

City Council Meeting Agenda August 4, 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. August 4, 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 August 4, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on August 4, 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: 4:45-6:00 p.m.

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

Comprehensive Plan Update

(Approximately 45 minutes)

Rebecca Kennedy, Deputy Community Development Director,
rebecca.kennedy@cityofvancouver.us

Clark County Parks Sustainable Funding Team

(Approximately 30 minutes, to immediately follow the previous workshop)

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

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

Regular Council Meeting

6:30 PM

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

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - July 7, 2025

Minutes - July 14, 2025

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 - NE 122nd Ave Sewer and Water Improvements - ITB 25-30

Staff Report: 157-25

Request: On Monday, August 4, 2025, award a construction contract for NE 122nd Avenue Sewer and Water Improvements Project to the lowest responsive bidder, Halme Excavating, Inc., of Battle Ground, WA, at the bid price of \$1,117,708.60, which includes Washington State Sales tax, and authorize the City Manager, or designee, to finalize and execute the contract and authorize any legal action necessary to enforce the terms of the same.

Sheryl Hale, Engineering Manager, sheryl.hale@cityofvancouver.us

2. Bid Award - Trunk G2 Sewer Diversion - ITB 25-31

Staff Report: 158-25

Request: On Monday, August 4, 2025, award a construction contract for the G2 Trunk Diversion project to the lowest responsive and responsible bidder, Tapani, Inc of Battle Ground,

WA at their bid price of \$2,014,933.57, which includes Washington State sales tax, and authorize the City Manager or designee to finalize and execute a contract and authorize any legal action necessary to enforce the terms of the same.

Sheryl Hale, Engineering Manager, sheryl.hale@cityofvancouver.us

3. Contract Amendment - United Rentals for Hygiene Units at Safe Stay and Safe Park Communities - C-101224

Staff Report: 159-25

Request: On Monday, Monday, August 4, 2025, authorize the City Manager, or designee, to execute a contract amendment for rental, waste removal and water fills of restroom/shower units (hygiene) to our safe stay and safe park communities.

Kimbra Ledbetter, Financial Analyst, Kimbra.Ledbetter@cityofvancouver.us

4. Contract Increase – Increase Spending for Bound Tree Medical LLC Contract through BuyBoard 704-23 for First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment - C-101251

Staff Report: 160-25

Request: On Monday, August 4, 2025, authorize the City Manager, or designee, to continue purchasing First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment from Bound Tree Medical LLC, under BuyBoard Contract #704-23, up to a maximum of \$450,000 for the life of the contract.

Michelle Bresee, Senior Management Analyst, michelle.bresee@cityofvancouver.us

5. Contract Amendment - Green Janitorial Products and Supplies, Waxie's Enterprises, LLC - WA Department of Enterprise Services - C-101486

Staff Report: 161-25

Request: On Monday, August 4, 2025, authorize the City Manager, or designee, to continue purchasing green janitorial products and supplies from Waxie's Enterprises, LLC, under Washington State Contract #25723, up to a maximum of \$800,000 through October 1, 2028.

Brian Taylor, Operations Superintendent, brian.taylor@cityofvancouver.us

6. Interagency Agreement - City Hall Lighting Upgrade

Staff Report: 162-25

Request: On Monday, August 4, 2025, award a contract and authorize the City Manager, or designee, to finalize and execute a construction contract and any required amendments with Ameresco of Portland, OR for the lighting upgrades at City of Vancouver City Hall at their bid price of \$803,027, 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

7. Purchase and Sale Agreement - 2575 Falk Road

Staff Report: 163-25

Request: On Monday, August 4, 2025, approve the City's acquisition of the Parcel at 2575 Falk Road, Vancouver, WA 98661 pursuant to the Purchase and Sale Agreement ("PSA"), and authorize the City Manager, or designee, to finalize and execute the Purchase and Sale Agreement in substantially the form attached and to execute all other documents and related agreements necessary to implement the Purchase and Sale Agreement.

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

8. Resolution Requesting a Voted Measure from the City to be Placed on the Ballot during the General Election on November 4, 2025, Proposing a Property Tax Levy Lid Lift to Fund Police and Public Safety Services

A RESOLUTION of the City Council of the City of Vancouver, Washington, providing for the submission to the qualified electors of the City of Vancouver at the November 4, 2025, General Election of a proposition authorizing the City to increase its regular property tax levy above the limit established in chapter 84.55 RCW to fund police and public safety services; requesting the Clark County Auditor to place the proposition on the November 4, 2025, ballot; and approving matters properly related thereto.

Staff Report: 164-25

Request: On Monday, August 4, 2025, adopt the proposed resolution authorizing a proposition to be put before voters during the November 4, 2025, general election that, if approved by voters, would increase the City's regular property tax levy limit by approximately \$0.15 per \$1,000 in assessed value, in addition to the annual 1% increase, to fund police and public safety services as set forth the ballot proposition. The 2026 levy would serve as the basis to calculate future levies.

Lon Pluckhahn, City Manager, lon.pluckhahn@cityofvancouver.us

9. 2025 Site Specific Rezone - 58th Street

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver; amending the zoning map designation from R-22 to R-50 at a 1.6 acre property at 7711 and 7809 NE 58th Street, tax lots 107971000 and 107982000; providing for severability; and establishing an effective date.

Staff Report: 165-25

Request: On Monday, August 4, 2025, advance for consideration of the ordinance approving the 58th Street rezone to R-50, for a second reading and review at the public hearing on August 11, 2025.

Bryan Snodgrass, Principal Planner, bryan.snodgrass@cityofvancouver.us

10. 2025 Site Specific Rezone - Bella Grove

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver; amending the zoning map designation from R-18 to R-30 at a 6.2 acre property at 13401 and 13309 NE 59th Street, tax lots 107812000 & 107814000; providing for severability; and establishing an effective date.

Staff Report: 166-25

Request: On Monday, August 4, 2025, advance for consideration of the ordinance approving the Bella Grove rezone to R-30, setting the date for the second reading and public hearing for August 11, 2025.

Bryan Snodgrass, Principal Planner, bryan.snodgrass@cityofvancouver.us

11. Boards and Commissions Member Removal – Transportation and Mobility Commission (VMC 11.75.020(B)(4))

Request: On Monday, Monday, August 4, 2025, Pursuant to VMC 11.75.020(B)(4) and the TMC Bylaws, remove Michael Moore from membership on the Transportation and Mobility Commission effective August 4, 2025.

Mayor McEnerny-Ogle

12. Approval of Claim Vouchers

Request: Approve claim vouchers for August 4, 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. Grayrock Second Pre-Annexation Development Agreement Amendment

A RESOLUTION approving Grayrock second pre-annexation development agreement amendment.

Staff Report: 167-25

Request: On Monday, August 4, 2025, authorize the City Manager, or designee, to finalize and execute the second amendment to the Grayrock Pre-Annexation Development Agreement in substantially the form attached.

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

14. Section 30 PIT, LLC Second Pre-Annexation Development Agreement Amendment

A RESOLUTION approving section 30 PIT, LLC second pre-annexation development agreement amendment.

Staff Report: 168-25

Request: On Monday, August 4, 2025, authorize the City Manager, or designee, to finalize and execute the second amendment to the Section 30 PIT, LLC Pre-Annexation Development Agreement in substantially the form attached.

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

Unfinished Business

15. Council Action to Appoint Committees to Prepare Arguments Advocating Voters' Approval and Rejection of the Council's Proposed Amendments to the Vancouver City Charter

Staff Report: 169-25

Request:

1. By motion, formally appoint a committee to prepare arguments advocating voters' approval of the proposed amendment to the City Charter, or, alternatively, defer such action to the County Auditor.
2. By motion, formally appoint a committee to prepare arguments advocating voters' rejection of the proposed amendment to the City Charter, or, alternatively, defer such action to the County Auditor.

Aaron Lande, Assistant City Manager, aaron.lande@cityofvancouver.us

16. Council Action to Appoint Committees to Prepare Arguments Advocating Voters' Approval and Rejection of the Council's Proposed Single-Year Levy Lid Lift Property Tax Measure to Support Police and Public Safety Services

Staff Report: 170-25

Request:

1. By motion, formally appoint a committee to prepare arguments advocating voters' approval of the proposed single-year levy lid lift property tax measure, or, alternatively, defer such action to the County Auditor.
2. By motion, formally appoint a committee to prepare arguments advocating voters' rejection of the proposed single-year levy lid lift property tax measure, or, alternatively, defer such action to the County Auditor.

Aaron Lande, Assistant City Manager, aaron.lande@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.



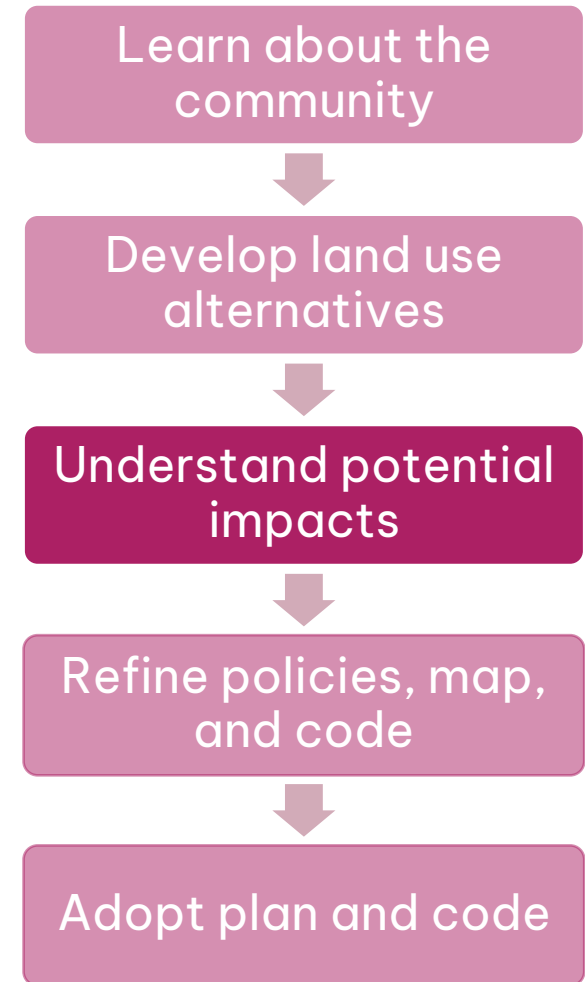
Comprehensive Plan Update Draft EIS Findings Part 2

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

August 4, 2025

Agenda

- **Recap:**
 - ➔ Comprehensive Plan, Alternatives, and EIS Process
- **Potential Impacts and Mitigation**
 - ➔ Key Themes
 - ➔ Follow up from Part 1
 - ➔ Public Services and Utilities
 - ➔ Additional Topics – historic and cultural preservation, aesthetics, noise, earth, water resources, and plants and animals.
- **Comment Period: July 8 – September 8**
- **Next steps and Discussion**
 - ➔ Next Council Workshop: September 8 – Preferred Alternative Part 1 of 3



OUR VANCOUVER Comprehensive Plan

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

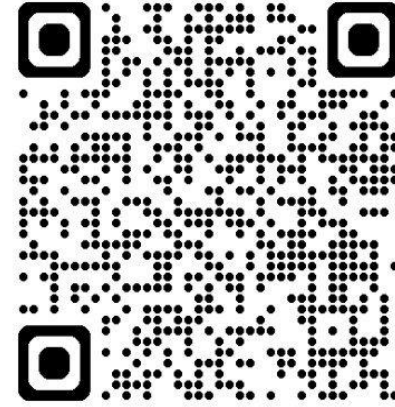
	2024	Growth	2045 Targets
Population	~200,000	+ 81,000	~281,000
Housing Units	~86,000	+ 38,000	~124,000
Jobs	~100,000	+ 43,100	~143,100

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

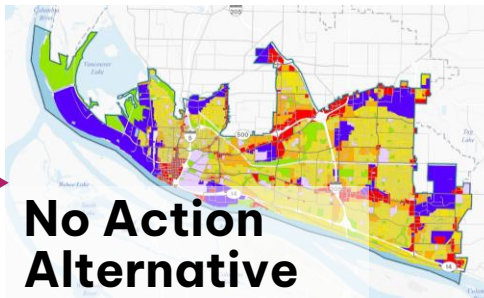
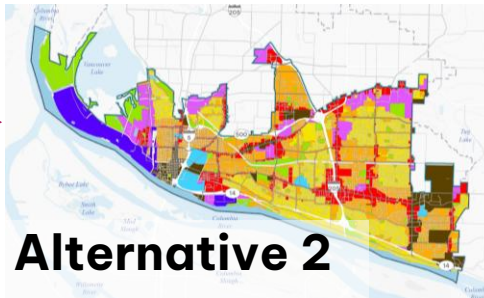
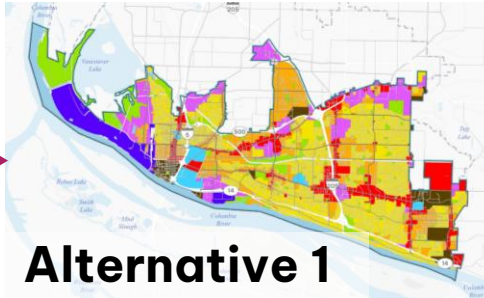
City priorities

State requirements

Community engagement

Existing and anticipated future conditions

Existing plan + automatic State laws



Draft Environmental Impact Statement (Draft EIS)

Public comment period
Jul 8 – Sep 8

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**

Key Themes from Draft EIS

- All alternatives have impacts, including No Action. Growth and change will occur no matter what.
- Generally: lowest new housing (No Action) = lowest potential impacts. Higher/highest new housing (Alternatives 1 and 2) = higher / highest potential impacts
 - Some "impacts" are beneficial, like having more and diverse housing, making it easier to site small grocery stores and childcare in neighborhoods, etc.
 - Some differences because of differences in where housing and jobs are placed.
- While **overall** impacts generally increase with housing, some **per household** impacts may decrease with more new housing.
 - For example, number of per household vehicle miles traveled decreases in the action alternatives.
- If the updated plan and regulations are better at improving our community and environment, then more re/development can improve the community and environment.
 - For example: Updates to Shoreline Master Program, Critical Areas Ordinance, and tree code; more efficient service delivery



Proposed **mitigation** = Policies, actions, and regulations that Council has helped create.

Follow up from Part 1

All alternatives would

- Increase total vehicle miles traveled to some extent, because there will be more people traveling around the City.
- Result in similar average distance of citywide vehicle trips – about 4 miles.
- Have lower emissions than Vancouver does in 2025.

	No Action Alternative	Alternative 1	Alternative 2
Miles traveled by vehicle (VMT)	Highest per household (fewest households) • But lowest overall	Lower per household than No Action • But higher overall than No Action	Lowest per household • But highest overall
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



Follow up from part 1 (cont.)

- The emissions analysis is based on vehicle miles traveled (VMT) from the regional transportation model.
 - Quantitative analysis doesn't account for potential reductions in non-transportation emissions resulting from implementation of the Climate Action Framework
 - May not fully capture potential changes in transportation patterns (e.g., mode shift, average trip length) resulting from more walkable, mixed-use neighborhoods.
 - More detailed active trip potential analysis planned for Final EIS.
- Per household VMT is lower in Alternatives 1 and 2 than No Action, which assumes fewer households and less density (less growth)



Public Services and Utilities: Potential Impacts

- **All alternatives would**
 - ➔ Increase the demand for the City's public services and utilities.
 - ➔ Have the highest new demand for public services and utilities in East Vancouver (east of I-205 to the eastern city limits).

	No Action Alternative	Alternative 1	Alternative 2
Additional need for public services and utilities	Lowest	Higher than No Action	Highest

Note: This section of the Draft EIS covers fire, police, schools, parks and recreation, water, wastewater, and sewer services, energy utilities, and solid waste



Public Services and Utilities: Mitigation

"Avoidance, Minimization, and Mitigation Measures"

- Continue to conduct regular capital project planning effort for facilities consistent with the Capital Facilities Element, other city functional plans, and service provider plans.
- The school districts would continue to address changes in student enrollment through their individual planning processes.
- Consider changes to the Parks Impact Fee structure and explore new funding sources.
- Potential goals and policies
 - ➔ Compact, efficient development within City limits
 - ➔ Regularly update 20-year and 6-year Capital Improvement Plans, adjust rates/SDCs as needed
 - ➔ Invest in emergency services, redundant and multi-use infrastructure and community preparedness to build resilience



Additional Topics: Similar Potential Impacts

To some extent, **all alternatives** would have potential impacts on

- Tree canopy, wildlife, and plant populations and habitat
- Historic and cultural preservation
- Aesthetics
- Noise
 - ➔ Similar room for new housing in areas with high transportation noise.
- Geologic hazards and erosion risks
- Surface water, wetland areas, and groundwater

Note:

- Under all alternatives, new development would need to be consistent with City regulations that help protect these resources and protect against risks.



Additional Topics: Different Potential Impacts

	No Action Alternative	Alternative 1	Alternative 2
For potential impacts listed below	Lowest	Higher than No Action	Slightly higher than Alternative 1

- Potential for
 - ➔ larger-scale buildings and associated **aesthetic / visual** impacts
 - ➔ disturbance of **historic/cultural sites**.
 - But greater allowed density could result in less pressure to redevelop historic sites.
 - ➔ construction and long-term transportation **noise** impacts in noise-sensitive areas
 - ➔ new **impervious surfaces** and associated runoff
 - ➔ impacts to **vegetation and habitat** areas
 - But more new development would be subject to updated Shoreline Master Program and Critical Areas regulations **protecting ecosystems** in Alternatives 1 and 2 than in No Action.
 - ➔ new housing units in areas with **existing low tree canopy** cover



Additional Topics: Mitigation

"Avoidance, Minimization, and Mitigation Measures"

- Continue to require new development to comply with local, state, and federal regulations that protect natural and historic/cultural resources.
- Potential goals and policies
 - ➔ Enhance green infrastructure, adopt a citywide green building policy
 - ➔ Increase urban canopy and reduce heat islands
 - ➔ Protect and restore natural habitats, increase pollinator habitat
 - ➔ Address pollution and environmental health disparities
 - ➔ Preserve and promote cultural and historic resources
 - ➔ Build inclusive public spaces, incorporate culturally specific design elements
 - ➔ Require building design elements that emphasize walkability and integrate with adjacent development



Comment Period

- **Public comment period until 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
- Online StoryMap, with Draft EIS information
- Upcoming interactive public meeting (drop in)
 - Saturday, August 9 from 11a–2p at City Hall
- Past public meetings/events
 - July 22 via Zoom
 - July 30 at Firstenburg
 - August 4 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

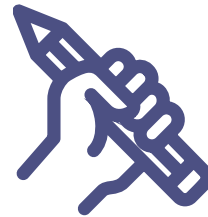
to draft a preferred alternative that **combines features** from the different alternatives.

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: August 4, 2025
TO: Vancouver City Council
FROM: Lon Pluckhahn, City Manager
RE: **OUR VANCOUVER – Draft Environmental Impact Statement Findings Part 2**
CC: Rebecca Kennedy, Deputy Director, Community Development Department
Meredith Herbst, Associate Planner, Community Development Department

Intent

This is the second of two City Council workshops to review 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 second workshop will cover the potential impacts of the alternatives on

- Public services and utilities
- Aesthetics
- Historic and cultural preservation
- Noise
- Water resources
- Plants and animals

It also addresses some of Council's questions from the first workshop about vehicle miles traveled, average trip length, and emissions (see attachment). The first workshop was on July 14, 2025 and covered the following topics: housing, land and shoreline use, transportation, and air quality, greenhouse gas emissions, and climate.

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 action 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 against each other and a “no action” alternative and describes the potential impacts and benefits of each alternative, as well as potential ways to avoid, minimize, or mitigate 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.

OUR VANCOUVER – Draft Environmental Impact Statement Findings Part 2

August 4, 2025

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- 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.

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.

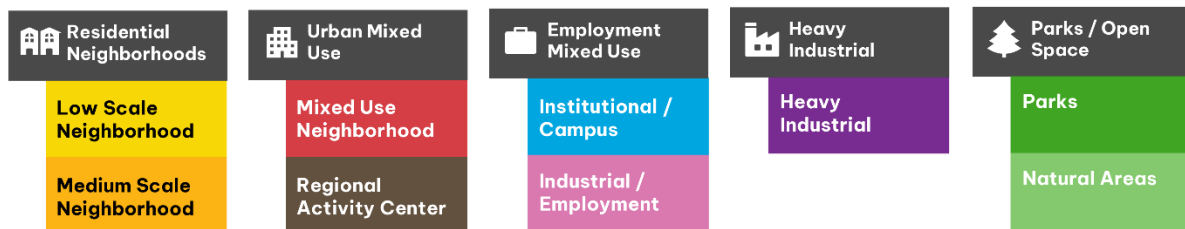


Table 1. Proposed new zoning districts with descriptions and heights.

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

OUR VANCOUVER – Draft Environmental Impact Statement Findings Part 2

August 4, 2025

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District	Description	Height
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 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
- 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	Higher potential impacts than No Action, but higher potential for development subject	Highest potential impacts, but highest potential for development subject

	new environmental protections	to new environmental protections	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.

- **Public services and utilities:** includes goals, policies, and actions that support
 - Compact, efficient development within City limits
 - Regularly updating 20-year and 6-year Capital Improvement Plans and adjusting rates/SDCs as needed
 - Investments in emergency services, redundant and multi-use infrastructure and community preparedness to build resilience
- **Aesthetics, Historic and cultural preservation, Noise, Water resources, and Plants and animals:** includes goals, policies, and actions that support
 - Enhancing green infrastructure and adopting a citywide green building policy
 - Increasing urban canopy and reducing heat islands
 - Protecting and restoring natural habitats and increasing pollinator habitat
 - Addressing pollution and environmental health disparities
 - Preserving and promoting cultural and historic resources
 - Building inclusive public spaces and incorporating culturally-specific design elements
 - Requiring building design elements that emphasize walkability and integrate with adjacent development

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, where 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, the project team is hosting two informational virtual sessions with a presentation the DEIS findings and time for Q&A:

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

Lastly, the project team will be doing targeted outreach to a wide variety of organizations throughout the community during the comment period. This includes neighborhood

OUR VANCOUVER – Draft Environmental Impact Statement Findings Part 2

August 4, 2025

Page 7 of 8

associations, community-based organizations, schools and youth, agency partners, the business community, and the many community working groups that were convened as part of the Comprehensive Plan update process and have met regularly over the last two years.

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

- 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
- July 14, City Council Workshop: Draft EIS Findings Pt. 1

Next Steps

- September 2025
 - Continued City Council and Planning Commission review of Draft EIS findings and public comments received, and initial discussions on a preferred land use possibility.
- October 2025

OUR VANCOUVER – Draft Environmental Impact Statement Findings Part 2

August 4, 2025

Page 8 of 8

- 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, and updated Title 20 development code.
- 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.
 - 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
- Attachment C – Follow-up from Part 1: VMT, Emissions, and Trip Length

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

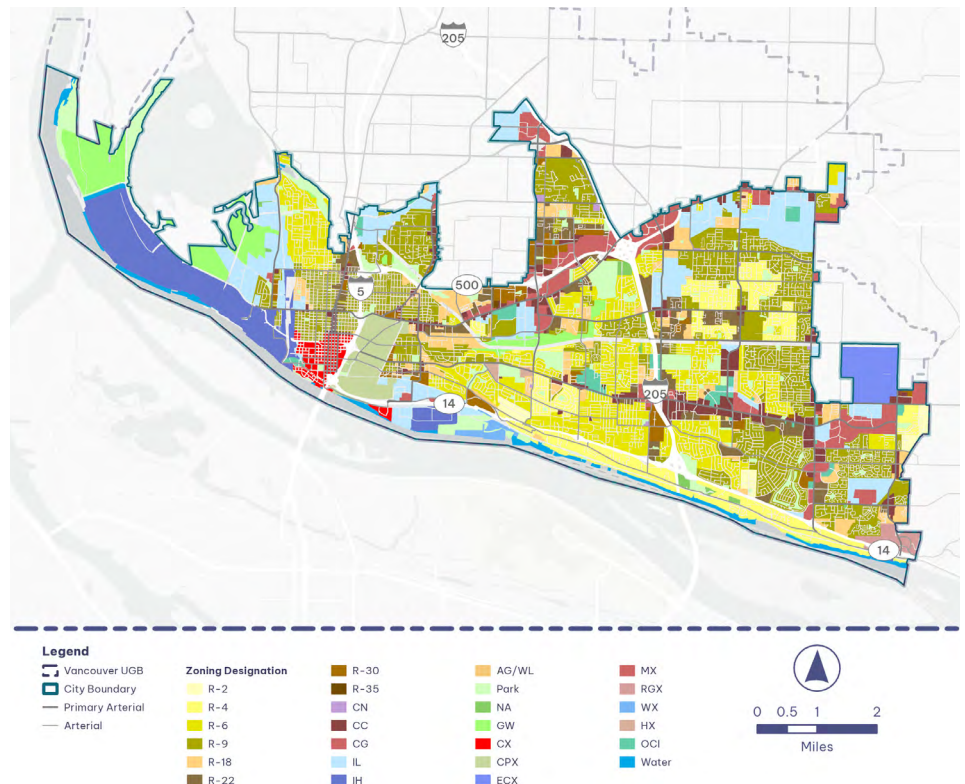
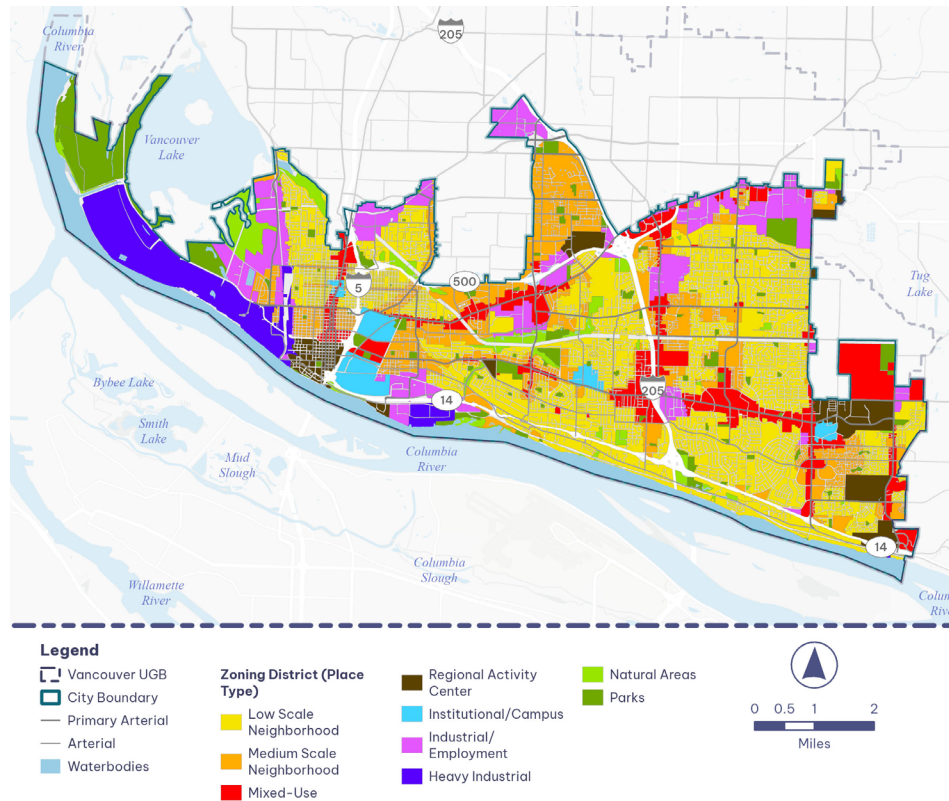


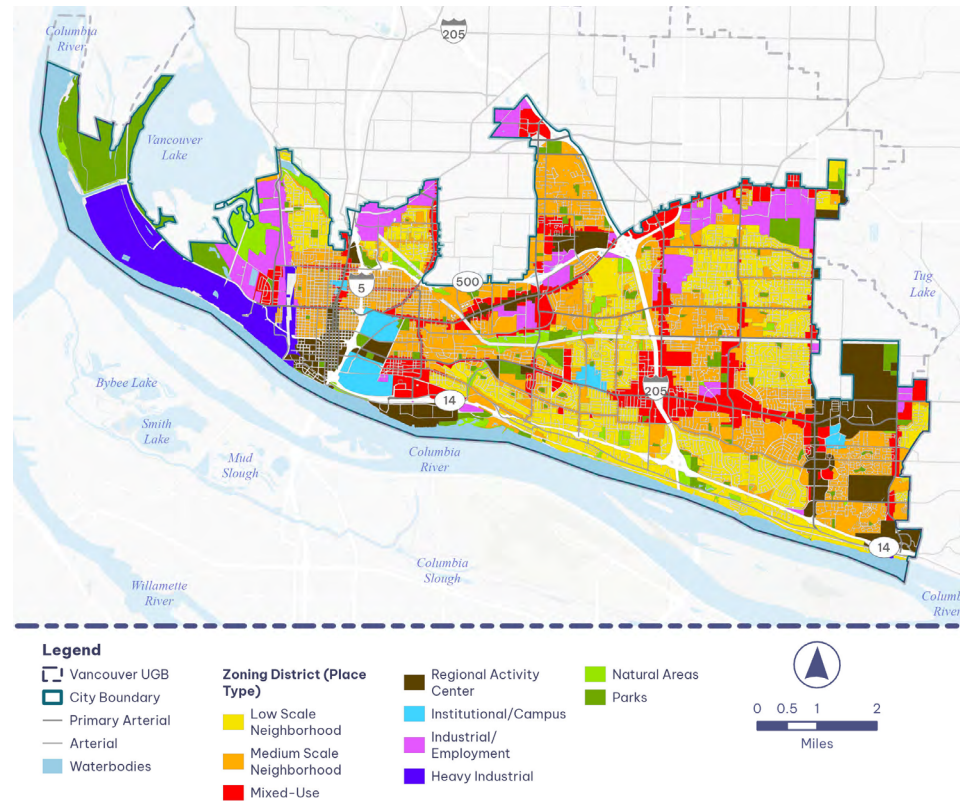
Figure 2. Alternative 1 Proposed Zoning Districts



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.

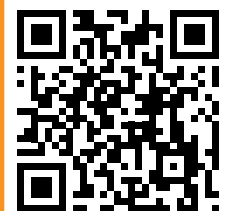
Questions? Please reach out to us at

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.



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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:

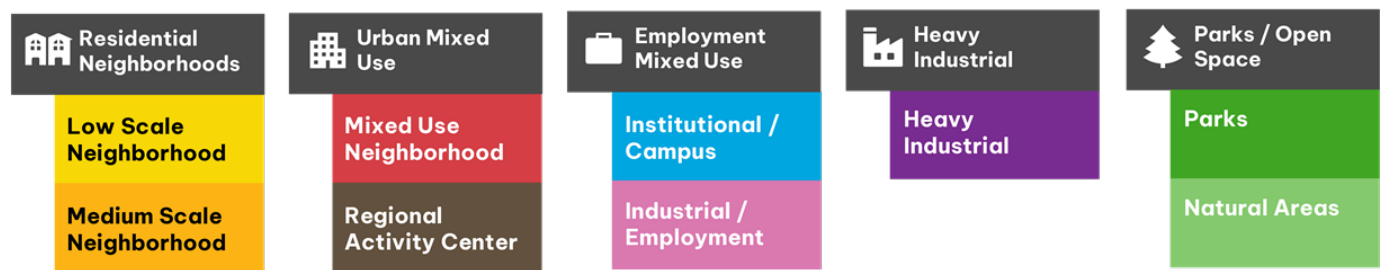
- **Low-Scale Neighborhood:** Focuses on low-scale housing choices, typically with up to six units per parcel and building heights of up to three stories (maximum of 45 feet tall). Any lot would be allowed to have at least four units. Housing types include single-family homes, accessory dwelling buildings, 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.surveymonkey.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

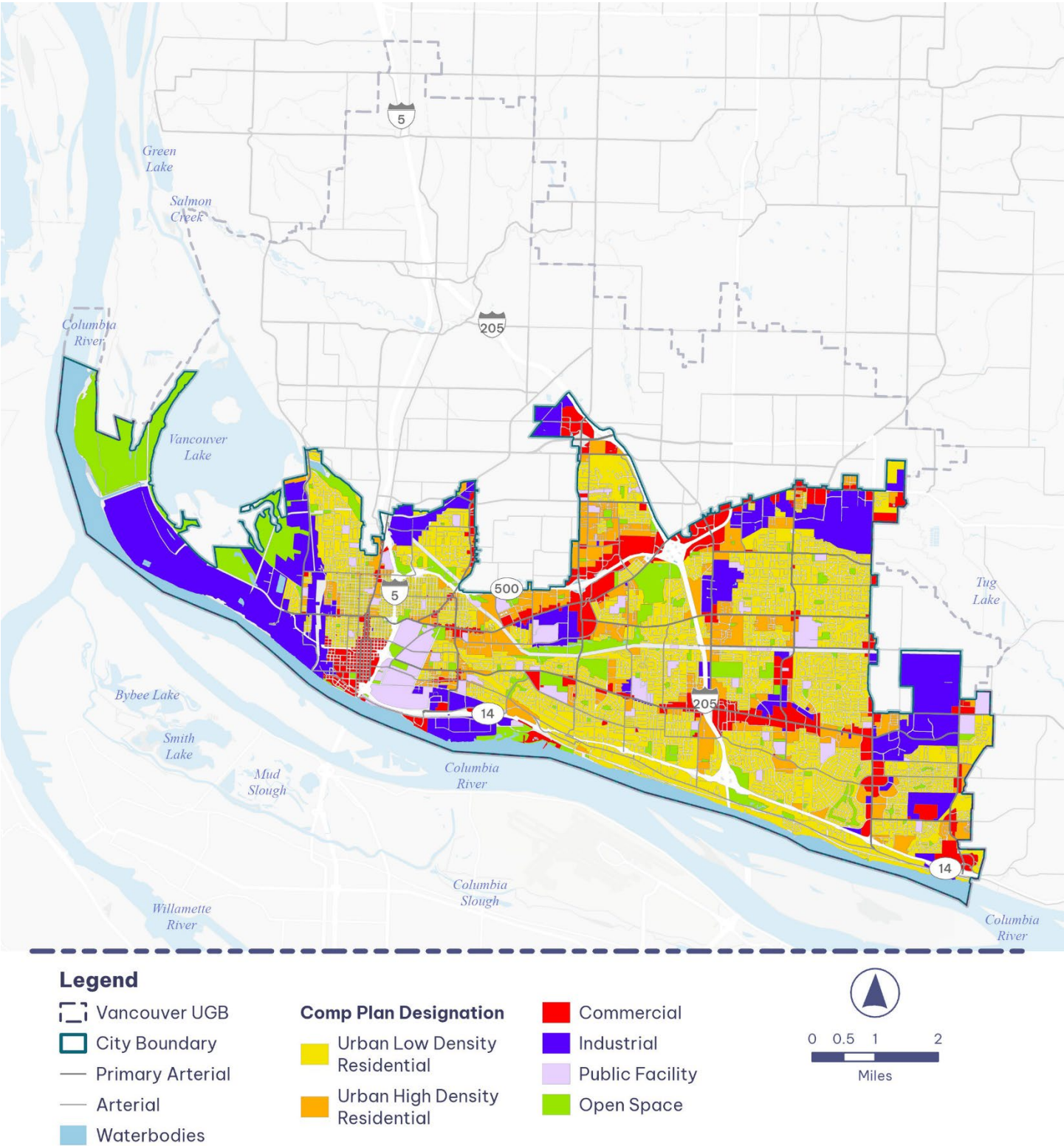
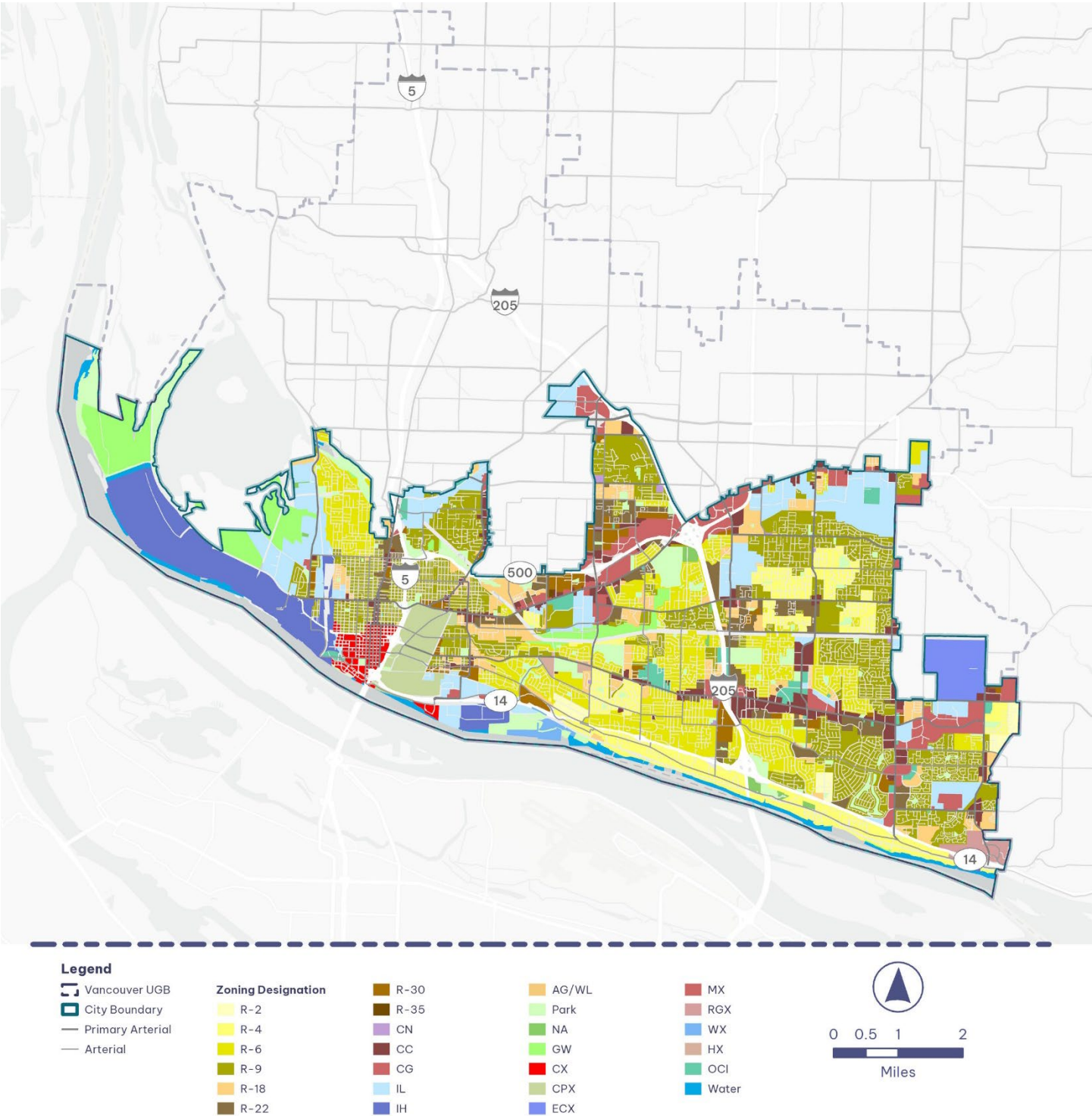


Figure 5. No Action Alternative Zoning Map



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

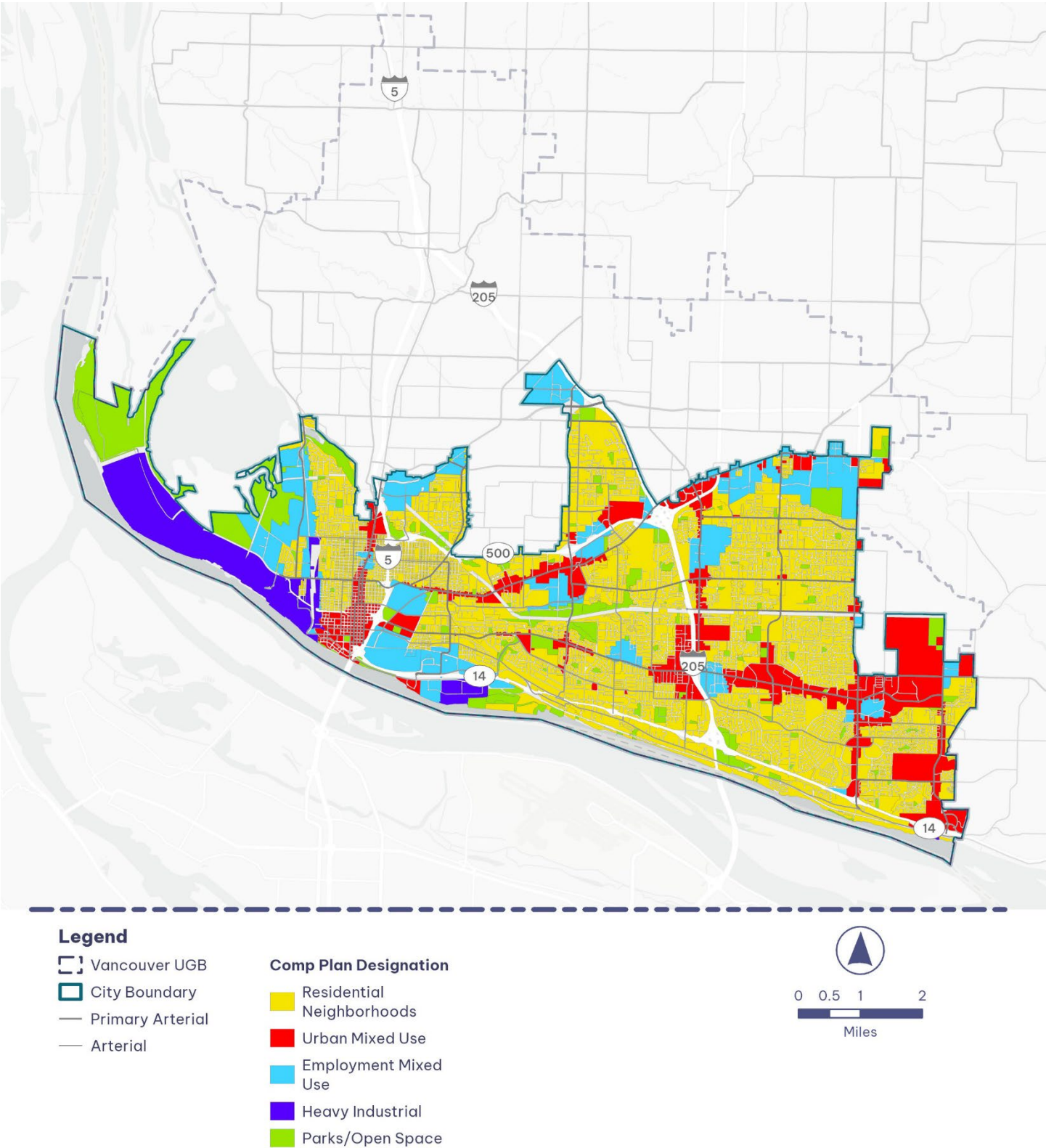
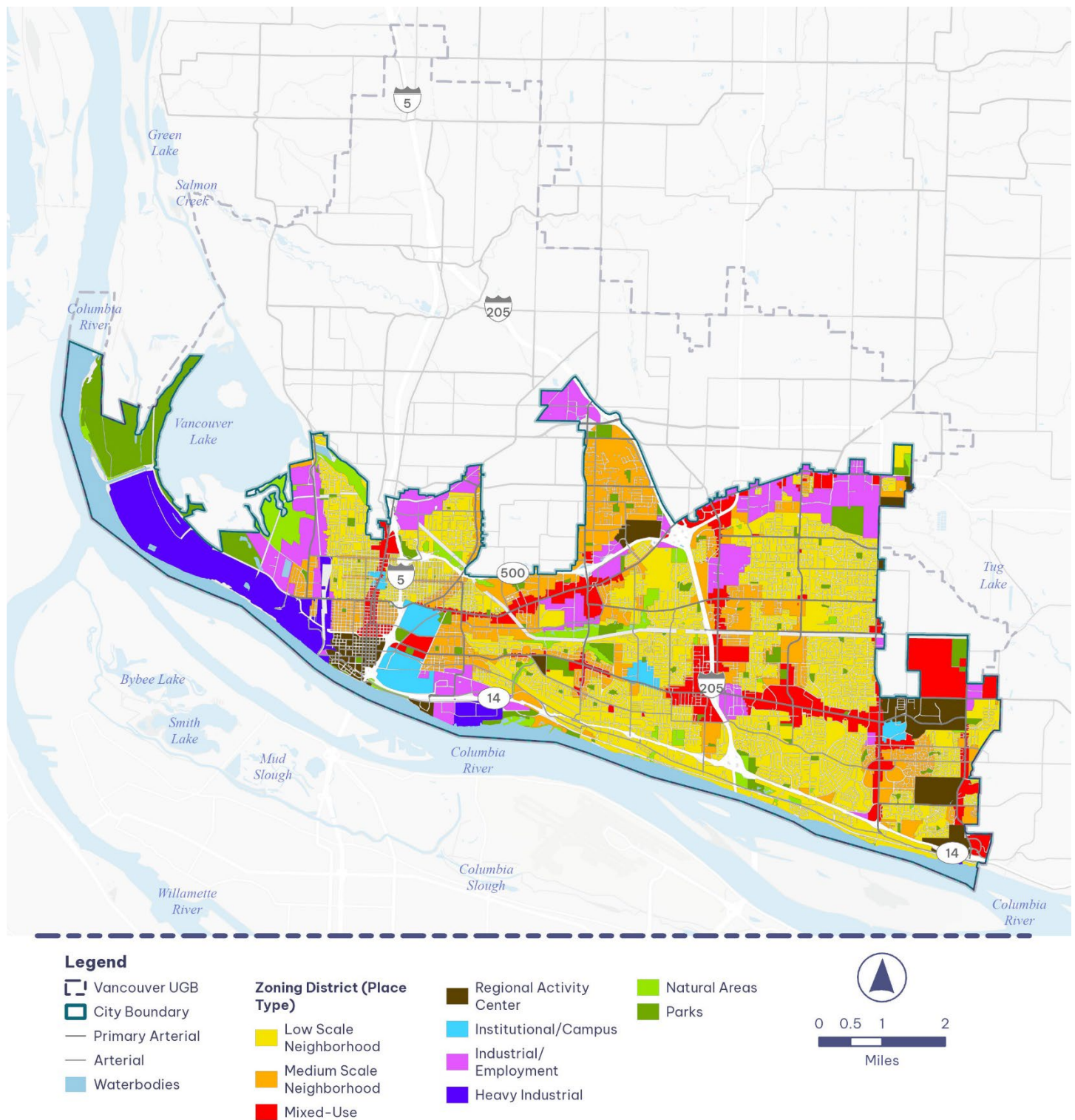


Figure 7. Alternative 1 Proposed Zoning Districts Map



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

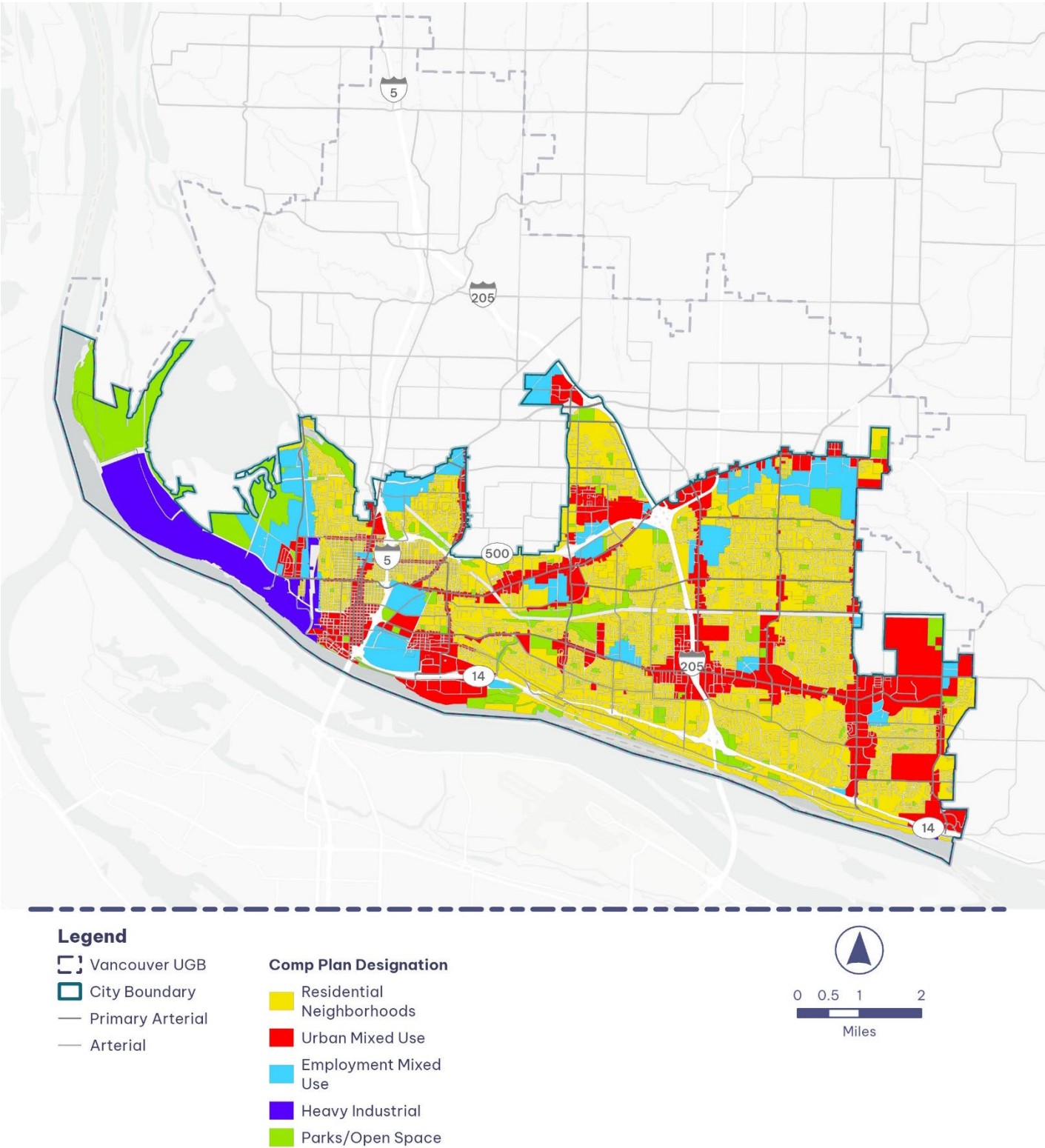
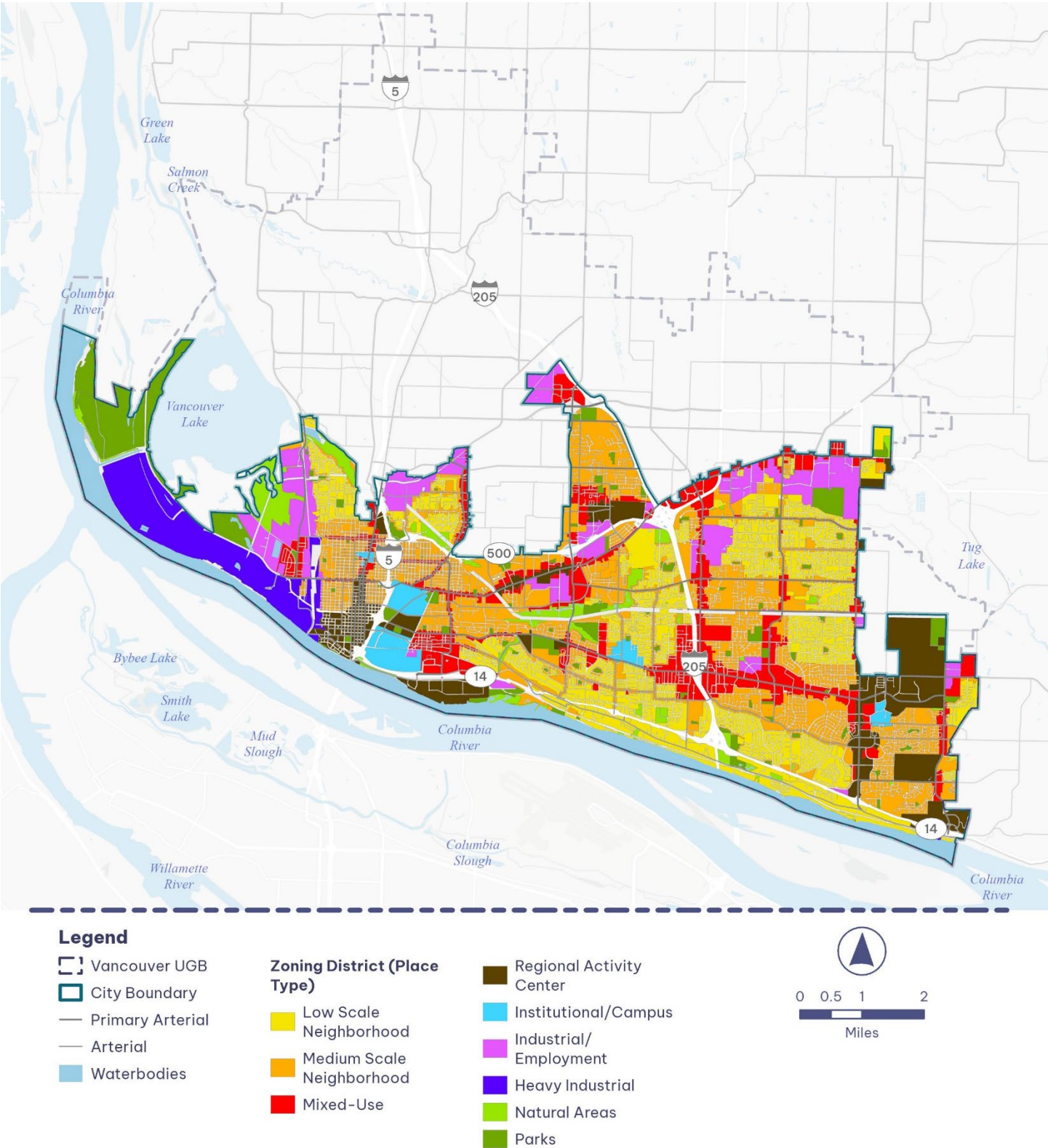


Figure 9. Alternative 2 Proposed Zoning Districts Map



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.

