTION**

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°12'07" WEST ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 1,298.25 FEET TO A POINT ON THE EASTERLY EXTENTION OF THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED AS EXHIBIT "C" IN QUIT CLAIM DEED RECORDED SEPTEMBER 14, 2023, AS AUDITOR'S FILE NO. 6143012, CLARK COUNTY DEED RECORDS; THENCE NORTH 89°09'22" WEST 146.43 FEET ALONG SAID EXTENTION TO THE NORTHEAST CORNER OF SAID TRACT, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE, DESCRIBED IN STATUTORY WARRANTY DEED RECORDED JULY 2, 2001, AS AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°09'22" WEST 1,309.26 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 28°27'56" EAST 116.02 FEET; THENCE SOUTH 08°31'19" EAST 130.88 FEET; THENCE SOUTH 54°26'09" EAST 32.52 FEET; THENCE SOUTH 81°09'42" EAST 34.55 FEET; THENCE SOUTH 86°53'01" EAST 38.46 FEET; THENCE NORTH 88°58'07" EAST 63.55 FEET; THENCE NORTH 44°50'55" EAST 54.57 FEET; THENCE NORTH 70°20'16" EAST 19.00 FEET; THENCE NORTH 88°58'30" EAST 45.84 FEET; THENCE SOUTH 68°10'17" EAST 47.96 FEET; THENCE SOUTH 86°13'08" EAST 59.13 FEET; THENCE SOUTH 42°13'51" EAST 42.32 FEET; THENCE SOUTH 47°27'34" EAST 46.27 FEET; THENCE SOUTH 10°03'09" WEST 86.58 FEET; THENCE SOUTH 30°16'57" EAST 65.57 FEET; THENCE SOUTH 03°45'52" WEST 141.65 FEET; THENCE SOUTH 22°10'44" EAST 93.49 FEET; THENCE SOUTH 64°39'09" EAST 24.90 FEET; THENCE SOUTH 01°11'58" WEST 231.12 FEET; THENCE SOUTH 88°48'02" EAST 174.89 FEET; THENCE NORTH 00°50'38" EAST 75.88 FEET; THENCE SOUTH 59°35'41" EAST 47.69 FEET; THENCE SOUTH 55°08'35" EAST 28.97 FEET; THENCE SOUTH 65°30'39" EAST 61.99 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,235.00 FOOT RADIUS, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE, AS DEDICATED TO THE CITY OF VANCOUVER BY STATUTORY WARRANTY DEED RECORDED JULY 2, 2001 AS AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS;

Page 1 of 2

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE THE FOLLOWING SEVEN COURSES:

THENCE FROM A TANGENT BEARING OF NORTH 25°20'21" EAST, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°04'56", AN ARC DISTANCE OF 66.44 FEET; THENCE NORTH 29°55'05" EAST 536.02 FEET; THENCE NORTH 29°34'02" EAST 150.03 FEET; THENCE NORTH 41°45'35" EAST 56.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE WITH A 1,085.00 RADIUS; THENCE FROM A TANGENT BEARING OF NORTH 28°14'11" EAST, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°45'08" AN ARC DISTANCE OF 52.12 FEET; THENCE NORTH 12°49'19" WEST 39.78 FEET; THENCE NORTH 11°55'07" EAST 102.02 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN SE 192ND AVENUE.

CONTAINING 14.336 ACRES, MORE OR LESS.



2-25-2025

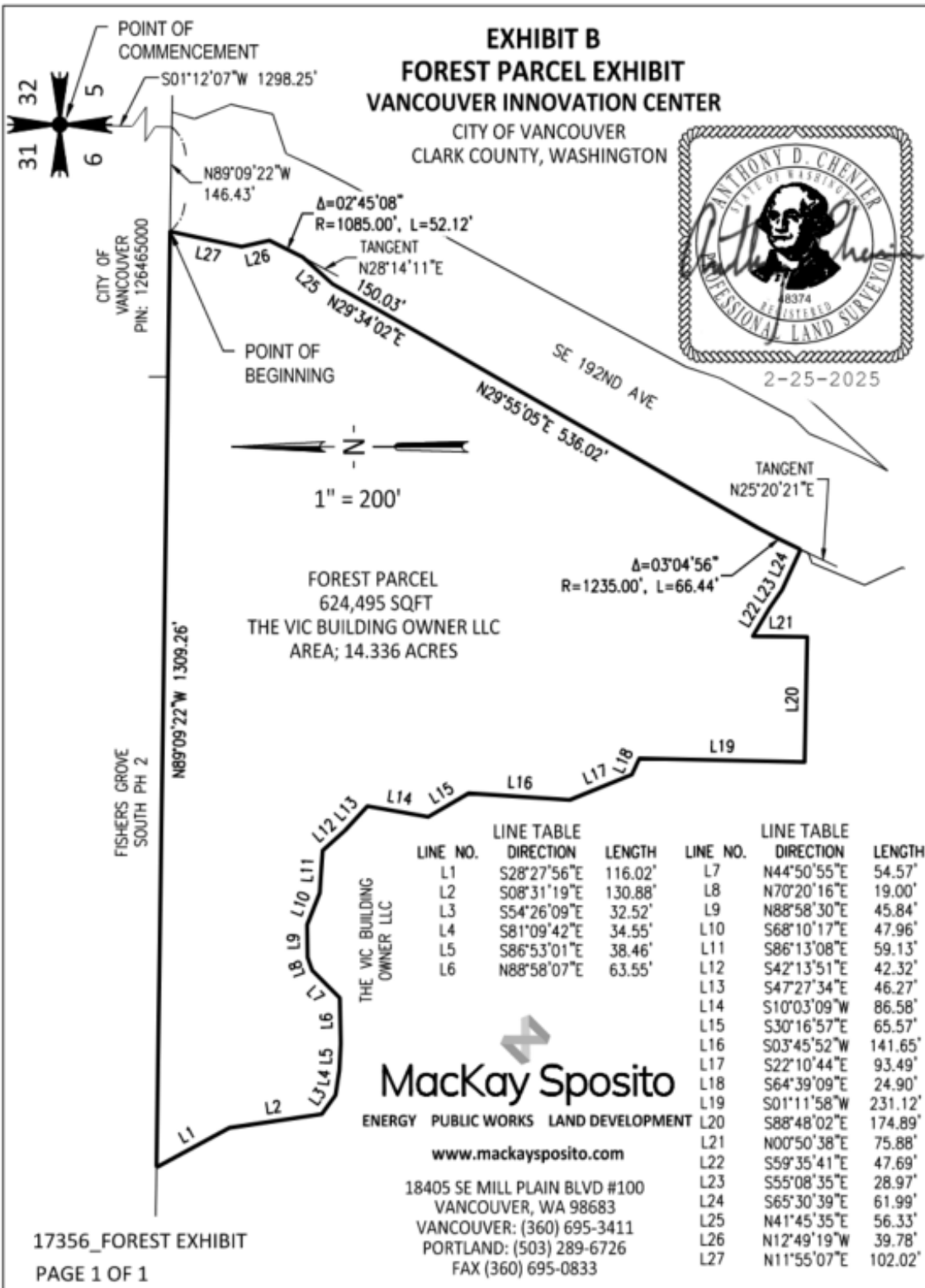


EXHIBIT A.2 – PARKING PARCEL LEGAL DESCRIPTION



VANCOUVER OFFICE

18405 SE Mill Plain Blvd #100 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

17356LD_FOREST PARKING
3/18/2025
GAH

EXHIBIT A **VANCOUVER INNOVATION CENTER** **FOREST PARKING DESCRIPTION**

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°12'07" WEST ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 1,298.25 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED AS EXHIBIT "C" IN QUIT CLAIM DEED RECORDED SEPTEMBER 14, 2023, AS AUDITOR'S FILE NO. 6143012, CLARK COUNTY DEED RECORDS; THENCE NORTH 89°09'22" WEST 146.43 FEET ALONG SAID EXTENSION TO THE NORTHEAST CORNER OF SAID TRACT, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE, DESCRIBED IN STATUTORY WARRANTY DEED RECORDED JULY 2, 2001, AS AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°09'22" WEST 1,309.26 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 28°27'56" EAST 116.02 FEET; THENCE SOUTH 08°31'19" EAST 130.88 FEET; THENCE SOUTH 54°26'09" EAST 32.52 FEET; THENCE SOUTH 81°09'42" EAST 34.55 FEET; THENCE SOUTH 86°53'01" EAST 38.46 FEET; THENCE NORTH 88°58'07" EAST 63.55 FEET; THENCE NORTH 44°50'55" EAST 54.57 FEET; THENCE NORTH 70°20'16" EAST 19.00 FEET; THENCE NORTH 88°58'30" EAST 45.84 FEET; THENCE SOUTH 68°10'17" EAST 47.96 FEET; THENCE SOUTH 86°13'08" EAST 59.13 FEET; THENCE SOUTH 42°13'51" EAST 42.32 FEET; THENCE SOUTH 47°27'34" EAST 46.27 FEET; THENCE SOUTH 10°03'09" WEST 86.58 FEET; THENCE SOUTH 30°16'57" EAST 65.57 FEET; THENCE SOUTH 03°45'52" WEST 141.65 FEET; THENCE SOUTH 22°10'44" EAST 93.49 FEET; THENCE SOUTH 64°39'09" EAST 24.90 FEET **THE POINT OF BEGINNING**; THENCE SOUTH 01°11'58" WEST 231.12 FEET; THENCE SOUTH 88°48'02" EAST 174.89 FEET; THENCE NORTH 00°50'38" EAST 75.88 FEET; THENCE NORTH 59°35'41" WEST 10.16 FEET; THENCE NORTH 48°14'21" WEST 31.31 FEET; THENCE NORTH 59°04'57" WEST 53.41 FEET; THENCE NORTH 04°58'07" WEST 26.82 FEET; THENCE NORTH 19°16'23" WEST 29.23 FEET; THENCE NORTH 52°42'23" WEST 55.11 FEET; THENCE NORTH 64°39'09" WEST 41.36 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN SE 192ND AVENUE CONTAINING 0.632 ACRES, MORE OR LESS.



Page 1 of 1

3/20/25

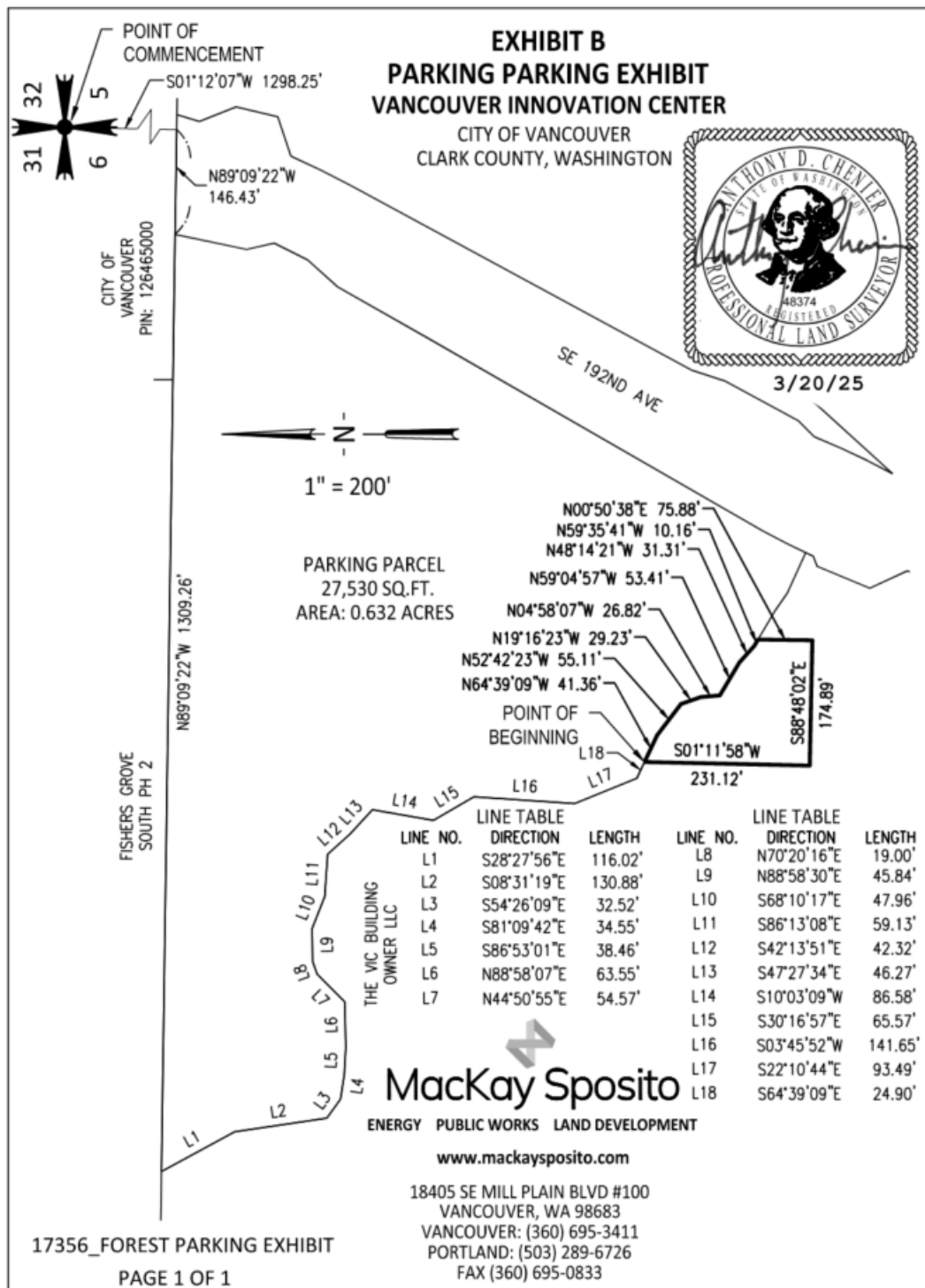


EXHIBIT B-1 – LOCAL ACCESS STREET C

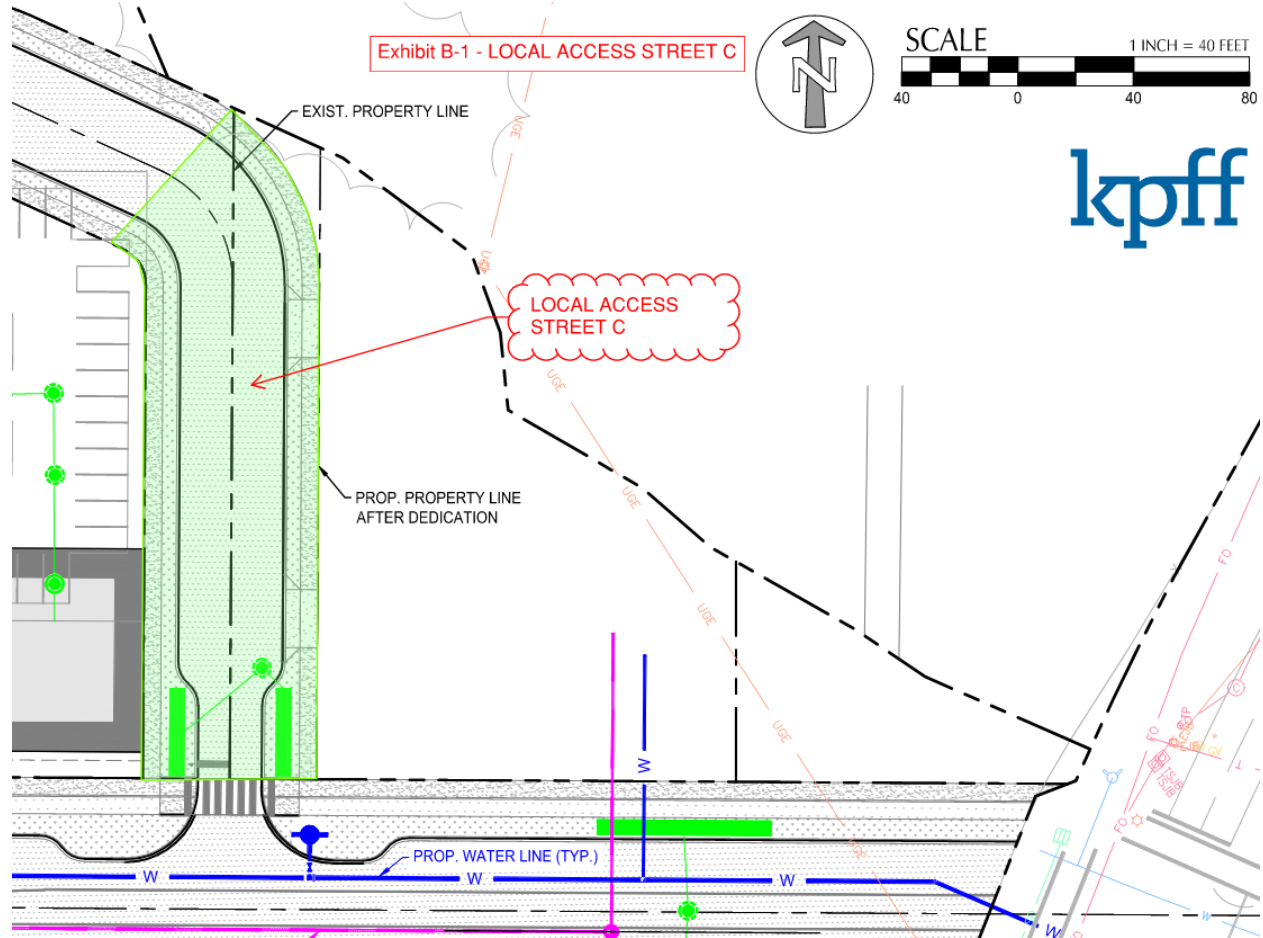
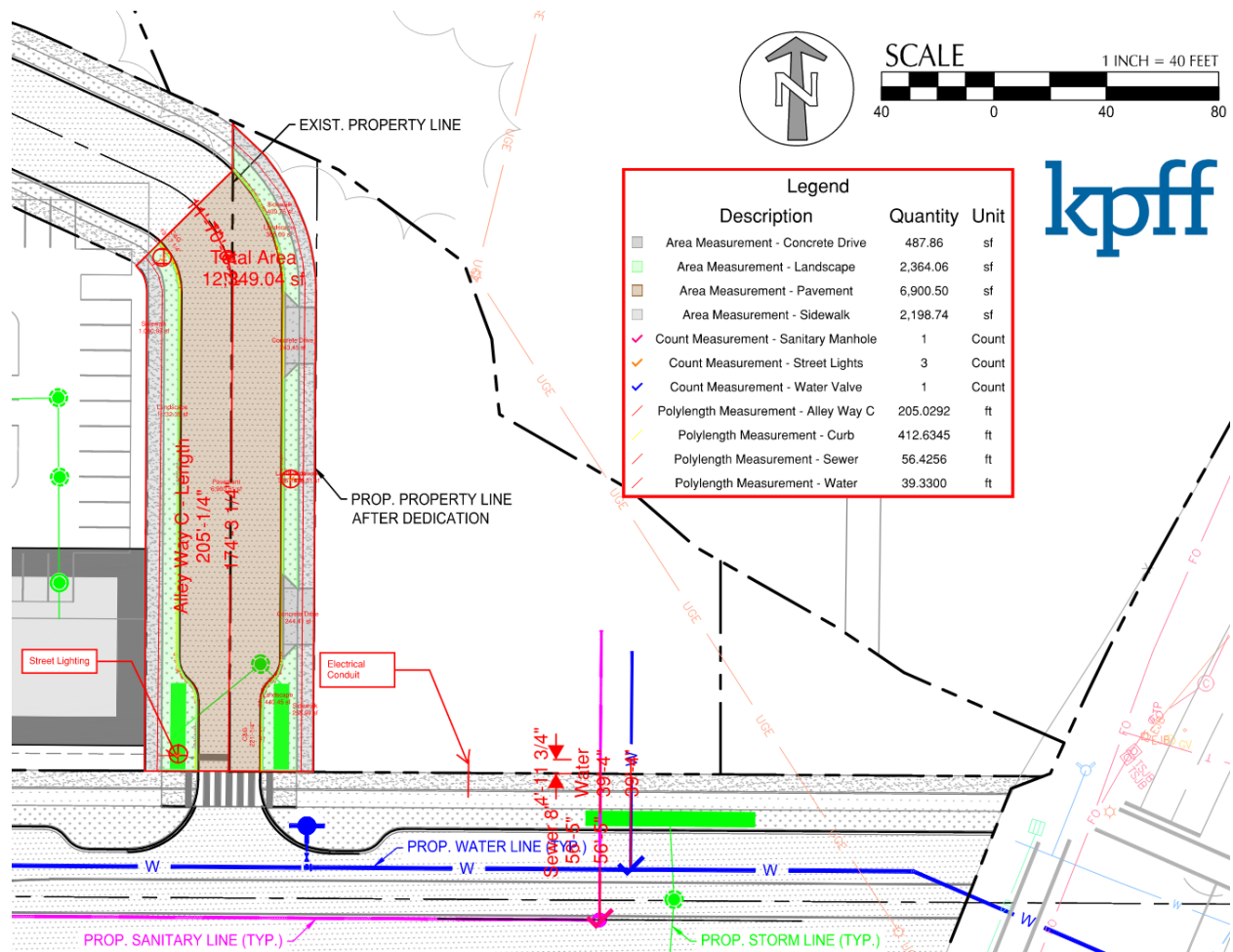


EXHIBIT B-2 – SAMPLE COST SHARING ESTIMATE



Local Access Street C				
Item	Quantity	Unit	Unit Price	Cost
Site Work/Grading				
Mobilization	1	ls	\$5,000.00	\$ 5,000.00
Survey Layout	1	ls	\$5,000.00	\$ 5,000.00
Tree Removal	10	ea	\$750.00	\$ 7,500.00
Rough Grading	12,349	sf	\$1.00	\$ 12,349.00
Proof Rolling	12,349	sf	\$0.25	\$ 3,087.25
Cement Amended Subgrade	6,900	sf	\$2.00	\$ 13,800.00
			<i>Subtotal</i>	\$ 46,736.25
Erosion Control Measures				
Silt Fence	500	lf	\$3.00	\$ 1,500.00
Tree Protection	1	ls	\$2,500.00	\$ 2,500.00
			<i>Subtotal</i>	\$ 4,000.00
Storm System				
10" SD	75	lf	\$135.00	\$ 10,125.00
SD Catch Basin	1	ea	\$12,000.00	\$ 12,000.00
SD Dry Well	2	ea	\$25,000.00	\$ 50,000.00
			<i>Subtotal</i>	\$ 72,125.00
Sewer System				
8" Sewer Main	57	LF	\$165.00	\$ 9,405.00
Sanitary Manhole	1	ea	\$7,500.00	\$ 7,500.00
			<i>Subtotal</i>	\$ 16,905.00
Water System				
8" Ductile Iron Lateral	39	LF	\$180.00	\$ 7,020.00
			<i>Subtotal</i>	\$ 7,020.00
Electrical Systems				
				\$ -
				\$ -
				\$ -
			<i>Subtotal</i>	\$ -
Street Improvements				
Sidewalk Base Course	2,198	sf	\$1.50	\$ 3,297.00
Asphalt/Concrete Pavement Base Course	6,900	sf	\$2.00	\$ 13,800.00
Asphalt Pavement	6,900	sf	\$6.50	\$ 44,850.00
Curb and Gutter	412	lf	\$37.80	\$ 15,573.60
Concrete Sidewalk and Driveway	2,685	sf	\$12.00	\$ 32,220.00
Street Trees	15	ea	\$500.00	\$ 7,500.00
Striping and Signage	1	ls	\$5,000.00	\$ 5,000.00
Street Lighting	3	ea	\$15,000.00	\$ 45,000.00
Detectible Warning Strip (Between Bike/Sidewalk)	0	LF	\$15.00	\$ -
			<i>Subtotal</i>	\$ 194,312.60
			Subtotal Construction Hard Cost	\$ 341,098.85
Contingency	10%			\$ 34,109.89

GC Fee	3%			\$ 11,256.26
GC Insurance/Bonds	1.5%			\$ 5,116.48
			<i>Subtotal</i>	\$ 50,482.63
			Total Construction Cost	\$ 391,581.48
Design/Engineering/Permitting	15%			\$ 58,737.22
Construction Management Fee	5%			\$ 22,515.94
			<i>Subtotal</i>	\$ 81,253.16
			Total Project Cost	\$ 472,834.64

City Contribution \$ 236,417.32

Qualifications

Excludes Telecom Conduit

Excludes any costs for Power to the Forested Tract or Parking Parcel

Assumes work can be done in conjunction with other infrastructure work

EXHIBIT B-3 – SIGNAGE

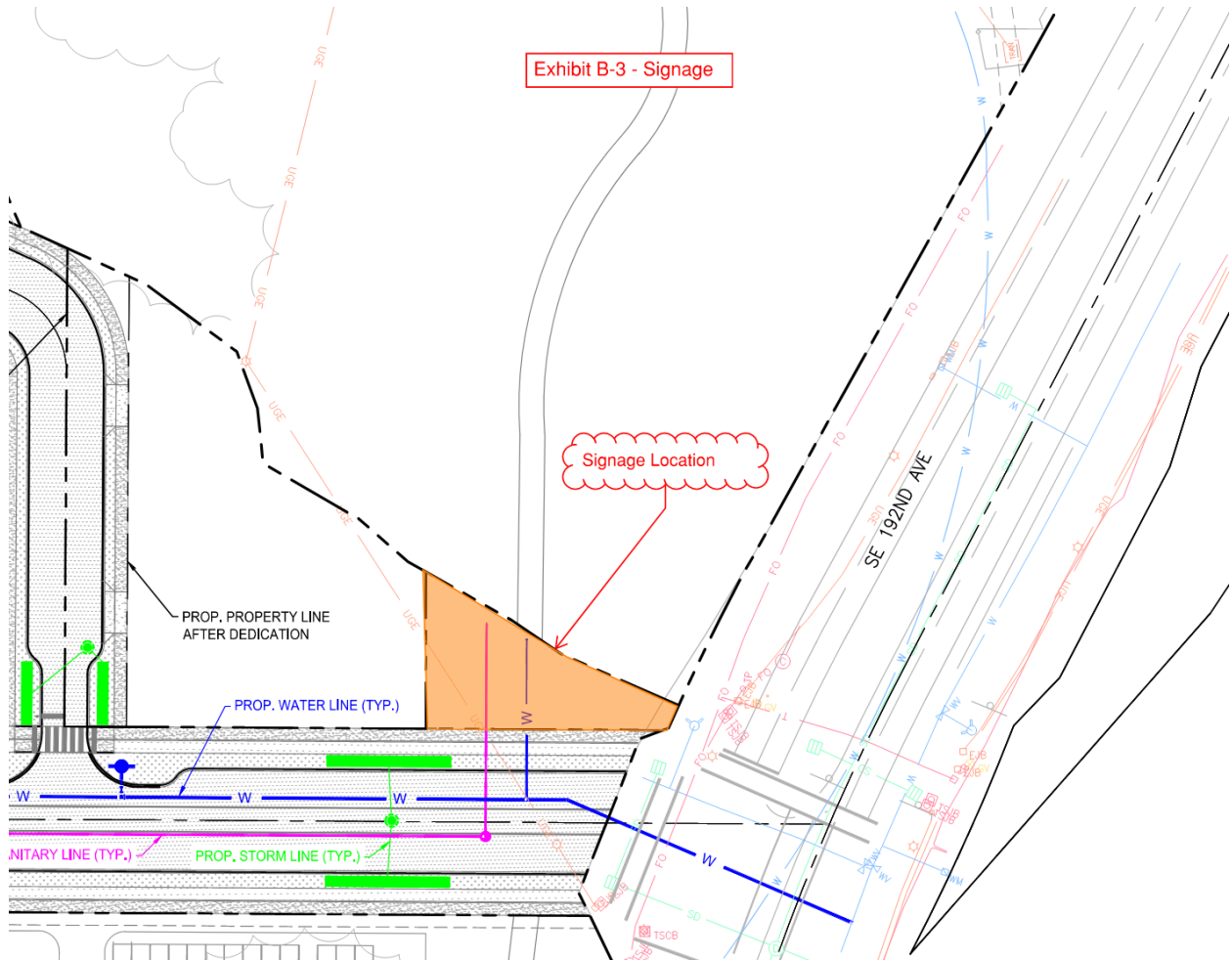


EXHIBIT B-4 – CONSTRUCTION EASEMENT

Document Title: **Temporary Construction Easement Agreement**

Grantor(s): City of Vancouver, a Washington Municipal Corporation

Grantee(s): The VIC Building Owner LLC, a Delaware limited liability company

Legal Description: [TO BE INSERTED – LIMITED TO PARK ACCESS AREA, EXCLUDING FORESTED TRACT]

Assessor's Tax Parcel I.D. #: [TO BE INSERTED]

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT is made and entered into effective as of _____, 2025 (the “Effective Date”) by and between City of Vancouver, a Washington Municipal Corporation (“Grantor”), and The VIC Building Owner LLC, a Delaware limited liability company.

RECITALS

Grantor owns fee title to the parcel of land described as described on Exhibit A hereto (the “Grantor Property”). Pursuant to that Infrastructure Development Agreement to which this document is attached as Exhibit _____, Grantee has agreed to construct certain infrastructure improvements on the property described in Exhibit A. In order to facilitate such infrastructure construction, Grantor desires to provide a temporary construction easement over the Grantor Property for the benefit of the Grantee Property.

AGREEMENT

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Temporary Construction Easement.** Grantor conveys to Grantee, for the benefit of the Grantee Property, a private, nonexclusive, easement (the “Temporary Construction Easement”) over and across the portion of the Grantor Property described in Exhibit A (the “Temporary Construction Easement Area”). The Temporary Construction Easement Area is depicted on Exhibit B attached hereto. The Temporary Construction Easement shall be effective for the following periods: _____. The Temporary Construction Easement Area shall be used solely for the purposes of street construction and installation of connection points for sewer, water, lighting power and such other utilities as determined by the parties and pursuant to the Infrastructure Agreement to which this is an exhibit as well as for access to the Grantee Property in connection with the construction .

2. **Nature of Temporary Construction Easement.** The Temporary Construction Easement shall be appurtenant to, and for the benefit of, the Grantee Property. Any conveyance of fee title to the Grantee Property, or any portion thereof, shall include a conveyance of the Temporary Construction Easement, regardless of whether the Temporary Construction Easement is specifically identified in the instrument of conveyance.

3. **Maintenance, Repair and Restoration of Temporary Construction Easement Area.** Grantee shall be solely liable for the repair and maintenance of the Temporary Construction Easement Area to the extent necessitated by the activities of Grantee or its contractors or agents. Grantee shall take due care not to cause any unnecessary damage to any landscaping and improvements on the Grantor Property and shall repair or replace any damage caused by Grantee or its contractors or agents. Promptly following the Temporary Construction Easement Termination Date, Grantee shall restore the Temporary Construction Easement Area to substantially the same condition as on the Effective Date.

4. **Successors.** This Declaration shall be binding upon, and inure to the benefit of, Grantor, Grantee, and their respective successors and assigns.

Exhibits:

- A – Legal Description of Property owned by Grantor
- B – Depiction of Temporary Construction Easement Area

[signatures follow]

Executed to be effective as of the Effective Date.

GRANTOR:

City of Vancouver, a Washington municipal corporation

By: _____

Name: _____

Title: _____

State of _____)
County of _____) ss

This instrument was acknowledged before me this _____ day of ____, 2025, by _____ as _____ of the City of Vancouver, A Washington Municipal Corporation.

NOTARY PUBLIC FOR _____

My Commission Expires: _____

GRANTEE:

**The VIC Building Owner LLC, a Delaware
limited liability company**

By: _____

Name: _____

Title: _____

State of Oregon)
) ss
County of _____)

 This instrument was acknowledged before me this _____ day of _____, 2025, by _____
_____ as _____ VIC Building Owner LLC , a Delaware limited liability company,
on behalf of the company.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City of Vancouver
ATTN: David Perlick, Parks and Recreation Director
PO Box 1995
Vancouver, WA 98668-1995

**SCHEDULE 1.6
FORM OF RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE**

GRANTOR: CITY OF VANCOUVER, a Washington municipal corporation

GRANTEE: VIC BUILDING OWNER LLC, a Delaware limited liability company

PROPERTY: FULL LEGAL DESCRIPTION TO BE ATTACHED AS EXHIBIT A

ABBREVIATED LEGAL DESCRIPTION: [TO BE INSERTED BY ESCROW AGENT AT CLOSING]

ASSESSOR'S TAX PARCEL: [TO BE INSERTED BY ESCROW AGENT AT CLOSING]

EFFECTIVE DATE: [TO BE INSERTED BY ESCROW AGENT AT CLOSING]

AGREEMENT

As of the Effective Date, Grantor owns the above-referenced Property, more fully described on the attached Exhibit A. Grantor and Grantee have agree to enter into an agreement whereby, subject to the procedural requirements governing Grantor's disposition of surplus real property as prescribed by Chapter 3.30 Vancouver Municipal Code, as may be amended from time to time, Grantee shall have a first right of refusal to purchase the Property in accordance with this Right of First Refusal (this "ROFR").

1. *First Right to Purchase.* In the event that Grantor decides to sell all of its interest in the Property and Grantor receives a bona fide written offer from a nonpublic third party to purchase the Property, or any portion thereof, which Grantor desires to accept (an “Offer”), Grantee may elect to purchase the Property, at the price and on the terms and conditions (except for the time within which to close the transaction, if such time is shorter than that set forth below) as are contained in the Offer (“Right to Purchase”).

1.1 Grantor shall give notice to Grantee, including delivery to Grantee of a true and exact copy of the Offer, and allow Grantee thirty (30) days subsequent to Grantee’s receipt of such notice within which Grantee may elect to purchase the Property, or the applicable portion thereof, from Grantor; and in the event Grantee so elects to purchase the Property, or the applicable portion thereof, by giving notice of such election to Grantor within such thirty (30) day period, Grantor, upon approval by the Vancouver City Council if required pursuant to applicable law, shall sell the Property to Grantee at the price and on the same terms and conditions as are contained in the Offer, except that Grantee shall not be required to close the transaction prior to ninety (90) days following the expiration of the above 30-day period. Notwithstanding anything to the contrary contained herein, the Right to Purchase shall not apply to a transfer of the Property by Grantor to a governmental entity or a quasi-governmental entity (collectively, a “Governmental Entity”).

1.2 Sale of the Property to VIC, a government or non-government entity or a third party shall remain subject to that certain Amended and Restated Restrictive Covenant dated approximately of even date herewith recorded against that portion of the Property designated as the Forested Tract.

1.3 In the event Grantor desires to sell the Property pursuant to the Right to Purchase, without receiving a third party offer, the parties shall determine the purchase price of the Property as equal to the fair market value (FMV) of the Property based on an independent third-party appraisal obtained by Grantor, provided that the portion of the Property known as the Forested Tract and designated as open space by the Amended and Restated Restrictive Covenant as now in effect or hereinafter amended and recorded against the Forested Tract portion of the Property, as equal to the fair market value (FMV) of such open space; provided that the timing of any such transaction shall allow as follows: (a) Grantor shall have thirty (30) days following Grantor’s receipt of Grantee’s notice of election to potentially acquire the Property to provide Grantee with an appraisal of the Property; (b) if Grantee does not agree with the FMV set forth in Grantor’s appraisal, Grantee shall have an additional thirty (30) days in which to provide Grantor with an independent MAI certified appraisal; (c) thereafter, Grantor and Grantee shall have an additional thirty (30) days period in which to mutually agree on the FMV of the Property; and (d) in the event Grantor and Grantee are unable to agree on the FMV within such 90-day period, the FMV shall be determined by Grantor’s appraisal.

1.4 Within ten (10) business days of the determination of the FMV of the Property, Grantee shall notify Grantor in writing whether Grantee elects to acquire the Property. Grantee's failure to timely respond shall be deemed Grantee's election not to acquire the Property.

1.5 If Grantee timely elects to acquire the Property, then (a) Grantee shall deposit five percent (5%) of the FMV as earnest money within three (3) business days of Grantee's election to acquire the Property, and (b) closing shall occur within ninety (90) days following Grantee's written election to acquire the Property.

1.6 Should Grantee, by written notice to Grantor, elect not to exercise the Right to Purchase, or should Grantee fail to notify Grantor of its election to purchase within the 30-Day period, then, in either of such events, Grantor shall be free to consummate the sale of the Property, to the third party submitting the Offer, provided that the sale is closed and on the same material terms and conditions as are contained in the Offer, without any substantive modification thereto, except that the closing thereof may occur on or before the thirtieth (30th) day subsequent to the closing deadline set forth in the written offer, but provided that the closing must occur within twelve (12) months following the date of the Offer. Should any such sale be consummated, this ROFR shall thereafter be of no further force and effect with respect to the Property subject to the sale.

1.7 Should any such sale not be consummated within twelve (12) months following the date Grantor delivers to Grantee an Offer in accordance with the terms of this ROFR, Grantor shall, in the event Grantor subsequently receives any modified or new bona fide written offer from any third party (that is not a Governmental Entity) to purchase the Property, again follow the provisions of this ROFR requiring notice to Grantee and opportunity for Grantee to purchase the Property.

1.8 1.7 ANY SALE OF THE PROPERTY BY GRANTOR PURSUANT TO THIS ROFR OR OTHERWISE SHALL REMAIN SUBJECT TO THE RESTRICTIVE COVENANT RECORDED AGAINST THIS PROPERTY AS NOW IN EFFECT OR HEREINAFTER AMENDED AND ANY VALUATION OF SUCH PROPERTY SUBJECT TO SUCH RESTRICTIVE COVENANT, WHETHER FROM A THIRD PARTY OFFER OR A VOLUNTARY OFFER FROM THE GRANTOR TO SELL THE PROPERTY, SHALL REQUIRE THE PROPERTY BEING ZONED AS OPEN SPACE, OR THE THEN IN EFFECT EQUIVALENT UNDER THE VANCOUVER MUNICIPAL CODE, AND THE AMENDED AND RESTATED RESTRICTIVE COVENANT RECORDED AGAINST THE PROPERTY. THE CITY WILL NOT CONSIDER A THIRD-PARTY OFFER THAT CONTEMPLATES USE OF THE PROPERTY FOR OTHER THAN OPEN SPACE AND WITH THE AMENDED AND RESTATED RESTRICTIVE COVENANT AS NOW IN AFFECT OR HEREINAFTER AMENDED IN PLACE.

1.9 Notwithstanding anything in this ROFR to the contrary, under no circumstances shall a “bona fide written offer from a third party” be deemed to include nor shall the First Refusal Right be triggered by any transfers to any entity controlling, controlled by or under common control with Grantor.

2. Exercise of Right to Purchase. To exercise the Right to Purchase, Grantee must deliver written notice of its election to Grantor as provided in this ROFR. Time is of the essence for the Right to Purchase. Upon such notice being given, this Right to Purchase shall become a contract of purchase and sale subject to the terms contained in this section and the parties shall enter into such purchase agreement and/or supplemental escrow instructions as may be reasonably necessary to effect the purchase. In the event the Right to Purchase has expired and terminated, any attempt to exercise the Right to Purchase shall be ineffective.

3. Term of ROFR. This ROFR shall terminate on the date Grantee declines to exercise the Right to Purchase or that date the Fourth Amended and Restated Development Agreement and any amendments, extensions or restatements thereof expires, whichever occurs first.

4. No Assignment. The rights arising under this ROFR are exclusive to Grantee or an entity under common control of the Grantee and are not assignable.

5. Broker and Broker's Commission. Grantor and Grantee warrant and represent to the other that such party has not employed any broker or agent in connection with this ROFR. Grantee and Grantor covenant and agree, each to the other, to indemnify the other against any loss, liability, costs, demands, damages, actions, causes of action, or suits based upon or arising out of the alleged employment or use by the indemnifying party of any real estate broker or agent.

6. Notices: Any notice required or permitted to be given under this Agreement shall be deemed adequately given if it is either (i) personally served on the person(s) entitled thereto; or (ii) sent by Certified Mail, Return Receipt Requested, to the parties at the following addresses:

Grantor:

City of Vancouver
ATTN: City Manager
PO Box 1995
Vancouver, WA 98668-1995

With Copy To:

Vancouver City Attorney's Office
PO Box 1995
Vancouver, WA 98668-1995

Grantee:

The VIC Building Owner LLC
ATTN: Jennifer Rabina
505 Fifth Avenue, 27th Floor

New York, NY 10017

Notification addresses can be changed upon written notice of such change sent to or served upon the other party.

Notice sent by Certified Mail shall be deemed delivered on the date said Notice is signed for or refused by the recipient.

7. Governing Law: This ROFR shall be interpreted under the laws of the State of Washington.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Grantee have executed this ROFR as of the Effective Date.

GRANTOR:

CITY OF VANCOUVER, WASHINGTON

By: [EXHIBIT ONLY – DO NOT SIGN]

By: Lon Pluckhahn, City Manager

ATTEST:

By: _____

By: Natasha Ramras, City Clerk (or Designee)

APPROVED AS TO FORM – CITY ATTORNEY’S OFFICE:

By: _____

By: Nena Cook, City Attorney (or Designee)

GRANTOR NOTARY

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this the ____ day of _____, 2025, before me a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments personally appeared Lon Pluckhahn, known to me to be the City Manager of the City of Vancouver, Washington, a Washington municipal corporation as Grantor, as described in the foregoing instrument, and acknowledged that as such Member, being authorized so to do, he executed the foregoing instrument on behalf of said entity by subscribing his name, as his free and voluntary act, for the uses and purposes therein set forth.

[EXHIBIT ONLY – DO NOT SIGN]
Signature

Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires _____

GRANTEE:

VIC BUILDING OWNER LLC

By:_____

By: Joshua Rabina, Member

[illegible]

On this the ____ day of _____, 2025, before me a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments personally appeared Joshua Rabina, known to me to be an authorized Member of The VIC Building Owner LLC, a Delaware limited liability company as Grantee, as described in the foregoing instrument, and acknowledged that as such Member, being authorized so to do, he executed the foregoing instrument on behalf of said entity by subscribing his name, as his free and voluntary act, for the uses and purposes therein set forth.

Signature

Print Name

NOTARY PUBLIC in and for the State of
New York, residing at _____.

My commission expires _____.

**EXHIBIT A TO SCHEDULE 1.6
FORM OF RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE
PROPERTY LEGAL DESCRIPTION**



VANCOUVER OFFICE

18405 SE Mill Plain Blvd #100 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

17356LD_FOREST PARCEL
2/18/2025
GAH

**EXHIBIT A
VANCOUVER INNOVATION CENTER
FOREST PARCEL DESCRIPTION**

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°12'07" WEST ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 1,298.25 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED AS EXHIBIT "C" IN QUIT CLAIM DEED RECORDED SEPTEMBER 14, 2023, AS AUDITOR'S FILE NO. 6143012, CLARK COUNTY DEED RECORDS; THENCE NORTH 89°09'22" WEST 146.43 FEET ALONG SAID EXTENSION TO THE NORTHEAST CORNER OF SAID TRACT, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE, DESCRIBED IN STATUTORY WARRANTY DEED RECORDED JULY 2, 2001, AS AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°09'22" WEST 1,309.26 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 28°27'56" EAST 116.02 FEET; THENCE SOUTH 08°31'19" EAST 130.88 FEET; THENCE SOUTH 54°26'09" EAST 32.52 FEET; THENCE SOUTH 81°09'42" EAST 34.55 FEET; THENCE SOUTH 86°53'01" EAST 38.46 FEET; THENCE NORTH 88°58'07" EAST 63.55 FEET; THENCE NORTH 44°50'55" EAST 54.57 FEET; THENCE NORTH 70°20'16" EAST 19.00 FEET; THENCE NORTH 88°58'30" EAST 45.84 FEET; THENCE SOUTH 68°10'17" EAST 47.96 FEET; THENCE SOUTH 86°13'08" EAST 59.13 FEET; THENCE SOUTH 42°13'51" EAST 42.32 FEET; THENCE SOUTH 47°27'34" EAST 46.27 FEET; THENCE SOUTH 10°03'09" WEST 86.58 FEET; THENCE SOUTH 30°16'57" EAST 65.57 FEET; THENCE SOUTH 03°45'52" WEST 141.65 FEET; THENCE SOUTH 22°10'44" EAST 93.49 FEET; THENCE SOUTH 64°39'09" EAST 24.90 FEET; THENCE SOUTH 01°11'58" WEST 231.12 FEET; THENCE SOUTH 88°48'02" EAST 174.89 FEET; THENCE NORTH 00°50'38" EAST 75.88 FEET; THENCE SOUTH 59°35'41" EAST 47.69 FEET; THENCE SOUTH 55°08'35" EAST 28.97 FEET; THENCE SOUTH 65°30'39" EAST 61.99 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,235.00 FOOT RADIUS, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE, AS DEDICATED TO THE CITY OF VANCOUVER BY STATUTORY WARRANTY DEED RECORDED JULY 2, 2001 AS AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE THE FOLLOWING SEVEN COURSES:

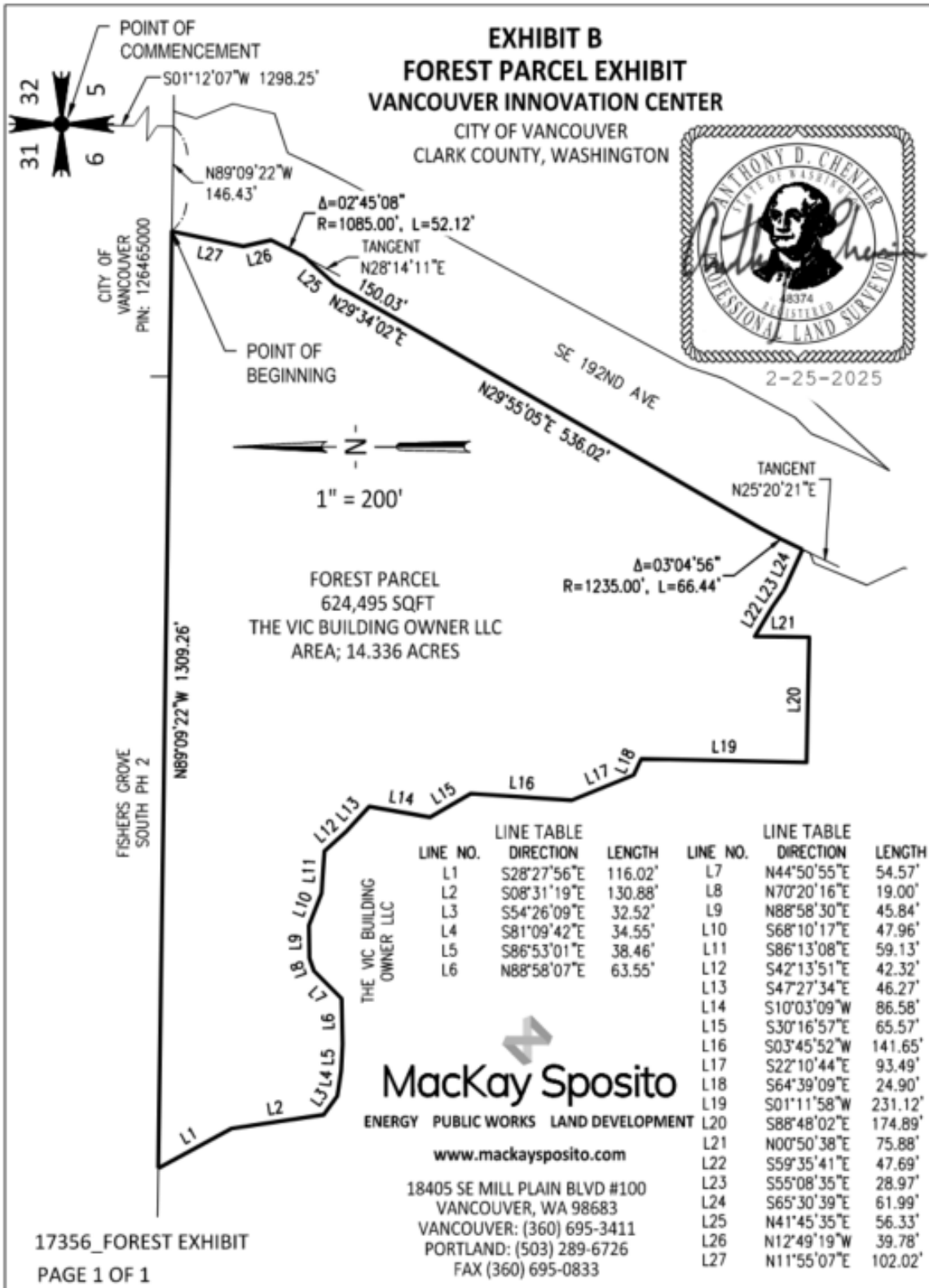
THENCE FROM A TANGENT BEARING OF NORTH 25°20'21" EAST, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°04'56", AN ARC DISTANCE OF 66.44 FEET; THENCE NORTH 29°55'05" EAST 536.02 FEET; THENCE NORTH 29°34'02" EAST 150.03 FEET; THENCE NORTH 41°45'35" EAST 56.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE WITH A 1,085.00 RADIUS; THENCE FROM A TANGENT BEARING OF NORTH 28°14'11" EAST, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°45'08" AN ARC DISTANCE OF 52.12 FEET; THENCE NORTH 12°49'19" WEST 39.78 FEET; THENCE NORTH 11°55'07" EAST 102.02 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN SE 192ND AVENUE.