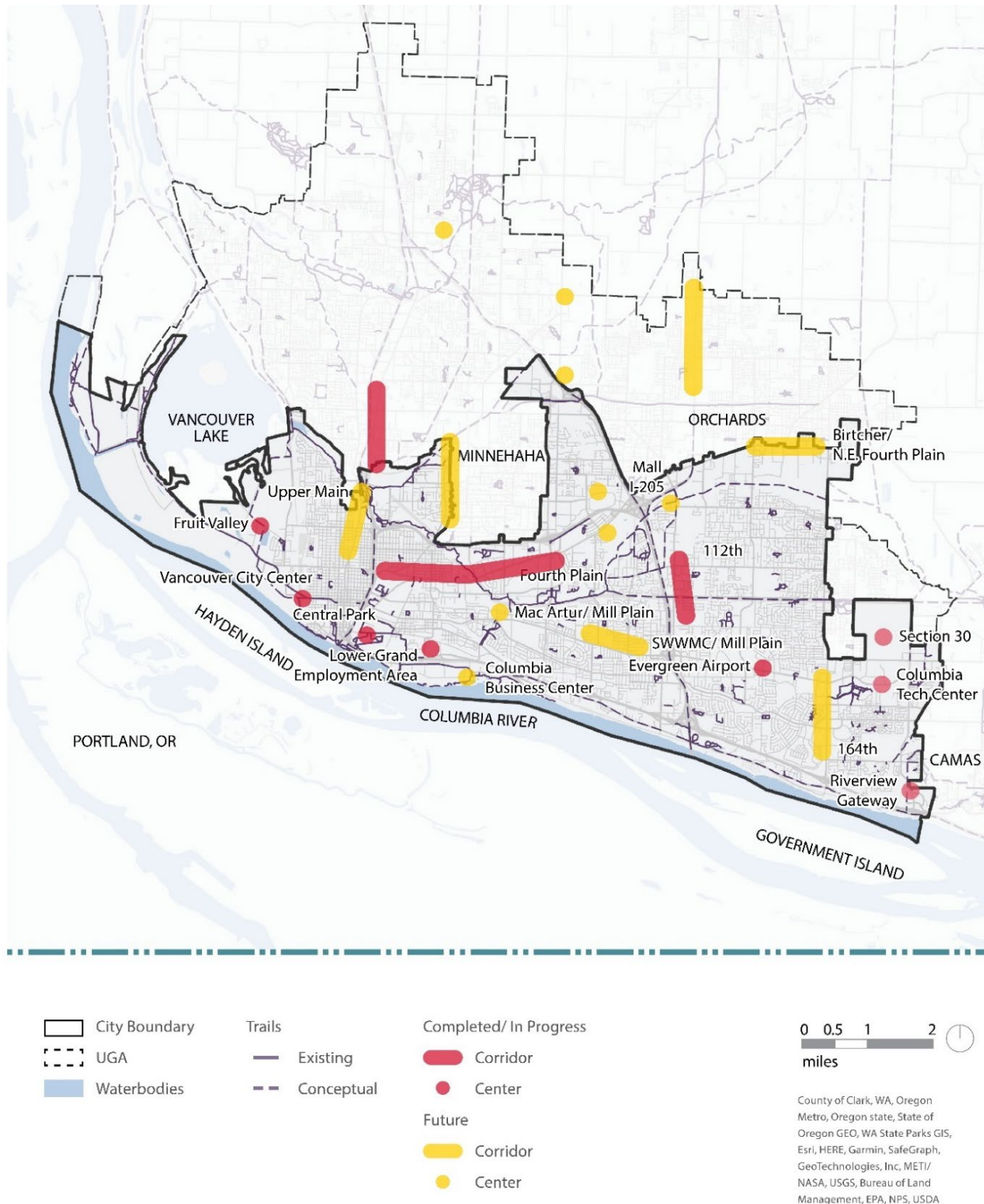
The Community Development element of the current Vancouver Comprehensive Plan includes policies designed to “achieve the full potential of existing and emerging urban activity centers and the corridors that connect them” through strategies such as promoting or reinforcing a unique identity or function 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

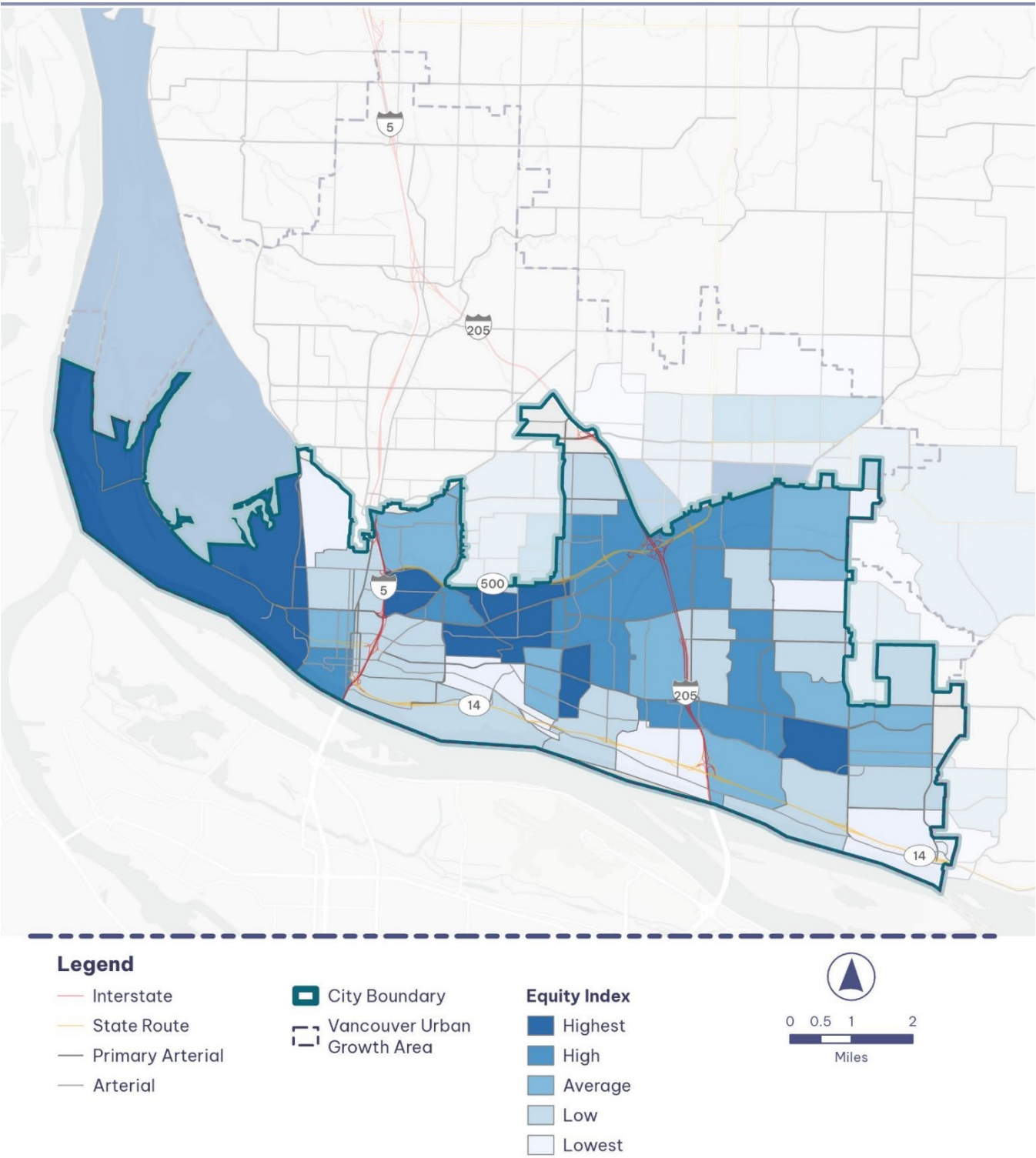
employs 16 factors, such as poverty, lack of vehicle access, and crowded housing, which are categorized into four themes: Socioeconomic Status, Household Characteristics, Racial and Ethnic Minority Status, and Housing Type/Vehicular Transportation Access (CDC/ATSDR 2022).

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.

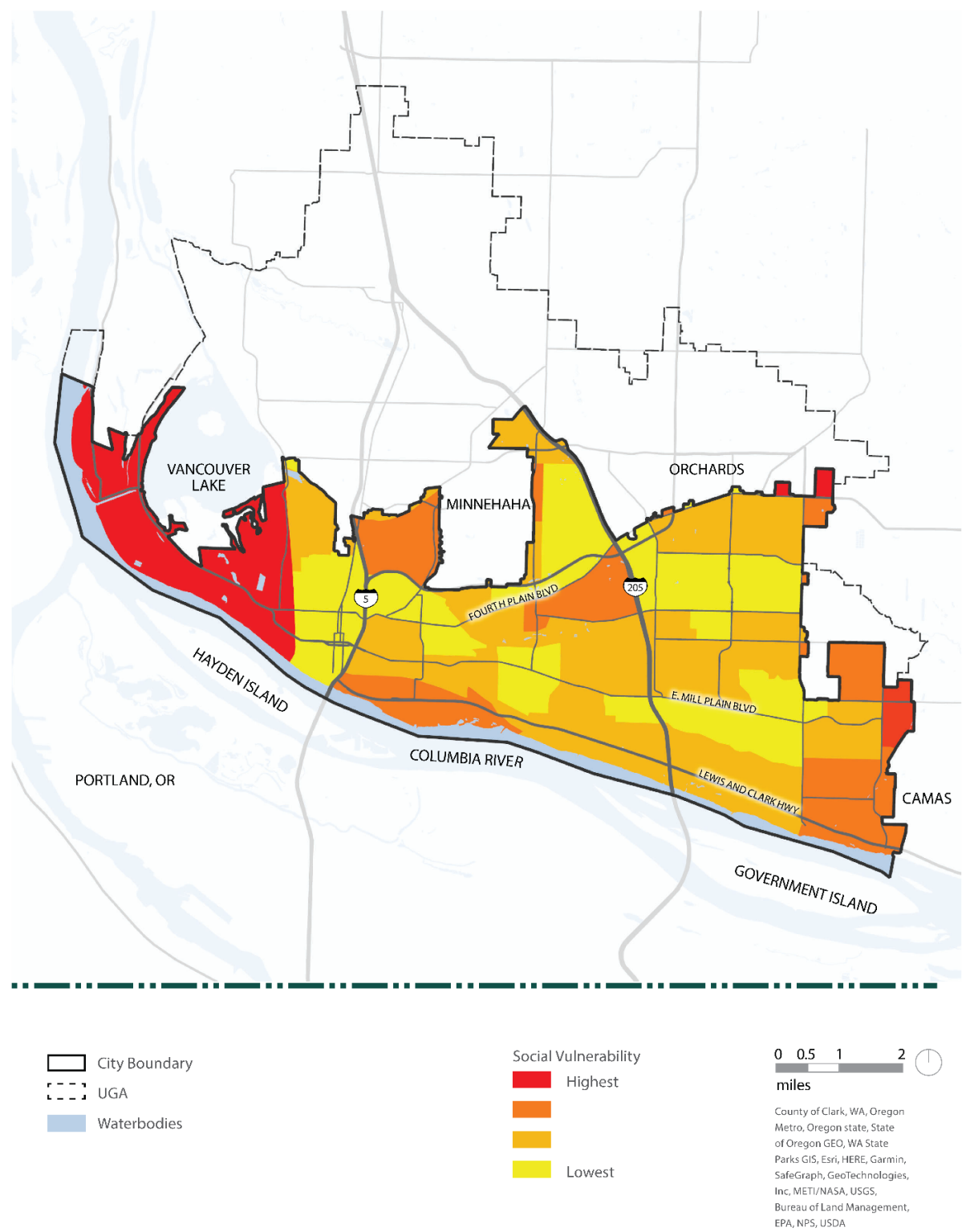
The SVI map (Figure 13) is intended to reflect existing conditions and does not indicate priority areas for investment. However, it can be used as a tool to identify areas that are especially susceptible to the impacts of public investment when considered alongside other factors like residential density 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

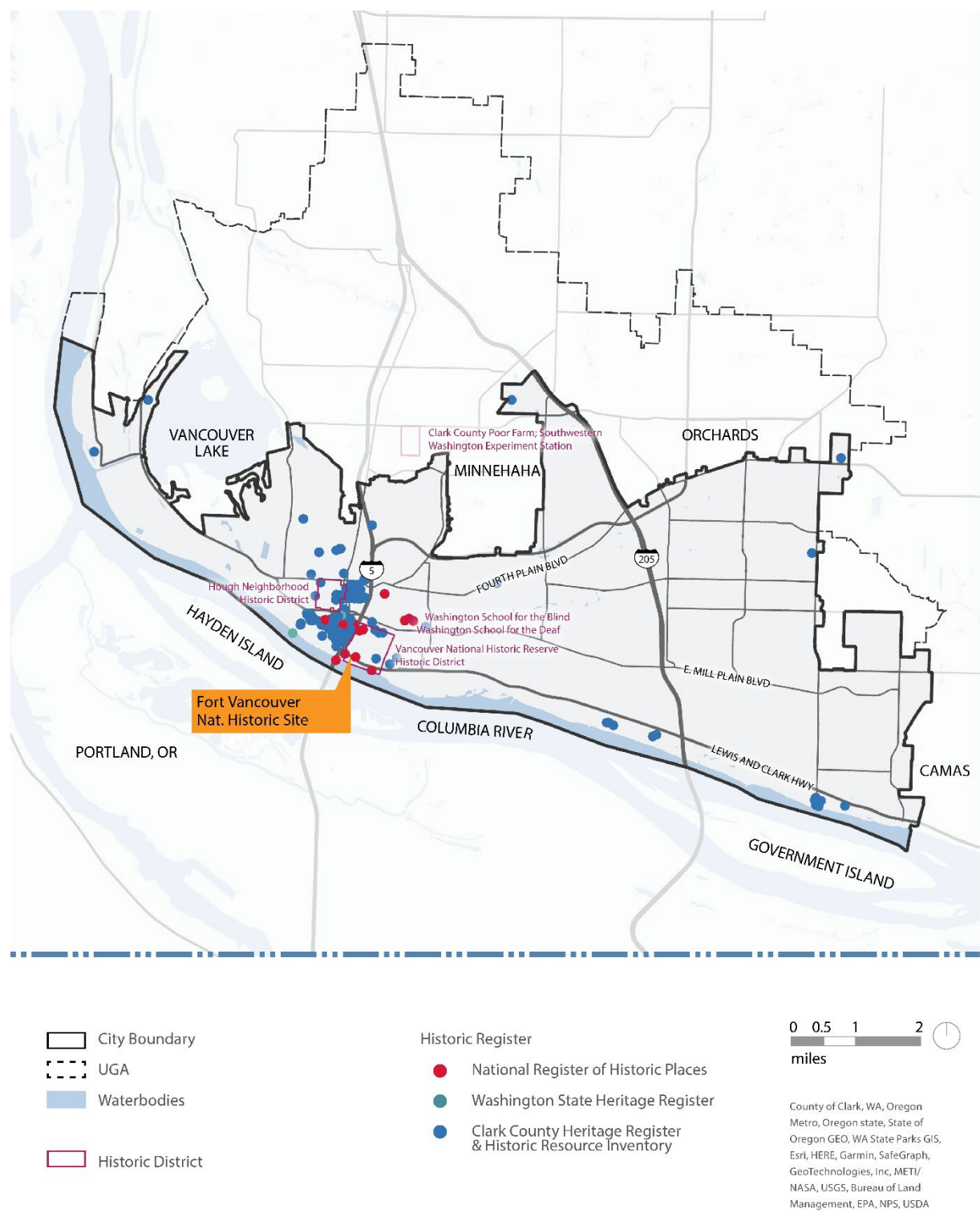
VMC 17.39 applies to properties in Vancouver and includes eligibility criteria for historic and cultural resources in Clark County, in addition to the NRHP and WSHR. Many historic sites and buildings have been revitalized to preserve their unique architectural characteristics and embrace Vancouver's 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	

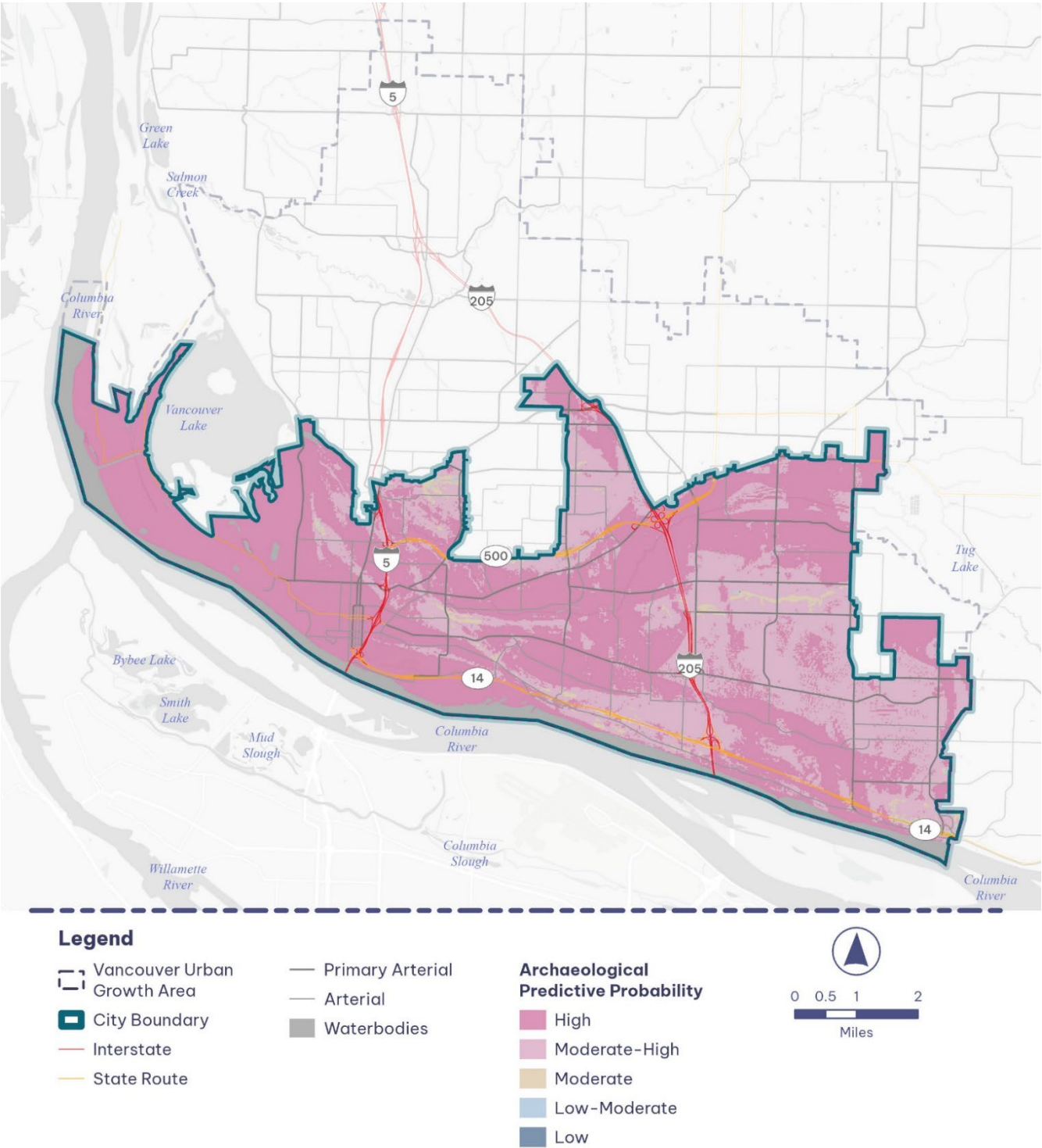
National Register of Historic Places Sites, Vancouver	
John Stanger House	
U.S. National Bank Building	
U.S. Post Office – Vancouver Main	
Vancouver National Historic Reserve Historic District	
Vancouver Public Library	
Vancouver Telephone Building	
Vancouver–Portland Bridge	
Vancouver Washington School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

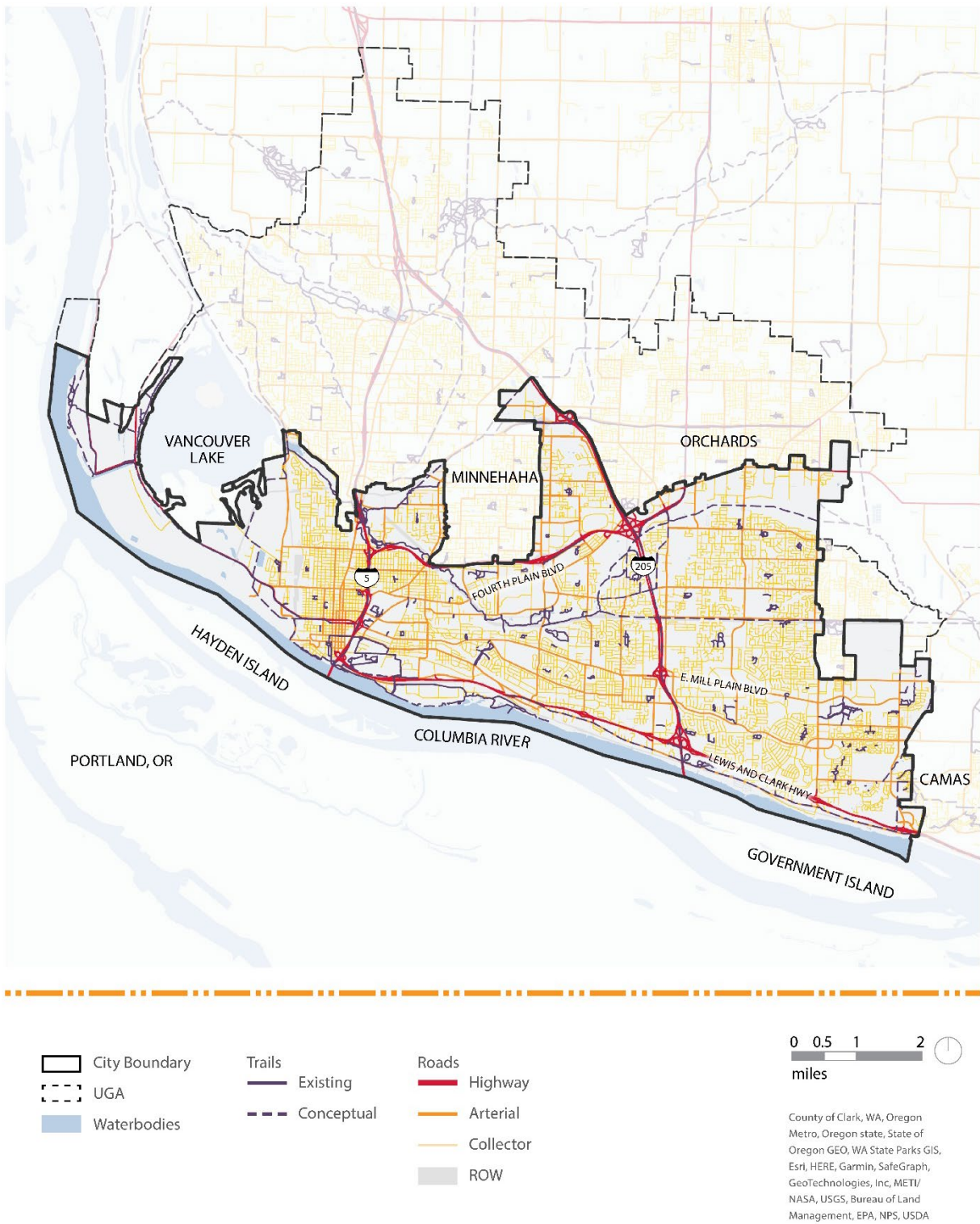
Freight is critical to the City's economy (City of Vancouver 2024a). The City works to integrate design and policy treatments so freight and vulnerable users can navigate the same streets.

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.

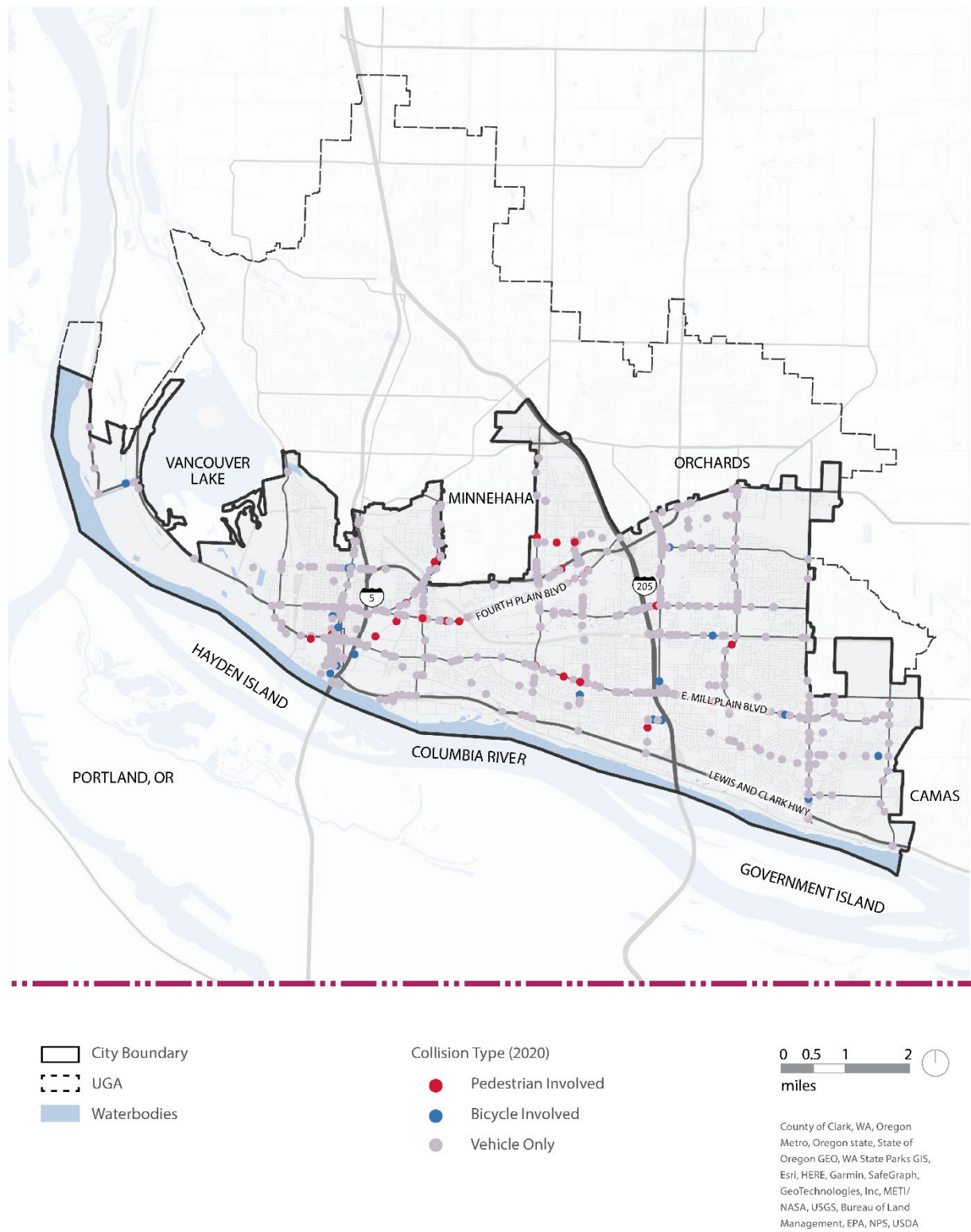
Figure 22 shows the City's future freight network, which includes I-5, I-205, SR 14, SR 500, SR 501, SR 503, Fourth Plain Boulevard, Mill Plain Boulevard, and others.

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

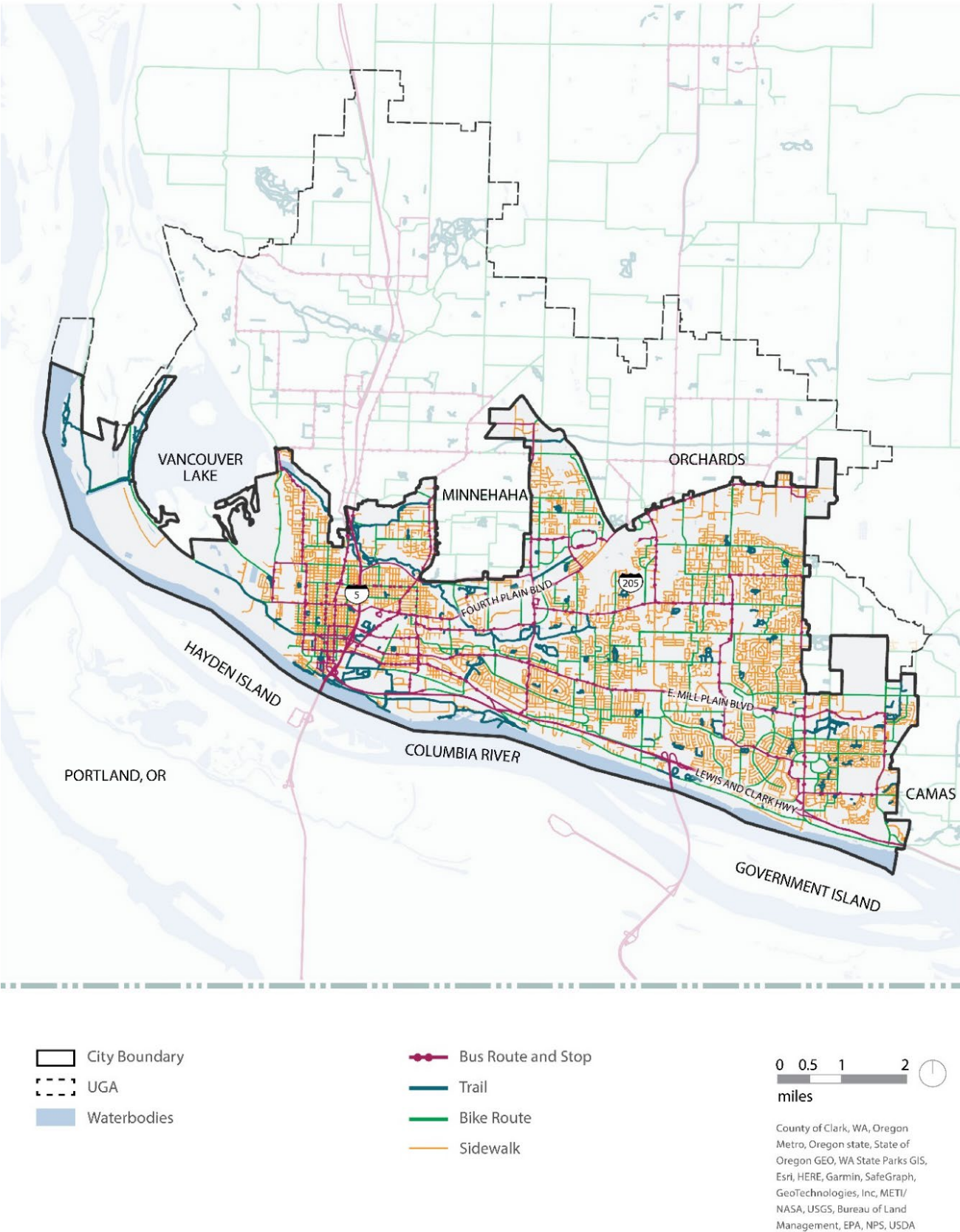
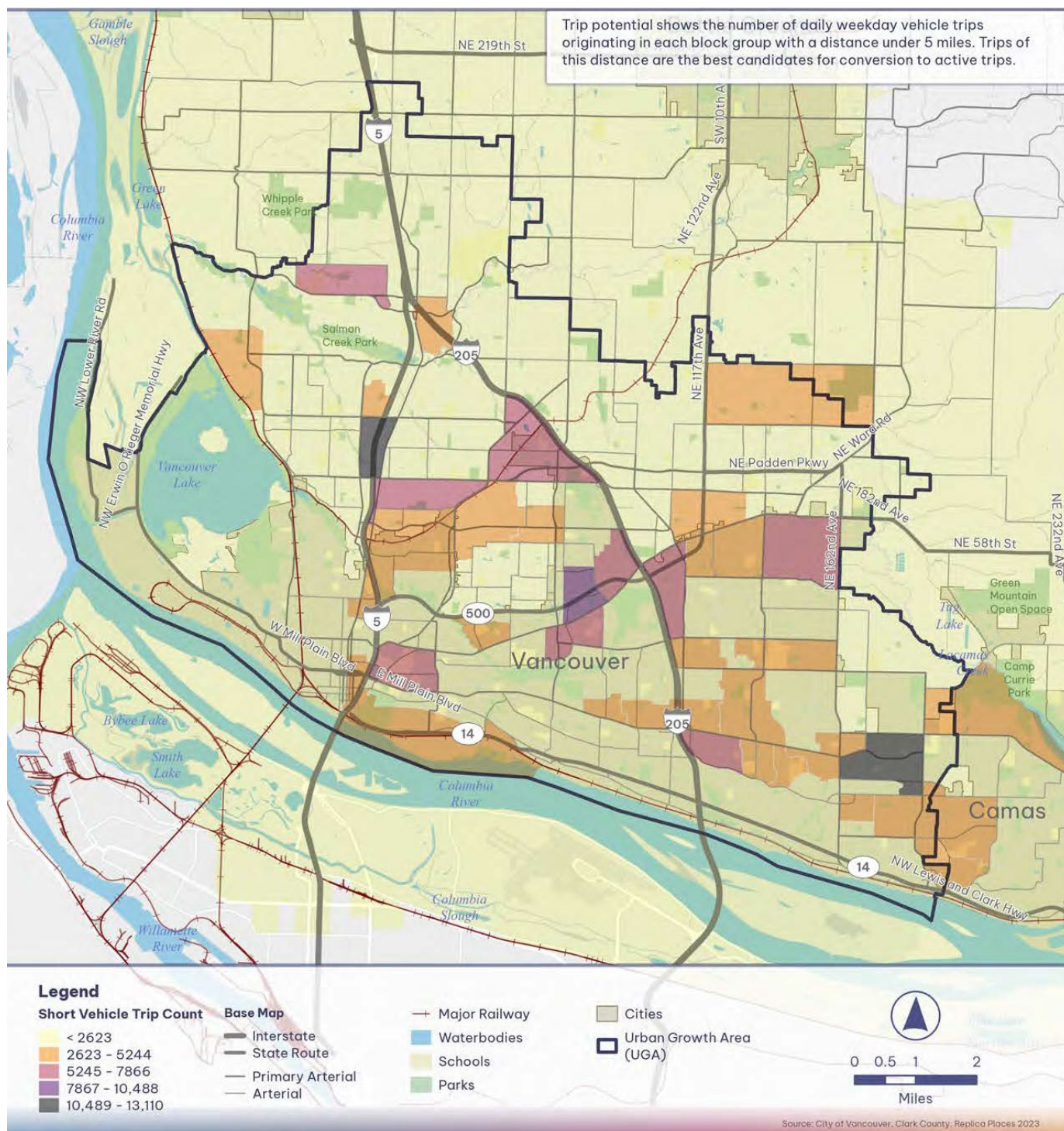


Figure 24. Active Trip Potential in Clark County by Census Block Group Origin



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

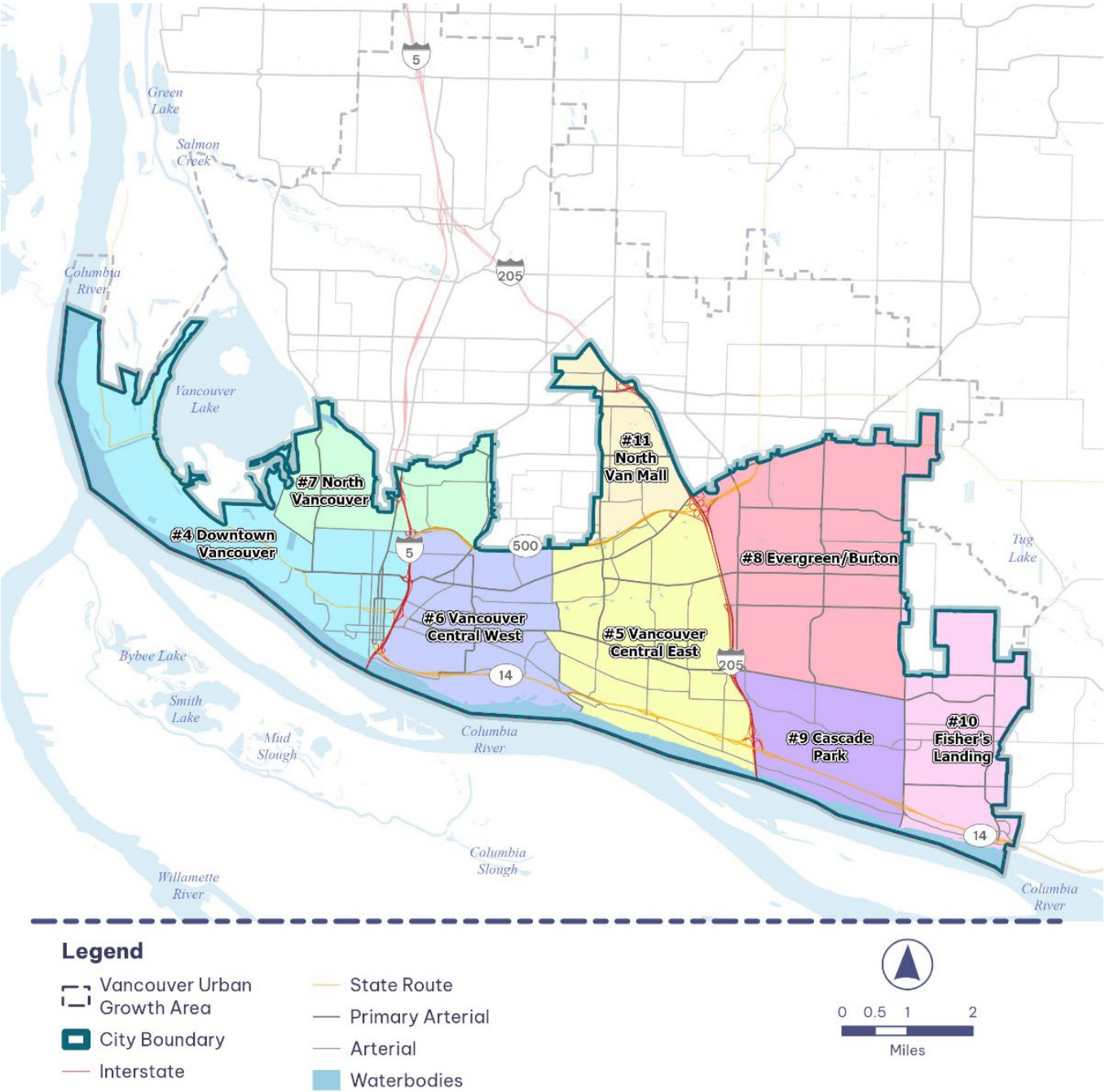
Map Reference	District	Alternative 1 (person miles per day)	Alternative 2 (person miles per day)
4	Downtown Vancouver	11,963	16,654
5	Vancouver Central East	0 ^a	31,188
6	Vancouver Central West	0 ^a	5,348
7	North Vancouver	30,897	39,287
8	Evergreen/Burton	201,130	224,963
9	Cascade Park	35,022	61,481
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, “streeteries,” 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.

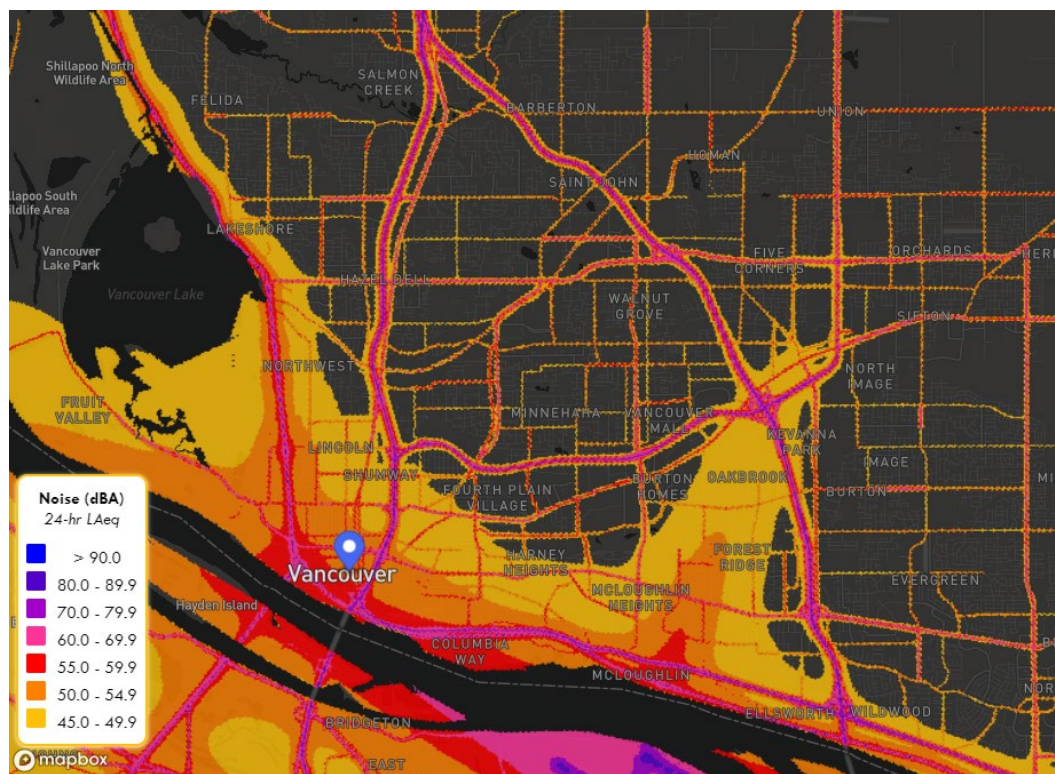
Table 18. Existing Transportation Noise Levels in Vancouver

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.