CONTAINING 14.336 ACRES, MORE OR LESS.



2-25-2025



AGREEMENT FOR REAL PROPERTY PURCHASE AND SALE

THIS AGREEMENT FOR REAL PROPERTY PURCHASE AND SALE (“**Agreement**”) dated effective _____, 2025 (the “**Effective Date**”) is entered into by and between **THE VIC BUILDING OWNER LLC**, a Delaware limited liability company (“**Seller**” or “**VIC**”) and the **CITY OF VANCOUVER**, a Washington municipal corporation (“**Buyer**” or “**City**”). Buyer and Seller are individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

RECITALS:

- A. Seller and Buyer are party to that certain Fourth Amended and Restated Development Agreement (the “VIC DA”) dated effective April 1, 2024 regarding certain real property located in the city of Vancouver, Clark County, Washington including the tax assessor parcel numbers 126455000; 126816000; 986056494 commonly known as the Vancouver Innovation Center Property (the “VIC Property”);
- B. Section 6.9 of the VIC DA provides general guidance for the negotiation and outlines the terms of sale for that portion of the VIC Property defined collectively as the Park Parcel in the VIC DA and comprising the “Forested Tract,” an approximately 13.704 acre portion of forested land intended for development as a public community park and subject to that certain Restrictive Covenant, as corrected and re-recorded February 8, 2022 (6017326 COV) and to be further revised pursuant to the VIC DA and recorded at Closing in the form attached hereto as Exhibit_____, and the “Park Access Area,” an approximately .632 acre portion of undeveloped land intended for future use as future parking and public entryway, from Seller to Buyer through the transaction contemplated including Seller’s intention to sell the Forested Tract at 50% of its fair market value to motivate and support the Buyer to create a public park contiguous to Seller’s development at the VIC Property. Such park will be complementary to the VIC Property and provide open space as contemplated in the VIC DA.
- C. Buyer is a Washington municipal corporation and prior to execution of this Agreement, Buyer must obtain a recommendation of approval for this Agreement from the City’s Parks and Recreation Advisory Commission (PRAC) and authorization to enter this Agreement from the City Council, and
- D. Pursuant to Section 6.9(d) of the VIC DA, which provides that if the VIC and the City cannot reasonably enter into this Agreement, then the exercise of City’s power of eminent domain pursuant to Chapter 8.12 RCW in order to fulfill a fundamental public purpose by causing the Park Parcel to become a public community park will be imminent, in order to avoid a condemnation action by the City, Seller is willing to enter into an agreement for the sale of the Park Property to Buyer on the following terms.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties,

intending to be legally bound, hereby enter into this Agreement upon the following terms and conditions:

1. PROPERTY SALE AND PURCHASE PRICE.

1.1 Recitals. The Recitals set forth above are incorporated herein by reference.

1.2 Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, fee simple title to that approximately 14.336 acre parcel of vacant real property located in Clark County, Washington legally described on **Exhibit A** hereto (the “**Park Property**”), comprised of approximately 13.704 acres of undeveloped, forested land legally described and illustrated in **Exhibit A.1** (the “**Forested Tract**”) and approximately .632 acres of undeveloped land legally described and illustrated in **Exhibit A.2** (the “**Park Access Area**”), together with any easements, rights-of-way, privileges, permits, licenses, entitlements, for the purchase price defined and upon all of the terms and conditions set forth in this Agreement. The actual acreage to be sold hereunder will be determined by ALTA survey pursuant to Section 4.4.1(c).

1.3 Purchase Price. The purchase price for the Park Property is Four Million Three Hundred Three Thousand Four Hundred Nine Dollars and No 100ths (\$4,303,409.00) (“**Purchase Price**”), established in accordance with Section 6.9(d) of the VIC DA and comprised of \$3,940,000.00 for the Forested Tract and \$363,409.00 for the Park Access Area. Upon completion of the ALTA survey provided for herein, the Purchase Price may be modified to reflect any change in acreage resulting therefrom with the proviso that the purchase price for the Forested Tract shall be calculated at fifty percent of the appraised value and the purchase price for the Park Access Area shall be calculated at one hundred percent of the appraised value.

1.4 Payment of Purchase Price.

1.4.1 **Earnest Money Deposit.** Buyer shall deposit in escrow an earnest money promissory note (“**Earnest Money Note**”) in the amount of Two Hundred Twenty Thousand and No One Hundredths Dollars (\$220,000.00) as earnest money (“**Earnest Money**”) upon the opening of escrow, in accordance with Section 4. The Earnest Money Note shall be converted to cash and become nonrefundable upon Buyer giving Seller timely, written notice of Buyer’s satisfaction or waiver of Buyer’s feasibility review under Section 3.2 within the Feasibility Period. The Earnest Money is refundable to Buyer upon Seller’s default under this Agreement or if the conditions to Closing set forth in Sections 2.2, 3.2, and 4.4.1(a), (b), and (e) are not satisfied or are not waived by Buyer.

1.4.2 The Earnest Money shall be applied to the Purchase Price and Buyer shall pay the balance of the Purchase Price at Closing. The Purchase Price, together with Buyer’s share of Closing costs and prorations, as provided for herein, shall be paid in United States dollars via wire transfer to an escrow account managed by the Escrow Agent.

1.5 Infrastructure Development Agreement. As a condition of Closing, Seller and Buyer wish to contractually address certain shared infrastructure developments affecting the Park Property and property retained by Seller that is subject to the VIC DA, including an alley

abutting the Park Access Area, utilities for the Park Property and signage for the Park Property and the VIC Property, substantially in the form of the agreement set forth in the attached Schedule 1.5 (the “Infrastructure Development Agreement”).

1.6 Right of First Refusal. Subsequent to Closing and subject to Seller’s compliance with the then current surplus property rules and procedures set forth in Chapter 3.30 Vancouver Municipal Code (VMC), as may be amended from time to time, Seller shall have a Right of First Refusal to purchase all of Buyer’s right, title and interest in and to the Property, subject to and upon the terms and conditions set forth in the attached Schedule 1.6 (the “ROFR”).

2. TITLE.

2.1 General. Title to the Park Property shall be conveyed by Statutory Warranty Deed and Seller shall cause such title to be evidenced by an ALTA Extended Coverage Owner’s Policy (“**Title Policy**”) with any and all endorsements requested by Buyer, issued by Title Company, with liability in the full amount of the Purchase Price, insuring title to the Park Property as vested in Buyer, free and clear of all liens and encumbrances and other matters affecting title to the Park Property, except non-delinquent prorated real property taxes and such other matters affecting title to or use of the Park Property which have been approved by Buyer as provided in Sections 2.2 and 2.3 below (collectively, the “**Permitted Exceptions**”). Seller shall be responsible only for cost of an ALTA Standard Owner’s Policy. Buyer shall be responsible for all Title Policy costs in excess of the cost of an ALTA Standard Owner’s Policy. the cost of any title endorsements requested by Buyer and the cost of the Title Policy premium above the cost of the premium for a Standard Owner’s policy.

2.2 Procedure for Approval of Title.

2.2.1 Within ten (10) days after the Effective Date of this Agreement, or as soon as possible thereafter, Seller shall provide to Buyer a title commitment for the Park Property from the Title Company, together with copies of all documents referred to therein (“**Title Commitment**”).

2.2.2 Buyer shall have ten (10) business days after receipt of the Title Commitment within which to examine the Title Commitment and notify Seller in writing of any exceptions which Buyer disapproves or other objections to title including exceptions for any liens or other matters to be satisfied by Seller at Closing.

2.2.3 If Buyer shall fail to approve or disapprove said matters by written notice given to Seller within such ten (10) day period, or within ten (10) days of receipt of any new item disclosed in any supplemental title report or commitment received subsequent to the expiration of the initial ten (10) day period, then the condition of title to the Park Property as shown in the Title Commitment shall be deemed approved and Buyer shall be deemed to have elected to accept as “Permitted Exceptions” all such defects or encumbrances, other than the Mandatory Removal Items, as defined below.

2.2.4 If Buyer shall timely approve certain matters but disapprove any particular matter(s) affecting title to the Park Property by written notice to Seller, Seller may, at Seller’s discretion, promptly eliminate such disapproved matter(s), agree to eliminate such disapproved matter(s) prior to Close

of Escrow or terminate this transaction in Seller's sole discretion, In the latter event, Seller can terminate escrow and cause the earnest money deposit to be returned to Buyer. And the Parties shall be relieved of any further obligations to each other with respect to this Agreement or the Park Property (except for the payment of costs of title, survey and escrow which shall be paid by the Party responsible therefore in accordance with this Agreement or as otherwise provided in this Agreement). Buyer shall have no other remedy beyond the return of the Earnest Money.

2.2.5 If Seller fails to give Buyer written notice of Seller's agreement to eliminate such disapproved matter(s) within ten (10) days after Buyer gives written notice to Seller of Buyer's disapproval of any such matter(s), Seller shall be deemed to have elected not to eliminate the disapproved matter. Buyer shall have the right, within five (5) days after Seller elects or is deemed to have elected not to remove the disapproved matter(s), to waive its prior disapproval, in which event, such previously disapproved matter(s) shall be deemed approved as Permitted Exceptions.

2.2.6 Alternatively, Buyer shall also have the right, within five (5) days after Seller elects or is deemed to have elected not to remove the disapproved matter(s) to terminate this Agreement by written notice to Seller in which case this Agreement shall terminate and the Earnest Money shall be immediately remitted to Buyer, and the Parties shall be relieved of any further obligations to each other with respect to this Agreement or the Park Property (except for the payment of costs of title, survey and escrow which shall be paid by the Party responsible therefore in accordance with this Agreement or as otherwise provided in this Agreement). Buyer shall have no other remedy beyond the return of the Earnest Money.

2.2.7 Notwithstanding the foregoing, Buyer need not disapprove any deed of trust, lien, monetary encumbrance, non-recurring assessment, bond or other item representing monies owed, which items Seller shall eliminate at or prior to Close of Escrow (other than the lien for non-delinquent real property taxes encumbering the Park Property which are not yet due and payable) (collectively, the "**Mandatory Removal Items**").

2.2.8 If Seller fails to remove any items it has agreed to remove pursuant to Agreement to be removed from title to the Park Property or any other items Seller has agreed to remove from title prior to the Close of Escrow, Buyer shall have the right to proceed with the Close of Escrow with the title exception referenced herein not removed or to terminate this Agreement. In the event of termination by Buyer, title and escrow costs shall be paid in accordance with Section 4.7 below.

2.3 ALTA Coverage. Seller shall undertake an ALTA survey of the Park Property (the "**ALTA Survey**") at Buyer's expense and shall provide a legal description for the Park Property to be attached thereto as Exhibit A. Buyer shall reimburse Seller for the cost of this survey not later than the date of Closing. If Buyer does not close on the Park Property, Buyer is still obligated to reimburse Seller for the cost of the ALTA Survey.

3. DUE DILIGENCE INSPECTION AND INVESTIGATION.

3.1 Delivery of Seller's Materials. Within ten (10) business days after execution of this Agreement, Seller, without charge to Buyer, shall deliver to Buyer copies of all studies (reports, surveys, tests, or records, and other materials concerning the Park Property that are in the Seller's possession or control or otherwise reasonably available to Seller (collectively, the "**Materials**"). Upon execution hereof, and subject to the terms of this Agreement, Buyer shall commence and thereafter continue at its own cost and expense, such investigations and reviews as Buyer may deem necessary for the purpose of enabling Buyer to determine, in its sole and absolute discretion, the suitability and feasibility of the Park Property for Buyer's contemplated use thereof. All said investigations and reviews by Buyer and the results thereof are hereinafter collectively referred to as the "**Buyer's Review**." Buyer acknowledges Seller is furnishing to Buyer copies of all such Materials prepared by or obtained from third parties for information purposes only and without representation or warranty as to the accuracy or completeness of the contents of such materials.

3.2 Feasibility Period. The due diligence review of the Materials and the Park Property, Environmental Site Assessment (defined below) and all of Buyer's Review, shall be subject to Buyer's approval or disapproval, in its sole and absolute discretion, on or prior to 5:00pm Pacific Time on that date which is ninety (90) days following the Effective Date of this Agreement (said period, including any mutually agreed upon extensions thereof, is herein referred to as the "**Feasibility Period**"). Approval of the due diligence investigation of the Materials and the Park Property, and all of Buyer's Review and investigation, shall be given by Buyer giving written notice of such approval ("**Buyer's Feasibility Approval**") to Seller on or before the expiration of the Feasibility Period. In the event Buyer's Feasibility Approval is not given by Buyer on or before the expiration of the Feasibility Period, then Buyer shall be deemed to have disapproved Buyer's Review and its due diligence review of the Park Property and the Materials. Alternatively, Buyer shall also have the right on or prior to expiration of the Feasibility Period to elect to disapprove and terminate this Agreement by written notice to Seller ("**Buyer's Feasibility Disapproval**"). Upon Buyer's Feasibility Disapproval, this Agreement shall terminate and the Parties shall be relieved of any further obligations to each other with respect to this Agreement or the Park Property (except for the payment of costs of title, survey and escrow which shall be paid by the Party responsible therefore in accordance with Section 4.7 of this Agreement). In the event that the feasibility of the property is disapproved for any reason or in any manner pursuant to this section, Buyer shall provide Seller with all reports studies, evaluations and information obtained by Buyer for the Property during the Feasibility Period.

3.3 Environmental.

(a) Environmental Site Assessment. If, during the Feasibility Period, Buyer or any consultants engaged by Buyer elect to enter the Park Property to perform an environmental site assessment of the Park Property ("Environmental Site Assessment" or "ESA"), the ESA will be conducted pursuant to standard quality assurance procedures and in accordance with Section 3.3(b)-(d). If any report is prepared as the result of the ESA, such report will be conspicuously labeled as a draft, and Buyer will promptly give Seller a copy of the draft report for its review prior to having the report finalized. Except as otherwise required by Chapter 42.56 RCW, the Washington Public Records Act ("PRA"), prior to the Closing, Buyer will keep the draft

report and the information contained therein confidential and will not disclose it to any person, agency or entity without Seller's prior written consent; provided, however, that Buyer may furnish a copy of said draft report to any consultant engaged in, or commenting upon the results of, said draft report. Notwithstanding the foregoing, Buyer shall be permitted to conduct a Phase 1 Environmental Site Assessment on the Park Property and such Phase 1 ESA shall not require additional consent of Seller.

(b) Subsurface Investigation. Buyer shall be permitted to perform soil boring for test holes should the Phase I ESA recommend additional environmental testing, but such boring shall not exceed a subsurface depth of three (3) feet unless such permission is granted by Seller in accordance with this Section. Otherwise, unless required by the Environmental Site Assessment, Buyer shall have no right to make soils borings, drill testing or monitoring wells or otherwise to penetrate the surface of the Park Property, except with Seller's prior written consent, which consent may be withheld. If such consent is given, the additional terms and conditions provided for below in subsections (c) and (d) shall apply. Any request for consent shall be in writing and shall include a detailed work plan and description of the type and location of any proposed borings, testing or monitoring wells and other proposed subsurface penetrations. If Seller does not respond in writing to any such request within ten (10) days following its receipt of Buyer's written request and detailed written description, then such request shall be deemed to be denied by Seller.

(c) Manner of Testing. Prior to drilling into or otherwise penetrating the surface of the Park Property, Buyer shall establish the location of all underground utility lines and facilities through an underground utility location service or by other means acceptable to Seller. Buyer shall conduct any drilling, testing or monitoring activities in a manner which will not obstruct or otherwise unreasonably interfere with the trees, vegetation, use or occupancy of the Park Property. Buyer shall keep all equipment and installations used by Buyer in connection with such activities, including the well caps to any testing or monitoring wells, locked or otherwise secured during all times when Buyer does not require access to such equipment and installations. Buyer shall promptly provide Seller with diagrams showing the locations of all subsurface penetrations and with "as-built" drawings of any testing or monitoring wells installed by Buyer.

(d) Removal of Material, Equipment. Buyer shall remove from the Park Property and properly dispose of all soils, groundwater and other materials generated by Buyer in connection with any drilling, testing or monitoring activities prior to the end of the day on which such soils, groundwater and other materials are generated, all in accordance with applicable law and all permits, licenses, and requirements of and from governmental authorities. Buyer shall sign any Hazardous Substances manifests and other documents required in connection with the removal or disposition of Hazardous Substances as the "generator" of such materials, and Seller shall not have any liability or obligation with respect to such materials. Prior to the end of the Feasibility Period, Buyer shall remove from the Park Property all equipment and installations used by Buyer; shall properly fill, compact, and level all ditches, depressions and excavations; remove and dispose of all debris resulting therefrom; and shall otherwise cause the affected portions of the Park Property to be restored as closely as possible to their original gradient and condition, all in accordance with any environmental law and any other applicable governmental requirements.

3.4 Access. Seller shall permit Buyer, its employees, consultants and agents, at Buyer's sole expense and risk, to enter the Park Property at reasonable times and during normal business hours after reasonable prior notice to Seller (at least 24-hours advanced notice and no weekends) to conduct any and all inspections, tests, and surveys concerning the, hazardous materials, pest infestation, soils conditions, wetlands and/or other environmental or development constraints, and all other matters affecting the suitability of the Park Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the Park Property including the economic feasibility of such purchase. If the transaction contemplated in this Agreement fails to close for any reason (or no reason) as a result of the act or omission of Buyer, its consultants and/or its agents, Buyer shall promptly restore the Park Property to substantially the condition the Park Property was in prior to Buyer's performance of any inspections or work. Buyer shall indemnify, hold harmless, and defend Seller from all damages or injury to persons or property, liens, claims, judgments, costs, and expenses, including reasonable attorneys' fees and experts' fees arising from or relating to Buyer's entry on and inspection of the Park Property (except for those expenses related to required reporting of an environmental condition(s) to the appropriate authorities). This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement. For the avoidance of doubt, during the period commencing on the Effective Date and ending on the Closing Date, Buyer, its respective employees, agents, consultants, engineers and contractors shall have the right to enter the Park Property for its investigations and inspection of the Park Property.

3.4.1 Buyer agrees (1) to promptly pay when due all costs associated with Buyer's Review and (2) not to cause, permit or suffer any lien or encumbrance to be asserted against the VIC Property or Park Property related to the Buyer's .

3.4.2 Buyer shall comply with all federal, state and local laws, rules, regulations and ordinances which might in any way relate to the Buyer's Investigations with the proviso that any contamination of the Park Property the exceeds state or federal contaminated levels may only be reported to state or federal agencies by Seller in cooperation with Buyer. Notwithstanding the foregoing, Buyer shall not report any hazardous substance findings or contamination to state or federal agencies without providing information regarding such matters and consulting with Seller in regard thereto, except as otherwise required by law.

3.4.3 Upon Buyer's completion of the Buyer's Review, and to the extent directly related to the Buyer's Review, Buyer shall be responsible for returning the Park Property to substantially the condition existing prior to Buyer's or Buyer's Representative's first entry onto the Park Property for the Buyer's Investigations. Neither Buyer nor any Buyer Representative shall damage any part of the Park Property or any personal property owned or held by any tenant or third party.

3.5 Discovery of Hazardous Materials. Notwithstanding the foregoing, if at any time following the execution of this Agreement but prior to the Close of Escrow, Seller discovers any hazardous materials, as defined by an applicable environmental law ("**Hazardous Materials**") on, under, about or adjacent to the Park Property (other than as disclosed in the Materials), Seller shall promptly notify Buyer in writing. Buyer shall have the right, within thirty (30) days after notification to Buyer of the discovery of such Hazardous Materials, to either (i) elect to proceed with this Agreement notwithstanding such discovery, (ii) elect to proceed with this Agreement

upon Seller remediating the Hazardous Materials provided that the cost of such remediation does not exceed \$25,000; or (iii) elect to terminate this Agreement by written notice to Seller. Buyer's failure to exercise an election during that thirty (30) day period shall be deemed to be Buyer's election not to terminate this Agreement and proceed to Closing.

4. ESCROW.

4.1 Escrow Holder. Within ten (10) business days of the Effective Date of this Agreement Buyer and Seller shall cause an Escrow to be opened with Fidelity Title National Title Insurance Company of Washington (Attn: Melissa Miller), located at 655 W. Columbia Way, Suite 200, Vancouver, WA 98660 ("**Escrow Holder**" or "**Title Company**") at which time Buyer and Seller will deposit an executed copy or executed counterparts of this Agreement with Escrow Holder (the "**Opening of Escrow**"). Failure of Buyer to open Escrow and deposit the Earnest Money Note within the timeframe provided for herein shall cause the termination of this Agreement upon written notice by Seller to Buyer of such Failure unless Buyer cures such failure by opening Escrow and depositing the Earnest Money Note within five (5) business days of receiving such notice. The purchase and sale of the Park Property will be completed through the Escrow.

4.2 Deliveries to Escrow Holder.

4.2.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

(a) A Statutory Warranty Deed ("**Deed**"), in the form attached to this Agreement as **Exhibit C**, duly executed and acknowledged by Seller and in recordable form, conveying the Park Property to Buyer.

(b) A Transferor's Certificate of Non-Foreign Status ("**FIRPTA Certificate**") properly executed by Seller.

(c) A Washington Department of Revenue Real Estate Excise Tax Affidavit ("REETA") form.

(d) The Infrastructure Development Agreement in substantially the form attached to this Agreement as Schedule 1.5.

(e) The ROFR in substantially the form attached to this Agreement as Schedule 1.6.

(f) The amount due, after the prorations are computed in accordance with Section 4.5 below.

4.2.2 By Buyer. On or prior to the Closing Date, Buyer will deliver or cause to be delivered to Escrow Holder the following items:

(a) The balance of the Purchase Price.

(b) The amount due after the prorations are computed in accordance with Section 4.5 below.

(c) Such resolutions, ordinances, certificates and/or other municipal documents relating to Buyer and Buyer's authority as are reasonably required by Seller in connection with this transaction.

(d) The Infrastructure Development Agreement in substantially the form attached to this Agreement as Schedule 1.5.

(e) The ROFR in substantially the form attached to this Agreement as Schedule 1.6.

4.2.3 By Buyer and Seller. Buyer and Seller will each deposit such other funds and instruments consistent with this Agreement as are reasonably required by Escrow Holder or otherwise required for Closing. In addition, Seller and Buyer hereby designate Escrow Holder as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

4.3 Close of Escrow.

4.3.1 Closing Date. Provided all of Seller's and Buyer's obligations to be performed on or before Close of Escrow have been performed or waived and all conditions to Close of Escrow have been satisfied or waived, Escrow shall close within 60 days of the satisfaction or waiver of all conditions to Closing (the "**Closing Date**") on a date reasonably scheduled by mutual agreement of the parties. Seller shall have the right to extend this closing date until no later than November 30, 2025.

4.3.2 Possession of Property. Possession of the Park Property shall be delivered to Buyer at the Close of Escrow.

4.4 Conditions to the Close of Escrow.

4.4.1 Conditions Precedent to Buyer's Obligations. The Close of Escrow and Buyer's obligations with respect to the transactions contemplated by this Agreement are subject to the timely satisfaction or waiver of the following contingencies, in Buyer's sole and absolute discretion:

(a) Physical Inspection. Buyer satisfying itself within ninety (90) days after the Effective Date (the "**Feasibility Period**") that the Park Property is in acceptable physical condition. Buyer's physical inspection shall be at Buyer's sole cost and shall include, but not be limited to environmental studies, soil studies, surveys and other physical inspection of the Park Property and all improvements located thereon.

(b) Condition of Title. Buyer's written approval, of a current Preliminary Title Report concerning the Park Property issued by the Title Company, together with all underlying documents, and any updated title report, by the deadlines provided for herein.

(c) Survey. Buyer's written approval of an ALTA Survey of the Park Property to be obtained by Seller and the cost of the ALTA Survey reimbursed by Buyer as provided for herein, before expiration of the Feasibility Period.

(d) Documents. Buyer's written approval, within thirty (30) days after receipt from Seller of legible copies of Seller's Materials.

(e) Legal Lot. Seller obtaining the City's approval of the Park Property as a legal lot on or before closing; provided that the Park Property, and any remainder property, must be at least 10 acres to be exempt from platting under VMC 20.320.015.D.2.

(f) Title Policy. On or before the Closing Date, Title Company shall have committed to issue to Buyer the Title Policy (which shall be an ALTA Extended Coverage Owner's Policy at the Buyer's election).

(g) Seller's Performance. Seller shall have duly performed in all material respects each and every covenant of Seller hereunder and delivered all documents required of Seller hereunder.

(h) Accuracy of Representations and Warranties. On the Closing Date, all representations and warranties made by Seller herein shall be true and correct in all material respects as if made on and as of the Closing Date.

In the event any of the above conditions precedent to Buyer's obligations are not satisfied or waived by Buyer by the applicable deadlines, then in such event Buyer may terminate this Agreement by notice to Seller, in which event the Earnest Money shall be promptly returned to Buyer in accordance with Section 1.4. If the failure of the condition to Closing is a breach by Seller of its obligations under this Agreement, then Buyer shall continue to have all its remedies as provided for in this Agreement as a result of Seller's breach, including the return of the Earnest Money.

4.4.2 Conditions Precedent to Seller's Obligations. The Close of Escrow and Seller's obligations with respect to the transactions contemplated by this Agreement are subject to the timely satisfaction or waiver of the following contingencies, in Seller's sole and absolute discretion.

(a) Buyer's Performance. Buyer shall have duly performed in all material respects each and every covenant of Buyer hereunder and delivered all documents required of Buyer hereunder.

(b) Accuracy of Representations and Warranties. Buyer's representations and warranties set forth in this Agreement shall be true and correct in all material respects as of the Closing Date as if made on and as of the Closing Date.

In the event any of the above conditions precedent to Seller's obligations are not satisfied or waived by Seller, which satisfaction or waiver shall not be unreasonably withheld, then in such event Seller may terminate this Agreement by notice to Buyer and Seller shall have no further liability or obligation under this Agreement and the Earnest Money shall be promptly delivered to

Buyer in accordance with Section 1.4; provided, however, if the failure of the condition to Closing is a breach by Buyer of its obligations under this Agreement, or for a reason not listed in Section 1.4, the Earnest Money shall be promptly delivered to Seller.

4.5 Prorations. The Park Property shall be created as a legal lot at the time of Closing. Real property taxes shall be prorated between Buyer and Seller as to the Park Property lot as of the Close of Escrow based on the latest available tax information. Any delinquent taxes and deferred property taxes shall be paid by Seller at or prior to the Close of Escrow. General installment of local improvement district assessments shall be prorated as of Closing. Upon the request of either party, adjustments shall be made between the Parties after Closing for the actual amount of any pro-rations made on the basis of estimates as of Closing. Such prorations shall be calculated on the actual days of the applicable month and all annual prorations shall be calculated based upon a 365-day year. Buyer and Seller shall each pay the fees of its respective attorneys and consultants. All escrow fees and recording fees shall be prorated between the parties at closing.

4.6 Broker's and Finders. Neither party has engaged a broker who shall be due a commission arising out of this transaction.

4.7 Escrow Cancellation Charges. If this Escrow shall fail to close by reason of the default of either Party hereunder, the defaulting Party shall be liable for all escrow and title cancellation charges. In the event that the Escrow shall fail to close for any other reason (including, without limitation, non-waiver of any contingency), each Party shall pay one-half (1/2) of all escrow and title cancellation charges; provided, any costs associated with the extended owner's coverage for the Title Policy (including, without limitation, survey and endorsement costs) shall be paid solely by Buyer.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS BY SELLER AND BUYER.

5.1 Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Park Property, Seller hereby makes the following representations and warranties (each of which is material and shall be true and accurate as of the date hereof and as a condition precedent to Buyer's obligation to close hereunder), based upon Seller's actual knowledge. All representations and warranties of Seller set forth herein are deemed to be separately made by each person or entity constituting Seller, and all persons or entities constituting Seller are jointly and severally responsible for the accuracy of all such representations and warranties or any breach thereof:

5.1.1 Seller is a limited liability company validly existing under the laws of the State of Washington or the State in which it is formed, and has duly and validly authorized, executed and delivered this Agreement and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement by Seller. To Seller's knowledge, this Agreement is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms (except to the extent such enforcement may be limited by applicable bankruptcy, insolvency or other principles relating to creditors' rights).

5.1.2 As of the date hereof, the Park Property is not, and as of the Close of Escrow, the Park Property will not be subject to any unrecorded instruments affecting title to or

use of the Park Property, and no other person has claimed title to, possession of or right to use the Park Property or any right thereto, not disclosed in the Title Commitment. Seller has not entered into any lease or other agreement for possession of the Park Property, pursuant to which such person has any interest or future right or interest to occupancy, possession or use of all or any portion of the Park Property. Furthermore, this Agreement is an exclusive agreement with Buyer for the Park Property. Seller has not and, until this Agreement is terminated through no fault of Seller, will not entertain or negotiate any other disposition of the Park Property with any party other than Buyer.

5.1.3 Seller is not a “foreign person” within the meaning of Internal Revenue Code 1445.

5.1.4 Seller is not in default nor has Seller received any written notice that any event has occurred which with the giving of notice or the passage of time, or both, would constitute a default under any contract, transaction, agreement, covenant, condition, restriction, lease, easement, encumbrance or instrument pertaining to the Park Property.

5.1.5 Except as otherwise disclosed in writing to Buyer, there are no agreements affecting the Park Property, written or unwritten, between Seller and any third party which materially impact Buyer’s use of the Park Property as a park.

5.1.6 At the present and at the Close of Escrow, to Seller’s actual knowledge, no violation of any statute, ordinance, regulation or administrative or judicial order or holding, whether or not appearing in public records, exists or will exist with respect to the Park Property.

5.1.7 To Seller’s best knowledge, there is no litigation respecting the use or operation of the Park Property.

5.1.8 At the Close of Escrow, there will be no contracts, licenses, commitments or undertakings respecting the Park Property or performance of services on the Park Property by which Buyer would become obligated or liable to any person unless specifically disclosed to Buyer.

5.1.9 At the present and at the Close of Escrow, Seller shall have no actual concerning the existence of any Hazardous Substance on the Park Property unless provided to Seller by Buyer as hereinabove provided for., .

5.2 Buyer’s Representations and Warranties. In consideration of Seller’s entering into this Agreement and as an inducement to Seller to sell the Park Property, Buyer hereby makes the following representations and warranties, (each of which is material and shall be true and accurate as of the date hereof and as a condition precedent to Seller’s obligation to close hereunder). All representations and warranties of Buyer set forth herein are deemed to be separately made by each person or entity constituting Buyer, and all persons or entities constituting Buyer are jointly and severally responsible for the accuracy of all such representations and warranties or any breach thereof:

5.2.1 Buyer is a Washington municipal agency, duly organized and validly existing under the laws of the State of Washington and has duly authorized the execution and delivery of this Agreement by the person signing below.

5.2.2 Buyer has full power, authority and legal right to execute, deliver and perform this Agreement, and all other documents and certificates contemplated hereby or thereby, and the execution, delivery and performance thereof have been duly authorized by Buyer.

5.2.3 Except as otherwise described in this Agreement, no other action is or was required to be taken by Buyer to permit the execution, delivery and performance of this Agreement, and all other documents and certificates contemplated hereby, and the transactions contemplated hereby, and no consent or approval of any third party or governmental authority is or was required or appropriate in connection with the execution of this Agreement, or to consummate the transactions contemplated hereunder.

5.2.4 This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms (except to the extent such enforcement may be limited by applicable bankruptcy, insolvency or other principles relating to creditors' rights).

In the event any of the representations of Seller or Buyer contained herein become untrue on or prior to Closing as a result of information received or occurrences subsequent to the Effective Date hereof, the Party making such representation shall promptly notify the other Party and such Party may elect, without waiving any of its rights or remedies under this Agreement or otherwise, to (i) waive any objections and proceed with Closing (and by Closing such objections shall be deemed waived) or (ii) terminate this Agreement, in which event the Earnest Money shall be released to the Party entitled thereto and this Agreement shall terminate and be of no further force or effect

5.3 Covenants. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Park Property, Seller hereby covenants that so long as this Agreement remains in force and effect and to the Close of Escrow, Seller will:

5.3.1 Not convey any ownership interest in the Park Property, and Seller will not subject the Park Property to, or allow the Park Property to become subject to any leases or additional liens after the date of this Agreement which will not be eliminated prior to the Close of Escrow; and

5.3.2 Cause the Park Property to be maintained in substantially the same condition as of the date of this Agreement, ordinary wear and tear excepted, and in compliance with all applicable laws and local ordinances.

6. CONDITION OF PROPERTY; PROPERTY "AS-IS".

EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED IN OTHER SECTIONS OF THIS AGREEMENT, THERE ARE NO SIDE AGREEMENTS OR REPRESENTATIONS; THIS IS AN AS-IS PURCHASE. BUYER REPRESENTS, WARRANTS AND COVENANTS TO SELLER THAT BUYER WILL, DURING THE FEASIBILITY PERIOD, INDEPENDENTLY AND PERSONALLY INSPECT THE PARK

PROPERTY AND IMPROVEMENTS, IF ANY, AND THAT BUYER HAS ENTERED INTO THIS AGREEMENT BASED UPON ITS RIGHTS AND INTENTIONS TO MAKE SUCH PERSONAL EXAMINATION AND INSPECTION. BUYER AGREES THAT BUYER WILL ACCEPT THE PARK PROPERTY, IN ITS THEN CONDITION **AS-IS AND WITH ALL ITS FAULTS** INCLUDING, WITHOUT LIMITATION, ANY FAULTS AND CONDITIONS SPECIFICALLY REFERENCED IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES. NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF, BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO THE PARK PROPERTY.

Buyer's Initials

Seller's Initials

7. INCORPORATION OF EXHIBITS.

All exhibits attached hereto and referred to herein are incorporated in this Agreement as though fully set forth herein.

8. ATTORNEYS' FEES.

In any action, proceeding or arbitration between Buyer and Seller seeking enforcement of any of the terms and provisions of this Agreement, or in connection with the Park Property, the prevailing party in such action, proceeding or arbitration, including any appeal therefrom, shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses (not limited to taxable costs), reasonable attorneys' fees and reasonable fees of expert witnesses. Such fees shall include any fees incurred on appeal or in any bankruptcy proceeding related to this Agreement.

9. NOTICES.

All notices, requests, demands and other communication given or required to be given hereunder shall be in writing and either: (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by nationally recognized courier service such as Federal Express, or (iv) sent by telecopy or electronic mail, if such telecopy or electronic mail is followed by a notice sent out on the same day by registered or certified mail, postage prepaid, return receipt requested, or overnight courier, duly addressed to the Parties as follows:

To Seller: The VIC Building Owner LLC
 505 Fifth Avenue, 27th Floor
 New York, NY 10017
 Business No.: (914) 292-4489

mesrig@newblueptrs.com
jrabina@rabina.com

With Copy To: Schwabe Williamson and Wyatt
Attn: Stephen W. Horenstein,
700 Washington Suite 701
Vancouver, WA 98660
Business No.: (360) 597-0806
shorensteinh@schwabe.com

To Buyer: City of Vancouver
Attn: Lon Pluckhahn, City Manager
PO Box 1995
Vancouver, WA 98668-1995
lon.pluckhahn@cityofvancouver.us

With Copy To: Vancouver City Attorney's Office
Attn: Becky Rude
PO Box 1995
Vancouver, WA 98668-1995
becky.rude@cityofvancouver.us

Delivery of any notice or other communication hereunder shall be deemed made on the date of actual delivery thereof to the address of the addressee, if personally delivered, on the date indicated in the return receipt or courier's records as the date of delivery or as the date of first attempted delivery on any business day, if sent by mail or courier service, or on the date of transmission on any business day (if prior to 5:00 p.m. in the recipient's time zone; but if after 5:00 p.m., then as of 9:00 a.m. on the next business day after such transmission) if transmitted by telecopy or electronic mail. Any Party may change its address for purposes of this Section by giving notice to the other Party and to Escrow Holder as herein provided.

10. DEFAULT; REMEDIES.

10.1 Buyer's Default. Buyer and Seller agree that it would be impractical and extremely difficult to estimate the damages that Seller may suffer upon the default of the Buyer. Therefore, Buyer and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that Buyer defaults and fails to complete the purchase of the Park Property is and shall be, and the Seller's sole and exclusive remedy, whether at law or in equity, the amount of the Earnest Money. This amount shall be the full, agreed, and liquidated damages for the breach of this Agreement by Buyer, all other claims for damage or other remedies herein being expressly waived by Seller. The payment of this amount as liquidated damages is not intended as a forfeiture or penalty but is intended to constitute liquidated damages to Seller. In the event of Buyer's default, Buyer shall execute such reasonable documentation as Escrow Holder may require releasing the Earnest Money to Seller.

10.2 Seller's Default. If Seller breaches any of its representations, warranties, covenants and/or agreements hereunder or fails to consummate the purchase and sale contemplated

herein by the Closing Date, then Buyer shall be entitled at its option to notify Seller of the election by Buyer to terminate, then Buyer may elect to treat this Agreement as cancelled, in which case all Earnest Money paid by Buyer hereunder shall be returned or, in the alternative, Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance and any other remedy under law and equity.

Seller Initials for Section 13: _____

Buyer Initials for Section 13: _____

11. ASSIGNMENT.

Neither Party may assign all its right, title and interest together with all responsibilities, obligations and liabilities arising out of this Agreement without the other Party's prior consent, which consent shall not be unreasonably withheld.

12. BINDING EFFECT.

This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their successors and assigns.

13. GOVERNING LAW AND VENUE.

This Agreement and any collateral Agreements shall be governed by the laws of the State of Washington and venue shall be in Clark County, Washington.

14. ENTIRE AGREEMENT.

This Agreement incorporates all exhibits and attachments hereto and contains all the agreements of the Parties with respect to the matters contained herein and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties or their respective successors in interest and expressly stating that it is an amendment of this Agreement. In the event of a conflict between this Agreement and the VIC DA, the VIC DA shall control.

15. COUNTERPARTS.

This Agreement may be executed and delivered via facsimile, electronic mail (including pdf or any electronic means) or other transmission method and in one or more counterparts, each of which shall be (i) an original; (ii) deemed to have been duly and validly delivered and be valid and effective for all purposes, and (iii) enforceable under UCC Section 3-309 or any other similar statute. The Parties hereto agree that the possession of an executed and delivered electronic version of this Agreement or any other Document shall constitute possession of this Agreement or such other Document under UCC Section 3-309 or any other similar authority.

16. THIRD PARTIES.

Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, other than the Parties and their successors and assigns, any rights or remedies under or by reason of this Agreement.

17. SEVERABILITY.

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.

18. TIME PERIODS.

In computing time periods under this Agreement, the first day shall be excluded and the last day shall be included. Except as otherwise provided herein, all time periods measured by days in this Agreement shall be measured by calendar days and, if the last day in that period is a Saturday, Sunday or legal holiday, then the last day of the period shall be deemed to be the next following business day. Time is of the essence with respect to all provisions within this Agreement.

19. ADDITIONAL DOCUMENTS.

Each Party hereto agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.

20. SURVIVAL.

All obligations of the Parties contained herein which by their terms do not arise until after Closing and any other provisions of this Agreement which by their terms survive Closing, shall survive Closing for a period of twelve (12) months unless otherwise specifically stated. Notwithstanding the foregoing, the ROFR shall survive the Closing of this transaction according to its terms and the Restrictive Covenant shall run with the land.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement for Purchase and Sale and Escrow Instructions as of the day and year first above written.

SELLER

VIC BUILDING OWNER LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

BUYER

CITY OF VANCOUVER,
a Washington municipal corporation

By: _____

Name: Lon Pluckhahn

Title: City Manager

ATTEST:

By: _____

By: Natasha Ramras, City Clerk

APPROVED AS TO FORM:

By: _____

By: Nena Cook, City Attorney

EXHIBIT A.1

LEGAL DESCRIPTION OF THE FORESTED TRACT



17356LD_FOREST PARCEL
1/23/2023
GAH

VANCOUVER OFFICE

18405 SE Mill Plain Blvd #100 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

EXHIBIT A

VANCOUVER INNOVATION CENTER FOREST PARCEL DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°12'07" WEST ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 1,298.25 FEET TO A POINT ON THE NORTH LINE OF THAT TRACT OF LAND AS SURVEYED BY MACKAY AND SPOSITO JANUARY 9, 1979 AND RECORDED IN BOOK 9 OF SURVEYS, PAGE 116 OF CLARK COUNTY RECORDS; THENCE NORTH 89°09'22" WEST ALONG SAID NORTH LINE, A DISTANCE OF 146.43 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE, AS DEDICATED TO THE CITY OF VANCOUVER BY STATUTORY WARRANTY DEED RECORDED JULY 2, 2001 AS AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID TRACT NORTH 89°09'22" WEST 1,309.26 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 28°27'56" EAST 116.02 FEET; THENCE SOUTH 08°31'19" EAST 130.88 FEET; THENCE SOUTH 54°26'09" EAST 32.52 FEET; THENCE SOUTH 81°09'42" EAST 34.55 FEET;

THENCE SOUTH 86°53'01" EAST 38.46 FEET; THENCE NORTH 88°58'07" EAST 63.55 FEET; THENCE NORTH 44°50'55" EAST 54.57 FEET; THENCE NORTH 70°20'16" EAST 19.00 FEET;

THENCE NORTH 88°58'30" EAST 45.84 FEET; THENCE SOUTH 68°10'17" EAST 47.96 FEET; THENCE SOUTH 86°13'08" EAST 59.13 FEET; THENCE SOUTH 42°13'51" EAST 42.32 FEET; THENCE SOUTH 47°27'34" EAST 46.27 FEET;

THENCE SOUTH 10°03'09" WEST 86.58 FEET; THENCE SOUTH 30°16'57" EAST 65.57 FEET; THENCE SOUTH 03°45'52" WEST 141.65 FEET; THENCE SOUTH 22°10'44" EAST 93.49 FEET; THENCE SOUTH 64°39'09" EAST 66.26 FEET;

THENCE SOUTH 52°42'23" EAST 55.11 FEET; THENCE SOUTH 19°16'23" EAST 29.23 FEET; THENCE SOUTH 04°58'07" EAST 26.82 FEET; THENCE SOUTH 59°04'57" EAST 53.41 FEET; THENCE SOUTH 48°14'21" EAST 31.31 FEET;

THENCE SOUTH 59°35'41" EAST 57.85 FEET; THENCE SOUTH 55°08'35" EAST 28.97 FEET; THENCE SOUTH 65°30'39" EAST 61.99 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,235.00 FOOT RADIUS AND A TANGENT BEARING OF NORTH 25°20'21" EAST INTO SAID CURVE; SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE, AS DEDICATED TO THE CITY OF VANCOUVER BY STATUTORY WARRANTY DEED RECORDED JULY 2, 2001 AS AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE THE FOLLOWING 7 COURSES:

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°04'56", AN ARC DISTANCE OF 66.44 FEET; THENCE NORTH 29°55'05" EAST 536.02 FEET; THENCE NORTH 29°34'02" EAST 150.03 FEET; THENCE NORTH 41°45'35" EAST 56.33 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,085.00 RADIUS AND A TANGENT BEARING OF NORTH 28°14'11" EAST INTO SAID CURVE; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°45'08" AN ARC DISTANCE OF 52.12 FEET; THENCE NORTH 12°49'19" WEST 39.78 FEET; THENCE NORTH 11°55'07" EAST 102.02 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THERE FROM ANY PORTION LYING WITHIN SE 192ND AVENUE.

CONTAINING 13.704 ACRES, MORE OR LESS.



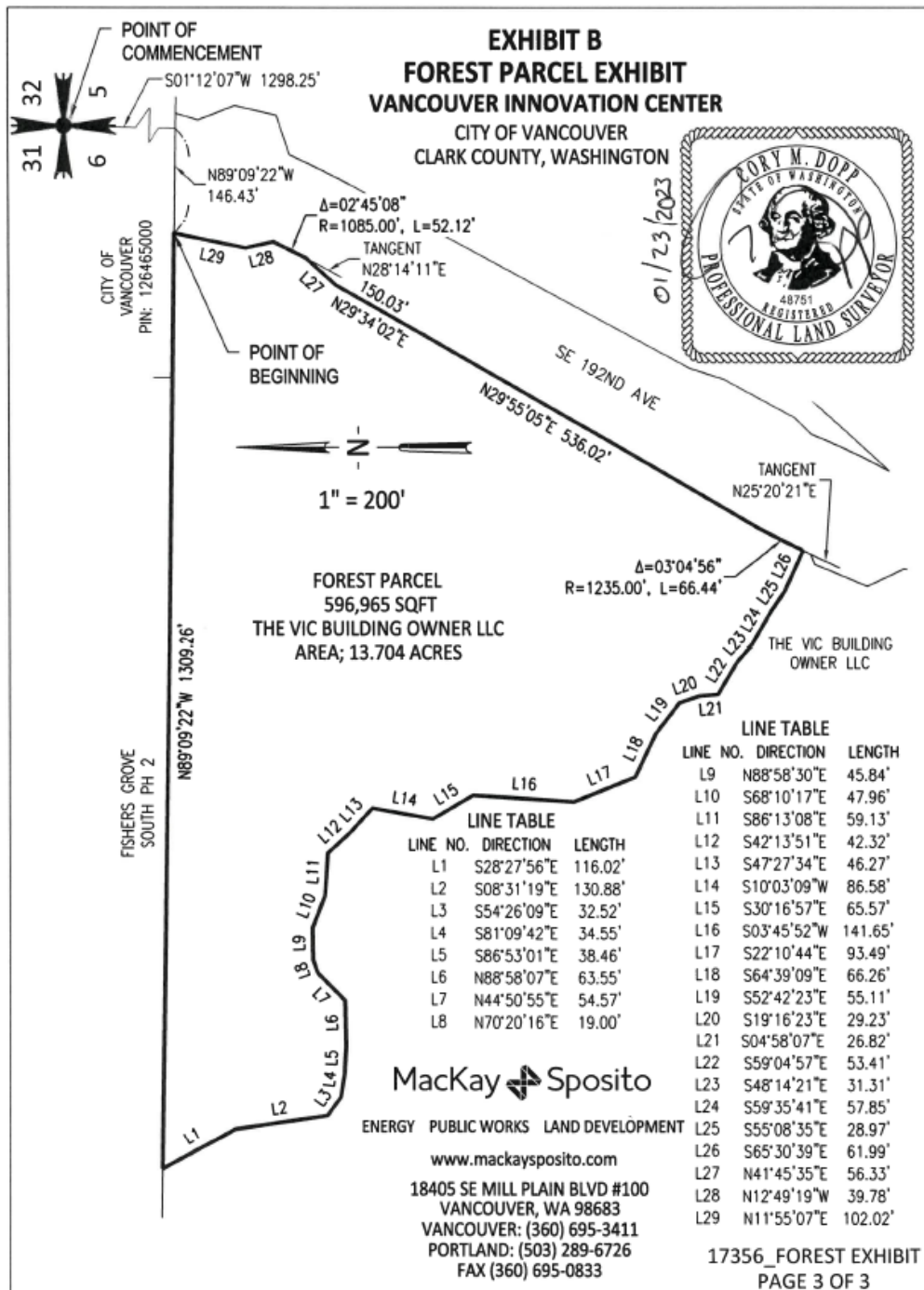


EXHIBIT A.2

LEGAL DESCRIPTION OF THE PARK ACCESS AREA



VANCOUVER OFFICE

18405 SE Mill Plain Blvd #100 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

17356LD_FOREST PARKING
3/18/2025
GAH

EXHIBIT A VANCOUVER INNOVATION CENTER FOREST PARKING DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°12'07" WEST ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 1,298.25 FEET TO A POINT ON THE EASTERLY EXTENTION OF THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED AS EXHIBIT "C" IN QUIT CLAIM DEED RECORDED SEPTEMBER 14, 2023, AS AUDITOR'S FILE NO. 6143012, CLARK COUNTY DEED RECORDS; THENCE NORTH 89°09'22" WEST 146.43 FEET ALONG SAID EXTENTION TO THE NORTHEAST CORNER OF SAID TRACT, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE, DESCRIBED IN STATUTORY WARRANTY DEED RECORDED JULY 2, 2001, AS AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°09'22" WEST 1,309.26 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 28°27'56" EAST 116.02 FEET; THENCE SOUTH 08°31'19" EAST 130.88 FEET; THENCE SOUTH 54°26'09" EAST 32.52 FEET; THENCE SOUTH 81°09'42" EAST 34.55 FEET; THENCE SOUTH 86°53'01" EAST 38.46 FEET; THENCE NORTH 88°58'07" EAST 63.55 FEET; THENCE NORTH 44°50'55" EAST 54.57 FEET; THENCE NORTH 70°20'16" EAST 19.00 FEET; THENCE NORTH 88°58'30" EAST 45.84 FEET; THENCE SOUTH 68°10'17" EAST 47.96 FEET; THENCE SOUTH 86°13'08" EAST 59.13 FEET; THENCE SOUTH 42°13'51" EAST 42.32 FEET; THENCE SOUTH 47°27'34" EAST 46.27 FEET; THENCE SOUTH 10°03'09" WEST 86.58 FEET; THENCE SOUTH 30°16'57" EAST 65.57 FEET; THENCE SOUTH 03°45'52" WEST 141.65 FEET; THENCE SOUTH 22°10'44" EAST 93.49 FEET; THENCE SOUTH 64°39'09" EAST 24.90 FEET **THE POINT OF BEGINNING**; THENCE SOUTH 01°11'58" WEST 231.12 FEET; THENCE SOUTH 88°48'02" EAST 174.89 FEET; THENCE NORTH 00°50'38" EAST 75.88 FEET; THENCE NORTH 59°35'41" WEST 10.16 FEET; THENCE NORTH 48°14'21" WEST 31.31 FEET; THENCE NORTH 59°04'57" WEST 53.41 FEET; THENCE NORTH 04°58'07" WEST 26.82 FEET; THENCE NORTH 19°16'23" WEST 29.23 FEET; THENCE NORTH 52°42'23" WEST 55.11 FEET; THENCE NORTH 64°39'09" WEST 41.36 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN SE 192ND AVENUE. CONTAINING 0.632 ACRES, MORE OR LESS.



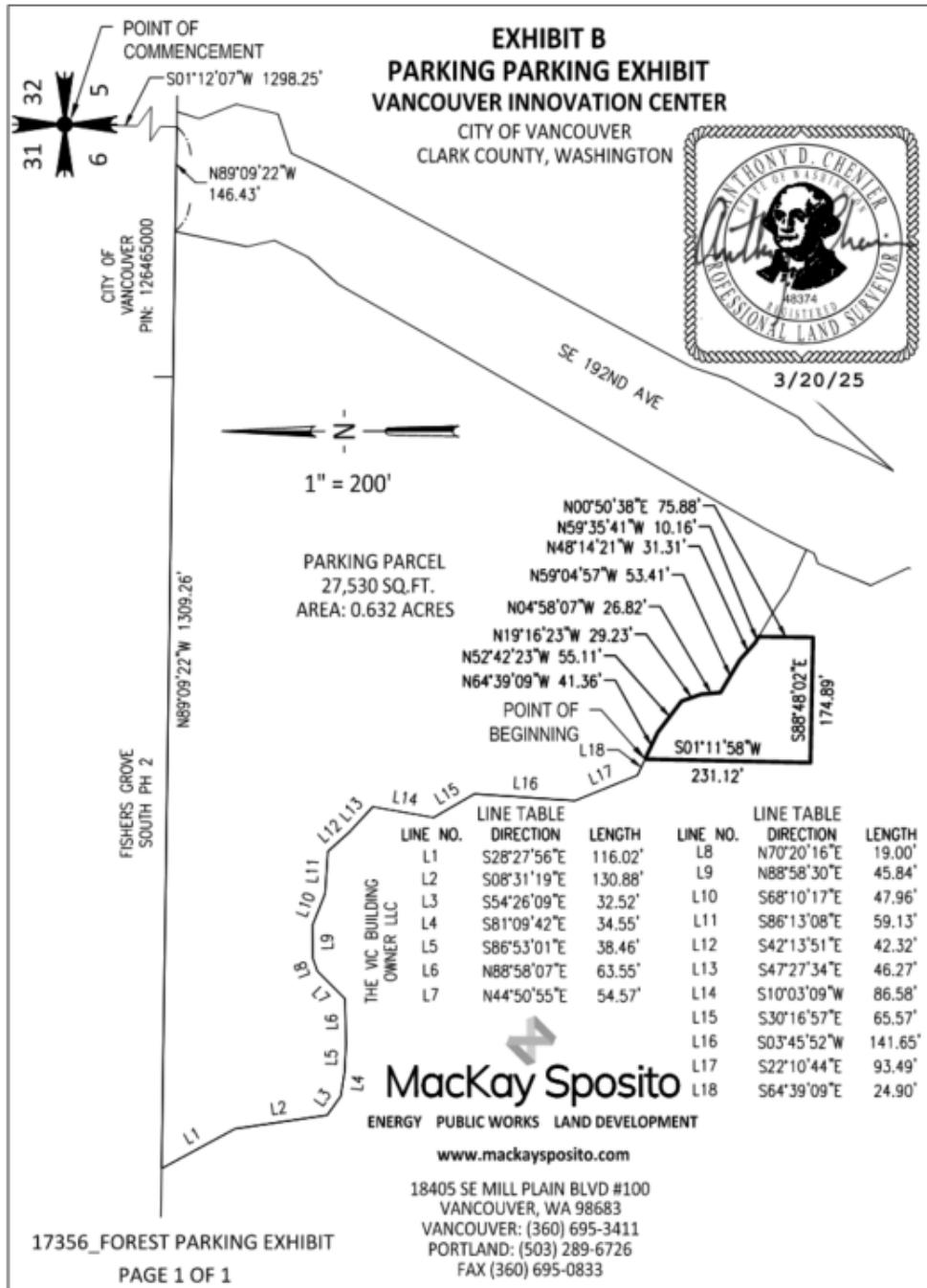


EXHIBIT A.3

PARK PROPERTY LEGAL DESCRIPTION AND DIAGRAM



17356LD_FOREST PARCEL
2/18/2025
GAH

VANCOUVER OFFICE

18405 SE Mill Plain Blvd #100 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

EXHIBIT A **VANCOUVER INNOVATION CENTER** **FOREST PARCEL DESCRIPTION**

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°12'07" WEST ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 1,298.25 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED AS EXHIBIT "C" IN QUIT CLAIM DEED RECORDED SEPTEMBER 14, 2023, AS AUDITOR'S FILE NO. 6143012, CLARK COUNTY DEED RECORDS; THENCE NORTH 89°09'22" WEST 146.43 FEET ALONG SAID EXTENSION TO THE NORTHEAST CORNER OF SAID TRACT, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE, DESCRIBED IN STATUTORY WARRANTY DEED RECORDED JULY 2, 2001, AS AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°09'22" WEST 1,309.26 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 28°27'56" EAST 116.02 FEET; THENCE SOUTH 08°31'19" EAST 130.88 FEET; THENCE SOUTH 54°26'09" EAST 32.52 FEET; THENCE SOUTH 81°09'42" EAST 34.55 FEET; THENCE SOUTH 86°53'01" EAST 38.46 FEET; THENCE NORTH 88°58'07" EAST 63.55 FEET; THENCE NORTH 44°50'55" EAST 54.57 FEET; THENCE NORTH 70°20'16" EAST 19.00 FEET; THENCE NORTH 88°58'30" EAST 45.84 FEET; THENCE SOUTH 68°10'17" EAST 47.96 FEET; THENCE SOUTH 86°13'08" EAST 59.13 FEET; THENCE SOUTH 42°13'51" EAST 42.32 FEET; THENCE SOUTH 47°27'34" EAST 46.27 FEET; THENCE SOUTH 10°03'09" WEST 86.58 FEET; THENCE SOUTH 30°16'57" EAST 65.57 FEET; THENCE SOUTH 03°45'52" WEST 141.65 FEET; THENCE SOUTH 22°10'44" EAST 93.49 FEET; THENCE SOUTH 64°39'09" EAST 24.90 FEET; THENCE SOUTH 01°11'58" WEST 231.12 FEET; THENCE SOUTH 88°48'02" EAST 174.89 FEET; THENCE NORTH 00°50'38" EAST 75.88 FEET; THENCE SOUTH 59°35'41" EAST 47.69 FEET; THENCE SOUTH 55°08'35" EAST 28.97 FEET; THENCE SOUTH 65°30'39" EAST 61.99 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,235.00 FOOT RADIUS, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE, AS DEDICATED TO THE CITY OF VANCOUVER BY STATUTORY WARRANTY DEED RECORDED JULY 2, 2001 AS AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE THE FOLLOWING SEVEN COURSES:

THENCE FROM A TANGENT BEARING OF NORTH 25°20'21" EAST, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°04'56", AN ARC DISTANCE OF 66.44 FEET; THENCE NORTH 29°55'05" EAST 536.02 FEET; THENCE NORTH 29°34'02" EAST 150.03 FEET; THENCE NORTH 41°45'35" EAST 56.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE WITH A 1,085.00 RADIUS; THENCE FROM A TANGENT BEARING OF NORTH 28°14'11" EAST, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°45'08" AN ARC DISTANCE OF 52.12 FEET; THENCE NORTH 12°49'19" WEST 39.78 FEET; THENCE NORTH 11°55'07" EAST 102.02 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN SE 192ND AVENUE.

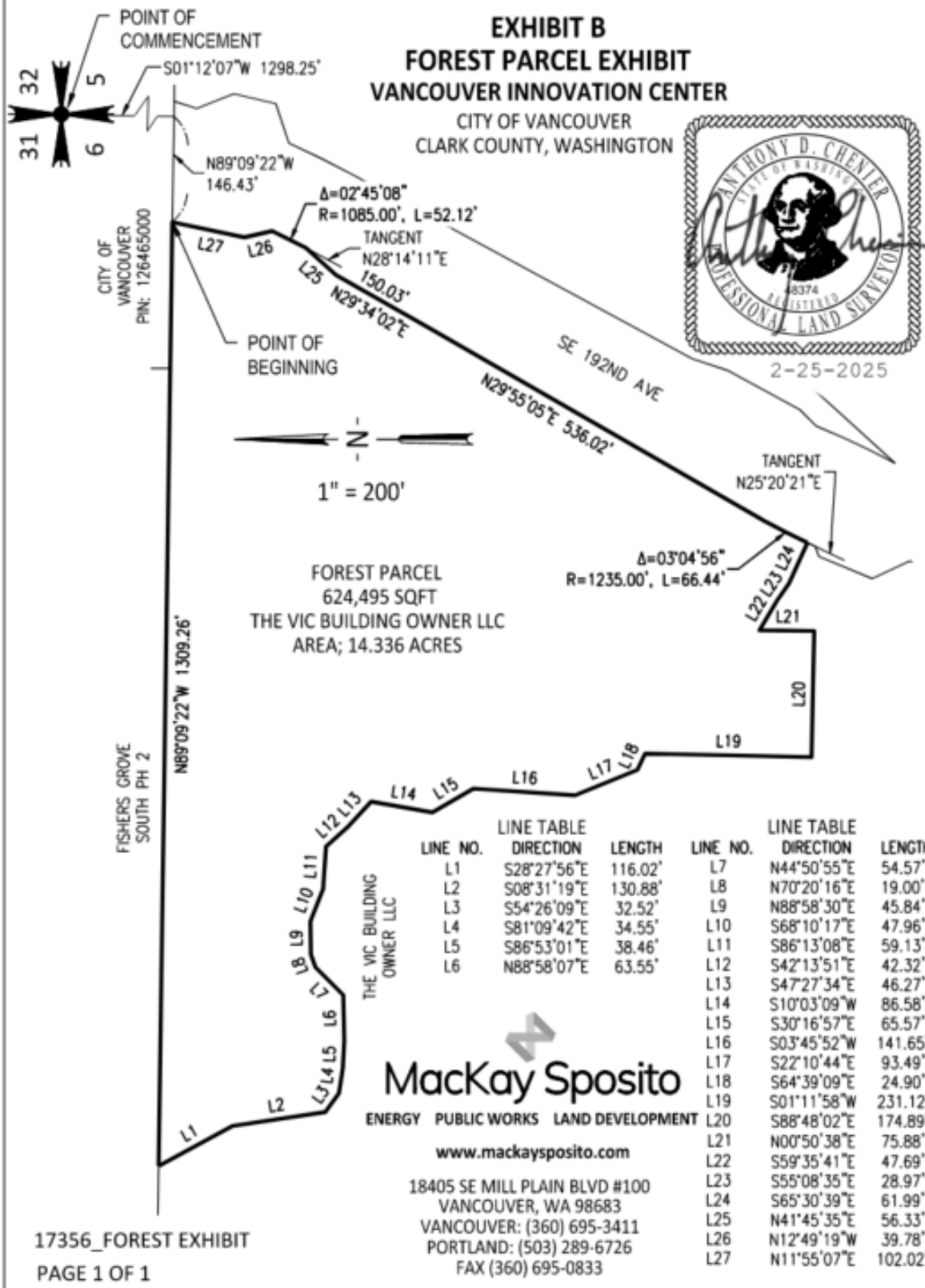
CONTAINING 14.336 ACRES, MORE OR LESS.



2-25-2025

EXHIBIT B **FOREST PARCEL EXHIBIT** **VANCOUVER INNOVATION CENTER**

CITY OF VANCOUVER
 CLARK COUNTY, WASHINGTON



SCHEDULE 1.5
FORM OF INFRASTRUCTURE DEVELOPMENT AGREEMENT

[TO BE INSERTED]

[SEE DRAFT AGREEMENT]

SCHEDULE 1.6
FORM OF RIGHT OF FIRST REFUSAL

[TO BE INSERTED]

[SEE DRAFT AGREEMENT]

EXHIBIT B

FORM OF WARRANTY DEED

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City of Vancouver
ATTN: David Perlick, Parks and Recreation Director
PO Box 1995
Vancouver, WA 98668-1995

STATUTORY WARRANTY DEED

Grantor: VIC BUILDING OWNER LLC, a Delaware limited liability company
Grantee: CITY OF VANCOUVER, a Washington municipal agency corporation

Abbreviated Legal:

Assessor's Tax Parcel:

Other Reference No.:

VIC BUILDING OWNER LLC, a Delaware limited liability company, for good and valuable consideration received, convey and warrant to Grantee, the CITY OF VANCOUVER, a Washington municipal agency corporation, the following described real estate, situated in the County of Clark, State of Washington, including any interest therein which Grantor may hereafter acquire:

See Exhibit "A" attached hereto and incorporated herein by reference.

Subject to those easements, covenants, conditions, and encumbrances of record, if any, shown on Exhibit "B" attached hereto and incorporated herein by reference.

DATED this ____ day of _____, 2025.

GRANTOR:

VIC BUILDING OWNER LLC

By: _____
Joshua Rabina, Member

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On this the ____ day of _____, 2025, before me a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments personally appeared Joshua Rabina, known to me to be an authorized Member of The VIC Building Owner LLC, a Delaware limited liability company, as described in the foregoing instrument, and acknowledged that as such Member, being authorized so to do, he executed the foregoing instrument on behalf of said entity by subscribing his name, as his free and voluntary act, for the uses and purposes therein set forth.

Signature

Print Name
NOTARY PUBLIC in and for the State of
New York, residing at _____.
My commission expires _____.

FORM OF STATUTORY WARRANTY DEED – EXHIBIT A

LEGAL DESCRIPTION

[TO BE INSERTED]

FORM OF STATUTORY WARRANTY DEED – EXHIBIT B

TITLE EXCEPTIONS

[TO BE INSERTED]

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Stephen W. Horenstein, Attorney
Schwabe, Williamson & Wyatt P.C.
700 Washington Street, Suite 701
Vancouver, WA 98660

AMENDED AND RESTATED RESTRICTIVE COVENANT

Grantor:	THE VIC BUILDING OWNER LLC, a Delaware limited liability company
Grantee:	The public The City of Vancouver, Washington, a Washington municipal corporation
Abbreviated Legal:	A portion of #172 WM SIMMONS DLC 1.24A
Assessor's Tax Parcel No.:	A portion of 986056494
Full Legal Description:	See Exhibit A and B
Reference Numbers of Related Documents:	5979922, 6017326

**AMENDED AND RESTATED RESTRICTIVE COVENANT
RECITALS**

A. WHEREAS, S-E Inc., a Delaware corporation as grantor, and the public as well as the City of Vancouver, Washington, a Washington municipal corporation ("Grantee" or "City") entered into a RESTRICTIVE COVENANT ("Covenant") dated October 7, 2021 and

recorded under Clark County Auditors number 5979922 on October 25, 2021 for that property legally described in Exhibit A hereto;

B. WHEREAS, by statutory warranty deed dated November 30, 2021, The VIC Building Owner LLC, a Delaware limited liability company ("VIC") acquired the property described in Exhibits A and B hereto;

C. WHEREAS, on April 1, 2024 City and VIC entered into a Fourth Amended and Restated Development Agreement ("DA") providing for modification of the legal description of the Covenant for more effective tree canopy preservation and affirming that the property described in Exhibit B must continue to be subject to a requirement to maintain such property solely for use as open space as an integral part of the open space requirements set forth in the DA;

D. WHEREAS, in accordance with Section 6.9(a) of the DA, the legal description for the property described in Exhibit A has now been modified to that legal description set forth on Exhibit B;

E. WHEREAS, the parties hereto desire to amend the Covenant in the following respects:

1. To modify the legal description of the property described in Exhibit A comport with Exhibit B hereto.

2. To acknowledge that the property described in Exhibit B is an integral part and must remain designated as open space to protect the integrity of the master plan approval and DA for VIC.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Recitals set forth above or incorporated into this Amended and Restated Restrictive Covenant by reference.

2. FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, VIC ("Grantor") hereby modifies the legal description set forth in Exhibit A hereto and correspondingly imposes the following restrictive covenant on that certain real property situated in the City of Vancouver, County of Clark, State of Washington more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

3. The property described in Exhibit B is hereby subject to a restrictive covenant prohibiting development of the property described in Exhibit B for any purpose other than park/open space. This Covenant shall be interpreted to be consistent with, integral to and meeting the requirements of the Fourth Amended and Restated Development Agreement dated April 1, 2024 by and between the City of Vancouver, a Washington municipal corporation, and The VIC Building Owner LLC, a Delaware limited liability company ("DA") and shall not

prohibit installation of park amenities in accordance with Section 6.8(d)(iv) of the DA. Such Covenant shall run with the land and shall only be terminated by the mutual agreement of VIC and the City Council of the City of Vancouver, with the express consent of the City Council of the City of Vancouver.

City approves and agrees to all of the terms and conditions of this Amended and Restated Restrictive Covenant.

Dated: _____.

THE VIC BUILDING OWNER LLC, a
Delaware LLC

By: _____

Print Name: _____

Title: _____

State of _____)
County of _____) ss.

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that s/he signed this
instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged
it as _____ of The VIC Building Owner LLC, a Delaware limited
liability company, to be the free and voluntary act of such party for the uses and purposes
mentioned in the instrument.

Dated: _____, 2025.



Notary Seal

Notary Public for _____

Name of Notary _____

My appointment expires: _____

CITY ACKNOWLEDGEMENT AND ACCEPTANCE

CITY OF VANCOUVER, WASHINGTON, a Washington municipal corporation

By: _____

By: Lon Pluckhahn, City Manager (or Designee)

ATTEST

By: _____

By: Natasha Ramras, City Clerk (or Designee)

APPROVED AS TO FORM – CITY ATTORNEY’S OFFICE:

By: _____

By: Nena Cook, City Attorney (or Designee)

EXHIBIT A

Original Forested Tract Covenant Legal Description



17356LD14
9/3/2021
GAH

VANCOUVER OFFICE

1325 SE Tech Center Drive, Suite 140 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

EXHIBIT A **VANCOUVER INNOVATION CENTER** **FOREST PARCEL DESCRIPTION**

A TRACT OF PROPERTY SITUATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°12'07" WEST ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 1298.25 FEET TO A POINT ON THE NORTH LINE OF THAT TRACT OF LAND AS SURVEYED BY MACKAY AND SPOSITO JANUARY 9, 1979 AND RECORDED IN BOOK 9 OF SURVEYS, PAGE 116 OF CLARK COUNTY RECORDS; THENCE ALONG SAID NORTH LINE NORTH 89°09'22" WEST A DISTANCE OF 146.43 FEET TO THE WESTERLY RIGHT-OF-WAY OF SE 192ND AVENUE, AS DEDICATED TO THE CITY OF VANCOUVER BY STATUTORY WARRANTY DEED RECORDED JULY 2, 2001 AS AUDITOR'S FILE NO. 3340502 AND THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG THE NORTH LINE OF SAID TRACT NORTH 89°09'22" WEST 1325.35 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 00°50'38" WEST 86.31 FEET TO A POINT ON THE ARC OF A 25.00 FOOT RADIUS CURVE, THENCE FROM A TANGENT BEARING SOUTH 89°09'22" EAST, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 45°14'10", AN ARC DISTANCE OF 19.74 FEET TO A POINT OF REVERSE CURVATURE WITH A 46.00 FOOT RADIUS CURVE; THENCE CONTINUING ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 168°09'13", AN ARC DISTANCE OF 135.00 FEET; THENCE SOUTH 89°09'25" EAST 45.09 FEET TO A POINT OF CURVATURE WITH A 200.00 FOOT RADIUS CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 314.16 FEET; THENCE SOUTH 0°50'35" WEST 203.94 FEET; THENCE SOUTH 37°25'49" WEST 47.17 FEET TO A POINT ON THE ARC OF AN 815.00 FOOT RADIUS CURVE, THENCE FROM A TANGENT BEARING SOUTH 59°36'54" EAST, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07°02'52", AN ARC DISTANCE OF 100.25 FEET; THENCE NORTH 37°25'49" EAST 223.15 FEET; THENCE SOUTH 52°23'47" EAST 461.97 FEET; THENCE SOUTH 37°27'30" WEST 179.71 FEET; THENCE SOUTH 67°32'30" EAST 93.63 FEET; THENCE NORTH 22°27'30" EAST 5.00 FEET; THENCE NORTH 70°02'48" EAST 14.92 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID SE 192ND AVENUE AND A POINT ON THE ARC OF A 1235.00 FOOT RADIUS CURVE, THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING COURSES:

THENCE FROM A TANGENT BEARING NORTH 24°46'53" EAST, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°38'24", AN ARC DISTANCE OF 78.46 FEET; THENCE NORTH 29°55'05" EAST 536.02 FEET; THENCE NORTH 29°34'02" EAST 150.03 FEET; THENCE NORTH 41°45'35" EAST 56.33 FEET TO A POINT OF CURVATURE WITH A 1085.00 FOOT RADIUS CURVE; THENCE FROM A TANGENT BEARING NORTH 28°14'11" EAST, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°45'08", AN ARC DISTANCE OF 52.12 FEET; THENCE NORTH 12°49'19" WEST 39.78 FEET; THENCE NORTH 11°55'07" EAST 102.02 FEET TO THE POINT OF BEGINNING.

EXCEPTING THERE FROM ANY PORTION LYING WITHIN SE 192ND AVENUE.

CONTAINING 13.704 ACRES, MORE OR LESS

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



9/3/2021

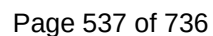


EXHIBIT B

Amended and Restated Forested Tract Covenant Legal Description



17356LD_FOREST PARCEL
1/23/2023
GAH

VANCOUVER OFFICE

18405 SE Mill Plain Blvd #100 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

EXHIBIT A **VANCOUVER INNOVATION CENTER** **FOREST PARCEL DESCRIPTION**

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°12'07" WEST ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 1,298.25 FEET TO A POINT ON THE NORTH LINE OF THAT TRACT OF LAND AS SURVEYED BY MACKAY AND SPOSITO JANUARY 9, 1979 AND RECORDED IN BOOK 9 OF SURVEYS, PAGE 116 OF CLARK COUNTY RECORDS; THENCE NORTH 89°09'22" WEST ALONG SAID NORTH LINE, A DISTANCE OF 146.43 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE, AS DEDICATED TO THE CITY OF VANCOUVER BY STATUTORY WARRANTY DEED RECORDED JULY 2, 2001 AS AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID TRACT NORTH 89°09'22" WEST 1,309.26 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 28°27'56" EAST 116.02 FEET; THENCE SOUTH 08°31'19" EAST 130.88 FEET; THENCE SOUTH 54°26'09" EAST 32.52 FEET; THENCE SOUTH 81°09'42" EAST 34.55 FEET;

THENCE SOUTH 86°53'01" EAST 38.46 FEET; THENCE NORTH 88°58'07" EAST 63.55 FEET; THENCE NORTH 44°50'55" EAST 54.57 FEET; THENCE NORTH 70°20'16" EAST 19.00 FEET;

THENCE NORTH 88°58'30" EAST 45.84 FEET; THENCE SOUTH 68°10'17" EAST 47.96 FEET; THENCE SOUTH 86°13'08" EAST 59.13 FEET; THENCE SOUTH 42°13'51" EAST 42.32 FEET; THENCE SOUTH 47°27'34" EAST 46.27 FEET;

THENCE SOUTH 10°03'09" WEST 86.58 FEET; THENCE SOUTH 30°16'57" EAST 65.57 FEET; THENCE SOUTH 03°45'52" WEST 141.65 FEET; THENCE SOUTH 22°10'44" EAST 93.49 FEET; THENCE SOUTH 64°39'09" EAST 66.26 FEET;

THENCE SOUTH 52°42'23" EAST 55.11 FEET; THENCE SOUTH 19°16'23" EAST 29.23 FEET; THENCE SOUTH 04°58'07" EAST 26.82 FEET; THENCE SOUTH 59°04'57" EAST 53.41 FEET; THENCE SOUTH 48°14'21" EAST 31.31 FEET;

THENCE SOUTH 59°35'41" EAST 57.85 FEET; THENCE SOUTH 55°08'35" EAST 28.97 FEET; THENCE SOUTH 65°30'39" EAST 61.99 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,235.00 FOOT RADIUS AND A TANGENT BEARING OF NORTH 25°20'21" EAST INTO SAID CURVE; SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE, AS DEDICATED TO THE CITY OF VANCOUVER BY STATUTORY WARRANTY DEED RECORDED JULY 2, 2001 AS AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS;

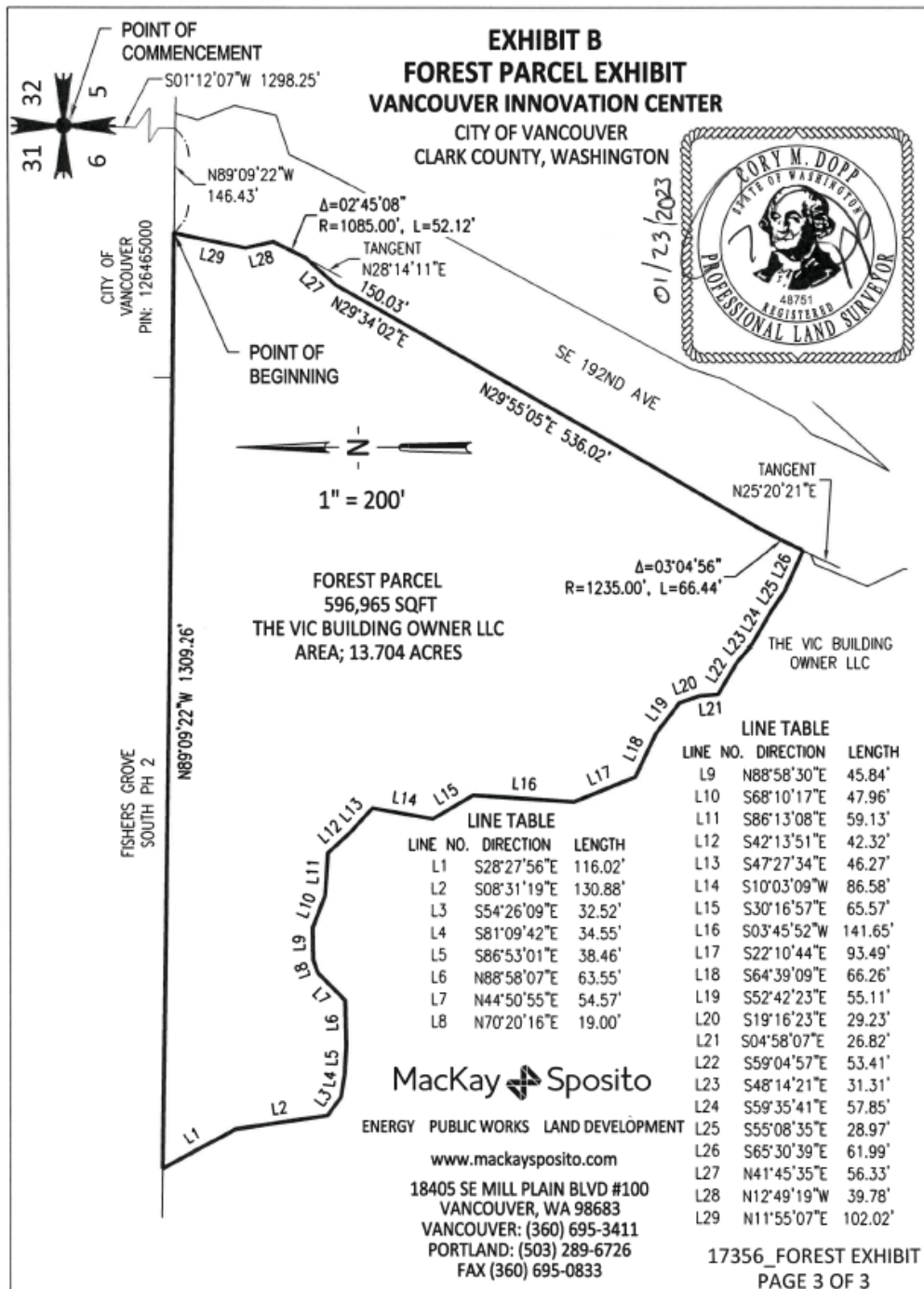
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE THE FOLLOWING 7 COURSES:

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°04'56", AN ARC DISTANCE OF 66.44 FEET; THENCE NORTH 29°55'05" EAST 536.02 FEET; THENCE NORTH 29°34'02" EAST 150.03 FEET; THENCE NORTH 41°45'35" EAST 56.33 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,085.00 RADIUS AND A TANGENT BEARING OF NORTH 28°14'11" EAST INTO SAID CURVE; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°45'08" AN ARC DISTANCE OF 52.12 FEET; THENCE NORTH 12°49'19" WEST 39.78 FEET; THENCE NORTH 11°55'07" EAST 102.02 FEET TO THE **POINT OF BEGINNING.**

EXCEPTING THERE FROM ANY PORTION LYING WITHIN SE 192ND AVENUE.

CONTAINING 13.704 ACRES, MORE OR LESS.





Staff Report: 149-25

To: Mayor and City Council
From: City Manager
Date: July 14, 2025

Subject

Professional Service Agreement - Infor Public Sector, Inc. for Cloud Hosting Services

Key Points

- The City has been using the on-premise version of Infor's Infor Public Sector (IPS) system for approximately 20 years to support business functions that include: Utility billing, building and land-use permitting, and Public Works enterprise asset management.
- In 2024, the consulting firm BerryDunn assessed the IPS system to determine whether it was still meeting the City's needs. BerryDunn recommended that the City migrate to Infor's cloud-hosted version of IPS to take advantage of new capabilities, facilitate future upgrades, and eliminate the Oracle databases and related complex infrastructure required by the on-premise version.
- Funding to migrate the City's on-premise IPS system to Infor's cloud-hosted version is approved in the 2025-26 biennial budget.

Strategic Plan Alignment

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

Present Situation

The Infor IPS system is currently housed within the City's on-premise data center. It represents the City's largest on-premise application and requires complex infrastructure to operate.

In 2024, the City engaged consulting firm BerryDunn to evaluate the City's use of the Infor IPS system. BerryDunn recommended migrating from the on-premise version to the cloud-hosted version of IPS to leverage newer features associated with the cloud-based system, maintain up-to-date software through automatic updates, and reduce system complexity and associated support requirements the on-premise IPS infrastructure requires.

A decision package to migrate Infor IPS to the Cloud was approved in the 2025-26 biennial budget.

The City must enter two agreements to migrate from the on-premise IPS system to Infor's cloud-hosted version. The first agreement is the Software-as-a-Service (SaaS) Agreement for the cloud-hosted version and the second agreement is for Infor's professional services to migrate the IPS system to the cloud-hosted version.

The migration is scheduled to occur over a 24-month period beginning in August 2025.

Advantage(s)

- Improves performance, system reliability, and resiliency due to robust multi-tenant data centers.
- Eliminates the need for complex on-premise infrastructure for this important application, reducing risk and cost.
- Bug fixes and feature improvements are applied to the cloud version of IPS automatically. Infor is prioritizing new features on its cloud platform over its legacy on-premise products.

Challenge(s)

None

Budget Impact

Migrating Infor IPS to the cloud has a one-time cost of \$1,591,620 for professional services that include configuration and implementation services, and an ongoing annual service hosting fee of \$718,202.47. The 5-year contract total for hosting services is \$3,591,012.35 plus tax. Funding for implementation and hosting services for 2025-2026 are approved in the City's 2025-2026 budget.

Prior Council Review

The decision package to migrate Infor IPS to the cloud was funded in the 2025-2026 Biennial Budget.

Action Requested

On Monday, July 14, 2025, authorize the City Manager, or designee, to enter into professional services agreements with Infor Public Sector, Inc. for cloud hosting services in the amount of \$3,591,012.35, plus tax, and implementation services in the amount of \$1,591,620, plus tax.

Staff Contact

Steve Salgado, IT Applications Manager, Patrick Gilbride, IT Director,
Steve.Salgado@cityofvancouver.us, patrick.gilbride@cityofvancouver.us

Attachments:

1. Agreement
2. Exhibit A
3. Work Order



Cloud Services Agreement

Agreement ID: ICMSAAS_56203

This Cloud Services Agreement (the "Agreement") is between **Infor Public Sector, Inc.** ("Infor") and **City of Vancouver, WA** ("Customer") and entered as of the last signature date below. The parties agree as follows:

1. **Definitions.**

"Affiliate" means, with respect to either party, any entity that directly or through one or more intermediaries Controls, is Controlled by, or is under common Control with a party, where "Control" means the ownership of greater than 50% of such entity's voting interests.

"Applicable Law" means any applicable law, or declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any governmental authority, having the full force and effect of law.

"Authorized Users" means employees and contractors of Customer and its Affiliates.

"Cloud Services" means online access to Infor's Software-as-a-Service identified in the applicable Order Form, including related features and functionality, as well as related Support.

"Confidential Information" means non-public information identified as, or would be reasonably understood to be, confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation and the Cloud Services. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of Recipient; (ii) Discloser regularly discloses to third parties without restriction on disclosure; (iii) Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to Recipient; (iv) is independently developed by Recipient without use of Confidential Information; or (v) is a comment or suggestion about the other party's products or services.

"Customer Data" means information provided, entered or uploaded by Authorized Users into the Cloud Services. Customer Data is Confidential Information of Customer.

"Discloser" means the party providing Confidential Information to the Recipient.

"Documentation" means the current documentation made generally available through the Infor support portal (or alternative online equivalent method) describing the features, functions, and operation of the Cloud Services.

"Information Security Plan" means the security plan referenced in the applicable Order Form setting forth the security measures with respect to the Cloud Services and Professional Services.

"Initial Subscription Term" means the initial subscription period set forth on the applicable Order Form.

"Intellectual Property Rights" means any and all rights in patents, copyrights, trademarks, trade secrets and service marks.

"Order Form" means any order form signed by the parties that references this Agreement pursuant to which Customer purchases Cloud Services.

"Personal Data" means personal information that identifies and/or can be used to identify an individual, or as further defined by applicable data protection laws. Personal Data is a subset of Confidential Information.

"Professional Services" is defined in Exhibit A to this Agreement. If Infor provides professional services under an existing Infor professional services agreement (as specified in the work order for such professional services) such professional services are not subject to this Agreement and all references herein to Professional Services are inapplicable.

"Professional Services Fees" means fees for Professional Services as set forth in the applicable Work Order.

"Recipient" means the party receiving Confidential Information of Discloser.

"Renewal Term" means any renewal term following expiration of the Initial Subscription Term.

“Subscription Fees” means the fees for the Cloud Services set forth on the applicable Order Form.

“Subscription Term” means the Initial Subscription Term or any Renewal Term, as applicable.

“Support” means, as more fully set out in the Order Form, (a) providing Customer with access (via the internet, telephone or other means established by Infor) to Infor’s support helpline, (b) installing, when and if generally available, Updates; and (c) using reasonable efforts to correct or circumvent any deviation between the functionality of the Cloud Services and the Documentation. Support does not include Professional Services, including, without limitation, any of configuration, installation or implementation.

“Third-Party Offerings” means products and services that are provided by third parties, interoperate with the Cloud Services, and are licensed by Customer under such third parties’ own applicable license terms.

“Updates” means generally available updates, enhancements or modifications to the then current, general release version of the Cloud Services.

“User Restriction” means any limitation on the Cloud Services identified in an Order Form (e.g., number of Authorized Users or locations). User Restrictions are cumulative for all Authorized Users.

“UserID” means a unique user identification credential used in combination with a unique password to access the Cloud Services.

2. Rights and Restrictions.

- a. **Rights Grant by Infor.** Subject to this Agreement and the applicable Order Form, including applicable User Restrictions therein, Infor hereby grants Customer the right, for it and its Authorized Users, to access, in Infor’s operating environment, the Cloud Services, during the Subscription Term, solely for the internal operations of Customer and its Affiliates. Customer shall ensure Authorized Users comply with this Agreement and shall be liable for any noncompliance by Authorized Users.
- b. **Affiliate Order Forms and Work Orders.** Affiliates of Customer may execute Order Forms and Work Orders under this Agreement, each of which shall constitute a separate, distinct and independent contract between Infor and the Customer Affiliate thereto. All references to the rights and obligations of Customer in this Agreement will apply to the Customer Affiliate that entered into such Order Form or Work Order. For clarity, such Affiliate Order Form shall be for a separate environment than existing Customer Order Forms. Infor shall only be entitled to enforce the rights and remedies under this Agreement against Affiliate in the event of a breach of such Order Form or Work Order by that Affiliate. For clarity, if the Affiliate is no longer an Affiliate of Customer, Order Forms and Work Orders signed by such Affiliate continue in effect under the terms of this Agreement.
- c. **Documentation.** Infor hereby grants Customer a non-exclusive, non-transferable license (without the right to sublease or sublicense) to make a reasonable number of copies of the Documentation for the internal operations of Customer and its Affiliates in accordance with this Agreement. Authorized Users must reproduce the unaltered Intellectual Property Rights notice(s) in any such copies.
- d. **Additional Restrictions.** Authorized Users are prohibited from (i) attempting, causing or permitting the reverse engineering, disassembly or de-compilation of the Cloud Services; (ii) using the Cloud Services to provide service bureau services to, or to otherwise provide data processing services for the benefit of, third parties; (iii) allowing the Cloud Services or Documentation to be used by, or disclosing all or any part of the Cloud Services or Documentation to, any person except Authorized Users; (iv) removing or altering any Intellectual Property Rights notice(s) embedded in, or that Infor otherwise provides with, the Cloud Services or Documentation; (v) violating or circumventing any restrictions specified in this Agreement or technological restrictions in the Cloud Services; or (vi) providing Customer Data that violates third party rights.
- e. **Export Restrictions.** Customer acknowledges the Cloud Services are subject to U.S. export control laws and other applicable export and import laws. Authorized Users will not export, reexport, transfer, or use the Cloud Services in violation of applicable export or import laws, economic sanctions laws, or other Applicable Laws.

3. Cloud Services.

- a. **User Accounts.** Customer shall ensure unique UserIDs and passwords are assigned to each Authorized User and Customer shall be responsible for managing such UserIDs and passwords. Customer shall maintain, and shall cause its Authorized Users to maintain, the confidentiality of UserIDs and passwords. Customer is responsible for all activities undertaken with UserIDs registered on Customer’s account. Customer will immediately notify Infor of any unauthorized use of UserIDs.

- b. Connectivity. Customer is responsible for ensuring latency and available bandwidth from Authorized Users' devices to Infor's hosted routers are adequate to meet Customer's desired level of performance. Customer is responsible for securing connectivity to Infor's environment, including securing VPN connectivity for single tenant environments.
- c. Extensions and Customizations. Customizations are not permitted. "Customizations" means modifications to the generally available Cloud Services, other than Extensions. "Extensions" means configurations and extensions via the standard user interface or tools included in the generally available Cloud Services. Customer owns all right, title and interest to Customer created Extensions using Cloud Services. Further, Customer understands Infor, its service partners, and customers have created, and will continue to create, Extensions similar to Customer created Extensions, and so Customer grants Infor, its Affiliates, their customers, and Infor's service partners, a nonexclusive, transferable, irrevocable, perpetual, worldwide, royalty-free license to host, copy, use, distribute, modify and create derivative works of Extensions.
- d. Service Level Agreement. The service level agreement referenced in the applicable Order Form discusses availability, scheduled maintenance, business continuity, disaster recovery, and Support.
- e. Reservation of Rights. Subject to the limited rights expressly granted by this Agreement, Infor and its third party licensors reserve all of their right, title and interest in and to the Cloud Services.
- f. Abrogation of Support. Infor has no Support obligations to the extent caused by (i) any Third Party Offerings, unless required to be used by Infor; or (ii) issues resulting from or arising out of professional services performed other than by Infor.

4. Payment and Taxes.

- a. Fees. Payment terms are specified in the Order Form or Work Order. Customer shall be responsible for reasonable fees associated with third party collection efforts actually incurred by Infor as a result of Customer's failure to pay on time. After the Initial Subscription Term, Subscription Fees are subject to annual adjustment. Renewal Subscription Fees are due prior to the commencement of the Renewal Term. Except as otherwise set forth in this Agreement, all payments are non-refundable.
- b. Taxes. Customer is responsible for paying all taxes relating to this Agreement (except for taxes based on Infor's net income or capital stock). Applicable tax amounts (if any) are not included in the fees set forth on any Order Form or Work Order. Infor will invoice Customer for applicable tax amounts.
- c. Invoice Dispute. Infor will not exercise its suspension or termination rights with respect to non-payment by Customer if Customer reasonably disputes the applicable fees in writing and in good faith and is cooperating diligently to resolve the dispute. Invoices will be sent to the electronic address identified in the Order Form. However, if the parties are unable to resolve such a dispute by the due date, each party shall have the right to seek any remedies it may have under this Agreement. For clarity, any undisputed amounts must be paid in full.

5. Warranties.

- a. Limited Warranties. Infor warrants that, during the Subscription Term, (i) the Cloud Services will operate materially consistent with the Documentation and (ii) Updates will not result in a material loss in key functionality (Updates that require a different look and feel, or manner, to achieve similar functionality, or changes to programming language consistent with industry standards, are not a material loss in functionality). If Infor remains in breach of either such warranty after good faith efforts following Customer written notification to Infor (within 60 days of the alleged breach) providing reasonable detail for Infor to be able to recreate the nonconformance Customer may elect to terminate the access rights for the affected Cloud Services pursuant to Section 8b, in which case Infor shall promptly refund to Customer the portion of the Subscription Fee paid to Infor from the date of the breach for the affected Cloud Services giving rise to the warranty claim.
- b. Abrogation of Limited Warranty. Infor will have no obligation under this Section 5 to the extent any alleged breach of warranty is caused by: (i) any Third Party Offerings, unless required to be used by Infor; or (ii) issues resulting from or arising out of professional services performed other than by Infor.
- c. **DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 OR EXHIBIT A (IF APPLICABLE) NEITHER INFOR NOR ITS THIRD PARTY LICENSORS MAKE ANY OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO CLOUD SERVICES. INFOR AND ITS THIRD PARTY LICENSORS EXPLICITLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR AND ITS THIRD PARTY LICENSORS EXPRESSLY DO NOT WARRANT THAT ANY CLOUD SERVICES, IN WHOLE OR IN PART,**

WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET CUSTOMER'S REQUIREMENTS.

- d. **FAILURE OF ESSENTIAL PURPOSE. THE LIMITATIONS SPECIFIED IN SECTIONS 5 AND 9 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

6. Confidential Information.

- a. Recipient will take reasonable measures designed to prevent the unauthorized use or disclosure of Discloser's Confidential Information, including, at a minimum, those measures Recipient takes to protect its own Confidential Information of a similar nature. Infor will use and disclose Customer's Confidential Information only to its employees, Affiliates, and contractors ("Infor Representatives") and to the extent necessary to further and fulfill the purposes of this Agreement. Customer will use and disclose Infor's Confidential Information only to its Authorized Users and to the extent necessary to further and fulfill the purposes of this Agreement. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of 10 years after termination of any applicable Order Form or Work Order.
- b. Recipient shall be responsible for any breach of the confidentiality terms contained in this Section by any of its, in the case of Infor, Infor Representatives and, in the case of Customer, Authorized Users, and shall ensure such Infor Representatives, or Authorized Users, are bound by confidentiality obligations no less restrictive than those herein.
- c. If Recipient should receive any legal request or process in any form seeking disclosure of Discloser's Confidential Information, or if Recipient should be advised by counsel of any obligation to disclose such Confidential Information, Recipient shall provide Discloser with prompt notice of such request or advice (if allowed by law) so Discloser may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. Regardless of whether or not a protective order or other assurance is obtained, Recipient shall provide only that portion of Discloser's Confidential Information which is legally required to be provided and use reasonable efforts to assure the information is maintained in confidence by the party to whom it is furnished.
- d. The Data Protection Agreement for Customers V 05.24 and located at www.infor.com/data-protection-agreements is hereby incorporated by reference with the same force and effect as though fully set forth herein. The parties agree that signatures to the Agreement are deemed signatures to the Data Protection Agreement and the Standard Contractual Clauses (if applicable).

7. Indemnity by Infor.

- a. Infor will defend, indemnify and hold harmless Customer and its Affiliates (the "Indemnitees") from and against any loss, cost and expense to the extent arising from a third party claim against the Indemnitees ("Claim") (1) that the Cloud Services or Work Product infringe any Intellectual Property Rights of others, when used by Authorized Users in accordance with this Agreement and, as applicable, the Order Form or Work Order; or (2) resulting from disclosure of Personal Data in breach of this Agreement or, as applicable, the Order Form or Work Order, to the extent caused by Infor's breach of the Information Security Plan or Data Protection Agreement.
- b. Infor's obligations under this Section are expressly conditioned on the following: (1) Customer must promptly notify Infor of any such Claim; (2) Customer must, in writing, grant Infor sole control of the defense of any such Claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by Customer or an admission of guilt by Customer; and (3) Customer must reasonably cooperate with Infor to facilitate the settlement or defense of the Claim. If Customer chooses to represent its own interests in any such Claim, Customer may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the Claim and negotiate its settlement or compromise.
- c. Notwithstanding the foregoing, Infor will not be obligated under this Section to the extent the Claim arises from (1) Customizations; (2) any Third Party Offerings (for clarity with respect to Work Product, any third party product interacting with Work Product) unless required to be used by Infor; or (3) Work Product containing Customer provided information or customized per Customer direction.
- d. If the Cloud Services or Work Product are, or in Infor's opinion are likely to become, the subject of an Intellectual Property Rights infringement claim, then Infor, at its sole option and expense, will either: (1) obtain for Customer the right to continue using the Cloud Services or Work Product per the terms of this Agreement and, as applicable, Order Form or Work Order; (2) replace the Cloud Services or Work Product with products

or services that are substantially equivalent in function, or modify the Cloud Services or Work Product so they become non-infringing and substantially equivalent in function; or, if (1) or (2) are not available on commercially reasonable terms, (3) terminate the applicable Order Form (with respect to Cloud Services) or Work Order (with respect to Work Product) and refund to Customer (a) with respect to Cloud Services, the un-used portion of the paid Subscription Fee, if any, for the Cloud Services giving rise to the Claim or (b) with respect to Work Product, an equitable portion of the paid Professional Services Fees with respect to such infringing Work Product. **THIS SECTION SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

8. Term and Termination.

- a. Term. The Initial Subscription Term will be specified in the applicable Order Form. After the Initial Subscription Term, the Subscription Term shall renew for successive one-year Renewal Terms, unless either party provides written notice of non-renewal to the other party at least 90 days prior to expiration of the Initial Subscription Term or then current Renewal Term, as the case may be (Infor will notify Customer at least 30 days prior to the notice period of the Renewal Term and the next Subscription Fee). Except as otherwise expressly set forth in this Agreement, the Subscription Term cannot be terminated prior to its expiration date. Following 30 business days' prior written notice, Infor reserves the right to suspend access to the Cloud Services in the event of any past due Subscription Fees.
- b. Right of Termination. If either party breaches any material obligation in this Agreement (excluding Exhibit A) and/or an Order Form and fails to remedy such breach within 30 days of receipt of written notice of such breach, the other party may terminate the applicable Order Form by providing written notice to the breaching party. If all Order Forms and Work Orders under this Agreement are expired or terminated, this Agreement may also be terminated by a party providing the other written notice of termination.
- c. Effect of Termination. Upon the effectiveness of expiration or termination of an Order Form, Customer's rights to the Cloud Services shall immediately terminate. Expiration or termination of an Order Form will not release either party from making payments which may be owing to the other party through the effective date of such expiration or termination. Termination of an Order Form will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement, unless otherwise expressly stated herein. If an Order Form is terminated due to a breach by Infor pursuant to Section 8(b), Customer shall be entitled to a refund, on a pro rata basis, of any prepaid Subscription Fees under such Order Form applicable to the unused portion of the then current Subscription Term following the effective date of termination.
- d. Transition Assistance. Customer may request services to facilitate the orderly wind down of the Cloud Services to assist Customer or Customer's designee to transition and migrate to an alternative to the Cloud Services pursuant to terms of a mutually agreed to Work Order (the "Transition-out Services"). During the term of Transition-out Services beyond the expiration of any then scheduled Subscription Term, the Subscription Term will renew for up to 12 months pursuant to the terms of this Agreement and applicable Order Form, including pricing.
- e. Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, limitations of liability, and such other terms which by their nature survive termination, will survive termination or expiration of an Order Form or Work Order.