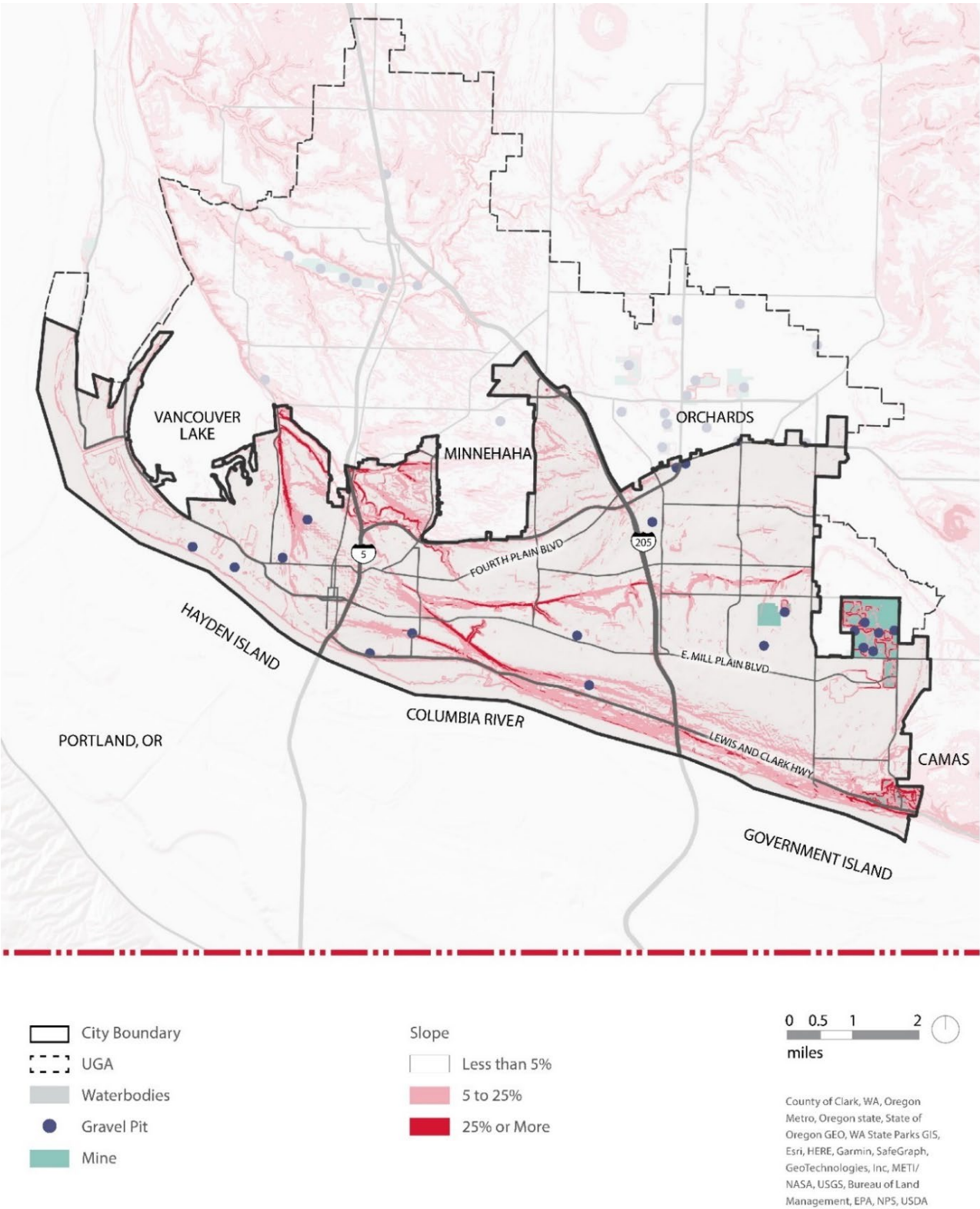
Geologic Hazard Areas

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

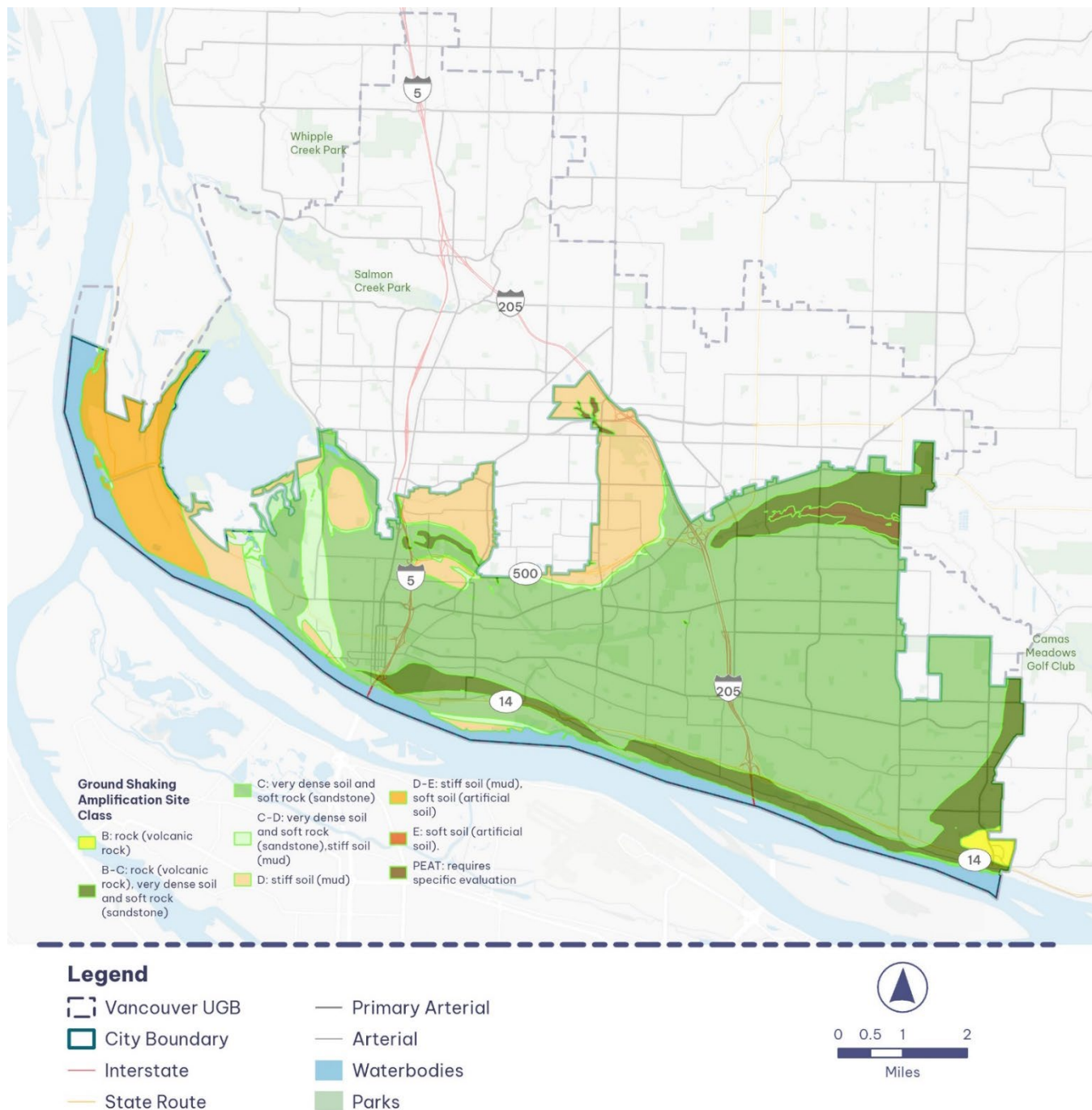
moderate to least relative seismic hazard are located throughout Central and East Vancouver. There is an additional band of greater relative risk at and north of SR 500. Liquefaction susceptibility hazards are “low to moderate” in the majority of the city, with a small band of “very low” along the Columbia 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



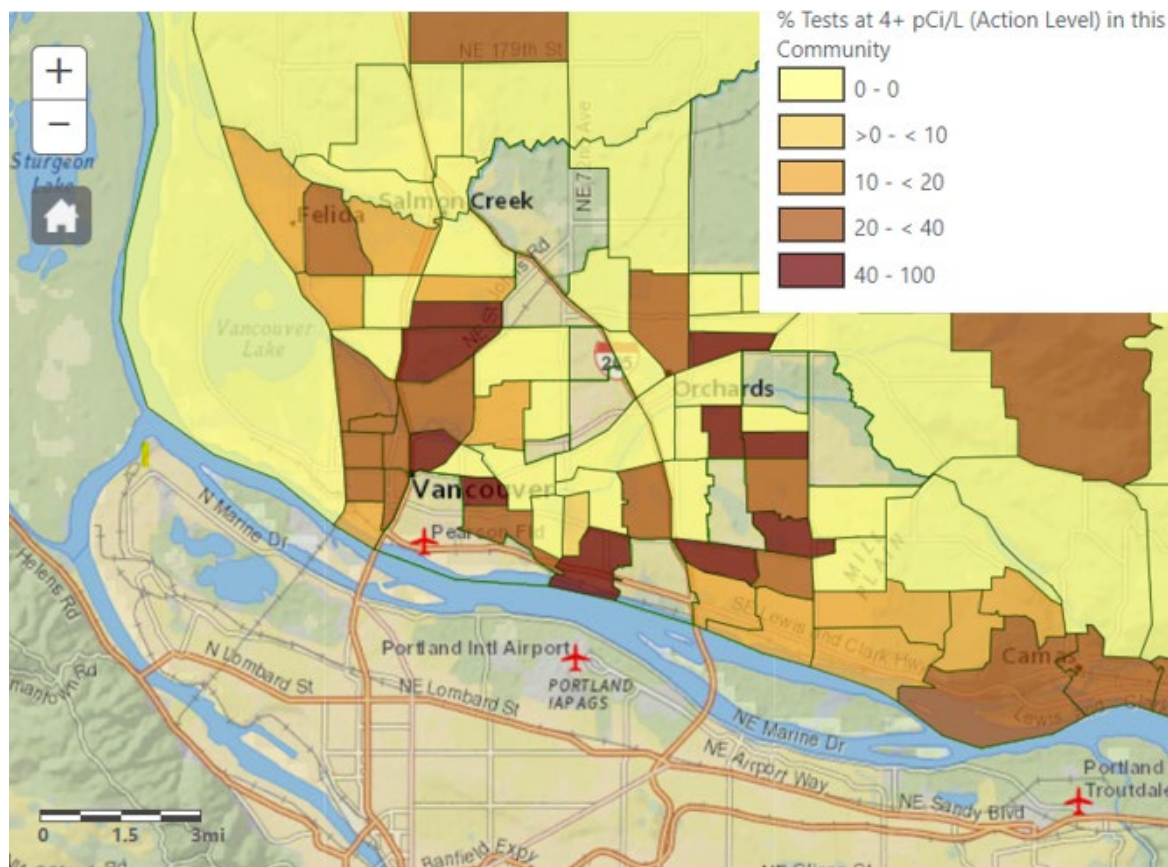
Source: Clark County n.d.

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, PM_{10} , $PM_{2.5}$, 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, PM_{10} , $PM_{2.5}$, and ozone respectively. Concentrations of CO, PM_{10} , 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

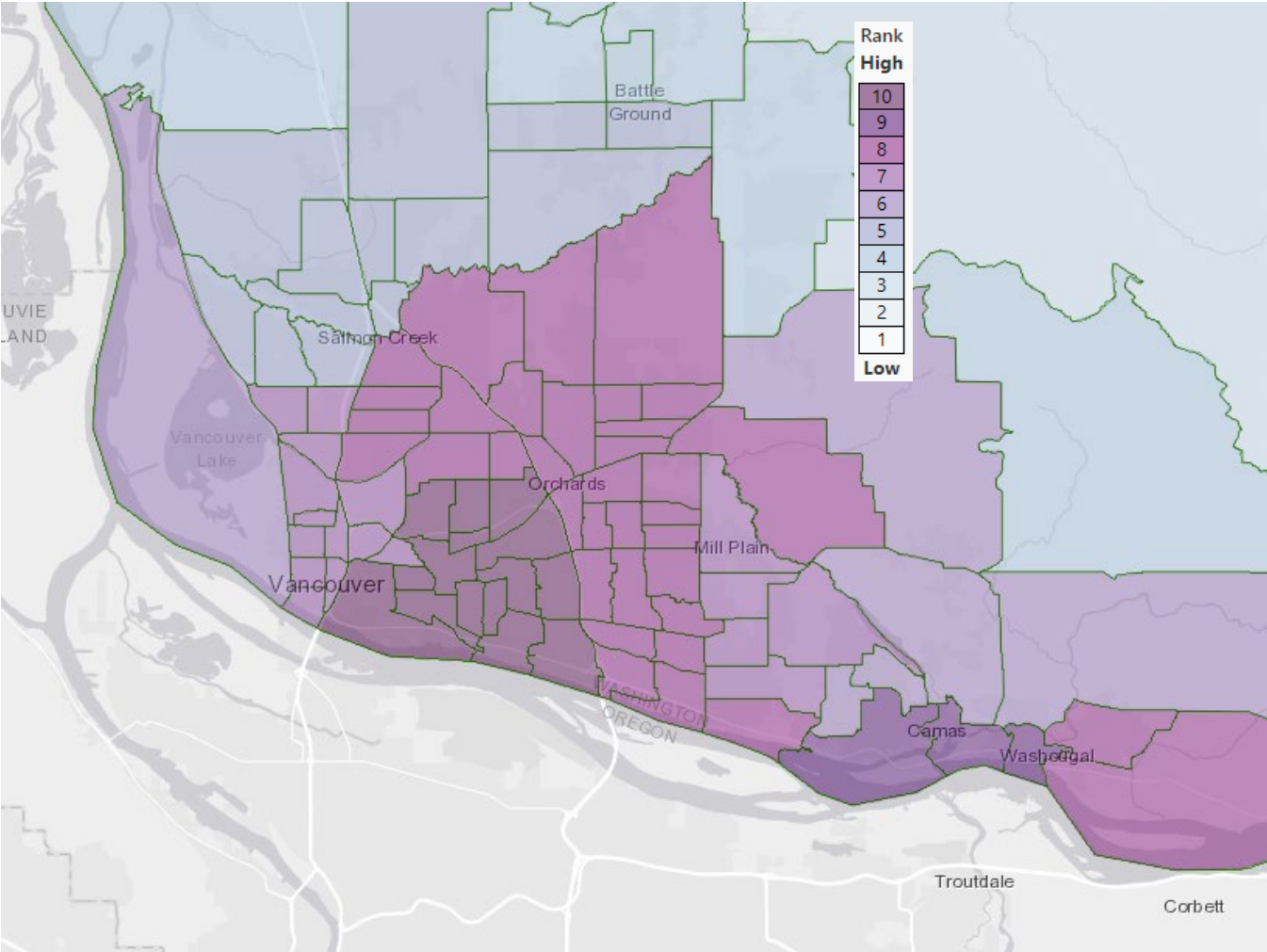
not in NAAQS compliance are deemed nonattainment areas. Maintenance areas are areas that were previously designated as nonattainment for a particular pollutant but have since demonstrated compliance with the NAAQS for that pollutant. An area's designation is based on the data collected by the state monitoring 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.

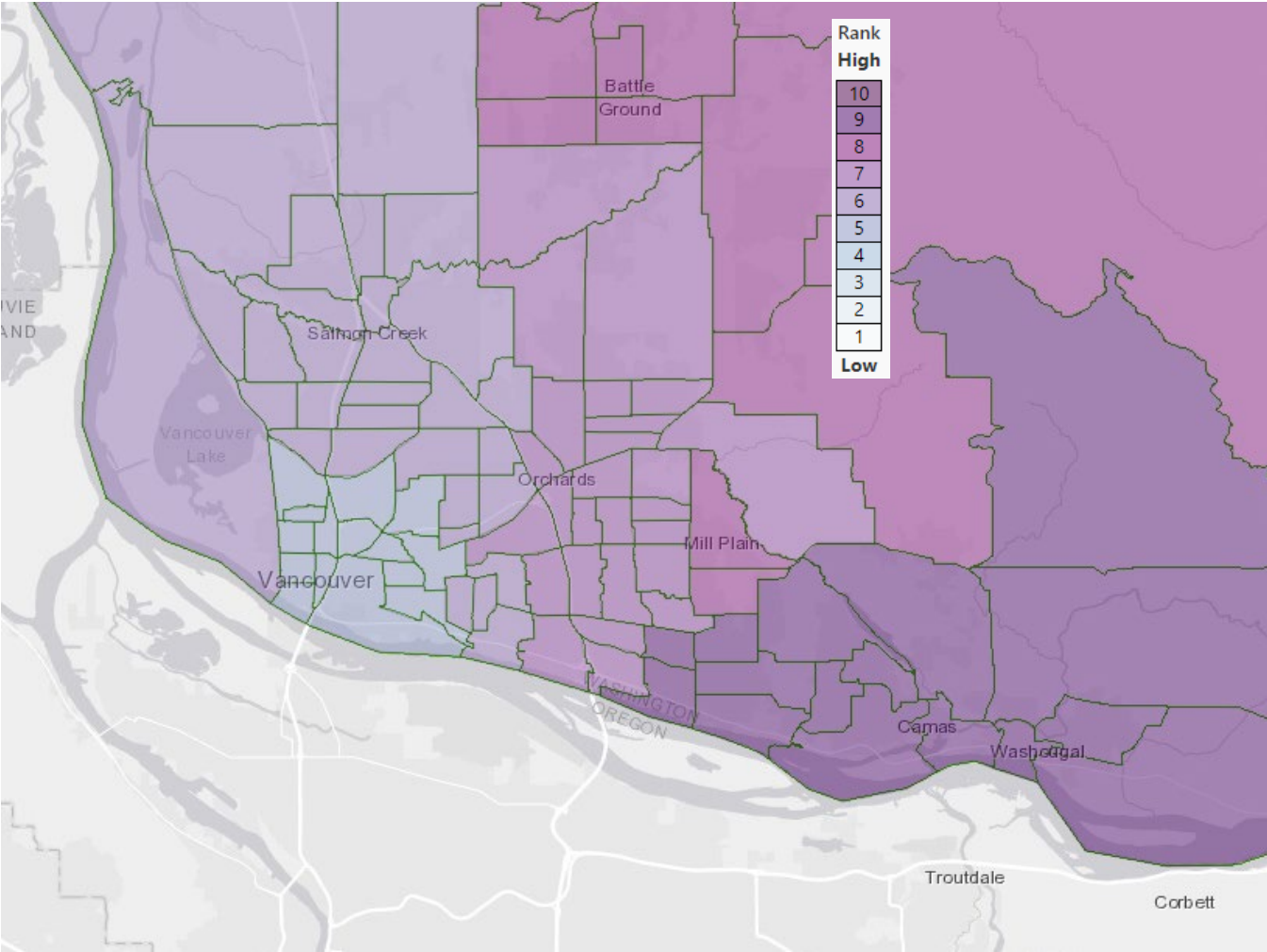
The Washington Department of Health (DOH) assigns rankings from 1 to 10, where 10 is the highest risk, for various categories of potential health risk, including exposure to PM_{2.5} and ozone. The risk rankings for PM_{2.5} exposure range from 7 to 10 throughout the city and are highest in Central and 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

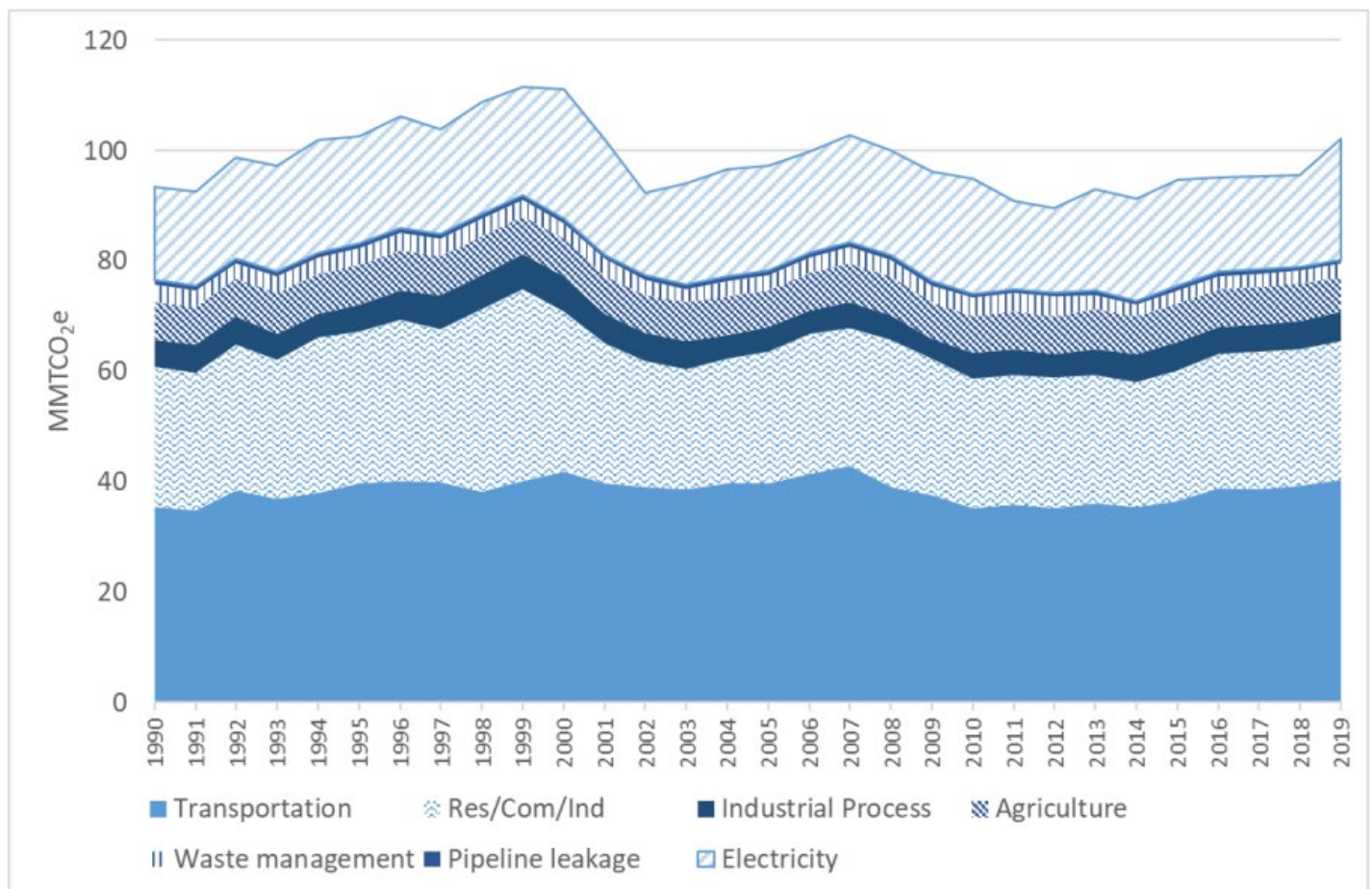


Source: DOH 2022

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

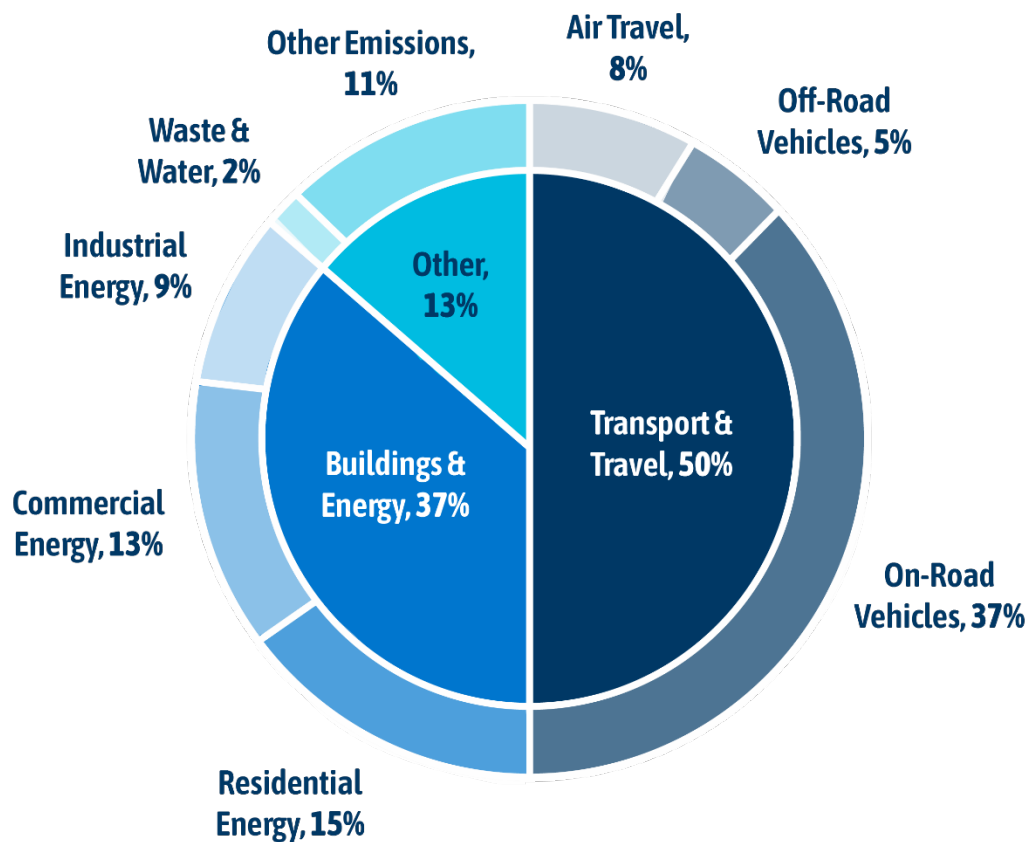


Source: Ecology 2022

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.

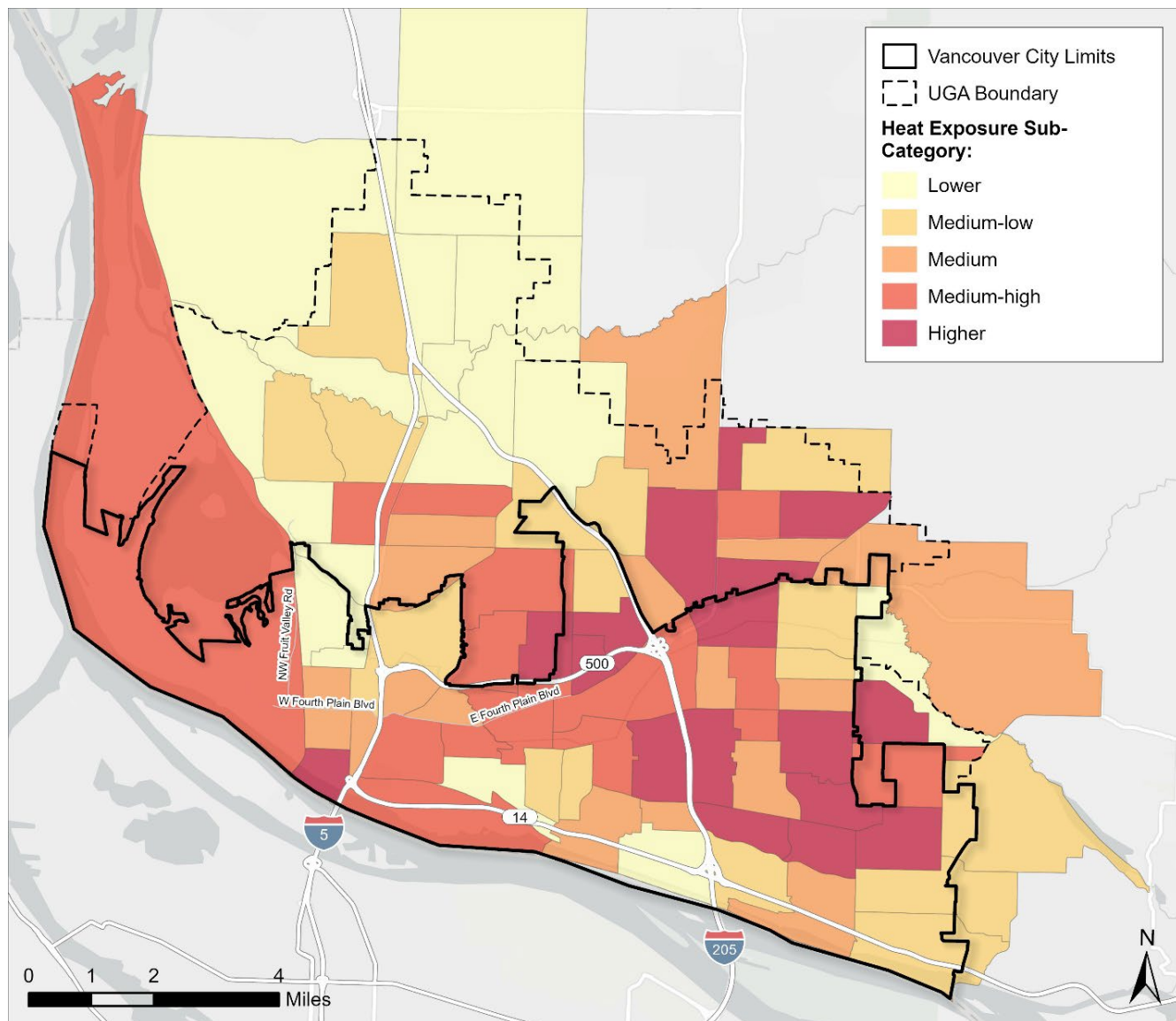
- **Buildings and Energy:** Vancouver will transition to 100% clean energy and significantly reduce per capita energy use.
- **Transportation and Land Use:** Vancouver's residents will be able to reach their destinations safely, reliably, and efficiently, however they choose to travel. Zero-emission 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.

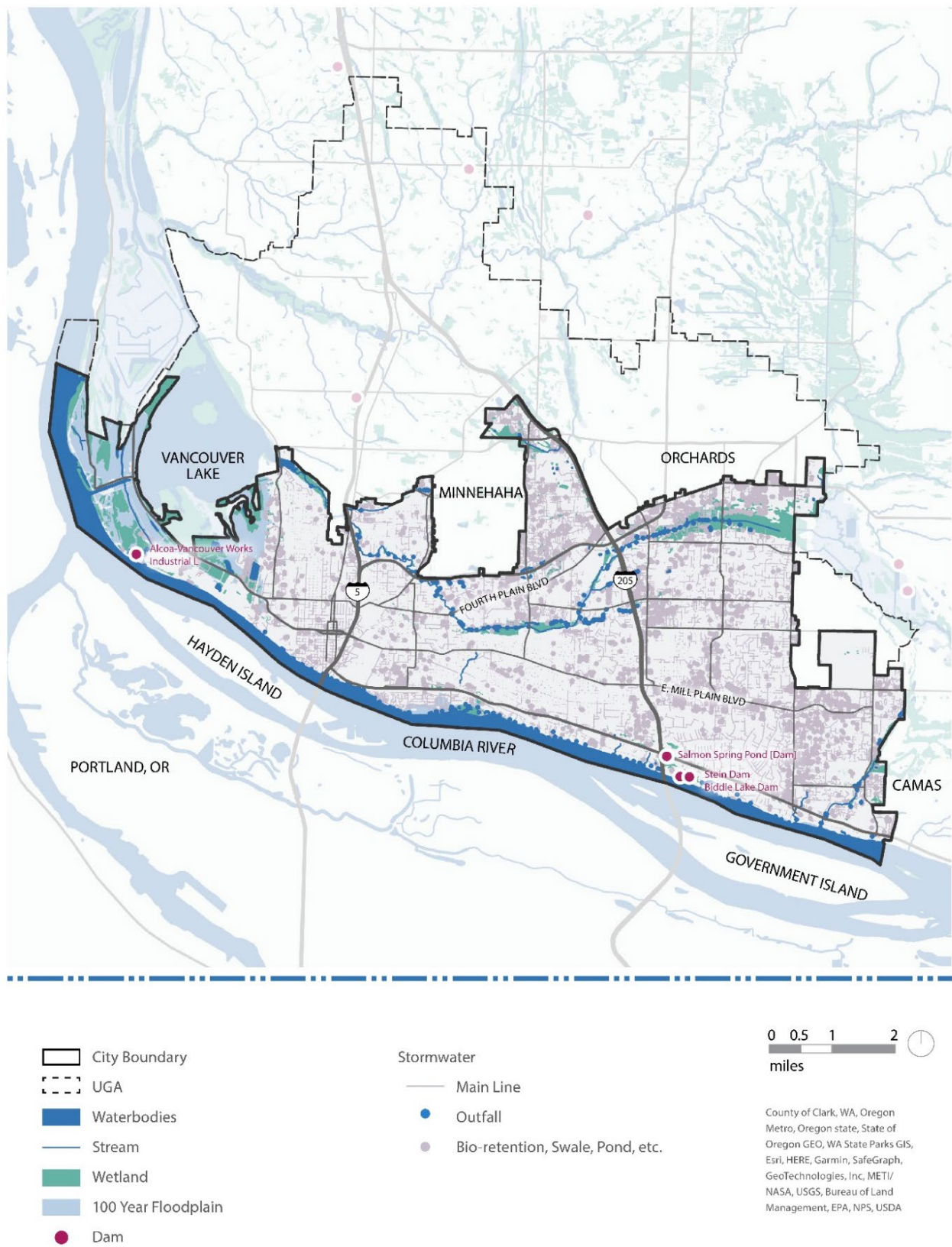
Wetlands

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.).

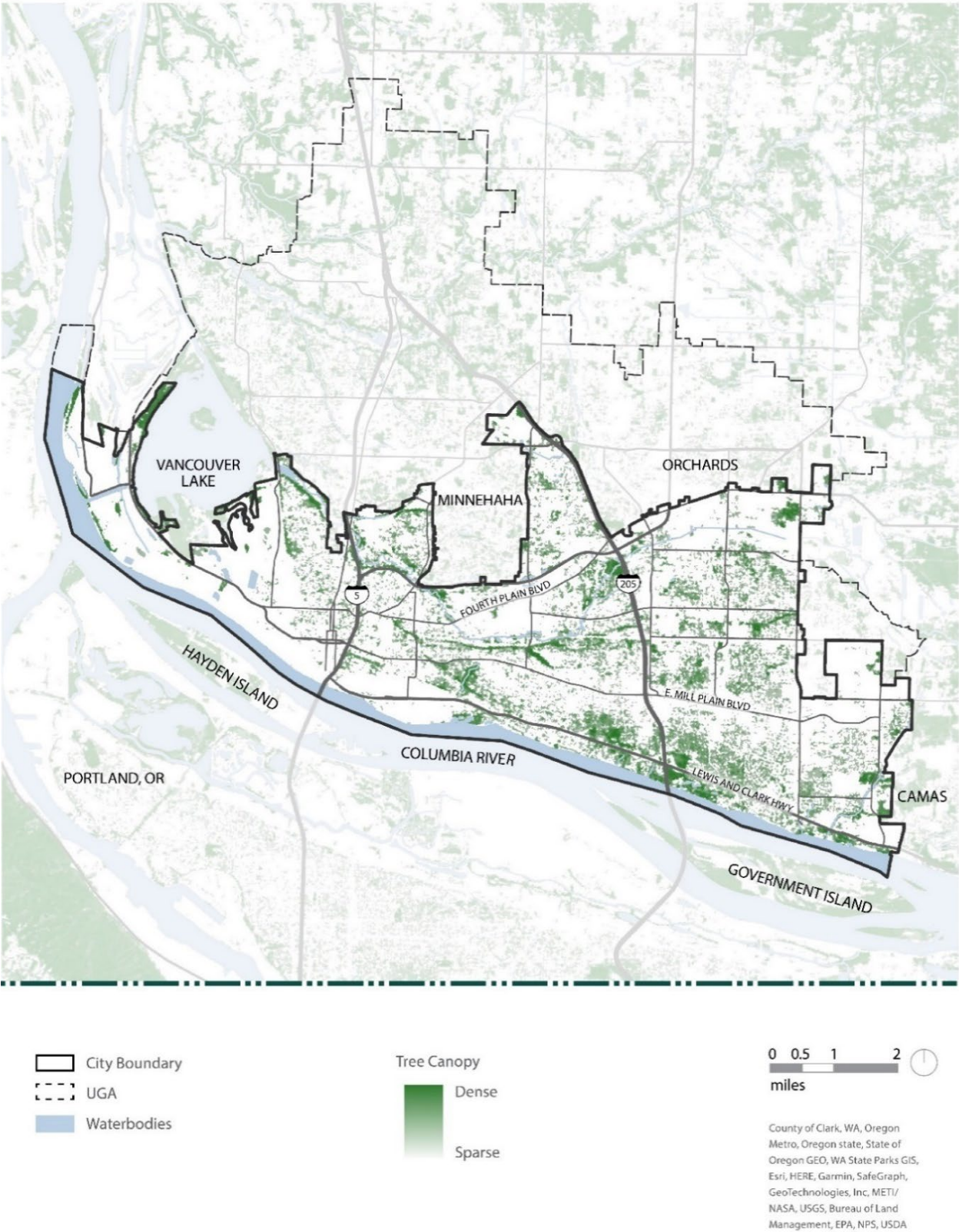
The 2011 Comprehensive Plan established a goal of 28% tree canopy cover by the year 2030 (City of Vancouver 2021a). As of October 2023, the City reported 20% tree canopy cover, representing a small increase from 2010 (City of Vancouver 2023e).

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.

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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

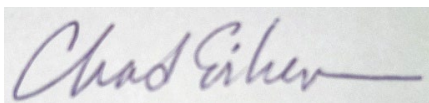
Director, Community Development, City of Vancouver

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

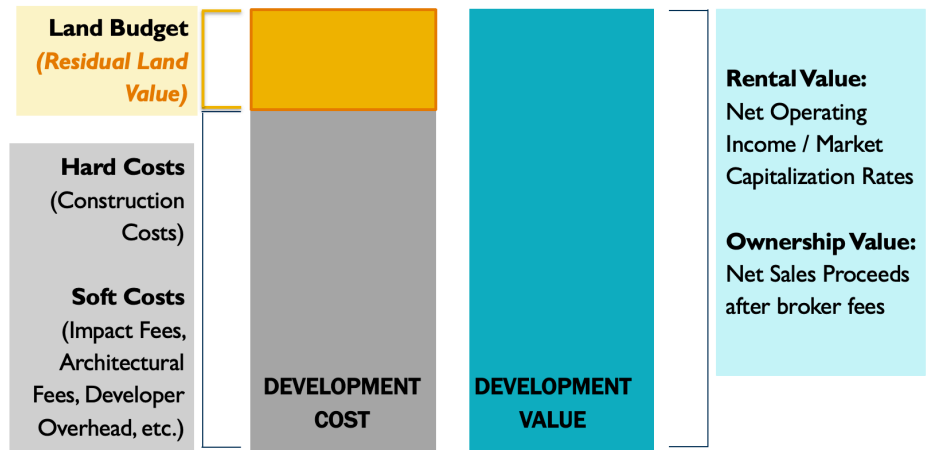
We then aligned similar block groups, based on rent and sales prices, into newly-defined market areas. We took those results and compared them to the city-wide average to understand how each market area related to the city-wide average (expressed as a ratio). We then applied that ratio as an input to 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

Follow-up from Part 1: VMT, Emissions, and Trip Length

At the July 14, 2025 City Council Workshop on Draft Environmental Impact Statement (EIS) findings, the Council had questions about the analysis and findings related to vehicle miles traveled, emissions, and average trip length. The information below addresses these questions.

It is important to note that overall air pollutant and greenhouse gas (GHG) emissions related to transportation (vehicle miles traveled, or VMT) are modeled to be **substantially lower under all of the alternatives** in the future than they are today (46% lower under the No Action Alternative, 41% lower under Alternative 1, and 39% lower under Alternative 2). This is because of the expected improvements in vehicle technology and stricter fuel and engine regulations. The Draft EIS makes this point clear in the narrative and Table 34 on page 168, which compares existing conditions (2023) to the 2045 No Action Alternative, Alternative 1, and Alternative 2 emissions results.

Table 34. Modeled 2045 Daily Air Pollutant and GHG Emissions from Vehicle Exhaust

Metric	Existing Conditions (2023)	No Action ² (2045)	Alternative 1 (2045)	Alternative 2 (2045)	Difference between Alternative 1 and No Action	Difference between Alternative 2 and No Action
VMT (miles/day) ¹	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:

1 VMT provided by RTC regional travel demand model outputs (RTC 2025)

2 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.

CO = carbon monoxide, NO_x = oxides of nitrogen, PM₁₀ = particulate matter 10 microns or less in diameter, PM_{2.5} = particulate matter 2.5 microns or less in diameter, GHG = greenhouse gases, CO_{2e} = carbon dioxide equivalent

Alternatives 1 and 2 are modeled to have slightly higher (10.5% and 11.5% respectively) air pollutant and GHG emissions than the No Action Alternative in 2045. This is because the emissions analysis is based on the vehicle miles traveled (VMT) outputs from the regional transportation model, which forecasts higher citywide VMT for Alternatives 1 and 2 than No Action. Alternatives 1 and 2 would have higher population and job growth in 2045 than the No Action Alternative, which resulted in higher modeled VMT from the regional transportation model (See Table 12 in the Transportation section of the Draft EIS and associated discussion). Basically, more households result in higher total VMT.

However, while Alternatives 1 and 2 would have higher overall VMT than the No Action, which would result in higher modeled emissions, they both would have **lower VMT per household** than the No Action Alternative. This is likely because Alternatives 1 and 2 propose more mixed-use areas that could reduce the length and frequency of vehicle trips. We also note that differences in GHG emissions could be offset by the climate benefits associated with higher-density development and other non-transportation related actions the City is taking under its Climate Action Framework. For example, we know that the second largest contributor to emissions in the City (after transportation) is from buildings, both construction and through energy use. With adoption of the new green building policy, we can expect new buildings to have lower ongoing emissions than existing ones. These non-transportation-related emissions reductions are not captured quantitatively in the Draft EIS because the emissions modeling relies on the modeled citywide VMT from the regional transportation model.

The transportation modeling results also indicated minimal differences in transportation mode choices and average vehicle trip lengths between alternatives, with active transportation modes continuing to compose a small share (approximately 10%) of trips in the future. The future modeled mode split and trip lengths are likely similar across the alternatives because they represent a citywide average across all Transportation Analysis Zones (TAZ), as opposed to detailed modeling within these individual, smaller zones. A TAZ-based analysis may show more differences in these metrics, particularly in areas expected to have more dense development. However, we do note in the Draft EIS that 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 and thus result in lower

VMT and transportation-related emissions per household. 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. For the final, Preferred Alternative and in the Final EIS, we will conduct an active trip potential analysis that will help us to provide a more detailed understanding of potential future transportation patterns, including shifts away from vehicular modes, and associated effects on emissions.

In summary, although the emissions modeling results indicate somewhat higher citywide emissions under Alternatives 1 and 2 than the No Action Alternative, we recognize that the quantitative modeling may not tell the whole story and therefore include qualitative statements in the Draft EIS about what we may expect to see with a more compact development pattern. Because this Draft EIS is a nonproject action, we are limited in the level of detail that our transportation modeling can accommodate. The air quality/GHG emissions analysis relies on the transportation modeling, which in turn means it is inherently limited as well.

We hope this additional information helps. We encourage you to check out the full impact assessment in Chapter 4 (Air Quality, Greenhouse Gases, and Climate section) for more details, and the underlying Transportation analysis in Chapter 3 as well.



CITY OF
Vancouver
WASHINGTON

Clark County Parks Sustainable Funding Team

David Perlick, Director, Vancouver Parks, Recreation & Cultural Services

Ross Hoover, Director, Clark County Parks and Nature

August 4, 2025



Agenda

- Review Purpose
- Update on Discussions with Other Cities
- Process Concept and Timeline
- Request Vancouver Representative
- Questions & Discussion

Clark County Sustainable Funding Team Concept

To explore, identify, and recommend sustainable funding strategies for the region to preserve, maintain, and enhance public parks and natural areas, ensuring equitable access, promoting environmental stewardship, committing to health and wellness and enhancing economic vitality for current and future generations.

History and Existing Conditions

Reviewing Standards and Needs

Understanding Funding Options

Community Expectations

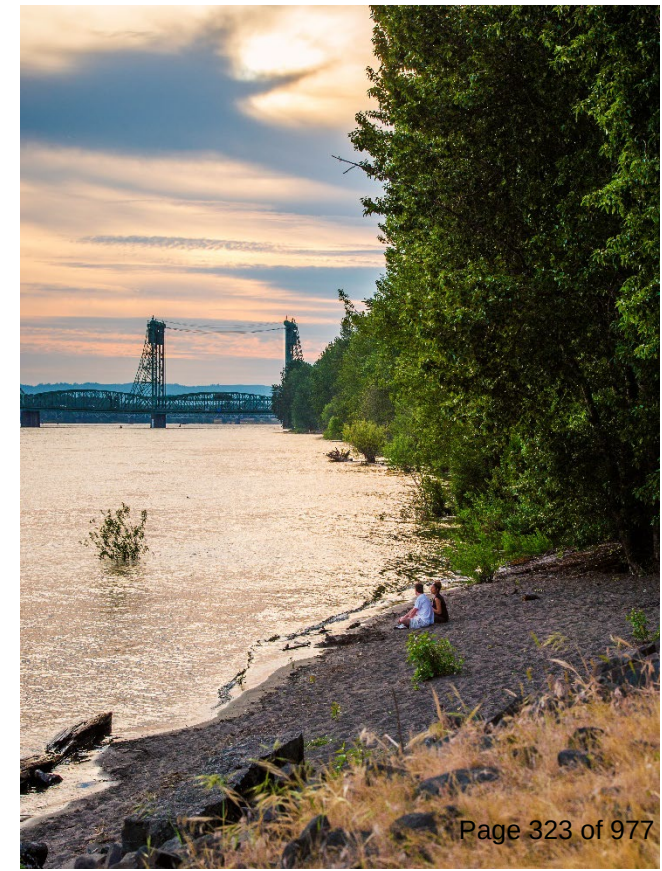
Benefits of Regional Coordination

A Path Forward?



Discussions with Other Cities

- Clark County – May 6
- City of Vancouver – June 2 + Aug. 4
- City of Battle Ground – June 3
- City of Washougal – June 9
- City of La Center – June 11
- City of Camas – July 7
- City of Yacolt – TBD
- City of Ridgefield - TBD



Team Concept and Timeline

- Preliminary concept and timeline – will be refined as team comes together
- This is a first phase - focus on “feasibility analysis”
- Representatives from each Council and staff
- Work includes:
 - Agency overview and benchmarking
 - Recent history
 - Comparison of needs
 - Case studies and models
 - Review of potential funding tools
 - Narrowing set of options to more fully consider
- Proposed timeline is Aug. '25 through Jan. '26
- Next phases will pivot to larger community and stakeholder engagement





Request for Council Representative

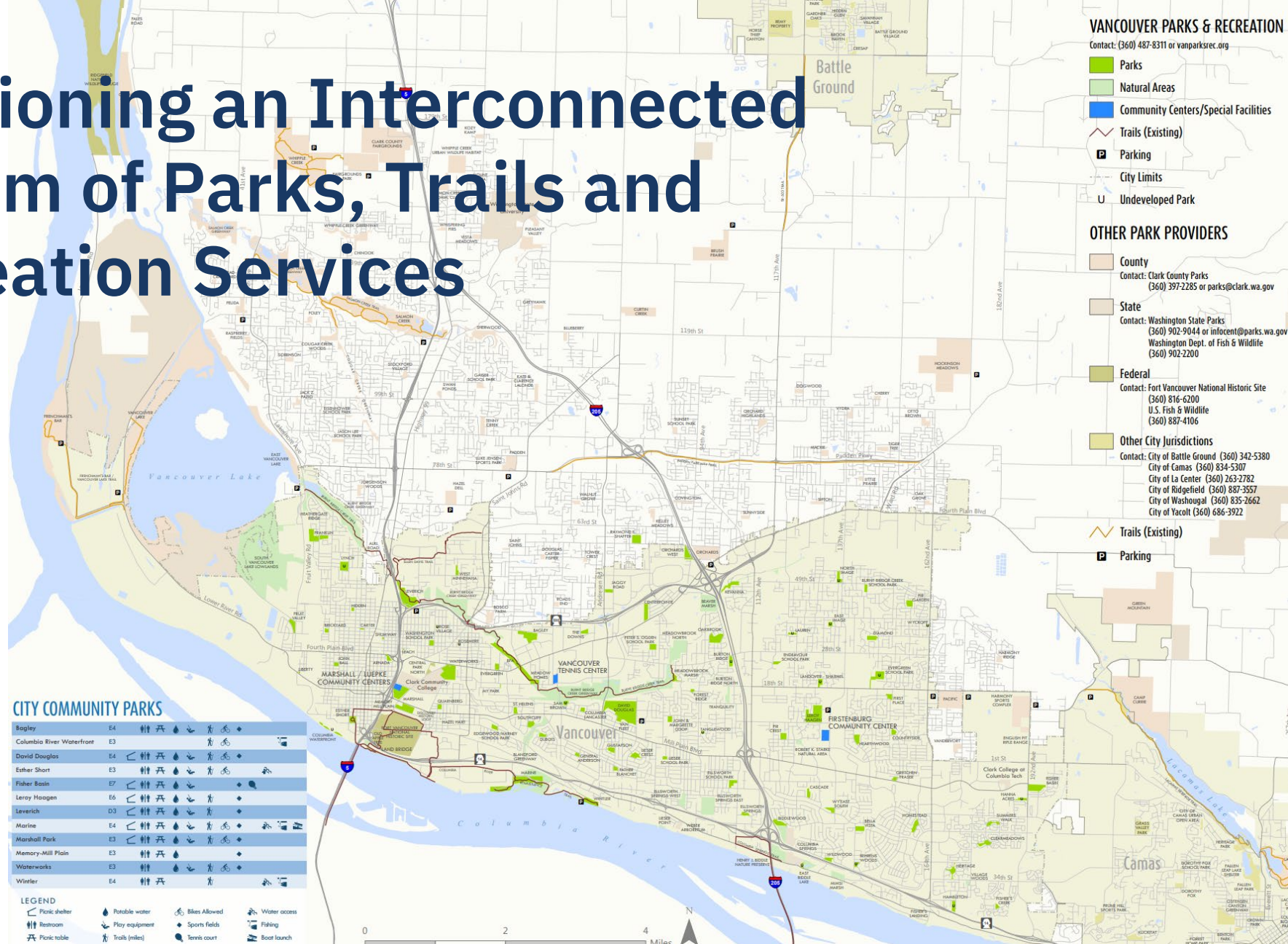
We are seeking a primary and alternate representative from the Vancouver City Council to participate in the initial phase of the sustainable parks funding effort.



Discussion



Envisioning an Interconnected System of Parks, Trails and Recreation Services



Clark County Sustainable Future | Parks and Nature | Task Team Charter

Mission Statement:

To explore, identify, and recommend sustainable funding strategies for the region to preserve, maintain, and enhance public parks and natural areas, ensuring equitable access, promoting environmental stewardship, committing to health and wellness and enhancing economic vitality for current and future generations.

Goals and Objectives:

1. Assess existing conditions and context: current facilities, services, standards, budgets and priorities to understand shared opportunities and unique positions.
2. Research Funding Opportunities: Explore diverse funding sources and innovative revenue-generation methods.
3. Engage Key Stakeholders: Involve community members, organizations and policymakers to ensure a collaborative and inclusive approach to funding.
4. Promote Transparency: Develop clear and accessible communication channels to keep the community informed about funding plans and utilization.
5. Understand that city and county parks play distinct roles across the region, making it essential to ensure both are adequately funded. By recognizing and respecting local needs, explore shared opportunities and funding sources while also considering options tailored to each organization.
6. Prioritize equity and access by fostering an understanding of underserved areas and populations. This includes examining geographical gaps as well as considering the diverse cultures, ages, lifestyles, and abilities within the community.
7. Establish a Long-Term Sustainability Recommendation: Create a recommended comprehensive funding concept that addresses short-term needs while supporting the long-term health and accessibility of public parks throughout Clark County.