9. LIMITATIONS OF LIABILITY.

- a. **LIMITED LIABILITY. EXCEPT WITH RESPECT TO THE "EXCLUDED LIABILITIES" (DEFINED BELOW) AND CUSTOMER'S OBLIGATION TO PAY AMOUNTS DUE HEREUNDER THE TOTAL LIABILITY OF EITHER PARTY AND ITS AFFILIATES, AND INFOR'S THIRD PARTY LICENSORS, WHATEVER THE BASIS OF LIABILITY, IN CONNECTION WITH OR RELATED TO (1) CLOUD SERVICES WILL NOT EXCEED 2 TIMES THE SUBSCRIPTION FEES PAID TO INFOR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR THE CLOUD SERVICES GIVING RISE TO THE LIABILITY AND/OR (2) PROFESSIONAL SERVICES WILL NOT EXCEED 2 TIMES THE PROFESSIONAL SERVICES FEES PAID TO INFOR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR THE PROFESSIONAL SERVICES GIVING RISE TO LIABILITY.**
- b. **EXCLUSION OF DAMAGES. EXCEPT WITH RESPECT TO THE EXCLUDED LIABILITIES, IN NO EVENT WILL EITHER PARTY, OR ITS AFFILIATES OR INFOR'S THIRD PARTY LICENSORS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN**

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY SEEK OR BE LIABLE FOR PUNITIVE DAMAGES.

- c. **EXCLUDED LIABILITIES.** THE TERM “EXCLUDED LIABILITIES” MEANS: (I) INFOR’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, EXCEPT AS RELATED TO CLAUSE (II) FOLLOWING; (II) DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY’S ACTIONS, WHICH LIABILITY SHALL BE SUBJECT TO SECTION (d) BELOW; (III) CUSTOMER’S INFRINGEMENT OR MISAPPROPRIATION OF INFOR’S INTELLECTUAL PROPERTY RIGHTS; AND (IV) A PARTY’S WILLFUL MISCONDUCT.
 - d. **UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION.** WITH RESPECT TO DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY’S ACTIONS, THE TOTAL LIABILITY OF THE BREACHING PARTY, ITS AFFILIATES, AND INFOR’S THIRD PARTY LICENSORS INCLUDING, WITH RESPECT TO INFOR, PAYMENTS PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS, SHALL NOT EXCEED 5 TIMES THE FEES PAID TO INFOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE UNDER THE APPLICABLE ORDER FORM OR WORK ORDER. TO THE EXTENT SUCH BREACH RESULTS IN THE UNAUTHORIZED DISCLOSURE OF PERSONAL DATA, DAMAGES SHALL INCLUDE (1) THE COSTS OF PROVIDING NOTICE TO AFFECTED PERSONS, (2) THE COST OF ESTABLISHING AND OPERATING A CALL CENTER TO FIELD INQUIRIES RELATED TO SUCH UNAUTHORIZED DISCLOSURE FOR UP TO 12 MONTHS; AND (3) THE COST OF PROVIDING CREDIT MONITORING SERVICES TO AFFECTED PERSONS, IN EACH CASE TO THE EXTENT REQUIRED BY APPLICABLE LAW AND ACTUALLY INCURRED.
10. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when sent by overnight courier. Notices to Customer must be sent to its address shown on the signature page of this Agreement, or to such other place as it may subsequently designate in writing. Notices to Infor must be sent to Infor, Attention: General Counsel, 133 Peachtree Street NE, 24th Floor, Atlanta, GA 30303 and legalnotices@infor.com, or to such other place as it may subsequently designate in writing.
11. **Force Majeure.**
- a. Neither party will be liable to the other for any failure or delay in performance under this Agreement (including any Order Form or Work Order) due to circumstances beyond its reasonable control, including, without limitation, Acts of God, war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, pandemic, international sanctions, or the threat of any of the foregoing (a “Force Majeure Event”).
 - b. A party seeking to excuse its non-performance as a result of a Force Majeure Event shall have the burden of proof to demonstrate the Force Majeure Event prevents its performance and must, upon becoming aware of a Force Majeure Event preventing its performance, provide written notice to the other party specifying the details in such regard (a “Force Majeure Notice”). If, within 15 days following a party’s provision of a Force Majeure Notice, such party is unable to provide written assurances of its ability to perform in accordance with the Agreement, the other party shall be entitled to terminate the Agreement or suspend its performance thereunder upon providing written notice.
12. **Assignment.** Neither party may assign or transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other. Notwithstanding the foregoing, a party may, upon written notice to the other, and without the other’s prior consent, assign or transfer this Agreement (including all Order Forms and Work Orders) to (i) an Affiliate, or (ii) its successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assigning party is not in breach of this Agreement and such successor has agreed, in writing to the non-assigning party, to assume all obligations of the assigning party hereunder. Any such assignment by Customer must be in its entirety; Infor may assign partially to effectuate a change of control with respect to a product or business line. Any attempted assignment or transfer in violation of the foregoing will be void.
13. **No Waiver.** A party’s failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.
14. **Choice of Law; Severability; Jury Trial.** This Agreement, and all related disputes and claims hereto, shall be governed by the laws of the State of Delaware, without reference to its conflict of laws provisions thereof. Each party agrees that resolution of any dispute arising out of or relating to this Agreement shall be exclusively resolved

in the United States District Court sitting at the capital of the state in which Customer maintains its principal place of business, except where that court lacks subject matter jurisdiction. The parties consent to personal jurisdiction before said court for purposes of this Agreement. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken and the remaining provisions of this Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods shall not apply to the interpretation or enforcement of this Agreement. Other than with respect to a breach of Section 6 (Confidential Information) or any actual or threatened misappropriation or infringement of Intellectual Property Rights, a party is not entitled to seek injunctive relief. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF THE ACTION.

15. **Usage check.** Infor will check usage of Customer's compliance with this Agreement and Order Forms. If Customer has exceeded the permitted scope of use, then Customer will promptly pay Infor any underpaid Subscription Fees associated with such overuse based on any valid price option then in effect in the Order Form for additional usage or, if none, Infor's then current rates for such usage.
16. **Independent Contractors.** Infor and Customer are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them.
17. **Insurance.** During the Subscription Term Infor will maintain insurance coverage as described at <https://dam.infor.com/api/public/content/a140f29cc818435786443a746bb5410d?v=cb16ce4b>.
18. **Compliance with Laws.** In relation to the Cloud Services and Professional Services, each party will comply with Applicable Law. Cloud Services or Professional Services do not include or consist of legal advice or consulting with respect to matters of legal or regulatory compliance. Infor shall have no obligation or liability whatsoever for any loss, damage, cost or expense incurred by Customer as a result of Customer's failure to comply with the laws and regulations applicable to its business.
19. **Miscellaneous.** This Agreement together with any Order Form and Work Order, contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications, representations and understandings between the parties about its subject matter. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party. Each party acknowledges that, in entering into this Agreement, it does not rely upon, and shall have no remedy in respect of, any statement or representation of any person other than as expressly set out in this Agreement. Any purchase order or similar document that may be issued by Customer in connection with this Agreement does not modify, supplement or add terms to this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. An Order Form or Work Order may be signed by an Infor Affiliate, in which case references to "Infor" in such Order Form or Work Order refer to such Affiliate. This Agreement, any Order Form, or Work Order, and any signed agreement entered into in connection herewith or contemplated hereby may be executed in counterparts. The parties agree that electronically exchanged or stored copies will be enforceable as original documents and consent to the use of electronic and/or digital signatures for the execution of this Agreement and further agree the use of electronic and/or digital signatures will be binding, enforceable and admissible into evidence in any dispute regarding this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

For: Infor Public Sector, Inc.

For: City of Vancouver, WA

(Infor)

(Customer or Licensee)

Signature

Signature

Type or Printed Name

Type or Printed Name

Title

Signature Date

Title

Signature Date

Customer Address for Notices

415 W 6th St, Suite 310

Address 1

Address 2

Address 3

Address 4

Vancouver, WA, 98660

City/State/Postal Code

**Exhibit A
(Professional Services)**

Infor's provision of Professional Services is subject to this Agreement, including the additional terms below.

1. Definitions.

"Professional Services" means the professional services Infor may provide Customer under this Agreement, including any Work Order. Professional Services expressly excludes Cloud Services.

"Work Order" means each work order signed by the parties referencing this Agreement, describing the Professional Services to be performed, and the rate(s) therefore.

- 2. Work Orders.** Infor may provide Customer with Professional Services as set forth in a Work Order. Infor is under no obligation to perform any Professional Services other than pursuant to a Work Order. However, if Infor performs Professional Services at the direction of Customer and the parties have not signed a Work Order for such Professional Services, such Professional Services shall be subject to all terms and conditions herein and Infor's then current rates for such Professional Services shall apply. Infor may provide Professional Services through its third-party contractors, and is responsible for all their actions.
- 3. Scheduling and Cancellation of Scheduled Professional Services.** While Infor will try to schedule Professional Services on the date(s) requested by Customer, Customer should make staffing requests at least 4 weeks in advance to increase the likelihood the requested date(s) can be reserved. After Professional Services have been scheduled, Customer will be obligated to pay for such Professional Services as if Infor had performed such Professional Services on the scheduled date(s) and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Customer has notified Infor at least 14 days prior to the scheduled date(s) that it wishes to reschedule or cancel such Professional Services.
- 4. Conditions on Providing Professional Services.** Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must provide Infor with such cooperation, information, facilities, equipment and support as are reasonably necessary for Infor to provide the Professional Services. Unless otherwise stated in a Work Order, Infor owns and shall own all proprietary rights to any work product provided as part of the Professional Services under this Agreement, including any Work Order (the "Work Product"); however, to the extent such Work Product contains Customer Data or Customer Confidential Information, Customer shall continue to own all proprietary rights in such Customer Data or Customer Confidential Information. Infor grants Customer a non-exclusive, non-transferable license to make a reasonable number of copies of the Work Product for the internal operations of Customer and its Affiliates.
- 5. Payment of Professional Services Fees.** Unless otherwise stated in the applicable Work Order, Infor will invoice Customer for all Professional Services Fees and applicable taxes and charges on a monthly basis, as Infor renders the Professional Services or Customer incurs the charges, as applicable. Customer will reimburse Infor for actual travel and living expenses that Infor incurs in providing Professional Services.
- 6. Limited Professional Services Warranty and Remedy for Breach.** Infor warrants it will render all Professional Services under a Work Order with reasonable care and skill. If Customer notifies Infor of a breach of the foregoing warranty, Infor will re-perform such Professional Services in compliance with the foregoing warranty. Customer must provide notice to Infor of any warranty claim within 12 months of Infor's provision of the Professional Services that are subject to the warranty claim.
- 7. Right of Termination.** If either party breaches any material obligation in a Work Order, and fails to remedy such breach within 30 days of receipt of written notice of such breach, the other party may terminate such Work Order, but may not otherwise terminate this Agreement or the Subscription Term or other Work Orders on the basis of such breach. Termination of a Work Order will not release either party from making payments which may be owing to the other party under the terms of the Work Order through the effective date of such termination. Termination of a Work Order will be without prejudice to the terminating party's other rights and remedies pursuant to the Agreement, unless otherwise expressly stated herein.



Order Form

Agreement ID: ICMOF_289365

Opportunity ID: OP-04226317

Quote ID: SQB487008_1

Infor Entity ("Infor"):

Customer ("Customer" or "Licensee"):

SaaS Agreement Name ("SaaS Agreement"):

SaaS Agreement Effective Date:

Infor Public Sector, Inc.

City of Vancouver, WA

Cloud Services Agreement

This Order Form is subject to the terms of the SaaS Agreement between the parties. All terms of the SaaS Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Order Form control over the terms of the SaaS Agreement. Capitalized terms not defined in this Order Form are defined in the SaaS Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the SaaS Agreement, the parties shall apply terms logically.

The terms of your SaaS Agreement may differ from the terms used in this Order Form. "Subscription Services" and "Software", in the context of access rights to Infor software provided to Customer from the Infor hosted environment, refer to "Cloud Services" (as such term is used in the SaaS Agreement).

Effective date of this Order Form (the "Order Form Date") shall be the last date that this Order Form is executed either by Customer or Infor, unless otherwise stated.

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

For: Infor Public Sector, Inc.

For: City of Vancouver, WA

(Infor)

(Customer or Licensee)

Signature

Signature

Type or Printed Name

Type or Printed Name

Title

Title

Signature Date

Signature Date



Order Form

Agreement ID: ICMOF_289365
Opportunity ID: OP-04226317
Quote ID: SQB487008_1

Customer: City of Vancouver, WA
GL ID: US06A
Customer Account ID: 372822
Account Executive: Alexandra Walsh

I. Software

New or Additional Software

Line	Location	Product	Use Restriction	Support Level
1	PROD:Vancouver	HAN-S-H8AMB-MT: Infor Public Sector Suite - Asset Management Bundle - SaaS MT	338 NU	CCFS
2	PROD:Vancouver	HAN-S-H8CDREB-MT: Infor Public Sector Suite - CDR Enhanced Bundle - SaaS MT	213 NU	CCFS
3	PROD:Vancouver	HAN-S-H8AAMB-MT: Infor Public Sector Suite - Advanced Assets Bundle - SaaS MT	20 NU	CCFS
4	PROD:Vancouver	HAN-S-H8AA-MT: Infor Public Sector Suite - Asset Analysis - SaaS MT	20 NU	CCFS
5	PROD:Vancouver	HAN-S-H8AMT-MT: Infor Public Sector Suite - Asset Management Tools - SaaS MT	20 NU	CCFS
6	PROD:Vancouver	HAN-S-H8UBB-MT: Infor Public Sector Suite - Utility Billing Bundle - SaaS MT	88000 ACCT	CCFS
7	PROD:Vancouver	HAN-S-H8CDRB-MT: Infor Public Sector Suite - CDR Billing - SaaS MT	25000 ATRAN	CCFS
8	PROD:Vancouver	HAN-S-H8CM-MT: Infor Public Sector Suite Cashiering - SaaS MT	42 NU	CCFS
9	PROD:Vancouver	HAN-S-H8GIS-MT: Infor Public Sector Suite - GIS Data Integration - SaaS MT	201000 POP	CCFS
10	PROD:Vancouver	HAN-S-IREP-CORB-MT: Infor Public Sector Suite - Infor Reporting Bundle - SaaS MT	400 NU	CCFS
11	PROD:Vancouver	ION-S-ESSENTLS-CE: Infor OS Essentials - SaaS MT	1 TECH	CCFS
12	PROD:Vancouver	ION-S-DATALAKE-ETL: Infor data transfer & ETL tool from Data Lake to data warehouses	1 ET	CCFS
13	PROD:Vancouver	ION-S-STORAGE: Infor Storage	4000 1.0GB	NAX
14	PROD:Vancouver	EDU-S-NOP-CPM: Infor Campus Plus Membership - All Campus Plus Content	1 ET	CXTP

Annual Subscription Fee: \$718,202.47

Initial Subscription Term: Order Form Date through 5 year(s)

Fee for Initial Subscription Term: \$3,591,012.35

II. Fees and Payment Terms

Total Amount Due (before applicable taxes): \$3,591,012.35

Currency: US (Dollar)

Payment for the Annual Subscription Fees is due within 30 days of the date of the applicable invoice.

Customer shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. The first Annual Subscription Fee, plus applicable taxes, will be invoiced promptly upon the Order Form Date. All other Annual Subscription Fees will be

invoiced such that they are due prior to the commencement of the portion of the Subscription Term to which the Annual Subscription Fee applies.

Primary-Use Address	Invoice Address
City of Vancouver, WA 415 W 6th St, Suite 310 Vancouver WA USA 98660	City of Vancouver, WA 415 W 6th St, Suite 310 Vancouver WA USA 98660
Steve Salgado 360-487-7000 steve.salgado@cityofvancouver.us	Steve Salgado 360-487-7000 steve.salgado@cityofvancouver.us

III. Additional Terms

1. User/License Definitions if specified in the User Restriction field can be found at <https://licensedefinitions.infor.com/>
2. Support Level Definitions:

"CXT" = Infor Essential (24X5); "CXTP" = Infor Premium (24x7); "CXTE" = Infor Customer Success Plus program; "CCFS" = Infor CareFor Success program; Descriptions of these plans can be found at <http://www.infor.com/cloud/subscription/>

NAX = Not Applicable.

3. Customer elects to terminate maintenance upon Order Form Date for its Infor-owned perpetually licensed On-Premise Software with the same product functionality as the Software licensed herein. Customer will receive Transitional Support for such On-Premise Software until the earlier of: (i) the "go live" date at which time the licensed Software will be available for beneficial production use or (ii) twenty-four (24) months after the Order Form Date, included as part of the Subscription Fee. "Transitional Support" is defined as phone support, incident logging and resolution, and issue correction commensurate with the level of support available for the version of the on-premises software currently installed by Customer however, Transitional Support excludes any upgrades, tax and regulatory updates, third-party products or enhancements to the on-premises licenses. Infor will issue a credit equal to the amount of unused, prepaid maintenance fees. The credit will be calculated from the end of the month of the Order Form Date and will either be applied to Customer's outstanding or future invoices or remitted back to Customer in the form of a refund, the specific method being Infor's sole discretion.
4. For the purposes of clarification, Customer shall retain full Support for the below On-Premise Software. Customer may terminate Support for these On-Premise Software in accordance with the terms of the Customer's Support Agreement.

Location	Product
PROD: Vancouver	NZTK-H8NDEU: Hansen 8 - Nezteck Data Utility Exchange

5. Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.
6. The subscription(s) set forth herein are in addition to any subscription(s) Customer may have purchased previously.
7. Education Services – Infor Campus Plus Membership: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, INFOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO INFOR CAMPUS PLUS MEMBERSHIP OR ANY EDUCATION SERVICES AND INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH AN INFOR CAMPUS PLUS MEMBERSHIP OR ANY EDUCATION SERVICES SHALL NOT EXCEED THE ANNUAL FEE PAID BY CUSTOMER FOR SUCH INFOR CAMPUS PLUS MEMBERSHIP OR EDUCATION SERVICES (AS APPLICABLE) FOR THE ANNUAL PERIOD IN WHICH THE LIABILITY FIRST AROSE.

8. No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties. In Addition: (1) Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Customer in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement). (2) For U.S. Government entities, the following restricted rights clause applies: This Software is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Software only with those rights set forth in the license agreement accompanying this On-Premise Software. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.2702 and by a license agreement. (3) By signing this Order Form, Customer represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval, which appropriations may change at any time after this Order Form is signed without breach of this representation and warranty.
9. Customer's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Customer may choose to purchase from Infor contemporaneously with this Order Form or in the future.
10. In consideration for the pricing and terms under this order form, Infor may refer to Customer as a customer in press releases and written and verbal communications. Customer agrees to act as a reference for Infor, including participating in reference calls and other reference activities as may be reasonably requested by Infor.
11. Please visit <https://www.infor.com/customer-center/MTcloud> for benefits related to the Infor Multi-tenant Cloud Customer Bill of Rights (only applicable to Software hosted in a multi-tenant environment). These terms are subject to change from time to time at Infor's discretion, however, any changes will not materially decrease the service levels provided to Customer as of Order Form Date during the annual Subscription Term for which Customer has paid the applicable Subscription Fees.
12. The Service Level Agreement and the Information Security Plan set forth additional terms and conditions applicable to Customer's access to the Software and use of the Subscription Services. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Service Level Agreement or Information Security Plan, the provisions of the Service Level Agreement or Information Security Plan shall govern and control.
- The Service Level Agreement can be found at: <https://www.infor.com/service-level-description>. While the Service Level Agreement may be changed from time to time, changes will not (i) change the Availability levels and associated credits, or the Triggering Event, (ii) decrease RPO/RTO, or (iii) cause any material decrease in the Support provided to Customer during the Subscription Term for which Customer has paid the applicable Subscription Fees.
- The Information Security Plan can be found at: <https://www.infor.com/security-plan>. Changes to the Information Security Plan are allowed provided Infor maintains a comparable or better level of security in the aggregate for the Systems and Data (as defined in the Information Security Plan).
13. The pricing set forth in this offer is valid if accepted by Customer by 31 July 2025.
14. Renewal and Non-Appropriation. Customer agrees that it will take all necessary steps and make timely requests for the appropriation of funds to make all payments called for under the Agreement, and use its best efforts and take all steps to cause such appropriations to be made. In the event that (i) funds for the succeeding fiscal period cannot be obtained, (ii) the Customer has exhausted all legally available means for making payment called for under this Agreement, (iii) the Customer has not acquired, and has no intent to acquire during the subsequent fiscal period, software that has functions similar to those of the products and services licensed hereunder, and (iv) insufficient funds have been appropriated for the acquisition of such software, then Customer may terminate this Agreement at the end of any fiscal period by giving notice to Infor as soon as reasonably practicable. Customer represents that funding has been appropriated sufficient to pay amounts due under this Agreement for the current fiscal year. For the avoidance of doubt, terminations under this section apply to subsequent Subscription Terms and do not entitle Customer to any refund of prepaid fees in the present Subscription Term.



Infor Global Professional Services

CS Public Sector Work Order

City of Vancouver WA

This Work Order is Infor's Confidential Information (as defined in the Agreement (defined herein)).
Customer agrees to treat such Confidential Information in accordance with the Agreement.

12/2024v.8

Signature Document

The terms specified in this Work Order are subject to change if Infor has not received a signed counterpart hereof by customer on or before; July 30, 2025

Customer Name ("Customer"):	City of Vancouver, WA
Infor Name ("Infor"):	Infor Public Sector, Inc.
Work Order Effective Date ("Effective Date"):	July 30, 2025
Infor Work Order Number:	OP-10047510
Service Agreement ("Agreement"):	Cloud Services Agreement
Service Agreement Effective date:	
Project Name:	Infor Cloud Migration
Prepared By:	Noel Burleson
Customer Purchase Order #:	
Customer Invoice Email:	

Customer Contact Information	Billing Contact	Project Contact
Contact Name		City of Vancouver, WA
Street Address City/Town, State/Province/Region Zip/Postal Code Country		415 W 6th St, Suite 310 Vancouver, WA 98660 USA
Phone/Fax #		
Email (Required)		

Signature

The parties have executed this Work Order through the signatures of their respective authorized representatives as of the Effective Date.

Infor: _____
Signature: _____
Printed Name: _____
Title: _____
Signature Date: _____

Customer: **City of Vancouver, WA** _____
Signature: _____
Printed Name: _____
Title: _____
Signature Date: _____



Work Order Summary

We look forward to embarking on this professional services collaboration. The mutual obligations, responsibilities, and assumptions described herein are based upon our intent to be your preferred partner and Infor's history of project successes for thousands of customers across the world.

To facilitate an easy review, we have organized content into sections and exhibits, all of which are incorporated herein and comprise the "Work Order." This Work Order is subject to the SaaS Agreement ICMSAAS_56203 dated July 30, 2025. Capitalized terms not defined in this Work Order are defined in the Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Agreement, but only for the subject matter of this Work Order. This Work Order, together with the Agreement, contain the entire understanding of the parties with respect to its subject matter, and supersedes and replaces any prior oral and written communications between the parties with respect to such subject matter.

Work Order Content

Work Order Terms
Service Fees Summary
Scope of Services
Exhibit: Reports, Interfaces, Extensions
Exhibit: Assumed Customer Staffing



Work Order Terms

General Work Order Terms. The rates and prices stated in this Work Order are only applicable to the Infor services (the **"Services"**) expressly described in this Work Order. This Work Order and any Change Order (as defined in Project Change Control Process section), approved under this Work Order, define the obligations of Infor and Customer including their respective roles and responsibilities. Infor is under no obligation to provide any other services not identified within this Work Order or any Change Order. Project language will be in the English language only. Project documentation will be in the English language only. **"Software"** as used herein means, the Infor SaaS subscriptions and/or on-premises software (as the case may be) licensed under a Software Agreement. **"Software Agreement"** as used herein means the agreement under which the Software is provided to Customer (e.g., a Software-as-a-Service Agreement or an on-premises Software License Agreement). Nothing herein shall modify the Software Agreement.

Project Roles and General Responsibilities.

Both parties are responsible for:

1. Providing up to date information and documents related to its obligations, requirements, and tasks.
2. Timely performing its obligations and tasks in accordance with the Project schedule. **"Task"** means any Services work product or activity defined in the Scope of Services and/or the Exhibit(s) as applicable.
3. Managing respective third-party vendors.

Infor is responsible for:

1. Performing the Services in accordance with the Work Order and Agreement.
2. Developing the staffing plan, for which Infor has sole discretion to determine the appropriate staff members based on factors such as expertise, skill set, availability, and other relevant considerations. The staffing plan may include use of subcontractors, provided that Infor is responsible for subcontractor compliance with this Work Order and Agreement. Individuals providing Services may have job titles which differ from the Project role(s) which they are performing.
3. Developing plan for tenant utilization during the Project.

Customer is responsible for:

1. Assigning Project resources empowered to complete their assigned tasks and perform their duties as defined in this Work Order in accordance with the Project schedule. These resources, which may include non-Customer personnel, will be authorized to define Customer processes, policies, and requirements.
2. Purchasing its use rights to Software and active Support (if not included with the Software) for the duration of the Project and logging incidents with Infor Support.
3. Procuring, administering, and maintaining all third-party hardware, software, networks and systems not provided by Infor for the Project (**"Third-Party Items"**) (e.g., printers, scanners, handheld devices, servers, etc.) that meet the published compatibility requirements for Infor Software. Customer further warrants that it has sufficient legal rights to use Third-Party Items used by the Project Team, and to permit Infor to use those third-party products to the extent necessary to provide Services.
4. Reviewing and aligning Customer security roles and classifications with Infor provided security roles and classifications. Customer is responsible for reviewing and assessing whether security design is sufficient for Customer requirements, such as audit, regulatory, etc.
5. Ensuring that the Scope of Services and exhibits accurately reflects then current information and project conditions for Customer.

System technology related fees and activities including Software provisioning and tenant support during the Project are covered by the agreement under which access to the Subscription Software is provided to Customer and are not included in the scope of this Work Order.



Project Change Control Process. Both parties must agree to any changes to this Work Order in accordance with the Project Change Control Process before any Services not set forth herein are performed. Without limitation, the parties shall use good faith efforts to negotiate a mutually agreeable **"Change Order"** to this Work Order at Infor's then-current list rates if the Services scope, Project timeline, estimated level of effort, resource commitments, Customer business requirements, and/or other obligations set forth in this Work Order change (or are likely to change) due to any mutually agreed change or because (i) any Customer-provided information is incomplete or inaccurate; (ii) a party fails to timely meet its obligations hereunder; or (iii) Project delays caused by a third party.

Task Responsibility Tables. The Scope Section of this Work Order and exhibits utilize "Task Responsibility Tables" to allocate primary responsibility for certain Tasks. Infor's responsibility in any Task Responsibility Table assumes: (1) that Customer is timely performing any Task or activity assigned to it which Infor's Task depends and Infor is not solely responsible for such dependent Tasks and activities, and (2) Customer provides reasonable assistance, including without limitation being available for answers to questions, etc.



Service Fees Summary

The customer will pay Infor the fees ("Service Fees") and travel and living expenses ("Other Expenses") in accordance with the details below. All Service Fees and Other Expenses are in USD. Unless otherwise specified, all service fees and Other Expenses are exclusive of any applicable taxes, which are added to each invoice. The customer will pay all taxes applicable to the Services.

Service	Service Fees (USD)
Time and Materials Service Fees	\$1,583,620.00
Project Team Education Service Fees	\$8,000.00
Total	\$2,061,520.00
(Services Discount)	(\$469,900)
Total Service Fees, including Taxes	\$1,591,620.00

Project Service Fees Assumptions and Obligations:

- Payment Terms:** Infor shall invoice the Customer according to the Agreement or Work Order, as applicable. The customer will pay Infor the amount due in each invoice within 30 days of the date on the invoice. The payments are non-refundable.
- Other Expenses:** In addition to the Service Fees due hereunder, Customer will reimburse Infor for Other Expenses incurred by Infor in connection with providing the Services, if applicable, in accordance with Infor travel policy. Infor will invoice Customer separately for such Other Expenses as they are incurred.

Time and Materials Service Fees

Estimated time and costs for time and materials Service Fees listed in this Work Order represent an estimate only, and actual Project time, resource role, and fees may vary from the estimates provided. Infor will invoice Customer for all Service Fees and applicable charges on a monthly basis. Invoicing and payment are not dependent or conditioned on delivery or acceptance of Tasks contemplated herein.

Service Fees Hourly Rates. The Service Fees hourly rates for resources in the table below are effective for the sole scope of this Work Order and related Change Orders until December 2028, at which time Infor reserves the right to increase Service Fees hourly rates.

Service Fees Estimate			
Resource Role	Estimated Hours	Hourly Rate (USD)	Estimated Service Fees (USD)
Project Manager	1000	315.00	\$315,000.00
COE Project Manager Offshore	712	95.00	\$67,640.00
Project Director	56	380.00	\$21,280.00
Solution Architect	672	285.00	\$191,520.00
Consultant, Sr.	3,072	250.00	\$768,000.00
Coe Sr. Consultant Offshore	7,264	95.00	\$690,080.00



Project Team Education Service Fees

Project Team Education Event	*Prepaid via Infor Education Credits (yes/no)	# of Days	Daily Rate (USD)	Service Fees (USD)
Public Education Event	No	10	800.00	8,000.00
Project Team Education Service Fees Total				8,000.00

Note: Infor Project Team Education events are listed in the Exhibit: Infor Project Team Education. Education events cannot be recorded.

Task ID	Task / Scope Item	Description / Details
1	Environment Provisioning	Provision the cloud environments (Dev, Test, Prod) with required infrastructure, baseline configurations, and security settings.
2	Data Cleanup & Prep	Identify and remove obsolete data, resolve duplicates, and ensure data integrity prior to migration.
3	Data Migration	Create copy of current product environment, prepare and then migrate to SSRS into new local environment. Once Tested, migrate to Infor Cloud.
4	Security & User Management	Configure user accounts, roles, permissions, and any SSO or identity management in the new cloud environment.
5	Configuration Alignment	Review and align existing configurations (modules, workflows, settings) with the cloud environment's best practices.
6	Customizations / Scripts	Identify, evaluate, and (if needed) refactor custom scripts or code objects for compatibility in the cloud.
7	Cutover Planning	Develop the cutover plan, including final data load, system freeze, and steps to switch production to the cloud environment.
8	Go-Live & Hypercare	Execute production cutover, monitor performance, and provide Hypercare support for a defined period.
9	On-Premise Decommission	Retire on-premise hardware, databases, and related infrastructure after successful cloud adoption.
10	Test Planning & Execution	Develop test plan, conduct system testing, integration testing, and UAT, track defects, and retest as needed.
11	Project Team Training	Provide training for administrators, and support staff on new product
12	Project Team Training	Provide training for administrators, and support staff on the new cloud environment and workflows.
Integrations (Top-Level: Task 12)		

12	Integrations	High-level bucket for all integrations required for the cloud solution.
12.02	CoV IPS Web Service API	CoV developed web service hosting a variety of operations: Hansen DP CyberSource payment processing, PDF bill retrieval from eDocs, PDF bill uploading into eDocs, PDF bill generation via SSRS.
12.03	E-Bill Enrollment - Desktop	Desktop e-bill enrollment app for Customer Service Rep. (CSR) to manage eBill enrollments.
12.04	eDocs (Hummingbird)	Legacy document repository used to store or reference attachments (e.g., PDF bills) for Hansen/IPS modules.
12.05	GraniteNet From Infor Asset Management	Sewer and Storm Main Group Inspections created in Infor with an Inspection Type of PACP are interfaced to GraniteNet. Also includes asset/code data for inspections.
12.06	Hansen - Map Browser	GIS mapping functionality built into Hansen so users can view work spatially (layers, parcels, etc.).
12.07	Hansen - PDF Bill View (Internal)	View PDF images of utility bills in the Hansen Application when looking at a bill.
12.08	Hansen Interfaces - GMT Export	Hansen permit data to County GMT.
12.09	Hansen Interfaces - ACH Payments	Utility customer ACH payments are generated via Hansen Direct Debit; staff manually upload file to the bank.
12.1	Hansen Interfaces - City Payments	Some utility billing accounts are City-owned and must be paid through an internal process, interfaced to Workday GL.
12.11	Hansen Interfaces - Contractor Load	We obtain contractor license info from State L&I via a web API + SSIS + .NET console, loaded into Hansen.
12.12	Hansen Interfaces - From MRI	A file containing meter reads (by group cycle) is sent from MRI. A stored procedure loads them into Hansen.
12.13	Hansen Interfaces - From PACS	County parcel/owner data from PACS loaded into Hansen via SSIS.

12.14	Hansen Interfaces - From Retail Lockbox	Utility Billing remittance payments from Retail Lockbox, loaded into Hansen with a stored procedure.
12.15	Hansen Interfaces - From RTA	RTA is our system for tracking vehicle maintenance and info; vehicle data is interfaced to Hansen weekly.
12.16	Hansen Interfaces - From Workday AP	Check info for refunds is sent back to Hansen once the refund check is issued in Workday (check #, amount, dates).
12.17	Hansen Interfaces - To MRI	A file containing meter reads (by group cycle) to be read is sent from Hansen to MRI.
12.18	Hansen Interfaces - To PACS	Hansen permit data to County PACS system.
12.19	Hansen Interfaces - To Workday AP	Refunds taken in Hansen Billing are interfaced to Workday Accounts Payable.
12.2	Hansen Interfaces - To Workday AR	Payments and Reversals taken through Hansen go to Workday AR. Includes Billing charges, CDR Fees, External Charges, etc.
12.21	Hansen Interfaces - To Workday GL	Bill charges, adjustments, and reconcile transactions from Hansen utility billing to Workday GL. Also City utility payments.
12.22	Hansen Interfaces - Utility Bill Creation	Utility Bill extraction from IPS, and creation of mailing artifacts (Bill Stage 1).
12.23	Hansen Interfaces - Utility Bill Render, Archive, E-Mail	Utility Bills are individually PDF'd, archived in e-Docs, and emailed to customers (Bill Stage 2).
12.24	Hansen Interfaces - Utility Billing Notice Creation	Utility billing-related notices (e.g. delinquencies) from IPS data, plus mailing artifacts (Notices Stage 1).
12.25	Hansen Interfaces - Utility Billing Notice Customer E-mail	Utility billing-related notices emailed to customers (Notices Stage 2).
12.26	Hansen Permit Data Views for County Reporting	We provide the County with access to several Hansen Oracle views: V_CNTY_CASE_DATA, PACS_EXPORT_CASE_INFO, PACS_EXPORT_INSPECTIONS.

12.27	Hansen Timesheets App	Timesheet data is collected from Hansen and ETL'd to XML for Workday import/load.
12.28	Hansen to GIS - Property Information Center (PIC)	The County pulls data from the Infor database (via a view) to support property info in PIC.
12.29	ProjectDox Integration - Avolve	Used for ePlan submissions, milestone sync, and plan review data between ProjectDox and Hansen/IPS.
12.3	ProjectDox Integration - COV (City of Vancouver)	Integration specifically for City of Vancouver staff to submit, review, and update ePlan data in ProjectDox (similar to Avolve).
12.31	ProjectDox Integration - Time Tracking	Tracks time spent in ProjectDox ePlan reviews or permit tasks, feeding Hansen/IPS for labor or cost accounting.
12.32	Selectron - Voice Utiliites	IVR system for Utilities integrating with Hansen Billing, so callers can check balances or make payments by phone.
12.33	Selectron - Web Permits	Website to schedule inspections for CED, integrating with Hansen CDR Building module.
12.34	Selectron - Voice Permits	IVR system for CED that integrates with Hansen CDR Building for phone-based scheduling and status checks.
12.35	Selectron - Web Utilities	A website for utility customers to view/pay bills via Paymentus, integrated with Hansen Billing.
12.36	Selectron Web Services Wrapper	A wrapper web service on top of Infor IPS Web Services API to simplify external calls from Selectron solutions.
12.37	GIS Asset Sync	Synchronizes asset data (e.g., location, parcels, infrastructure) between IPS/Hansen and City/County GIS, often using FME or REST.
12.38	Parking - CSR, Remit, Collection payments	Manages T2 parking payments from external sources (CSR or kiosk) posted to AR or Hansen for city finance.
12.39	Parking Web Payments and Journal Entries	Parking payments from outside sources are stored in AR staging, then posted to Workday GL entries.

12.4	Workday integration for Resource Usage (Vehicles)	Passes fleet or vehicle usage data from IPS/RTA into Workday for budgeting or cost accounting.
12.41	Data mart (Account transactions)	A local performance layer or repository for high-volume transaction data, used for reporting outside IPS's core tables.
12.42	Projects	Workday is system of record for project codes; IPS uses them in WOs/SRs for budgeting or cost tracking.
Reports (Top-Level: Task 13)		
13	Reports	High-level bucket for all reports to be migrated or developed for the cloud.
13.1.1	Utility Billing Reports - High	Complex Utility Billing reports requiring advanced data transformations or multiple data sources.
13.1.2	Utility Billing Reports - Medium	Moderately complex reports with standard data fields and some conditional formatting.
13.1.3	Utility Billing Reports - Low	Simple tabular reports or minor modifications of standard billing templates.
13.2 Asset Management Reports		
13.2.1	Asset Management Reports - High	Complex AM reports with multiple data sets (e.g., work orders, inventory, costs) aggregated.
13.2.2	Asset Management Reports - Medium	Standard operational reports (e.g., asset lifecycle status, maintenance costs).
13.2.3	Asset Management Reports - Low	Basic usage or inventory reports, existing templates with minimal changes.
13.3 CDR Reports		
13.3.1	CDR Reports - High	Comprehensive, multi-step reports for permitting, code enforcement, or licensing data.
13.3.2	CDR Reports - Medium	Standard daily/weekly CDR reports: e.g., open permits, code compliance status, renewal logs.
13.3.3	CDR Reports - Low	Minor changes to existing templates or basic lists (e.g., daily summary, simple queries).
13.4 General Reports		

13.4.1	General Reports - High	Enterprise-wide dashboards, executive KPIs, or complex cross-module summaries.
13.4.2	General Reports - Medium	Moderate complexity reports that track operational metrics across various modules.
13.4.3	General Reports - Low	Simple ad-hoc or one-off queries with minimal formatting requirements.
13.5 Financial Reports		
13.5.1	Financial Reports – High	Complex financial statements or consolidated reports with multiple data sources, advanced calculations, or regulatory compliance.
13.5.2	Financial Reports – Medium	Standard monthly/quarterly financial summaries, cost center breakdowns, budget vs. actual, etc.
13.5.3	Financial Reports – Low	Simple transactional lists (e.g., daily revenue postings, basic income summaries) or slight modifications to existing templates.
13.6 Management Dashboards		
13.6.1	Mgmt Dashboards – High	Executive-level dashboards combining multiple modules (e.g., Financial, CDR, Utility Billing) with KPI tracking.
13.6.2	Mgmt Dashboards – Medium	Department-level dashboards focusing on operational metrics (e.g., monthly performance, open work orders, etc.).
13.6.3	Mgmt Dashboards – Low	Simple summaries or charts derived from existing reports, requiring minimal customization.
13.7 Ad Hoc Reports		
13.7.1	Ad Hoc Reports – High	Complex, on-demand queries or analyses requiring multiple data sources and logic.
13.7.2	Ad Hoc Reports – Medium	Moderately complex but less frequent requests (multi-step queries, custom fields).
13.7.3	Ad Hoc Reports – Low	Simple, quick-turnaround queries; minimal formatting or logic required.
Additional / Uncategorized Items		
14	Portal Configuration	Configure a public/self-service portal for external users, if applicable.
15	Performance / Load Testing	Conduct performance and load tests to validate the system can handle expected traffic volumes.

16	Project Management & Tracking	Overall project oversight, scheduling, status reporting, and communications.
17	Change Management	Communication plan, stakeholder engagement, and user adoption strategies.
18	Third-Party Module Reviews	Confirm any third-party modules or plug-ins used in on-prem environment can function in the cloud.

Geography Scope

The following Customer locations are in scope:

Country/Location/Business Unit	Comments
U.S.A. / Vancouver Washington / Department of IT	

All Project activities will be conducted either remotely or at a Customer site as mutually agreed upon.

Project Duration Scope

This Work Order assumes a Project start date for each Project wave to be mutually agreed upon by Infor and Customer. Any delay of the start date impacts the availability of Project resources, the final production Go-Live date, and requires further discussion to agree on the Project timeline. **“Go-Live”** means the first time Customer uses the Software to process data in Customer's live production environment.

Infor has allocated 128 hours for Post Go-Live Support. Customer will act as first line support for post Go-Live with Infor support where required.

Governance Scope

Infor implementation method provides methods, tools, and templates that enable the Project team to plan, track, and report on the Project tasks as defined in this Work Order. Customer agrees to use the Infor-provided task management tool and the Infor implementation method to plan and execute the Project. Customer will actively participate by completing assigned tasks and updating task status as it occurs to provide real time Project updates.

Governance Scope Responsibilities

Task Responsibility Table	Infor	Customer	Both
Create Project management plan & schedule			X
Confirm Project team and executive leadership alignment			X
Onboard Project team and conduct kick-off			X
Set up Project governance organization and meetings			X
Manage, monitor, and control Project			X



Task Responsibility Table	Infor	Customer	Both
Conduct project closure	X		

Business Process Scope

This Work Order assumes no material changes to the current City of Vancouver business processes. Changes to the classification below will be addressed via the Project Change Control Process.

Business Process Scope Responsibilities

Task Responsibility Table	Infor	Customer	Both
Define testing strategy			X
Configure initial setup			X
Deliver business blueprint	X		
Define & create Customer specific use/test cases		X	
Execute System Integration Test cases (up to 2 rounds)		X	
Execute User Acceptance Test cases (up to 1 round)		X	
Define cutover strategy		X	
Verify production readiness			X
System in production			X
Services to support handover	X		

Reports, Interfaces and Extensions Scope

Except as otherwise stated, Customer has primary responsibility for all reports, interfaces and extensions, other than for Infor-to-Infor product interfaces. Infor estimates 2,064 hours to assist Customer with development of reports, interfaces and extensions to support the in-scope business processes.

Reports, Interfaces, Extensions Scope Responsibilities*

Task Responsibility Table	Customer	Infor	Both
Reports- Strategy overview			X
Reports- Functional design			X
Reports- Technical design		X	
Reports- Development		X	
Reports- Testing and Documentation			X
Interfaces- Strategy overview			X
Interfaces- Functional design			X
Interfaces- Technical design		X	
Interfaces- Development		X	
Interfaces- Testing and Documentation			X
Extensions- Strategy overview			X
Extensions- Functional design			X
Extensions- Technical design		X	
Extensions- Development		X	
Extensions- Testing and Documentation			X

*Please see Reports, Interfaces, Extensions Exhibit for additional scope information

Data Migration Scope

“**Database Migration**” means the work required to transfer the existing database from the current on-premises Oracle environment to a cloud-hosted SQL Server environment. This includes the necessary analysis, loading, validating, and migrating of data, whether performed manually or programmatically, to ensure continuity and integrity in the new cloud solution.

Data Conversion Scope Responsibilities*



Task Responsibility Table	Customer	Infor	Both
Data Migration Preparation Workshop			X
Pre Data Migration steps			X
Database Migration Execution		X	
Post Data Migration steps		X	
Data validation and rationalization		X	



Organizational Change Management (OCM) and End User Training (EUT) Scope

User adoption of Infor's industry standard practices will be best realized with an organizational change management and end user training program that is conducted in parallel with the Project.

OCM and EUT are the responsibility of Customer. Infor may agree to provide such services in accordance with the Project Change Control Process.

Exhibit: Reports, Interfaces, Extensions (RIE)

		Description	Responsibility	Count
13	Reports	High-level bucket for all reports to be migrated or developed for the cloud.	Shared (Customer + Infor)	—
13.1.1	Utility Billing Reports - High	Complex Utility Billing reports requiring advanced data transformations or multiple data sources.	Shared (Customer + Infor)	3
13.1.2	Utility Billing Reports - Medium	Moderately complex reports with standard data fields and some conditional formatting.	Customer	22
13.1.3	Utility Billing Reports - Low	Simple tabular reports or minor modifications of standard billing templates.	Customer	62
13.2 Asset Management Reports				
13.2.1	Asset Management Reports - High	Complex AM reports with multiple data sets (e.g., work orders, inventory, costs) aggregated.	Shared (Customer + Infor)	0
13.2.2	Asset Management Reports - Medium	Standard operational reports (e.g., asset lifecycle status, maintenance costs).	Customer	4
13.2.3	Asset Management Reports - Low	Basic usage or inventory reports, existing templates with minimal changes.	Customer	24
13.3 CDR Reports				
13.3.1	CDR Reports - High	Comprehensive, multi-step reports for permitting, code enforcement, or licensing data.	Shared (Customer + Infor)	2
13.3.2	CDR Reports - Medium	Standard daily/weekly CDR reports: e.g., open permits, code compliance status, renewal logs.	Customer	31
13.3.3	CDR Reports - Low	Minor changes to existing templates or basic lists (e.g., daily summary, simple queries).	Customer	42
13.4 General Reports				
13.4.1	General Reports - High	Enterprise-wide dashboards, executive KPIs, or complex cross-module summaries.	Shared (Customer + Infor)	7

13.4.2	General Reports - Medium	Moderate complexity reports that track operational metrics across various modules.	Customer	16
13.4.3	General Reports - Low	Simple ad-hoc or one-off queries with minimal formatting requirements.	Customer	30
13.5 Financial Reports				
13.5.1	Financial Reports – High	Complex financial statements or consolidated reports with multiple data sources, advanced calculations, or regulatory compliance.	Shared (Customer + Infor)	2
13.5.2	Financial Reports – Medium	Standard monthly/quarterly financial summaries, cost center breakdowns, budget vs. actual, etc.	Customer	10
13.5.3	Financial Reports – Low	Simple transactional lists (e.g., daily revenue postings, basic income summaries) or slight modifications to existing templates.	Customer	35
13.6 Management Dashboards				
13.6.1	Mgmt Dashboards – High	Executive-level dashboards combining multiple modules (e.g., Financial, CDR, Utility Billing) with KPI tracking.	Shared (Customer + Infor)	0
13.6.2	Mgmt Dashboards – Medium	Department-level dashboards focusing on operational metrics (e.g., monthly performance, open work orders, etc.).	Customer	1
13.6.3	Mgmt Dashboards – Low	Simple summaries or charts derived from existing reports, requiring minimal customization.	Customer	1
13.7 Ad Hoc Reports				
13.7.1	Ad Hoc Reports – High	Complex, on-demand queries or analyses requiring multiple data sources and logic.	Shared (Customer + Infor)	0
13.7.2	Ad Hoc Reports – Medium	Moderately complex but less frequent requests (multi-step queries, custom fields).	Customer	3
13.7.3	Ad Hoc Reports – Low	Simple, quick-turnaround queries; minimal formatting or logic required.	Customer	0

Exhibit: Assumed Customer Staffing

Customer Area	Responsibility	# of Resources	Minimum Commitment & Comments
Executive Sponsorship	Viewed as a trusted advisor and highest level of escalation	1-2	2-4 hours a month
Project Sponsor	Responsible for the success of a project and provide necessary guidance and resources to the project team. Viewed as a trusted advisor and first point of escalation	1	Part Time
Steering Committee	Decides on the priorities within organization and manages the course of the project	3+	Part Time
Project Management	Executes project management activities to achieve project objectives	1-2	Full Time
Business Lead	Makes decisions for their areas of expertise and drive execution of the assignments	1-2 per area	100% throughout the duration of the Project
Testing Lead	Coordinates testing assignments for all resources	1-2	Full Time
Technical Resource- Data	Subject matter experts that execute data conversion/migration assignments from one system to another	2-3	Full Time
Technical Resource- Integration	Subject matter experts that execute integration assignments for one system to another system	2-3	Full Time
Functional Resource	Subject matter experts that execute assignments as defined by business lead in the functional business area	1-2 per area	Full Time
Testing Resource	Executes all levels of testing (functional, UAT, SIT)	1-2	Full time during testing cycles
OCM Lead	Coordinates Organizational Change Management assignments for all resources	1	50-75% throughout the duration of the Project
OCM Resource	Executes Organizational Change Management assignments	2	Part Time
EUT Lead	Coordinates End User Training assignments for all resources	1	50-75% throughout the duration of the Project
EUT Resource	Executes End User Training assignments	1 per area	Full Time during EUT development



Exhibit: Project Team Education

Course Title	Duration (Days)	Delivery Mode	Number of Attendees
Infor OS Platform: Foundation for Multi-tenant - Part 1 - Instructor-Led Training	2	Public Education Event	2
Infor OS Platform: Foundation for Multi-Tenant - Part 2 - Instructor-Led Training	3	Public Education Event	2

Course Title	Duration (Days)	Delivery Mode	Number of Attendees
Project Team Training: Provide IT staff with technical understanding of new capabilities in IPS and Infor OS – Consultant-led Workshop	2	Public Education Event	5
End User Training: Provide IT staff with technical understanding of the new capabilities in IPS and Infor OS – Consultant-led Workshop	.05	Public Education Event	16
End User Training: Micro Learning Videos			
Project Team Training: Provide IT staff with technical understanding of the new capabilities in IPS related to Service Profiles, Formulas (On-Render and On-Postback), completed prior to the project.	2	Public Education Event	5
Project Team Training: Infor OS Foundation for Multi-Tenant part 1 - eLearning	2	Public Education Event	5
Project Team Training: Infor OS Foundation for Mutli-Tenant part 2 - eLearning	2	Public Education Event	5

Staff Report: 150-25

To: Mayor and City Council
From: City Manager
Date: July 14, 2025

Subject

Approve New Classifications and Grades/Correction of Existing Grades

Key Points

- 2024 market study changes for non-union positions were adopted on 1/1/25.
- 2024 market study changes for non-public safety union positions were adopted with each contract's Council approval.
- Work to re-review various OPEIU positions, based on updated position descriptions, was not complete by June 3, 2025, the day the OPEIU contract was approved by the Council.

Strategic Plan Alignment

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

Present Situation

The City conducted a market study of non-union and non-sworn union positions in 2024 and implemented non-union position changes on January 1, 2025. Union position changes were part of the recent bargaining process for non-public safety unions. As part of settling its contract negotiations with OPEIU, the City agreed to allow employees and their managers to update position descriptions for several positions slated for grade reductions, because of a concern that position descriptions for certain positions may have been outdated and therefore did not accurately reflect the type and level of job duties actually performed.

The City's study included reanalyzing approximately 39 individual position descriptions for employees in 5 distinct classifications. Not all 39 incumbents are changing classifications. Specific new classifications, grade changes and/or reclassifications requested include:

- Create an Administrative Assistant 3 position (11 employees impacted).
- Create a Project Coordinator 2 position (2 employees impacted).
- Change the Payroll Analyst position from a level 2 to a level 3 (2 employees impacted).
- Reclassify OPEIU position to a non-union Executive Assistant position (1 employee impacted).
- Place other impacted employees into current, already existing OPEIU positions (3 employees impacted).

The 19 OPEIU employees whose classifications need to change are performing higher-level or different duties than were represented in the position descriptions used in the 2024 market study. Since the level of duties being performed is now known and is higher than the level the current position grades recognize, the goal is to ensure position grades and pay commensurate with the work being performed.

The type of review process undertaken with OPEIU positions is not an anomaly, and a similar review took place with non-represented positions in advance of implementation of the 2024 market study and with other union groups in advance of their respective contracts settling. The review of OPEIU positions was requested and agreed to near the end of negotiations. Consequently, there was not enough time to conduct the work and make necessary changes prior to the contract being ratified by City Council on June 3, 2025.

In addition to the OPEIU changes, non-union changes are requested as well. Specifically:

- Correct the grade for non-union Support Specialist 2 and 3. In the implementation of the 2024 market study, positions were incorrectly mapped to incorrect salary grades. This error was discovered as part of the OPEIU process that reviewed Support Specialist positions.
- Replace the Program and Policy Development Manager position on the non-union salary schedule and change the salary grade to reflect job duty changes. No incumbent is impacted.

Advantage(s)

1. Correcting classifications and salary grades and making necessary pay changes now rather than waiting for the next formal budget process, which is not expected for several months, results in City employees' pay becoming commensurate with the work they are performing as soon as possible.
2. Making changes without a long delay demonstrates the City's commitment to partnering with its union groups and ensuring employees are paid equitably.

Challenge(s)

None

Budget Impact

The salary and benefit impact of the proposed changes will be covered through the use of salary savings within departmental budgets.

Prior Council Review

None

Action Requested

On Monday, July 14, 2025, authorize the City Manager, or designee, to approve new OPEIU job classifications, correct non-union position pay grades, and make salary changes for OPEIU and non-union employees as necessary, effective July 1, 2025.

Staff Contact

Antoinette Gasbarre, Human Resources Director, Antoinette.Gasbarre@cityofvancouver.us

Attachments:

1. 2025 Non-Union Exempt & Nonexempt Salary Schedule
2. 2025 OPEIU Salary Schedule - Market Study Update 7.14.25
3. July 2025 Position Changes Attachment

City of Vancouver
2025 Non Union Exempt & Nonexempt Salary Schedule

Attachment D

rev. July 2025

Salary Grade	Job Profiles	Annual Minimum	Annual Midpoint	Annual Maximum	Monthly Minimum	Monthly Midpoint	Monthly Maximum
100	Non Union Nonexempt Department Aide	\$34,653	\$41,583	\$48,514	\$2,888	\$3,465	\$4,043
101		\$35,333	\$42,400	\$49,467	\$2,944	\$3,533	\$4,122
102		\$37,100	\$44,520	\$51,940	\$3,092	\$3,710	\$4,328
103		\$38,957	\$46,748	\$54,539	\$3,246	\$3,896	\$4,545
104		\$40,904	\$49,085	\$57,266	\$3,409	\$4,090	\$4,772
105	Non Union Nonexempt Dual Certified Lifeguard Fitness Attendant	\$42,950	\$51,540	\$60,130	\$3,579	\$4,295	\$5,011
106	Non Union Nonexempt Support Specialist 2	\$45,098	\$54,117	\$63,137	\$3,758	\$4,510	\$5,261
107	Non Union Nonexempt Support Specialist 2	\$47,352	\$56,823	\$66,293	\$3,946	\$4,735	\$5,524
108	Non Union Nonexempt Support Specialist 3	\$49,720	\$59,664	\$69,608	\$4,143	\$4,972	\$5,801
109	Non Union Nonexempt Administrative Assistant 2 Inventory Coordinator 1 Support Specialist 3	\$50,118	\$62,647	\$75,177	\$4,177	\$5,221	\$6,265
110		\$52,624	\$65,780	\$78,936	\$4,385	\$5,482	\$6,578
111	Non Union Nonexempt Administrative Assistant 3 TV/Video Director and Editor Volunteer Coordinator 1	\$55,255	\$69,069	\$82,883	\$4,605	\$5,756	\$6,907
112	Non Union Nonexempt Accountant 1 Video Multimedia Producer 1	\$58,018	\$72,522	\$87,027	\$4,835	\$6,044	\$7,252
113		\$60,918	\$76,148	\$91,378	\$5,077	\$6,346	\$7,615
114	Non Union Exempt Volunteer Coordinator 2 Non Union Nonexempt Benefits Specialist 2 Communications Specialist 1 Homeless Encampment Response Coordinator 1 Homeless Outreach Coordinator 1 Planner 1 Procurement Specialist 2	\$63,965	\$79,956	\$95,948	\$5,330	\$6,663	\$7,996
115	Non Union Exempt Construction Project Coordinator 2 Parking Supervisor Non Union Nonexempt Accountant 2 DEI Project Coordinator 2 Executive Assistant Help Desk Technician 2 Program Coordinator 2 Recruiting Specialist 2 Video-Multimedia Producer 2	\$67,163	\$83,954	\$100,745	\$5,597	\$6,996	\$8,395
116	Non Union Exempt Department Human Resources Generalist 2 Employee Engagement Specialist 2 Learning and Development Specialist 2 Non Union Nonexempt Communications Specialist 2 Community Liaison 2 Department Computer Technician 2 Video Services Supervisor Water Resources Educator 2	\$70,521	\$88,152	\$105,782	\$5,877	\$7,346	\$8,815
117	Non Union Exempt Compensation Analyst 2	\$74,047	\$92,559	\$111,070	\$6,171	\$7,713	\$9,256

	DEI Business Partner 2 Human Resources Generalist 2 Park Developer 2 Planner 2 Policy Advisor 2 Non Union Nonexempt Computer Technician 2						
118	Non Union Exempt Accountant 3 Civil Engineer 1 Evidence Supervisor Financial Analyst 2 Grants Analyst 2 Leave Specialist 2 Legal Supervisor Management Analyst 2 Procurement Specialist 3 Treasury Analyst 2 Non Union Nonexempt Digital Forensics Investigator 2 Web Content Specialist 2	\$77,750	\$97,187	\$116,624	\$6,479	\$8,099	\$9,719
119	Non Union Exempt ADA Specialist 2 Budget Analyst 2 Executive Assistant to the City Manager and Administrative Supervisor Fleet Services Supervisor Police Records Supervisor Public Works Supervisor Worker's Compensation Analyst 3 Non Union Nonexempt Telecommunications Analyst 2	\$81,637	\$102,046	\$122,456	\$6,803	\$8,504	\$10,205
120	Non Union Exempt Benefits Analyst 3 Business Intelligence Analyst 2 Communications Specialist 3 Finance and Logistics Supervisor Human Resources Business Partner 3 Reporting Analyst 2 Safety Specialist 2	\$85,719	\$107,148	\$128,578	\$7,143	\$8,929	\$10,715
121	Non Union Exempt Applications Engineer 2 Communications Project Manager Emergency Fleet Services Supervisor Emergency Preparedness Program Manager Environmental Regulatory Program Manager Homeless Response Program Manager Parking Demand Program Manager Safety Program Manager Software Engineer 2 Non Union Nonexempt Computer Technician 3 Digital Forensics Investigator 3	\$90,005	\$112,506	\$135,008	\$7,500	\$9,376	\$11,251
122	Non Union Exempt Accounting Supervisor Community Engagement Manager Compensation Analyst 3 Cultural Services Manager Internal Auditor 3 Planner 3 Police Public Affairs Program Manager Police Records Manager Property Management Program Manager Strategic Communications Manager Technical Engineering Supervisor Video Services Manager	\$94,505	\$118,131	\$141,758	\$7,875	\$9,844	\$11,813
123	Non Union Exempt City Records Manager Civil Engineer 2 Financial Analyst 3 GIS Supervisor Park Developer 3	\$99,238	\$124,047	\$148,856	\$8,270	\$10,337	\$12,405

	Payroll Manager Permit Center Supervisor Plan Review Supervisor Police Business Services Manager Professional Land Surveyor Public Safety Technology Manager						
124	Non Union Exempt Applications Engineer 3 Assistant Building Official Assistant City Attorney 2 Assistant Fire Marshal Budget Analyst 3 Capital Projects Project Manager 3 Cybersecurity Analyst 3 Planner 4 Policy Advisor 3 Public Works Operations Manager Recreation Program and Facility Manager	\$104,192	\$130,240	\$156,288	\$8,683	\$10,853	\$13,024
125	Non Union Exempt Accounting Manager Airport Program Manager Business Intelligence Analyst 3 City Survey Manager Computer Services Manager Facilities Manager Homeless Response Manager Housing Manager Land Use Manager Long Range Planning Manager Network Engineer 3 Park Development Manager Parking District Manager Performance Analyst 3 Procurement Manager Risk and Safety Manager Transportation Planning Manager Utilities Administration Manager	\$109,408	\$136,760	\$164,112	\$9,117	\$11,397	\$13,676
126	Non Union Exempt Building Official Civil Engineer 3 Environmental Services Manager System Administrator 3	\$114,872	\$143,590	\$172,308	\$9,573	\$11,966	\$14,359
127	Non Union Exempt Civil Engineer Supervisor <i>Program and Policy Development Manager</i>	\$120,615	\$150,768	\$180,922	\$10,051	\$12,564	\$15,077
128	Non Union Exempt Budget Manager Development Review Manager Public Works Engineering Manager Recreation Services Manager	\$126,646	\$158,307	\$189,969	\$10,554	\$13,192	\$15,831
129	Non Union Exempt Capital Projects Manager GIS and Data Manager Information Technology Applications Manager Information Technology Infrastructure Manager Public Works Finance and Asset Division Manager Treasurer	\$132,978	\$166,222	\$199,467	\$11,082	\$13,852	\$16,622
130	Non Union Exempt Equity and Inclusion Program Director Human Resources Manager	\$139,627	\$174,534	\$209,441	\$11,636	\$14,545	\$17,453
131	Non Union Exempt Deputy Community Development Director Deputy Economic Development Director Deputy Finance Director Deputy Human Resources Director Public Works Division Manager	\$146,614	\$183,267	\$219,920	\$12,218	\$15,272	\$18,327
132	Non Union Exempt Assistant City Attorney 3	\$153,938	\$192,423	\$230,908	\$12,828	\$16,035	\$19,242

	Deputy Information Technology Director Fire Marshal						
133	Non Union Exempt Assistant Police Chief Deputy Fire Chief Deputy Public Works Director	\$161,635	\$202,044	\$242,453	\$13,470	\$16,837	\$20,204
134	Non Union Exempt Assistant City Manager Chief Financial Officer City Prosecutor Communications Director Community Development Director Deputy Police Chief Economic Development Director General Services Director Human Resources Director Information Technology Director Parks, Recreation and Cultural Services Director	\$154,289	\$212,147	\$270,006	\$12,857	\$17,679	\$22,501
135	Non Union Exempt Deputy City Attorney Public Works Director	\$162,003	\$222,754	\$283,506	\$13,500	\$18,563	\$23,626
136	Non Union Exempt City Attorney Fire Chief Police Chief	\$170,103	\$233,892	\$297,680	\$14,175	\$19,491	\$24,807
137		\$178,608	\$245,587	\$312,565	\$14,884	\$20,466	\$26,047
138		\$187,539	\$257,866	\$328,194	\$15,628	\$21,489	\$27,350
139	Non Union Exempt Deputy City Manager	\$196,917	\$270,761	\$344,605	\$16,410	\$22,563	\$28,717

Changes

1. Correct grade of Support Specialist 2, move from grade 106 to 107
2. Correct grade of Support Specialist 3, move from grade 108 to 109
3. Re-add Policy and Program Development Manager position in grade 127

1. Correct grade of Support Specialist 2, move from grade 106 to 107
2. Correct grade of Support Specialist 3, move from grade 108 to 109
3. Re-add Policy and Program Development Manager position in grade 127

OPEIU 2025 Salary Schedule

January 1, 2025 through December 31, 2025 (rev. July 2025)

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		\$ 3,497	\$ 3,619	\$ 3,745	\$ 3,877	\$ 4,013	\$ 4,154	\$ 4,297	\$ 4,471
2		\$ 3,584	\$ 3,708	\$ 3,839	\$ 3,975	\$ 4,114	\$ 4,258	\$ 4,406	\$ 4,582
3		\$ 3,673	\$ 3,803	\$ 3,935	\$ 4,073	\$ 4,216	\$ 4,365	\$ 4,517	\$ 4,698
4		\$ 3,767	\$ 3,899	\$ 4,035	\$ 4,175	\$ 4,321	\$ 4,472	\$ 4,628	\$ 4,813
5	Support Specialist 2 - O	\$ 3,859	\$ 3,993	\$ 4,134	\$ 4,280	\$ 4,429	\$ 4,584	\$ 4,743	\$ 4,934
6		\$ 3,957	\$ 4,095	\$ 4,237	\$ 4,388	\$ 4,541	\$ 4,701	\$ 4,865	\$ 5,059
7	Facilities Assistant (WREC) Utility Clerk	\$ 4,055	\$ 4,197	\$ 4,345	\$ 4,496	\$ 4,653	\$ 4,816	\$ 4,985	\$ 5,184
8		\$ 4,157	\$ 4,301	\$ 4,453	\$ 4,608	\$ 4,769	\$ 4,937	\$ 5,110	\$ 5,314
9	Parking Enforcement Officer	\$ 4,261	\$ 4,409	\$ 4,563	\$ 4,725	\$ 4,890	\$ 5,061	\$ 5,234	\$ 5,447
10	Customer Service Representative Material Control Coordinator Parking Maintenance Worker	\$ 4,367	\$ 4,520	\$ 4,678	\$ 4,842	\$ 5,012	\$ 5,186	\$ 5,367	\$ 5,582
11		\$ 4,475	\$ 4,633	\$ 4,795	\$ 4,963	\$ 5,138	\$ 5,318	\$ 5,504	\$ 5,723
12	Permit Specialist Support Specialist 3 - O	\$ 4,587	\$ 4,747	\$ 4,915	\$ 5,088	\$ 5,266	\$ 5,449	\$ 5,641	\$ 5,866
13	Police Records Specialist Level I	\$ 4,704	\$ 4,868	\$ 5,038	\$ 5,214	\$ 5,397	\$ 5,586	\$ 5,780	\$ 6,010
14	Utility Billing Clerk Utility Billing Clerk, Field	\$ 4,820	\$ 4,988	\$ 5,163	\$ 5,346	\$ 5,532	\$ 5,726	\$ 5,926	\$ 6,162
15	Administrative Assistant 3 - O Construction Project Coordinator 2 - O Facilities Assistant (Recreation) Material Control Coordinator	\$ 4,940	\$ 5,114	\$ 5,293	\$ 5,479	\$ 5,671	\$ 5,868	\$ 6,073	\$ 6,315
16	Police Records Specialist Level II Police Service Technician Senior Customer Service Representative Survey Technician	\$ 5,065	\$ 5,243	\$ 5,426	\$ 5,616	\$ 5,811	\$ 6,013	\$ 6,227	\$ 6,475
17	Lead Accounting Clerk Senior Utility Billing Clerk, Field Property/Evidence Technician Senior Utility Billing Clerk	\$ 5,190	\$ 5,375	\$ 5,562	\$ 5,756	\$ 5,955	\$ 6,165	\$ 6,379	\$ 6,636

18	Payroll Analyst Police Records Specialist Level III Public Records Officer Records Specialist Senior Accounting Clerk Senior Permit Specialist	\$ 5,321	\$ 5,507	\$ 5,699	\$ 5,899	\$ 6,106	\$ 6,317	\$ 6,541	\$ 6,802
19	Apprentice Construction Inspector	\$ 5,455	\$ 5,644	\$ 5,842	\$ 6,047	\$ 6,257	\$ 6,478	\$ 6,704	\$ 6,970
20		\$ 5,591	\$ 5,787	\$ 5,988	\$ 6,194	\$ 6,416	\$ 6,638	\$ 6,872	\$ 7,146
21	Special Events Permitting Manager	\$ 5,732	\$ 5,930	\$ 6,136	\$ 6,353	\$ 6,573	\$ 6,804	\$ 7,044	\$ 7,325
22	<i>Payroll Analyst 3</i>	\$ 5,872	\$ 6,077	\$ 6,292	\$ 6,512	\$ 6,740	\$ 6,978	\$ 7,220	\$ 7,508
23	Engineering Technician Lead Permit Specialist	\$ 6,019	\$ 6,232	\$ 6,447	\$ 6,674	\$ 6,907	\$ 7,148	\$ 7,400	\$ 7,695
24		\$ 6,172	\$ 6,385	\$ 6,608	\$ 6,840	\$ 7,080	\$ 7,327	\$ 7,584	\$ 7,889
25		\$ 6,323	\$ 6,546	\$ 6,775	\$ 7,012	\$ 7,256	\$ 7,513	\$ 7,774	\$ 8,087
26	Surveyor	\$ 6,484	\$ 6,711	\$ 6,943	\$ 7,187	\$ 7,440	\$ 7,700	\$ 7,969	\$ 8,289
27	Construction Inspector Senior Engineering Technician	\$ 6,646	\$ 6,878	\$ 7,119	\$ 7,369	\$ 7,625	\$ 7,892	\$ 8,169	\$ 8,495
28		\$ 6,810	\$ 7,048	\$ 7,295	\$ 7,552	\$ 7,818	\$ 8,089	\$ 8,374	\$ 8,708
29	Senior Construction Inspector	\$ 6,982	\$ 7,224	\$ 7,477	\$ 7,740	\$ 8,012	\$ 8,292	\$ 8,582	\$ 8,925
30	Crime Analyst Engineering Specialist Senior Surveyor	\$ 7,157	\$ 7,408	\$ 7,665	\$ 7,933	\$ 8,211	\$ 8,499	\$ 8,795	\$ 9,147
31	Construction Inspection Specialist	\$ 7,336	\$ 7,593	\$ 7,857	\$ 8,131	\$ 8,416	\$ 8,711	\$ 9,015	\$ 9,376
32		\$ 7,519	\$ 7,783	\$ 8,053	\$ 8,334	\$ 8,626	\$ 8,929	\$ 9,240	\$ 9,610
33		\$ 7,707	\$ 7,978	\$ 8,254	\$ 8,542	\$ 8,842	\$ 9,152	\$ 9,471	\$ 9,850
34	Survey Specialist	\$ 7,900	\$ 8,177	\$ 8,460	\$ 8,756	\$ 9,063	\$ 9,381	\$ 9,708	\$ 10,096

Changes effective July 1 include:

Add Administrative Assistant 3, grade 15
Add Construction Project Coordinator 2, grade 15
Move Material Control Coordinator from grade 10 to grade 15
Eliminate Payroll Analyst, grade 18
Add Payroll Analyst 3, grade 22

Full-Time Equivalent Employees by Fund, Department and Classification

City of Vancouver July 2025 Position Changes

Fund - Department	Job Profile	Action	2025 FTE	2026 FTE
001 General Fund				
City Manager's Office	Policy Advisor 3	Administrative	(1.00)	(1.00)
	Program and Policy Development Manager	Administrative	1.00	1.00
City Manager's Office Total			0.00	0.00
Community Development	Administrative Assistant 3	Administrative	2.00	2.00
	Senior Support Specialist	Administrative	(1.00)	(1.00)
	Support Specialist	Administrative	(1.00)	(1.00)
Community Development Total			0.00	0.00
Economic Prosperity & Housing	Administrative Assistant 3	Administrative	1.00	1.00
	Senior Support Specialist	Administrative	(1.00)	(1.00)
Economic Prosperity & Housing Total			0.00	0.00
Parks, Recreation & Cultural Services	Administrative Assistant 3	Administrative	1.00	1.00
	Senior Support Specialist	Administrative	(1.00)	(1.00)
Parks, Recreation & Cultural Services Total			0.00	0.00
Police	Administrative Assistant 3	Administrative	1.00	1.00
	Senior Support Specialist	Administrative	(1.00)	(1.00)
Police Total			0.00	0.00
001 General Fund Total			0.00	0.00
151 Fire Fund				
Fire	Administrative Assistant 3	Administrative	1.00	1.00
	Senior Support Specialist	Administrative	(1.00)	(1.00)
Fire Total			0.00	0.00
151 Fire Fund Total			0.00	0.00
445 Water Utility Fund				
Public Works - Business Services	Administrative Assistant 3	Administrative	1.00	1.00
	Senior Support Specialist	Administrative	(1.00)	(1.00)
Public Works - Business Services Total			0.00	0.00
Public Works - Environmental Services	Support Specialist	Administrative	(1.00)	(1.00)
	Customer Service Representative	Administrative	1.00	1.00
Public Works - Environmental Services Total			0.00	0.00
Public Works - Construction Management Services	Senior Support Specialist	Administrative	(1.00)	(1.00)
	Support Specialist	Administrative	(1.00)	(1.00)
	Construction Project Coordinator 2	Administrative	2.00	2.00
Public Works - Construction Management Services Total			0.00	0.00
445 Water Utility Fund Total			0.00	0.00
490 Solid Waste Fund				
Public Works - Environmental Services	Senior Support Specialist	Administrative	(1.00)	(1.00)
	Support Specialist 3	Administrative	1.00	1.00
Public Works - Environmental Services Total			0.00	0.00
490 Solid Waste Fund Total			0.00	0.00
507 Facilities Maintenance Services Fund				
General Services	Support Specialist	Administrative	(1.00)	(1.00)
	Support Specialist 3	Administrative	1.00	1.00

Fund - Department	Job Profile	Action	2025 FTE	2026 FTE
General Services Total			0.00	0.00
507 Facilities Maintenance Services Fund Total			0.00	0.00
510 Internal Administrative Services Fund				
Financial & Management Services	Administrative Assistant 3	Administrative	0.60	0.60
	Executive Assistant	Administrative	1.00	1.00
	Senior Support Specialist	Administrative	(1.60)	(1.60)
	Payroll Analyst	Administrative	(2.00)	(2.00)
	Payroll Analyst 3	Administrative	2.00	2.00
Financial & Management Services Total			0.00	0.00
Information Technology	Administrative Assistant 3	Administrative	1.00	1.00
	Senior Support Specialist	Administrative	(1.00)	(1.00)
Information Technology Total			0.00	0.00
510 Internal Administrative Services Fund Total			0.00	0.00
655 City/County Cable TV Fund				
Communications & Outreach	Administrative Assistant 3	Administrative	1.00	1.00
	Senior Support Specialist	Administrative	(1.00)	(1.00)
Communications & Outreach Total			0.00	0.00
655 City/County Cable TV Fund Total			0.00	0.00
Grand Total			0.00	0.00

Staff Report: 151-25

To: Mayor and City Council
From: City Manager
Date: July 14, 2025

Subject

Approval of Global Settlement of Workers' Compensation Claims of Gregory Straub

Key Points

- Gregory Straub is a fire captain of the Vancouver Fire Department who recently retired with several open and closed workers' compensation claims.
- Captain Straub and his counsel have worked diligently with the City's attorneys to negotiate a mutually beneficial settlement of Captain Straub's workers' compensation claims for a total amount of \$335,000.
- The settlement resolves all open and closed workers' compensation claims and releases the City from all future liability aside from proper and reasonable medical treatment in the event Captain Straub obtains a reopening order from the Department of Labor & Industries.

Strategic Plan Alignment

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

Present Situation

Gregory Straub was hired by the City of Vancouver Fire Department in 2001 and recently retired at the rank of Captain. He currently has four open workers compensation claims relating to injuries alleged to have been sustained while on the job, occurring in July 2021, May 2023, June 2023, and September 2024. While each claim was allowed by the Department of Labor and Industries, the propriety of certain medical treatment was in dispute.

The City's counsel and Captain Straub's counsel have negotiated a mutually acceptable global resolution of Captain Straub's claims for the aggregate amount of \$335,000. Were the City to continue litigating Captain Straub's claims, the exposure could very well be much more than this amount particularly when one factors in costs, attorneys' fees, and possible pension. The settlement would close all open claims and permanently waive all future benefits except for proper and necessary medical treatment if Captain Straub meets the requisite statutory test for reopening a claim (this benefit cannot be waived). Captain Straub would further execute an employment release absolving the City of any additional known or unknown liabilities.

Staff recommends that Council authorize the settlement to which all parties have agreed.

Advantage(s)

1. Enables the City to bring to a close all open and closed workers' compensation claims for a fraction of what the claims could cost if the City were to litigate all to verdict.
2. Permits the City and one of its recent retirees to achieve closure for a mutually acceptable

amount.

Challenge(s)

Though unlikely, settlement potentially pays out more than what the City could have retained had it successfully litigated all contested issues.

Budget Impact

There is sufficient funding in the Risk Fund.

Prior Council Review

N/A

Action Requested

On Monday, July 14, 2025, authorize the City Manager, or City Manager's designee, to execute all agreements necessary to complete a global resolution of workers' compensation claims filed by retired Fire Captain Gregory Straub for a total amount of \$335,000.

Staff Contact

Dan Lloyd, Assistant City Attorney, dan.lloyd@cityofvancouver.us

Attachments:

None

Staff Report: 152-25

To: Mayor and City Council
From: City Manager
Date: July 14, 2025

Subject

Flag Design Review Committee Appointments

Key Points

- The City launched a design competition to create a new City flag.
- The public has been invited to participate by submitting proposals for a new flag.
- The Flag Design Review Committee will select finalists from submitted flag entries and recommend a new flag to the City Council this fall.

Strategic Plan Alignment

Culture and Heritage – celebrating culture and heritage

Present Situation

Vancouver has grown and changed since its flag was originally created in 1993. The current flag is dated, not easily recognizable, and doesn't follow basic flag design principles. Vancouver's flag should represent the community's shared values and aspirations and follow basic flag design principles.

Advantage(s)

The public will be directly involved in developing and determining an important piece of Vancouver's identity and iconography that will help contribute to pride in the community.

Challenge(s)

None

Budget Impact

In addition to staff time dedicated to promoting and administering the competition and committee, a nominal cost will be incurred to replace the flag on City-owned buildings and flag poles.

Prior Council Review

- April 6, 2025, Consent Agenda.

Action Requested

On Monday, appoint Naomi Axelrod, Hector Alejandro Varela-Betancourt, and Zatera Griffin to youth positions on the Flag Design Committee.

Staff Contact

Laura Shepard, Communications Director, laura.shepard@cityofvancouver.us

Attachments:

None

A RESOLUTION delegating authority to the vancouver city manager relating to certain grants and loans.

Staff Report: 153-25

To: Mayor and City Council
From: City Manager
Date: July 14, 2025

Subject

Resolution Delegating Authority to City Manager - Accept Certain Grants and Loans

Key Points

Allows delegation of responsibility to the City Manager, or designee, for accepting certain grants and loans of different types with financial threshold levels dependent on the type of grant, loan, or project.

Strategic Plan Alignment

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

Present Situation

This resolution is intended to provide clarity on which grant/loan applications/agreements require Council approval, and which applications/agreements the City Manager is authorized to enter into on behalf of the City. This question arises when a grant/loan application has a very short timeframe for submittal (often 30 days or less), or for acceptance of terms. The Council agenda process generally requires three weeks, which can jeopardize the City's ability to apply for some grants. Additionally, the time necessary to prepare the materials for Council consideration results in other important work being delayed.

Grants - If approved, grants to fund Planned Capital Projects (projects in a Council-approved Transportation Improvement Plan, Capital Improvement Plan, or Parks, Recreation, and Cultural Services Capital Facilities Plan), and for which there is no ongoing funding obligation beyond the life of the grant (example is staff salary), the proposed threshold would be up to a \$3 million City match. For example, a \$10 million grant to mitigate PFAS is offered to the City, but requires a 35% local match. Because that local match (\$3.5 million) is over the delegation threshold, this grant approval would come to Council. If instead the match was 25%, (\$2.5 million), then the City Manager could administratively accept this grant as a delegated authority from Council.

For non-Planned Capital Projects (such as for Fire, VPD, Community Development Block Grants, etc.) the threshold would match the existing procurement delegated authority of \$300,000 (chapter 3.05 VMC) because the project may or may not have been subject to the same type of long-term project planning as for Planned Capital Projects. Additionally, grants which obligate the City to future equipment and/or staffing must still obtain Council approval prior to applying for the grant.

Some grants require acceptance by Council through adoption of a resolution specific to that grant. Examples include aviation or Parks Recreation Conservation Office (RCO) grants. Staff will continue to present these to Council.

Loans – If approved, staff could apply for low-interest or forgivable loans in any amount, but approval of the loan agreement after award must still come from Council. This is because loans usually have a long life and can have interest payment consequences that Council may want to consider relative to other budgetary priorities.

Advantage(s)

This resolution would result in more efficient use of Council and staff time, resulting in increased stewardship of financial resources. It would also result in the City being able to timely apply for more grant opportunities.

Challenge(s)

None

Budget Impact

No direct budget impact, but would result in greater administrative efficiency.

Prior Council Review

None

Action Requested

On Monday, July 14, 2025, adopt the resolution delegating authority to the City Manager, or designee, to accept certain grants and loans.

Staff Contact

Aaron Lande, Program and Policy Development Manager, Cary Driskell, Assistant City Attorney, aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

Attachments:

1. Resolution

RESOLUTION NO. __-__

**A RESOLUTION DELEGATING AUTHORITY TO THE VANCOUVER CITY
MANAGER RELATING TO CERTAIN GRANTS AND LOANS**

WHEREAS, the City of Vancouver (City) regularly applies for and receives grants, forgivable loans, and/or low-interest loan funding from a variety of governmental and non-governmental entities to help fund programs, services, and projects benefiting the City; and

WHEREAS, the deadlines imposed by the granting/lending entity to apply for or accept funding are often constrained, which may not align with the process and timeline to prepare and present a request for approval to City Council at its regular meetings; and

WHEREAS, the preparation and presentation of requests for City Council approval relating to grants and loans requires significant staff time and resources that could otherwise be devoted to other priorities; and

WHEREAS, the City Manager has existing delegated procurement authority up to \$300,000 pursuant to Vancouver Municipal Code 3.05.090, as well as delegated authority to execute contracts obligating the City to provide indemnity; and

WHEREAS, the City Manager has existing authority to implement capital projects contained in the currently adopted Transportation Improvement Plan, in the utilities Capital Improvement Plan, and in the Parks, Recreation, and Cultural Services Capital Facilities Plan (collectively referred to herein as “Planned Capital Projects”) and for which City funds have been budgeted in the City’s biennial budget or will be in a future budget; and

WHEREAS, the City Council has determined that it is in the best interest of the City to delegate authority to the City Manager or designee to apply for and approve grants, as well as to apply for forgivable loans, or low-interest loans where the financial and other terms obligating the City are consistent with the City Manager's existing procurement and contracting authority, or where the grant will fund a Planned Capital Project; and

WHEREAS, this Resolution delegates authority and establishes criteria for when the City Manager or designee is required to seek City Council approval for acceptance of contractual terms for certain grants, forgivable loans or low-interest loans. This delegation does not replace any administrative grant review process established by the City Manager; and

WHEREAS, certain grant agreements require City Council approval through a motion or resolution. This Resolution does not change that requirement, and those grants will continue to come before City Council for consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. Delegation of Authority – Grants - The City Manager, on behalf of the City of Vancouver (City), is authorized to apply for and accept grants that do not commit the City to ongoing staffing or equipment obligations beyond the life of the grant and which meet the following criteria:

- a. General Grant Approval Criteria (Non-Planned Capital Projects): Grants to the City of \$1 Million or less that are not for a Planned Capital Project, where any required City matching funds are \$300,000 or less.

- b. Planned Capital Project Grant Approval Criteria: Grants to the City in any amount for a Planned Capital Project where any required City matching funds are \$3 million or less.
- c. Final Approval By City Council: Staff may apply for grants in excess of the thresholds established in this Resolution, but shall seek City Council approval before formally accepting such grants once an award notice or agreement has been issued by the granting entity.
- d. Specific Approval by City Council of Certain Grants: Certain grant agreements require approval by motion or resolution specific to that grant. This Resolution does not alter that requirement, and those agreements will continue to be presented to City Council for consideration.

Section 2. Delegation of Authority – Forgivable Loans and Low-Interest Loans - The City Manager, on behalf of the City, is authorized to apply for forgivable loans and/or low-interest loans that do not commit the City to ongoing staffing or equipment obligations beyond the life of the loan and meet the following criteria:

- a. Planned Capital Project Loan Approval Criteria: Forgivable loans and/or low-interest loans to the City in any amount for a Planned Capital Project.
- b. Final Approval By Council: Staff shall seek City Council approval before formally accepting all forgivable loans and/or low-interest loans once an award notice or agreement has been issued by the lending entity.

Section 3. Supersedes Prior Inconsistent Delegations – This Resolution supersedes any prior delegation of authority to the City Manager that is inconsistent with the authority granted by this Resolution.

Section 4. Effective Date - This Resolution shall be effective upon adoption.

Adopted this _____, of _____, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

A RESOLUTION advancing affordable housing; providing for approval of 2025 funding awards for Fourth Plain Affordable Homeownership Programs; and authorizing the City Manager to finalize and execute implementing agreements and other related documents on behalf of the City of Vancouver consistent with the Council-approved Fourth Plain Affordable Homeownership funding awards identified in this Resolution.

Staff Report: 154-25

To: Mayor and City Council
From: City Manager
Date: July 14, 2025

Subject

Resolution to Adopt Funding Awards for Fourth Plain Affordable Homeownership Programs

Key Points

- In 2021, the City allocated \$25 million from ARPA to the Fourth Plain For All Investment.
- \$500,000 of those funds were set aside for affordable homeownership programs, including home rehabilitation and homebuyer assistance, inside the Fourth Plain program area.
 - \$100,000 is recommended for award to the City's Home Rehab program.
 - \$200,000 is recommended for award to Proud Ground for downpayment assistance within a community land trust model.
 - \$200,000 is recommended for award to Evergreen Habitat for Humanity for downpayment assistance within a community land trust model.
- The recommended awards will result in the following outcomes in the Fourth Plain program area:
 - 6 mobile homes rehabilitated.
 - 8 homebuyers assisted in purchasing a home.

Strategic Plan Alignment

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

Present Situation

Fourth Plain For All (FPFA) is a City investment strategy to improve the portion of East Fourth Plain Boulevard known as Vancouver's 'international business district'—roughly between I-5 and I-205 in central Vancouver.

In 2021, the City received \$32.6 million from the American Rescue Plan Act (ARPA) and dedicated \$25 million to the Fourth Plain area. A community Investment Strategy Committee prioritized activities for this funding, including \$9.5 million for housing, and specifically \$500,000 for affordable homeownership, which was further broken down into \$100,000 for rehabilitation, and \$400,000 for down payment assistance and community land trusts. Vancouver City Council approved the FPFA Investment Strategy in November 2023.

In early 2024, when the new AHF levy began allowing homeownership assistance for households

earning up to 80% AMI, both Proud Ground and Habitat applied for and demonstrated capacity to use \$1M to support 20 homebuyers at \$50k per household. Due to limited funding, the City awarded each agency only \$500k to support 10 homebuyers. Since each agency demonstrated a need for additional funding, staff reached out to both to inquire about their ability to use an additional \$200k in ARPA funding to serve four additional 80% AMI households in the Fourth Plain program area. Both agencies indicated they had the ability to deploy this funding in this area within an approximate 12-month period. If approved, the additional funding award will be added to their existing AHF contracts.

The Housing Advisory Committee, a group of volunteer community members who review and score housing program applications, was briefed on the proposed plan at its May 9, 2025, meeting and expressed support, noting that it was reasonable, given Proud Ground and Habitat's demonstrated capacity to carry out the program and the funding shortfall from their earlier request. The City's Procurement team confirmed that issuing a new RFP was not necessary, as the award could be made based on the prior applications submitted.

Separately, \$100,000 will be allocated to the City's homeowner rehabilitation program to assist households in the Fourth Plain target area who have previously submitted applications to the City for home repairs. These applications had been on the City's waitlist for quite some time due to the high need for homeowner repair and the limited funding available. ARPA funding will be prioritized for repairs to mobile homes and is expected to serve approximately six households.

Below is a summary of the award recommendations:

Agency	Project	Recommended Award	Outcomes	Description
City of Vancouver	Homeowner Rehabilitation Program	\$100,000	6	Grants to repair mobile homes for Fourth Plain homeowners on the City's Rehabilitation waitlist
Proud Ground	Permanently Affordable Homeownership	\$200,000	4	Downpayment assistance to 80% AMI first-time homebuyers
Evergreen Habitat for Humanity	Clark County Homeownership Program	\$200,000	4	Downpayment assistance to 80% AMI first-time homebuyers

Advantage(s)

1. Supports six mobile home rehabilitations and eight first-time homebuyers in the Fourth Plain program area of Vancouver.
2. Preserves and improves existing affordable housing stock.
3. Increases homeownership opportunities for working families earning less than 80% AMI.
4. Promotes economic and neighborhood stability in the Fourth Plain area.
5. Leverages state funding to assist homebuyers in Vancouver.

Challenge(s)

1. Even with the downpayment assistance, agency partners and their homebuyers may struggle to find affordable homes available on the market in the program area.

2. Although this funding will assist six mobile homeowners, there will remain over 60 households on the homeowner rehabilitation waiting list.

Budget Impact

The \$500,000 for the recommended projects is part of funds dedicated for the Fourth Plain for All initiative and included in the adopted FY 25-26 budget. Budget is in the General Fund within EPH with a supporting transfer from ARPA 114.

Prior Council Review

None

Action Requested

On Monday, July 14, 2025, adopt a resolution for the proposed 2025 Fourth Plain Affordable Homeownership awards and authorize the City Manager, or designee, to finalize and execute implementing agreements.

Staff Contact

Ian Alger, Housing Project Planner, Ian.Alger@cityofvancouver.us

Attachments:

1. Presentation
2. Resolution



CITY OF
Vancouver
WASHINGTON

Fourth Plain - ARPA Homeownership Programs

Ian Alger, Associate Housing Project Coordinator

Fourth Plain For All

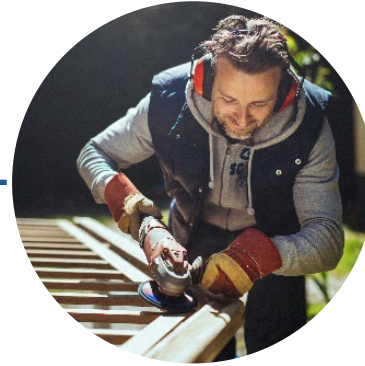
Investing in Our Future

November 2023

CITY OF
Vancouver



Homebuyer and Homeowner Programs



Homeowner
Rehabilitation



Homebuyer
Assistance -
Land Trust
programs

Homeowner Rehabilitation

\$100,000 ARPA



- Existing City program
- Fourth Plain manufactured homeowners on waiting list
- Grants up to \$20,000
- ~6 households served





Homebuyer Assistance

\$400,000 ARPA

- Proud Ground and Habitat
- 8 homebuyers served @ 80% AMI
- Buyer qualifies for mortgage and selects home in Fourth Plain
- ~\$100,000/property
 - \$50k ARPA
 - \$50k state match
- Home remains affordable at resale with land trust model



Questions?



7/14/2025

RESOLUTION NO. _____

A RESOLUTION advancing affordable housing; providing for approval of 2025 funding awards for Fourth Plain Affordable Homeownership Programs; and authorizing the City Manager to finalize and execute implementing agreements and other related documents on behalf of the City of Vancouver consistent with the Council-approved Fourth Plain Affordable Homeownership funding awards identified in this Resolution.

WHEREAS, the City of Vancouver received \$32.6 million from the American Rescue Plan Act (ARPA) in 2021 and allocated \$25 million to the Fourth Plain area, including \$500,000 for affordable homeownership through the Fourth Plain For All Investment Strategy approved by City Council in November 2023; and

WHEREAS, the Fourth Plain Community Investment Committee prioritized activities for this funding, including \$100,000 for rehabilitation and \$400,000 for homebuyer assistance; and

WHEREAS, Proud Ground and Evergreen Habitat for Humanity applied for \$1 million each in Affordable Housing Fund dollars in 2024 to provide homebuyer assistance using a community land trust model and were awarded only \$500,000 each due to limited funding availability; and

WHEREAS, both agencies confirmed their ability to deploy \$200,000 each in the Fourth Plain area, supporting a total of eight first-time homebuyers; and

WHEREAS, the Housing Advisory Committee supported awarding funding to both agencies; and

RESOLUTION - 1

WHEREAS, \$100,000 will be allocated to the City's homeowner rehabilitation program to assist six mobile home households in the Fourth Plain target area who have previously submitted applications to the City for home repairs.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Findings. The recitals set forth above and the information provided in Staff Report No. _____ accompanying this Resolution and dated July 14, 2025 are adopted as findings supporting the action of the City Council in adopting this resolution.

Section 2. Award Approval. The Fourth Plain Affordable Homeownership awards totaling \$500,000, attached hereto as Exhibit A and incorporated by reference, are hereby approved and adopted.

Section 3. Authorization. The City Manager is hereby authorized to finalize execute implementing agreements and other related documents on behalf of the City of Vancouver, consistent with the Council-approved Fourth Plain Affordable Homeownership funding awards set forth in Exhibit A.

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

Section 6. Effective Date. This resolution shall be effective immediately upon adoption.

Signed this _____ day of _____, 2025.

Anne McEnerny Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

RESOLUTION - 3

Exhibit A:
Fourth Plain Affordable Homeownership Awards

Agency	Project	Award	Outcomes	Description
City of Vancouver	Homeowner Rehabilitation Program	\$100,000	6 homes rehabbed	Grants to repair mobile homes for Fourth Plain homeowners on the City's Rehabilitation waitlist
Proud Ground	Permanently Affordable Homeownership	\$200,000	4 homebuyers assisted	Downpayment assistance to 80% AMI first-time homebuyers
Evergreen Habitat for Humanity	Clark County Homeownership Program	\$200,000	4 homebuyers assisted	Downpayment assistance to 80% AMI first-time homebuyers

AN ORDINANCE relating to management of the public rights-of-way, granting to Metro Fibernet, LLC and its affiliates (“Grantee”), a Nevada limited liability company (collectively “Parties”), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington (“City”), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

Staff Report: 155-25

To: Mayor and City Council
From: City Manager
Date: July 14, 2025

Subject

Right-of-way Telecommunications Franchise Agreement for Metro Fibernet LLC (Metronet)

Key Points

- The proposed franchise ordinance establishes the terms and conditions to construct and maintain telecommunications facilities within the City’s rights-of-way.
- This would be a 10-year, non-exclusive franchise which can be extended by mutual agreement of the parties for up to two additional five-year periods.

Strategic Plan Alignment

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

Present Situation

Metronet wishes to occupy and utilize portions of the City’s rights-of-way for the purpose of installing, maintaining, and operating a fiber broadband business. Cities cannot deny the grant of a franchise like this, but may require a permit or franchise for the use of its rights-of-way for telecommunications facilities pursuant to RCW 35.99.030. The City is precluded from charging a franchise fee for such use pursuant to RCW 35.21.860.

The proposed ordinance establishes the mandatory terms and conditions under which the franchisee must maintain and operate its telecommunications facilities within the rights-of-way. The City has granted several similar non-exclusive telecommunications franchises to different companies, and federal law requires that the franchise terms not put one or more other franchisees at a competitive disadvantage relative to other providers. As such, these franchises tend to be very similar over time.

City staff worked with Metronet to negotiate the terms of this proposed franchise ordinance in a way that balances local aesthetics, character, public health and welfare, and maintaining City control of its streets, while also gaining technological benefits and connectivity for the City’s residents and businesses to the greatest extent possible.

Advantage(s)

This proposed franchise would formalize the terms and conditions for Metronet’s use of the City’s rights-of-way.

Challenge(s)

Installation of new facilities can result in temporary disruptions for adjoining property owners. However, our right-of-way inspection team works with the fiber providers to minimize these disruptions.

Budget Impact

None

Prior Council Review

None

Action Requested

On Monday, July 14, 2025, advance ordinance on first reading, setting a date for second reading and public hearing on August 18, 2025.

Staff Contact

Aaron Lande, Program and Policy Development Manager, Cary Driskell, Assistant City Attorney, aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

Attachments:

1. Ordinance

ORDINANCE M - _____

AN ORDINANCE relating to management of the public rights-of-way, granting to Metro Fibernet, LLC and its affiliates (“Grantee”), a Nevada limited liability company (collectively “Parties”), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington (“City”), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

WHEREAS, RCW 35A.47.040 authorizes City to grant, permit, and regulate “nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for railroads and other routes and facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service”; and

WHEREAS, RCW 35A.47.040 further requires that “no ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city’s legislative body on the day of its introduction nor for five days thereafter, nor at any other than a regular meeting nor without first being submitted to the city attorney, nor without having been granted by

ORDINANCE - 1

Does not require codification

the approving vote of at least a majority of the entire legislative body, nor without being published at least once in a newspaper of general circulation in the city before becoming effective”; and

WHEREAS, Grantee is a telecommunication company that provides voice and data services to its customers; and

WHEREAS, Grantee has requested that the City grant it the right to install, operate, and maintain telecommunication Facilities within the Public Ways of the City for the purpose of offering Telecommunication Services to the public; and

WHEREAS, the City Council has the authority to grant franchises for the use of its Public Ways pursuant to RCW 35A.47.040, RCW 35.22.280 and chapter 35.99 RCW; and

WHEREAS, this Franchise is being granted more than five days after its introduction, at a regular meeting by at least a majority of the entire Council, and has been reviewed by the City Attorney’s Office, all pursuant to RCW 35A.47.040; and

WHEREAS, this Franchise is being approved at least 30 days after its introduction pursuant to Vancouver Charter Section 2.12; and

WHEREAS, the Council finds that the grant of the Franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public, and protects the health, safety, and welfare of the citizens of this City.