Scope of Work:

The Parks Funding Task Team will focus on the following key areas:

- Reviewing Park infrastructure and program needs throughout the county
- Identifying funding sources that meet regional needs through 2040
- Developing a forum for coordination and partnerships between stakeholders
- Recommending sustainable financial strategies to elected officials

Membership:

The team will consist of no more than 12 member representatives from the following groups:

- Local government agencies
- Other Park providers
- Non-profit organizations
- Youth sports organizations
- Land conservation organizations
- Interest groups
- Community leaders

Roles and Responsibilities:

- Staff: Facilitate meeting, set agendas, and oversees the team's progress.
- Secretary: Documents meetings, records decisions, and ensures timely communication with all members.
- Members: Contribute expertise, participate in discussions, and support funding initiatives.

Meeting Schedule:

The team will meet bi-weekly for the first two months and then monthly as projects progress.

Performance Measures:

Success will be measured by the following outcomes:

- Gaining a shared understanding of the current state and future needs of parks
- Reviewing and evaluating potential funding options and mechanisms
- Increasing community awareness and participation in park funding efforts
- Defining a range of potential economic benefits the result from sustainable parks future.
- Providing a report and recommendation to elected officials on a sustainable future.

July 7, 2025

Workshops: 4:30-5:45 p.m.

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

The City Council Meeting was held on 7/7/2025 at 4:30 PM in the Vancouver City Hall, Council Chambers 415 West 6th Street, Vancouver, WA 98660.

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

View the CVTV video recording, including presentations and discussion, for workshops at: <https://www.cvtv.org/vid/link/38037?startStreamAt=0&stopStreamAt=2677>

OPEIU/Miscellaneous Positions Updates

(Approximately 30 minutes)

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

Staff led Council through a discussion of the OPEIU/Miscellaneous Positions Updates.

Councilmembers Hansen and Harless joined the workshop remotely.

New Public Works Operations Campus Project Update

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

Jason Olson, Capital Projects Project Manager, Jason.Olson@cityofvancouver.us

Staff led Council through a discussion of the New Public Works Operations Campus Project Update.

Councilmembers Hansen and Harless joined the workshop remotely.

Council Dinner / Executive Session Re: Threatened or Pending Litigation RCW 42.30.110(1)(i) (30 Min)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 5:20-5:50 p.m. to discuss Threatened or Pending Litigation.

Regular Council Meeting

6:30 PM

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

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

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

https://www.cvtv.org/vid_link/38039?startStreamAt=0&stopStreamAt=5940

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

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

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

Absent: None

Councilmembers Hansen and Harless joined the meeting remotely.

Approval of Minutes

Minutes - June 16, 2025

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 6, No: 0, Abstaining: 1, to approve the June 16, 2025, Meeting Minutes. Councilmember Stober abstained from the vote.

Minutes - June 23, 2025

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and Yes: 7, No: 0, Abstaining: 0, to approve the June 23, 2025, Meeting Minutes.

Proclamations

Disability Pride Month

Mayor McEnerny-Ogle read and presented a proclamation to Greg Goodwin, Kuni Foundation, and Jeananne Edwards, Community in Motion, proclaiming July 2025, as Disability Pride Month.

International Day of Hope

Mayor McEnerny-Ogle read and presented a proclamation to Lynn Crawford, Program Manager for HOPE Dementia Support, proclaiming July 12, 2025, as International Day of Hope.

National Parks and Recreation Month with 70th Anniversary of Vancouver Parks and Recreation

Mayor McEnerny-Ogle read and presented a proclamation to Jaynee Haygood, Chair of the Parks and Recreation Advisory Commission, and Brad Richardson, Chair of the Culture Arts and Heritage Commission, proclaiming July 2025, as National Parks and Recreation Month with 70th Anniversary of Vancouver Parks and Recreation.

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.

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding any matter on the agenda not

scheduled for a Public Hearing:

- *Carmen DeLeon, Vancouver*

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

Consent Agenda

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

Council pulled items 7, 8, and 9 for discussion.

Motion by Councilmember Perez, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve Items 1-6 and 10-11 on the Consent Agenda.

Motion by Councilmember Stober, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to approve Item 7 on the Consent Agenda with Scrivener's error corrections.

Motion by Councilmember Fox, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve Items 8 and 9 on the Consent Agenda.

1. Contract Award - Meter Reading Services - C-101997

Staff Report: 137-25

Request: On Monday, July 7, 2025, award a contract for meter reading services to Metereaders LLC and authorize the City Manager, or designee, to finalize and execute the same.

Amy Sorenson, Utilities Administration Manager,
Amy.Sorenson@cityofvancouver.us

Motion approved the request.

2. Interlocal Agreement - Clark County and City of Vancouver Capital Funds for Bridge Shelter

Staff Report: 138-25

Request: On Monday, July 7, 2025, authorize the City Manager, or designee, to execute the interlocal agreement with Clark County to receive these funds to support the bridge shelter capital costs.

Lon Pluckhahn, City Manager, lon.pluckhahn@cityofvancouver.us

Motion approved the request.

3. Interlocal Agreement - City of Vancouver and the Evergreen School District to Provide Law Enforcement Services at District Events

Staff Report: 139-25

Request: On Monday, July 7, 2025, authorize the City Manager, or designee, to execute the Interagency Agreement between the City of Vancouver and the Evergreen School District Relating to Law Enforcement Services Provided at Special Events.

Daphine Harris, Police Business Services Manager,
daphine.harris@cityofvancouver.us

Motion approved the request.

4. Purchase Agreement - Purchase a Pre-Engineered Metal Building for the Bridge Shelter Project from Sourcewell - C-110822

Staff Report: 140-25

Request: On Monday, July 7, 2025, authorize the City Manager or designee to purchase a Pre-engineered Metal Building for the Bridge Shelter from Sourcewell under Contract #110822, up to a maximum of \$1,300,000.

John Kearns, Capital Projects Project Manager,
Kevin.Kearns@cityofvancouver.us

Motion approved the request.

5. 2025-2026 Collective Bargaining Agreement with the AFSCME, Local 307VC

Staff Report: 141-25

Request: On Monday, July 7, 2025, authorize the City Manager or designee to sign the January 1, 2025 to December 31, 2026 Collective Bargaining Agreement with the AFSCME by executing the same.

Antoinette Gasbarre, Human Resources Director, Lee Lofton, Deputy Human Resources Director, Antoinette.Gasbarre@cityofvancouver.us, lee.lofton@cityofvancouver.us

Motion approved the request.

6. Term Extension for Lodging Tax Advisory Committee Members

Staff Report: 142-25

Request: On Monday, Monday, July 7, 2025, approve the term extensions for all Lodging Tax Advisory Committee members to positions that will expire on December 31, 2025.

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

Motion approved the request.

7. Amendments to Council Policy 100-06, Council Appointment of Community Members to Boards, Commission, Advisory Commissions and Work Groups

A RESOLUTION relating to City Council policies and procedures for “Councilmember Appointment to Boards and Commissions;” amending City Council Policy 100-06.

Staff Report: 062-25

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

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

Council made updates to the text of Policy 100-06 for Scrivener's errors.

Section 4.2 – Restore the language that allows appointments of an unexpired term up to two years shall not be considered a full term, and that if someone is appointed to fill the remainder of an unexpired term of six months or less their appointment shall be for the unexpired term plus the next full term.

Section 8.0 – Replace the word “subcommittee” with “City Council” in the second to the last sentence.

Section 9.0 – Remove the words “an annual” in front of application period and changed to “the application period”. In the same section added “City Council” immediately following the word “forwarding”.

Section 12.0 – Add in the phrase “unless superseded by regulatory provision(s) or legal authority” to be consistent with section 4.2, Term Limits.

The Council motioned to approve the item with corrections.

Motion adopted Resolution M-4342 to approve the request.

8. Multi-Family Tax Exemption Program 2-Year Application Fee Waiver

A RESOLUTION of the City of Vancouver relating to the City's Multi-Family Housing Tax Exemption (MFTE) Program application fees contained in Section 3.22.040(E) of the Vancouver Municipal Code (VMC) to implement a limited-term two-year waiver on assessment and collection of MFTE program application fees; providing for severability; and setting an immediate effective date.

Staff Report: 143-25

Request: On Monday, July 7 2025, adopt a resolution to waive application fees for the multifamily tax exemption program for 2 years.

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

Motion adopted Resolution M-4343 to approve the request.

9. 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: 144-25

Request: On Monday, July 7 2025, advance the ordinance, setting the date for the second reading and public hearing for July 14 2025.

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

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

Motion approved the request.

10. Building and Fire Code Commission Appointment

Request: On Monday, Monday, July 7, 2025, reappoint David Wulbers and Adrienne Linton, and appoint Nathan Morris to full-term positions on the Building and Fire Code Commission, with terms beginning on June 30, 2025, and expiring June 30, 2031, and appoint Michael Williams to a mid-

term position, with a term beginning on immediately and expiring December 31, 2026.

Subcommittee 2

Motion approved the request.

11. Approval of Claim Vouchers

Request: Approve claim vouchers for July 7, 2025.

Motion approved claim vouchers in the amount of \$31,357,320.70.

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.

12. Ordinance Correcting Scrivener's Error in Chapter 5.03 of the Vancouver Municipal Code

AN ORDINANCE relating to the correction of scrivener's error in chapter 5.03 of the Vancouver Municipal Code, amending VMC 5.03.030; and providing for savings, severability, and an effective date.

Staff Report: 134-25

Request: On Monday, July 7, 2025, upon second reading and a public hearing, approve the ordinance.

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

Natasha Ramras, Chief Financial Officer, provided an overview of the Ordinance Correcting Scrivener's Error in Chapter 5.03 of the Vancouver Municipal Code.

Council discussed the item briefly with staff.

Mayor McEnery-Ogle opened the public hearing and did not receive testimony from community members.

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

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve Ordinance M-4504.

13. 2025 First Supplemental Budget

AN ORDINANCE relating to the 2025-26 Biennial Budget and making supplemental appropriations in various funds needed to meet certain necessary expenditures to be incurred in 2025-26 which were not and could not reasonably have been foreseen at the time of adoption of the 2025-26 Budget; declaring an emergency and providing for an immediate effective date.

Staff Report: 135-25

Request: On Monday, July 7, 2025, upon second reading and a public hearing, approve the ordinance.

Shannon Olsen, Budget Manager, shannon.olsen@cityofvancouver.us

Shannon Olsen, Budget Manager, provided an overview of the 2025 First Supplemental Budget.

Council discussed the item briefly with staff.

Mayor McEnerny-Ogle opened the public hearing and did not receive testimony from community members.

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

Motion by Councilmember Perez, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve Ordinance M-4505.

14. Ordinance Removing Parking Minimums Citywide for Affordable and Attainable Housing Developments

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending VMC 20.945.070 Minimum Off-Street Parking Requirements and VMC 20.670.040 The Heights (HX) Plan District Design and Development Standards to reduce the required off-street parking requirement to zero spaces per unit for housing projects that provide at least 50% of dwelling units at 100% Area Median Income (AMI) or below for a minimum of 10 years, providing for severability and an effective date.

Staff Report: 133-25

Request: On Monday, July 7, 2025, upon second reading and a public hearing, approve the ordinance.

Chim Chune Ko, Principal Project Manager, Bryan Snodgrass, Principal Planner, ChimChune.Ko@cityofvancouver.us, bryan.snodgrass@cityofvancouver.us

Chim Chune Ko, Principal Project Manager, Bryan Snodgrass, Principal Planner, provided an overview of the Ordinance Removing Parking Minimums Citywide for Affordable and Attainable Housing Developments.

Council discussed the item briefly with staff.

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

- *Ryan Ward, Vancouver*
- *Jason Cromer, Vancouver*

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

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and Yes: 7, No: 0, Abstaining: 0, to approve Ordinance M-4506.

Communications

A. From the Council

B. From the Mayor

Mayor McEnerny-Ogle appointed Councilmember Fox as the Alternate to the Alternate for the C-Tran Board.

C. From the City Manager

Geraldene Moyle, General Services Director, provided an update about the Council Chambers Update.

Clark County Commission on Aging Annual Presentation

Ellen Rogers and Dave Moss, Commission on Aging Members, discussed the Clark County Commission on Aging Annual Presentation.

Adjournment

8:08 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: [Dollar, Sarah](#)
To: [Dollar, Sarah](#); [Ko, Chim Chune](#)
Subject: FW: Public Comment for meeting 7/7
Date: Monday, July 7, 2025 12:21:43 PM

7-7 Testimony

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

From: James Wu <[REDACTED]>
Sent: Monday, July 7, 2025 11:09 AM
To: City Council <council@cityofvancouver.us>
Subject: Public Comment for meeting 7/7

You don't often get email from jamesjwu83@gmail.com. [Learn why this is important](#)

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

Hello,

My name is James Wu and I live in Hazel Dell. I wanted to speak in support of removing parking minimums for affordable housing in the city of Vancouver. Parking spots that are unused are basically wasted space. They cause more distance to be travelled between locations, causing more traffic, more waste, and more pollution. Minimum parking laws are the number one reason why unused parking spots are created. There should be no reason to have them, and any steps we can take to reducing or eliminating them is a step in the right direction.

--

[James Wu, IT Consultant](#)

[REDACTED]

From: [Wynn Grcich](#)
To: [Reform Clark County - Rob Anderson](#); [Rebecca Messinger](#); [City Council](#); [Victoraleeferrer@gmail.com](#); [Harris, Rep. Paul](#)
Subject: Fwd: Fluoridation Lawsuit Update - EPA Granted "Final" Extension
Date: Thursday, July 3, 2025 1:53:53 PM

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

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

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

From: **Fluoride Action Network** <mail@networkforgood.com>
Date: Thu, Jul 3, 2025, 1:38 PM
Subject: Fluoridation Lawsuit Update - EPA Granted "Final" Extension
To: [REDACTED] >



EPA Is Granted Fourth Extension to Make Appeal Decision

Dear Wynn:

Ten months ago, in September of 2024, the Fluoride Action Network (FAN) [won a historic](#) 8-year-long legal battle in federal court against the EPA over the neurotoxicity of water fluoridation. The court ruled that fluoridation of water at 0.7 mg/L—the level considered “optimal” by proponents of fluoridation—“poses an unreasonable risk to reduced IQ in children,” and the risk is “sufficient to require the EPA to engage with a regulatory response.” Read the full [court ruling](#).

The ruling doesn’t require the EPA to review the safety of fluoridation, as some proponents of the practice have incorrectly stated. The nearly decade-long trial was the safety review, and fluoridation failed. The court used its authority under the Toxic Substances Control Act (TSCA) to officially classify fluoridation chemicals as an unreasonable health hazard, triggering a federal law requiring the EPA to initiate a process to eliminate the risk. The EPA ought to have immediately started the rulemaking process last fall to promulgate new regulations banning the sale and use of fluoridation chemicals for water treatment purposes in an effort to protect public health as quickly as possible. However, that’s not what the agency has done.

The court gave the EPA a deadline of mid-January to decide if they planned to appeal the ruling. On January 17th, several days before the appeal deadline and only three days before a new EPA administrator and presidential administration entered office, the EPA [filed](#) a *Notice of Intent to Appeal*. While this notice is the first step in the appeals process, it’s important to point out that it does not necessarily mean the ruling will be appealed. A notice of intent can act as a placeholder to essentially delay the appeal deadline to give the losing party more time to make a decision. Once a notice of appeal has been filed, it marks the beginning of the time period within which the appellant must file a formal brief with their written arguments. If a brief isn’t filed by the deadline, then the lower court’s ruling stands. Also, the new EPA administrator is not bound by the previous administrator’s intent to appeal, and it can be withdrawn at any point in time, even if a brief is eventually filed.

Fourth Extension

So far, the EPA has not filed a brief. Instead, they have asked for four separate deadline extensions since April. The first deadline was April 11th, but just three days prior to it, EPA Administrator Lee Zeldin [announced](#) that the agency was concerned about fluoridation’s safety and would be re-examining the allowable level of fluoride in drinking water due to the large body of government-funded research linking the practice to developmental neurotoxicity.

The *US Court of Appeals for the Ninth Circuit* granted a new deadline of May 11th, then extended the deadline to June 11th. The EPA then asked for an additional 14-day extension to June 25th, this time giving a reason for their inaction, [revealing](#) the following:

“The Solicitor General has not yet authorized appeal in this case...Additional time is warranted to allow the Solicitor

General to make that decision, as well as to allow the government to prepare and finalize an opening brief if an appeal is authorized.”

One of the roles of the Solicitor General's office is to determine whether or not the government will appeal a lower court ruling. This note by the EPA indicates that the former Solicitor General, Elizabeth Prelogar, never authorized an appeal despite having four months to do so. It also means that the EPA filed its *Notice of Appeal* without knowing if it would ever get approval since Prelogar left her position in January. A new Solicitor General, D. John Sauer, was confirmed on April 4th, and the EPA's note indicates that he too has not approved an appeal after three months of consideration. The EPA's motion also states that they have not even started drafting their appeal brief.

The *US Court of Appeals* has given the US Environmental Protection Agency (EPA) until mid-July to file their brief.

According to our legal counsel, this is the last extension the court will allow.

Interview With Michael Connett

FAN's attorney, Michael Connett, was recently interviewed for 15 minutes on the popular news show *Redacted* about the joint [announcement](#) by the EPA and CDC in April to re-assess fluoridation guidelines based on the weight of the evidence showing harm. Watch the interview by clicking on the graphic below:



Thank you for your support,
Stuart Cooper
Executive Director
Fluoride Action Network

[CLICK HERE to Support Our Work With A Tax Deductible Donation](#)

Fluoride Action Network
North Sutton, New Hampshire
info@fluoridealert.org

Email not displaying correctly? [View it in your browser](#)

[Unsubscribe](#)



From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch "UK Mortality by Vaccination Status: Very Strong Early Protection... But What Happened Later? (#183)" on YouTube
Date: Saturday, July 5, 2025 10:19:09 PM

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

https://youtu.be/_GcDjoOdrC4?si=hWpITMb2tTG0BOOb. PLEASE SEND TO COUNCIL MEMBERS AND MELNICK. PUT ON PUBLIC RECORD AND CONFIRM THAT YOU DID. THANKS FROM WYNN

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); Victoraleeferrer@gmail.com; [City Council](#); [Harris, Rep. Paul](#)
Subject: Watch "The earth is an oil producing machine" on YouTube
Date: Saturday, July 5, 2025 5:52:33 PM

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

<https://youtu.be/wiuzaSRMXhk?si=UcvhC4JxfDlfulho> please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Harris, Rep. Paul](#); [Rebecca Messinger](#); [City Council](#); [Victoraleeferrer@gmail.com](#); [Reform Clark County - Rob Anderson](#)
Subject: Watch "Behind the Curtain of the New CDC Panel on Vaccines: Dr. Robert Malone and Retsef Levi" on YouTube
Date: Saturday, July 5, 2025 5:50:19 PM

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

<https://youtu.be/KZQOuvW1Euw?si=LaaIqMBIQTHLXro9> Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch "When toilet paper became extinct #shorts" on YouTube
Date: Saturday, July 5, 2025 5:44:11 PM

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

<https://youtube.com/shorts/rwvuG-arKFo?si=xCj3TOs5qtwDIveu> . Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch "This is for educational purposes only or something like that! #gardening #decompression #greenthumb" on YouTube
Date: Saturday, July 5, 2025 5:14:31 PM

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

<https://youtube.com/shorts/HKivLLmtP8c?si=BxyWPknqzY6o5FRC> . Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch "Here's How To Fight Microplastics Infecting Our Bodies & Brains! w/ Kim Bright" on YouTube
Date: Sunday, July 6, 2025 2:42:18 PM

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

<https://youtu.be/ytrYSs8j8jg?si=5hLe1yAcaGW0UXXC> Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#); Victoraleeferrer@gmail.com; [Ken Vance](#)
Subject: Watch "CDC Removes MERCURY from ALL Flu Shots! w/ Mary Holland" on YouTube
Date: Sunday, July 6, 2025 2:28:52 PM

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

<https://youtu.be/NbjfkRdhxPs?si=jvWGoekYIfvsUrso>. PLEASE SEND TO COUNCIL MEMBERS AND MELNICK. PUT ON PUBLIC RECORD AND CONFIRM THAT YOU DID. THANKS FROM WYNN

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#); [Victoraleeferrer@gmail.com](#); [Reform Clark County - Rob Anderson](#); [Cemal Richards](#)
Subject: Covid fraud in CA
Date: Sunday, July 6, 2025 1:57:56 PM

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

https://www.theepochtimes.com/us/fbi-charges-4-californians-in-largest-ever-covid-tax-credit-fraud-scheme-5880348?utm_source=healthnoe&src_src=healthnoe&utm_campaign=health-2025-07-07&src_cmp=health-2025-07-07&utm_medium=email&est=RAFghcmjocZe0opd%2BLWQ7wYXQ7fINk1Fht2834Ibl%2BA56Vd3dou3%2FrRHJeKg
Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch "CIA, MKUltra: Mind Control Techniques are Being Used Today & How To Protect Yourself" on YouTube
Date: Sunday, July 6, 2025 6:26:23 PM

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

<https://youtu.be/sJOofCS9Ktyg?si=gJCMjKfaHPuOL0fQ> Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Harris, Rep. Paul](#); [Rebecca Messinger](#); Victoraleeferrer@gmail.com; [City Council](#); [Reform Clark County - Rob Anderson](#); [Cemal Richards](#); [Bill Coones](#); [Vern Jeremica](#); [Justin Forsman](#)
Subject: Watch "RFK Just EXPOSED It All" on YouTube
Date: Sunday, July 6, 2025 4:06:00 PM

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

<https://youtu.be/PPPZZZmfvXE?si=8HuQ5zYK1c2J89Lo>. PLEASE SEND TO COUNCIL MEMBERS AND MELNICK. PUT ON PUBLIC RECORD AND CONFIRM THAT YOU DID. THANKS FROM WYNN

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch "Covid Leader ADMITS "Fringe" Doctors Were Right!" on YouTube
Date: Sunday, July 6, 2025 4:00:42 PM

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

<https://youtube.com/shorts/5VMriK06QbQ?si=HHVm0Mti8-mtNdZz> Please send to council members and Melnick
Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch "Bioengineered Ticks Make You Allergic To RED MEAT To Fight Climate Change!?!?" on YouTube
Date: Monday, July 7, 2025 12:33:48 AM

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

https://youtu.be/pAU-_y-WRFY?si=wWpD9hrdQsk2bW-r. Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Reform Clark County - Rob Anderson](#); [Bill Coones](#); [Victoraleeferrer@gmail.com](#); [Cemal Richards](#); [Rebecca Messinger](#); [City Council](#); [Ken Vance](#); [Vern Jeremica](#); [Justin Forsman](#)
Subject: Watch "SHOCKING cause of Deadly Meat Allergy: Medical Mystery Solved!" on YouTube
Date: Monday, July 7, 2025 12:56:19 AM

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https://youtu.be/4o7EOBCbwHA?si=AHBgnHALaI2W_rVI Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Dollar, Sarah](#)
To: [Dollar, Sarah](#)
Subject: FW: Fluoride
Date: Wednesday, July 2, 2025 4:36:29 PM

7-7 testimony

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

From: Wynn Grcich <[REDACTED]>
Sent: Wednesday, July 2, 2025 12:17 PM
To: Reform Clark County - Rob Anderson <rob@reformclarkcounty.com>; Rebecca Messinger <Rebecca.Messinger@clark.wa.gov>; [REDACTED]; City Council <council@cityofvancouver.us>
Subject: Fluoride

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

⚠ Water Fluoridation Was a 'Sacred Cow' — What Happens Next?

Rick North, a Fluoride Action Network board member, told “The Defender In-Depth” that the federal government and the medical-dental establishment are the biggest promoters of water fluoridation. “If it comes out that they are wrong ... their reputations are going to take a major hit.”

North said that for years, various organizations and individuals petitioned the EPA to stop water fluoridation. But despite basing their petitions on “a tremendous amount of animal and human studies,” the EPA rejected these calls.

According to North, “the next step was to file a lawsuit,” which several plaintiffs, including the Fluoride Action Network, Moms Against Fluoridation, Food & Water Watch and individual parents and children, filed in 2017.

The lawsuit, however, was beset with delays — it took seven years for the court to finally issue last week’s ruling, which followed two sets of hearings: one in 2020 and one in February of this year.

“In between, it has been just one delay after another, mainly put out by the EPA, which

has been trying to delay this,” North said.

As an example, North cited the publication of a key report by the National Toxicology Program (NTP), which concluded that fluoride is associated with reduced IQ in children at exposure levels at or above 1.5 milligrams per liter, and potentially at lower doses.

According to North, the NTP report was ready for publication in May 2022. However, the U.S. Department of Health and Human Services exerted pressure to block its release. “They knew it was full of pretty bombshell kinds of information,” North said.

North said the NTP report confirmed what anti-fluoride activists have been arguing for decades, “a consistent connection, consistent link between fluoride and lower IQ.”

“If you are a pregnant woman, if you are the parent of an infant ... this is where the damage to the brain is, this is where the science is showing it’s happening by women consuming fluoride, mainly through [water] fluoridation,” North said.

“It gets into the fetus, and this is where brain damage can be happening — irreversible brain damage, loss of IQ. Then ... if the baby is ingesting water mixed with infant formula ... this is where significant damage also seems to be taking place,” North added.

“It doesn’t get much stronger than this,” North said — and the judge agreed. “He finally decided ... water fluoridation is an unreasonable risk to humans based on the lowering of IQ in children,” North said.

WATCH 

https://childrenshealthdefense.org/defender/rick-north-fluoride-defender-podcast/?utm_source=telegram&utm_medium=social&utm_campaign=defender&utm_id=20241007. Please put on public record. Send to council members and Melnick. Confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch "'Stolen identities of over 1 million Americans': DOJ exposes largest healthcare fraud in US history" on YouTube
Date: Monday, June 30, 2025 2:09:25 PM

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<https://youtu.be/wsotrYlvL-I?si=fz9-wFMILkQxFMfC>. Send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch "White clots in 2025" on YouTube
Date: Monday, June 30, 2025 11:03:55 AM

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<https://youtu.be/VTfKMRdYCOE?si=uTvIcgGcndLupnel>. PLEASE PUT ON PUBLIC RECORD. SEND TO COUNCIL MEMBERS AND MELNICK. CONFIRM THAT YOU DID. THANKS FROM WYNN

From: [Wynn Greich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Trump making kids gay or retarded
Date: Sunday, June 29, 2025 5:38:52 PM

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

https://m.facebook.com/story.php?story_fbid=pfbid0tqGZFTwUgwWQxH8ueNpcv5izJ93f4xCqf8yocj1mQ5dqGu6rQXWh4TB1qA5mY1bUl&id=100008692987355
Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: EMERGENCY ALERT: TERROR ATTACK ON JULY 4TH ?? DR. DAVID MARTIN EXPOSES THE NEXT EVENT 201
Date: Friday, June 27, 2025 1:46:52 PM

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<https://rumble.com/v6ub6ur-emergency-alert-terror-attack-on-july-4th-dr.-david-martin-exposes-the-next.html>. please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn. Are you going to warn the public?

From: [Wynn Grcich](#)
To: [Reform Clark County - Rob Anderson](#); [Rebecca Messinger](#); [City Council](#); [Ken Vance](#)
Subject: Dr. David Martin- Plandemic 2.0: The July 4th Bioterror Plot & Palantir's Master Plan
Date: Friday, June 27, 2025 1:44:37 PM

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<https://www.bitchute.com/video/XW4UgQvMH1FZ>. Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#); [Victoraleeferrer@gmail.com](#); [Cemal Richards](#); [Reform Clark County - Rob Anderson](#)
Subject: Fluoride findings
Date: Thursday, June 26, 2025 6:14:51 PM

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

BREAKING: Fluoride in Water Poses ‘Unreasonable Risk’ to Children, Federal Judge Rules

In a decision that could end the practice of water fluoridation in the U.S., a federal judge late Tuesday ruled that water fluoridation at current U.S. levels poses an “unreasonable risk” of reduced IQ in children.

The EPA can no longer ignore that risk, and must take regulatory action, Judge Edward Chen of the U.S. District Court of the Northern District of California wrote in the long-awaited landmark decision.

More than 200 million Americans drink water treated with fluoride at the “optimal” level of 0.7 milligrams per liter (mg/L). However, Chen ruled that a preponderance of scientific evidence shows this level of fluoride exposure may damage human health, particularly that of pregnant mothers and young children.

The verdict delivers a major blow to the EPA, public health agencies like the CDC and professional lobbying groups like the American Dental Association (ADA), which have staked their reputations on the claim that water fluoridation is one of the greatest public health achievements of the 20th century and an unqualified public good.

Fluoride proponents refused to reexamine that stance despite mounting scientific evidence from top researchers and government agencies of fluoride’s neurotoxic risks, particularly for infants’ developing brains.

Instead, they attempted to weaken and suppress the research and discredit the scientists carrying it out.

The tide is turning.

READ MORE: [https://childrenshealthdefense.org/defender/fluoridation-risk-kids-landmark-decision/?](https://childrenshealthdefense.org/defender/fluoridation-risk-kids-landmark-decision/?utm_source=telegram&utm_medium=social&utm_campaign=defender&utm_id=20240925)

[utm_source=telegram&utm_medium=social&utm_campaign=defender&utm_id=20240925](https://childrenshealthdefense.org/defender/fluoridation-risk-kids-landmark-decision/?utm_source=telegram&utm_medium=social&utm_campaign=defender&utm_id=20240925)

Please send to council members and Melnick. Put on public record and confirm that you did.

Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Forever chemicals
Date: Thursday, June 26, 2025 9:24:53 PM

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

https://childrenshealthdefense.org/defender/pfas-contamination-invisible-organisms-solution/?utm_source=telegram&utm_medium=social&utm_campaign=defender&utm_id=20240924.

Please send to council members and Melnick. Put on public record and confirm that you did.

Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch "'Forced medication': Florida to become second state to ban fluoride in water supply" on YouTube
Date: Wednesday, June 25, 2025 3:34:45 PM

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<https://youtube.com/shorts/piicFrCQv48?si=kISLR7-aDiU3MqWF> .please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch ""The Deadly Deception" You won't believe this one.." on YouTube
Date: Wednesday, June 25, 2025 3:43:30 PM

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

<https://youtu.be/p0acbewyfok?si=gHotgJwjLyekM2HS> please send to council members and Melnick. Put on public record and confirm that that you did. Thanks from Wynn

From: [Dollar, Sarah](#)
To: [Dollar, Sarah](#)
Subject: FW: Watch "'Forced medication': Florida to become second state to ban fluoride in water supply" on YouTube
Date: Wednesday, June 25, 2025 9:40:54 AM

7/7 testimony

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

From: Wynn Grcich <[REDACTED]>
Sent: Tuesday, June 24, 2025 10:20 PM
To: Rebecca Messinger <Rebecca.Messinger@clark.wa.gov>; City Council <council@cityofvancouver.us>; Victorialeeferrer@gmail.com; Justin Forsman <welcomelibertyback@gmail.com>; Ken Vance <ken.v@clarkcountytoday.com>; Vern Jeremica <[REDACTED]>
Subject: Watch "'Forced medication': Florida to become second state to ban fluoride in water supply" on YouTube

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

<https://youtube.com/shorts/piicFrCQv48?si=2p4FRlsRIpn6G6Mu> Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); Victorialeeferrer@gmail.com; [Cemal Richards](#); [City Council](#); [Reform Clark County - Rob Anderson](#); [Ken Vance](#)
Subject: Watch "Report: Seattle never intended to grant religious vaccine exemptions" on YouTube
Date: Saturday, June 21, 2025 11:50:29 PM

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

https://youtu.be/AXIzte8izqw?si=7Gfwqrrnn_bNwmKX Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

payments to its subcontractors, supplies, and workers, unless there are extenuating circumstances acceptable to the City.

3. Safety Record: For public works projects with engineer's estimate of \$500,000 or greater, the bidder shall not have had any serious or willful health or safety citations, violations, or penalties issued by the Washington Department of Labor and Industries, or, if the contractor is licensed to operate in both Washington and Oregon, the Oregon Bureau of Labor & Industries, during the previous three years of the submittal date unless there are extenuating circumstances and such circumstances are deemed acceptable to the City. Such violations demonstrate a lack of effective maintenance of workplace operations and required safety protocols which are critical to complex public works projects of this scope.

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Approved by Ridgefield Management Team 6/3/25

Chuck Green, PE

Public Works Director

Chuck.green@ridgefieldwa.us

Supplemental Bidder Responsibility Criteria: Draft Safety Record Criterion

In addition to the mandatory bidder responsibility criteria, the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project. As evidence that a bidder meets the supplemental bidder responsibility criteria, the Apparent Successful Bidder must submit, upon request, the required documentation to the City of Ridgefield, within two (2) business days of notification. The City reserves the right to request such documentation from other bidders as well.

If the City determines the bidder does not meet the bidder responsibility criteria and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, they may appeal the determination within two (2) business days of receipt of the City's determination by presenting additional information to the City. The City will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible received the City's final written determination as required by RCW 39.04.350(d).

The time deadline for a bidder to appeal a determination that they are not responsible, as indicated here, may be modified by the City, adopting either a standard for all projects or changing it on a project-by-project basis. If during the Bidding period, a potential Bidder believes that the Supplemental Bidder Responsibility Criteria will exclude them from bidding, Bidder may request the City to consider modifying the criteria. The request must be submitted by the question deadline. Such modification, if accepted by the City, will be communicated via the issuance of an addendum to the Bidding documents.

1. Federal Debarment – The bidder shall not currently be debarred or suspended from bidding on Public Works Projects by the Federal government. The bidder shall not be listed as a current debarred or suspended bidder on the U.S. Governments System for Award Management (SAM) website.

a. Website: <http://www.sam.gov>.

2. Claims against Retainage and Bonds – The bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three years, that demonstrate a lack of effective management by the bidder of making timely and appropriate

payments to its subcontractors, supplies, and workers, unless there are extenuating circumstances acceptable to the City.

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Chuck Green, PE

Public Works Director

Chuck.green@ridgefieldwa.us

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Public Works Director

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If the City determines the bidder does not meet the bidder responsibility criteria and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, they may appeal the determination within two (2) business days of receipt of the City's determination by presenting additional information to the City. The City will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible received the City's final written determination as required by RCW 39.04.350(d).

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a. Website: <http://www.sam.gov>.

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payments to its subcontractors, supplies, and workers, unless there are extenuating circumstances acceptable to the City.

3. Safety Record: For public works projects with engineer's estimate of \$500,000 or greater, the bidder shall not have had any serious or willful health or safety citations, violations, or penalties issued by the Washington Department of Labor and Industries, or, if the contractor is licensed to operate in both Washington and Oregon, the Oregon Bureau of Labor & Industries, during the previous three years of the submittal date unless there are extenuating circumstances and such circumstances are deemed acceptable to the City. Such violations demonstrate a lack of effective maintenance of workplace operations and required safety protocols which are critical to complex public works projects of this scope.

For the purposes of this criterion, "Serious health or safety citations, violations, or penalties" is defined per the Washington Division of Safety and Health (DOSH) as a violation when there is a substantial probability that death or serious physical harm could result from one of the following in the workplace:

- i. A condition that exists.
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Documentation:

The bidder shall submit a list of any serious or willful health or safety violations issued by the Washington Department of Labor and Industries (and Oregon Bureau of Labor & Industries if the contractor is licensed to operate in both Washington and Oregon) within the previous three years of the submittal date and a description of extenuating circumstances, if any, associated with the violations.



Approved by Ridgefield Management Team 6/3/25

Chuck Green, PE

Public Works Director

Chuck.green@ridgefieldwa.us

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GOD DAY ~ We are requesting that these six pages of information be put to your next Council meeting agenda as "written comments from The Public." AND to ALL Council members including the County Manager and Vancouver City Manager.

Please reply as to receiving this request and copies were sent to the above entities. Thank You.

Concerned Citizens of Clark County Washington USA

Wynn Grcich

Kimberlee Goheen Elbon

DATED THIS DAY JULY 2, 2025 a Wednesday.

A BLESSED WEEK OF FREEDOM AND INDEPENDENCE TO YOU AND YOUR FAMILIES
AS WE THE PEOPLE STAND ON DUTY.

PAGE 1 of 7

Chemical reaction? How Tacoma, Washington became the serial-killer capitol of America

By

Eric Spitznagel

Published June 21, 2025, 11:00 a.m. ET

64 Comments

The video player is currently playing an ad.

In 1996, Jack Spillman (aka the Werewolf Butcher) confessed to murdering three people, two of them children and one just 9 years old.

His brutality was staggering, not just raping his victims but dismembering them, drinking their blood and removing their sexual organs.

Bob Keppel — the chief criminal investigator for the attorney general of Washington state, where the murders were committed and Spillman lived — told reporters that “killers like Spillman, mutilators who commit cannibalism, vampirism, and necrophilia, are exceptionally rare, representing less than a tenth of 1 percent of all murderers,” writes Caroline Fraser in her new book, “Murderland: Crime and Bloodlust in the Time of Serial Killers” (Penguin Press), out June 10.



Despite its small size, the area around Tacoma, Wa is responsible for producing an outsized number of serial killers. Corbis via Getty Images



Charles Manson spent five years behind bars on Tacoma's McNeil Island during the early '60s.

What he failed to mention was that many of these "rare breed" serial killers had "spent quality time in Tacoma, a place where paraphilias flourish like fungi," she writes.

The Pacific Northwest is known for five things, writes Fraser: lumber, aircraft, tech, coffee and serial killers. "If you take a ruler and lay it down in 1961 and connect the dots between Charles Manson, Ted Bundy, and Gary Ridgway, you can practically draw a straight line," writes Fraser.

Is it just an unlucky coincidence? Or could it, wonders Fraser, have something to do with the region's high concentration of smelters, factories that release high levels of arsenic, cyanide, lead and other dangerous chemicals into the air?

EXPLORE MORE

In 2018, Washington state's Department of Ecology launched an online resource called "Dirt Alert," a block-by-block map of lead and arsenic contamination.

③ of 7

Of the four major "plumes" — the largest area of contaminated soil, usually located near smelters, industrial factories used to extract metals from ore — every one of them "has hosted the activities of one or more serial rapists or murderers," writes Fraser.

The author fully acknowledges that pollution is far from the only explanation. "Recipes for making a serial killer may vary, including such ingredients as poverty, crude forceps deliveries, poor diet, physical and sexual abuse, brain damage, and neglect," she writes. "But what happens if we add a light dusting from the periodic table on top of all that trauma?"

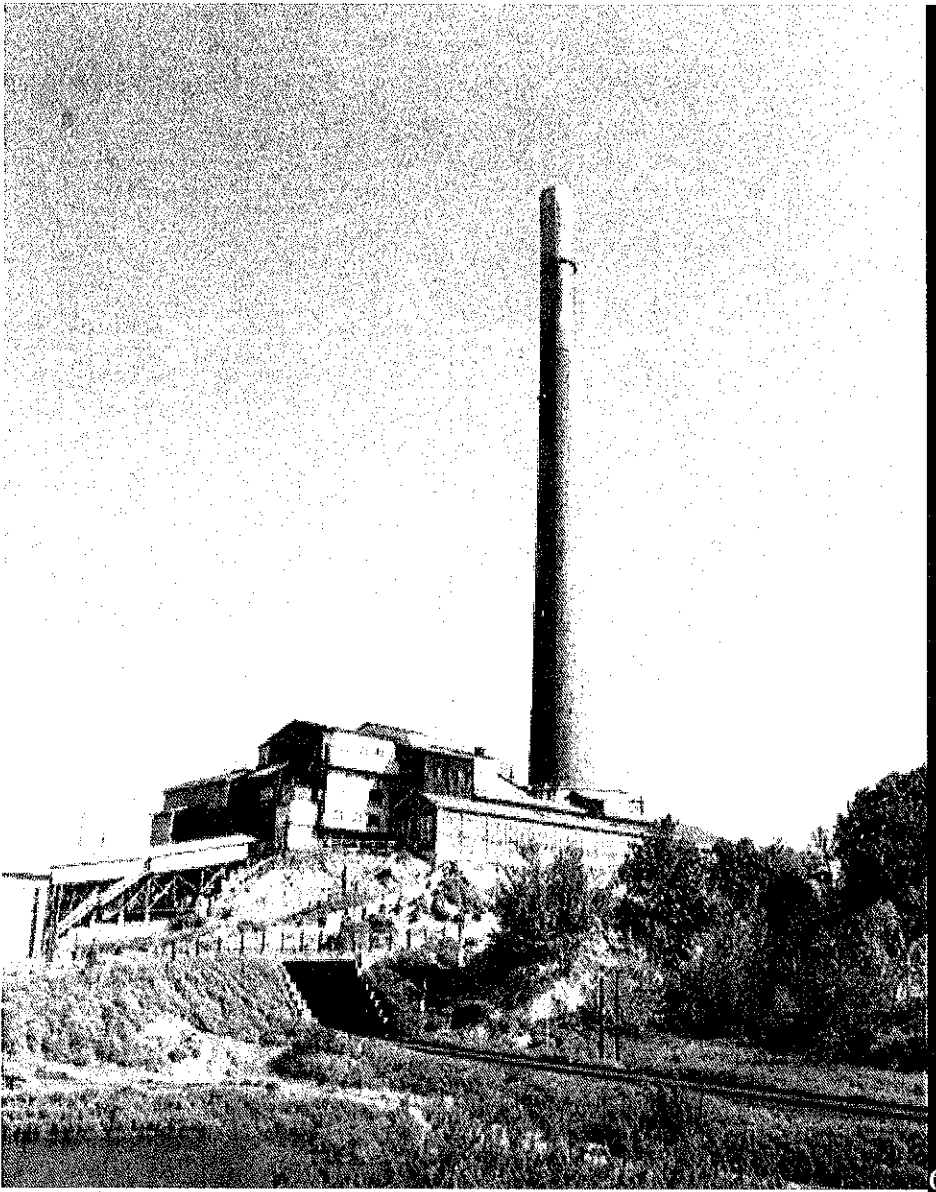


6 Ted Bundy — who confessed to murdering 30 women before being sentenced to death by electric chair in 1989 — moved to Tacoma with his mom when he was just 3. Bettmann Archive

Ground zero for this theory is Tacoma, a port city 30 miles southwest of Seattle.

It's been home to a staggering 53 industrial plants, including one run by the American Smelting and Refining Company.

Since the early 20th century, the putrid odor of sulfur, chlorine, lye and ammonia coming from these factories has been dubbed "the aroma of Tacoma."



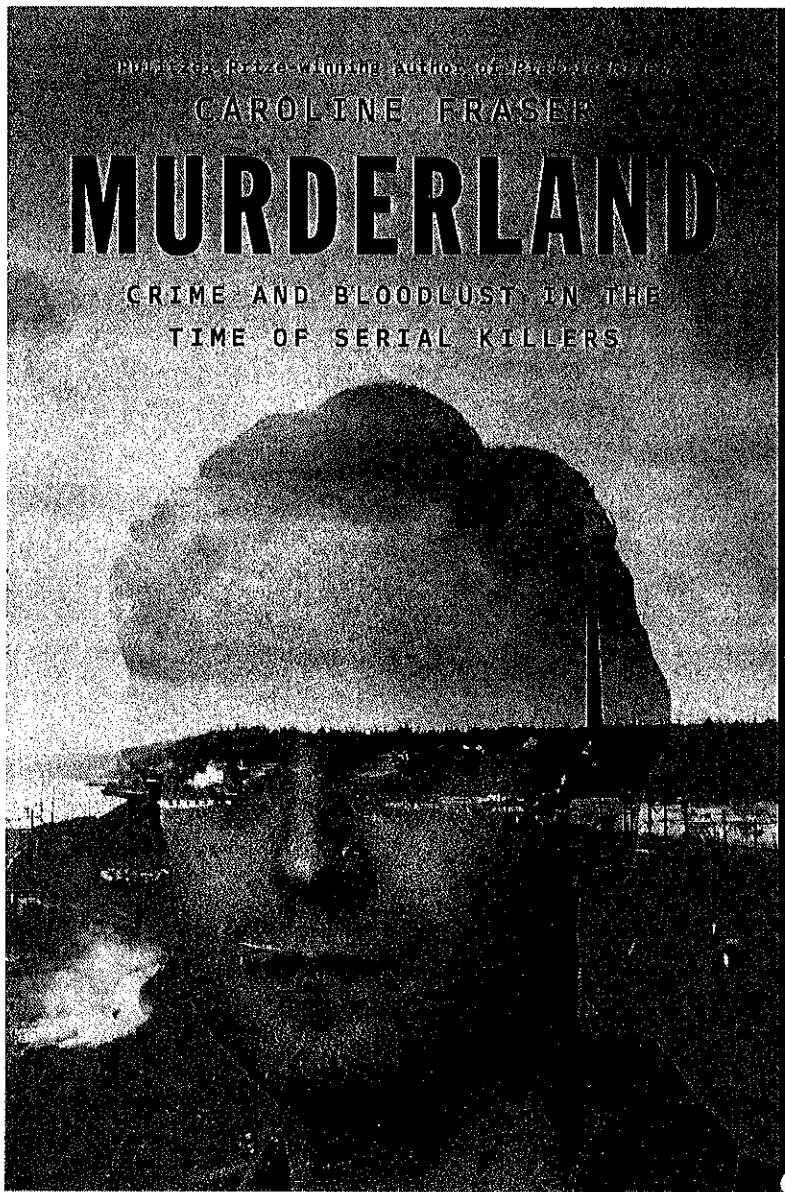
The now-shuttered ASARCO copper smelter in Tacoma, WA. Dept. of Ecology, State of Washington

It was also the home of Spillman, who moved there with his mother at age 7. Between 1976 and 1982, he lived 6 miles from ASARCO.

Gary Ridgway, also known as the Green River Killer was one of the most prolific serial killers in US history, strangling at least 49 prostitutes, runaways and teenage girls.

He grew up just a few miles from the Seattle-Tacoma International Airport, where in addition to pollution from the Tacoma smokestacks, he also ingested jet fuel fumes from airplanes still flying on leaded gas.

Ted Bundy — who confessed to murdering 30 women before being sentenced to death by electric chair in 1989 — moved to Tacoma with his mom when he was just 3, to a neighborhood where smokestacks “filled the air with redolent particulates.”



Book cover for “Murderland: Crime and Bloodlust in the Time of Serial Killers” by Caroline Fraser.

Charles Manson, soon-to-be leader of a murderous cult, spent five years behind bars on Tacoma’s McNeil Island during the early ’60s, where “virtually everything Manson eats and drinks comes out of the earth, where particulates from the Ruston plume have been drifting down to the ground since 1890,” writes Fraser. “He’ll live on McNeil Island longer than he’s lived in any place in his life.”

Even David Brame, a former police chief at Tacoma, became a killer, murdering his wife in front of his two young children, 8 and 5, and also allegedly raping a woman at gunpoint in 1988.

Studies have backed up Fraser’s theory, proving again and again that “childhood lead exposure is associated with aggression, psychopathy, and crime,” writes Fraser.

The connection between air quality and serial killing may have a longer history than we realize, writes Pulitzer Prize-winning author Caroline Fraser.

A 2001 study examined homicide rates and air lead levels in 3,111 counties across the US. Researchers found that “the incidence of homicide is nearly 4 percent higher in counties with high air lead concentration than in counties with no lead,” writes Fraser.

6 of 7

The connection between air quality and serial killing may have a longer history than we realize.

As Fraser points out, Jack the Ripper, who terrorized London in 1888, was breathing air contaminated by burning bituminous coal, which produced "prodigious amounts of soot, smoke, gas, and ash," writes Fraser.

What do you think? Post a comment.

The ASARCO smokestack was finally demolished in 1993, and many other smelters soon followed. "Their profitability slashed by falling prices and by EPA regulations," writes Fraser. But the damage is still lingering.

"Whatever's left in the environment is still there," writes Fraser. "It coats the medians and byways of every major interstate . . . It's in the bodies and bones and teeth of everyone who grew up with it."

Every once in a while, she writes, "it sets loose another Frankenstein's monster."

FILED UNDER

• POSTSCRIPT

• SERIAL KILLERS

• 6/21/25

Date: July 06, 2025

To: Mayor Anne McEnerny-Ogle and Vancouver City Council Members

From: Peter Bracchi, Vancouver, WA

Subject: Eight Years of Urban Blight, ADA Violations, and Environmental Failure at the Men's Share House

8 Years of Urban Blight, ADA Violations, PFAS Pollution, and City Failure at Men's Share House

Dear Mayor and City Council Members,

For eight years, the area around the Men's Share House has devolved into one of the most degraded, polluted, and dangerous corners of Vancouver - and you have allowed it. This site is not a model of compassion - it is a public health hazard, environmental disaster, and regulatory failure, all permitted by the City's unwillingness to act.

ADA Violations - Ongoing, Documented, and Unenforced:



Pedestrians, including wheelchair users, are routinely forced into the street by tents, garbage, and porta-potties blocking sidewalks. This violates the Americans with Disabilities Act (ADA) - and your failure to enforce sidewalk access is a daily denial of basic civil rights.