NOW, THEREFORE, the City Council of the City of Vancouver, Clark County, Washington, ordains as follows:

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations have the meanings ascribed to them below. When not inconsistent with

ORDINANCE - 2

Does not require codification

the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

“Abandoned Facilities” means Facilities which have not been used to provide Telecommunication Services for a period of at least 90 days.

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

"City" means the City of Vancouver, Washington, and either or both, as applicable, the person designated by the City.

“Construction” or “Construct” shall mean constructing, boring, digging, excavating, laying, testing, operating, extending, upgrading, renewing, removing, replacing, and repairing a Facility.

“Day” means a 24-hour period beginning at 12:01 a.m. If a thing or act is to be done in less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation of time.

“Effective Date” means the date the last party signs this Franchise.

“Facilities” means any of the plant, equipment, fixtures, appurtenances, antennas, and other facilities owned or operated by Grantee which are necessary to furnish and deliver Telecommunication Services, including but not limited to poles with crossarms, poles without crossarms, wires, lines, conduits, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental

ORDINANCE - 3

Does not require codification

to the distribution and use of Telecommunication Services in the Public Ways. The abandonment by Grantee of any Facilities as defined herein shall not act to remove them from this definition.

"FCC" means the Federal Communications Commission or any successor governmental entity.

"Franchise" (sometimes referred to as Ordinance) means the legal document issued by the City which grants rights to Grantee to construct, maintain, and operate its Facilities in the Public Way to provide Telecommunication Services.

"Grantee" means Metro Fibernet, LLC and its affiliates, a limited liability company licensed to do business in Washington, or its lawful successor, transferee, or assignee.

"Hazardous Substances" shall have the same meaning as RCW 70.105D.020(10).

"Indefeasible Right of User Interest" or "IRU" means a form of acquired capital in a telecommunication system in which the holder of the interest possesses a right to use the Facilities for the purpose of providing Telecommunication Services, but not the right to control, maintain, construct, or revise the Facilities.

"Permittee" means a person or entity who has been granted a permit by the City.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" means the surface of, and any space on, above or below, any street, public right-of-way, or utility easement for which the City now or in the future holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Facilities. Public Way shall not mean utility easements

ORDINANCE - 4

Does not require codification

dedicated for a specific utility system or systems and not specifically identifying telecommunication as a permitted use within the easement.

"Service Area" means the present municipal boundaries of the City and includes any additions by annexation or other legal means.

"Subscriber" or "Customer" means a Person who lawfully receives Telecommunication Service from Grantee with Grantee's express permission.

"Telecommunication Services" means any telecommunication service pursuant to RCW 35.99.010(7), excluding cable television service pursuant to RWC 35.99.010(1) and further excluding personal wireless services pursuant to RCW 35.99.010(4), provided by Grantee over its Facilities, either directly or as a carrier for its subsidiaries, Affiliates, or customers.

Section 2. Authority Granted. City grants to Grantee a Franchise to install, construct, operate, maintain, replace and use all Facilities in, under, on, across, over, through, along or below the Public Ways of the City for the purpose of providing Telecommunication Services, as approved under City permits issued pursuant to this Franchise or the Vancouver Municipal Code.

Section 3. Term of Franchise. The Term of this Franchise shall be for 10 years beginning on the Effective Date. This Franchise may be renewed for two additional five-year terms. If Grantee desires to renew, Grantee shall notify City not later than 180 days prior to the expiration of this Franchise of its desire to renew or affirmatively respond to notice of expiration that the City shall provide to Grantee prior to the expiration of the Franchise. City shall respond to the request for the renewal not later than 120 days prior to the expiration date, and may request renegotiation, addition, or deletion of any term at that time. If Grantee does not request renewal or respond to

ORDINANCE - 5

Does not require codification

the City's expiration notice, this Franchise shall be deemed terminated. Any renewal must be approved by ordinance of the City Council.

Section 4. Revocation. This Franchise may be revoked by the City Council by subsequent ordinance in the event Grantee fails to cure a material default after 30 days prior written notice and demand to comply with any term of this Franchise and such default is not cured within 30 days (or, if such default is not curable within 30 days, if the Grantee fails to commence such cure within 30 days), but the City shall have no obligation to do so. No forbearance by City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of City's right to enforce the term.

Section 5. Recovery of Costs; Taxes.

5.1 Grantee shall reimburse the City for all costs of one publication of a summary of this Franchise in the City's official newspaper, any required legal notices prior to any public hearing regarding this Franchise, and all permit and inspection fees associated with activities undertaken through this Franchise or under City Code, all pursuant to RCW 35.21.860.

5.2 City may recover from Grantee any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon City and Grantee's agreement that either Grantee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6), or Grantee's Telecommunication Services fall within the definition of "telephone business" in RCW 82.16.010. As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. The City reserves its right to impose a fee on Grantee to the extent authorized by law, for purposes other than to recover its administrative

ORDINANCE - 6

Does not require codification

expenses, in the event that statutory prohibitions on the imposition of such fees are removed, or Grantee no longer falls within the definition of “service provider” in RCW 35.99.010(6) and Grantee’s Telecommunication Services fall outside the definition of “telephone business” in RCW 82.16.010. Under those circumstances, the City also reserves its right to require that Grantee obtain a separate franchise for its change in use, which may include provisions intended to regulate Grantee's operations. Nothing in this Franchise shall limit the City’s right of taxation as authorized by current or future law.

Section 6. Non-Exclusivity. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises or permits in any Public Ways. The grant of this and other franchises shall, in no way, prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them.

Section 7. Relocation of Facilities.

7.1 City shall have prior and superior right to the use of its Public Ways and other public properties for installation and maintenance of its facilities and for other governmental purposes. City retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacation of the same as City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways and other public properties of every type. Any removal or replacement of Grantee’s Facilities shall be at the sole expense of Grantee unless otherwise required by RCW 35.99.060. If Grantee fails to remove, adjust, or relocate its Facilities by the date established in the City’s written notice to Grantee and consistent with RCW 35.99.060, City may cause and/or effect the removal, adjustment, or relocation, and the

ORDINANCE - 7

Does not require codification

expense shall be paid solely by Grantee. Grantee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same Public Way upon approval by City, any portion of its Facilities required to be temporarily disconnected or removed.

7.2 If the City determines that the public project necessitates the relocation of Grantee's then-existing Facilities, City shall:

7.2.1 At least 60 days prior to the commencement of the improvement project provide Grantee with written notice requiring such relocation; and

7.2.2 Provide Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Grantee's Facilities so that Grantee may relocate them in other Public Ways to accommodate the public improvement project.

7.2.3 After receipt of such notice and such plans and specification, Grantee shall complete relocation of its Facilities at no charge or expense to City to accommodate the improvement project pursuant to RCW 35.99.060(2).

7.3 Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to City written alternatives to such relocation, or request an extension for good cause which the City will endeavor to respond to in due haste. City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the Facilities. If requested by City, Grantee shall submit additional information to assist City in making such evaluation. City shall give each alternative proposed by Grantee full and fair consideration. In the event City ultimately determines that there

ORDINANCE - 8

Does not require codification

is no other reasonable alternative, Grantee shall relocate its Facilities as otherwise provided in this Section.

7.4 The provisions of this Section shall not preclude or restrict Grantee from making any arrangements it deems appropriate when responding to a request for relocation of its Facilities by any person or entity other than City where the Facilities to be constructed are not or will not become City owned, operated, or maintained facilities provided that such arrangements do not delay a City construction project without prior written City approval.

7.5 If the City, a contractor for City, or other third-party utility provider with facilities located in the Public Ways is delayed at any time in the progress of their work by an act or neglect of Grantee or those acting for or on behalf of Grantee, then Grantee shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all third-party claims, injuries, damages, losses or suits including attorneys' fees to the extent arising out of or in connection with such delays, except for delays and damages caused by City. This provision may not be waived by the Parties except in writing.

Section 8. Non-Interference with Existing Facilities.

8.1 The owners of all utilities, public or private, installed in or on Public Ways properties prior to the installation of Grantee's Facilities, shall have preference as to the positioning and location of such utilities so installed with respect to Grantee. Such preference shall continue when relocating or changing the grade of any public properties, in the sole discretion of City.

8.2 Grantee's Facilities shall be constructed and maintained in a manner as to not interfere with any public use, or with any other pipes, wires, conduits, or other facilities that may have been

ORDINANCE - 9

Does not require codification

laid in the Public Ways or under City's authority. If Grantee's work under this Franchise damages or interferes in any way with the public use or other facilities, the Grantee shall wholly and at its own expense eliminate the interference or damage to the satisfaction of City.

Section 9. Movement of Grantee's Facilities for Others. Whenever any third-party has obtained permission from City to use any Public Way for moving any oversized load, upon at least 14 days' written notice from City, Grantee shall move any of Grantee's Facilities that may obstruct the movement of the oversized load; provided, that the third party desiring to move the oversized load shall pay and/or reimburse all such expenses, and the path for moving the oversized load should be the path of least interference to Grantee's Facilities as determined by City. Upon good cause shown by Grantee, City may require more than 14 days' notice to Grantee to move its Facilities.

Section 10. Acquiring New Facilities. Upon Grantee's acquisition of any new Facilities in the Public Ways, or upon any addition or annexation to City of any area in which Grantee retains any such Facilities in the Public Ways, Grantee shall submit to City a written statement describing all Facilities involved, whether authorized by franchise or any other form of prior right and specifying the location of all such Facilities. Unless already subject to an existing agreement with the City, such Facilities shall immediately be subject to the terms of this Franchise.

Section 11. Abandoned Facilities.

11.1 Grantee shall remove any Abandoned Facilities within 60 days of the end of their use for Telecommunication Services purposes unless City agrees otherwise in writing to delay removal due to weather conditions, not to exceed 180 days.

ORDINANCE - 10

Does not require codification

11.2 Grantee shall immediately remove any Abandoned Facility which poses a hazard to the health, safety, or welfare of the public, or the Abandoned Facility has collapsed, broke, or otherwise failed.

11.3 The expense of the removal and restoration of the Public Ways damaged by the Facility or by its removal process shall be Grantee's sole responsibility. If Grantee fails to remove the Abandoned Facilities as required, then City may incur costs to remove the Abandoned Facilities, restore the Public Ways, and is entitled to reimbursement from Grantee for all costs.

Section 12. Removal of Facilities at End of Franchise. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Grantee shall remove all Facilities from the Public Ways within 60 days. If Grantee fails to do so, the City may remove the Facilities and will be entitled to full reimbursement for all reasonable and documented costs from Grantee for the removal.

Section 13. Undergrounding of Facilities.

13.1 In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires, and cables have been placed underground, Grantee shall not be permitted to erect poles or to run or suspend Facilities unless required to do so by City, but shall lay such wires, cables, or other Facilities underground in the manner specified by City.

13.2 Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, Grantee shall underground its Facilities as specified by City. The location of any relocated and underground Facilities is subject to approval by City.

ORDINANCE - 11

Does not require codification

Grantee is encouraged to contact and negotiate with other affected utilities so that all costs for common trenching, common utility vaults, and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all utilities involved in the undergrounding project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as adopted or amended.

Section 14. Construction Standards.

14.1 All work authorized and required by this Franchise shall comply with all generally applicable federal, state, and local regulations, laws, and practices. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agents. Application of this Section fulfills the City's public trustee role in administering the primary use and purpose of public properties, and not for relieving Grantee of any duty, obligation, or responsibility for the competent design, construction, maintenance, and operation of its Facilities. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agencies. Applicable laws include, but are not limited to:

Chapter 11.50 VMC - Utilities in the Right-of-Way;

Chapter 11.60 VMC - Street Use Permits;

Chapter 11.80 VMC - Street and Development Standards;

Chapter 11.90 VMC - Construction in the Right-of-Way;

Chapter 12.04 VMC - Street Trees;

Chapter 19.122 RCW - Underground Utilities (One-Call System)

ORDINANCE - 12

Does not require codification

RCW 58.09.130 - Monuments Disturbed by Construction Activities

14.2 If Grantee plans or is required to excavate trenches pursuant to this Franchise, Grantee shall notify City so it can permit other franchisees and utilities to share such excavated trenches, provided that such joint use shall not unreasonably delay Grantee's work and such joint use shall not adversely affect Grantee's Facilities or the safety thereof. Joint users will be required to contribute to the costs of excavation and filling on a pro-rata basis.

Section 15. Restoration after Construction or Damage. Grantee shall, after installation, construction, relocation, maintenance, removal, or repair of its Facilities, restore the Public Ways, land surveyor monuments, and any other City-owned property which may be disturbed by the work to at least the same condition that it was in immediately prior to any such work by Grantee, reasonable wear and tear excepted. City shall have final approval of the condition of such Public Ways and City-owned property after restoration. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage done by Grantee to City facilities for the life of the Franchise. Grantee also agrees to restore all other existing facilities and/or property damaged by Grantee's work, at its sole cost and expense.

Section 16. Emergency Work by Grantee - Permit Waiver. In an emergency in which Grantee's Facilities breaks, is damaged, or if Grantee's construction area is otherwise in a condition to pose an imminent risk to life, health, or safety of any person or property, Grantee shall immediately take proper emergency measures to repair its Facilities, and to cure or remedy the

ORDINANCE - 13

Does not require codification

dangerous conditions in order to protect the life, health, or safety of individuals or property without first applying for and obtaining any permit required by the Vancouver Municipal Code or this Franchise. However, this shall not relieve Grantee from the requirement of immediately notifying City of the emergency work by phone or email, and applying for any permits necessary after the emergency work, not later than the second succeeding day during which the City's Public Works and Permitting offices are open for business.

Section 17. Dangerous Conditions, Authority for City to Abate.

17.1 Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public or City-owned property, City may direct Grantee, at Grantee's sole expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include a compliance schedule set by City.

17.2 In the event Grantee fails or refuses to promptly take the actions directed by City, or if emergency conditions exist requiring immediate action, City may take any actions necessary to protect the public, the Public Ways, City property, third-party property, or other actions in the judgment of City to be necessary safety precautions and Grantee shall be solely liable for any actual and documented costs.

17.3 City retains the right to move or remove any Facilities in the Public Ways as City determines necessary and appropriate in response to any public health or safety emergency.

Section 18. Performance Bond Relating to Construction Activity.

ORDINANCE - 14

Does not require codification

18.1 Before undertaking any work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Franchise, whether by Grantee or a third-party that Grantee contracts with to perform the work, Grantee shall furnish to the City a performance bond executed by Grantee and a corporate surety, authorized to operate a surety business in the State of Washington, in the amount of \$25,000 to ensure performance of Grantee's obligations under this Franchise.

18.2 The performance bond shall be conditioned to require that Grantee observe all the covenants, terms, conditions, and obligations of this Franchise, including to repair or replace any defective work or materials discovered in the City's Public Ways. This bond shall remain in effect for the life of this Franchise and is intended to replace the need to get a separate performance bond for each individual project by Grantee. In the event Grantee proposes to construct a project for which this bond would not financially ensure performance of Grantee's obligations under this Franchise, City is entitled to require a larger bond as may be appropriate under the circumstances.

Section 19. Street Vacation. City may vacate any public road, right-of-way, or other City property subject to this Franchise. If City vacates any portion of the area in which Facilities are located, City shall not be liable for any damages or loss to Grantee by reason of the street vacation. Grantee shall remove its Facilities from any vacated right-of-way unless such vacation provides for the continuing right of the Facilities to exist within the vacated area. Any relocation of Facilities resulting from a street vacation shall require a minimum of 180 days' notice as provided for in Section 37 (Notice).

ORDINANCE - 15

Does not require codification

Section 20. Limitation on Future Work. When City constructs a new street or reconstructs an existing street, Grantee shall be subject to applicable regulations relating to when street cuts and excavations may occur.

Section 21. Reservation of Rights by City.

21.1 City reserves the right to reasonably refuse any request for a permit to extend Facilities on a non-discriminatory basis. Any such refusal shall be supported by a written statement from City that extending the Facilities, as proposed, would be detrimental to the public health, safety, or welfare.

21.2 City shall always have the authority to control by appropriate regulation the location, elevation, manner, or construction and maintenance of any Facilities by Grantee, and Grantee shall promptly conform with all such regulations unless compliance would cause Grantee to violate other legal requirements.

Section 22. Safety. All of Grantee's Facilities shall be constructed and maintained in a safe and operational condition. Grantee shall follow all safety codes and other applicable regulations in the installation, operation, and maintenance of its Facilities.

Section 23. Emergency Response. Grantee shall, within 30 days of the execution of this Franchise, designate one or more responsible people and identify emergency 24-hour on-call personnel and the procedures to be followed when responding to an emergency. After being notified of an emergency, Grantee shall cooperate with City to immediately respond to aid in the protection the health and safety of the public.

ORDINANCE - 16

Does not require codification

Section 24. Hazardous Substances. Grantee shall comply with all applicable federal, state and local laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Facilities. Grantee agrees to indemnify City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by City arising out of the release or threat of release of hazardous substances caused by Grantee's ownership or operation of its Facilities.

Section 25. Environmental. Grantee shall comply with all environmental protection laws, rules, recommendations, and regulations of the United States and the State of Washington, and their various subdivisions and agencies as adopted or amended and shall indemnify and hold City harmless from any damages arising from Grantee's noncompliance with any such laws, rules, recommendations, or regulations, whether Grantee's acts or activities were intentional or unintentional. Grantee shall further indemnify City against all losses, costs, and expenses (including legal expenses) which City may incur arising from the requirement of any government or governmental subdivision or agency to clean and/or remove any pollution caused or permitted by Grantee, whether the requirement is during the term of the Franchise or after its termination.

Section 26. Utility Poles. The Parties acknowledge that any poles which Grantee desires to use for its Facilities are owned by a third-party or parties, and Grantee has entered or will enter into an agreement with the third-party or parties for use of those poles.

Section 27. Insurance.

27.1 Grantee shall maintain liability insurance for all claims for damages to the City, persons, or property that arise from Grantee's performance during this Franchise. Grantee shall maintain at least the following insurance coverage:

ORDINANCE - 17

Does not require codification

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability.	
Each Occurrence	\$2,000,000
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. Umbrella Liability	
Per Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

27.2 In addition to the above coverage and limits, Grantee's insurance shall include:

27.2.1 Additional Insured. The City, its agents, representatives, officers, elected and appointed officials, and employees shall be named as an additional insured on Grantee's Commercial General Liability policy. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 26, and applied on a blanket basis.

27.2.2 Stop Gap. Either the Commercial General Liability or the Workers' Compensation policy shall be endorsed to include "Washington Stop Gap"

ORDINANCE - 18

Does not require codification

insurance. The limits and aggregates referenced shall apply to the Stop Gap coverage as well and indicated on the Certificate.

27.2.3 Employment Security. Grantee 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.

27.2.4 The City shall be listed on the Certificate as the Certificate Holder.

27.2.5 Coverage Trigger. The insurance must be written on an “occurrence” basis and must be indicated on the Certificate.

27.3 Grantee shall provide evidence of all insurance required when requested by City by submitting an insurance certificate to the City on a standard “ACORD” or comparable form.

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

Section 28. Indemnification and Waiver.

28.1 Grantee releases and covenants not to bring suit and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from all claims, costs, judgments, awards, or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

28.1.1 Arising out of the acts or omissions of Grantee, its agents, servants, officers or employees or the construction, placement, operation, or maintenance of its Facilities; or

28.1.2 Based on City's inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized in the Public Ways or property over which City has control pursuant to this Franchise, or pursuant to any other permit or approval issued in connection with this Franchise.

ORDINANCE - 19

Does not require codification

28.2 The provisions of Section 28.1 shall apply to claims by Grantee's own employees and the employees of the Grantee's agents, representatives, contractors, and subcontractors to which Grantee might otherwise be immune pursuant to Title 51 RCW.

28.3 Inspection or acceptance by City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. These indemnification obligations shall extend to claims which have not yet been filed and any claims which may be compromised with Grantee's consent prior to the initiation or culmination of any litigation. City has the right to defend or participate in the defense of any claim and has the right to approve any settlement or other compromise of any claim, provided, Grantee shall not be liable for a settlement or other compromise unless it has consented to it.

28.4 Grantee's obligations under this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, and expenses were caused by the proportionate negligence or willful misconduct of City. If a court with jurisdiction determines this Franchise is subject to the provisions RCW 4.24.115, the Parties agree that these indemnity provisions shall be deemed amended to conform to that statute and liability shall be allocated accordingly.

28.5 Notwithstanding any other provision of this Section, Grantee assumes the risk of damage to its Facilities located in the Public Ways from activities conducted by City, its officers, agents, employees, and contractors and releases and waives any such claims against City, its officers, agents, employees, and contractors, except to the extent any such damage or destruction or related claim is caused by or arises from the negligent, willful, or malicious action on the part

ORDINANCE - 20

Does not require codification

of City, its officers, agents, employees, or contractors. Grantee further agrees to indemnify, hold harmless, and defend City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Grantee's Facilities as the result of any interruption of service due to damage or destruction of Grantee's Facilities caused by or arising out of activities conducted by City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of City, its officers, agents, employees or contractors.

Section 29. Maps and Records Required. Grantee shall provide City at no cost:

29.1 A route map that depicts the general location of Grantee's Facilities placed in the Public Way. The route map shall identify Facilities as aerial or underground and is not required to depict cable types, number of fibers or cables, electronic equipment, or service lines to individual subscribers. Grantee shall also provide an electronic format of the aerial/underground telecommunications facilities in relation to the Public Way centerline reference to allow City to add this information to the City's Geographic Information System ("GIS") program. GIS information shall be delivered to City by December 1, except as allowed in Section 29.4.

29.2 In addition to Section 29.1, City may request that Grantee provide Facility-specific information as needed for specific projects to avoid harm to Grantee's Facilities. To the extent such requests are limited to specific Facilities at a given location in connection with any City construction project, Grantee shall provide to City upon request with reasonable notice, copies of available drawings in use by Grantee showing the location of its Facilities. Grantee shall field locate its Facilities to facilitate design and planning of City projects.

ORDINANCE - 21

Does not require codification

29.3 Upon written request of City, Grantee shall provide City with the most recent update available of any plan to install additional Facilities. Any documents provided to City pursuant to Section 29.3 shall be deemed confidential and for informational purposes only and shall not obligate Grantee to undertake any specific improvements.

29.4 In addition to the requirements of Section 29.1, the Parties agree to periodically share GIS files upon written request, provided Grantee's GIS files are to be used solely by City for governmental purposes. Any files provided by City to Grantee shall be restricted to information necessary for Grantee's engineering needs for construction or maintenance of Facilities. Grantee is prohibited from selling or transferring City GIS information to any third parties.

Section 30. Public Record Act Compliance. Any public record relating to this Franchise may be subject to inspection and copying pursuant to Washington's Public Record Act, chapter 42.56 RCW. City will provide Grantee a copy of a public record request that seeks to inspect or copy a "writing" as defined in RCW 42.56.010 relating to this Franchise prior to allowing any inspection and/or copying of the documentation/information. Additionally, City will request production of any responsive records Grantee may have in its possession. City will inform Grantee of the records it plans to disclose to the requestor. If Grantee disagrees with City's determination of disclosure/nondisclosure and timely notifies City of the same, City agrees to withhold release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Grantee an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended. If Grantee seeks judicial protection, Grantee will be

ORDINANCE - 22

Does not require codification

solely responsible for its related attorney fees and costs. City shall not be liable for any loss or damage resulting from a release of records so long as City acted in good faith in releasing the records.

Section 31. Modification. City and Grantee reserve the right to modify the terms of this Franchise upon the written agreement of both Parties. Any modification(s) shall be by ordinance of the City Council and accepted by the Grantee.

Section 32. Survival. All provisions, conditions, and requirements of this Franchise shall be in addition to all other obligations and liabilities Grantee may have to the City at common law or by statute. In the event any Facilities are left in the Public Ways following the expiration or termination of this Franchise, then the provisions and requirements of Sections 7 (Relocation of Facilities), 8 (Non-Interference with Existing Facilities), 9 (Movement of Grantee's Facilities for Others), 11 (Abandoned Facilities), 12 (Removal of Facilities at End of Franchise), 14 (Construction Standards), 15 (Restoration after Construction or Damage), 16 (Emergency Work by Grantee), 17 (Dangerous Conditions – Authority for City to Abate), 22 (Safety), 24 (Hazardous Substances), 25 (Environmental), 28 (Indemnification), 33 (Severability), 34 (Assignment), 35 (Choice of Law), 36 (Remedies), and 37 (Notice) shall survive the expiration or termination of this Franchise, and any renewals or extensions remain effective until Grantee removes its Facilities from the Public Ways or transfers ownership of its Facilities to a third party. All provisions, conditions, regulations, and requirements in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of Grantee. All privileges, obligations, and liabilities of Grantee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

ORDINANCE - 23

Does not require codification

Section 33. Severability. If a court with jurisdiction over the matter determines any clause of this Franchise 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 Franchise will remain in full force and effect.

Section 34. Assignment.

34.1 This Franchise may not be assigned or transferred without the written approval of City, which shall not be unreasonably withheld or delayed, except Grantee may, without prior consent or notice to City, freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated entity or as part of any corporate financing, reorganization, refinancing, or sale to any party who acquires all or substantially all of Grantee's assets or equity. In the event a transfer or assignment of Grantee's ownership is approved by the Washington Utilities and Transportation Commission ("UTC"), City will be deemed to have consented to the transfer. Grantee shall provide City with a copy of any UTC approval. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, consent shall not be required unless and until the secured party elects to realize upon the collateral. Grantee shall provide prompt, written notice to City of any such assignment.

34.2 Grantee may, in addition and without the prior written consent of City:

34.2.1 Lease the Facilities or any portion thereof to another Person, provided, the other Person shall obtain a City franchise;

34.2.2 Grant an Indefeasible Right of User Interest in the Facilities, in whole or in part, to another Person; or

34.2.3 Offer or provide capacity or bandwidth in its Facilities to another Person;

ORDINANCE - 24

Does not require codification

Provided, that Grantee retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of this Franchise.

Section 35. Choice of Law. Any litigation between City and Grantee arising under or regarding this Franchise shall occur in Clark County Superior Court if a state action, and in the United States District Court, Western District of Washington if a federal action. Each Party shall pay their own costs and attorney fees.

Section 36. Remedies. Remedies under this Franchise are cumulative; exercise of one remedy will not exclude or waive any other remedy.

Section 37. Notice. Any notice or information to be given to the Parties under this Franchise may be sent to the following addresses unless otherwise specified in writing:

City:

City Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Grantee:

Metro Fibernet, LLC
Attn: Director of Permitting
3701 Communications Way
Evansville, IN 47715

with an additional copy to:

Metro Fibernet, LLC
Attn: Legal
11880 College Boulevard, Ste.100
Overland Park, KS 66210

Notice is effective upon receipt in the case of personal delivery, three days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery by a nationally recognized overnight delivery service.

ORDINANCE - 25

Does not require codification

Section 38. Entire Agreement. This Franchise constitutes the entire agreement between the Parties and no other agreements or understandings, written or otherwise, shall be binding upon the Parties upon approval and acceptance of this Franchise. This Franchise shall also supersede and cancel any previous right or claim of Grantee to occupy the City's Public Ways

Section 39. Acceptance. Within 60 days after the passage and approval of this Ordinance, this Franchise may be accepted by Grantee by providing the City Clerk its written acceptance. Failure by Grantee return a fully executed Franchise within the 60 days shall be deemed a rejection of the terms and this Ordinance shall have no legally binding effect.

Section 40. Effective Date. Subject to compliance with Section 39 for acceptance of the terms of the Franchise, this Ordinance shall become effective five days from and after its final passage by the Vancouver City Council and publication of a summary of the Ordinance pursuant to City Charter.

SIGNED this _____ day of _____, 2025.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

ORDINANCE - 26

Does not require codification

Accepted by _____:

By: _____
Name and official capacity

Grantee, _____, for itself, its successors, and assigns, accepts all terms and conditions of the foregoing Franchise.

In witness whereof, _____ has signed this _____th day of _____, 2025.

Notary Public in and for the state of _____
Residing in _____
My commission expires _____

ORDINANCE - 27
Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE relating to management of the public rights-of-way, granting to Metro Fibernet, LLC and its affiliates, a limited liability company, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon along, and across public rights-of-way of the City of Vancouver, Washington, prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 28

Does not require codification

To: Mayor and City Council
From: City Manager
Date: July 14, 2025

Subject

Approval of Claim Vouchers

Action Requested

Approve claim vouchers for July 14, 2025.

Attachments:

1. July 14, 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:

\$ 8,394,945.81 this 14th day of July 2025.

MAYOR

COUNCILMEMBER

Cyndi A. Turner Digitally signed by Cyndi A. Turner
Date: 2025.07.07 17:23:08 -07'00'

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
June 30, 2025 - July 07, 2025	Accounts Payable Checks (see attached)	\$ 7,812,253.85
June 30, 2025 - July 07, 2025	Hansen City Payments (see attached)	\$ 529,705.80
June 30, 2025 - July 07, 2025	Visa Refunds (see attached)	\$ 3,868.50
June 30, 2025 - July 07, 2025	Payroll Checks (see attached)	\$ 49,117.66
TOTAL		\$ 8,394,945.81

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>
Miscellaneous Payment	Check	26048	7/2/2025	2,094.46	ATLAS MECHANICAL INC	MPE-372258(job site: 417 SE Olympia Drive, Vancouver WA)
Miscellaneous Payment	Check	26049	7/2/2025	2,599.61	CSM in trust for United Services Automobile Association (A Reciprocal Inter-Insurance Exchange)	Claim Payment - DOI: 01/29/2025 - RISK
Miscellaneous Payment	Check	26050	7/2/2025	484.02	Michael Billups	Impound Judgment - 25I000025 CV
Miscellaneous Payment	Check	26051	7/2/2025	7,784.64	Pacific Siteworks, LLC	Teresa A Flury (406 SE 156th Ave) Invoice # 1762
Miscellaneous Payment	Check	26052	7/2/2025	31.00	Riviera Electric LLC	MPE-373616 (job site: 200 W 29TH ST VANCOUVER WA 98660)
Miscellaneous Payment	Check	26053	7/2/2025	200.00	Vadim Feytser on behalf of Angelina Zahariia	Claim Payment - DOI: 06/09/2025 - Risk
Ad Hoc Payment	Check	26054	7/2/2025	338.36	Asma Sattar or Muhammad Ulhaq	16009 NE 72ND CIR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	26055	7/2/2025	150.00	Blagg,Cameron or Samon	123 HYDRANT AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	26056	7/2/2025	172.14	Boling,Elizabeth	13516 NE 72ND ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	26057	7/2/2025	71.16	Breitenbauch,Eveynn or Trista	15912 NE 1ST CIR ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	26058	7/2/2025	1,889.58	Castro,Ismael	2606 E 25TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	26059	7/2/2025	115.61	Chan,Kristi	3541 SE 198TH AVE ,CAMAS,WA,98607
Ad Hoc Payment	Check	26060	7/2/2025	217.00	David Portney or Yukari Taguchi	1304 NE 146TH AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	26061	7/2/2025	160.60	Dawson,Brian or Christina	6007 NE 54TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	26062	7/2/2025	200.00	Dowdy,Farron	4918 NE 54TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	26063	7/2/2025	115.96	Greene,Ryan	5264 NE 121ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	26064	7/2/2025	45.41	Hogaboom,Jeremy or Alicia	3901 SE 183RD AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	26065	7/2/2025	174.08	Jellison,Linda K	5608 NE 44TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	26066	7/2/2025	151.88	Jones,Gonul	313 SE 148TH AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	26067	7/2/2025	51.80	Joseph or Kimberly Ray	401 SE 102ND AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	26068	7/2/2025	139.10	Kevin Bradley Davis	5207 NE 85TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	26069	7/2/2025	295.79	Key,Lynnette	3211 SE 197TH CT ,CAMAS,WA,98607
Ad Hoc Payment	Check	26070	7/2/2025	262.25	Kyong Ho Chong or So Yeon Chong	8516 NE 60TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	26071	7/2/2025	139.00	Maloney,Virginia	2106 NE 96TH CT ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	26072	7/2/2025	24.98	Martel,Douglas	1901 E EVERGREEN BLVD ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	26073	7/2/2025	3.12	Meyer,Charmaine	5800 NE 41ST CIR ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	26074	7/2/2025	15.78	Orr,Judith A	16510 NE 66TH WAY ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	26075	7/2/2025	868.90	Patterson,Mary	10212 NE 160TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	26076	7/2/2025	114.00	R Gage	619 NE PINEBROOK AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	26077	7/2/2025	229.64	Royal View Estates LLC	2323 NE GENERAL ANDERSON AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	26078	7/2/2025	118.65	Schmeits,Linda D	2323 GENERAL ANDERSON ,VANCOUVER,WA,98660

*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	26079	7/2/2025	750.31	Scott,Chelsea or Jonathan	16611 NE 93RD WAY .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26080	7/2/2025	140.71	Smith,Nancy	7003 NW DOGWOOD DR .VANCOUVER,WA,98663
Ad Hoc Payment	Check	26081	7/2/2025	134.45	Strode,Kori or Jason	13519 NE 96TH ST .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26082	7/2/2025	63.99	Timmons,Oona or Jeremiah	17013 NE 78TH WAY .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26083	7/2/2025	1,615.93	Victor Crusillos or Mayra Lagunas	2606 E 25TH ST .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26084	7/2/2025	30.22	William or Anne Stewart	15506 NE 12TH ST .VANCOUVER,WA,98684
Ad Hoc Payment	Check	26085	7/2/2025	759.81	Williams,Charlotte	516 N KNOXVILLE WAY .VANCOUVER,WA,98664
Supplier Payment	Check	26086	7/2/2025	2,025.00	Afghan Associates Inc	
Supplier Payment	Check	26087	7/2/2025	84.00	Airgas, Inc	
Supplier Payment	Check	26088	7/2/2025	3,472.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	26089	7/2/2025	278.80	American Sani-Can	
Supplier Payment	Check	26090	7/2/2025	1,035.00	Arborscape Ltd Inc	
Supplier Payment	Check	26091	7/2/2025	4,522.50	Ashley Lichtle	
Supplier Payment	Check	26092	7/2/2025	8,590.45	AT & T Mobility National Accounts LLC - Remit-To: AT & T Mobility	
Supplier Payment	Check	26093	7/2/2025	907.65	Bounce-N-Battle LLC	
Supplier Payment	Check	26094	7/2/2025	450.00	Briann Dunevant	
Supplier Payment	Check	26095	7/2/2025	3,649.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	26096	7/2/2025	334.00	California State Disbursement Unit	
Supplier Payment	Check	26097	7/2/2025	3,224.83	Carahsoft Technology	
Supplier Payment	Check	26098	7/2/2025	16,690.14	Car Toys, Inc.	
Supplier Payment	Check	26099	7/2/2025	5,070.00	Cascade Inn	
Supplier Payment	Check	26100	7/2/2025	15,234.82	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	26101	7/2/2025	43,655.08	Century West Engineering Corp	
Supplier Payment	Check	26102	7/2/2025	323.14	Chappelles Towing LLC	
Supplier Payment	Check	26103	7/2/2025	768.00	City Bark & Recycling LLC	
Supplier Payment	Check	26104	7/2/2025	94.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	26105	7/2/2025	339,412.50	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	26106	7/2/2025	34,705.34	Clary Longview LLC	
Supplier Payment	Check	26107	7/2/2025	211.56	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	26108	7/2/2025	209.15	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	26109	7/2/2025	1,961.43	Community Foundation for Southwest Washington	
Supplier Payment	Check	26110	7/2/2025	1,000.00	Community in Motion	
Supplier Payment	Check	26111	7/2/2025	1,559.88	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	26112	7/2/2025	450.00	Daneida CiFuentes Rodriguez	
Supplier Payment	Check	26113	7/2/2025	300.00	Daniel A Martinez-Posas	
Supplier Payment	Check	26114	7/2/2025	391.60	Department of Labor & Industries / Elevator Section	
Supplier Payment	Check	26115	7/2/2025	27,417.60	Earthworks Excavating Services	
Supplier Payment	Check	26116	7/2/2025	600.00	Emiliano Martinez Delgadillo	

*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	26117	7/2/2025	56.58	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	26118	7/2/2025	450.00	Faith K. Smith	
Supplier Payment	Check	26119	7/2/2025	600.00	Fatou Bojang	
Supplier Payment	Check	26120	7/2/2025	518.29	First-Citizens Bank & Trust Company	
Supplier Payment	Check	26121	7/2/2025	7,178.32	Four Inc	
Supplier Payment	Check	26122	7/2/2025	7,010.95	Fourth Plain Forward	
Supplier Payment	Check	26123	7/2/2025	600.00	Francisco Javier Valencia Jr	
Supplier Payment	Check	26124	7/2/2025	600.00	Gabriella Benitez Bella Sol	
Supplier Payment	Check	26125	7/2/2025	7,000.00	General Pacific Inc	
Supplier Payment	Check	26126	7/2/2025	755.84	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	26127	7/2/2025	288,156.56	Grade Werks Excavating LLC	
Supplier Payment	Check	26128	7/2/2025	600.00	Gyza Rachman	
Supplier Payment	Check	26129	7/2/2025	10,865.28	Hispanic Metropolitan Chamber	
Supplier Payment	Check	26130	7/2/2025	2,683.77	Howmedica Osteonics Corp	
Supplier Payment	Check	26131	7/2/2025	1,063.82	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	26132	7/2/2025	13,254.67	Intelicom Incorporated - Remit-To: LiteSys Inc	
Supplier Payment	Check	26133	7/2/2025	450.00	Isaiah Gonzalez	
Supplier Payment	Check	26134	7/2/2025	408.23	J-2 Blueprint Supply Co.	
Supplier Payment	Check	26135	7/2/2025	600.00	Jason Mash	
Supplier Payment	Check	26136	7/2/2025	27,648.40	Kar-Gor Inc	
Supplier Payment	Check	26137	7/2/2025	810.00	Keller Rohrback LLP	
Supplier Payment	Check	26138	7/2/2025	1,147.50	Kramer Gehlen & Associates	
Supplier Payment	Check	26139	7/2/2025	9,775.52	L.N. Curtis & Sons	
Supplier Payment	Check	26140	7/2/2025	11,099.06	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	26141	7/2/2025	89,715.07	LSW Architects PC	
Supplier Payment	Check	26142	7/2/2025	4,495.00	Maul Foster & Alongi Inc	
Supplier Payment	Check	26143	7/2/2025	600.00	Miranda Harvey	
Supplier Payment	Check	26144	7/2/2025	2,193.75	Nancy Pionk Coaching and Consulting, LLC	
Supplier Payment	Check	26145	7/2/2025	165,701.06	Northwest Construction General Contracting Inc	
Supplier Payment	Check	26146	7/2/2025	4,000.00	Odyssey World International Education Services	
Supplier Payment	Check	26147	7/2/2025	724.79	Pallet PBC	
Supplier Payment	Check	26148	7/2/2025	245.00	Porter W Yett Company	
Supplier Payment	Check	26149	7/2/2025	446.71	PPC Solutions Inc	
Supplier Payment	Check	26150	7/2/2025	1,895.00	Professional Development Academy, LLC	
Supplier Payment	Check	26151	7/2/2025	13,594.30	Public Safety Testing Inc	
Supplier Payment	Check	26152	7/2/2025	9,475.81	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	26153	7/2/2025	600.00	Relleesha Lewis	
Supplier Payment	Check	26154	7/2/2025	2,223.73	RH2 Engineering, Inc.	
Supplier Payment	Check	26155	7/2/2025	2,000.00	Ron Turley Associates	
Supplier Payment	Check	26156	7/2/2025	4,669.80	SafeFire LLC	
Supplier Payment	Check	26157	7/2/2025	8,600.00	Samon Creek Koelsch Operations LLC	
Supplier Payment	Check	26158	7/2/2025	600.00	Savaya Sanders	
Supplier Payment	Check	26159	7/2/2025	20,326.32	SeaWestern Inc	
Supplier Payment	Check	26160	7/2/2025	159,452.93	Selectron Technologies, Inc	
Supplier Payment	Check	26161	7/2/2025	13,578.80	Share	
Supplier Payment	Check	26162	7/2/2025	163.00	SiteCrafting Inc	

*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	26163	7/2/2025	205.06	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	26164	7/2/2025	8,000.00	Southwest Washington Equity Coalition	
Supplier Payment	Check	26165	7/2/2025	14.68	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	26166	7/2/2025	56,952.50	Summit Law Group	
Supplier Payment	Check	26167	7/2/2025	4,327.55	Sun Badge Company	
Supplier Payment	Check	26168	7/2/2025	50,740.35	The Pape Group Inc - Remit-To: Pape - Ditch Witch	
Supplier Payment	Check	26169	7/2/2025	3,563.98	Tom R Enterprises LLC	
Supplier Payment	Check	26170	7/2/2025	8,330.70	Traffic Safety Supply Co Inc	
Supplier Payment	Check	26171	7/2/2025	1,485.44	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	26172	7/2/2025	3,545.14	Triple J Enterprises	
Supplier Payment	Check	26173	7/2/2025	636.77	United States Dosimetry Technology Inc	
Supplier Payment	Check	26174	7/2/2025	95.00	Vancouver Granite Works Inc	
Supplier Payment	Check	26175	7/2/2025	104.34	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	26176	7/2/2025	163.20	W.B. Sprague Co. Inc.	
Supplier Payment	Check	26177	7/2/2025	1,215.75	Walter E Nelson Company	
Supplier Payment	Check	26178	7/2/2025	6,650.00	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	26179	7/2/2025	1,614.02	Washington State Fire Fighters Apprenticeship Trust	
Supplier Payment	Check	26180	7/2/2025	15,886.22	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	26181	7/2/2025	12,256.48	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	26182	7/2/2025	6,897.50	WELL Cogir Tenant III LLC	
Supplier Payment	Check	26183	7/2/2025	5,000.00	Why Community	
Supplier Payment	Check	26184	7/2/2025	380.29	WVP OF Washington PC	
		Check		1,628,080.24		
Expense Payment	Direct Deposit	EFT-00304668	7/3/2025	10.00	Daphne Harris	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304669	7/3/2025	33.75	Brendan McMillan	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304670	7/3/2025	207.50	Leo Jochim	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304671	7/3/2025	165.00	Andrew Gosney	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304672	7/3/2025	224.99	Nicholas Popravak	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00304673	7/3/2025	768.00	Sean Dumas	Travel Advance
Expense Payment	Direct Deposit	EFT-00304674	7/3/2025	10.00	Almir Zelkanovic	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304675	7/3/2025	198.00	Brett Setterfield	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304676	7/3/2025	23.92	Robb Milano	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304677	7/3/2025	185.39	Melissa Sager	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304678	7/3/2025	172.50	Phillip Medina	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304679	7/3/2025	284.70	Ejaz Khan	Employee Reimbursement

*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>
Expense Payment	Direct Deposit	EFT-00304680	7/3/2025	332.38	Sean Dumas	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304681	7/3/2025	138.00	Tim Tretta	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304682	7/3/2025	40.00	Heladio Cardenas de lacruz	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304683	7/3/2025	20.00	Nick Copley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304684	7/3/2025	19.95	Matt Hoover	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304685	7/3/2025	138.00	Brian Viles	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304686	7/3/2025	7.98	Nicole Walters	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304687	7/3/2025	1,142.39	Heidi Scarpelli	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304688	7/3/2025	33.75	Cody Esau	Employee Reimbursement
			Direct Deposit	4,156.20		
Supplier Payment	EFT	EFT-00302357	6/30/2025	54,372.53	ESO Solutions Inc	
Supplier Payment	EFT	EFT-00304689	7/3/2025	10,000.00	LMCA, Inc.	
Supplier Payment	EFT	EFT-00304690	7/3/2025	7,410.00	Vancouver Farmers Market Association	
Supplier Payment	EFT	EFT-00304691	7/3/2025	1,411.85	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00304692	7/3/2025	10,457.04	Right Click Solutions Inc.	
Supplier Payment	EFT	EFT-00304693	7/3/2025	8,759.12	Clean Earth Environmental Solutions Inc.	
Supplier Payment	EFT	EFT-00304694	7/3/2025	6,010.00	Elite Truck School, Inc	
Supplier Payment	EFT	EFT-00304695	7/3/2025	4,501.73	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00304696	7/3/2025	42,500.00	Community Roots Collaborative	
Supplier Payment	EFT	EFT-00304697	7/3/2025	7,585.58	Marco Ideas Unlimited, Inc.	
Supplier Payment	EFT	EFT-00304698	7/3/2025	2,562.00	OAC Services, Inc.	
Supplier Payment	EFT	EFT-00304699	7/3/2025	7,441.50	Davis Wright Tremaine LLP	
Supplier Payment	EFT	EFT-00304700	7/3/2025	960.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00304701	7/3/2025	3,000.00	Vietnamese Community of Clark County	
Supplier Payment	EFT	EFT-00304702	7/3/2025	13,545.60	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00304703	7/3/2025	21,432.33	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc	
Supplier Payment	EFT	EFT-00304704	7/3/2025	116,963.60	Outsiderinn.org	
Supplier Payment	EFT	EFT-00304705	7/3/2025	32,219.42	YWCA Clark County	
Supplier Payment	EFT	EFT-00304706	7/3/2025	1,933,466.03	Tapani Inc	
Supplier Payment	EFT	EFT-00304707	7/3/2025	254.59	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00304708	7/3/2025	3,173.36	Branlo Enterprises, LLC	
Supplier Payment	EFT	EFT-00304709	7/3/2025	469.69	Fehr & Peers	
Supplier Payment	EFT	EFT-00304710	7/3/2025	6,543.41	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00304711	7/3/2025	19,176.65	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00304712	7/3/2025	1,400.00	Brad Plesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00304713	7/3/2025	1,954.52	Fire Systems West	
Supplier Payment	EFT	EFT-00304714	7/3/2025	532,418.62	Operations Management International Inc	
Supplier Payment	EFT	EFT-00304715	7/3/2025	5,000.00	The Arts Centered	
Supplier Payment	EFT	EFT-00304716	7/3/2025	280.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00304717	7/3/2025	5,932.32	NJB Soft, LLC	
Supplier Payment	EFT	EFT-00304718	7/3/2025	1,800.00	Thomas Garvey	
Supplier Payment	EFT	EFT-00304719	7/3/2025	38.41	Ziply Fiber	
Supplier Payment	EFT	EFT-00304720	7/3/2025	258.00	Rapid Response Bio Clean Inc.	

*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	EFT	EFT-00304721	7/3/2025	26,863.83	Metereaders LLC	
Supplier Payment	EFT	EFT-00304722	7/3/2025	24,211.61	Routeware, Inc.	
Supplier Payment	EFT	EFT-00304723	7/3/2025	28,601.29	Pacific Landscape Services Inc	
Supplier Payment	EFT	EFT-00304724	7/3/2025	34,358.05	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00304725	7/3/2025	3,921.00	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00304726	7/3/2025	14,644.97	Life-Assist Inc	
Supplier Payment	EFT	EFT-00304727	7/3/2025	372,781.07	SDB Inc	
Supplier Payment	EFT	EFT-00304728	7/3/2025	3,040.53	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00304729	7/3/2025	4,400.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00304730	7/3/2025	34,136.00	The Exhibits Department, LLC	
Supplier Payment	EFT	EFT-00304731	7/3/2025	93,686.27	Thrive2Survive	
Supplier Payment	EFT	EFT-00304732	7/3/2025	769.63	Live Love Outreach	
Supplier Payment	EFT	EFT-00304733	7/3/2025	884.90	Jasmine Alayadhi	
Supplier Payment	EFT	EFT-00304734	7/3/2025	287.00	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00304735	7/3/2025	109,620.34	Do Good Multnomah	
Supplier Payment	EFT	EFT-00304736	7/3/2025	3,206.50	Terracon Consultants Inc - Remit-To: Terracon Consultants Inc	
Supplier Payment	EFT	EFT-00304737	7/3/2025	500.00	Eurofins Eaton Analytical, LLC	
Supplier Payment	EFT	EFT-00304738	7/3/2025	4,500.00	Avolve Software Corp	
Supplier Payment	EFT	EFT-00304739	7/3/2025	5,835.24	Tapani Electric, LLC	
Supplier Payment	EFT	EFT-00304740	7/3/2025	14,507.94	Detection Instruments Corp	
Supplier Payment	EFT	EFT-00304741	7/3/2025	55,944.73	Live Love Outreach	
Supplier Payment	EFT	EFT-00304742	7/3/2025	212,318.25	Northeast Electric LLC	
			EFT	3,912,317.05		
Supplier Payment	Manual Wire		6/30/2025	963,232.58	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		7/1/2025	3,328.56	Internal Revenue Service	
Supplier Payment	Manual Wire		7/1/2025	12,336.55	Global Payments Inc	
Supplier Payment	Manual Wire		7/2/2025	1,608.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire		7/2/2025	5,073.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire		7/3/2025	6,594.49	United States Postal Service	
Supplier Payment	Manual Wire		7/3/2025	81,080.80	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		7/3/2025	281,860.46	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		7/3/2025	14,706.00	Washington Dental Service	
Supplier Payment	Manual Wire		7/3/2025	252,585.80	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		7/3/2025	12,358.73	VSP Vision Care Inc	
Supplier Payment	Manual Wire		7/3/2025	632,935.39	Vancouver Firefighters Union Health & Welfare Trust	
			Manual Wire	2,267,700.36		
			Checks	1,628,080.24		
			Direct Deposit	4,156.20		
			EFT	3,912,317.05		
			7/7/2025	529,705.80	City Payments	Posted 06-30-25 to 07-06-25

*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>
			Hansen Total	529,705.80		
			7/7/2025	1,388.00	Miscellaneous	Parks Class Refunds FCC 06-30-25 to 07-06-25
			7/7/2025	2,480.50	Miscellaneous	Parks Class Refunds MCC 06-30-25 to 07-06-25
			VISA Total	3,868.50		
			Payroll Total	49,117.66		
			GRAND TOTAL	8,394,945.81		

City of Vancouver
Payroll Council Report
June 30, 2025 - July 06, 2025

Check No.	Date	Explanation	Amount
2859 - 2862	06/30/25	06 2025 Pension Payroll	\$ 5,803.11
304534 - 304576	06/30/25	06 2025 Pension Direct Deposits	\$ 43,314.55

\$ 49,117.66

AN ORDINANCE relating to management of the public rights-of-way, granting to Flying Bull Internet, LLC d/b/a Novos Fiber, Prime Fiber, LLC, and their affiliates (“Grantee”), a limited liability company (collectively “Parties”), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington (“City”), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

Staff Report: 110-25

To: Mayor and City Council
From: City Manager
Date: July 14, 2025

Subject

Right-of-way Telecommunications Franchise Agreement for Flying Bull Internet LLC, d/b/a Novos Fiber and Prime Fiber

Key Points

The proposed franchise ordinance establishes the terms and conditions to construct and maintain telecommunications facilities within the City’s rights-of-way. This would be a 10-year, non-exclusive franchise which can be extended by mutual agreement of the parties.