Stormwater and PFAS Pollution - Worsening an Existing City Crisis:

Untreated runoff full of trash, fecal matter, and potentially toxic chemicals from the Share House site enters city storm drains. Vancouver already faces a PFAS contamination problem and has received state loans to address it. Yet no action is being taken to stop one of the city's known pollution sources. This could violate EPA standards and stormwater permits.

The Dangerous Reality of Urban Homeless Encampments:

Living on the streets in dense urban areas - near infrastructure, businesses, and traffic - produces severe public health, safety, and environmental hazards. These include:

1. Sanitation Problems: Open defecation, overflowing garbage, rodent infestations. 2. Water Pollution: Storm drains contaminated with waste, worsening PFAS issues. 3. Public Health: Spread of infectious disease, air quality decline. 4. Crime & Safety: Assaults, fires, blocked emergency routes. 5. Environmental & Economic Damage: Urban blight, code violations, property devaluation.

City Responsibility and Moral Failure:

If this is acceptable policy, why not invite the next encampment to your neighborhoods? Let your own constituents live with blocked sidewalks, fire hazards, and environmental risk. You've abandoned this part of the city, and your failure has created a textbook case for urban redevelopment.

What Must Be Done:

1. Enforce ADA compliance and restore safe pedestrian access. 2. Launch immediate stormwater and PFAS inspections. 3. Maintain law enforcement and sanitation presence. 4. Audit PFAS cleanup funding and address conflict of interest. 5. Relocate or shut down the Men's Share House if compliance cannot be met.

Do your job. Or step aside for someone who will.

Sincerely, Peter Bracchi Vancouver, WA peterbracchi@aol.com

Photo evidence: <https://photos.app.goo.gl/mTaZHtwTCbzkrm8q7>





July 14, 2025

Workshops: 4:00-6:00 p.m.

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

The City Council Meeting was held on 7/14/2025 at 4:00 PM in the Vancouver City Hall, Council Chambers 415 West 6th Street, Vancouver, WA 98660.

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

View the CVTV video recording, including presentations and discussion, for workshops at: <https://www.cvtv.org/vid/link/38081?startStreamAt=0&stopStreamAt=7261>

Federal Update and Legislative Agenda

(Approximately 30 minutes)

Aaron Lande, Assistant City Manager, aaron.lande@cityofvancouver.us

Staff led Council through a discussion of the Federal Update and Legislative Agenda.

Councilmember Hansen was late to the workshop.

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

Staff led Council through a discussion of the Comprehensive Plan Update.

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

Staff led Council through a discussion of the Green Building Policy.

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

Regular Council Meeting

6:30 PM

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

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

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

https://www.cvtv.org/vid_link/38083?startStreamAt=0&stopStreamAt=6960

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

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

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

Absent: None

Special Presentations

2024 WSDOT / FHWA Excellence Director's Award

Mayor McEnerny-Ogle introduced Jay Drye, WSDOT Local Programs Director, and Rob Klug, WSDOT SW Region Local Programs Engineer, who presented the award to Ryan Lopossa, Public Works Transportation Division Manager, and the Public Works Transportation Department with the 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.

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

- *Carie Wright, Vancouver*
- *Jaynee Cavaness, Vancouver*
- *Carmen DeLeon, Vancouver*

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

Consent Agenda

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

Council pulled items 4, 8, 10 for discussion.

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to approve Items 1-3, 5-7, 9, 11, and 12 on the Consent Agenda.

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and Yes: 7, No: 0, Abstaining: 0, to approve Item 4 on the Consent Agenda.

Motion by Councilmember Fox, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve Item 8 on the Consent Agenda.

Motion by Councilmember Perez, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to approve Item 10 on the Consent Agenda.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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, Assistant City Manager, Cary Driskell, Assistant City Attorney, aaron.lande@cityofvancouver.us,
cary.driskell@cityofvancouver.us

Motion adopted Resolution M-4344 to approve the request.

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

Motion adopted Resolution M-4345 to approve the request.

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, Assistant City Manager, Cary Driskell, Assistant City Attorney, aaron.lande@cityofvancouver.us,
cary.driskell@cityofvancouver.us

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

Motion approved the request.

12. Approval of Claim Vouchers

Request: Approve claim vouchers for July 14, 2025.

Motion approved claim vouchers in the amount of \$8,394,945.81.

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, Assistant City Manager, Cary Driskell, Assistant City Attorney, aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

Aaron Lande, Program and Policy Development Manager, Cary Driskell, Assistant City Attorney, provided an overview of the Right-of-way Telecommunications Franchise Agreement for Flying Bull Internet LLC, d/b/a Novos Fiber and Prime Fiber.

Council discussed the item briefly with staff.

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

- Wynn Grcich, Vancouver
- Carmen DeLeon, Vancouver

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

Motion by Councilmember Hansen, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve Ordinance M-4507.

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

Patrick Quinton, Economic Development Director, Samantha Whitley, Housing Programs Manager, provided an overview of the Adoption of Rental Registration Program Code.

Council discussed the item briefly with staff.

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

- *Carmen DeLeon, Vancouver*
- *Benjamin Moody, Vancouver*
- *William Schneider, Renton, WA*
- *Constance Grecco, Vancouver*
- *Albert Schlottfeldt, Vancouver*
- *Duana Johnson, Vancouver*
- *Alondra Abrego-Viveros*
- *Monica Zazueta Tabor, Vancouver*

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

Motion by Councilmember Stober, seconded by Councilmember Perez, and Yes: 4, No: 3, Abstaining: 0, to approve Ordinance M-4508. Councilmembers Hansen, Fox and Harlelss voted No.

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

Samantha Whitley, Housing Programs Manager, provided an overview of the Multi-Family Tax Exemption Program Affordable Housing Fee In Lieu Payment Deferral.

Council discussed the item briefly with staff.

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

- *Carmen DeLeon, Vancouver*

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

Motion by Councilmember Fox, seconded by Councilmember Hansen, and Yes: 6, No: 1, Abstaining: 0, to approve Ordinance M-4509. Councilmember Stober voted No.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Adjournment

8:25 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: [Dollar, Sarah](#)
To: [Whitley, Samantha](#); [Dollar, Sarah](#)
Subject: FW: WMFHA Letter - Agenda Item #14
Date: Friday, July 11, 2025 8:33:38 AM
Attachments: [Outlook-dhkmzf10.png](#)
[WMFHA Letter Rental Registration Program.pdf](#)

7-14 testimony

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

From: William Schneider [REDACTED]
Sent: Wednesday, July 9, 2025 3:23 PM
To: City Council <council@cityofvancouver.us>
Cc: Carter Nelson <[REDACTED]>; Nick Marin <[REDACTED]>; Whitley, Samantha <samantha.whitley@cityofvancouver.us>
Subject: WMFHA Letter - Agenda Item #14

Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

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

Good Afternoon Mayor and Councilmembers,

Please find the attached letter on behalf of the Washington Multi-Family Housing Association regarding agenda item #14 for the upcoming July 14th meeting.

Thank you for your consideration,
William





Honorable Anne McEnerny-Ogle

City of Vancouver

July 9, 2025

Agenda Item #14 Rental Registration Program Code

Honorable Mayor and Members of the Vancouver City Council,

I am writing to you on behalf of the thousands of members represented by the Washington Multifamily Housing Association—property owners, managers, and suppliers who manage and maintain more than 350,000 rental homes across our state, including 16,000 units in Vancouver alone. WMFHA was glad to be involved in the workgroup as this proposal was discussed and developed, but we still have significant concerns about agenda Item #14: Rental Registration Code.

We greatly appreciate the commitment of this council to address the actions of bad actors whose conduct undermines the credibility of the multi-family housing industry. However, this legislation as written will have significant unintended consequences for our members. This program, when combined with the new 2025 state legislative changes and the existing regulatory environment, will create a burdensome and confusing operational environment that will be both costly and redundant. As our members work to absorb the associated costs from these new legislative changes, additional local fees will discourage new development and force providers to pass on increased costs onto renters.

The most prohibitive aspect of this bill is the \$30 per door yearly fee. This rate punishes developers for building the larger communities that our state so desperately needs to meet the growing housing needs of our state. Vancouver's comprehensive plan calls for an additional 38,000 housing units by 2045 to absorb its expected growth. Now is the time to streamline the permitting and licensing around multi-family housing, not introduce new barriers and delays. We urge the council to reevaluate this fee and consider the following amendments:

- Changing its frequency from yearly to biennially.
- Implementing a property-based fee that more equitably spreads the cost of the program among owners.
- Creating a tiered cost that tapers off the cost per door to prevent larger developments from accruing exorbitant licensing fees.



Despite the relief these changes would provide, we strongly recommend delaying implementation until the full impact of recent state legislation is better understood. We fully acknowledge the formidable challenges in reaching consensus on this issue, but it is imperative to recognize the thousands of residents in Vancouver who rely on apartment communities that will become more expensive if this ordinance passes as written.

Sincerely,

William Schneider
Public Affairs Manager
Washington Multi-Family Housing Association

From: [Dollar, Sarah](#)
To: [Dollar, Sarah](#)
Cc: [Whitley, Samantha](#)
Subject: FW: Submission: Contact City Council
Date: Wednesday, June 25, 2025 12:56:14 PM

7/14 testimony

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

From: City of Vancouver, WA <noreply@cityofvancouver.us>
Sent: Monday, June 23, 2025 4:24 PM
To: City Council <council@cityofvancouver.us>
Subject: Submission: Contact City Council

Contact the City Council

Name
Kassandra Taggart
Email
[REDACTED]
Phone
[REDACTED]
Address
[REDACTED] Vancouver 98662 United States Map It
Subject
Share an Opinion of a City project or Initiative
Choose Recipient
All the Council
Message

City's proposed Rental Registration Program - Rental properties are typically managed by employees, property managers, or DIY landlords, who may own or oversee multiple properties, either for themselves or on behalf of clients. To streamline the process for all parties and enhance user experience, it is essential to create a unified portal where the user can access and oversee all their properties owned or managed w/ one login, rather than requiring separate logins for each individual property. This approach not only simplifies the process but also encourages faster and more accurate info.

From: [City Council](#)
To: [Dollar, Sarah](#)
Subject: FW: Submission: Contact City Council
Date: Monday, June 30, 2025 5:29:47 PM

7-14 testimony

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

From: City of Vancouver, WA <noreply@cityofvancouver.us>
Sent: Sunday, June 29, 2025 1:54 PM
To: City Council <council@cityofvancouver.us>
Subject: Submission: Contact City Council

Contact the City Council

Name
Rosalie Oekerman
Email
[REDACTED]
Phone
[REDACTED]
Address
[REDACTED] VANCOUVER, WA 98685 United States Map It
Subject
Share an Opinion of a City project or Initiative
Choose Recipient
All the Council
Message

The city's proposed rental registration program is just one more way that Washington state has not supported the small mom & pop landlords in our city. Being a landlord in Washington state is difficult enough with the ever-changing laws, policies and mandates. Now with this new proposal, it is just one more hoop we will need to jump through. One more fee we must pay. Most small landlords haven't fully recovered from all the bans and mandates from the covid restriction period and now there will be more? You are going to lose more and more rental units as landlord are forced to sell.

From: [Annette Jackson](#)
To: [City Council](#)
Subject: Rental Registration Program
Date: Friday, July 11, 2025 8:33:03 PM

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This plan does nothing to increase transparency and EVERYTHING to make apartment living for families and single people demeaning and harassing. Landlords will make costly applications for apartments to cover the \$30 cost - the tenants will be the one who pay it.

As for mandatory inspections - ask anyone living in HUD housing how they feel about someone inspecting their home - whether landlord or city personnel or independent contractor. If you want to inspect a unit - inspect it between tenants when the place is empty. Repairs can be made and the tenant starts with a fresh apartment. The tenant then has the responsibility to inform the landlord of repairs and damage. you can make a flyer, questionnaire or department to deal with landlords who are slumlords. Most landlords want to keep their property rent-able. **There is NO reason for anyone - not invited - to go into someones home.**

Just think if your bank inspected your home because you still pay a mortgage and the place really belongs to the them. I don't think you would appreciate it.

You have NOT thought this through and definitely not on a human level. You need to rethink the goals you are trying to achieve.

Annette Jackson

From: [Atul Mathur](#)
To: [City Council](#)
Subject: Public Comment: Rezoning Survey from Village at Fisher's Landing – July 14 City Council Meeting
Date: Monday, July 14, 2025 9:06:07 AM
Attachments: [VFLNA Public Testimony Survey Summary May27.pdf](#)

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Dear Councilmembers of the Vancouver City Council,

On behalf of the Village at Fisher's Landing Neighborhood Association, I am submitting this summary of resident survey responses as public comment for today's meeting specifically for workshop on comprehensive planning and rezoning.

Using offline methods such as street signs, word of mouth, and one community-wide email, we received over 80 verified responses from residents between April 26 and May 26, 2025. This high response rate reflects strong local engagement and concern. Since then, more than 20 additional responses have echoed the same message: residents overwhelmingly wish to preserve the Village's character, walkability, and quiet residential feel.

We respectfully ask that this summary be included in today's public record. We would be glad to provide additional context or answer any questions.

Sincerely,

Atul Mathur
President
Village at Fisher's Landing Neighborhood Association

vflna.com

Address:

[REDACTED], Vancouver, WA 98683

Phone: [REDACTED]

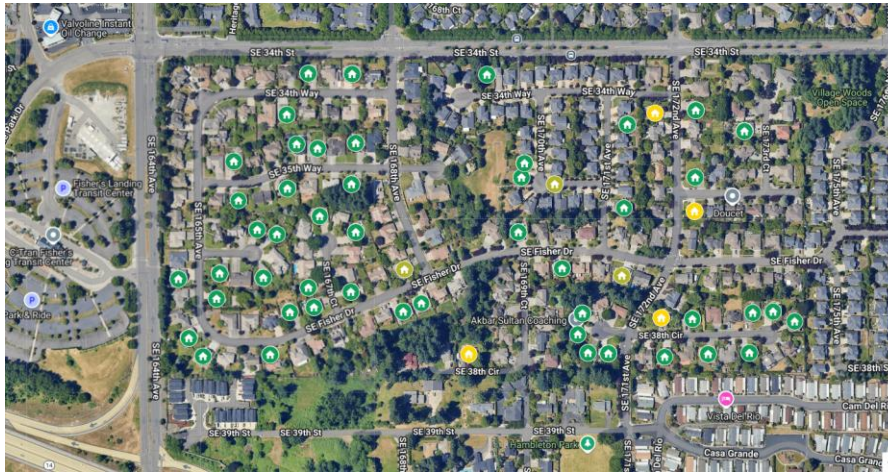


The Village at Fisher's Landing

Neighborhood Association

VFLNA Community Survey results

Rezoning under Vancouver 2045 plan?

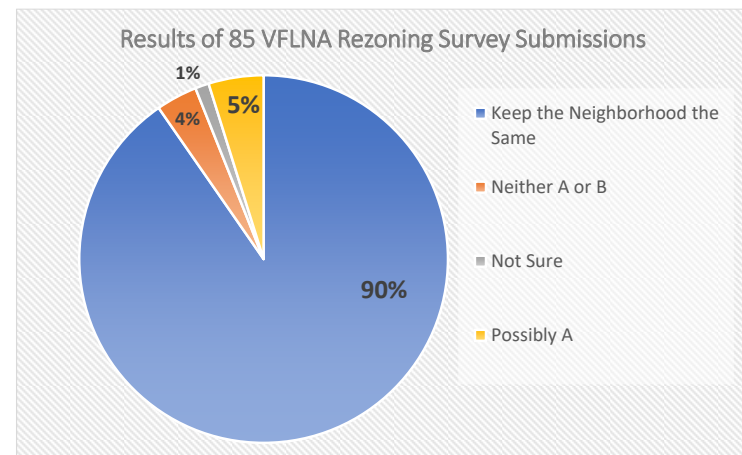


80
responses

Each green icon indicates a verified survey submission from a neighborhood resident.

“Keep our neighborhood as it is now”

90% of respondents agree



Resident's Concerns

- Reduced privacy and property value
- Increased traffic or congestion
- Loss of neighborhood character
- Displacement of long-term residents
- Environmental impact

Top Concern:

“Loss of neighborhood character”



The Village at Fisher's Landing

Neighborhood Association

VFLNA Community Survey results

Summary

The above is the results of resident survey conducted by the Village at Fisher's Landing Neighborhood Association (VFLNA) in April–May 2025. The purpose of this survey was to understand community awareness, preferences, and concerns related to the City of Vancouver's proposed rezoning plans under the Vancouver 2045 Comprehensive Plan.

These findings are submitted in light of the proposed zoning changes under the plan — particularly options that would upzone perimeter or all lots in The Village.

The Village at Fisher's Landing Neighborhood Association urges the City to consider this survey evidence as part of the broader community testimony. There is clear resident alignment around **preserving the current zoning**, addressing infrastructure and livability impacts, and ensuring that any growth plans reflect the lived reality of the people who call this neighborhood home.

The Village at Fisher's Landing Neighborhood Association

As one of the oldest neighborhood associations in Vancouver, The Village at Fishers Landing Neighborhood Association (VFLNA), is a non-profit IRS 501(c)(4) organization. Established in 1993 as a voluntary organization to promote the welfare of our neighborhood, our goal remains the same: to help the neighborhood by representing our interests at the city and state levels with volunteers on matters that impact our residents.

Our neighborhood has six phases bordering SE 164th Ave and SE 34th street, and consisting of 242 single family homes/households. It was the original single family housing development built to support the growing housing needs of the Columbia Tech. Center and Hewlett-Packard Campus. The VFLNA has a long history of supporting quality of life, neighborhood safety and community development initiatives in East Vancouver.

For more information, please see vflna.com

Enclosed:

- Survey questions
- Unedited answers to: "What should VFLNA advocate for?"

*Names and identifiable information have been removed to protect privacy of residents.
Available upon request (after permission from individuals)*



The Village at Fisher's Landing

Neighborhood Association

Village at Fishers Landing Rezoning Feedback Survey

* Indicates required field

1. How familiar are you with the city's proposed rezoning plans? *

- ☐ Very familiar
- ☐ Somewhat familiar
- ☐ Just learning about it
- ☐ Not familiar at all

2. Which scenario do you support for the Village and Hamlet neighborhoods? *

Possibility A - Rezoning perimeter corridors only (164th / 165th)

Possibility B - Rezoning the entire neighborhood to medium-density for the Village & Hamlet

- ☐ Keep our neighborhood as it is now
- ☐ Neither
- ☐ Not sure yet

3. What are your biggest concerns within the Village? Select top 3 *

- ☐ Increased traffic or congestion
- ☐ Loss of neighborhood character
- ☐ Infrastructure capacity (sewer, water, etc.)
- ☐ Reduced privacy and property value
- ☐ Displacement of long-term residents
- ☐ Environmental impact (trees, green space)

4. What opportunities do you see within the Village, if any? Choose which apply. *

- ☐ More housing for seniors and young families
- ☐ Potential for local shops and services
- ☐ Improved infrastructure investments
- ☐ Diversity in housing and community
- ☐ Keep our neighborhood single family housing

5. What types of housing would you support within some parts of the Village? Choose which apply. *

- ☐ Accessory Dwellings (ADUs)
- ☐ Duplexes or triplexes
- ☐ Small-scale assisted living
- ☐ 3-story apartments or townhouses
- ☐ None of the above

6. Would you like to be involved? *

- ☐ Yes - add me to your email list
- ☐ Maybe - send me info about upcoming meetings
- ☐ Join VFLNA rezoning response team
- ☐ No thanks

7. What should VFLNA advocate for?



The Village at Fisher's Landing

Neighborhood Association

Unedited answers to: "What should VFLNA advocate for?"

Keep neighborhood as single family dwellings. There are fewer and fewer neighborhoods like ours, already they will not allow lots as large as ours in new developments. We need homes like ours close in to the highway.

No changes. Keep our neighborhood single family housing.

Keeping a neighborhood and community as is should be respected. Decades of dedicated homeowners and HMOs have created and worked hard on these homes to build a wonderful, beautiful neighborhood. Why should a desirable thing be destroyed? Disrupting this will cause distress and negatively impact the mental health to those who live here and have supported the community. More of this type of neighborhoods should be encouraged. This area was never promoted as higher density. Unoccupied land should be sought for the state's purposes of meeting a quota.

Thank you for your time & effort on this important issue.

VFLNA should advocate for minimal disruption for existing land owners. Allow creative flexibility in new development without infringing on established neighborhoods. VFLN larger lots could offer homeowners the option for adu's on their property, providing housing with minimal impact on neighbors or property values in the vicinity. It would be inappropriate for the City to change anything within our long-established neighborhood to medium-density zoning, after our home purchases were made in good-faith, in a clearly defined family neighborhood.

Protection of all our hard work that allows us to enjoy our beautiful neighborhood. We pay a reasonably high property tax and that should not open our neighborhood to a loss of quality of life. It's time that people who have played by the rules stop being treated like our rights take second place, so that others can be catered to.

What is wrong with the status quo? There are open areas in the city that could be available for rezoning. Discretion prevents me from venting on this boneheaded plan.

I like knowing my neighbors. High-density housing has increased turnover. I would like my children to be able to play outside with less fear of strangers and a stable friend group.

I don't want the look and feel of the neighborhood to change. I don't want it to be too busy or loud. I do not want the zoning to change.

The area is already established as single-family dwellings. Inserting high-density dwellings into the area will decrease privacy. I am also concerned that crime will increase because of a more transient population. I do not think the zoning should be changed



The Village at Fisher's Landing

Neighborhood Association

I purchased a home in this area because I like the neighborhood created by single-family housing. I do not want the zoning to change. If I wanted to live near shops or high-density housing, I would have purchased property in a different area.

no rezoning. keep it as this.

No changes to current zoning.

Keep the neighborhood single family housing

Keeping our neighborhood as it is now. Especially areas that are already built out to single family homes

Keep the neighborhood as is

I'd like to see our immediate neighborhood staying the same - single family homes. I don't mind the idea of ADU options for a mother-in-law set up, but within reasonable limits. From first glance it seems they'd just be expanding to what we're already seeing around the area surrounding us? We already have apartments, townhomes and condos just outside of our parameter. As for the space West of 164th, if development is inevitable it would be nice to have some local shops/restaurants that we could easily walk to. I would not like to see option B where it looks like city high-rises. I'm also unclear about some of the questions regarding changes to our already established neighborhood in the survey. Such as: What types of housing would you support within some parts of the Village? Choose which apply. * I don't mind the local shop option if it's outside of what is already built, we wouldn't be replacing homes with shops, correct? I don't consider West of 164th to be our neighborhood, so my answers would change based on that. How would they make changes to the houses that back up to 164th? That is what is unclear to me.

No rezoning or option A.

Minimal change to current neighborhoods east of I-205 and South of Mill Plain

No rezoning of our neighborhood. We purchased our house for the neighborhood. If it is rezoned, we will probably move.

I would be most concerned with property values and an ok with increasing density (modestly), if it improves the quality of life for residents (i.e. walkable shops and more of a destination on 164th could be a positive). Also making East Vancouver more of a destination for shopping and social gatherings could be a positive.

Keeping the neighborhood just as it is



The Village at Fisher's Landing

Neighborhood Association

The Village is one of the area's most desirable neighborhoods. We purchased here for the look & feel of the neighborhood and schools, as well as access to Hwy 14. There are plenty of other areas within the city that could possibly be rezoned to meet the city's goals. They should not be allowed to bulldoze such an established neighborhood to create high density housing. Find another location City leaders!

This is a tremendous change for those of us who have lived in this neighborhood for a very long time, and bought into this neighborhood because of its historical character. This proposal represents a monumental change to that character. This represents an opportunity to drive the population density through the roof, along with additional traffic congestion and the inevitable crime that comes along with that. I think VFLNA needs to really be careful regarding rezoning proposals. Particularly those that are large scale proposals. It would make much better sense if there are to be changes that they be made small and piece meal so that we can assess the impact of these changes.

Maintaining the Village as it currently is

Maintain single-family homes. Possibility of small-scale assisted living -- however, as is currently stated in the City of Vancouver zoning laws, "small scale assisted living" would need zoning regulations that would also allow other "big building" living.

Keeping the village the way it is, that's why we moved here

The Village is a safe neighborhood to walk, run, bike and dog walk. Kids can walk to Fisher's Landing Elementary if they want to. We have moderate traffic and plenty of parking, with great access to public transportation if you need it. That's why we chose to live here 25 years ago. There are plenty of commercial properties (with a lot of vacancies) available all around us. I don't understand why anyone would make a huge infrastructure investment, just to replace a few homes on 165th with mixed use properties. I suspect there is a bigger commercial plan and the Village is in the way. I would oppose commercial use and high rise development.

Keep the neighborhood the same!

The neighborhood is beautiful as it is and changing to medium / high density housing will not provide a benefit. Both in character and in long term growth. There is open land nearby that can be used for development such as the VIC. As sad as it would be to see that green space removed, exhausting available land prior to strip mining an established thriving neighborhood is the only acceptable solution. Do not rezone Village at Fishers Landing.

We moved here because our older neighborhood in Portland was being over run by duplexes and townhouses on what were single family lots. The increased traffic and congestion was unbearable. Property values sky-rocketed and seniors could not afford the property taxes.

Keeping the Village as it is



The Village at Fisher's Landing

Neighborhood Association

open to other possibility but without compromising current neighborhood characteristics, safety and privacy

Preserve: 1. Neighborhood is very walkable with several options for visiting parks. Sidewalks are nicely maintained and ADA accessible. 2. Lovely flowering trees and beautiful area with rabbits, squirrels, hawks, birds, owls, herons. 3. Beautiful spot amongst very busy roads surrounding perimeter Request: 1. Evaluate traffic volume on SE 172nd Ave to determine how best to handle near constant traffic during day. 2. Determine if speed bumps are adequate to slow traffic.

Leave us alone. What's "needed " here anyway. How will it make things better for anybody?

Keeping the neighborhood the way it is now.

LOCATION LOCATION LOCATION! The most valued benefit of living in a single family home community (why I chose this location almost 30 years ago to make my home) was to secure a sense of peace and safety. Location, location, location, right? Now...That all goes away when the city is deciding to invade my neighborhood and make it a mixed commercial enterprise. This is the most inconsiderate act any city administrator can do. Shame! Why take a desirable and well kept home community like VFLNA (my home, my peace) and destroy it! Why? There will be no where to escape the endless line of noise, cars and strangers circling my home. My property value, and the value of every home on my block, will plummet! If I wanted to live in a mixed commercial zone I would have done so a long time ago. Needless to say, I highly disapprove of the city's plans to invade/destroy my neighborhood, and I recommend those city planners who came up with this idea have their heads (and conscience) examined. Thank You!

Keeping the integrity of our neighborhood as is. We specifically purchased in an established neighborhood to not only get a larger lot, but the feel of community and privacy in our own space. We currently pay a premium to live where we do in the form of property tax. We don't need higher density in THIS neighborhood because it's happening all around us. This is NOT going to make homes more affordable it's only going to create money making opportunities for those that want to grab land. 34th avenue should also be put back to 2 lanes in each direction. This was a horrible experiment that has created congestion and frustration amongst the citizens. Individuals who ride the bus will still have the opportunity to do so while allowing the masses to move freely to/from their jobs and homes. If higher density is permitted, this situation will only worsen and create an even bigger mess. No to higher density in THIS neighborhood across the board. If higher density is needed/wanted do it in undeveloped land, not existing neighborhoods where people have purposely bought. I used to live in a neighborhood in Seattle (Ballard) where they did this and not only did it DESTROY the neighborhood, it created chaos. Parking was non-existent, the neighbors were no longer neighborly and the prices sky rocketed. If higher density advocates think this will bring prices into affordable ranges for more people, they are wrong on many different aspects. The other thing that it brought was more crime, vagrancy and a disconnect of the entire neighborhood. If you want to destroy Clark County and become another Seattle, this is the best way to do it.



The Village at Fisher's Landing

Neighborhood Association

1. Maintaining single family residences without adding more structures or homes or ADU's. We pay a premium price and property tax for the homes in this neighborhood because we want the space and the privacy and the convenience of the location. We do not want the density of a big city. In the city we see single family homes being torn down and four townhomes being put in their place. There are no parking accommodations for these types of units Traffic congestion only gets worse in that scenario. In some instances crime does become a problem. We enjoy the quiet streets and the ability to walk on them, let the kids play safely on them and ride bikes on them, etc.

2. Return SE 34th Street to two vehicle lanes eastbound and two lanes westbound between SE 164th and SE 192nd. People do not want to have to rely on a bus system. Whether it's for running errands or commuting to and from work, the bus is not a viable or practical option.

Keep the 'quiet enjoyment' afforded Vancouver citizens under state private property laws. There is no case to turn my street into commercial development under eminent domain. I would be unfairly injured by the city financially by mixing residential and commercial uses in the short and long terms, taking away what I built for retirement. How about we turn the Mayor's and council members streets into a commercial development. If they go first, we will agree.

No changes

Keeping the neighborhood single family housing

Note: VFLNA submitted preliminary results of this survey during the planning commission meeting on May 13th, 2025.

Maruhn, Tawny

From: PETER BRACCHI [REDACTED]
Sent: Sunday, July 13, 2025 12:59 PM
To: City Council
Subject: Council meeting July 14 - 2017 Plan for 8 years Non ADA compliant Urban Blight for Mens ShareHouse Neighborhood
Attachments: WhySH.pdf

Follow Up Flag: Follow up
Flag Status: Completed

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Vancouver City Council meeting July 14 - 2017 Plan for 8 years urban Blight for Mens ShareHouse Neighborhood



<https://photos.app.goo.gl/mTaZHtwTCbzkrm8q7>

The following facts reflect a sustained failure of governance, environmental responsibility, and compliance with federal and local law:

No ADA clearance or sidewalk access has been maintained for years.

The City has not filed a Right of Way Use Permit, Street Use Permit, or Traffic Control Plan, as required by city code.

The City itself has placed two outhouses and a dumpster in the street, without cones, signage, or detour plans.

No sanitation infrastructure or public health protections exist for the encamped or surrounding residents.

In order to understand HOW long this has gone on lets GO BACK to 2017

Share Homeless Encampment: DRAFT

February 7, 2017

DRAFT Tolerance Thresholds for Encampment

Premise: City would allow a limited encampment if the following standards are observed:

- Tents may be placed in public right-of-way, including streets, and along the west side of the city.
- No hardening of campsites (e.g. with concrete or asphalt).
- No tents or possessions shall be placed in the street.
- No disposal of human waste/needles.
- No open fires.
- No collection of materials (e.g. bike parts, tools, etc.).
- No obstruction of sidewalks during the day.
- No camping in vehicles, campers, or trailers.

This is the 2017 Plan responsible for 8 years urban Blight for Mens ShareHouse Neighborhood that has contributed to the following.

Living on the streets in urban environments, especially in areas with high foot traffic, commercial activity, and infrastructure like buses, police, and fire services, can create a number of serious dangers and environmental pollution problems. These issues arise from both the lack of basic services (such as plumbing and sanitation) and the challenges posed by living in close proximity to busy urban systems. Here are some key dangers and pollution concerns:

1. Sanitation and Waste Management Problems

- * **Health Risks from Lack of Toilets:** Without access to proper sanitation facilities, individuals living on the street may resort to public spaces, such as sidewalks or alleys, for urination and defecation. This creates serious health risks, including the spread of diseases such as hepatitis, cholera, and gastrointestinal infections. Fecal contamination of public spaces can lead to outbreaks of infectious diseases.
- * **Waste Accumulation:** People living on the streets often lack the means to dispose of trash and personal waste, leading to litter and garbage accumulating in public spaces. This not only creates an unsightly environment but also attracts pests, including rodents and insects, which further contribute to the spread of disease.

2. Water Pollution and Stormwater Issues

- * **Contaminated Runoff:** In urban areas, stormwater runoff often collects pollutants from various sources, including litter, oil, chemicals, and human waste. When people are living on the streets, their discarded waste (such as plastic, trash, and waste from makeshift shelters) can block stormwater drains, exacerbating flooding and causing contamination of nearby water bodies, streams, or rivers.
- * **Water Quality Concerns:** Improper disposal of human waste can contribute to the contamination of both surface water and groundwater sources. This can affect not only the urban environment but also the broader ecosystem and public water supplies, potentially harming aquatic life and posing a risk to public health.

3. Public Health and Safety Concerns

- * **Spread of Disease:** In addition to gastrointestinal diseases, the crowded, unsanitary conditions in which people live can foster the spread of other diseases like tuberculosis, respiratory infections, and even more severe conditions like scabies and lice. The lack of regular access to healthcare exacerbates these risks.
- * **Air Quality and Respiratory Issues:** Living near busy streets with high levels of commercial, residential, and transit traffic creates air quality problems. Exhaust from buses, cars, trucks, and other vehicles releases particulate matter and pollutants such as carbon monoxide and nitrogen oxides, which can lead to respiratory problems, particularly for people with compromised immune systems.

4. Safety and Crime Risks

- * **Exposure to Violence:** People living on the streets are highly vulnerable to violence and exploitation, including assaults, thefts, and other forms of crime. The urban environment, especially in commercial areas, may not be designed to ensure the safety of people living on the streets.
- * **Accidents and Injury:** The presence of busy traffic, especially without proper pedestrian infrastructure, increases the risk of accidents and injuries, whether from cars, buses, or tripping hazards on sidewalks. Lack of proper shelter also exposes people to the elements, leading to injuries from extreme weather.

5. Environmental Degradation and Aesthetic Issues

- * **Urban Blight:** The presence of people living on the streets and the associated litter, waste, and makeshift structures can contribute to the degradation of urban aesthetics. Over time, this can lead to a perception of blight and negatively impact local businesses and property values.
- * **Land Degradation:** Improper use of public spaces (such as parks, sidewalks, and vacant lots) can lead to physical damage, such as soil erosion or degradation of green spaces, as people may set up temporary shelters or campfires.

6. Psychosocial and Mental Health Issues

- * **Mental Health Deterioration:** Living on the streets often involves trauma, isolation, and exposure to violence, which can worsen mental health conditions like depression, anxiety, and post-traumatic stress disorder (PTSD). The lack of access to services or support systems further exacerbates this problem, creating a vicious cycle.
- * **Substance Abuse:** People living on the streets may also struggle with substance abuse, which compounds the social and environmental challenges of homelessness. The presence of drug paraphernalia or alcohol consumption in public spaces creates additional hazards for both individuals living on the streets and the broader community.

7. Traffic and Pedestrian Conflicts

- * **Pedestrian and Vehicle Conflicts:** Homeless individuals living on sidewalks or near busy roads create conflicts between pedestrians, cyclists, and vehicles. This can lead to accidents or delays in traffic, and increases the danger to people who are already vulnerable.
- * **Impediments to Emergency Services:** Makeshift shelters and street encampments can obstruct access to emergency vehicles, police, or fire services. In situations of emergency, this can delay response times or hinder the ability to provide help, further exacerbating the danger.

8. Increased Burden on Municipal Services

- * **Emergency Services Strain:** The presence of people living on the streets increases the demand for emergency services, such as police, fire, and healthcare. Local governments may be overwhelmed with managing the additional strain on public services, resources, and shelters, which could reduce overall service quality for all residents.

9. Impacts on Local Businesses and Economy

- * **Economic Strain:** Businesses located near areas where people are living on the streets may experience financial strain due to reduced customer traffic, vandalism, theft, and overall community perception. This can negatively impact the local economy and further contribute to urban decay.
- * **Loss of Productivity:** If people do not have access to proper sanitation or shelter, they may struggle to participate in the formal workforce, leading to a cycle of poverty and unemployment that perpetuates the issues on both a personal and societal level.

Peter Bracchi
Vancouver WA

From: [Wynn Grcich](#)
To: [City Council](#); [Reform Clark County - Rob Anderson](#); Victoraleeferrer@gmail.com; [Rebecca Messinger](#); [Justin Forsman](#); [Cemal Richards](#)
Subject: Watch "2025. It's starting, Bill Gates announces the next pandemic date and outbreak location | Redacted" on YouTube
Date: Tuesday, July 8, 2025 10:00:12 PM

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https://youtu.be/Qk9Nd4uhJQg?si=souGV5Uqi6w_SDCL. PLEASE SEND TO COUNCIL MEMBERS AND MELNICK. PUT ON PUBLIC RECORD AND CONFIRM THAT YOU DID. THANKS FROM WYNN

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Cc: [Victoraleeferrer@gmail.com](#); [Reform Clark County - Rob Anderson](#); [Calvin CLARK](#); [Cemal Richards](#); [Vern Jeremica](#); [Justin Forsman](#)
Subject: Round up
Date: Monday, July 7, 2025 10:37:38 PM

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A New Formula of Roundup has hit the shelves and it's 45x more toxic and made from a chemical BANNED in the EU

“They made it considerably more toxic”

“This is the new formulation of Roundup. It has an active ingredient that is not glyphosate. It is diquat. Diquat is banned in the EU and it is 200 times more chronically toxic than the glyphosate version.

Bayer had the opportunity to make this a whole lot better. They didn't. They made it considerably more toxic, 45x more toxic in overall formulations that have been launched since getting rid of glyphosate.

So when you're in your garden, be sure you're not using things like Roundup and keep yourself safe.”

Subscribe: Edward Snowden Private. Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Reform Clark County - Rob Anderson](#); Victoraleeferrer@gmail.com; [Ken Vance](#); [Cemal Richards](#); [Rebecca Messinger](#); [City Council](#)
Subject: Covid black box lable
Date: Monday, July 7, 2025 7:36:56 PM

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https://open.substack.com/pub/petermcculloughmd/p/pfizer-and-moderna-mrna-covid-19?utm_source=share&utm_medium=android&r=fhnm3. Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch "Is Your Toothpaste on This Contaminated List? | Mercola Cellular Wisdom" on YouTube
Date: Monday, July 7, 2025 9:53:10 PM

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https://youtu.be/Yb_dDaYrJx4?si=Po99juROAPrkObdn. Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Reform Clark County - Rob Anderson](#); [City Council](#); Victoraleeferrer@gmail.com; [Ken Vance](#); [Justin Forsman](#); [Rebecca Messinger](#)
Subject: Cause of death , vaccines
Date: Monday, July 7, 2025 10:52:58 PM

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<https://www.instagram.com/reel/DLZ-6-HN1ar/?igsh=cGxvcmpmdzFkNm05>. please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Fwd: COVID-19 Vaccines and Neuropsychiatric Risks: Study Insights
Date: Monday, July 7, 2025 7:09:48 PM

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Thanks from Wynn

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From: Behind the FDA Curtain: War Room/DailyClout Pfizer Reports

<[REDACTED]>

Date: Mon, Jul 7, 2025, 8:38 AM

Subject: COVID-19 Vaccines and Neuropsychiatric Risks: Study Insights

To: <[REDACTED]>

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COVID-19 Vaccines and Neuropsychiatric Risks: Study Insights

A new peer-reviewed study shows significant safety signals for neuropsychiatric events post-mRNA COVID vaccination.

NAOMI WOLF AND AMY KELLY

JUL 7



READ IN APP



The potential link between COVID-19 vaccination and neuropsychiatric conditions has sparked significant interest in recent medical research. A peer-reviewed study, "[View of Association Between COVID-19 Vaccination and Neuropsychiatric Conditions](#)," published in the *International Journal of Innovative Research in Medical Science* investigates this connection, offering insights into post-mRNA

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What the Study Examined

The study, conducted by a team of researchers including Thorp, Rogers, Cosgrove, Hatfill, Breggin, Pinsky, and McCullough, aimed to explore whether COVID-19 vaccination and neuropsychiatric conditions are associated. Using data from the Centers for Disease Control and Prevention (CDC) and the Food and Drug Administration's (FDA) Vaccine Adverse Event Reporting System (VAERS), as well as the the CDC and FDA's statistical methodology for detecting safety signals, the researchers analyzed reports of adverse events (AEs) related to neuropsychiatric issues following COVID-19 vaccination. The study compared these events to those reported after influenza vaccinations and all other vaccines over a specific timeframe.

The data spanned from January 1, 1990, to December 27, 2024, covering 420 months for all vaccines and 48 months for COVID-19 vaccines, which have only been available since late 2020. The researchers used a statistical measure called the **Proportional Reporting Ratio (PRR)** to identify potential safety concerns. According to CDC/FDA guidelines, a PRR of 2 or higher indicates a possible safety signal, meaning the adverse event occurs at a rate that warrants further investigation.

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Key Findings

The study identified 86 serious neuropsychiatric safety signals associated with COVID-19 vaccines when compared to influenza vaccines. These signals suggest a higher likelihood of certain neuropsychiatric conditions following COVID-19 vaccination. Below are the most significant findings:

- **Psychosis:** The study found that psychosis was *440 times more likely to be reported after COVID-19 vaccination* compared to influenza vaccination. This is a striking figure, indicating a significant safety signal.

- **Other Neuropsychiatric Conditions:** The study identified *safety signals for conditions such as anxiety, depression, and cognitive impairment*, though specific PRR values for these conditions were not detailed in the summary.
- **Comparison to Other Vaccines:** When compared to all other vaccines, COVID-19 vaccines also showed elevated PRRs for neuropsychiatric adverse events.
- **Statistical Significance:** The safety signals were calculated with 95% confidence intervals and p-values, ensuring the findings met rigorous statistical standards. A $PRR \geq 2$, as defined by the CDC/FDA, was consistently observed for the identified neuropsychiatric conditions.

These findings suggest that COVID-19 vaccination and neuropsychiatric conditions have a stronger association than previously disclosed.

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Why This Matters

The study contributes to the ongoing conversation about vaccine safety, particularly for mRNA COVID-19 vaccines, which were **developed and rolled out very rapidly**. Understanding the potential risks is crucial for informed consent. The identification of 86 neuropsychiatric safety signals underscores the importance of actively monitoring vaccine side effects, especially for conditions that can significantly impact quality of life.

For individuals considering vaccination or concerned about side effects, this study suggests discussing known mRNA COVID-19 vaccination risks with healthcare providers. It also highlights the value of systems like VAERS in detecting potential issues early, allowing researchers to investigate further.

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Limitations of the Study

The study has some limitations that readers should keep in mind:

- **VAERS Data:** As a passive reporting system, VAERS cannot confirm causation, and reports may include incomplete or inaccurate information.
- **Timeframe Differences:** The 48-month availability of COVID-19 vaccines compared to 420 months for other vaccines may skew comparisons.
- **Complexity of Neuropsychiatric Conditions:** These conditions are influenced by many factors, making it challenging to isolate vaccines as the sole cause.

Even with such limitations, *the study's rigorous methodology and use of CDC/FDA safety thresholds make it a valuable contribution to the field.*

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What's Next?

The researchers call for further studies to explore the mechanisms behind these potential associations. For example, future research could investigate whether specific vaccine components or individual health factors contribute to these adverse events. Regulatory agencies like the CDC and FDA may also use these findings to guide vaccine safety monitoring.

For the public, this study is a reminder of the importance of staying informed and engaging in open discussions with healthcare professionals. Knowing and understanding the full range of mRNA COVID-19 vaccine adverse events is essential for making informed healthcare decisions.

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Closing Thoughts

The study on COVID-19 vaccination and neuropsychiatric conditions provides important insights into potential vaccine-related adverse events. By identifying 86 safety signals, including a significant association with psychosis, it highlights areas for further research and gives patients more information for deciding whether or not

to risk a gene therapy "vaccination." These findings encourage ongoing vigilance and dialogue about vaccine safety.

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Maruhn, Tawny

From: Wynn Grcich <[REDACTED]>
Sent: Sunday, July 13, 2025 10:44 PM
To: Rebecca Messinger; City Council; cityclerkinfo@cityofbg.org
Subject: RFK Jr. Sued & Susan Kressly Silliness | Childrens Health Defense

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<https://live.childrenshealthdefense.org/chd-tv/shows/good-morning-chd/rfk-jr-sued-and-susan-kressly-silliness/> Please send to council members and Melnick. Put on public record and confirm that you did.

Thanks from Wynn

From: Wynn Grich
To: Reform Clark County - Rob Anderson; Rebecca Messinger; Harris, Rep. Paul; Calvin CLARK; City Council; Victoriaseferrer@gmail.com; Cemal Richards
Subject: Fwd: EPA Will Appeal Federal Court's Fluoridation Ruling
Date: Sunday, July 13, 2025 1:56:18 PM

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From: Wynn Grich <[REDACTED]>
Date: Sun, Jul 13, 2025, 1:52 PM
Subject: Fwd: EPA Will Appeal Federal Court's Fluoridation Ruling
To: [REDACTED] <[REDACTED]>, Ken Vance <[REDACTED]>, Kimberlee Elbon <[REDACTED]>, Wells F BOSS <[REDACTED]>, Derek Kemppainen <[REDACTED]>, [REDACTED] <[REDACTED]>, Keith Smith <[REDACTED]>, Taylor Anderson <[REDACTED]>, Kevin Kaatz <[REDACTED]>, Kathy Zaldivar <[REDACTED]>, Marlene Hurd <[REDACTED]>, [REDACTED] <[REDACTED]>, Eva I-hua Chao <[REDACTED]>, [REDACTED] <[REDACTED]>, Allen Faber <[REDACTED]>, Marlowe Tyler <[REDACTED]>, Jenifer St.Mars <[REDACTED]>, [REDACTED] <[REDACTED]>, David Moeglein <[REDACTED]>, mary anne crestos <[REDACTED]>, [REDACTED] <[REDACTED]>, Maureen OConnor ND <[REDACTED]>, Marnie Pharis <[REDACTED]>, [REDACTED] <[REDACTED]>, Vicki Heacock <[REDACTED]>, Vern Jeremica <[REDACTED]>, votebob <[REDACTED]>, Reform Clark County - Rob Anderson <[REDACTED]>, Bill Coones <[REDACTED]>, [REDACTED] <[REDACTED]>, Phil (JBS) (German Last Name) <[REDACTED]>, Bruce Lau <[REDACTED]>, [REDACTED] <[REDACTED]>, estera bondarev <[REDACTED]>, Bill Cox <[REDACTED]>, Charles Beck <[REDACTED]>, Allan Page <[REDACTED]>, Steven Bergman <[REDACTED]>, Penelope Siemssen <[REDACTED]>, Joan Ott-Snowdy <[REDACTED]>, [REDACTED] <[REDACTED]>, SENTIENTKRITTER <[REDACTED]>, Joleen Soma <[REDACTED]>, David Steinberger <[REDACTED]>, Patrick LOCKE <[REDACTED]>, Laurie Pascual <[REDACTED]>, [REDACTED] <[REDACTED]>, Donna Llamas <[REDACTED]>, [REDACTED] <[REDACTED]>, Justin Forsman <[REDACTED]>, [REDACTED] <[REDACTED]>, Luis Ewing <[REDACTED]>, [REDACTED] <[REDACTED]>, Laura Kiser <[REDACTED]>, Lawrence Cook <[REDACTED]>, [REDACTED] <[REDACTED]>, Daniel A Cox <[REDACTED]>, Donna Llamas <[REDACTED]>, [REDACTED] <[REDACTED]>, Ranieu Family Dental <[REDACTED]>, Jordan Garrettson <[REDACTED]>, [REDACTED] <[REDACTED]>, George Hacker <[REDACTED]>, Richard Hoak <[REDACTED]>, David Verdeflor <[REDACTED]>, [REDACTED] <[REDACTED]>, advance two <[REDACTED]>, Cheryl J Allen <[REDACTED]>, Anthony <[REDACTED]>, [REDACTED] <[REDACTED]>, Justin Forsman <[REDACTED]>, [REDACTED] <[REDACTED]>, Cemal Richards <[REDACTED]>, Calvin CLARK <[REDACTED]>, Joanne Castellino <[REDACTED]>, [REDACTED] <[REDACTED]>, Gavin Cox <[REDACTED]>, Jade Tchong <[REDACTED]>, [REDACTED] <[REDACTED]>, Thomas G <[REDACTED]>

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

From: Fluoride Action Network <mail@networkforgood.com>
Date: Sun, Jul 13, 2025, 1:15 PM
Subject: EPA Will Appeal Federal Court's Fluoridation Ruling
To: [REDACTED] <[REDACTED]>

Image

EPA Will Appeal Federal Court's Fluoridation Ruling

Dear Wynn:

When the US district court [ruled in our favor](#) last September, it deemed fluoridated water an "unreasonable risk" to human health due to its neurotoxicity. The judge pointed out the scope of the potential harm:

"The size of the affected population is vast. Approximately 200 million Americans have fluoride intentionally added to their drinking water at a concentration of 0.7 mg/L.... Approximately two million pregnant women, and over 300,000 exclusively formula-fed babies are exposed to fluoridated water." [p. 76]

Ever since the Fluoride Action Network (FAN) petitioned the US Environmental Protection Agency (EPA) to prohibit the use of fluoridation chemicals under the Toxic Substances Control Act (TSCA) [in 2016](#), our goal has been to protect the public as quickly as possible. We understand that every day, hundreds of thousands of children are experiencing unnecessary life-long and potentially life-altering brain impairment due to artificial fluoridation schemes. Countless others are experiencing side-effects to their liver, kidneys, endocrine system, bones, and [much more](#). Unfortunately, the EPA has spent the last 9-years working against our efforts, battling FAN in court and choosing to delay the legal process at every opportunity. Since [filing a Notice of Intent to Appeal](#) just days before the January 2025 deadline to do so, the EPA requested, and was granted, four deadline extensions to submit a brief with their arguments, delaying the process an additional 3-months. They stated that the previous and current Solicitor Generals had not approved or authorized an appeal.

The Legal Battle Continues

According to FAN attorney Michael Connett, the EPA has now received approval from Solicitor General John Sauer and plans to file their appeal on July 18, 2025.