Strategic Plan Alignment

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

Present Situation

Flying Bull Internet LLC (Flying Bull Internet) wishes to occupy and utilize portions of the City’s rights-of-way for the purpose of installing, maintaining, and operating a fiber broadband business. Cities cannot deny the grant of a franchise like this, but may require a permit or franchise for the use of its rights-of-way for telecommunications facilities pursuant to RCW 35.99.030. The City is precluded from charging a franchise fee for such use pursuant to RCW 35.21.860.

The proposed ordinance establishes the mandatory terms and conditions under which the franchisee must maintain and operate its telecommunications facilities within the rights-of-way. The City has granted several similar non-exclusive telecommunications franchises to different companies, and federal law requires that the franchise terms not put one or more other franchisees at a competitive disadvantage relative to other providers. As such, these franchises tend to be very similar over time.

City staff worked with Flying Bull Internet to negotiate the terms of this proposed franchise ordinance in a way that balances local aesthetics, character, public health and welfare, and maintaining City control of its streets, while also gaining technological benefits and connectivity for the City’s residents and businesses to the greatest extent possible.

Advantage(s)

This proposed franchise would formalize the terms and conditions for Novos Fiber’s use of the City’s rights-of-way.

Challenge(s)

Additional facilities may present a visual impact to the City's rights-of-way, although Flying Bull Internet advised that most of their facility builds involve horizontal boring underground.

Budget Impact

No budget impact to the City. Grantee is responsible for liability insurance for all claims for damages.

Prior Council Review

June 2, 2025, City Council Consent Agenda

Action Requested

On Monday, July 14, 2025, upon second reading and a public hearing, approve the ordinance.

Staff Contact

Aaron Lande, Program and Policy Development Manager, Cary Driskell, Assistant City Attorney,
aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

Attachments:

1. Ordinance

ORDINANCE M - _____

AN ORDINANCE relating to management of the public rights-of-way, granting to Flying Bull Internet, LLC d/b/a Novos Fiber, Prime Fiber, LLC, and their affiliates (“Grantee”), a limited liability company (collectively “Parties”), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington (“City”), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

WHEREAS, RCW 35A.47.040 authorizes City to grant, permit, and regulate “nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for railroads and other routes and facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service”; and

WHEREAS, RCW 35A.47.040 further requires that “no ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city’s legislative body on the day of its introduction nor for five days thereafter, nor at any other than a regular meeting nor without first being submitted to the city attorney, nor without having been granted by

ORDINANCE - 1

Does not require codification

the approving vote of at least a majority of the entire legislative body, nor without being published at least once in a newspaper of general circulation in the city before becoming effective”; and

WHEREAS, Grantee is a telecommunication company that provides voice and data services to its customers; and

WHEREAS, Grantee has requested that the City grant it the right to install, operate, and maintain telecommunication Facilities within the Public Ways of the City for the purpose of offering Telecommunication Services to the public; and

WHEREAS, the City Council has the authority to grant franchises for the use of its Public Ways pursuant to RCW 35A.47.040, RCW 35.22.280 and chapter 35.99 RCW; and

WHEREAS, this Franchise is being granted more than five days after its introduction, at a regular meeting by at least a majority of the entire Council, and has been reviewed by the City Attorney’s Office, all pursuant to RCW 35A.47.040; and

WHEREAS, this Franchise is being approved at least 30 days after its introduction pursuant to Vancouver Charter Section 2.12; and

WHEREAS, the Council finds that the grant of the Franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public, and protects the health, safety, and welfare of the citizens of this City.

NOW, THEREFORE, the City Council of the City of Vancouver, Clark County, Washington, ordains as follows:

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations have the meanings ascribed to them below. When not inconsistent with

ORDINANCE - 2

Does not require codification

the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

“Abandoned Facilities” means Facilities which have not been used to provide Telecommunication Services for a period of at least 90 days.

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

"City" means the City of Vancouver, Washington, and either or both, as applicable, the person designated by the City.

“Construction” or “Construct” shall mean constructing, digging, excavating, laying, testing, operating, extending, upgrading, renewing, removing, replacing, and repairing a Facility.

“Day” means a 24-hour period beginning at 12:01 a.m. If a thing or act is to be done in less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation of time.

“Effective Date” means the date the last party signs this Franchise.

“Facilities” means any of the plant, equipment, fixtures, appurtenances, antennas, and other facilities owned or operated by Grantee which are necessary to furnish and deliver Telecommunication Services, including but not limited to poles with crossarms, poles without crossarms, wires, lines, conduits, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of Telecommunication Services in the Public Ways. The abandonment by Grantee of any Facilities as defined herein shall not act to remove them from this definition.

ORDINANCE - 3

Does not require codification

"FCC" means the Federal Communications Commission or any successor governmental entity.

"Franchise" (sometimes referred to as Ordinance) means the legal document issued by the City which grants rights to Grantee to construct and operate its Facilities to provide Telecommunication Services.

"Grantee" means Flying Bull Internet, LLC d/b/a Novos Fiber, Prime Fiber, LLC, and their affiliates, a limited liability company licensed to do business in Washington, or its lawful successor, transferee, or assignee.

"Hazardous Substances" shall have the same meaning as RCW 70.105D.020(10).

"Indefeasible Right of User Interest" or "IRU" means a form of acquired capital in a telecommunication system in which the holder of the interest possesses a right to use the Facilities for the purpose of providing Telecommunication Services, but not the right to control, maintain, construct, or revise the Facilities.

"Permittee" means a person or entity who has been granted a permit by the City.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" means the surface of, and any space on, above or below, any street, public right-of-way, or utility easement for which the City now or in the future holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Facilities. Public Way shall not mean utility easements

ORDINANCE - 4

Does not require codification

dedicated for a specific utility system or systems and not specifically identifying telecommunication as a permitted use within the easement.

"Service Area" means the present municipal boundaries of the City and includes any additions by annexation or other legal means.

"Subscriber" or "Customer" means a Person who lawfully receives Telecommunication Service from Grantee with Grantee's express permission.

"Telecommunication Services" means any telecommunication service pursuant to RCW 35.99.010(7), excluding cable television service pursuant to RWC 35.99.010(1) and further excluding personal wireless services pursuant to RCW 35.99.010(4), provided by Grantee over its Facilities, either directly or as a carrier for its subsidiaries, Affiliates, or customers.

Section 2. Authority Granted. City grants to Grantee a Franchise to install, construct, operate, maintain, replace and use all Facilities in, under, on, across, over, through, along or below the Public Ways of the City for the purpose of providing Telecommunication Services, as approved under City permits issued pursuant to this Franchise or the Vancouver Municipal Code.

Section 3. Term of Franchise. The Term of this Franchise shall be for 10 years beginning on the Effective Date. This Franchise may be renewed for an additional five-year term. If Grantee desires to renew, Grantee shall notify City not later than 180 days prior to the expiration of this Franchise of its desire to renew. City shall respond to the request for the renewal not later than 120 days prior to the expiration date, and may request renegotiation, addition, or deletion of any term at that time. If Grantee does not request renewal, this Franchise shall be deemed terminated. Any renewal must be approved by ordinance of the City Council.

ORDINANCE - 5

Does not require codification

Section 4. Revocation. This Franchise may be revoked by the City Council by subsequent ordinance in the event Grantee fails after notice or demand to comply with any term of this Franchise, but the City shall have no obligation to do so. No forbearance by City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of City's right to enforce the term.

Section 5. Recovery of Costs; Taxes.

5.1 Grantee shall reimburse the City for all costs of one publication of a summary of this Franchise in the City's official newspaper, any required legal notices prior to any public hearing regarding this Franchise, and all permit and inspection fees associated with activities undertaken through this Franchise or under City Code, all pursuant to RCW 35.21.860.

5.2 City may recover from Grantee any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon City and Grantee's agreement that either Grantee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6), or Grantee's Telecommunication Services fall within the definition of "telephone business" in RCW 82.16.010. As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. The City reserves its right to impose a fee on Grantee to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that statutory prohibitions on the imposition of such fees are removed, or Grantee no longer falls within the definition of "service provider" in RCW 35.99.010(6) and Grantee's Telecommunication Services fall outside the definition of "telephone business" in RCW 82.16.010. Under those circumstances, the City also reserves its right to require that Grantee

ORDINANCE - 6

Does not require codification

obtain a separate franchise for its change in use, which may include provisions intended to regulate Grantee's operations. Nothing in this Franchise shall limit the City's right of taxation as authorized by current or future law.

Section 6. Non-Exclusivity. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises or permits in any Public Ways. The grant of this and other franchises shall, in no way, prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them.

Section 7. Relocation of Facilities.

7.1 City shall have prior and superior right to the use of its Public Ways and other public properties for installation and maintenance of its facilities and for other governmental purposes. City retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacation of the same as City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways and other public properties of every type. Any removal or replacement of Grantee's Facilities shall be at the sole expense of Grantee unless otherwise required by RCW 35.99.060. If Grantee fails to remove, adjust, or relocate its Facilities by the date established in the City's written notice to Grantee and consistent with RCW 35.99.060, City may cause and/or effect the removal, adjustment, or relocation, and the expense shall be paid solely by Grantee. Grantee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same Public Way upon approval by City, any portion of its Facilities required to be temporarily disconnected or removed.

7.2 If the City determines that the public project necessitates the relocation of Grantee's

ORDINANCE - 7

Does not require codification

then-existing Facilities, City shall:

7.2.1 At least 60 days prior to the commencement of the improvement project provide Grantee with written notice requiring such relocation; and

7.2.2 Provide Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Grantee's Facilities so that Grantee may relocate them in other Public Ways to accommodate the public improvement project.

7.2.3 After receipt of such notice and such plans and specification, Grantee shall complete relocation of its Facilities at no charge or expense to City to accommodate the improvement project pursuant to RCW 35.99.060(2).

7.3 Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to City written alternatives to such relocation. City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the Facilities. If requested by City, Grantee shall submit additional information to assist City in making such evaluation. City shall give each alternative proposed by Grantee full and fair consideration. In the event City ultimately determines that there is no other reasonable alternative, Grantee shall relocate its Facilities as otherwise provided in this Section.

7.4 The provisions of this Section shall not preclude or restrict Grantee from making any arrangements it deems appropriate when responding to a request for relocation of its Facilities by any person or entity other than City where the Facilities to be constructed are not or will not

ORDINANCE - 8

Does not require codification

become City owned, operated, or maintained facilities provided that such arrangements do not delay a City construction project without prior written City approval.

7.5 If the City, a contractor for City, or other third-party utility provider with facilities located in the Public Ways is delayed at any time in the progress of their work by an act or neglect of Grantee or those acting for or on behalf of Grantee, then Grantee shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees to the extent arising out of or in connection with such delays, except for delays and damages caused by City. This provision may not be waived by the Parties except in writing.

Section 8. Non-Interference with Existing Facilities.

8.1 The owners of all utilities, public or private, installed in or on Public Ways properties prior to the installation of Grantee's Facilities, shall have preference as to the positioning and location of such utilities so installed with respect to Grantee. Such preference shall continue when relocating or changing the grade of any public properties, in the sole discretion of City.

8.2 Grantee's Facilities shall be constructed and maintained in a manner as to not interfere with any public use, or with any other pipes, wires, conduits, or other facilities that may have been laid in the Public Ways or under City's authority. If Grantee's work under this Franchise damages or interferes in any way with the public use or other facilities, the Grantee shall wholly and at its own expense eliminate the interference or damage to the satisfaction of City.

Section 9. Movement of Grantee's Facilities for Others. Whenever any third-party has obtained permission from City to use any Public Way for moving any oversized load, upon at least

ORDINANCE - 9

Does not require codification

14 days' written notice from City, Grantee shall move any of Grantee's Facilities that may obstruct the movement of the oversized load; provided, that the third party desiring to move the oversized load shall pay all such expenses, and the path for moving the oversized load should be the path of least interference to Grantee's Facilities as determined by City. Upon good cause shown by Grantee, City may require more than 14 days' notice to Grantee to move its Facilities.

Section 10. Acquiring New Facilities. Upon Grantee's acquisition of any new Facilities in the Public Ways, or upon any addition or annexation to City of any area in which Grantee retains any such Facilities in the Public Ways, Grantee shall submit to City a written statement describing all Facilities involved, whether authorized by franchise or any other form of prior right and specifying the location of all such Facilities. Such Facilities shall immediately be subject to the terms of this Franchise.

Section 11. Abandoned Facilities.

11.1 Grantee shall remove any Abandoned Facilities within 60 days of the end of their use for Telecommunication Services purposes unless City agrees otherwise in writing to delay removal due to weather conditions, not to exceed 180 days.

11.2 Grantee shall immediately remove any Abandoned Facility which poses a hazard to the health, safety, or welfare of the public, or the Abandoned Facility has collapsed, broke, or otherwise failed.

11.3 The expense of the removal and restoration of improvements in the Public Ways damaged by the Facility or by its removal process shall be Grantee's sole responsibility. If Grantee fails to remove the Abandoned Facilities as required, then City may incur costs to remove the

ORDINANCE - 10

Does not require codification

Abandoned Facilities, restore the Public Ways, and is entitled to reimbursement from Grantee for all costs.

Section 12. Removal of Facilities at End of Franchise. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Grantee shall remove all Facilities from the Public Ways within 30 days. If Grantee fails to do so, the City may remove the Facilities and will be entitled to full reimbursement for all costs from Grantee for the removal.

Section 13. Undergrounding of Facilities.

13.1 In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires, and cables have been placed underground, Grantee shall not be permitted to erect poles or to run or suspend Facilities unless required to do so by City, but shall lay such wires, cables, or other Facilities underground in the manner specified by City.

13.2 Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, Grantee shall underground its Facilities as specified by City. The location of any relocated and underground Facilities is subject to approval by City. Grantee is encouraged to contact and negotiate with other affected utilities so that all costs for common trenching, common utility vaults, and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all utilities involved in the undergrounding project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as adopted or amended.

Section 14. Construction Standards.

ORDINANCE - 11

Does not require codification

14.1 All work authorized and required by this Franchise shall comply with all generally applicable federal, state, and local regulations, laws, and practices. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agents. Application of this Section fulfills the City's public trustee role in administering the primary use and purpose of public properties, and not for relieving Grantee of any duty, obligation, or responsibility for the competent design, construction, maintenance, and operation of its Facilities. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agencies. Applicable laws include, but are not limited to:

Chapter 11.50 VMC - Utilities in the Right-of-Way;

Chapter 11.60 VMC - Street Use Permits;

Chapter 11.80 VMC - Street and Development Standards;

Chapter 11.90 VMC - Construction in the Right-of-Way;

Chapter 12.04 VMC - Street Trees;

Chapter 19.122 RCW - Underground Utilities (One-Call System)

RCW 58.09.130 - Monuments Disturbed by Construction Activities

14.2 If Grantee plans or is required to excavate trenches pursuant to this Franchise, Grantee shall notify City so it can permit other franchisees and utilities to share such excavated trenches, provided that such joint use shall not unreasonably delay Grantee's work and such joint use shall not adversely affect Grantee's Facilities or the safety thereof. Joint users will be required to contribute to the costs of excavation and filling on a pro-rata basis.

ORDINANCE - 12

Does not require codification

Section 15. Restoration after Construction or Damage. Grantee shall, after installation, construction, relocation, maintenance, removal, or repair of its Facilities, restore the Public Ways, land surveyor monuments, and any other City-owned property which may be disturbed by the work to at least the same condition that it was in immediately prior to any such work by Grantee, reasonable wear and tear excepted. City shall have final approval of the condition of such Public Ways and City-owned property after restoration. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage done by Grantee to City facilities for the life of the Franchise. Grantee also agrees to restore all other existing facilities and/or property damaged by Grantee's work, at its sole cost and expense.

Section 16. Emergency Work by Grantee - Permit Waiver. In an emergency in which Grantee's Facilities breaks, is damaged, or if Grantee's construction area is otherwise in a condition to pose an imminent risk to life, health, or safety of any person or property, Grantee shall immediately take proper emergency measures to repair its Facilities, and to cure or remedy the dangerous conditions in order to protect the life, health, or safety of individuals or property without first applying for and obtaining any permit required by the Vancouver Municipal Code or this Franchise. However, this shall not relieve Grantee from the requirement of immediately notifying City of the emergency work by phone or email, and obtaining any permits necessary after the emergency work, not later than the second succeeding day during which the City's Public Works and Permitting offices are open for business.

ORDINANCE - 13

Does not require codification

Section 17. Dangerous Conditions, Authority for City to Abate.

17.1 Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public or City-owned property, City may direct Grantee, at Grantee's sole expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include a compliance schedule set by City.

17.2 In the event Grantee fails or refuses to promptly take the actions directed by City, or if emergency conditions exist requiring immediate action, City may take any actions necessary to protect the public, the Public Ways, City property, third-party property, or other actions in the judgment of City to be necessary safety precautions and Grantee shall be solely liable for any costs.

17.3 City retains the right to move or remove any Facilities in the Public Ways as City determines necessary, appropriate, or useful in response to any public health or safety emergency.

Section 18. Performance Bond Relating to Construction Activity.

18.1 Before undertaking any work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Franchise, whether by Grantee or a third-party that Grantee contracts with to perform the work, Grantee shall furnish to the City a performance bond executed by Grantee and a corporate surety, authorized to operate a surety business in the State of Washington, in the amount of \$25,000 to ensure performance of Grantee's obligations under this Franchise.

ORDINANCE - 14

Does not require codification

18.2 The performance bond shall be conditioned to require that Grantee observe all the covenants, terms, conditions, and obligations of this Franchise, including to repair or replace any defective work or materials discovered in the City's Public Ways. This bond shall remain in effect for the life of this Franchise and is intended to replace the need to get a separate performance bond for each individual project by Grantee. In the event Grantee proposes to construct a project for which this bond would not financially ensure performance of Grantee's obligations under this Franchise, City is entitled to require a larger bond as may be appropriate under the circumstances.

Section 19. Street Vacation. City may vacate any public road, right-of-way, or other City property subject to this Franchise. If City vacates any portion of the area in which Facilities are located, City shall not be liable for any damages or loss to Grantee by reason of the street vacation. Grantee shall remove its Facilities from any vacated right-of-way unless such vacation provides for the continuing right of the Facilities to exist within the vacated area. Any relocation of Facilities resulting from a street vacation shall require a minimum of 180 days' notice as provided for in Section 37 (Notice).

Section 20. Limitation on Future Work. When City constructs a new street or reconstructs an existing street, Grantee shall be subject to applicable regulations relating to when street cuts and excavations may occur.

Section 21. Reservation of Rights by City.

21.1 City reserves the right to refuse any request for a permit to extend Facilities. Any such refusal shall be supported by a written statement from City that extending the Facilities, as proposed, would be detrimental to the public health, safety, or welfare.

ORDINANCE - 15

Does not require codification

21.2 City shall always have the authority to control by appropriate regulation the location, elevation, manner, or construction and maintenance of any Facilities by Grantee, and Grantee shall promptly conform with all such regulations unless compliance would cause Grantee to violate other legal requirements.

Section 22. Safety. All of Grantee's Facilities shall be constructed and maintained in a safe and operational condition. Grantee shall follow all safety codes and other applicable regulations in the installation, operation, and maintenance of its Facilities.

Section 23. Emergency Response. Grantee shall, within 30 days of the execution of this Franchise, designate one or more responsible people and identify emergency 24-hour on-call personnel and the procedures to be followed when responding to an emergency. After being notified of an emergency, Grantee shall cooperate with City to immediately respond to aid in the protection the health and safety of the public.

Section 24. Hazardous Substances. Grantee shall comply with all applicable federal, state and local laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Facilities. Grantee agrees to indemnify City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by City arising out of the release or threat of release of hazardous substances caused by Grantee's ownership or operation of its Facilities.

Section 25. Environmental. Grantee shall comply with all environmental protection laws, rules, recommendations, and regulations of the United States and the State of Washington, and their various subdivisions and agencies as adopted or amended and shall indemnify and hold City harmless from any damages arising from Grantee's noncompliance with any such laws, rules,

ORDINANCE - 16

Does not require codification

recommendations, or regulations, whether Grantee's acts or activities were intentional or unintentional. Grantee shall further indemnify City against all losses, costs, and expenses (including legal expenses) which City may incur arising from the requirement of any government or governmental subdivision or agency to clean and/or remove any pollution caused or permitted by Grantee, whether the requirement is during the term of the Franchise or after its termination.

Section 26. Utility Poles. The Parties acknowledge that any poles which Grantee desires to use for its Facilities are owned by a third-party or parties, and Grantee has entered or will enter into an agreement with the third-party or parties for use of those poles.

Section 27. Insurance.

27.1 Grantee shall maintain liability insurance for all claims for damages to the City, persons, or property that arise from Grantee's performance during this Franchise. Grantee shall maintain at least 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	\$5,000,000
General Aggregate Per Occurrence	\$5,000,000
Products & Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$2,000,000
Blanket Contractual Liability	\$2,000,000
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	\$2,000,000
III. Workers' Compensation (applicable to the State of Washington)	

ORDINANCE - 17

Does not require codification

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

27.2 In addition to the above coverage and limits, Grantee's insurance shall include:

27.2.1 Additional Insured. The City, its agents, representatives, officers, elected and appointed officials, and employees shall be named as an additional insured on Grantee's Commercial General Liability policy. 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.

27.2.2 Stop Gap. Either the Commercial General Liability or the Workers' Compensation policy shall be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced shall apply to the Stop Gap coverage as well and indicated on the Certificate.

27.2.3 Employment Security. Grantee 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.

27.2.4 The City shall be listed on the Certificate as the Certificate Holder.

27.2.5 Coverage Trigger. The insurance must be written on an "occurrence" basis and must be indicated on the Certificate.

27.3 Grantee shall provide evidence of all insurance required when requested by City by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

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

ORDINANCE - 18

Does not require codification

Section 28. Indemnification and Waiver.

28.1 Grantee releases and covenants not to bring suit and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from all claims, costs, judgments, awards, or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

28.1.1 Arising out of the acts or omissions of Grantee, its agents, servants, officers or employees or the construction, placement, operation, or maintenance of its Facilities; or

28.1.2 Based on City's inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized in the Public Ways or property over which City has control pursuant to this Franchise, or pursuant to any other permit or approval issued in connection with this Franchise;

28.2 The provisions of Section 18.1 shall apply to claims by Grantee's own employees and the employees of the Grantee's agents, representatives, contractors, and subcontractors to which Grantee might otherwise be immune pursuant to Title 51 RCW.

28.3 Inspection or acceptance by City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. These indemnification obligations shall extend to claims which have not yet been filed and any claims which may be compromised with Grantee's consent prior to the initiation or culmination of any litigation. City has the right to defend or participate in the defense of any claim and has the right to approve any settlement or other compromise of any claim, provided, Grantee shall not be liable for a settlement or other compromise unless it has consented to it.

28.4 Grantee's obligations under this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that

ORDINANCE - 19

Does not require codification

such claims, actions, damages, costs, and expenses were caused by the sole negligence or willful misconduct of City. If a court with jurisdiction determines this Franchise is subject to the provisions RCW 4.24.115, the Parties agree that these indemnity provisions shall be deemed amended to conform to that statute and liability shall be allocated accordingly.

28.5 Notwithstanding any other provision of this Section, Grantee assumes the risk of damage to its Facilities located in the Public Ways from activities conducted by City, its officers, agents, employees, and contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful, or malicious action on the part of City, its officers, agents, employees, or contractors. Grantee releases and waives any such claims against City, its officers, agents, employees, or contractors. Grantee further agrees to indemnify, hold harmless, and defend City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Grantee's Facilities as the result of any interruption of service due to damage or destruction of Grantee's Facilities caused by or arising out of activities conducted by City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of City, its officers, agents, employees or contractors.

Section 29. Maps and Records Required. Grantee shall provide City at no cost:

29.1 A route map that depicts the general location of Grantee's Facilities placed in the Public Way. The route map shall identify Facilities as aerial or underground and is not required to depict cable types, number of fibers or cables, electronic equipment, and service lines to individual subscribers. Grantee shall also provide an electronic format of the aerial/underground

ORDINANCE - 20

Does not require codification

telecommunications facilities in relation to the Public Way centerline reference to allow City to add this information to the City's Geographic Information System ("GIS") program. GIS information shall be delivered to City by December 1, except as allowed in Section 29.4.

29.2 In addition to Section 29.1, City may request that Grantee provide Facility-specific information as needed for specific projects to avoid harm to Grantee's Facilities. To the extent such requests are limited to specific Facilities at a given location in connection with any City construction project, Grantee shall provide to City upon request with reasonable notice, copies of available drawings in use by Grantee showing the location of its Facilities. Grantee shall field locate its Facilities to facilitate design and planning of City projects.

29.3 Upon written request of City, Grantee shall provide City with the most recent update available of any plan to install additional Facilities. Any documents provided to City pursuant to Section 29.3 shall be deemed confidential and for informational purposes only and shall not obligate Grantee to undertake any specific improvements.

29.4 In addition to the requirements of Section 29.1, the Parties agree to periodically share GIS files upon written request, provided Grantee's GIS files are to be used solely by City for governmental purposes. Any files provided by City to Grantee shall be restricted to information necessary for Grantee's engineering needs for construction or maintenance of Facilities. Grantee is prohibited from selling or transferring City GIS information to any third parties.

Section 30. Public Record Act Compliance. Any public record relating to this Franchise may be subject to inspection and copying pursuant to Washington's Public Record Act, chapter 42.56 RCW. City will provide Grantee a copy of a public record request that seeks to

ORDINANCE - 21

Does not require codification

inspect or copy a “writing” as defined in RCW 42.56.010 relating to this Franchise prior to allowing any inspection and/or copying of the documentation/information. Additionally, City will request production of any responsive records Grantee may have in its possession. City will inform Grantee of the records it plans to disclose to the requestor. If Grantee disagrees with City’s determination of disclosure/nondisclosure and timely notifies City of the same, City agrees to withhold release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Grantee an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended. If Grantee seeks judicial protection, Grantee will be solely responsible for its related attorney fees and costs. City shall not be liable for any loss or damage resulting from a release of records so long as City acted in good faith in releasing the records.

Section 31. Modification. City and Grantee reserve the right to modify the terms of this Franchise upon the written agreement of both Parties. Any modification(s) shall be by ordinance of the City Council and accepted by the Grantee.

Section 32. Survival. All provisions, conditions, and requirements of this Franchise shall be in addition to all other obligations and liabilities Grantee may have to the City at common law or by statute. In the event any Facilities are left in the Public Ways following the expiration or termination of this Franchise, then the provisions and requirements of Sections 7 (Relocation of Facilities), 8 (Non-Interference with Existing Facilities), 9 (Movement of Grantee’s Facilities for Others), 11 (Abandoned Facilities), 12 (Removal of Facilities at End of Franchise), 14 (Construction Standards), 15 (Restoration after Construction or Damage), 16 (Emergency Work by Grantee), 17 (Dangerous Conditions – Authority for City to Abate), 22 (Safety), 24 (Hazardous

ORDINANCE - 22

Does not require codification

Substances), 25 (Environmental), 28 (Indemnification), 33 (Severability), 34 (Assignment), 35 (Choice of Law), 36 (Remedies), and 37 (Notice) shall survive the expiration or termination of this Franchise, and any renewals or extensions remain effective until Grantee removes its Facilities from the Public Ways or transfers ownership of its Facilities to a third party. All provisions, conditions, regulations, and requirements in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of Grantee. All privileges, obligations, and liabilities of Grantee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

Section 33. Severability. If a court with jurisdiction over the matter determines any clause of this Franchise 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 Franchise will remain in full force and effect.

Section 34. Assignment.

34.1 This Franchise may not be assigned or transferred without the written approval of City, which shall not be unreasonably withheld or delayed, except Grantee may freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing. In the event a transfer or assignment of Grantee's ownership is approved by the Washington Utilities and Transportation Commission ("UTC"), City will be deemed to have consented to the transfer. Grantee shall provide City with a copy of any UTC approval. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, consent shall not be required

ORDINANCE - 23

Does not require codification

unless and until the secured party elects to realize upon the collateral. Grantee shall provide prompt, written notice to City of any such assignment.

34.2 Grantee may, in addition and without the prior written consent of City:

34.2.1 Lease the Facilities or any portion thereof to another Person, provided, the other Person shall obtain a City franchise;

34.2.2 Grant an Indefeasible Right of User Interest in the Facilities, in whole or in part, to another Person; or

34.2.3 Offer or provide capacity or bandwidth in its Facilities to another Person; Provided, that Grantee retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of this Franchise.

Section 35. Choice of Law. Any litigation between City and Grantee arising under or regarding this Franchise shall occur in Clark County Superior Court if a state action, and in the United States District Court, Western District of Washington if a federal action. Each Party shall pay their own costs and attorney fees.

Section 36. Remedies. Remedies under this Franchise are cumulative; exercise of one remedy will not exclude or waive any other remedy.

Section 37. Notice. Any notice or information to be given to the Parties under this Franchise may be sent to the following addresses unless otherwise specified in writing:

ORDINANCE - 24

Does not require codification

City:
City Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Grantee:
Flying Bull Internet LLC, d/b/a Novos
Fiber and Prime Fiber, LLC
3100 Olympus Blvd, Suite 410
Dallas, TX 75019

with an additional copy to:
drew@novosfiber.com

Notice is effective upon receipt in the case of personal delivery, three days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 38. Entire Agreement. This Franchise constitutes the entire agreement between the Parties and no other agreements or understandings, written or otherwise, shall be binding upon the Parties upon approval and acceptance of this Franchise. This Franchise shall also supersede and cancel any previous right or claim of Grantee to occupy the City's Public Ways

Section 39. Acceptance. Within 60 days after the passage and approval of this Ordinance, this Franchise may be accepted by Grantee by providing the City Clerk its written acceptance. Failure by Grantee return a fully executed Franchise within the 60 days shall be deemed a rejection of the terms and this Ordinance shall have no legally binding effect.

Section 40. Effective Date. Subject to compliance with Section 39 for acceptance of the terms of the Franchise, this Ordinance shall become effective five days from and after its final passage by the Vancouver City Council and publication of a summary of the Ordinance pursuant to City Charter.

SIGNED this _____ day of _____, 2025.

Anne McEnery-Ogle, Mayor

ORDINANCE - 25
Does not require codification

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

ORDINANCE - 26

Does not require codification

Accepted by _____:

By: _____
Name and official capacity

Grantee, _____, for itself, its successors, and assigns, accepts all terms and conditions of the foregoing Franchise.

In witness whereof, _____ has signed this _____ day of _____, 2025.

Notary Public in and for the state of _____
Residing in _____
My commission expires _____

ORDINANCE - 27

Does not require codification

AN ORDINANCE of the City of Vancouver relating to the creation of a rental registration program; adopting a new Chapter 5.08 to the Vancouver Municipal Code; enacting new sections VMC 5.08.010, 5.08.020, 5.08.030, 5.08.040, 5.08.050, 5.08.060, 5.08.070, 5.08.080, 5.08.090, 5.08.100, 5.08.110, and 5.08.120; amending VMC 22.01.030; providing for the implementation of the rental registration program; providing for severability; and setting an effective date.

Staff Report: 111-25

To: Mayor and City Council
From: City Manager
Date: July 14, 2025

Subject

Adoption of Rental Registration Program Code

Key Points

- This ordinance will create a rental registration program requiring all residential rental properties to be registered annually with the City, beginning in early 2026.
- The program is designed to improve rental housing tracking, as well as quality, safety, and stability through annual registration, data collection, and tenant and landlord education.
- Fees of \$30 per unit per year will fund program administration and outreach. Exemptions apply for owner-occupied housing and income-restricted affordable housing units.
- Properties failing to register may not be legally rented and will be subject to penalties and enforcement under VMC Title 22.

Strategic Plan Alignment

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

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

Present Situation

Vancouver has nearly 40,000 rental units according to 2023 U.S. Census data, but the City lacks comprehensive, up-to-date information about where those units are, how they're managed, or their condition. Without a reliable inventory of rental housing, it is difficult to monitor trends, target resources, or ensure consistent standards of quality and safety across neighborhoods. A rental registration program will help close this critical data gap by creating a baseline understanding of the city's rental housing stock, enabling more effective policy decisions and better support for both tenants and property owners.

Community stakeholders have consistently voiced strong support for proactive rental housing preservation. This priority has been echoed in several major planning efforts, beginning with the 2016 *Affordable Housing Task Force Report*, and continuing through the 2019 *RESIDE Vancouver Plan* and the 2021 *Equitable Development Strategy*. Across each of these efforts, community input has

emphasized the need for a rental housing registration and inspection program as a tool to protect tenants and property owners, ensure housing quality, and support neighborhood livability.

In 2024, a Rental Habitability Advisory Group consisting of rental housing owners, tenants, property managers, housing advocates, and legal experts convened over a four-month period to thoroughly consider program elements and provide consensus-based recommendations that have shaped the current program proposal. The program recommendations from that advisory group were accepted by Vancouver City Council in October 2024. At that time, City Council also directed staff to proceed with the design implementation of a rental registration and inspection program.

City staff plan to implement the program in two phases, with the registration program starting in January 2026, and the inspection program following no earlier than 2027. Once the registration program is operational and a critical mass of rental properties have been registered, an inspection program can be introduced to ensure units meet safety and habitability standards. In doing so, this program should improve tenant safety, enhance neighborhood quality, and streamline compliance for property owners.

Outreach this year has included the launch of a Be Heard project page to share draft program recommendations, timeline, and FAQs, and gather community feedback. In addition, a communications plan has been developed to guide education and outreach throughout 2025, including strategies for engagement, opportunities for public feedback, and inclusive messaging to reach diverse communities.

Registration Program Elements

Registration	All rental property owners will be required to obtain or renew rental registration in addition to a City business license each calendar year. Rental housing owners will be required to register rental units at the beginning of each calendar year with a filing deadline of February 15.
Required Information	All rental property owners will be required to provide the following information for each project: • Rental property name and address • Year built • Type of rental (multifamily, duplex, ADU, single-family, etc.) • Number of units and number of bedrooms/baths for each unit • Number of units restricted to tenants earning less than 60% AMI • Owner contact information • Local contact, if applicable – <i>for education and outreach</i>
Exemptions	The following property types will be exempt from registration and/or a fee: • Short-term rentals, hotels, emergency shelter, nursing homes and hospitals • Owner-occupied single-family housing (i.e., mobile homes

	- or renting a bedroom) • No other long-term rental housing units will be exempt from registration • Income-restricted (covenanted) housing affordable to households earning less than 60% of area median income must register but are exempt from registration fee.
Fee	\$30/unit per year
Incentive	To encourage initial registration, the City will waive the first-year registration fee if property is registered within first 90 days of program launch.
Marketing, Education and Outreach	The City will work with partners to perform extensive communication and outreach prior to launch; replaced by ongoing education and mailing costs. The new code requires housing providers to notify tenants about the registration program and resources available.
Staff Support	The City will provide staff support in four roles: • Rental registration program coordination and reporting • Special licensing/accounting assistance • Code enforcement (for auditing, failed unit referrals) • Program Support specialist
Relocation Set Aside	Funded through annual registration fees; goal of \$50k in fund.

Ordinance Summary

The ordinance includes the following sections:

5.08.010 Purpose: Establishes the intent of the rental registration program to support safe, stable, and well-maintained rental housing.

5.08.020 Definitions: Provides definitions for key terms used throughout the chapter.

5.08.030 Rental Registration License Fee: Outlines the fee structure for registering residential rental units.

5.08.040 Penalties: Specifies penalties for noncompliance, including late registration.

5.08.050 Scope: Defines the types of rental properties and units subject to the registration requirement.

5.08.060 Residential Rental Registration License Requirement: Requires property owners to register rental units annually and obtain a registration license.

5.08.070 Provision and Posting of Tenants' Rights and Program Information: Mandates distribution and/or posting of tenant rights and program materials.

5.08.080 Authority and Administration: Grants the Director authority to implement, administer, and enforce the program. This section also requires annual reporting on the program.

5.08.090 Registration Denial, Suspension, or Revocation: Describes conditions under which a rental registration may be denied, suspended, or revoked.

5.08.100 Appeals: Provides a process for property owners to appeal administrative decisions related to registration.

5.08.110 Immunity, No Warranty by City, and No Private Right of Action: Clarifies that

registration does not constitute a warranty of habitability and limits City liability.

Amendments to Chapter 22.01.030 VMC: Updates enforcement provisions to include Chapter 5.08 under the City's civil code authority.

The ordinance also provides for an initial fee waiver for units registered in the first 90 days of registration system launch and some flexibility within the first year to waive penalties and interest.

On June 2, 2025, this item was reviewed and discussed by Council. There was a discrepancy with the registration timing and the ordinance was remanded for corrections. This item has been rescheduled for a first review on consent June 16, 2025, and a Public Hearing and potential adoption on July 7, 2025.

The ordinance has been revised as follows:

- **Updated first reading and Public Hearing dates**
- **Updated minor typographical errors**
- **Updated 5.08.020 K. from "...in exchange for any form of consideration" to "in exchange for any form of payment."**
- **Updated 5.08.060 A to read:**

A. Beginning January 1, 2026, no person shall make available for rent, rent, lease, or let, to the public any residential housing unit without registering and maintaining registration of the rental property at which the unit is located; **provided, however, that a person that acquires, constructs, or begins to operate a rental unit during the year shall have until January 1 of the year following commencement of rental operations to register the unit and become subject to the registration requirement.**

- **Updated 5.08.060 B to read:**

B. Every rental unit owner shall obtain an annual residential rental registration license, pursuant to Chapter 5.08 VMC ~~prior to operating, leasing or causing to be leased a rental unit.~~

- **Deleted 5.08.060 I:**

~~I. No rental unit may be offered for rent without a valid rental registration license, unless the owner is not yet required to register under this chapter.~~

- **Updated 5.08.060 J. to read:**

J. Renewal. A landlord shall renew a rental registration license for the next calendar year on or before January 1st by submitting a renewal application on a form provided by the City, updating any information as necessary, and paying the annual registration fee. Any person who fails to submit the required documentation and pay the renewal registration fee **by February 15** (unless exempt) shall be subject to late fee penalties and interest pursuant to VMC 5.08.040.

- **(When 5.08.060 I was deleted, section J became section I)**

Next Steps

If the new code is adopted, and the budget necessary to launch the program is included in the adopted Spring Supplemental Budget, staff will release the RFP to procure the technology platform to

manage the registration process. Simultaneous with the release of the RFP, staff will begin both targeted and broad community outreach to inform property owners and tenants of upcoming registration requirements. Given the 6-month lead time prior to program launch, staff are confident that most impacted parties will receive information about the program and have their concerns addressed.

Advantage(s)

1. Creates a rental housing database to provide a more comprehensive picture of Vancouver's rental housing stock.
2. Improves data collection and transparency for Vancouver's rental stock.
3. Allows for regular communication with, and education for, housing providers.
4. Establishes a platform for future program components, including inspections.
5. Creates a revenue stream to operate registration program, offer relocation assistance for tenants displaced due to unsafe housing conditions and manage an inspection program in the future.

Challenge(s)

1. Outreach and engagement will be critical to inform property owners, particularly small-scale owners and those living outside the City of Vancouver.
2. Initial administrative setup, including staffing, technology, and data management, will require close coordination among City departments and outside stakeholders.
3. Some property owners may perceive the program as burdensome and an unnecessary expense.

Budget Impact

The program is anticipated to be self-sustaining using revenues generated from registration fees. Preliminary recommendation in spring supplemental is to add budget to cover start-up expenses of \$100,000 in 2025 and \$30,000 in 2026. The startup expenses will be reimbursed to the General fund once there are sufficient registration revenues is received, likely, in 2027-2028. no additional staff has been added to support this program.

Prior Council Review

- April 22, 2024 – Rental Habitability Action Plan workshop
- October 21, 2024 – Habitability proposal workshop
- June 2, 2025 - Initial ordinance review
- June 16, 2025 - City Council Consent Agenda

Action Requested

On Monday, July 14, 2025, upon second reading and a public hearing, approve the ordinance.

Staff Contact

Patrick Quinton, Economic Development Director, Samantha Whitley, Housing Programs Manager, patrick.quinton@cityofvancouver.us, samantha.whitley@cityofvancouver.us

Attachments:

1. Ordinance
2. Presentation

06/16/2025 (Date of First Reading)

07/14/2025 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE of the City of Vancouver relating to the creation of a rental registration program; adopting a new Chapter 5.08 to the Vancouver Municipal Code; enacting new sections VMC 5.08.010, 5.08.020, 5.08.030, 5.08.040, 5.08.050, 5.08.060, 5.08.070, 5.08.080, 5.08.090, 5.08.100, 5.08.110, and 5.08.120; amending VMC 22.01.030; providing for the implementation of the rental registration program; providing for severability; and setting an effective date.

WHEREAS, Washington State law 59.18.125 RCW authorizes cities to require that landlords provide a certificate of inspection as a business license condition, and

WHEREAS, the City of Vancouver has repeatedly received feedback from community stakeholders about protecting vulnerable renters, minimizing displacement, preventing deterioration of housing stock, and supporting healthy and safe living conditions; and

WHEREAS, rental registration and inspection programs were recommended in the 2016 Affordable Housing Task Force Report, the 2019 RESIDE Vancouver Plan, and the City's 2021 Equitable Development Strategy; and

WHEREAS, the City lacks comprehensive rental housing data needed to understand housing availability, market conditions, affordability and trends; and

WHEREAS, City Council supported the creation of a community Rental Habitability Workgroup, consisting of landlords, tenants, property management companies, attorneys,

housing service providers, the Vancouver Housing Authority, and state landlord associations representatives; and

WHEREAS, the City researched other programs throughout the state to advise the Habitability Workgroup on options and ideas to consider based on Vancouver's needs and conditions; and

WHEREAS, the Habitability Workgroup developed recommendations regarding annual registration, cost recovery, periodic inspection requirements, and outreach and education.

WHEREAS, the City Council adopts and incorporates by reference Staff Report SR ____ and finds that the adoption of a Rental Registration and Inspection program set forth in this Ordinance will promote the general welfare and safety of the people of Vancouver, and will create a process to regularly collect rental housing data in the City; and

WHEREAS, with proper notice to the public, the Vancouver City Council conducted a first reading of the proposed ordinance on June 16, 2025, and a public hearing concerning the ordinance and proposed code changes on July 14, 2025.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The intent of this Ordinance is to create a new chapter under Title 5 of the Vancouver Municipal Code to implement rental registration provisions pursuant to RCW 59.18.

Section 2. A new chapter is created in Title 5 VMC, to be codified as chapter 5.08 VMC, which shall be entitled "Rental Housing Registration."

Section 3. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.010, and shall read as follows:

5.08.010 Purpose.

The purpose of this chapter is to improve the quality, safety, and accountability of rental housing within Vancouver. A comprehensive database of rental properties will help ensure compliance with housing standards while providing data to support effective policy decisions. The provisions in this Chapter balance the needs of the landlord, tenant, and the City to ensure safe, healthy, and thriving rental housing within the City's municipal boundaries.

Section 4. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.020, and shall read as follows:

5.08.020 Definitions.

- A. Unless specifically defined below, words or phrases used in this chapter shall be interpreted using the meaning they have in common usage and to give this chapter its most reasonable application.
- B. "Accessory dwelling unit" or "ADU" means a second, subordinate housing unit that is accessory to a single-family residence and meets the definition and requirements of VMC 20.810 for accessory dwellings.
- C. "Declaration of compliance" means a statement submitted to the City by a rental property owner or landlord that certifies that, to the best of such person's knowledge, each rental unit complies with the requirements and standards of this Chapter and Chapter 59.18 RCW, and that there are no conditions presented in any rental unit that endanger or impair the health or safety of a tenant.
- D. "Department" means the City of Vancouver Department of Economic Prosperity & Housing.

- E. "Director" means the Director of the Department of Economic Prosperity & Housing, or the Director's designee.
- F. "Housing unit" means any structure or part of a structure that is used or may be used by one or more persons as a home, residence, dwelling, or sleeping place; including but not limited to single-family residences, duplexes, triplexes, and fourplexes; multi-family units, apartment units, condominium units, single-room occupancy units, and accessory-dwelling units; and any other structure having similar living accommodations.
- G. "Landlord" means a landlord as defined in RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA"), as amended, in effect at the time the rental agreement is executed or occurs.
- H. "Mobile home" means a mobile home or a manufactured home as defined in Chapter 59.20 RCW.
- I. "Owner" means an owner as defined in RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA"), as amended, in effect at the time the rental agreement is executed or occurs.
- J. "Rental registration license" means a registration issued under this Chapter 5.08 VMC.
- K. "Rental unit" means a housing unit that is or may be available for rent, or is occupied or rented by a tenant or subtenant in exchange for any form of payment.
- L. "Rental property" means a single parcel with one or more rental units made available for rent or rented by the same landlord.
- M. "Rental property complex" means contiguous parcels with rental units rented by the same landlord as a single rental property.

- N. "Shelter" means a facility with overnight sleeping accommodations, owned, operated, or managed by a nonprofit organization or governmental entity, the primary purpose of which is to provide temporary shelter for people who are homeless in general or for specific populations of people who are homeless.
- O. "Single-family residence" means a single unit providing complete, independent living facilities for a household, including permanent provisions for living, sleeping, cooking, and sanitation.
- P. "Tenant" means a person or household granted temporary use of a rental unit pursuant to a rental agreement.
- Q. "Unit" means any structure or part of a structure, which is used as a home, residence or sleeping place by one or more persons, including but not limited to, single-family residences, duplexes, triplexes, fourplexes, multi-family dwellings, apartment buildings, condominiums, mobile homes and similar living accommodations.
- R. "Unit unavailable for rent" means a unit whose owner has filed a statement signed under penalty of perjury that such unit is not offered or available for rent as a rental unit and that prior to offering or making the unit available as a rental unit, the owner will apply for a Residential Rental License and comply with any applicable administrative regulations adopted pursuant to this chapter.

Section 5. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.030, and shall read as follows:

5.08.030 Rental registration license fee.

Owners and operators of residential rental properties must secure a business license consistent with chapter 5.04 VMC. In addition to the business license, a rental registration license and

payment of a rental registration license fee under the provisions of this chapter shall be required. Revenue from the rental registration license fee shall be used to support the administration of the rental registration program and to advance initiatives that benefit rental property owners and tenants, including efforts to increase the supply and quality of rental housing in the City of Vancouver.