Michael Connett wrote:

"After several extensions, the Trump Administration has decided to appeal the federal court decision ordering EPA to address the risk posed by water fluoridation. EPA will be filing its appeal next Friday, July 18.

Rather than use the court's decision as an opportunity to finally end water fluoridation (as most of Europe has already done), the EPA will spend its time legally challenging the court's order. And it won't be alone. The American Chemistry Council (a trade organization that represents the chemical industry) has just filed a motion asking for permission to file a brief. And so has the American Fluoridation Society, one of the most [noxious](#) lobbyist groups pushing fluoridation across the US.

The decision to appeal the court's order was not made by the HHS or Secretary Kennedy. It was made by the Solicitor General of the Department of Justice, who reports to Pam Bondi and the White House. For his part, Secretary Kennedy has been clear that states should end their water fluoridation programs (as Florida and Utah have recently done), and that CDC will be revising its anachronistic recommendations, which would be a major

development. The HHS does not, however, have the authority to ban fluoridation.

Only the EPA has this power, and it has decided, for now, to forego its historic opportunity (as provided by the court's decision) to exercise it.

Our lawsuit against the EPA will thus continue, and will now be before the Ninth Circuit Court of Appeals. I had hoped this would not be necessary, but we are ready and prepared to stand up to EPA's challenge."

The appeal will be decided by a three-judge panel from the *Ninth Circuit Court of Appeals for the Ninth Circuit*. The appeal process generally takes 6-12 months to resolve, although there is no guarantee of that short of a time frame. While some cases are decided based exclusively on written documents, some cases are selected for short oral arguments before a court panel. With most cases, the court of appeals decision is the final ruling unless the parties ask the US Supreme Court to review it or the case is sent back to the trial court for additional proceedings.

FAN will share the EPA's written arguments and our response when they're filed.

EPA Administrator Lee Zeldin [announced in April](#) that the EPA will be using the *Safe Drinking Water Act's* six-year-review process to "expeditiously review new scientific information on potential health risks of fluoride in drinking water," adding that "When this is completed, we will have an updated foundational scientific evaluation that will inform the agency's future steps," which will likely include a new maximum contaminant level (MCL) and maximum contaminant level goal (MCLG), which limit the levels of potentially harmful contaminants—such as fluoride—that water treatment operators can have in public water supplies.

Only time will tell if the EPA's upcoming review will have any bearing whatsoever on the EPA's appeal over the coming months.

Sincerely,

Stuart Cooper

Executive Director

Fluoride Action Network

[CLICK HERE to Support Our Work With A Tax Deductible Donation](#)

Fluoride Action Network

North Sutton, New Hampshire

info@fluoridealert.org

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From: [Wynn Grcich](#)
To: cityclerkinfo@cityofbg.org; [Rebecca Messinger](#); [City Council](#); [Harris, Rep. Paul](#); [Reform Clark County - Rob Anderson](#); [Justin Forsman](#)
Subject: Fluoride On Trial: Federal Trial on the Neurotoxicity of Water Fluoridation Resumes Next Week
Date: Friday, July 11, 2025 1:53:55 PM

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<https://www.kron4.com/business/press-releases/ein-presswire/683819418/fluoride-on-trial-federal-trial-on-the-neurotoxicity-of-water-fluoridation-resumes-next-week/> please put on public record and confirm that you did. Send to council members. Thanks from Wynn

the
fluoride
deception



Christopher Bryson

with a foreword by Dr. Theo Colborn

What you need to know about the abortion pill . . .

- > It is actually a two-pill regimen: mifepristone and misoprostol. Mifepristone blocks the pregnancy hormone progesterone so the baby can no longer attach to the lining of the uterus and get needed nutrients, starving the baby. Misoprostol causes contractions to force delivery of the dead child.
- > It is currently the fastest growing form of abortion in the United States and accounts for more than three out of five abortions.
- > After taking the pill, the classic symptoms of miscarriage occur. Women may experience severe abdominal pain or cramping, bleeding or severe spotting, and discharge of tissue or fluid.
- > When the process doesn't work, the dead baby remains in the mother's body and can lead to hemorrhaging—and even death. 1 out of every 25 women who take abortion pills end up in the emergency room because the complications are so severe.



 A New Formula of Roundup has hit the shelves and it's 45x more toxic and made from a chemical BANNED in the EU

"They made it considerably more toxic"

"This is the new formulation of Roundup. It has an active ingredient that is not glyphosate. It is diquat. Diquat is banned in the EU and it is 200 times more chronically toxic than the glyphosate version.

Bayer had the opportunity to make this a whole lot better. They didn't. They made it considerably more toxic, 45x more toxic in overall formulations that have been launched since getting rid of glyphosate.

So when you're in your garden, be sure you're not using things like Roundup and keep yourself safe."

Is Your Tap Water Making You Sick?

February 27, 2022

Mercola.com

by Dr. Joseph Mercola

Health Issues

Drinking water may be treated with a variety of chemicals, which create intermediaries and disinfection byproducts. One study¹ did a side-by-side comparison of epidemiological studies and cancer risk assessment after exposure to two disinfection byproducts — haloacetic acids and trihalomethanes.

Yet, disinfection byproducts are not the only toxic chemicals found in tap water. One glass of water may contain a cocktail of forever chemicals known as PFAS,² lead, arsenic³ and a list of other chemicals found in your local area that you were never meant to consume.⁴ You can check your local supply by using the Environmental Working Group's (EWG's) Tap Water Database.⁵

One of the issues with the water supply is that we have an aging infrastructure that may be nearing the end of its useful life.⁶ Another is the water pollution that results from firefighting chemicals,⁷ agrichemicals,⁸ drugs, nerve toxins that are produced by freshwater cyanobacteria⁹ and toxins that are intentionally added to the water supply.¹⁰

Since more than 50% of your body is water,¹¹ you require a constant supply of pure water to fuel your filtration system and ensure your body is free of toxins. Your blood, kidneys and liver require a good source of clean water to detoxify from the other toxic exposures you meet every day. Yet, it is the water supply that is also in desperate need of detoxification.

Disinfectant Byproducts in Tap Water Raise Risk of Cancer

The EWG opened the Tap Water Database in 2017.¹² It was the most complete source of information about U.S. drinking water that compiled data from nearly 50,000 systems across the country. The data mining project was aimed at increasing information and awareness about tap water pollution.

Users can enter their zip code¹³ and find a list of contaminants that had been detected and reported to the authorities. The guide relies on current science to report levels of pollutants instead of legal limits set by regulatory agencies. Ken Cook, president of EWG, said in a press release:¹⁴

"Just because your tap water gets a passing grade from the government doesn't always mean it's safe. It's time to stop basing environmental regulations on political or economic compromises, and instead listen to what scientists say about the long-term effects of toxic chemicals and empower Americans to protect themselves from pollutants even as they demand the protective action they deserve from government."

In November 2021, the EWG called¹⁵ for a new framework to analyze drinking water that would account for multiple contaminants present simultaneously and the cumulative effect that has over a lifetime. It was the same month the organization updated their tap water database, which:¹⁶

"... highlighted the groundbreaking peer-reviewed research published since the last update, using the data to help communicate to the public about the potential health risks of contaminants in their drinking water, as well as underscoring key gaps in water contamination research."

The EWG notes that the federal drinking water standards evaluate and regulate one chemical at a time.¹⁷ The process is slow and cannot keep up with the rate at which pollution is added to the water supply, often at levels many scientists believe are unsafe for the public. This was highlighted in a study¹⁸ published in 2020 by the EWG in which the scientists compared two disinfection byproducts in the tap water.

The researchers concluded that the results offered a compelling argument for a cumulative risk assessment, as opposed to the current state of evaluating chemicals one at a time. They note that the two disinfection byproducts evaluated in the study are a small portion of those that form when drinking water is disinfected.

Additionally, "The inclusion of unregulated haloacetic acids in a toxicologically-based framework increases the likelihood that a cancer risk assessment for disinfection byproducts accurately reflects risk."¹⁹ The researchers also highlighted that the analysis demonstrated the value of using human data to capture real-world risks which "cannot be fully assessed by toxicological studies."

This was not the first study to demonstrate the levels of toxic chemicals in drinking water, and likely will not be the last. A team from Consumer Reports and The Guardian²⁰ took samples of drinking water from a cross-section of each of the EPA's 10 jurisdictional regions and found that 118 of the 120 samples had high levels of PFAS or arsenic, as well as detectable levels of lead.

In the short 2-minute video below, EWG scientist Sydney Evans explains the concerns many scientists have of drinking a "toxic cocktail" of contaminants in drinking water. The cumulative effect of drinking chemical pollutants over a lifetime could result in over 100,000 cancer cases in the U.S.

Your Clothing Is a Significant Contributor to Water Pollution

As Evans points out in this video, the most effective way to control pollutants in the water supply is to prevent it. She notes that reducing farm runoff and discharge from manufacturing can help protect the water supply. She calls for investment in tap water infrastructure, especially in small communities, and fixing the tap water standards.

Researchers have also found that nearly 20% of the pollutants found in drinking water are from your clothing.²¹ You may not think about the clothing industry being one of the biggest polluters on the planet, but it's nearing the top of the list. The textile industry contributes to water pollution through dying and treatment of the material with dangerous chemicals.

Rita Kant of the University Institute of Fashion Technology at Panjab University in India says color is a major reason people choose to buy certain articles of clothing.²² Although there are ways to dye clothing that don't harm the environment, most textile dyes are toxic for nearly all forms of life. Problems exist with the dye itself, 20% of which goes down the drain, and with the fixative agents used to set the colors in the fabric.

In addition to the chemicals being toxic, they are often discharged from textile mills at high temperatures and pH, which is also damaging to the environment.²³ Some of the dyes also use heavy metals which are known to cause cancer²⁴ and can accumulate in crops and fish from contaminated water and soil.²⁵

Unfortunately, many of the textile dyeing facilities are in developing countries where regulations are lax and labor costs are low. Untreated or minimally treated wastewater is discharged into nearby rivers to lower the cost of production²⁶ and from there it travels across the globe. An estimated 40% of textile chemicals are discharged by China.²⁷

In addition to polluting the water, the industry uses massive quantities of it. A textile mill that produces about 8,000 kilograms (17,637 pounds) of fabric in one day uses approximately 1.6 million liters (422,675 gallons) of water.²⁸ The fast fashion industry is a large contributor to chemical pollution and the destruction of our drinking water supply.

The average person purchased more than 65 articles of clothing in 2016, according to the toxic textiles report by Green America.²⁹ Added to which, many throw away 70 pounds of clothing and other textiles each year.

Even when clothing is recycled, Green America notes that "less than 1% of the resources required to make clothing is recaptured and reused to create new clothing."³⁰ When you donate clothes, it's also not a sustainable solution, as the majority end up getting sold to textile "recyclers" and exported to other countries.

EPA Waffles on Lead and Arsenic in Your Drinking Water

The greatest threat arsenic poses is when it's found in drinking water, food preparation and irrigating food crops. Long-term exposure can lead to several forms of cancer,³¹ and other research suggests there's an association with neurological effects, diabetes and high blood pressure.³²

The health impact of low exposure happens over a long period and has been shown to reduce children's IQ³³ and increase the risk of skin discoloration and lesions.³⁴ The acceptable level for arsenic in drinking water was originally set in 1942 at 50 parts per billion (ppb).³⁵

This was reduced to 10 parts per billion in 2001, which was an amount the EPA felt would help water system operators balance the cost of filtering water against health challenges resulting from exposure.³⁶ Yet this is still more than triple the 3-ppb level at which experts have long insisted it should be limited and which the EPA first considered.

A 2017 NRDC study³⁷ noted that the EPA had set a maximum contaminant level for arsenic at zero since no level is safe.

However, it set the enforceable level at 10 ppb, which continues to present a "substantial cancer risk." Lead is another heavy metal contaminant that the EPA recognizes has no safe exposure limit, yet they do not require utility services to lower lead levels until 10% of the homes sampled in the area exceed 15 ppb.³⁸

In the same NRDC report,³⁹ the researchers found 5,367 water systems were allowing high levels of lead and copper into the water system affecting over 18 million consumers.

There is an overwhelming cost to the community and individuals from exposure to lead, including kidney and brain damage, anemia, weakness, neurological damage to a developing baby, lower IQ in children, and infertility in men and women.⁴⁰ Yet, the EPA has not made any significant changes to the maximum acceptable exposure levels.

Toxin Intentionally Added to Tap Water Lowers IQ

In addition to pollutants that make it into the water supply from contamination to groundwater, regulatory agencies add fluoride to the drinking water supply. According to a commentary in the journal *Nature*,⁴¹ it is nearly impossible to get both sides of the fluoride issue to meet in the middle.

Supporters say it prevents cavities and strengthens teeth, but opponents say the risks present to children's overall health far outweigh any dental benefits.⁴² To date fluoride is hailed by the CDC as "one of the 10 greatest public health achievements of the 20th century,"⁴³ with roughly 73% of the U.S. population drinking from a fluoridated public water supply in 2018.⁴⁴

A landmark study⁴⁵ published in 2021 confirmed that very low levels of fluoride exposure during pregnancy impacted brain development in a child and at a level that may be causing more damage than lead, mercury or arsenic.

What you hear most often from proponents of fluoride at council meetings and from policymakers, is that government agencies can vouch for fluoridation "safety and effectiveness," and regulate the practice responsibly.

The thinking therefore, is because they say that, it must be true.

However, instead of verifying the claims, policymakers have put their unquestioning trust in government agencies and media outlets have suspended their professionalism by not only blindly trusting the agencies, but also discrediting those who oppose fluoridation.⁴⁶ However, under oath, representatives have proved that this mantra of "safe and effective" is only a baseless claim used to promote a failed policy.

Casey Hannan, director of the CDC's oral health division,⁴⁷ testified that the CDC has no data establishing the safety of fluoride's effect on the brain,⁴⁸ despite decades of touting the safety for all citizens, including children. Hannan also admits there is no prenatal or early life benefit.⁴⁹

We can't count on the mainstream media or the public health authorities to tell the public or decision-makers about what is happening. It's up to individuals to pass this information to family and friends and encourage them to pass it along as well.

Please help us get to the finish line in a world without fluoridation. If you're concerned about the health effects of fluoride, please support the [Fluoride Action Network](#)⁵⁰ with your tax-deductible donation today.

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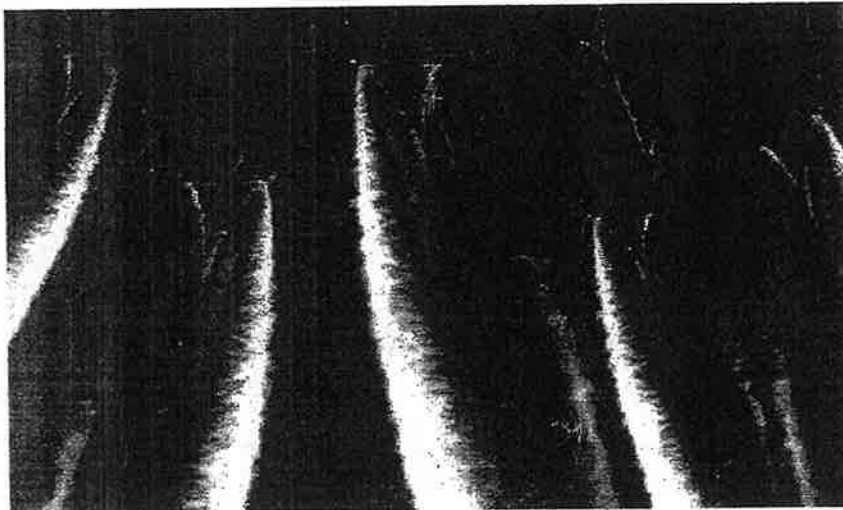
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January 17, 2012

Look Up: The New Age of Inoculation Is Aerial Vaccines and Nano Delivery Systems

As the masses enjoy a steady awakening regarding the dangers and fraud that are vaccinations, the use of aerial vaccines and nano delivery systems are now being utilized and fully implemented by governments with little regard or consequence to human health.



Geoengineering initiatives (commonly referred to as chemtrails) are no longer considered discreet military operations, and are finally admitted by governments. Aerial vaccines and nano delivery systems are one of many geoengineering projects.

The use of aerial manned and unmanned vehicles for the aerial spraying under State and Federal mandates for vector control began under the Geneva Act for Chemical and Biological Weapons in 1949. Over the years since its inception many amendments to this act and US parallel acts such as the Patriot Act of 2001, Space Preservation Act of 2001 and Weather Modification Research and Technology Act of 2005 have included the following implementations under terrorist and riot control for aerial spraying of the mass population in selective city locations:

- Weather Modification.
- Vector Control (insects, virus, and other similar vectors).



Fauci Says COVID-19 and Influenza Vaccines Don't Work Well

Dr. Anthony Fauci is among the growing number of officials who are acknowledging that the COVID-19 vaccines don't work well against infection.

Vaccines against both COVID-19 and influenza have "deficiencies," including that they "elicit incomplete and short-lived protection against evolving virus variants that escape population immunity," Fauci, until recently President Joe Biden's chief medical adviser, and other top National Institutes of Health officials wrote in a recent paper.

"With the imperfections of these vaccines, it seems a public health imperative to aggressively pursue better vaccines and vaccination strategies," they wrote.

CDC Adds COVID-19 Vaccines to Child Immunization Schedule

The U.S. Centers for Disease Control and Prevention (CDC) has added COVID-19 vaccines to its routine immunization schedule for children and adults.

According to the CDC's 2023 immunization schedule for children and adolescents, two or three doses of COVID-19 vaccines have been recommended beginning with infants who are just 6 months old. Children in the age group of 6 months to 4 years, and 5 years to 11 years are recommended COVID-19 vaccines from Moderna or Pfizer. Among children aged 12 to 18, Novavax vaccines also are recommended in addition to Pfizer and Moderna.

In the list for adults, two or three doses of COVID-19 vaccines have been recommended from the age of 19 years. The 2023 COVID-19 vaccine recommendation for kids and adults is included among other typically recommended vaccines for measles, flu, rubella, and so on.

Advisers to the CDC in 2022 recommended adding the vaccines to the schedule.



Messenger RNA Sequences Found in Blood 28 Days After COVID-19 Vaccination

Messenger RNA sequences from the Pfizer and Moderna COVID-19 vaccines were found in the blood of multiple individuals weeks after vaccination, according to a study.

Researchers in Denmark analyzed samples from the vaccinated and detected partial or even full sequences of the messenger RNA (mRNA) following vaccination. The sequences were found as late as 28 days after vaccination, or the longest time period the study analyzed.

The findings mean that the mRNA, which is situated in lipid nanoparticles for delivery into the body, lingers for much longer than officials in the United States and elsewhere acknowledge.

Fluorine in health care: Organofluorine containing blockbuster drugs

David O'Hagan 

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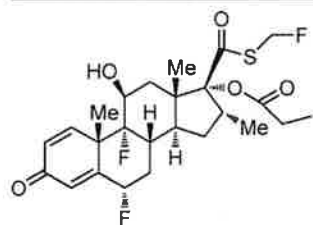
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Abstract

Organic fluorine compounds have had a profound impact on the development of bioactives for the modern pharmaceuticals market. It is estimated that up to 20% of pharmaceuticals prescribed or administered in the clinic contain a fluorine atom and 30% of the leading 30 blockbuster drugs by sales contain a fluorine. In this *Highlight* review, the top 10 fluorine containing pharmaceuticals (by US Sales in 2008) are highlighted. By this measure, these are currently the most significant fluorinated compounds impacting on health care. They embrace statins (Lipitor, Crestor, Vyturin, Zetia/Ezetimibe), anti-inflammatories (fluticasone propionate, Celebrex), antacids (Prevacid), antidepressants (Lexapro), neuroleptics (Risperdal) and antibiotics (Levaquin). In each case the structures and modes of action of these important drugs compounds are reviewed and representative synthetic routes are highlighted.

Graphical abstract

Organofluorine compounds have had a significant impact in the development of pharmaceutical products. The structures, modes of action and synthesis of the leading blockbuster pharmaceuticals of this class are highlighted. Currently 30% of the top thirty drugs by sales contain a fluorine atom.



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Introduction

In 1954 Fried and Sabo [1] showed that the introduction of a fluorine atom to the 9 α position of cortisol, improved its therapeutic index as an anti-inflammatory by an order of magnitude. Historically the development of Fludrocortisone (Fig. 1) was the first example of the introduction of fluorine into a pharmaceuticals product. A recent review by Hagmann [2] retrospectively illustrates that over the subsequent 60 years, fluorine has been found in around 15–20% of all new chemical entities (NCEs) licensed each year for the clinical market. The element generally finds its way into the organic framework during lead optimisation studies, and particularly as a strategy to block metabolism, for example by hydroxylation enzymes, to increase lipophilicity (logP) or to tune pharmacokinetic properties [3], [4], [5]. The impact of fluorine in this context has been dramatic. Of the top 30 best selling pharmaceutical products (US Sales in 2008), 10 have at least one fluorine atom [6]. Thus 30% of the leading blockbuster pharmaceuticals contain fluorine. This *Highlight* profiles these compounds (Table 1) and illustrates by association the impact of organic fluorine chemistry in the development of high end of the market, health care products. The review provides some commentary on the modes of action of

these leading drugs and illustrates synthetic routes, although in individual cases the actual industrial route to these compounds is not always clear (Fig. 2, Fig. 3).

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Section snippets

Lipitor (Atorvastatin)

Lipitor (Atorvastatin) is currently the biggest selling pharmaceutical globally [7]. It holds the most prominent position in the blockbuster league table (Table 1) with sales of \$5.9 billion ($\5.9×10^9) dollars in 2008. It is commercially the most significant drug of the 'statin' class. The statins [8] are cholesterol lowering drugs which are prescribed to reduce the amount of biosynthetic cholesterol produced by the patient, to offset plaque accumulation and then vascular constriction with the

Fluticasone propionate

Fluticasone propionate (Table 1) is a steroidal anti-inflammatory used to treat a variety of conditions depending on how it is administered. It is a modern variant of the original Fludrocortisone (Fig. 1) reported by Fried and Sabo in 1954. Fluticasone propionate can be applied topically to treat inflammation directly associated with dermatoses and psoriasis [11]. However the major market for fluticasone propionate is to treat asthma as the most important member of a large class of inhaled

Prevacid (Lansoprazole)

Prevacid acid (Lansoprazole) is currently the most successful commercial drug of its class in regulating gastric acid secretion (Scheme 5) [13]. Other important drugs of this group are Omeprazole, Pantoprazole and Rabeprazole, of which Pantoprazole which contains a difluoromethoxyl group (Scheme 7). They are used to treat heartburn, peptic ulcers and esophageal inflammation. Prevacid (Lansoprazole) is a representative of the 'proton pump inhibitors' (PPI), a group of drugs that inhibit the

Lexapro (Cipralext, Escitalopram)

Lexapro (Cipralext, Escitalopram) is an important drug for treating depression and anxiety. It is one of a large class of serotonin selective reuptake inhibitors (SSRIs) [19]. Such drugs act in the brain by blocking the reuptake of the neurotransmitter serotonin, into presynaptic cells. Lexapro is marketed in enantiomerically pure form as its (S)-enantiomer as shown. This followed from the racemic drug Citalopram which came to the end of its patent life [20]. The drug was relaunched as a single

Crestor (Rosuvastatin)

Crestor, like Lipitor (Section 2) is a statin [8]. The structural similarity to Lipitor is obvious in that both have a pendant (3R, 5R)-dihydroxycarboxylic acid residue. This moiety is important for binding to the enzyme HMG-CoA reductase, the rate limiting enzyme in cholesterol biosynthesis in humans, as described above in Scheme 1 for Lipitor. The synthesis of Crestor, like Lipitor, requires the introduction of two stereogenic centres on the (3R, 5R)-dihydroxyl carboxylic acid side chain

Zetia and Vytorin

Zetia (Ezetimibe) is a drug prescribed to lower cholesterol levels and to treat obesity [24]. It contains only Ezetimibe and is a complementary therapy to Vytorin. Vytorin is a combination therapy where Ezetimibe and Simvastatin are administered together. The combination is used to lower cholesterol levels in blood to prevent the consequent complications of atherosclerosis, heart disease and stroke. Vytorin like Zetia (Ezetimibe) also has an increasing role in the treatment of obesity.

Celebrex

Celebrex is used to treat and reduce pain associated with arthritis. It is a non-steroidal anti-inflammatory drug which inhibits prostaglandin biosynthesis. In humans it has selectivity for the inhibition of inducible cyclo-oxygenase-2 (COX-2) over cyclo-oxygenase 1 (COX-1) [31]. The COX-2 enzyme system is responsible for prostaglandin biosynthesis, the inhibition of which reduces the inflammation response [32]. More recently Celebrex is finding a role in the treatment of cancers where it

Levaquin (Levofloxacin)

Levaquin is a representative of the very large class of the fluoroquinolone antibiotics. These are probably the most successful non-natural products class of antibiotics, and it has emerged that the fluorine atom at the 9-position of the quinolone ring is essential for good antibacterial activity [33]. Many structural variants have been prepared and marketed and other significant representatives of this class are Norfloxacin, Ciprofloxacin, and Fleroxacin (Fig. 5).

Levaquin is the (S)-(-)

Risperdal (Risperidone)

Risperdal (Risperidone) is a second generation neuroleptic drug used to treat psychotic patients and predominantly to treat schizophrenia. It is also used to treat severe and manic depression and related forms of bipolar disorder. Sales in 2008 (Table 1) were a substantial increase (32%) on the 2007 sales, indicating a surge in its prescription. Risperdal (Risperidone) crosses the blood brain barrier and competes with the neurotransmitter dopamine. The drug acts by binding selectively to, and

Conclusion

This review has highlighted that a large proportion of the leading pharmaceuticals products on the global market contain organic bound fluorine. Of course the commercial fortunes of the selected drugs will rise and fall in future years, as their place in the market matures or as new compounds emerge and compete for the top rank positions. However given the prominent role of fluorine in drug development since the early 1950s, we can be sure that fluorine will continue to be an important element

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Coronavirus (COVID-19) Update: June 25, 2021

For Immediate Release: June 25, 2021

The U.S. Food and Drug Administration (FDA) continued to take action in the ongoing response to the COVID-19 pandemic:

- Today, the FDA is announcing revisions to the patient and provider fact sheets for the **Moderna and Pfizer-BioNTech** COVID-19 vaccines regarding the suggested increased risks of myocarditis (inflammation of the heart muscle) and pericarditis (inflammation of the tissue surrounding the heart) following vaccination. For each vaccine, the Fact Sheet for Healthcare Providers Administering Vaccine (Vaccination Providers) has been revised to include a warning about myocarditis and pericarditis and the Fact Sheet for Recipients and Caregivers has been revised to include information about myocarditis and pericarditis. This update follows an extensive review of information and the discussion by CDC's Advisory Committee on Immunization Practices meeting on Wednesday. The data presented at this meeting reinforced the FDA's decision to revise the fact sheets and further informed the specific revisions. The warning in the Fact Sheets for Healthcare Providers Administering Vaccines notes that reports of adverse events suggest increased risks of myocarditis and pericarditis, particularly following the second dose and with onset of symptoms within a few days after vaccination. Additionally, the Fact Sheets for Recipients and Caregivers for these vaccines note that vaccine recipients should seek medical attention right away if they have chest pain, shortness of breath, or feelings of having a fast-beating, fluttering, or pounding heart after vaccination. The FDA and CDC are monitoring the reports, collecting more information, and will follow-up to assess longer-term outcomes over several months.

The first fatal case beyond the two from Israel was reported by Verma et al in the *New England Journal of Medicine*, August 18, 2021. At this point the FDA and CDC should have immediately updated the product information to indicate vaccine myocarditis could be fatal. Instead they did nothing to warn the public.

The NEW ENGLAND JOURNAL of MEDICINE

CORRESPONDENCE

Myocarditis after Covid-19 mRNA Vaccination

Patient 2, a 42-year-old male, presented with dyspnea and chest pain 2 weeks after mRNA-1273 vaccination (second dose). He did not report a viral prodrome, and a PCR test was negative for SARS-CoV-2 (Table S1). He had tachycardia and a fever, and his electrocardiogram showed diffuse ST-segment elevation (Fig. S1). A transthoracic echocardiogram showed global biventricular dysfunction (ejection fraction, 15%), normal ventricular dimensions, and left ventricular hypertrophy. Coronary angiography revealed no coronary artery disease. Cardiogenic shock developed in the patient, and he died 3 days after presentation. An autopsy revealed biventricular myocarditis (Fig. 16 and Figs. S5 and S6). An inflammatory infiltrate admixed with macrophages, T-cells, eosinophils, and B cells was observed, a finding similar to that in Patient 1.

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DOI: 10.1056/NEJMc2109975

B Patient 2, Autopsy



Figure 1. Histopathological Findings from Endomyocardial Biopsy and Autopsy.

Hematoxylin-eosin stains of heart-tissue specimens obtained by means of endomyocardial biopsy in patient 1 (Panel A) and autopsy in patient 2 (Panel B) showed myocarditis in both patients, with multifocal cardiomyocyte damage (arrows) associated with mixed inflammatory infiltration. Scattered eosinophils were noted (arrowheads). The images of the hematoxylin-eosin stains were obtained with 10x eyepieces and 40x or 60x objectives. Additional information is provided in the Supplementary Appendix. RV denotes right ventricle, and LV left ventricle.

Verma AK, Lavine KJ, Lin CY. Myocarditis after Covid-19 mRNA Vaccination. *N Engl J Med*. 2021 Sep 30;385(14):1332-1334. doi: 10.1056/NEJMc2109975. Epub 2021 Aug 18. PMID: 34407340; PMCID: PMC8385564.

To this day, fatal COVID-19 vaccine myopericarditis occurs many times with sudden cardiac arrest as the very first sign. Autopsies have proven the COVID-19 vaccine is the cause of myocarditis not the infection. At the hearing we plan to explore the delay in issuing the myocarditis health advisory and more importantly, the continued failure to fairly inform patients that myocarditis can be fatal.

Autopsy findings in cases of fatal COVID-19 vaccine-induced myocarditis

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Abstract

COVID-19 vaccines have been linked to myocarditis, which, in some circumstances, can be fatal. This systematic review aims to investigate potential causal links between COVID-19 vaccines and death from myocarditis using post-mortem analysis. We performed a systematic review of all published autopsy reports involving COVID-19 vaccine-induced myocarditis through 3 July 2023. All autopsy studies that include COVID-19 vaccine-induced myocarditis as a possible cause of death were included. Causality in each case was assessed by three independent physicians with cardiac pathology experience and expertise. We initially identified 1691 studies and, after screening for our inclusion criteria, included 14 papers that contained 28 autopsy cases. The cardiovascular system was the only organ system affected in 26 cases. In two cases, myocarditis was characterized as a consequence from multisystem inflammatory syndrome. The mean age of death was 44.4 years old. The mean and median number of days from last COVID-19 vaccination until death were 6.2 and 3 days, respectively. We established that all 28 deaths were most likely causally linked to COVID-19 vaccination by independent review of the clinical information presented in each paper. The temporal relationship, internal and external consistency seen among cases in this review with known COVID-19 vaccine-induced myocarditis, its pathobiological mechanisms, and related excess death, complemented with autopsy confirmation, independent adjudication, and application of the Bradford Hill criteria to the overall epidemiology of vaccine myocarditis, suggests that there is a high likelihood of a causal link between COVID-19 vaccines and death from myocarditis.

Keywords Myocarditis; Sudden death; Autopsy; COVID-19; COVID-19 vaccines; mRNA; SARS-CoV-2 vaccination

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A previous iteration of this manuscript was posted on the Preprints.org preprint server on 18 July 2023.

Hulscher N, Hodgkinson R, Makis W, McCullough PA. Autopsy findings in cases of fatal COVID-19 vaccine-induced myocarditis. *ESC Heart Fail.* 2024 Jan 14; doi: 10.1002/ehf2.14680. Epub ahead of print. PMID: 38221509.

The January 1, 2025, FDA package insert for SPIKEVAX the Moderna COVID-19 mRNA booster lists myocarditis, but does not have a black box warning indicating the myocarditis can be and is lethal in some victims. Failure to “black box” Pfizer and Moderna will certainly be under discussion in the US Senate.

HIGHLIGHTS OF PRESCRIBING INFORMATION

These highlights do not include all the information needed to use SPIKEVAX safely and effectively. See full prescribing information for SPIKEVAX.

SPIKEVAX (COVID-19 Vaccine, mRNA)
Injectable suspension, for intramuscular use
2024-2025 Formula
Initial U.S. Approval: 2022

RECENT MAJOR CHANGES

Dosage and Administration: Preparation for Administration (2.1) 1/2025

INDICATIONS AND USAGE

SPIKEVAX is a vaccine indicated for active immunization to prevent coronavirus disease 2019 (COVID-19) caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) in individuals 12 years of age and older. (1)

DOSAGE AND ADMINISTRATION

For intramuscular use.
• SPIKEVAX is administered as a single 0.5 mL dose. (2.2)
• For individuals previously vaccinated with any COVID-19 vaccine, administer the dose of SPIKEVAX at least 2 months after the last dose of COVID-19 vaccine. (2.3)

DOSAGE FORMS AND STRENGTHS

SPIKEVAX is an injectable suspension.
A single dose is 0.5 mL. (3)

CONTRAINDICATIONS

Do not administer SPIKEVAX to individuals with a known history of severe allergic reaction (e.g., anaphylaxis) to any component of SPIKEVAX or to individuals who had a severe allergic reaction (e.g., anaphylaxis) following a previous dose of a Moderna COVID-19 vaccine. (4)

WARNINGS AND PRECAUTIONS

Postmarketing data with authorized or approved mRNA COVID-19 vaccines demonstrate increased risks of myocarditis and pericarditis, particularly within the first week following vaccination. For SPIKEVAX, the observed risk is highest in males 18 years through 24 years of age. (5.2)

ADVERSE REACTIONS

Most commonly reported adverse reactions following administration of SPIKEVAX or Moderna COVID-19 Vaccine, Bivalent containing the same amount of mRNA as the SPIKEVAX 2024-2025 Formula (≥10%)

- Participants 12 years through 17 years of age: pain at the injection site (up to 90.6%), fatigue (up to 58.1%), headache (up to 56.3%), myalgia (up to 40.1%), chills (up to 30.2%), axillary swelling/tenderness (up to 27.6%), arthralgia (up to 25.9%), nausea/vomiting (up to 17.9%), and swelling at the injection site (up to 13.3%). (6)
- Participants 18 years through 64 years of age: pain at injection site (up to 86.3%), fatigue (up to 62.0%), headache (up to 58.9%), myalgia (up to 49.6%), arthralgia (up to 41.9%), chills (up to 40.3%), axillary swelling/tenderness (up to 24.8%), and nausea/vomiting (up to 16.7%). (6)
- Participants 65 years of age and older: pain at injection site (up to 76.3%), fatigue (up to 58.1%), myalgia (up to 47.4%), headache (up to 42.1%), arthralgia (up to 39.5%), chills (up to 18.4%), and axillary swelling/tenderness (up to 14.3%). (6)

To report SUSPECTED ADVERSE REACTIONS, contact ModernaTX, Inc. at 1-866-663-3762 or VAERS at 1-800-822-7967 or <https://www.fda.gov/medwatch>.

See 17 for PATIENT COUNSELING INFORMATION and FDA-approved patient labeling.

Revised: 1/2025

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Peter A. McCullough, MD, MPH

President, McCullough Foundation

www.mcculloughfnd.org

Mead et al, Myocarditis after SARS-CoV-2 infection and COVID-19 vaccination: Epidemiology, outcomes, and new perspectives, International Journal of Cardiovascular Research & Innovation, 2025

Verma AK, Lavine KJ, Lin CY. Myocarditis after Covid-19 mRNA Vaccination. N Engl J Med. 2021 Sep 30;385(14):1332-1334. doi: 10.1056/NEJMc2109975. Epub 2021 Aug 18.

US FDA and CDC Delayed Health Advisory on COVID-19 mRNA Vaccine Myocarditis for Months, Failed to Issue Black Box Warning for Years

Upcoming Senate Hearing Will Probe Agency Delay, Refusal to Black Box Label, Costing American Lives



PETER A. MCCULLOUGH, MD, MPH
MAY 18, 2025



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10



19

Share



By Peter A. McCullough, MD, MPH

Ever since the FDA on one of its internal slides dated October 22, 2020 indicated that heart damage or myopericarditis was an expected side effect of mRNA vaccines, I have been concerned about this side effect as a cardiologist who would be expected to handle the problem potentially on a mass scale.

Steve Anderson, PhD, MPP
Director, Office of Biostatistics & Epidemiology, CBER
VRSBAC Meeting:
October 22, 2020

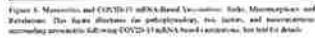


CBER Plans for Monitoring COVID-19 Vaccine Safety and Effectiveness

FDA Safety Surveillance of COVID-19 Vaccines :
DRAFT Working list of possible adverse event outcomes
*****Subject to change*****

- | | |
|---|--|
| ▪ Guillain-Barré syndrome | ▪ Deaths |
| ▪ Acute disseminated encephalomyelitis | ▪ Pregnancy and birth outcomes |
| ▪ Transverse myelitis | ▪ Other acute demyelinating diseases |
| ▪ Encephalitis/myelitis/encephalomyelitis/
meningoencephalitis/meningitis/
encephalopathy | ▪ Non-anaphylactic allergic reactions |
| ▪ Convulsions/seizures | ▪ Thrombocytopenia |
| ▪ Stroke | ▪ Disseminated intravascular coagulation |
| ▪ Narcolepsy and cataplexy | ▪ Venous thromboembolism |
| ▪ Anaphylaxis | ▪ Arthritis and arthralgia/joint pain |
| ▪ Acute myocardial infarction | ▪ Kawasaki disease |
| ▪ Myocarditis/pericarditis | ▪ Multisystem Inflammatory Syndrome
in Children |
| ▪ Autoimmune disease | ▪ Vaccine enhanced disease |

We know in hindsight that COVID-19 vaccination and not the infection is the major risk for heart damage, cardiac arrest, and heart failure especially in young persons during the pandemic years.



Page 462 of 977

Bill would fund studies to find toxins in people

■ Lawmaker says project may 'improve everyone's health and safety'

By Rebecca Vesely
STAFF WRITER

Hoping the second time's a charm, two state senators introduced a bill Thursday that could offer clues to how toxic chemicals contribute to disease.

The bill died last year, but this time, co-sponsors Senate President Pro Tem Don Perata, D-Oakland, and Sen. Deborah Ortiz, D-Sacramento, say the program would be less costly and ever more necessary to Californians' health.

The Healthy Californians Biomonitoring Program would establish a statewide voluntary program to find out the amount of chemical contaminants in people, known as the "body burden."

Biomonitoring measures industrial compounds, chemicals



PERATA



ORTIZ

and pollutants through blood, urine or breast milk analysis. Longtime national breast milk monitoring programs in Sweden have led to the ban of certain synthetic chemicals, but in the United States, such studies are done on an ad-hoc basis.

More than 85,000 synthetic chemicals are registered in the United States, and more than 1,000 new chemicals are added each year. Fewer than 10 percent of those chemicals have been tested for their effects on

Please see **BILL**, News 15

FRIDAY, February 18, 2005

THE ARGUS

Project would study toxins in people

► **BILL**, from News 1

human health, according to the bill.

"This bill will enable us to know just which toxic pollutants are in our bodies and move accordingly to improve everyone's health and safety," Ortiz said in a statement.

Last year's version of the bill would have funded a more ambitious program through a tobacco tax. With a cost estimate of about \$1 million a year, it lacked support amid the state's fiscal crisis.

Cost estimates for the newly proposed biomonitoring project haven't been set, but advocates said it is pared down and will fund only research-gathering.

"The focus is on sound science," said Davis Baltz, program director at Marin-based Commonweal, an environmental health group that brought the bill along with the Breast Cancer Fund. "We're not proscribing any solutions to the health effects of chemicals in California."

The hope is that funding just a few small studies will show legislators and the public that biomonitoring should be a priority. With diseases such as asthma and cancer costing California billions of dollars each year, funding a few small studies can't hurt, Baltz said.

If enacted, California would be the first state to have a biomonitoring program. The state has already taken the lead by banning the manufacture, sale and pro-

cessing of two kinds of flame retardants known as polybrominated diphenyl ethers, PBDEs, by 2008.

That bill's author, Assemblywoman Wilma Chan, D-Oakland, is now calling for the ban on toxins in baby products such as hard plastic baby bottles and soft PVC plastic children's toys. Chan introduced that bill, AB 319, earlier this month.

"This has become a mainstream issue," Baltz said. "It doesn't matter what side of the aisle you're on, it is something you have to support as a baseline issue."

Staff writer Douglas Fischer contributed to this report. Contact Rebecca Vesely at vesely@angnewspapers.com.

Recommended Websites and Actions

www.StopTheCrime.net

SOURCE DOCS

- Watch *Iron Mountain: Blueprint for Tyranny - Documentary*
- Read *Silent Weapons for Quiet Wars*
- Read *NWO Plans Exposed by Insider in 1969*
- ALERT *NASA WAR PLANS* - on CONUS (pg.93 "Capture/Torture Americans in living color on prime time")
- Watch *Resonance - Beings of Frequency*
Artificial magnetic fields damaging all living things

www.RefuseSmartMeters.com

- Watch the "Technocracy" - Video by Patrick Wood
- Read *Ft. Meade Army Documents*- The Grid Is Weaponized - Electronic Warfare (Electro Magnetic Pulsed Weapons)

www.ToxicSky.org

- Listen to Dr. Bill Deagle's Interview
The most concise explanation about what IS being done to us. . .
- Watch What In the World are They Spraying
- Watch Genocide from the Sky

www.SmartMetersMurder.com

- Watch - *Radiation: The Silent War Against You*
- Barrie Trower/Scientist - Frequency Dangers - 1,000's of Studies - New Cold War Using Frequencies
- Utilities have teamed up with ICLEI - *International Council for Local Environmental Initiatives* - ICLEI = U.N. Agenda 21 plans to take "all" individual rights and property rights away & reduce the population
- Watch Conferences and Listen to Interview with Alex Jones

Print out flyer- What is SENOMYX?

They Add it to many Beverages and Foods... Let's Not Consume This. . .

www.ToxicDrinkingWater.org

Fluoride is a poison . . . Let's not drink it!

• TAKE ACTION •

- Copy flyers from each of the sites and distribute to all your neighbors and friends, even out of state!
- Attend and **speak out** at local meetings!
- Post Signs, Bumper Stickers & Banners To Get The Word Out
- **EDUCATE YOURSELF AND OTHERS. . .**

Contact Deborah NoSmartMeters@gmail.com

"To Believe The Unimaginable, Move Into a New Reality, Manage the Unthinkable When So Many Others Are Unaware, Is the Challenge of Our Time" D.T.

Dennis Bushnell, Chief Scientist - NASA Langley Research Center

WARFARE STRATEGY DOCUMENT - THE FUTURE IS NOW!

U.S. Air Force/DARPA/CIA/FBI/ Southern Command/Atlantic Command/Australian DOD and more

<http://www.stopthecrime.net/nasaframe.html>



Page 4

The presentation is based in all cases upon existing data/trends/ analyses/technologies (No PIXIE DUST) Robots - Cyborgs and Humans

Page 93

CONUS-Continental United States Exploit "CNN" Syndrome
-- Sink Carrier(s) via "swarm attacks"
-- Capture/torture Americans in living color on prime time
-- "Terror" attacks within CONUS (binary bio, critical Infrastructure "takedown," IO/IW, EMP, RF against Brain, etc.)
-- Serious "Psywar" (collateral damage exploitation,

Page 9

Humans Have "Taken Over" and Vastly Shortened "Evolution"
-- "Directed Evolution"

Page 14

KEY "FUTURE TECHNOLOGIES"
-- Automatic/robotic "everything"
-- Genetic engineering before birth

Page 66

Increasingly Critical Human Limitations/ Downsides
-- Large
-- Heavy
-- Tender
-- Slow (physically, mentally)
-- Require Huge Logistic Train(s) i.e., Humans have rapidly decreasing-to-negative "Value Added"

Page 67

ROBOTICS "IN THE LARGE"
(saves lives, enhances affordability, redefines risk/threat environment, enhances effectiveness)

Page 35

Examples: Confluence of IT/Bio/Nano
-- Brain of a sea lamprey inserted/connected to body of a robotic fish (an initial cyborg)
-- "Chew-Chew" -- a flesh/plant eating robot that hunts/bio-digests "natural foods" to "live off the land" (Chew-Chew robot inventor: Stuart Wilkinson expresses concern about the dangers of the robots eating humans)

Page 43

Micro Dust Weaponry
-- A Mechanical Analog to Bio, Micron sized mechanized "dust" which is distributed as an aerosol and inhaled into the lungs. Dust mechanically bores into lung tissue and executes various "Pathological Missions."
-- A Wholly "New" class of Weaponry which is legal.

Page 45

Beam Weapons
Increasingly Prevalent

Page 50

EFFECTS OF LOW POWER MICROWAVES (U.S. ARMY, SRI, WALTER REED)
-- Behavioral performance decrements
-- Seizures
-- Gross alteration in brain function
-- 30% to 100% increases in brain blood flow
-- Lethality
-- Interactions between low power (microwatts per sq. cm./4 to 3 GHz) MW and brain function

Page 55

What Is Apparently "Legal"
-- Microwave/RF Anti-Functional and Anti-Personnel Weaponry
-- Chemical Anti-Functional Weaponry
-- Chemical "Psychological Effects" via Sensory Organs Weaponry (e.g. smell)
-- Chemical Personnel Incapacitation Weaponry ["Non-Warfare" (e.g. Hostage Terrorism) only]
-- PSYWAR
-- Acoustic Weaponry
-- Mechanical Micro Dust

THESE ARE JUST A FEW EXAMPLES OF WHAT IS IN THE N.A.S.A. DOCUMENT THAT ARE HAPPENING NOW !

www.StopTheCrime.net/nasaframe.html

THIS IS SUBMITTED AT THE LAST MINUTE AND I DO NOT HAVE THE LETTER MENTIONED AT THIS TIME !!! I WILL HOWEVER SUBMIT IT AT NEXT WEEKS VANCOUVER CITY COUNCIL MEETING. BASICALLY THIS IS A TEST TO SEE WHERE PUBLIC WRITTEN COMMENTS END UP, HOW THEY CAN BE ACCESSED BY THE PUBLIC AND I ASK AT THIS TIME THAT THESE THREE PAGES BE SUBMITTED TO THE JULY 14, 2025 VANCOUVER CITY COUNCIL MEETING DATED THIS DAY OF JULY 14, 2025.

KIMBERLEE GOHEEN ELBON

Thegoodfight2day@aol.com do not black out email

Def 3

PUT TO PUBLIC WRITTEN COMMENTS for Vancouver City Council meeting of July 7, 2025 a Monday, (or to the next VCCouncil meeting as this may be late) dated this day of JULY 7, 2025.

I am enclosing a copy of a letter that was sent by certified mail dated June 16, 2025 claiming what I Believe is a defamation of My Character with lies and slanderous ~ taking My First Amendment Rights away to SPEAK UP at Vancouver City Council meetings until September 15, 2025 ! I listened to all of the meetings that Mayor Anne Ogre said I was warned to stay on agenda items only. I was dutifully Speaking and Commenting on agendas and I do not Believe I was off agenda. At times when I try to get a point across, I will give some history or examples, and then get back to the point-agenda. That is common communication ! Mayor McEnerny Ogre of Vancouver does not respect Me and has a history of such abuse as to verbal interruptions while I'm Speaking; she has illegally had Me arrested in City Hall Chambers dated October 24, 2022 VCCouncil meeting – last ten minutes !!! I filed a \$500,000.00 but somehow the attorney I had dropped it. The suit is on record at least. PLEASE WATCH that meeting – You have a Mayor that in My opinion is a marxist to the core !!!

I AM ASKING THE CITIZENS OF VANCOUVER TO HOLD THIS COUNCIL ACCOUNTABLE and GET YOUR FIRST AMENDMENT RIGHTS BACK, to be able to Speak on anything during Council meetings. CALL or ATTEND meetings !!!

I can not write everything as to what is happening but if THE PUBLIC does not STAND NOW – it will be too late !!! They want Vancouver to be the second largest city in Washington State – they do not follow The Constitution and in fact are 17 year members of the UNITED NATIONS as is Portland, Eugene, Oregon City to name a few across the Columbia River; but Bellingham, Seattle, Tacoma, Olympia, Spokane to name a few in Washington State and four hundred cities across AMERICA are U.N. members !!!!!!! Chaos and instability is what these cities produce and thrive on. They want America to fall into a one world type

2 of 3

government and will rule over The People instead of The People over their government !!! AGENDA 21-2030 is one example to read about this takeover of a FREE PEOPLE !!!

NO free parking on weekends any longer !\$!\$ PARKING FEE\$ have skyrocketed ! The Homeless I\$UE using Hard Earned Tax Dollar\$ among themselves and the rest goes to actual help to Those in need !!! On and on this goes – Hard Earned Tax Dollars (HETD) used for unConstitutional forms of government here locally !!! TAX TAX TAXED to death !\$!\$ Property and rental TAXE\$ UP UP & UP !\$!\$

THE PEOPLE trying to keep a job, pay rent, feed Their Family, gas in the car etc – this local government took advantage of the last four year planneDemic and know The People are still trying to survive – they do not care !!!

Clark County Council and Vancouver have deemed themselves as A SANCTUARY STATUS entity !!! Vancouver Residents were asked to house illegal alien immigrants !!! This movement is using Your HETD's to carry out an agenda to weaken The American Community and it's working !!!!!!!

STAND UNITED so not to fall divided !!!

WAKE UP and STAND UP now !!! ATTEND by phone, letter or inPerson !!!

Also look up the Clark County Council meetings, the CC Planning Commission along with Vancouvers Planning Commission. READ ALL AGENDAS !!!

GET INVOLVED ~ ~ ~ IT'S YOUR RIGHT AND DUTY !!!!!!!

Sincerely ~ Kimberlee Goheen Elbon – Live Citizen of Clark County Washington USA - time to stop further growth in Clark County !!! thegoodfight2day@aol.com DO NOT BLACK out or cross off My email address listed above.

(3) of 3

Complaint

There is a house on 50th
east side of 103-104

Needs to be torn down. This property is a garbage dump! There's a burned house, cars, sometimes campers, a boat, sofa in the bushes. There is a building next to it, which is a business. The property is a long block away from a new development. The business is clean.

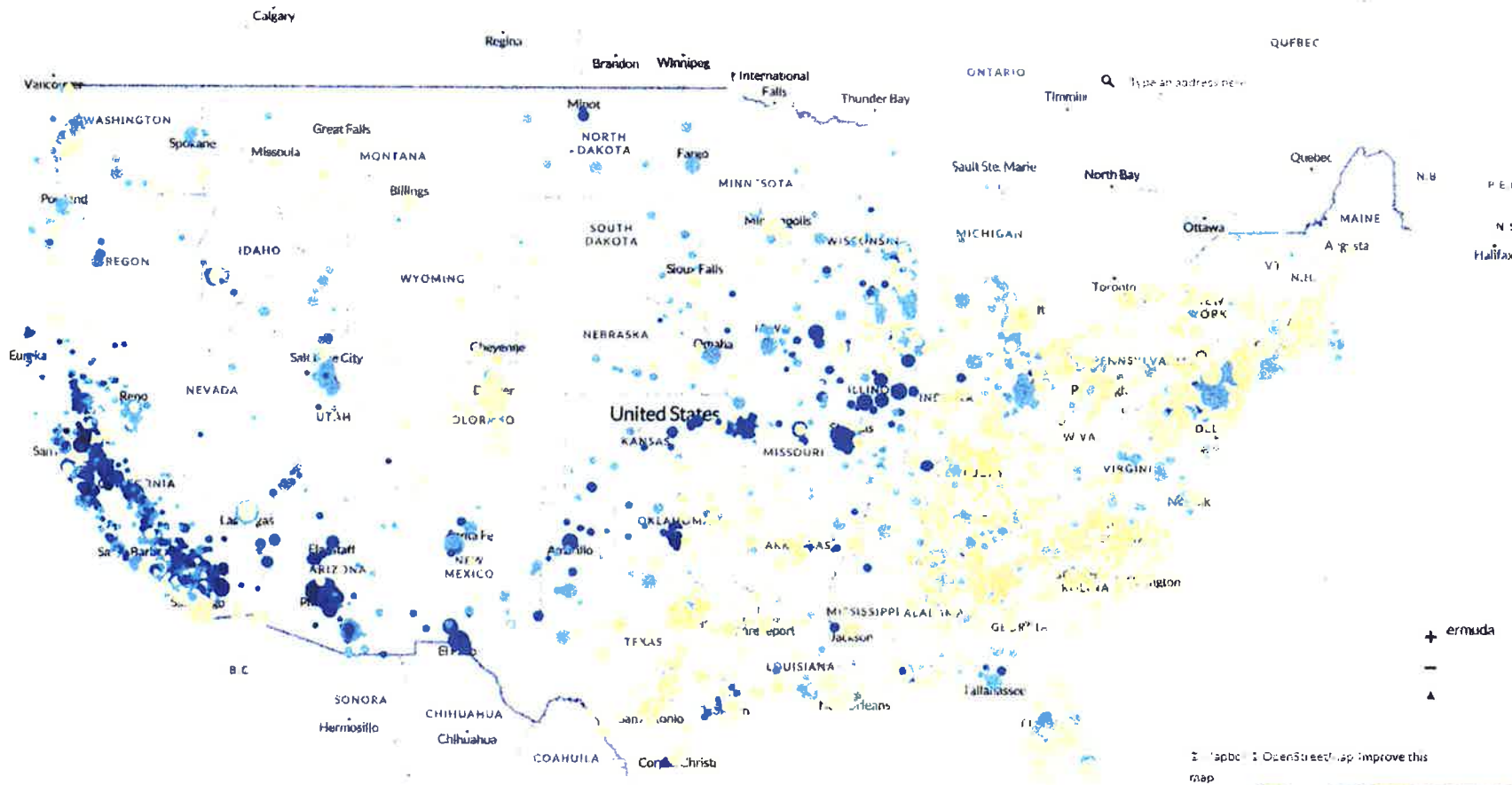
They are working on the road as we speak. Why hasn't anyone taken pictures or sent someone to access this eye sore dump. I have seen people living in the cars parked in front of the burned house. There's no toilet!

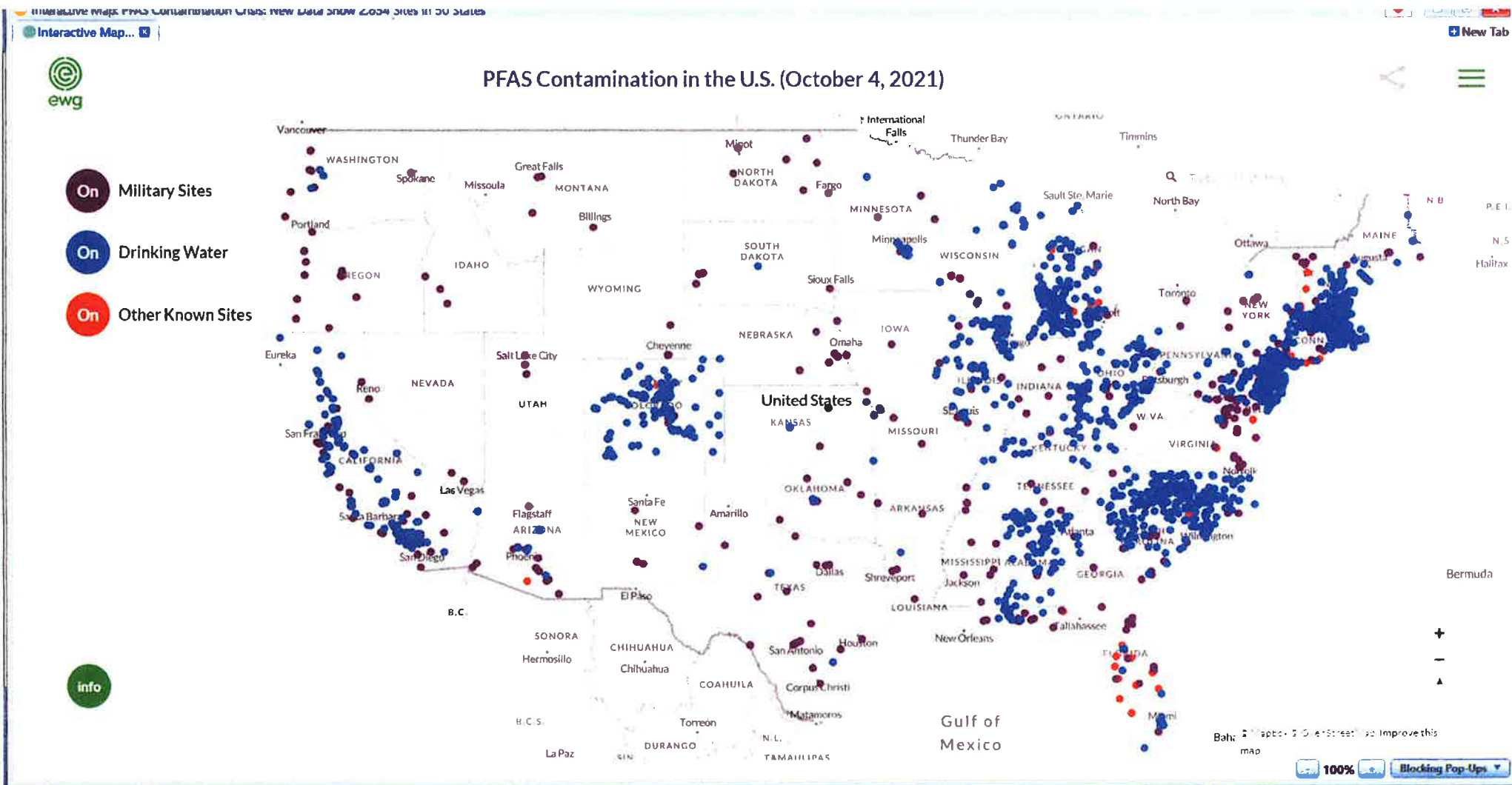
Please have your street crew take pictures + take action to remove this garbage dump.

My homeowners fines us for not keeping up our properties. Why has this property been allowed to trash the neighborhood it's OK. Vancouver's street crew should report things like this!



'Erin Brockovich' chemical taints tap water of 251 million Americans





In the United States Courts

United States of America
Attorney General with a Conscience

V

Mr. Alex Azar, DEFENDANT
Dr. Anthony Fauci, DEFENDANT
Dr. Peter Daszak, DEFENDANT
Dr. Ralph Baric, DEFENDANT
FDA, DEFENDANT
CDC, DEFENDANT
NIAID, DEFENDANT
MODERNA, DEFENDANT
PFIZER, DEFENDANT

Count 1: 18 U.S.C. § 2331 §§ 802 – Acts of Domestic Terrorism resulting in death of American Citizens

Count 2: 18 USC § 2339– Conspiring to Commit Acts of Terrorism

Count 3. 15 U.S.C. §1-3 – conspiring to criminal commercial activity

Count 4. 18 USC § 175 – Funding and Creating a Biological Weapon

Count 5. 15 U.S.C. §8 – market manipulation and allocation

Count 6. 18 U.S.C. § 1001 – lying to Congress

Count 7. 15 U.S.C. § 19 – interlocking directorates

Count 8. 18 U.S. Code § 2384 - Seditious conspiracy

The Proposed Indictment

Throughout the decade of the 90s Pfizer sought to research, develop and patent a coronavirus (CoV) vaccine. Their first patent filing specifically recognizing the S-protein as the immunologic target for vaccines was filed on November 14, 1990 (U.S. Patent 6,372,224). With a focus on swine and canine gastroenteritis, these efforts showed little commercial promise and the patent was abandoned in April of 2000. During the same period, the National Institute for Allergy and Infectious Disease (NIAID) under the vaccine obsession of Dr. Anthony Fauci, funded Professor Ralph Baric at the University of North Carolina Chapel Hill. This program designed to commercially weaponize a naturally occurring toxin is the beginning of the criminal conspiracy and violates 18 USC § 175, 15 USC § 1-3, and 15 USC § 8) Dr. Baric's expertise was understanding how to modify components of the coronavirus associated with cardiomyopathy. NIAID Grants AI 23946 and GM63228 (leading to patent U.S. 7,279,327 "Methods for Producing Recombinant Coronavirus") was the NIH's first Gain-of-Function (GOF) project in which Dr. Baric created an "infectious, replication defective" clone of recombinant coronavirus. This work clearly defined a means of making a natural pathogen more harmful to humans by manipulating the Spike Protein and other receptor targets. A year after filing a patent on this GOF CoV, the world experienced the first outbreak of Severe Acute Respiratory Syndrome (SARS).

Under the guise of responding to a public health emergency, the United States Centers for Disease Control and Prevention (CDC) filed a patent application on the genome of SARS CoV on April 25, 2003. Accessing and manipulating the genomic data (which came from China making an “invention” claim by a U.S. entity illegal violating 35 USC §101, 103), Dr. Baric, Dr. Fauci, and the CDC violated 18 USC § 175 (a felony). One year earlier, Dr. Baric and his team had already filed a patent which clearly the pathogen CDC claimed as novel in 2003. Three days after filing a patent on the genome, NIH-funded Sequoia Pharmaceuticals filed a patent for the vaccine on the virus invented a mere three days earlier. At the same time, in violation of 15 USC § 19 Dr. Fauci was appointed to a board position with the Bill and Melinda Gates Foundation (a competitor in vaccine manufacturing) thereby beginning the interlocking directorate¹ anti-trust crime.

In 2005, the DARPA and MITRE hosted a conference in which the intentions of the U.S. Department of Defense was explicit. In a presentation focused on “Synthetic Coronaviruses Biohacking: Biological Warfare Enabling Technologies”, Dr. Baric presented the malleability of CoV as a biological warfare agent. Violating 18 USC § 175 and inducing the non-competitive market allocation (violating 15 USC § 8) for years to follow, Dr. Baric and the U.S. Department of Defense spent over \$45 million in amplifying the toxicity of CoV and its chimeric derivatives.

From 2011 until the alleged COVID-19 pandemic, Dr. Fauci has routinely lamented about the inadequacy of public funding for his vaccine programs and the public’s general unwillingness to succumb to his insistence that everyone MUST be vaccinated against influenza. Despite repeated appropriations to advance vaccine dependency, his efforts have been largely unsuccessful. NIAID – under Dr. Fauci’s direct authorization – encouraged UNC Chapel Hill and Dr. Baric’s lab to ignore the GoF moratorium in a letter dated October 21, 2014. At that time, Drs. Fauci, Baric and EcoHealthAlliance’s Peter Daszak were in possession of an extremely dangerous Chinese pathogen identified a year earlier in Wuhan.²

While many illegal acts were committed by the conspirators leading up to 2015, the domestic terrorism program (in violation of 18 USC § 2339) was announced by NIAID-funded Daszak at the National Academy of Sciences. Here, he announced what was to become the domestic and global terrorism event branded COVID-19.

¹ We note that gain-of-function specialist, Dr. Ralph Baric, was both the recipient of millions of dollars of U.S. research grants from several federal agencies and sat on the World Health Organization’s International Committee on Taxonomy of Viruses (ICTV) and the *Coronaviridae* Study Group (CSG). In this capacity, he was both responsible for determining “novelty” of clades of virus species but directly benefitted from determining declarations of novelty in the form of new research funding authorizations and associated patenting and commercial collaboration. Together with CDC, NIAID, WHO, academic and commercial parties (including Johnson & Johnson; Sanofi and their several coronavirus patent-holding biotech companies; Moderna; Pfizer; Merck; BioNTech; AstraZeneca; Janssen; Ridgeback; Gilead (Dr. Baric’s alter ego); Sherlock Biosciences; and others), a powerful group of interests constituted what are “interlocking directorates” under U.S. anti-trust laws. Further, most of these entities, including the Federal Government ones violated 35 USC § 200-206 by failing to disclose Federal Government interest in the remedies proposed.

These entities were affiliated with the WHO’s Global Preparedness Monitoring Board (GPMB) whose members were instrumental in the Open Philanthropy-funded global coronavirus pandemic “desk-top” exercise EVENT 201 in October 2019. This event, funded by the principal investor in Sherlock Biosciences (a beneficiary of the SARS CoV-2 EUA for CRISPR technology) and linking interlocking funding partner, the Bill and Melinda Gates Foundation into the GPMB mandated a respiratory disease global preparedness exercise to be completed by September 2020 and alerted us to anticipate an “epidemic” scenario. We expected to see such a scenario emerge from Wuhan or Guangdong China, northern Italy, Seattle, New York or a combination thereof, as Dr. Zhengli Shi and Dr. Baric’s work on zoonotic transmission of coronavirus identified overlapping mutations in coronavirus in bat populations located in these areas.

² By October 2013, the Wuhan Institute of Virology 1 coronavirus S1 spike protein was described in NIAID’s funded work in China. This work involved NIAID, USAID, and Peter Daszak, the head of EcoHealth Alliance. This work, funded under R01AI079231, was pivotal in isolating and manipulating viral fragments selected from sites across China which contained high risk for severe human response. (Ge, XY., Li, JL., Yang, XL. *et al.* Isolation and characterization of a bat SARS-like coronavirus that uses the ACE2 receptor. *Nature* **503**, 535–538 (2013).) The GoF work NIAID allowed to persist in the face of the moratorium was Dr. Baric’s work with this pathogen

*“...until an infectious disease crisis is very real, present, and at an emergency threshold, it is often largely ignored. **To sustain the funding base beyond the crisis, he said, we need to increase public understanding of the need for MCMs such as a pan-influenza or pan-coronavirus vaccine. A key driver is the media, and the economics follow the hype. We need to use that hype to our advantage to get to the real issues. Investors will respond if they see profit at the end of process, Daszak stated.**”³*

It is not surprising that one year later NIAID’s funding paid off with Dr. Baric’s lab announcing that the Wuhan-derived pathogen was “poised for human emergence”.⁴

Knowing that the U.S. Department of Health and Human Services (through CDC, NIH, NIAID, and their funded laboratories and commercial partners) had patents on each proposed element of medical counter measures and their funding, Dr. Fauci, Dr. Gao (China CDC), and Dr. Elias (Bill and Melinda Gates Foundation) conspired to commit acts of terror on the global population – including the citizens of the United States – when, in September 2019, they published the following mandate in **A World At Risk**:

“Countries, donors and multilateral institutions must be prepared for the worst. A rapidly spreading pandemic due to a lethal respiratory pathogen (whether naturally emergent or accidentally or deliberately released) poses additional preparedness requirements. Donors and multilateral institutions must ensure adequate investment in developing innovative vaccines and therapeutics, surge manufacturing capacity, broad-spectrum antivirals and appropriate non-pharmaceutical interventions. All countries must develop a system for immediately sharing genome sequences of any new pathogen for public health purposes along with the means to share limited medical countermeasures across countries.

Progress indicator(s) by September 2020

- *Donors and countries commit and identify timelines for: financing and development of a universal influenza vaccine, broad spectrum antivirals, and targeted therapeutics. WHO and its Member States develop options for standard procedures and timelines for sharing of sequence data, specimens, and medical countermeasures for pathogens other than influenza.*
- *Donors, countries and multilateral institutions develop a multi-year plan and approach for strengthening R&D research capacity, in advance of and during an epidemic.*
- *WHO, the United Nations Children’s Fund, the International Federation of Red Cross and Red Crescent Societies, academic and other partners identify strategies for increasing capacity and integration of social science approaches and researchers across the entire preparedness/response continuum.”⁵*

As if to confirm the utility of the September 2019 demand for “financing and development of” vaccine and the fortuitous SARS CoV-2 alleged outbreak in December of 2019, Dr. Fauci began gloating that his fortunes for

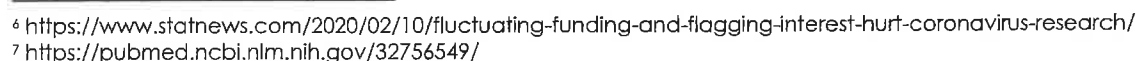
³ Forum on Medical and Public Health Preparedness for Catastrophic Events; Forum on Drug Discovery, Development, and Translation; Forum on Microbial Threats; Board on Health Sciences Policy; Board on Global Health; Institute of Medicine; National Academies of Sciences, Engineering, and Medicine. Rapid Medical Countermeasure Response to Infectious Diseases: Enabling Sustainable Capabilities Through Ongoing Public- and Private-Sector Partnerships: Workshop Summary. Washington (DC): National Academies Press (US); 2016 Feb 12. 6, Developing MCMs for Coronaviruses. Available from: <https://www.ncbi.nlm.nih.gov/books/NBK349040/>

⁴ Menachery VD, Yount BL Jr, Sims AC, Debbink K, Agnihothram SS, Gralinski LE, Graham RL, Scobey T, Plante JA, Royal SR, Swanstrom J, Sheahan TP, Pickles RJ, Corti D, Randell SH, Lanzavecchia A, Marasco WA, Baric RS. 2016. SARS-like WIV1-CoV poised for human emergence. **Proc Natl Acad Sci U S A**. 2016 Mar 14. pii: 201517719

⁵ https://apps.who.int/gpmb/assets/annual_report/GPMB_annualreport_2019.pdf (page 8)

*"The emergence of the new virus is going to change that figure, likely considerably, Fauci said. "I don't know how much it's going to be. But I think it's going to generate more sustained interest in coronaviruses because it's very clear that coronaviruses can do really interesting things."*⁶

To finalize the nature of the racketeering and anti-trust criminal conspiracy, when it came time to commercialize the NIH and DARPA owned spike protein and pass it off as a “vaccine” (in conflict with the standard for vaccines in statutory and scientific application), the Operation Warp Speed contract was awarded to DoD contraction ATI, a subsidiary of ANSER. In a graph reminiscent of the anti-trust hearings at the formation of the Clayton Act in the early 20th century, the identity of the interlocking conflicts of interests are presented in graphic relief. It is with no surprise that the result of this price-fixing conspiracy was the enrichment of the conspiring parties and the harm of consumers.



Indeed, ***the money followed the hype*** and they ***used the hype to get to the real issues***. ***Investors follow where they see profit at the end of the process.***

And real Americans are dying each day because a criminal organization unleashed terror resulting in the deaths of Americans.

18 U.S.C. § 2331 §§ 802 – Acts of Domestic Terrorism resulting in death of American Citizens

Pub. L. No. 107-52 expanded the definition of terrorism to cover "domestic," as opposed to international, terrorism. A person engages in domestic terrorism if they do an act "dangerous to human life" that is a violation of the criminal laws of a state or the United States, if the act appears to be intended to: (i) intimidate or coerce a civilian population; (ii) influence the policy of a government by intimidation or coercion;

Every single Act, the declaration of the State of Emergency, the Emergency Use Authorization, the fraudulent face masks, the business closures, and the OSHA and CMS vaccine mandates are ALL admitted by the conspirators to be acts to coerce the population into taking a vaccine. Further, these acts disrupted the democracy of the United States of American and resulted in the violation of 18 USC § 2384. The conspirators announced it in 2015, then prepared the pathogen in 2016, and laid out the terror campaign in September 2019. And now they profit from the death of Americans.

There Is a Newer Version of this Chapt... ▾

[View Our Newest Version Here](#) >

2022 Revised Code of Washington

Title 69 - Food, Drugs, Cosmetics, and Poisons

Chapter 69.40 - Poisons and Dangerous Drugs.

[< Previous](#)

[Next >](#)

- 69.40.010 - Poison in edible products.
- 69.40.015 - Poison in edible products—Penalty.
- 69.40.020 - Poison in milk or food products—Penalty.
- 69.40.025 - Supplementary to existing laws—Enforcement.
- 69.40.030 - Placing poison or other harmful object or substance in food, drinks, medicine, or water—Penalty.
- 69.40.055 - Selling repackaged poison without labeling—Penalty.

NOTES:

Pharmacists: Chapter 18.64 RCW.

Poison information centers: Chapter 18.76 RCW.

Poisoning animals—Strychnine sales: RCW 16.52.190 and 16.52.193.

Washington pesticide application act: Chapter 17.21 RCW.

[< Previous](#)

[Next >](#)

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Placing poison or other harmful object or substance in food, drinks, medicine, or water
—Penalty.

(1) Every person who willfully mingles poison or places any harmful object or substance, including but not limited to pins, tacks, needles, nails, razor blades, wire, or glass in any food, drink, medicine, or other edible substance intended or prepared for the use of a human being or who shall knowingly furnish, with intent to harm another person, any food, drink, medicine, or other edible substance containing such poison or harmful object or substance to another human being, and every person who willfully poisons any spring, well, or reservoir of water, is guilty of a class B felony and shall be punished by imprisonment in a state correctional facility for not less than five years or by a fine of not less than one thousand dollars.

(2) *This act shall not apply to the employer or employers of a person who violates this section without such employer's knowledge.

[2003 c 53 s 321; 1992 c 7 s 48; 1973 c 119 s 1; 1909 c 249 s 264; RRS s 2516. Prior: Code 1881 s 802; 1873 p 185 s 27; 1869 p 202 s 25; 1854 p 79 s 25.]

NOTES:

***Reviser's note:** "this act" refers to the 1973 c 119 s 1 amendment to this section.

Intent—Effective date—2003 c 53: See notes following RCW 2.48.180.

Vaccine	Contains	Source: Manufacturer's P.I. Dated
Influenza (FluMist) Quadrivalent	ethylene diamine tetraacetic acid (EDTA), monosodium glutamate, hydrolyzed porcine gelatin, arginine, sucrose, dibasic potassium phosphate, monobasic potassium phosphate, gentamicin sulfate, egg protein	July 2013
Japanese Encephalitis (Ixiaro)	aluminum hydroxide, Vero cells, protamine sulfate, formaldehyde, bovine serum albumin, sodium metabisulphite, sucrose	May 2013
Meningococcal (MCV4- Menactra)	formaldehyde, phosphate buffers, Mueller Hinton agar, Watson Scherp media, Modified Mueller and Miller medium, detergent, alcohol, ammonium sulfate	April 2013
Meningococcal (MCV4- Menveo)	formaldehyde, amino acids, yeast extract, Franz complete medium, CY medium	August 2013
Meningococcal (MPSV4- Menomune)	thimerosal (multi-dose vial only), lactose, Mueller Hinton casein agar, Watson Scherp media, detergent, alcohol	April 2013
Meningococcal (MenB – Bexsero)	aluminum hydroxide, <i>E. coli</i> , histidine, sucrose, deoxycholate, kanomycin	2015
Meningococcal (MenB – Trumenba)	polysorbate 80, histidine, <i>E. coli</i> , fermentation growth media	October 2015
MMR (MMR-II)	Medium 199 (vitamins, amino acids, fetal bovine serum, sucrose, glutamate), Minimum Essential Medium, phosphate, recombinant human albumin, neomycin, sorbitol, hydrolyzed gelatin, chick embryo cell culture, WI-38 human diploid lung fibroblasts	June 2014
MMRV (ProQuad)	sucrose, hydrolyzed gelatin, sorbitol, monosodium L-glutamate, sodium phosphate dibasic, human albumin, sodium bicarbonate, potassium phosphate monobasic, potassium chloride, potassium phosphate dibasic, neomycin, bovine calf serum, chick embryo cell culture, WI-38 human diploid lung fibroblasts, MRC-5 cells	March 2014
Pneumococcal (PCV13 – Prevnar 13)	casamino acids, yeast, ammonium sulfate, Polysorbate 80, succinate buffer, aluminum phosphate, soy peptone broth	January 2014
Pneumococcal (PPSV-23 – Pneumovax)	phenol	May 2014
Polio (IPV – Ipol)	2-phenoxyethanol, formaldehyde, neomycin, streptomycin, polymyxin B, monkey kidney cells, Eagle MEM modified medium, calf serum protein, Medium 199	May 2013
Rabies (Imovax)	Human albumin, neomycin sulfate, phenol red indicator, MRC-5 human diploid cells, beta-propiolactone	April 2013
Rabies (RabAvert)	β -propiolactone, potassium glutamate, chicken protein, egg protein, neomycin, chlortetracycline, amphotericin B, human serum albumin, polygeline (processed bovine gelatin), sodium EDTA, bovine serum	March 2012
Rotavirus (RotaTeq)	sucrose, sodium citrate, sodium phosphate monobasic monohydrate, sodium hydroxide, polysorbate 80, cell culture media, fetal bovine serum, vero cells [DNA from porcine circoviruses (PCV) 1 and 2 has been detected in RotaTeq. PCV-1 and PCV-2 are not known to cause disease in humans.]	June 2013
Rotavirus (Rotarix)	amino acids, dextran, sorbitol, sucrose, calcium carbonate, xanthan, Dulbecco's Modified Eagle Medium (potassium chloride, magnesium sulfate, ferric (III) nitrate, sodium phosphate, sodium pyruvate, D-glucose, concentrated vitamin solution, L-cystine, L-tyrosine, amino acids solution, L-glutamine, calcium chloride, sodium hydrogenocarbonate, and phenol red) [Porcine circovirus type 1 (PCV-1) is present in Rotarix. PCV-1 is not known to cause disease in humans.]	May 2014
Smallpox (Vaccinia – ACAM2000)	human serum albumin, mannitol, neomycin, glycerin, polymyxin B, phenol, Vero cells, HEPES	September 2009

B

Vaccine Excipient & Media Summary

Excipients Included in U.S. Vaccines, by Vaccine

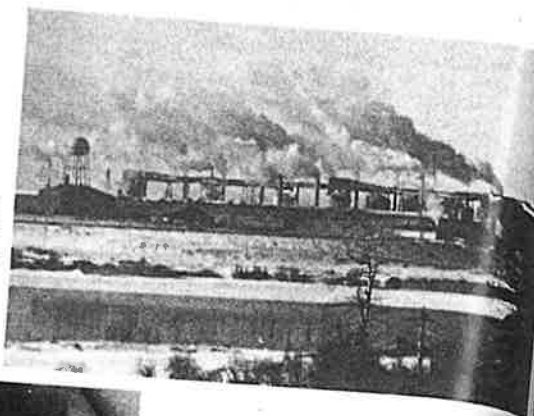
This table includes not only vaccine ingredients (e.g., adjuvants and preservatives), but also substances used during the manufacturing process, including vaccine-production media, that are removed from the final product and present only in trace quantities.
In addition to the substances listed, most vaccines contain Sodium Chloride (table salt).

Last Updated February 2015

All reasonable efforts have been made to ensure the accuracy of this information, but manufacturers may change product contents before that information is reflected here. If in doubt, check the manufacturer's package insert.

Vaccine	Contains	Source: Manufacturer's P.I. Dated
Adenovirus	sucrose, D-mannose, D-fructose, dextrose, potassium phosphate, plasdone C, anhydrous lactose, micro crystalline cellulose, polacrillin potassium, magnesium stearate, cellulose acetate phthalate, alcohol, acetone, castor oil, FD&C Yellow #6 aluminum lake dye, human serum albumin, fetal bovine serum, sodium bicarbonate, human-diploid fibroblast cell cultures (WI-38), Dulbecco's Modified Eagle's Medium, monosodium glutamate	March 2011
Anthrax (Biothrax)	aluminum hydroxide, benzethonium chloride, formaldehyde, amino acids, vitamins, inorganic salts and sugars	May 2012
BCG (Tice)	glycerin, asparagine, citric acid, potassium phosphate, magnesium sulfate, Iron ammonium citrate, lactose	February 2009
DT (Sanofi)	aluminum potassium sulfate, peptone, bovine extract, formaldehyde, thimerosal (trace), modified Mueller and Miller medium, ammonium sulfate	December 2005
DTaP (Daptacel)	aluminum phosphate, formaldehyde, glutaraldehyde, 2-Phenoxyethanol, Stainer-Scholte medium, modified Mueller's growth medium, modified Mueller-Miller casamino acid medium (without beef heart infusion), dimethyl 1-beta-cyclodextrin, ammonium sulfate	October 2013
DTaP (Infanrix)	formaldehyde, glutaraldehyde, aluminum hydroxide, polysorbate 80, Fenton medium (containing bovine extract), modified Latham medium (derived from bovine casein), modified Stainer-Scholte liquid medium	November 2013
DTaP-IPV (Kinrix)	formaldehyde, glutaraldehyde, aluminum hydroxide, Vero (monkey kidney) cells, calf serum, lactalbumin hydrolysate, polysorbate 80, neomycin sulfate, polymyxin B, Fenton medium (containing bovine extract), modified Latham medium (derived from bovine casein), modified Stainer-Scholte liquid medium	November 2013
DTaP-HepB-IPV (Pediarix)	formaldehyde, glutaraldehyde, aluminum hydroxide, aluminum phosphate, lactalbumin hydrolysate, polysorbate 80, neomycin sulfate, polymyxin B, yeast protein, calf serum, Fenton medium (containing bovine extract), modified Latham medium (derived from bovine casein), modified Stainer-Scholte liquid medium, Vero (monkey kidney) cells	November 2013
DTaP-IPV/Hib (Pentacel)	aluminum phosphate, polysorbate 80, formaldehyde, sucrose, glutaraldehyde, bovine serum albumin, 2-phenoxyethanol, neomycin, polymyxin B sulfate, Mueller's Growth Medium, Mueller-Miller casamino acid medium (without beef heart infusion), Stainer-Scholte medium (modified by the addition of casamino acids and dimethyl-beta-cyclodextrin), MRC-5 (human diploid) cells, CMRL 1969 medium (supplemented with calf serum), ammonium sulfate, and medium 199	October 2013
Hib (ActHIB)	ammonium sulfate, formalin, sucrose, Modified Mueller and Miller medium	January 2014
Hib (Hiberix)	formaldehyde, lactose, semi-synthetic medium	March 2012
Hib (PedvaxHIB)	aluminum hydroxophosphate sulfate, ethanol, enzymes, phenol, detergent, complex fermentation medium	December 2010

The Reynolds Metals Company aluminum reduction plant at Akwesasne, New York.
HENRY LICKERS



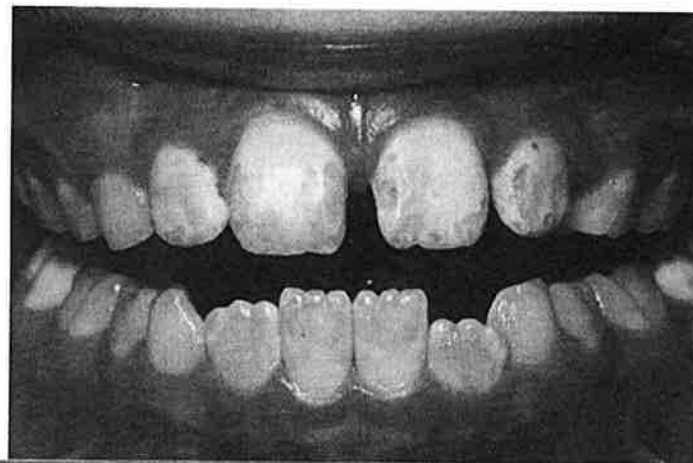
Mohawk child at the Akwesasne reservation in New York, with evidence of fluoride-poisoned teeth.
PROFESSOR LENNART KROOK

Rebuck Darril. 9.

8/1/81



National Fluoridation News, a newspaper edited by George and Edith Waldbott, which connected the vigorous anti-fluoridation movement during the 1960s and 1970s.



Fluoride poisoned teeth, examples of what is known as "dental fluorosis." DR. HARDY LIMEBACK

Staff Report: 157-25

To: Mayor and City Council
From: City Manager
Date: August 4, 2025

Subject

Bid Award - NE 122nd Ave Sewer and Water Improvements - ITB 25-30

Key Points

- The project will provide new sanitary sewer mains and replacement of water mains within the project area.
- The City received 11 bids for the project.
- Staff propose awarding a contract to the lowest, responsive bidder, Halme Excavating, Inc of Battle Ground, WA, at the bid price of \$1,117,708.60.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation

If approved, the NE 122nd Avenue Improvement project will provide new sanitary sewers to 9 properties that do not currently have direct access to public sewer. The project will also replace over 3,300 feet of aging water mains with a history of leaks.

This project was originally advertised for bids in December 2024; however, it was withdrawn prior to award due to concerns related to high groundwater levels in the area. A portion of the sanitary sewer has been re-designed to accommodate a shallower installation depth.

On July 8, 2025, the City received 11 bids for the subject project. The bids ranged between \$1,117,708.60 and \$1,810,151.74. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Halme Excavating, Inc – Battle Ground, WA	\$1,117,708.60
North Cascade Excavating, Inc – Battle Ground, WA	\$1,237,570.93
Jeffries Construction, LLC – Woodland, WA	\$1,243,498.34
Swofford Excavating – Washougal, WA	\$1,245,831.00

Grade Werks Excavating, LLC – Battle Ground, WA	\$1,291,906.13
Advanced Excavating, LLC – Kelso, WA	\$1,374,379.92
Tapani, Inc. – Battle Ground, WA	\$1,423,932.41
Nutter Corporation – Vancouver, WA	\$1,498,286.02
Western United Civil Group, LLC – Yacolt, WA	\$1,597,700.00
Clark and Sons Excavating, Inc. – Battle Ground, WA	\$1,804,092.32
Interlaken, Inc. – Fairview, OR	\$1,810,151.74
<i>Engineers Cost Estimate</i>	\$1,300,000.00

The contractor plans to meet or exceed the 5% apprenticeship requirement by utilizing 280 apprenticeship hours out of the total 3,958 project hours.

Advantage(s)

1. Provide new reliable public sewer to the area.
2. Replace aging water infrastructure with new water mains.

Challenge(s)

None

Budget Impact

Funding for the sanitary sewer improvements was appropriated in the Sewer Construction Fund (PRJ100730) and water improvements in the Water Construction Fund (PRJ100882) during the 2025-2026 Budget adoption and 2025 Supplemental budget processes. Appropriation totals \$1.4 million, exceeding the amount of the low bid.

Prior Council Review

Funding was previously reviewed by Council as part of the 2023-2024 Budget for the Water Construction Fund and 2025-2026 Budget for the Sewer Construction Fund.

Action Requested

On Monday, August 4, 2025, award a construction contract for NE 122nd Avenue Sewer and Water Improvements Project to the lowest responsive bidder, Halme Excavating, Inc., of Battle Ground, WA, at the bid price of \$1,117,708.60, which includes Washington State Sales tax, and authorize the City Manager, or designee, to finalize and execute the contract and authorize any legal action necessary to enforce the terms of the same.

Staff Contact

Sheryl Hale, Engineering Manager, sheryl.hale@cityofvancouver.us

Attachments:

1. ITB25-30_UnExContract
2. NE 122nd Ave. Project Exhibit 11 x 17



CONSTRUCTION CONTRACT # C-102021
BID 25-30: NE 122nd Avenue Improvements for Water and Sewer

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 Halme Excavating, Inc., 22514 NE 72nd Ave., Battle Ground, WA 98604 ("Contractor"). The City and the Contractor may be collectively referred to herein as the "Parties" or individually as a "Party."

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

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 25-30 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on Monday, August 4, 2025 per Staff Report No. ~~##-##~~; and

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

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

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

The Contractor shall furnish and install approximately 3,018 linear feet of 8-inch ductile iron water main, 70 LF of 6-inch ductile iron water main, 30 linear feet of 4-inch ductile iron water main, fire hydrants, and other appurtenances as shown on the Contract Plans and Specifications.

The Contractor shall also furnish and install approximately 400 lineal feet of 8-inch C900 and 362 lineal feet of 8-inch PVC gravity sewer main. The sewer will be installed within the existing City of Vancouver right-of-way, including all laterals, manholes, and all appurtenances as shown on the Contract Plans and Specifications.

The Contractor shall restore the existing pavement where trenching takes place, and grind and replace the existing pavement outside of the trench areas where shown on

the plans, with all associated work completed pursuant to the Contract Plans and Specifications ("Work").

The Work shall be Physically Complete within 70 Working Days from the Notice to Proceed.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.
- 3. E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty days after execution of this Contract. Contractor shall ensure all Contractor employees and any subcontractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
- 4. CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTOR:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all federal, state and municipal laws, rules and regulations whatsoever.

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

- a. Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal.
- b. Have a current Washington Unified Business Identifier (UBI) number.
- c. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350.
- d. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48 or 49.52 RCW.
- e. If applicable, have:
 - i. Industrial Insurance (worker's compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW.
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW.
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW.
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
- f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

5. DELINQUENT STATE TAXES: The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. COMPENSATION AND SCHEDULE OF PAYMENTS: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.8% Washington State Sales Tax (if applicable) \$1,117,708.59 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.	

COVERAGE	LIMITS OF LIABILITY
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000

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. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
 7. City of Vancouver General Requirements and Details for the Design and Construction of Public Sanitary Sewers,

8. City of Vancouver Standard Plans,
9. WSDOT Standard Specifications,
10. WSDOT Standard Plans.

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

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

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

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

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

For the Contractor:
Andrew Halme
Halme Excavating, Inc.
22514 NE 72nd Ave.
Battle Ground, WA 98604
office@halmepnw.com

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Halme Excavating, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

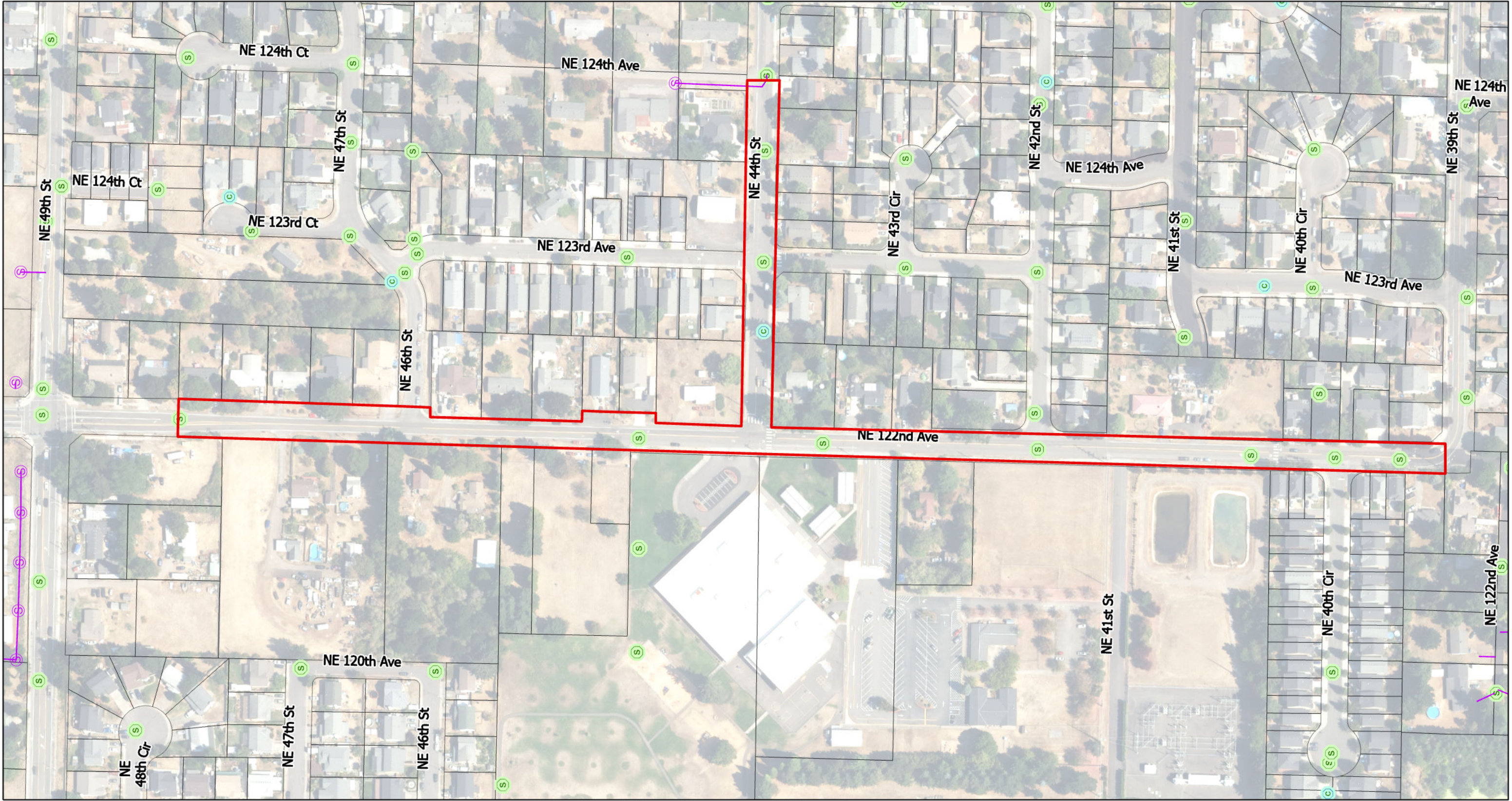
Attest:

Date

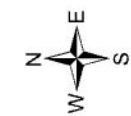
Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney



NE 122nd Ave. Sewer and Water Improvements



Staff Report: 158-25

To: Mayor and City Council
From: City Manager
Date: August 4, 2025

Subject

Bid Award - Trunk G2 Sewer Diversion - ITB 25-31

Key Points

- The project will abandon an existing 1947 sanitary sewer line that crosses through multiple private properties and was installed at significant depths and replace it with a new sewer main within City right-of-way.
- The City received 4 bids for the project.
- Staff propose awarding a contract to the lowest, responsive bidder, Tapani, Inc of Battle Ground, WA, at the bid price of \$2,014,933.57.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation

The G2 Trunk sewer conveys wastewater from the Harney Heights neighborhood to the Marine Park Treatment Facility. The existing pipes were installed in 1947 prior to residential development and at a depth of 30 feet in some locations. When residential developments occurred in the 1960's, portions of the sewer pipes crossed several private properties. The proposed G2 Trunk Diversion project will relocate the sewer line to a new alignment within the public rights-of-way along Idaho Street and North Devine Road. This realignment will improve access for maintenance and operations, as well as eliminate the need for the public sewer system to cross multiple private properties. The existing sewer pipes will be abandoned in place.

On July 1, 2025, the City received 4 bids for the subject project. The bids ranged between \$2,014,933 and \$2,210,809. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Tapani, inc, Battle Ground, WA	\$2,014,933.57
Nutter Corporation, Vancouver, WA	\$2,095,471.68
James W. Fowler Co., Dallas, OR	\$2,137,633.86
Colf Construction, LLC, Vancouver, WA	\$2,210,809.47
<i>Engineers Cost Estimate</i>	\$3,000,000.00

The contractor plans to meet or exceed the 15% apprenticeship goal by utilizing 865 apprenticeship

hours out of the total 5,719 project hours.

Advantage(s)

1. Provide efficiency in maintenance and operations with improved access.
2. Remove the need for easements across private properties.

Challenge(s)

None

Budget Impact

Funds for the sanitary sewer improvements (PRJ100848 SWR - G2 Sewer Basin/Trunk Interceptor Realignment) were appropriated in the Sewer Construction Fund, Capital Improvement Program 2025-2026 Budget.

Prior Council Review

Funding previously reviewed by Council as part of the 2025-2026 Sewer Construction Fund Capital Budget.

Action Requested

On Monday, August 4, 2025, award a construction contract for the G2 Trunk Diversion project to the lowest responsive and responsible bidder, Tapani, Inc of Battle Ground, WA at their bid price of \$2,014,933.57, which includes Washington State sales tax, and authorize the City Manager or designee to finalize and execute a contract and authorize any legal action necessary to enforce the terms of the same.

Staff Contact

Sheryl Hale, Engineering Manager, sheryl.hale@cityofvancouver.us

Attachments:

1. ITB25-31_UnExContract
2. Trunk G2 Sewer Diversion Project Boundary Map



**CONSTRUCTION CONTRACT # C-102020
BID 25-31: Trunk G2 Sewer Diversion Project**

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Tapani, Inc., 1705 SE 9th Avenue, Battle Ground, WA 98604 (hereinafter referred to as the "Contractor"). The City and the Contractor may be collectively referred to herein as the "Parties" or individually as a "Party."

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

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 25-31 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on Monday, August 4, 2025 per Staff Report No. ~~##-##~~; and

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

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

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

The Contractor shall furnish and install approximately 1,575 linear feet (LF) of 8-inch, 816 LF of 10-inch, and 20 LF of 12-inch gravity sewer main, manholes, lateral replacement, shoring, connection to existing 54-inch trunk sewer, dewatering, bypass pumping, traffic control, surface restoration, abandonment of approximately 2,610 LF of 24-in and smaller diameter gravity sanitary sewer main and 12 sewer manholes, and all other associated work in accordance with the Contract Plans and Specifications("Work").

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

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

3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty days after execution of this Contract. Contractor shall ensure all Contractor employees and any subcontractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTOR:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all federal, state and municipal laws, rules and regulations whatsoever.

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

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

satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.8% Washington State Sales Tax (if applicable) \$2,014,933.57 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

COVERAGE	LIMITS OF LIABILITY
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000

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.

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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. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
 7. City of Vancouver General Requirements and Details for the Design and Construction of Public Sanitary Sewers,
 8. City of Vancouver Standard Plans,
 9. WSDOT Standard Specifications,
 10. WSDOT Standard Plans.