- A. A rental registration license fee is hereby imposed upon and shall be collected from every person owning and operating a Rental Unit subject to registration in the City of Vancouver pursuant to VMC 5.08.050. The amount of the fee shall be thirty dollars (\$30) per rental unit per calendar year, payable in advance to the City of Vancouver by January 1st of each year. The provisions of this subsection shall be deemed an exercise of the power of the city to license for revenue.
- B. No registration fee shall be required for rental units that are, as a result of a covenant to a governmental unit, income and rent restricted to remain affordable to households earning less than sixty percent (60%) of area median income. This exemption does not apply once the affordability period in the applicable covenant expires.

Section 6. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.040, and shall read as follows:

5.08.040 Penalties.

The Director, for good cause shown, may extend the time for making and filing any application as required under this chapter and may grant such reasonable additional time within which to file such applications as he or she may deem proper; provided, that any extensions in excess of thirty (30) days shall be conditioned upon payment of interest of one and one-half percent (1.5%) for each thirty (30) days or portion thereof on the amount of the fee from the date upon which said

fee became due. If payment of any fee due under this chapter is not received by the Director by the last day of the month in which such fee becomes due, there shall be added to such fee a penalty of ten percent (10%) of the amount of the fee, but in no case shall the penalty be less than ten dollars (\$10). The Director shall notify the landlord by mail of the amount of any penalties so added or assessed and the same shall become due and shall be paid within sixteen (16) days from the date of such notice. The Director is authorized, but not obligated, to waive all or a portion of the penalties provided herein in the event that the Director determines that the late payment was the result of excusable neglect.

Section 6. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.050, and shall read as follows:

5.08.050 Scope.

The registration provisions of this chapter shall apply to all rental units, with the exception of:

- A. Owner-occupied single-family residences without an accessory dwelling unit;
- B. An owner-occupied mobile home;
- C. Housing units lawfully used as short-term rentals as defined in VMC 20.835;
- D. Units unavailable for rent;
- E. Housing accommodations in hotels, motels, inns or any facility such as a condominium, resort, or other facility or place offering lodging units to guests for periods of less than thirty (30) days; provided, that if any guest resides for a period of thirty (30) days or more, then such facility shall be subject to this chapter;
- F. Housing units in any state licensed hospital, hospice, community-care facility, supported living, intermediate care facility, extended medical care facility, assisted living facility or nursing home;

- G. Housing accommodations in any convent, monastery or other facility occupied exclusively by members of a religious order;
- H. Shelter facilities with overnight sleeping accommodations, owned, operated, or managed by a nonprofit agency or governmental entity to provide temporary shelter for persons experiencing homelessness.

Section 7. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.060, and shall read as follows:

5.08.060 Residential Rental Registration License Requirement.

- A. Beginning January 1, 2026, no person shall make available for rent, rent, lease, or let, to the public any residential housing unit without registering and maintaining registration of the rental property at which the unit is located; provided, however, that a person that acquires, constructs, or begins to operate a rental unit during the year shall have until January 1 of the year following commencement of rental operations to register the unit and become subject to the registration requirement.
- B. Every rental unit owner shall obtain an annual residential rental registration license, pursuant to Chapter 5.08 VMC.
- C. The registration shall identify all rental housing units on the property and shall be the only registration required for the rental housing units on the property. For condominiums and cooperatives, the property required to be registered shall be the individual housing unit being rented, and common areas accessible to the tenant of the housing unit, and not the entire condominium building, cooperative building, or development. If a property owner owns more than one housing unit in a condominium or cooperative building, the owner may submit a single registration application for the units owned in the building.

- D. A rental registration license is valid for the calendar year in which it was issued and expires on December 31st.
- E. The residential rental housing registration for a rental unit is transferable to any person who acquires ownership of a registered rental unit for the unexpired portion of the one-year term for which it was issued.
- F. Rental unit owners must file a written application annually with the Department for each rental property to be leased. To be considered for approval, residential rental registration applications must be complete and include:
 - 1. Completed and signed Rental Registration Application provided by the City, including a declaration that all units registered are fit for human habitation in compliance with RCW 59.18.060.
 - 2. Appropriate rental registration license fee as set forth in VMC 5.08.030.
- G. An application for a rental housing registration shall be made to the Department on forms provided by the Department. The application shall include, but is not limited to:
 - 1. The name, address, and age of the property;
 - 2. The name, address, and telephone number of the property owners;
 - 3. The name, address, and telephone number of the registration applicant if different from the property owners;
 - 4. The name, address, and telephone number of the person or entity the tenant is to contact when requesting repairs be made to their rental housing unit, and the contact person's business relationship to the owner;
 - 5. A list of all rental housing units on the property, identified by a means unique to each unit, that are being rented or are available for rent ;

6. A declaration of compliance from the owner or owner's agent, declaring that all housing units that are being rented or are available for rent, are listed in the registration application and meet, or will meet, the standards under RCW 59.18.060 before the units are rented.
- H. The rental housing registration shall be issued to the property owner identified on the registration application filed with the Department.
- I. Renewal. A landlord shall renew a rental registration license for the next calendar year on or before January 1st by submitting a renewal application on a form provided by the City, updating any information as necessary, and paying the annual registration fee. Any person who fails to submit the required documentation and pay the renewal registration fee by February 15 (unless exempt) shall be subject to late fee penalties and interest pursuant to VMC 5.08.040.
- J. Transfer of Ownership. The new owner of a registered property shall, within 60 days after the sale is closed on a registered property, provide the City with updated registration information required by VMC 5.08.060(G)(2-4) and provide notice of the updated registration received from the Department according to VMC 5.08.060(L). When property is held in common with multiple owners, the registration shall be updated when more than fifty percent (50%) of the ownership changes.
- K. Display of Registration. Within thirty (30) days after the Department issues a rental registration, a copy of the current registration shall be delivered by the property owner or owner's agent to the tenants in each rental housing unit or shall be posted by the property owner or owner's agent and remain posted in one or more places readily visible to all tenants.

A copy of the current registration shall be provided by the property owner or owner's agent to all new tenants at or before the time they take possession of the rental housing unit.

- L. Registration Information. The department will maintain information regarding rental properties that have valid registration and will make such information available to the public.

Section 8. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.070, and shall read as follows:

5.08.070 Provision and posting of tenants' rights and program information.

The landlord or their authorized representative must provide to each new tenant, at the time the lease or rental agreement is signed, or the tenancy otherwise commences, written information regarding rental registration as well as tenant rights and resources. The Department is authorized to publish the written information to be provided to the tenant under this subsection and shall make such information available to owners for this purpose. The Department will also provide and advertise a website for owners, property managers and tenants regarding rental resources, laws and rights and responsibilities. The Department is further authorized to create outreach and instructional classes for owners, property managers and tenants regarding the requirements of this program.

Section 9. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.080, and shall read as follows:

5.08.080 Authority and administration.

- A. The Director shall be responsible for enforcement and administration of this ordinance.
- B. The Director is authorized to adopt, publish and enforce rules, regulations and forms consistent with this chapter for the purpose of carrying out the provisions of this chapter, and it is unlawful to violate or fail to comply with any such rule or regulation.

- C. The provisions of this chapter shall be interpreted in a manner that is consistent with the provisions of Chapter 59.18 RCW.
- D. The Director shall conduct an annual review of the Residential Rental Registration Program and shall submit an annual report of the program's effectiveness to the City Council.

Section 10. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.090, and shall read as follows:

5.08.090 Registration denial, suspension, or revocation.

- A. In addition to the code enforcement penalties provided for by Title 22 VMC, the registration of any rental property may be denied, suspended or revoked by the Director based on one or more of the following grounds:
 - 1. The registration was procured by fraud or false representation of fact;
 - 2. The application submitted was incomplete; or
 - 3. The declaration of compliance submitted was known, or should have been known, to be false;
 - 4. The applicant or registration holder has failed to comply with any of the provisions of this chapter;
 - 5. The applicant or registration holder is in default in any fee due to the city under this chapter;
 - 6. The continued operation of any rental housing unit at the rental property will result in danger to public health, safety, or welfare by reason of any of the following:
 - a) The city is provided notice of a violation of the building code, the fire code, or violations of any other applicable city code or state law which endangers or impairs the health or safety of the tenant.

- b) The applicant or registration holder has been convicted of a crime which bears a direct relationship to the operation of a residential housing unit under the residential rental registration issued pursuant to this chapter.
- B. If the registration of any rental property is denied, or the registration license is suspended or revoked, the Department shall notify the owner in writing by mailing the denial or revocation notice by first-class mail to all owner and agent addresses identified in the registration application. The notice will state the reason for denial, suspension or revocation, that enforcement action is contemplated, and that such person shall have a specified period of time in which to correct the violation.
- C. The rental property will be granted registration only after:
 - 1. Any and all deficiencies on which the suspension, revocation, or denial were based have been corrected;
 - 2. The applicant pays the appropriate registration fee under VMC 5.08.030 and any late fees per VMC 5.08.040.

Section 11. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.100, and shall read as follows:

5.08.100 Appeals.

- A. The owner may appeal the denial, suspension, revocation, or other decision of the Director pursuant to the appeal procedures set forth in VMC 5.01.140, provided that the “Director” for purposes of such appeals shall be the Director of Economic Prosperity and Housing.
- B. An owner’s failure to strictly comply with the procedures of VMC 5.01.140, as modified by this section, shall constitute a waiver of any challenge, administrative or judicial, of any determination, decision, or interpretation by the Director under this chapter.

Section 12. A new section is enacted and added to chapter 5.08 VMC, to be codified at VMC 5.08.110, and shall read as follows:

5.08.110 Immunity, No Warranty by City, and No Private Right of Action

- A. The purpose of this chapter is to promote the safety and welfare of the general public and not to create or designate any particular class of persons who will or should be specially protected by its terms. Nothing contained in this chapter is intended nor shall be construed to create any liability on the part of the city or its employees for any injury or damage resulting from the failure of an owner, landlord, inspector, or other individual to comply with the provisions of this chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter on the part of the city or its employees.
- B. By enacting and undertaking to enforce this program, the City, City Council, its agents and employees do not warrant or guarantee the safety, fitness or suitability of any dwelling in the City or any unit under this program. Owners and occupants should take whatever steps they deem appropriate to protect their interests, health, safety and welfare. Nothing contained in this chapter is intended to create a private right of action.
- C. Nothing in this ordinance shall limit the City's ability to inspect properties and issue citations for property-related conditions that may constitute an immediate health or safety threat.

Section 14 . Chapter 22.01.030 VMC (as last amended by Ord. M-4092 § 3 in 2014) shall be amended to read as follows:

The enforcement provisions of Title [22](#) shall apply to the following substantive VMC chapters and titles:

[VMC chapter 5.08, Rental Housing Registration](#)

VMC chapter [5.20](#), Display of Paraphernalia

VMC chapter [5.62](#), Commercial recycling;

VMC chapter [5.76](#), Taxi Code.

VMC chapter [5.85](#), Ambulances

VMC chapter [6.12](#), Garbage disposal;

VMC chapter [8.20](#), Nuisances;

VMC chapter [8.52](#), False Alarms, for the purposes of criminalizing the violation under 22.02.020
and for purposes of the appeal procedures under VMC chapter [22.03](#) only;

VMC chapter [11.20](#), Newsracks;

VMC chapter [11.30](#), Street frontage maintenance;

VMC chapter [11.40](#), Traffic control code;

VMC chapter [11.50](#), Utilities in the right of way;

VMC chapter [11.60](#), Street Use Permits;

VMC chapter [11.80](#), Street standards;

VMC chapter [11.90](#), Construction in the right-of-way;

VMC chapter [12.04](#), Street trees;

VMC chapter [14.04](#), Water and Sewer Use – Regulations and Charges;

VMC chapter [14.08](#), Connection to Public Sewers;

VMC chapter [14.09](#), Stormwater Management – Regulations and Charges;

VMC chapter [14.24](#), Erosion control;

VMC chapter [14.25](#), Stormwater control;

VMC chapter [14.26](#); Water resources protection;

VMC chapter [16.04](#), Firecode;

VMC chapter [16.20](#), Fireworks;

VMC chapter [16.30](#), Consumer fireworks;

All chapters in Title [17](#) of the VMC, but not including VMC chapter [17.39](#). Title [22](#) shall not limit any corrective actions or remedies contained in Title [17](#) of the VMC;

VMC Title [20](#), Development code, except that Title [22](#) shall not apply to the damages calculations under VMC chapter [20.770](#), Tree Conservation, but shall apply to 20.770 for the purposes of enforcement procedures under VMC chapter [22.02](#) and the appeal procedures under VMC chapter [22.03](#).

Section 15. Rental Registration License Fee Waiver. Notwithstanding any other provisions of this Ordinance, Rental properties registered within 90 days of the date the City's online registration system becomes publicly available shall be exempt from paying the rental registration fees imposed by VMC 5.08.040 for 2026. This temporary fee waiver is intended to encourage early compliance and support the implementation of the rental registration program.

Section 16. Director Authority During Implementation Period. Until December 31, 2026, the Director shall have the authority to administratively extend the January 1, 2026 deadline for rental registration to allow for program implementation as well as the authority to waive, in whole or in part, penalties and interest associated with late registration. The Director may establish general criteria or administrative guidelines under which such waivers may be granted, including but not limited to delayed awareness of program requirements, technical challenges, or other good cause. Waivers issued under this section shall not require individualized findings unless otherwise determined necessary by the Director.

Section 17. 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 18. Effective Date. This ordinance shall become effective on January 1, 2026.

DATE OF FINAL PASSAGE at a Regular Meeting of the Vancouver City Council:

_____.

SIGNED this _____ day of _____, 20__.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver relating to the creation of a rental registration program; adopting a new Chapter 5.08 to the Vancouver Municipal Code; enacting new sections VMC 5.08.010, 5.08.020, 5.08.030, 5.08.040, 5.08.050, 5.08.060, 5.08.070, 5.08.080, 5.08.090, 5.08.100, 5.08.110, and 5.08.120; amending VMC 22.01.030; providing for the implementation of the rental registration program; providing for severability; and setting an effective date.

The full text of this ordinance will be mailed upon request. Contact public records staff at (360) 487-8480, citypdr@cityofvancouver.us, or via [Public Records Request -The City of Vancouver, WA](#).



CITY OF
Vancouver
WASHINGTON

Rental Registration VMC 5.08

Patrick Quinton, Director
Samantha Whitley, Housing Programs Manager

June 16, 2025 Council Consent Agenda
July 14, 2025 Public Hearing

Agenda

- Background and Need
- Rental Housing Characteristics
- Registration Requirements
- Program Information
- Timeline
- Requested Action



Background

Repeated priority from community stakeholders

2016 Affordable Housing Task Force

- Require multi-family projects to be inspected on a routine basis to keep units safe and livable
- Preserve existing housing stock and avoid tenant displacement caused by severe code violations

2019 RESIDE Vancouver

Create an ordinance requiring all rental properties to register with the City to receive a permit demonstrating each unit's habitability and code compliance prior to tenant occupation.

2023 Heights Equitable Development

Support low-income renters through tenant protections, including legal assistance, rental registration, and rights of first refusal.



Rental Habitability Advisory Group

Program requirements formulated with stakeholders in 2024

Representatives from:

- Landlords
- Property Managers
- Tenants Rights Organizations
- Affordable Housing Developers
- Market Rate Developers
- Residents
- Homeless Service Providers
- Landlord Associations
- Landlord & Tenant Attorneys and Mediators



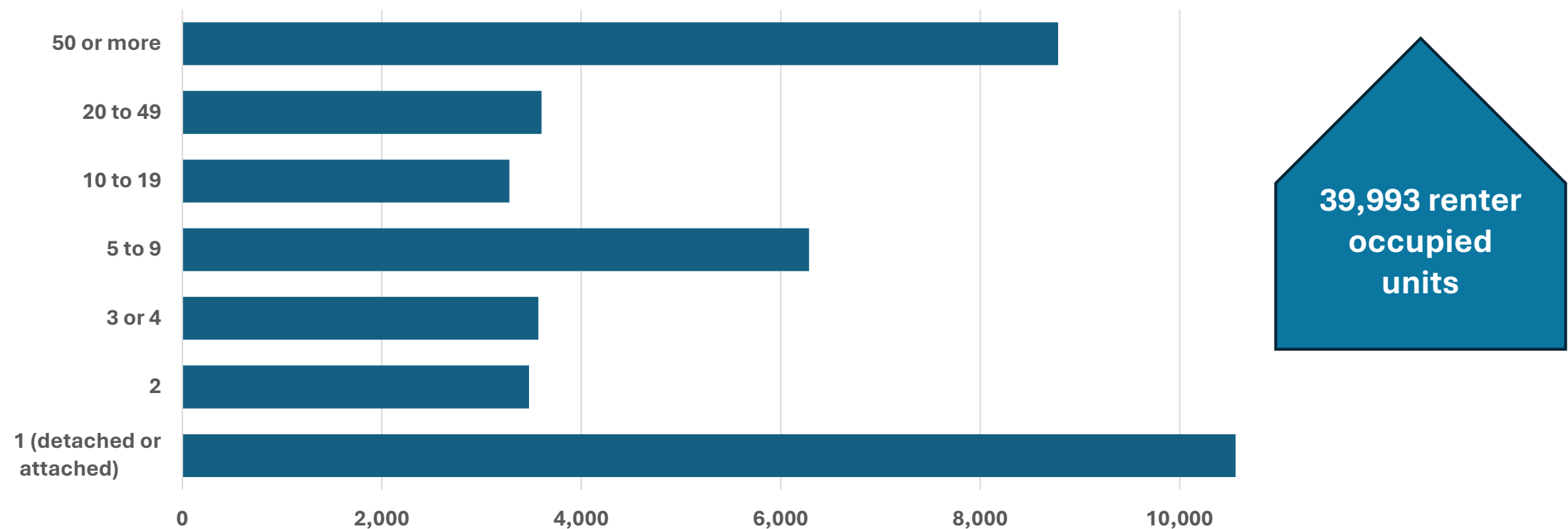


Need for Rental Registration

- City lacks comprehensive data on rental housing supply
- Lack of basic data inhibits communication with landlords and property managers
- Better data will lead to enhanced City support for landlords and tenants
- Database will allow City to enforce basic safety standards

Vancouver Rental Unit Distribution

Rental housing is concentrated in 1-4 unit or 50+ unit properties

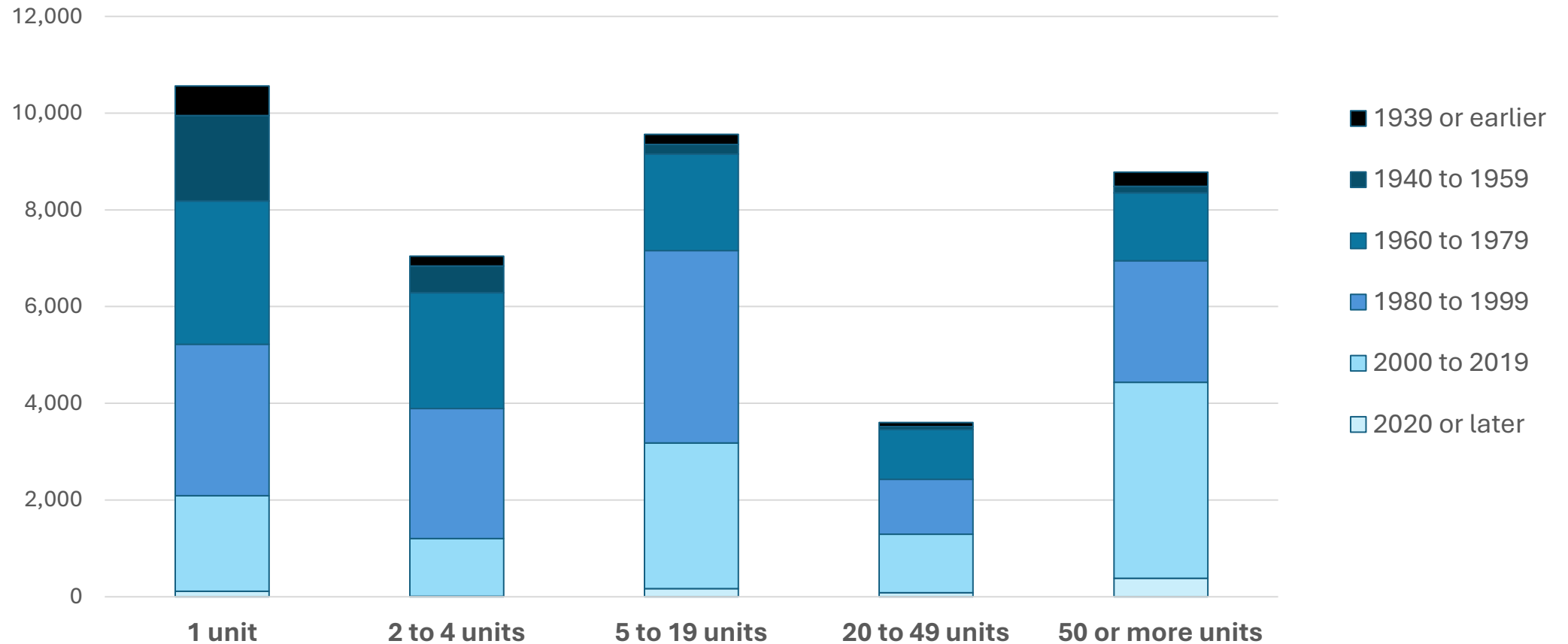


Source: ACS 5-Year Data Tables, Table S25032, 2023



Rental Housing Age Distribution

1 – 4 unit projects have higher percentage of older buildings



Source: ACS 5-Year Data Tables, Table B25127, 2023



Registration Requirements

Topic	Proposal
Registration	Rental property owners will be required to obtain or renew rental registration in addition to a City business license each calendar year. Rental housing owners will be required to register units at the beginning of each calendar year with a filing deadline of February 15.
Required Information	• Rental property name and address • Year built • Type of rental (multifamily, duplex, ADU, single-family, etc.) • Number of units and number of bedrooms/baths for each unit • Number of units restricted to tenants earning less than 60% AMI • Owner contact information • Local contact, if applicable
Exemptions	• Short-term rentals, hotels, emergency shelter, nursing homes and hospitals • Owner-occupied single-family housing (i.e., mobile homes or renting a bedroom) • No other long-term rental housing units will be exempt from registration • Income-restricted housing affordable to households earning less than 60% of area median income must register but are exempt from registration fee.



Fee and Costs

Topic	Proposal
Fee	\$30/unit fee each year as part of the annual rental registration process
Incentive	To encourage initial registration, the City will waive the first-year registration fee if property is registered within first 90 days of program launch.
Marketing, Education and Outreach	The City will work with partners to perform extensive communication and outreach prior to launch; replaced by ongoing education and mailing costs. The new code requires housing providers to notify tenants about the registration program and resources available.
Staff Cost Assumption	The City will provide staff support in four roles: • Rental registration program coordination and reporting • Special licensing/accounting assistance • Code enforcement (for auditing, failed unit referrals) • Program Support specialist
Relocation Set Aside	Funded through annual registration fees; goal of \$50k in fund





Registration Information

Property owners will:

- display copy of registration at property
- provide tenants with written information regarding registration program and resources at lease up

New City website will provide:

- listing of registered properties
- registration instructions and FAQ
- information on landlord and tenant resources



Community Awareness Strategy

Targeted Communication

- Community partners
- Rental housing associations
- Property management firms

General Public Information

- Online: website, social media, webinars
- Publish: Columbian, neighborhood newsletters
- Direct mail: notices to rental property owners
- In-person: community events



Estimated Timeline for Program Implementation





Requested Action

Approve ordinance creating Chapter 5.08 of the Vancouver Municipal Code establishing a Residential Rental Registration Program and amending VMC 22.01.030 to include this new chapter under City enforcement provisions.



AN ORDINANCE of the City of Vancouver relating to changes to the City's Multi-Family Housing Tax Exemption (MFTE) Program; adopting an amendment to section 3.22.040, of the Vancouver Municipal Code (VMC); allowing for a deferral of the market rate option affordable housing fee payment, providing for severability, and setting an immediate effective date.

Staff Report: 156-25

To: Mayor and City Council
From: City Manager
Date: July 14, 2025

Subject

Multi-Family Tax Exemption Program Affordable Housing Fee In Lieu Payment Deferral

Key Points

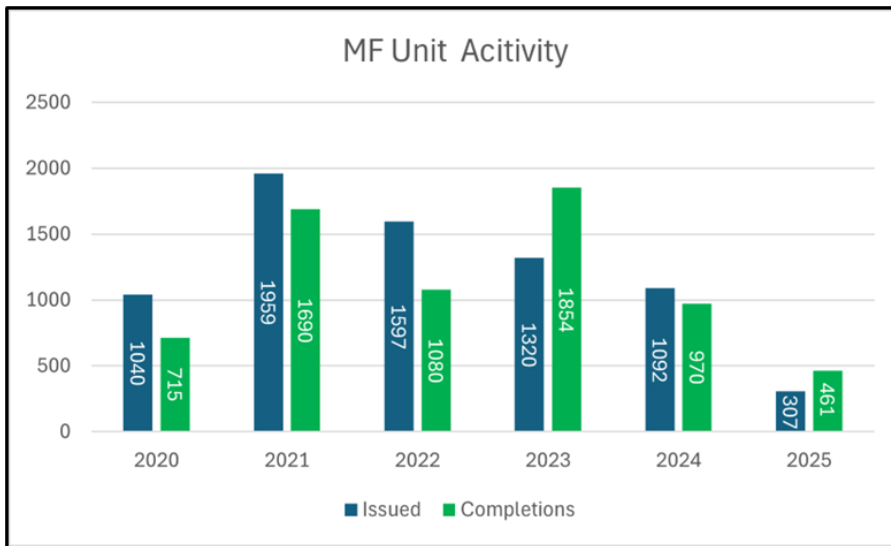
- City of Vancouver multifamily housing permit starts are well below annual production goals.
- Deferral of the multifamily tax exemption (MFTE) Affordable Housing Fee (Fee in Lieu) improves the feasibility of new housing development and helps promote new housing production.

Strategic Plan Alignment

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

Present Situation

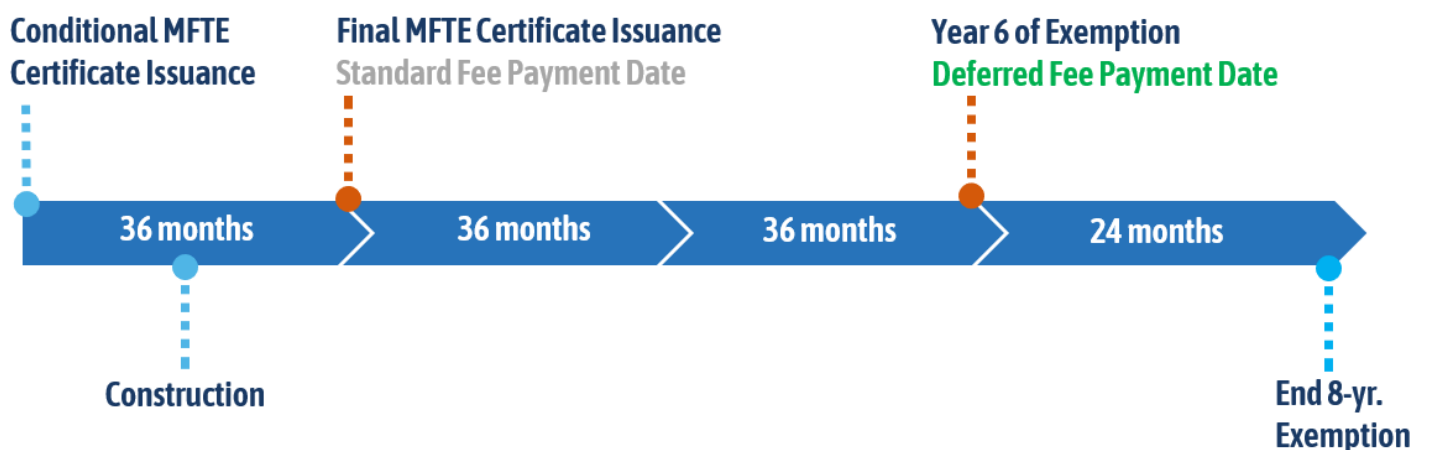
City of Vancouver residents continue to struggle with housing costs and the availability of affordable housing. Approximately 50% of households in Vancouver are renters, and many of these households experience significant financial burdens from paying more than 30% of their household income for rent and utilities. In response, the City has expanded incentives to encourage new affordable and market-rate housing production through programs such as: 1) the Multifamily Tax Exemption program, 2) the Construction Sales and Use Tax deferral program, 3) the Affordable Housing Fund, 4) Community and Development Block Grant and HOME program funding, and 5) zoning code amendments to promote density and development feasibility. Unfortunately, housing production within the City continues to fall well short of the annual production goal of 2,000 units needed to close the housing deficit.



Since the last major revision to the MFTE program in 2023, under which an additional 6 eligible target areas were added, only two projects have applied and received final approval (Grand Vista, a 79-unit income-based project, and Parkview Heights, an 18-unit income-based project). As a result, additional actions are necessary by the City to facilitate increased development activity until market conditions for housing development improve.

City staff are proposing an additional series of planned incentives, including amendments to impact fee and system development charge payments, minimum parking requirements, development plan review delivery times and the MFTE program. Cumulatively, these changes are estimated to improve the return on investment on new housing development by as much as 1% - 2%.

The proposed amendment would defer payment of the required Affordable Housing Fee (also known as Fee-in-Lieu payment) for market-rate projects from the time of final exemption certificate issuance (typically building occupancy) to Year 6 of the 8-year exemption. This change benefits the applicant by eliminating the need to finance the amount of the required payment prior to occupancy and allowing the project owner to use operating revenues after stabilization or proceeds from a refinance or sale to fund the payment.



As an example, the Fee-in-Lieu payment for the Waterfront Block 1, project currently under construction, is 50% of the estimated value of the tax exemption or \$1,555,000. The cost of paying the Fee-in-Lieu at occupancy permit inspection rather than in Year 6 is \$560,800 in interest over the

six-year period using a 6% interest rate.

The timing of the Fee-in-Lieu payment is not formally codified in the VMC 3.22 text. This amendment will codify both a “standard” and “deferred” option for payment of the fee. Under the standard payment option, the applicant pays the affordable housing Fee-in-Lieu prior to the issuance of the final MFTE certificate. Under the deferred fee payment option, the applicant would pay the Fee-in-Lieu at the end of the sixth year of the eight-year exemption period. To be eligible for the deferred payment option, the applicant will be required to:

1. Pay a deferral fee equal to 10% of the value of the Fee-in-Lieu payment at the end of year 6 of the exemption period.
2. Record a lien on property to be released once the Fee-in-Lieu payment is made to the City of Vancouver.
3. Obtain approval of all project building permits within one year of the conditional MFTE certificate. If all necessary building permits for the project are not received within one year following the conditional MFTE certificate issuance, then the project will no longer be eligible for the deferred payment option and will use the standard payment option and make payment prior to the final MFTE certificate.

Advantage(s)

Provides additional incentive tool to encourage new housing development.

Challenge(s)

Potential decrease in interest earned by the City during the deferral period of the Fee-in-Lieu payment.

Budget Impact

None. The Fee-in-Lieu payments are not included in the City revenue projections. The projected amount of deferred payments will depend on the number of projects that choose to defer the fee and the value of those exemptions.

Prior Council Review

- Housing Program Workshop June 9th 2025
- July 7, 2025 - Consent Agenda

Action Requested

On Monday, Monday, July 14, 2025, upon second reading and a public hearing, approve the ordinance.

Staff Contact

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

Attachments:

1. Presentation
2. Ordinance



CITY OF
Vancouver
WASHINGTON

MFTE Program Amendment Affordable Housing Fee in Lieu Deferral

Vancouver City Council
July 14, 2025

Bryan Monroe- Associate Housing Coordinator-
Economic Prosperity & Housing



Agenda

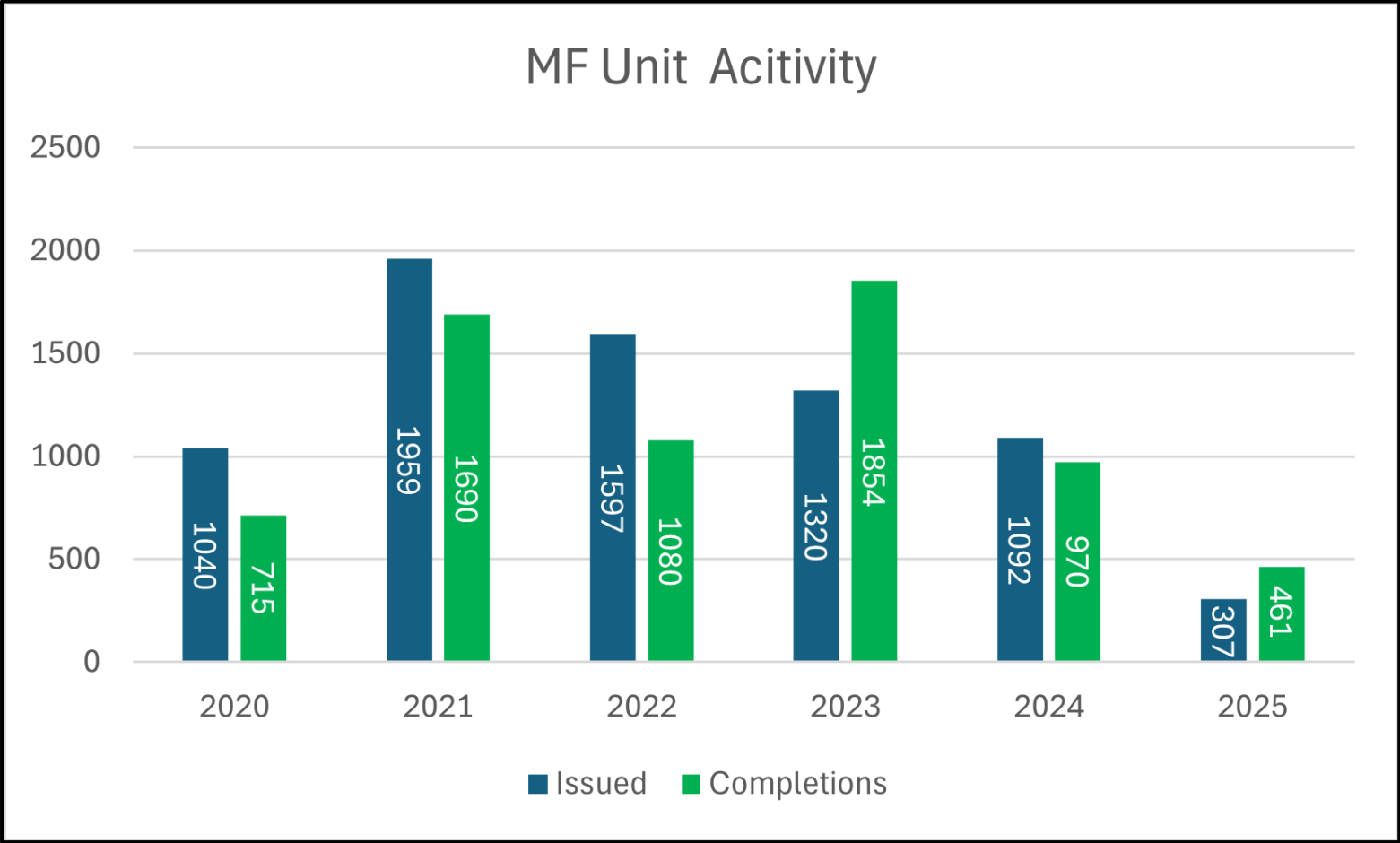
- Current Incentives
- MF Unit Production
- Proposed Incentives
- MFTE Details
- New Payment Timeline
- Potential Impacts
- Discussion / Questions

Current Incentives

- Multifamily Tax Exemption
- Construction Sales Tax Deferral
- Affordable Housing Fund
- Federal CDBG/HOME
- Zoning Code Amendments

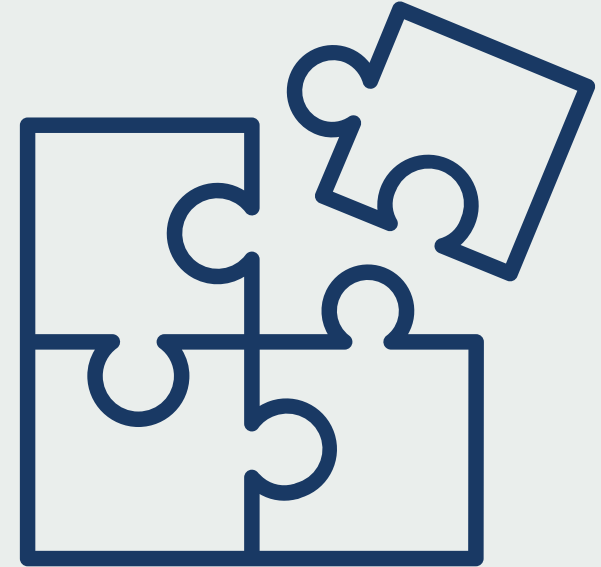


MF Housing Unit Permits



2025 Proposed Incentives

- **MFTE - Affordable housing fee in lieu payment deferral**
- MFTE – Two-year waiver of application fee
- Reduction in parking minimum for affordable housing
- Deferral of System Development Charge (SDC) and Impact Fee payments
- Reduction permit review timelines



MFTE- VMC 3.22 Amendment

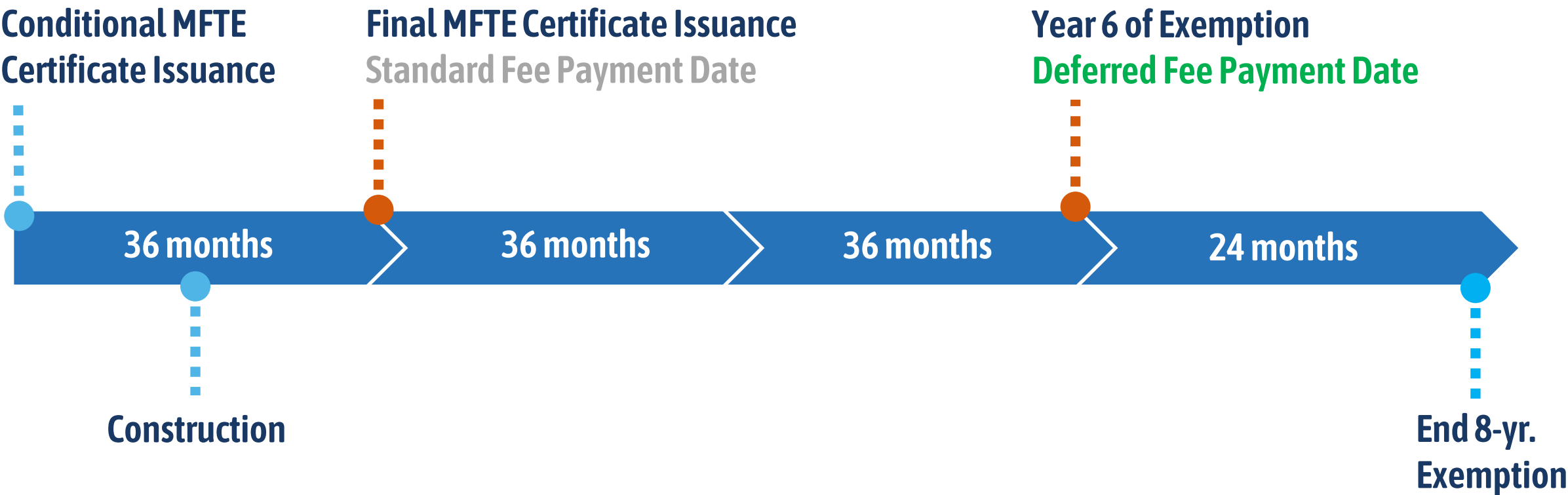
Deferral of affordable housing fee in lieu payment from final MFTE certificate issuance to the end of Year 6 of the 8-year market rate tax exemption.

Deferral of fee in lieu payment will require:

- Additional 10% of the value of the deferred payment
- Recorded lien on property until payment is made
- Approval of project building permits within one year of the conditional MFTE certificate



Proposed Fee Payment Timeline



Fee in Lieu Payment Deferral Savings

Vancouver Waterfront

194 unit project

\$1,555,000 (50% fee in lieu)

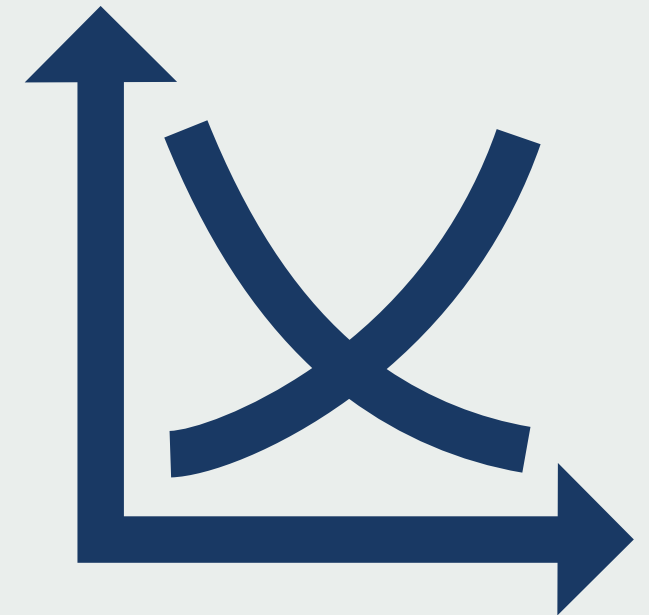
6% interest over 6 years would be \$560,000

Evergreen/Grand

79 unit project

\$317,000 (25% fee in lieu)

6% interest over 6 years would be \$114,000



Thank You



bryan.monroe@cityofvancouver.us | 360-487-7958



7/7/25 (Date of First Reading)

7/14/25 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE of the City of Vancouver relating to changes to the City's Multi-Family Housing Tax Exemption (MFTE) Program; adopting an amendment to section 3.22.040, of the Vancouver Municipal Code (VMC); allowing for a deferral of the market rate option affordable housing fee payment, providing for severability, and setting an immediate effective date.

WHEREAS, Washington State law (RCW 84.14) authorizes cities to adopt an MFTE program in certain residential target areas for the purpose of incentivizing the development of multiple-unit housing including creating additional affordable housing, encouraging urban development and density, increasing market rate workforce housing, developing permanently affordable housing opportunities, promoting economic investment and recovery, and creating family-wage jobs, and

WHEREAS, the City of Vancouver adopted a Multi-Family Housing Tax Exemption (MFTE) program in 1997 through Ordinance M-3314 and updated most recently in December 2024 through Ord M-4474, and

WHEREAS, U.S. Census American Community Survey estimate data indicates approximately 50% of Vancouver residents are renters; and

WHEREAS, U.S. Census American Community Survey estimate data indicates approximately 53% of Vancouver renters are cost burdened, expending more than 30% of their income on housing costs; and

WHEREAS, according to data from the City of Vancouver permitting system, building permit issuance and completion rates continue to fall behind production goals aimed at relieving the effects of housing supply and demand.

WHEREAS, City Council desires to encourage additional housing production through provisions of development incentives, and

WHEREAS, City Council desires to amend the MFTE section of the Vancouver Municipal Code to allow for a deferred payment of the MFTE affordable housing fee for market rate development, and

WHEREAS, the City Council finds that the amendment of the MFTE program set forth in this Ordinance will promote the general welfare and convenience of the people of Vancouver, and will encourage the development of additional multi-family housing units within the City; and

WHEREAS, with proper notice to the public, the Vancouver City Council conducted a first reading of the proposed ordinance on July 7, 2025, and a public hearing concerning the ordinance and proposed code change on July 14, 2025.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. **Recitals Adopted as Findings.** The City Council hereby adopts and incorporates by reference the above recitals and the information in SR_____ as findings as findings in support of this Ordinance.

Section 2. **Amendment.** Vancouver Municipal Code Section 3.22.040 D (9) entitled “Options Under the Program” as initially codified by Ordinance Ord. M-3314 and last amended by Ordinance M-4474 is hereby amended as follows:

9. *Options Under the Program.* To be eligible for the MFTE tax exemption program option under this chapter, the applicant must either commit to providing income-based housing in exchange for a 12-year tax exemption, or, alternatively, must pay an affordable housing fee in lieu of providing income-based housing (“affordable housing fee”) and meet certain density requirements in exchange for an eight-year market rate tax exemption. The criteria for these options are set forth below:

a. The market-rate exemption option is an eight-year exemption that is contingent upon payment of an affordable housing fee in lieu of providing income-based housing as a part of the project (“affordable housing fee”). The affordable housing fee is determined by the specific target area and density as set forth in Table 1. Depending upon the target area and the density of the project, the affordable housing fee shall be either 25 percent or 50 percent of the net present value of the property tax exemption over the life of the exemption. Affordable housing fees paid pursuant to this subsection shall be held in a separate fund and used to develop affordable housing in the city.

The affordable housing fee in lieu shall be paid by one of the following options:

- i. Standard- Prior to the issuance of the multifamily tax exemption final certificate.
- ii. Deferred- Prior to the end of the sixth year of the tax exemption period. The deferred payment option requires a fee equal to 10% of the affordable housing fee in lieu. The deferral fee is due at the end of the sixth year of the exemption. Deferral of the affordable housing fee requires a surety in the form of a lien to be recorded with the Clark County Auditor’s Office prior to issuance of the conditional tax exemption certificate. Projects receiving a deferral of the affordable housing fee must receive approved building permits for all exempted buildings within one year of the MFTE conditional certificate issuance. If all building permits are not approved within one year the project will only be eligible for the standard fee payment option.

b. The ownership option units will not be subject to the affordable housing fee. Starting from the date of the conditional certificate of tax exemption approval and throughout the exemption period, the MFTE ownership units shall not sell for more than two times the

United States Department of Housing and Urban Development (HUD) HOME homeownership value limit for newly constructed housing in Clark County, which is updated annually by HUD. Owners may contact the director at any time to confirm current resale price limits. The owner shall provide the director written notice of property sale 30 days in advance of recording the new deed with the Clark County Auditor. Exceeding the resale price limit shall constitute noncompliance and will initiate the cancellation of the exemption under VMC 3.22.040(Q) and subject the owner to the effect of cancellation under VMC 3.22.040(Q)(1). The required number of ownership units for each target area are set forth below in Table 1.

c. The income-based option is a 12-year tax exemption under which applicants must commit to renting at least 20 percent of the total development units as income-based housing to households with annual incomes at or below 80 percent of area median income. If the total number of MFTE units calculated contains a fraction, then the number of MFTE units shall be rounded up to the next whole number. The ratio of MFTE unit types (bedrooms) shall be equal to the unit type ratio for the entire development. The property owner must provide information regarding tenant outreach regarding the availability of designated income-based units when advertising the property.

Table 1 below summarizes the options and corresponding requirements for market rate projects in each residential target area. To encourage production of larger family-size units, for the purposes of calculating the development density required to reduce the affordable housing fee in-lieu percentage, three-bedroom units will count as one and one-half units and four or more bedroom units will count as two units.

Table 1.

Residential Target Area	Option 1 Market Rate With Affordable Housing Fee	Option 2 Market Rate With Density Requirements and/or Affordable Housing Fee	Option 3 Ownership

Downtown Waterfront	50%	275 dwelling units/acre + 25% Affordable Housing Fee In Lieu	No Affordable Housing Fee In Lieu; Minimum of 12 units required
Vancouver City Center	50%	225 dwelling units/acre + 25% Affordable Housing Fee In Lieu	
East Vancouver	50%	200 dwelling units/acre + 25% Affordable Housing Fee In Lieu	
Uptown	25%	160 dwelling units/acre	
Evergreen/Grand	25%	90 dwelling units/acre	No Affordable Housing Fee In Lieu; Minimum of 4 units required
Fourth Plain Corridor	25%	90 dwelling units/acre	
Mill Plain Corridor	25%	90 dwelling units/acre	
Upper Main Street Corridor	25%	90 dwelling units/acre	

~~b. The income-based option is a 12-year tax exemption under which applicants must commit to renting at least 20 percent of the total development units as income-based~~

~~housing to households with annual incomes at or below 80 percent of area median income. If the total number of MFTE units calculated contains a fraction, then the number of MFTE units shall be rounded up to the next whole number. The ratio of MFTE unit types (bedrooms) shall be equal to the unit type ratio for the entire development. The property owner must provide information regarding tenant outreach regarding the availability of designated income-based units when advertising the property.~~

Section 3. **Effective Date.** This ordinance shall be effective immediately upon passage.

DATE OF FINAL PASSAGE by the Vancouver City Council:

SIGNED this _____ day of _____, 2025.

Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver relating to changes to the City's Multi-Family Housing Tax Exemption (MFTE) Program; adopting an amendment to section 3.22.040, of the Vancouver Municipal Code (VMC); allowing for a deferral of the market rate option affordable housing fee payment, providing for severability, and setting an immediate effective date.

The full text of this ordinance will be mailed upon request. Contact public records staff at (360) 487-8480, citypdr@cityofvancouver.us, or via [Public Records Request -The City of Vancouver, WA](#).