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

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications and standards, the reference shall be construed to mean the code, rule,

specification or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

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

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

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

For the Contractor:
Lance Tapani
Tapani, Inc.
1705 SE 9th Avenue
Battle Ground, WA 98604
bidadmin@tapani.com

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Tapani, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

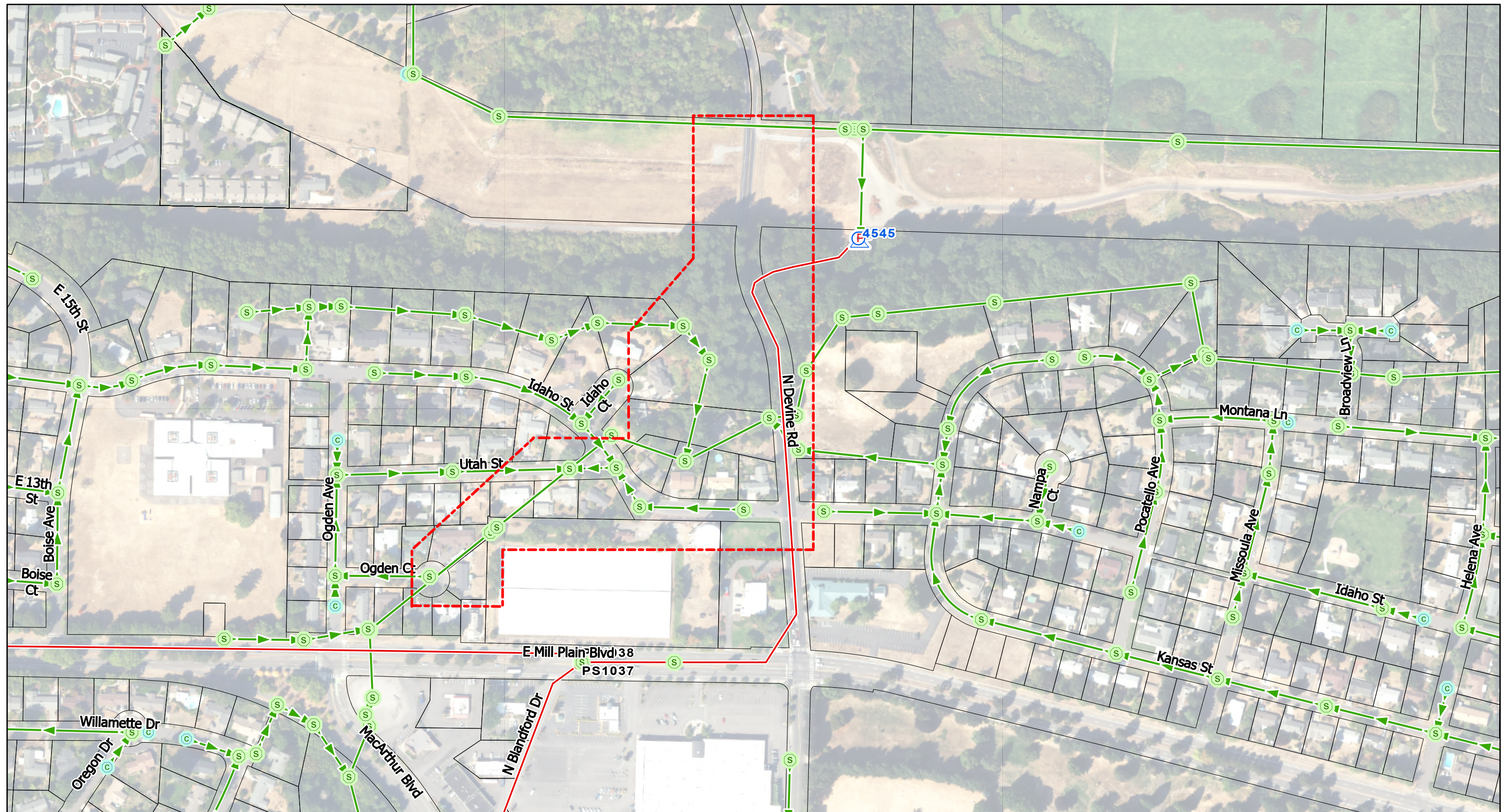
Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney



G-2 Trunk Alignment Project Boundary Map



Staff Report: 159-25

To: Mayor and City Council
From: City Manager
Date: August 4, 2025

Subject

Contract Amendment - United Rentals for Hygiene Units at Safe Stay and Safe Park Communities - C-101224

Key Points

- City staff would like to continue to rent modular/mobile shower/restroom units for the three Safe Stay Communities and one Safe Park site. These sites do not have easy access to water/sewer connection, so having self-contained units is a better fit for those locations.
- By providing hygiene units, this provides a critical service to those who were living outside. This brings sanitation and a healthier living environment which helps to improve the lives of our residents.
- The City Council is also being asked to approve the spending limit by \$636,383 to a new not-to-exceed amount of \$1,651,737, which is a 1.7% CPI increase. This will cover the next year's worth of rentals and service.

Strategic Plan Alignment

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

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation

A part of the Vancouver Homeless Plan calls for the establishment of Safe Stay Community sites where residents are provided shelter and personal hygiene facilities and are given access to social service providers to assist them in transitioning to permanent housing.

To date, all the Safe Stay Communities have been established, and a critical part of each site is to provide restrooms and showers. This service has improved sanitation and the health of our residents, who have to go without.

Advantage(s)

1. Improves service delivery of Safe Stay and Safe Park Communities, which are a key part of the Homelessness Plan.
2. Provides conditions more conducive to stabilization, and better outcomes for residents.

Challenge(s)

Residents would not have access to showers and would only have port-a-toilets and handwashing stations. This is not as hygienic as it could be.

Budget Impact

This amendment increases the contract by \$636,383 to \$1,651,737. Budget has been appropriated in the 2025/2026 biennium budget, and no additional funds will be requested.

Prior Council Review

August 26, 2024 - Consent

Action Requested

On Monday, Monday, August 4, 2025, authorize the City Manager, or designee, to execute a contract amendment for rental, waste removal and water fills of restroom/shower units (hygiene) to our safe stay and safe park communities.

Staff Contact

Kimbra Ledbetter, Financial Analyst, Kimbra.Ledbetter@cityofvancouver.us

Attachments:

1. Amendment No. 5
2. Amendment No. 4 Executed
3. Amendment No. 3 Executed
4. Amendment No. 2 Executed
5. Amendment No. 1 Executed
6. Shower Restroom Laundry Contract Final - United Site Services Signed



**Purchase Agreement C-101224
Amendment No. 5
Shower, Restroom and Laundry Units Rebid**

This fifth amendment ("Amendment") amends the Purchase Agreement number C-101224 ("Agreement") between the City of Vancouver, ("City"), and United Site Services of Nevada, Inc., a Nevada corporation doing business as United Site Services ("Contractor") and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

Recitals

1. The City desires to amend the Agreement to include certain terms related to the provision of the Contractor's services ("work").
2. The City desires to increase the total amount of compensation Contractor may receive under the Agreement.

Therefore, this Amendment amends the Agreement as follows:

1. Section 1 Statement of Work is amended as follows:

The Contractor agrees to provide the City all materials and services set forth in the scope of work described in the Agreement and in Schedule B (attached as Exhibit A to this Amendment), and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively, the "Work").

This agreement is for the rental, delivery and servicing of restroom, shower, and laundry solutions including non-plumbed and water heater options as described in Schedule B.

2. Section 4 General Requirements is amended to add Section 4(a) and 4(b) as follows:

4(a) Services Warranty: Contractor shall exercise the same degree of skill and diligence used by service providers performing the same or similar services. Contractor shall re-perform any Services that breach this warranty at no cost to City.

4(b) Audit: Contractor shall maintain and provide records related to this Agreement to City or any other governmental agency with jurisdiction for audit upon City's reasonable request.

4(c) Subcontractors: Contractor may subcontract for Work with City's prior written approval. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

3. Section 5 Purchase Order is amended to **Section 5 Purchase Orders and Contractor Invoices** as follows:

Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense. For services, Contractor shall submit monthly invoices to City to the Kimbra Ledbetter, by email to kimbra.ledbetter@cityofvancouver.us. Payment to the Contractor for the Work described in this Agreement shall not exceed \$1,651,737.00 USD.

4. Section 18 Proprietary and Confidential Information is deleted in its entirety and replaced with **Section 18 Public Disclosure Compliance** as follows:

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

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

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

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

18.4 City Data Confidentiality. Notwithstanding Section 18.1-3, Contractor will maintain the confidentiality of all City Data in its possession. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City that incorporates the data City provides to Contractor. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data.

5. Section 34 Nondiscrimination is deleted in its entirety and replaced with **Section 34 Equal Employment Opportunity** as follows:

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

6. Section 38 Order of Precedence is added to the Agreement as follows:

The order of precedence for this Agreement is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or Invoice provided by Contractor are not part of this Agreement.

7. Entire Agreement. All unamended terms in the Agreement or any earlier amendment remain in full force and effect. This Amendment, together with the Agreement and any earlier amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
United Site Services of Nevada, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

City Attorney, City Attorney's Office,

Exhibit A to the Amendment

SCHEDULE B: NON-PLUMBED RENTAL UNITS

Item No.	Estimated Quantity	Item Description	Monthly Price Per Unit	One Time Shipping Costs to Vancouver, WA	One Time Retrofit Pod Cost	Replacement Cost
1.	1 EA	WCA Combo Trailer	\$3,455.77	\$3,051.00	\$0.00	\$66,105.00
2.	1 EA	WCA Laundry Pod	\$5,085.00	\$3,051.00	\$13,221	\$66,105.00
3.	1 EA	ADA Combo	\$3,915.45	\$3,559.50	\$0.00	\$50,850.00
4.	1 EA	Gold ADA Combo	\$3,455.77	\$3,559.50	\$0.00	\$50,850.00
5.	1 EA	Small Gold Combo Trailer	\$3,455.77	\$1,017.00	\$0.00	\$50,850.00
6.	1 EA	250 Gal HT	\$40.68	\$61.02	\$0.00	\$1,220.40

Services Costs

Monthly cost for per unit for once-a-week waste removal: \$508.50

Monthly cost for per unit for once-a-week waste removal and water fills: \$533.93

Delivery: 45 days from receipt of purchase order.

WCA Combo Trailer includes: 1 toilet, 1 sink, 1 shower.

WCA Laundry Trailer includes: 2 washers and 2 dryers at ground level, 2 washers and 2 dryers stacked.

ADA combo pod includes: 1 shower, 1 toilet, 1 sink.

Gold ADA Combo Trailer: 1 ADA Compliant Shower, toilet, sink with internal Gray Water tank 245 gal, Black Water tank 196 gal and Fresh Water Tank 250 gal. Winter package included.

Small Gold Combo Trailer includes: 3 stalls, each with a toilet, sink and, shower.

Pumping will be performed within a 4–8-hour window agreed upon in writing by United Site Services and City of Vancouver Personnel.



**Purchase Agreement C-101224
Amendment No. 4
Safe Stay/Safe Park Shower, Restroom and Laundry Units**

This fourth amendment ("Amendment") amends the Purchase Agreement number C-101224 ("Agreement") between the City of Vancouver, ("City"), and United Site Services of Nevada, Inc., a Nevada corporation doing business as United Site Services ("Contractor") and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

1. **Section 2 Term of Agreement**, as amended by Amendment 2 to this Agreement, is amended as follows:

This Agreement is effective as of the last signature of the Agreement (June 23, 2023) with an option to extend for four (4) additional one (1) year periods. This Amendment extends the term of the Agreement to June 30, 2026. The maximum term for this Agreement is five (5) years.

2. **Entire Agreement**. All unamended terms in the Agreement or any earlier amendment remain in full force and effect. This Amendment, together with the Agreement and any earlier amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

CITY OF VANCOUVER

A municipal corporation

Signed by:

C084EA446CF9483...
Lori Pluckhahn, City Manager

6/20/2025

Date

Attest:

DocuSigned by:

493E940414AE4BD...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

A17C6F7FA2AC4D4...
Nena Cook, City Attorney, City Attorney's Office

Amendment No. 4

CONTRACTOR:

United Site Services

Signed by:

6975E15BD430489...
Signature

Angela Fleming

Government Bid/Contract Lead

Printed Name /Title

6/10/2025

Date

PURCHASE AGREEMENT C-101224

AMENDMENT No. 3

Safe Stay/Safe Park Shower, Restroom and Laundry Units

This Agreement amends the Purchase Agreement number C-101224 by and between the City of Vancouver, hereinafter referred to as "City", and United Site Services, hereinafter referred to as "Contractor", for goods and services offered.

This amendment amends the original agreement as follows:

- 1 . Increase the authorized amount of the Agreement by \$625,745 to a revised authorized amount of \$1,015,354.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
United Site Services

Signed by:

75A9183485CA467... City Manager

Signed by:

6975E15BD430489... Signature

9/24/2024
Date

Angela Fleming Government Bid/Contract Lead
Printed Name /Title

Attest:

9/11/2024
Date

DocuSigned by:

493E940414AE4BD... City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E31F694A2... ung, City Attorney

SERVICE AGREEMENT C-101224

AMENDMENT No. 2

Safe Park Shower, Restroom, Laundry Units

This Agreement amends the Professional Services Agreement number C-101224 by and between the City of Vancouver, hereinafter referred to as "City", and United Site Services, hereinafter referred to as "Contractor", for services offered.

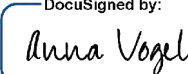
This amendment amends the original agreement as follows:

- 1. **Amend** the language contained in Section 2, Term of Agreement, with language in herein:
 - Termination date of agreement extended to 6/22/2025.
- 2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
United Site Services

DocuSigned by:

7C05B7FF675849B...
Anna L. Vogel, Procurement Manager

3/6/2024

Date

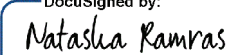

Digitally signed by Angela L. Fleming
DN: E=Angela.Fleming@unitedsiteservices.com,
CN=Angela L. Fleming, OU=CorporateOffice,
OU=USS Users, DC=ussl-corp, DC=com
Date: 2024.03.06 09:16:20-05'00'

Signature Angela Fleming
Government Bid/Contract Lead
govteam@unitedsiteservices.com

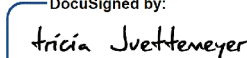
Printed Name /Title

Attest:

6 Mar 24
Date

DocuSigned by:

BCF6734E40E94AE...
Natasha Kamras, City Clerk

Approved as to form:

DocuSigned by:

E1935B9517E94D2...
Tricia Juettemeyer, Assistant City Attorney

AMENDMENT No. 1

Shower, Restroom, Laundry Units Rebid

This Agreement amends the contract number C-101224 by and between the City of Vancouver, hereinafter referred to as "City", and United Site Services of Nevada hereinafter referred to as "Contractor", whose address is 12210 SE Knez way Clackamas, OR 97015 for services offered.

This amendment amends the original agreement as follows:

1. **Amend** the language contained in Section 1, Statement Of Work by adding the following language:

Safe Stay Site 1: Requires 1 ADA shower/restroom, 1 standard shower/restroom and, if possible, a laundry unit. This site will accommodate a 34ft x 8ft unit.

2. **Replace** Schedule B attached hereto and incorporated by this reference.

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

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



Eric Holmes, City Manager

10/24/2023

Date

Attest:

DocuSigned by:

Natasha Ramras

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



Jonathan Young, City Attorney

CONTRACTOR:

United Site Services of Nevada

DocuSigned by:



Signature

Government Bid/Contract Lead

Printed Name /Title

10/24/2023

Date

STATEMENT OF WORK: The Contractor agrees to provide the City all materials set forth in the scope of work described below, and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

This agreement is for the rental and delivery of restroom, shower, and laundry solutions including plumbed/non-plumbed and water heater options. The City desires each site to, at a minimum, include:

Safe Stay Site 1: Requires 1 ADA shower/restroom, 1 standard shower/restroom and, if possible, a laundry unit. This site will accommodate a 34ft x 8ft unit.

Safe Stay Site 2: Requires 1 ADA shower/restroom, 1 standard shower/restroom and, if possible, a laundry unit. This site will accommodate a 34ft x 8ft unit. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

Safe Stay Site 4: Requires 1 ADA shower/restroom, 1 standard shower/restroom and optional laundry with 2 washer/dryer units. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

Safe Park 1: Requires 1 ADA shower/restroom, 1 standard shower/restroom and optional laundry with 2 washer/dryer units, will accommodate 40 feet. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

If additional amenities can fit within the space of each site the City may request additional options for expanding the options listed above.

SCHEDULE B: NON-PLUMBED RENTAL UNITS

Item No.	Estimated Quantity	Item Description	Monthly Price Per Unit	One Time Shipping Costs to Vancouver, WA	One Time Retrofit Pod Cost	Replacement Cost
1.	1 EA	WCA Combo Trailer	\$3,398.00	\$3,000.00	\$0.00	\$65,000.00
2.	1 EA	WCA Laundry Pod	\$5,000.00	\$3,000.00	\$13,000	\$65,000.00
3.	1 EA	ADA Combo	\$3,850.00	\$3,500.00	\$0.00	\$50,000.00
4.	1 EA	Gold ADA Combo	\$3,398.00	\$3,500.00	\$0.00	\$50,000.00
5.	1 EA	Small Gold Combo Trailer	\$3,398.00	\$1,000	\$0.00	\$50,000.00
6.	1 EA	250 Gal HT	\$40.00	\$60.00	\$0.00	\$1,200

Services Costs

Monthly cost for per unit for once-a-week waste removal: \$500

Monthly cost for per unit for once-a-week waste removal and water fills: \$525

Delivery: 45 days from receipt of purchase order.

WCA Combo Trailer includes: 1 toilet, 1 sink, 1 shower.

WCA Laundry Trailer includes: 2 washers and 2 dryers at ground level, 2 washers and 2 dryers stacked.

ADA combo pod includes: 1 shower, 1 toilet, 1 sink.

Gold ADA Combo Trailer: 1 ADA Compliant Shower, toilet, sink with internal Gray Water tank 245 gal, Black Water tank 196 gal and Fresh Water Tank 250 gal. Winter package included.

Small Gold Combo Trailer includes: 3 stalls, each with a toilet, sink and, shower.

Pumping will be performed within a 4–8-hour window agreed upon by United Site Services and City of Vancouver Personnel.



CITY OF VANCOUVER
PURCHASE AGREEMENT # C-101224
Shower, Restroom, Laundry Units Rebid

This agreement for the purchase of commodities (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, WA (hereinafter referred to as the "City") and United Site Services (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide the commodities requested as described in this Agreement; and

WHEREAS, the City advertised and issued Request for Proposals, numbered 3-23 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of providing the required commodities; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to provide the commodities described herein and warranties and guarantees to the full satisfaction of 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 agrees to provide the City all materials set forth in the scope of work described below, and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

This agreement is for the rental and delivery of restroom, shower, and laundry solutions including plumbed/non-plumbed and water heater options. The City desires each site to, at a minimum, include:

Safe Stay Site 2: Requires 1 ADA shower/restroom, 1 standard shower/restroom and, if possible, a laundry unit. This site will accommodate a 34ft x 8ft unit. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

Safe Stay Site 4: Requires 1 ADA shower/restroom, 1 standard shower/restroom and optional laundry with 2 washer/dryer units. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

Safe Park 1: Requires 1 ADA shower/restroom, 1 standard shower/restroom and optional laundry with 2 washer/dryer units, will accommodate 40 feet. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

If additional amenities can fit within the space of each site the City may request additional options for expanding the options listed above.

2. **TERM OF AGREEMENT:** This Contract is effective as of the last signature of the Contract with an option to extend for four (4) additional one (1) year periods. The maximum term for this Agreement is five (5) years.
3. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; the Contractor's responsive proposal to the City's solicitation and the City's solicitation.
4. **GENERAL REQUIREMENTS:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code (VMC), and ordinance of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
5. **PURCHASE ORDER:** Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense.
6. **ORDER QUANTITY:** This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.
7. **PRICES:** The applicable prices are set forth herein and must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request. Request for price increases shall be supported by the applicable Producer Price Index for the Seattle-Tacoma-Bremerton area for the immediate, previous four (4) quarters.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in

the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

- 9. SCHEDULE:** Unless the City requests a change in schedule, the Contractor shall deliver the required commodities and any associated services by the “Delivery Date” stated on the signed purchase order.

In the event that the equipment and related services are not provided and/or delivered in the timelines specified in the Purchase Order, the City reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

- 10. DELIVERY:** All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor’s warranty obligations.

- 11. PAYMENT:** Invoices will be paid at net thirty (30) days after the City’s receipt and acceptance of the completed apparatus and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. No payment shall be due prior to the City’s receipt and acceptance of the materials identified in the invoice thereof.

- 12. TAXES:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.

- 13. ADJUSTMENTS:** The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

- 14. ASSIGNMENT:** This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.

- 15. WAIVER:** The City’s failure to insist on performance of any of 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.

- 16. RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
- 17. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.
- 18. PROPRIETARY AND CONFIDENTIAL INFORMATION:** 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 information that CONTRACTOR has marked as "Proprietary and Confidential," the City shall notify the CONTRACTOR of such request and withhold disclosure of such information for not less than FIVE (5) business days, to permit the CONTRACTOR to seek judicial protection of such information, provided that the CONTRACTOR shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 19. WARRANTIES:** All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date of acceptance by the City. Warranty shall include all costs incurred for repair or replacement except that which is damaged by misuse or abuse. This one (1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

20. TERMINATION FOR CONVENIENCE: The City may terminate this contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon “notice of termination” given by the City.

21. TERMINATION FOR CAUSE: In the event the Supplier is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the Owner reserves the right, upon written notice to the Supplier, 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 Supplier setting forth the manner in which the Supplier is in default. The Supplier will be paid only the contract price for goods rendered in accordance with the manner of performance set forth in the Contract.

If it is later determined by the Owner that the Supplier 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 Supplier, the City after setting up a new delivery or performance schedule, may allow the Supplier to continue work or treat the termination as a termination for convenience.

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

23. EVALUATION AND COMPLIANCE WITH THE LAW: The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

24. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement. The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: <https://secure.dor.wa.gov/>. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: www.cityofvancouver.us/businesslicense or call 360-487-8410 option 3.

25. LIABILITY AND HOLD HARMLESS: Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

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

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

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 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	
<i>Each Claim</i>	<i>\$1,000,000</i>
<i>Annual Aggregate</i>	<i>\$5,000,000</i>

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

27. NOTICES: All notices which are given or required to be given pursuant to this Agreement 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

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Dylan Schmelz

United Site Services

12210 SE Knez Way

Clackamas, OR 97015

Email: Dylan.Schmelz@unitedsiteservices.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

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

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

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

31. GOVERNING LAW/VENUE: This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

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

33. 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.

34. NONDISCRIMINATION: During the term of this Contract, the Supplier agrees as follows: The Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

35. BINDING EFFECT: The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

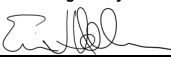
36. REMEDIES CUMULATIVE: Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

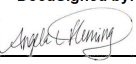
37. SEVERABILITY: Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions, unless the result of same would clearly be contrary to the overall intent of the parties in entering into this Agreement.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
United Site Services

DocuSigned by:

Eric Holmes, City Manager

DocuSigned by:

Signature

6/23/2023
Date

Angela Fleming Government Bid/Contract Lead
Printed Name /Title

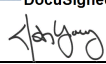
Attest:

6/16/2023
Date

DocuSigned by:

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

Jonathan Young, City Attorney

SCHEDULE B: NON-PLUMBED RENTAL UNITS

Item No.	Estimated Quantity	Item Description	Monthly Price Per Unit	Monthly Cleaning Cost Per Unit	One Time Shipping Costs to Vancouver, WA	One Time Retrofit Pod Cost	Replacement Cost
1.	1 EA	WCA Combo Trailer	\$3,398.00	\$ 525.00	\$3,000.00	\$0.00	\$65,000.00
2.	1 EA	WCA Laundry Pod	\$5,000.00	\$ 525.00	\$3,000.00	\$13,000	\$65,000.00
3.	1 EA	ADA Combo	\$3,850.00	\$525.00	\$3,500.00	\$0.00	\$50,000.00
4.	1 EA	Small Gold Combo Trailer	\$2,950	\$3,136	\$1,000	\$0.00	\$50,000
5.	1 EA	250 Gal HT	\$40.00	\$250.00	\$60.00	\$0.00	\$1,200

Delivery: 45 days from receipt of purchase order.

Monthly Cleaning Cost Per Unit include: two times weekly waste removal and water fills.

WCA Combo Trailer includes: 1 toilet, 1 sink, 1 shower.

WCA Laundry Trailer includes: 2 washers and 2 dryers at ground level, 2 washers and 2 dryers stacked.

ADA combo pod includes: 1 shower, 1 toilet, 1 sink.

Small Gold Combo Trailer includes: 3 stalls, each with a toilet, sink and, shower.

Pumping will be performed within a 4–8-hour window agreed upon by United Site Services and City of Vancouver Personnel.

Staff Report: 160-25

To: Mayor and City Council
From: City Manager
Date: August 4, 2025

Subject

Contract Increase – Increase Spending for Bound Tree Medical LLC Contract through BuyBoard 704-23 for First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment - C-101251

Key Points

- The City has a Cooperative Purchasing Agreement in place with Buyboard, a national purchasing cooperative.
- Through the Cooperative Purchasing Agreement, the City purchases first aid and emergency medical supplies from Bound Tree Medical LLC, under a Buyboard contract valid from 5/31/23-5/31/26. The initial contract amount was \$300,000 and the City seeks to increase that amount to \$450,000.
- Council approval is required for 2025-2026, because spending will exceed \$300,000.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation

Through its Cooperative Purchasing Agreement with Buyboard, a national purchasing cooperative, the City purchases first aid and emergency medical supplies from Bound Tree Medical LLC, under a Buyboard contract valid from 5/31/23-5/31/26.

The Fire Department requests that the contract's spending threshold be amended to accommodate the continued need for emergency medical supplies through the end of the contract, 5/31/26.

Advantage(s)

Funding will continue for first aid and emergency medical supplies.

Challenge(s)

None, because the City previously budgeted for this increase.

Budget Impact

None, because the City included sufficient budget for this contract in the 2025-26 Biennial Budget.

Prior Council Review

The 2025-2026 Biennial Budget includes appropriation for this contract.

Action Requested

On Monday, August 4, 2025, authorize the City Manager, or designee, to continue purchasing First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment from Bound Tree Medical

LLC, under BuyBoard Contract #704-23, up to a maximum of \$450,000 for the life of the contract.

Staff Contact

Michelle Bresee, Senior Management Analyst, michelle.bresee@cityofvancouver.us

Attachments:

1. Bound Tree Medical (Bound Tree Medical LLC) Amendment 2
2. Bound Tree Medical (Bound Tree Medical LLC) Amendment 1
3. C-101251 WD
4. PO-71030 sample
5. 704-23 Bound Tree Medical Contract

April 20, 2025

Sent via email to: Submitbids@Boundtree.com

Customer Service
Bound Tree Medical (Bound Tree Medical LLC)
5000 Tuttle Crossing Blvd
Dublin, OH 43016

Re: First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment
BuyBoard Contract 704-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, Contract 704-23, for which the current term is set to expire May 31, 2025. At this time, the BuyBoard is renewing your contract through May 31, 2026. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

final renewal v.02.13.2020



April 21, 2024

Sent via email to: Submitbids@Boundtree.com

Customer Service
Bound Tree Medical (Bound Tree Medical LLC)
5000 Tuttle Crossing Blvd
Dublin OH 43016

Re: First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment
BuyBoard Contract 704-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, Contract 704-23 effective 6/1/2023 through May 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through May 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 (360) 487-8433 fax
www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Contract #:	C-101251
Start Date:	May 31, 2023
End Date:	May 31, 2026
Total Contract Amount:	\$299,787.44

Bound Tree Medical LLC
 23537 Network place
 Chicago, IL 60673-1235

Submit all invoices and questions to:

Michelle Bresee / Michelle.Bresee@cityofvancouver.us

Contract Overview

Final Term Ends: 5/31/2026

Memo: The First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment #704-23 Contract and Amendments thereto ("Master Contract") between the Contractor and Buy Board adopted and incorporated herein by this reference. The City shall be afforded all rights and privileges as "Buy Board" under the terms of the master contract.

2024 June P-card spend reduction \$908.31 AK 7.25.24

12/12/2024 P-Card Spend Reduction September, October, November 2024. \$212.56 AK

Terms and Conditions

Visit our website at <https://www.cityofvancouver.us/business/procurement-services/#terms> to access either the general terms and conditions (Rev. 05/2017) or the Professional Services terms and conditions (Rev. 05/2017), which are applicable if there is no written contract.

Authorized Signature



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 procurement.services@cityofvancouver.us
 www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Purchase Order #: PO-71030
Revision #: 0
Effective Date: 4/14/25
Contract #: C-101251

This Purchase Order number must appear on all invoices, packing lists, and correspondence related to this order.

Bound Tree Medical LLC
 23537 Network place
 Chicago, IL 60673-1235

Submit Invoice To:

City of Vancouver
 Christel Nelson
 PO Box 1995
 Vancouver, WA 98668
 accpay@cityofvancouver.us

Ship To:

City of Vancouver
Christel Nelson
 Fire Station 5
 7110 NE 63rd Street
 Vancouver, WA 98661

If you have any questions regarding this order, please contact:

Christel Nelson /

Line #	Line Description	Qty	UOM	Unit Price	Tax	Amount
1	FRX AED - INFANT/CHILD KEY FOR HS FRX - PER QUOTE QUO-75791-L9P1S3	44711.0	Lump Sum	1.00	3,934.57	44,711.04
Subtotal:						\$44,711.04
Tax:						\$3,934.57
Total:						\$48,645.61

Note to Supplier

The First Aid, Emergency Medical, and Athletic Training Supplies and Equipment #704-23 Contract and Amendments thereto ("Master Contract") between the Contractor and Buy Board adopted and incorporated herein by this reference. The City shall be afforded all rights and privileges as "Buy Board" under the terms of the master contract.

April 17, 2023

Sent Via Email: Submitbids@Boundtree.com

Christopher Fyffe
Bound Tree Medical (Bound Tree Medical LLC)
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 704-23, First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023, through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 704-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,



Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



April 17, 2023

Sent Via Email: Submitbids@Boundtree.com

Christopher Fyffe
Bound Tree Medical (Bound Tree Medical LLC)
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 704-23, First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023, through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 704-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

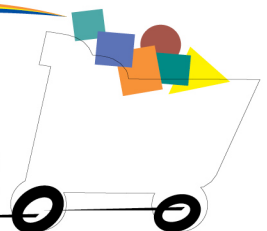
A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021





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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment

Proposal Due Date/Opening Date and Time:
January 26, 2023, at 4:00 PM

Proposal Invitation Number: 704-23

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Term: June 1, 2023, through May 31, 2024, with two possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
April 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Bound Tree Medical, LLC

Name of Proposing Company

01/25/2023

Date

5000 Tuttle Crossing Blvd.

Street Address

Signature of Authorized Company Official

Dublin, OH 43016

City, State, Zip

Jon McGrew

Printed Name of Authorized Company Official

800-533-0523

Telephone Number of Authorized Company Official

Associate Vice President, Pricing

Position or Title of Authorized Company Official

877-311-2437

Fax Number of Authorized Company Official

31-1739487

Federal ID Number



PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: 



5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): n/a

Details of Conviction(s): n/a

Initial: JM



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RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☐ I certify that my company is a **Resident Proposer**.
☒ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

<u>Bound Tree Medical, LLC</u>	<u>5000 Tuttle Crossing Blvd.</u>	
Company Name	Address	
<u>Dublin</u>	<u>OH</u>	<u>43016</u>
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No
- B. What is the prescribed amount or percentage? \$ n/a or n/a %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☐ Yes ☒ No

Initial: SM



NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: JM



NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (✓) all that apply:

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

- ☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company cannot or will not comply.]*

Bound Tree Medical, LLC can comply with the technical requirements provided.

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: JM



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: DM



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

n/a

Initial: JK



VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: JK



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CONFIDENTIAL / PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☐

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

The attached pricing file with catalog price and discount is to be considered confidential and for Buy Board Member use only, and should not be shared with other bidders.

(Attach additional sheets if needed.)

Initial: 



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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☒

NO, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐

YES, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: n/a

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: JM



EDGAR VENDOR CERTIFICATION (2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the Items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.



YES, I agree.



NO, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.



YES, I agree.



NO, I do not agree.

Initial:

JK



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.



YES, I agree.

☐ **NO, I do not agree.**

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.



YES, I agree.

☐ **NO, I do not agree.**

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



YES, I agree.

☐ **NO, I do not agree.**

Initial: 



6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



YES, I agree.

☐ **NO, I do not agree.**

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.



YES, I agree.

☐ **NO, I do not agree.**

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.



YES, I agree.

☐ **NO, I do not agree.**

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).



YES, I agree.

☐ **NO, I do not agree.**

Initial: JR



10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: SIR



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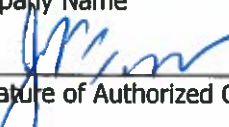
COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Bound Tree Medical, LLC

Company Name


Signature of Authorized Company Official

Jon McGrew - Associate Vice President, Pricing

Printed Name and Title

01/25/2023

Date



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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (*Optional*)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: _____

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☒ Limited Liability Company ☐ Partnership
 ☐ Other (Specify: _____)

State of Incorporation (if applicable): Ohio

Federal Employer Identification Number: 31-1739487
(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: (Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Bound Tree Medical LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 5000 Tuttle Crossing Blvd	Requester's name and address (optional)
6 City, state, and ZIP code Dublin, OH 43016	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
3	1		-	1	7	3	9	4 8 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Michael Root

Date ►

01/03/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and Invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ \$6,290,581. (The period of the 12-month period is 01/01/2022 / 12/31/2022). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N	N	
2. T-PASS (State of Texas)	N	N	
3. OMNIA Partners	N	N	
4. Sourcewell (NJPA)	N	N	
5. E&I Cooperative	N	N	
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other	Y		Medical Supplies

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 28% + Some exclusions

Proposed Discount (%): 28% + Some exclusions

Explanation: Slight variances is the manufacturers excluded exists due to product type and underlying costs.



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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	San Francisco Fire Department	Andy Zanoft	415-717-6876	Andy.Zanoft@sfgov.org	Net Priced	~\$500K Annually
2.	Fire Department City of New York	Douglas Isaacs	718-999-2790	doug.isaacs@fdny.nyc.gov	Net Priced	~\$500K Annually
3.	Priority Ambulance	Steve Blackburn	614-354-4702	sblackburn@priorityambulance.com	Net Priced	~\$2M Annually
4.	City of Columbus Division of Fire	Scott Ellis	614-221-3132	seellis@columbus.gov	Net Priced	~\$1M Annually
5.	Baltimore City Fire Department	FFPM Lamont M Clark II	410-396-2718	Lamont.clarkii@baltimorecity.gov	Net Priced	~\$750K Annually

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)



www.boundtree.com

Why Choose Bound Tree?

As Your Partner in EMS for over 45 years, we've made it our mission to help you save minutes and lives. We strive to understand your unique needs and provide you with the right products, services and support to best meet those needs.

The Right Products

Bound Tree offers a full line of emergency medical supplies, equipment and pharmaceuticals from some of the industry's leading healthcare manufacturers.

- [**Curaplex® Products**](#) Curaplex® by Bound Tree offers a robust portfolio of everyday products and specialty solutions at an extraordinary value.
- [**Kitting Solutions**](#) Pre-assembled kits provide a cost-effective, convenient way to prepare for a wide variety of emergency scenarios.
- [**Pharmaceuticals**](#) Bound Tree offers a full line of EMS pharmaceuticals and accessories, including Class II and Class IV drugs.

The Right Services

Bound Tree offers valuable services to increase efficiency and accuracy, reduce liability and positively impact your bottom line. Services such as inventory and asset management, online ordering for controlled substances and emergency disaster support can save time and reduce overall costs.

- [**Asset Management Solutions**](#) Bound Tree Medical's asset management solutions, UCapIt and Operative IQ, can help you with the challenges you face today. Both solutions offer unique ways to streamline your operations making them more efficient and effective.
- [**Emergency Disaster Support**](#) A 24-hour resource for agencies that encounter incidents that require immediate deployment of emergency medical supplies.

The Right Support

Bound Tree is dedicated to providing best-in-class support. This includes a dedicated Account Manager and a team of highly-knowledgeable Customer Service Representatives as well as additional educational resources and continuing education through Bound Tree University.

- [**Nationwide Distribution**](#) Six distribution centers are strategically positioned across the nation for operational efficiency and disaster response.
- [**Dedicated Account Managers**](#) Our EMS-experienced Account Managers know state and local requirements, best practices, industry information and innovative product offerings.
- [**Bound Tree University**](#) The educational hub for EMS that provides free online CEUs and hundreds of articles, videos, e-Books and more to learn about critical topics in EMS.

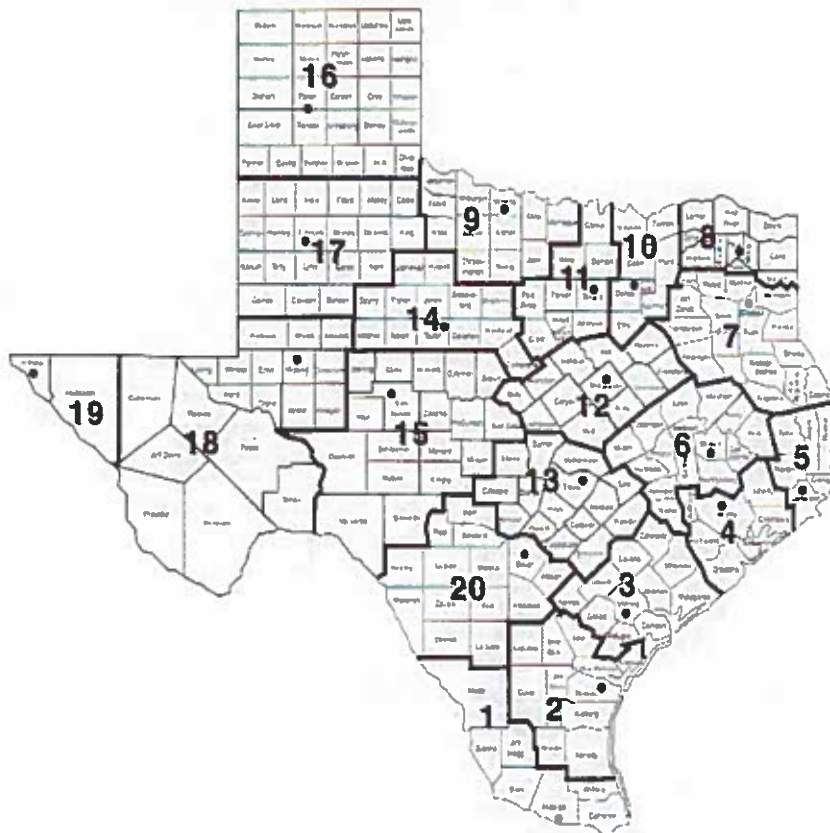


TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio

***Can Support All Regions**



STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. (Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.

- X ■ I will service all states in the United States.
■ I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana

Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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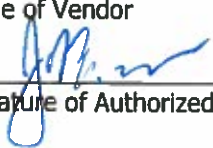
7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Bound Tree Medical, LLC

Name of Vendor


Signature of Authorized Company Official

704-23

Proposal Invitation Number

Jon McGrew

Printed Name of Authorized Company Official

01/25/2023

Date



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LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
This contract will be serviced by Bound Tree Medical and product will be shipped from closest warehouse. *all Warehouse locations are attached for reference.	Christopher Fyffe	5000 Tuttle Crossing Blvd. Dublin, Ohio 43016 614-760-5374 877-311-2437



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

n/a

Designated Dealer Name

Designated Dealer Contact Person

n/a

Designated Dealer Address

n/a

n/a

n/a

City

State

Zip

n/a

n/a

Phone Number

Fax Number

n/a

n/a

Email address

Designated Dealer Tax ID Number* (***attach W-9**)



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Bound Tree Medical originated 45 years ago. We incorporated at Bound Tree Medical, LLC in 2000.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Bound Tree Medical offers dedicated sales, customer service, and pricing teams to properly serve our customers with questions, order placement, and delivery.

With 6 warehouses country-wide (including Grand Prairie, Texas and Flower Mound, TX), product is delivered in a timely manner.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

If awarded, we intend to send a professionally created PDF "Announcement" informing our customers of our BuyBoard participation and qualification as well as our catalog. We will also continue to review customer requests for pricing against BuyBoard to share the program and savings they are eligible for.



4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

As a leader in the EMS market, we we have the network and financial capacity to support BuyBoard and it's members. Our firm and it's owner's have not been the debtor party to a bankruptcy, receivership, or insolvency. Our Insurance information is attached for review. Let us know if additional information is needed.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

We have no outstanding financial judgments or loans/financing in default.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

n/a

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

n/a



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ **Reviewed/Completed: Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- ☒ **Reviewed/Completed: Proposal Acknowledgements**
☒ **Reviewed/Completed: Felony Conviction Disclosure**
☒ **Reviewed/Completed: Resident/Nonresident Certification**
☒ **Reviewed/Completed: Debarment Certification**
☒ **Reviewed/Completed: Vendor Employment Certification**
☒ **Reviewed/Completed: No Boycott Verification**
☒ **Reviewed/Completed: No Excluded Nation or Foreign Terrorist Organization Certification**
☒ **Reviewed/Completed: Historically Underutilized Business Certification**
☒ **Reviewed/Completed: Acknowledgement of BuyBoard Technical Requirements**
☒ **Reviewed/Completed: Construction-Related Goods and Services Affirmation**
☒ **Reviewed/Completed: Deviation and Compliance**
☒ **Reviewed/Completed: Vendor Consent for Name Brand Use**
☒ **Reviewed/Completed: Confidential/Proprietary Information**
☒ **Reviewed/Completed: EDGAR Vendor Certification**
☒ **Reviewed/Completed: Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- ☒ **Reviewed/Completed: Vendor Business Name**
☒ **Reviewed/Completed: Vendor Contact Information** (*complete in electronic proposal submission system*)
☒ **Reviewed/Completed: Federal and State/Purchasing Cooperative Experience**
☒ **Reviewed/Completed: Governmental References**
☒ **Reviewed/Completed: Company Profile**
☒ **Reviewed/Completed: Texas Regional Service Designation** (*complete in electronic proposal submission system*)
☒ **Reviewed/Completed: State Service Designation** (*complete in electronic proposal submission system*)
☒ **Reviewed/Completed: National Purchasing Cooperative Vendor Award Agreement** (*Vendors serving outside Texas only*)
☒ **Reviewed/Completed: Local/Authorized Seller Listings**
☒ **Reviewed/Completed: Manufacturer Dealer Designation**
☒ **Reviewed/Completed: Proposal Invitation Questionnaire**
☐ **Reviewed/Completed: Vendor Request to Self-Report BuyBoard Purchases** (*Optional*)
- ☒ **Reviewed/Completed: Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*



PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Section I: First Aid Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **First Aid Equipment and Supplies.**
2. Discount (%) off catalog/pricelist for **First Aid Furniture.**
3. Discount (%) off catalog/pricelist for **Bleeding Control Stations.**
4. Discount (%) off catalog/pricelist for **All Other First Aid, Health, and Nursing Products.**

Section II: Athletic Trainer/Rehabilitation Equipment, Products, and Supplies

5. Discount (%) off catalog/pricelist for **Athletic Trainer/Rehabilitation Equipment and Supplies.**
6. Discount (%) off catalog/pricelist for **Athletic Trainer/Rehabilitation Furniture.**
7. Discount (%) off catalog/pricelist for **All Other Athletic Trainer/Rehabilitation Products.**

Section III: Emergency Medical Equipment, Products, and Supplies

8. Discount (%) off catalog/pricelist for **Emergency Medical Equipment and Supplies.**
9. Discount (%) off catalog/pricelist for **All Other Emergency Medical Products.**

Section IV: Pharmaceuticals and Vaccines

10. Discount (%) off catalog/pricelist for **Pharmaceuticals and Vaccines.**
11. Discount (%) off catalog/pricelist for **Intra-Venous Pharmaceutical Supplies.**
12. Discount (%) off catalog/pricelist for **Drug Testing Kits and Supplies.**

Section V: Audiology Equipment and Other Related Items

13. Discount (%) off catalog/pricelist for **Audiology Equipment, Hearing Aids, and Other Related Items.**

Section VI: Drug/Diagnostic/Laboratory Testing Services

14. Discount (%) off catalog/pricelist for **Drug and Alcohol Diagnostic Testing Services** (onsite and offsite including laboratory services).

Section VII: Installation and Repair Service

15. **Hourly Labor Rate for Installation/Repair Service of First Aid, Athletic Trainer/Rehabilitation, and Emergency Medical Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
16. **Hourly Labor Rate for Installation/Repair of Audiology Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Bound Tree Medical Information

Contact: Chris Fyffe
Address: 5000 Tuttle Crossing Blvd
Dublin, OH 43016
Phone: (800) 533-0523
Fax: (877) 311-2437
Toll Free: (800) 533-0523
Email: submitbids@boundtree.com
Web Address: www.boundtree.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Christopher Fyffe

Signature

Christopher.Fyffe@Boundtree.com

Email

Submitted at 1/25/2023 04:11:04 PM (CT)

Requested Attachments

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

Discount - Additional Detail.pdf

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

BuyBoard Proposal Invitation No. 704-23 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment

Submission BuyBoard Proposal No 704-23_Signed.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

2022-2023 Bound Tree Catalog.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Company Profile

Bound Tree Medical Company Profile.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

Bound Tree Medical, LLC W-9 2023.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Response Attachments

BuyBoard Item List.pdf

Detailed Item list with discount and pricing.

Bid Attributes

1 Federal Identification Number

Federal Identification Number

31-1739487

2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 MWBE/HUB Status Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6	Minority Owned Business Minority Owned Business ☐ <i>Minority Owned Business (Yes)</i>
7	Women Owned Business Women Owned Business ☐ <i>Women Owned Business (Yes)</i>
8	Service-Disabled Veteran Owned Business Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ <i>Service-Disabled Veteran Owned Business (Yes)</i>
9	Certification Number Certification Number No response
10	Name of Certifying Agency Certifying Agency No response
11	Non-MWBE/HUB My company has NOT been certified as a MWBE/HUB ☒ Non-HUB (Yes)
12	Vendor General Contact Information Proposal/Contract General Contact Information
13	Vendor Proposal/Contract Contact Name Vendor Proposal/Contract Contact Name Christopher Fyffe
14	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address Submitbids@Boundtree.com
15	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address 5000 Tuttle Crossing Blvd.
16	Vendor Proposal/Contract Mailing Address - City Vendor Proposal/Contract Mailing Address - City Dublin
17	Vendor Proposal/Contract Mailing Address - State Vendor Proposal/Contract Mailing Address - State (Abbreviate State Name) OH

1 8	Vendor Proposal/Contact Mailing Address - Zip Code Vendor Proposal/Contact Mailing Address - Zip Code 43016
1 9	Vendor Proposal/Contact Phone Number Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 614-760-5374
2 0	Vendor Proposal/Contact Extension Number Vendor Proposal/Contact Extension Number 800-533-0523 X 5374
2 1	Company Website Company Website (www.XXXXX.com) www.boundtree.com
2 2	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: I will use the internet to receive Purchase Orders at the following address Yes
2 3	Purchase Order E-mail Address Purchase Order E-mail Address Submitbids@Boundtree.com
2 4	Purchase Order Contact Name Purchase Order Contact Name Customer Service
2 5	Purchase Order Contact Phone Number Purchase Order Contact Phone Number (xxx-xxx-xxxx) 800-533-0523
2 6	Purchase Order Contact Extension Number Purchase Order Contact Extension Number No response
2 7	Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address ordersoh@boundtree.com

28	Alternate Purchase Order Contact Name Alternate Purchase Order Contact Name Customer Service
29	Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) 800-533-0523
30	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number No response
31	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. Yes
32	Request for Quotes (RFQ) Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:
33	Request for Quote (RFQ) E-mail Address Request for Quote (RFQ) E-mail Address submitbids@Boundtree.com
34	Request for Quote (RFQ) Contact Name Request for Quote (RFQ) Contact Name SubmitBids
35	Request for Quote (RFQ) Contact Phone Number Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 800-533-0523
36	Request for Quote (RFQ) Contact Extension Number Request for Quote (RFQ) Contact Extension Number No response
37	Alternate Request for Quote (RFQ) E-mail Address Alternate Request for Quote (RFQ) E-mail Address ordersoh@boundtree.com

38	Alternate Request for Quote (RFQ) Contact Name Alternate Request for Quote (RFQ) Contact Name No response
39	Alternate Request for Quote (RFQ) Contact Phone Number Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) No response
40	Alternate Request for Quote (RFQ) Contact Extension Number Alternate Request for Quote (RFQ) Contact Extension Number No response
41	Invoices Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.
42	Invoices Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information: (a) Service fee invoices and related communications should be provided directly to my company at: or (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i> Service fee invoices and notices direct to company
43	Invoice Company Name Invoice Company Name Bound Tree Medical, LLC
44	Invoice Company Department Name Invoice Company Department Name Customer Service
45	Invoice Contact Name Invoice Contact Name Customer Service
46	Invoice Mailing Address Invoice Mailing Address (P.O. Box or Street Address) 5000 Tuttle Crossing Blvd.

47	Invoice Mailing Address - City Invoice Mailing Address - City Dublin
48	Invoice Mailing Address - State Invoice Mailing Address - State (Abbreviate State Name) OH
49	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code) 43016
50	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) 800-533-0523
51	Invoice Contact Extension Number Invoice Contact Extension Number No response
52	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) No response
53	Invoice Contact E-mail Address Invoice Contact E-mail customerservice@boundtree.com
54	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address No response
55	Billing Agent Company Name Billing Agent Company Name No response
56	Billing Agent Department Name Billing Agent Department Name No response
57	Billing Agent Contact Name Billing Agent Contact Name No response
58	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) No response

59	Billing Agent Mailing Address - City Billing Agent Mailing Address - City No response
60	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) No response
61	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code No response
62	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) No response
63	Billing Agent Contact Extension Number Billing Agent Contact Extension Number No response
64	Billing Agent Fax Number Billing Agent Fax Number No response
65	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address No response
66	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address No response
67	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Common Carrier
68	Payment Terms <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> 0% Net 30
69	Vendor's Internal/Assigned Reference/Quote Number Vendor's Internal/Assigned Reference/Quote Number 7679/19912

7
0**State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

7
1**Electronic Payments**

Are electronic payments acceptable to your company?

7
2**Credit Card Payments**

Are credit card payments acceptable to your company?

7
3**Texas Regional Service Designation****Texas Regional Service Designation - Refer to Form in Proposal Invitation**

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

7
4**Company Name**

Company Name

7
5**Texas Regional Service Designation**

Select only one of the following options. If you select "I will NOT serve all Regions of Texas", you must then check the individual Regions you wish to serve.

7
6**Region 1**

Region 1 - Edinburg

☒ Region 1 (1)7
7**Region 2**

Region 2 - Corpus Christi

☒ Region 2 (2)7
8**Region 3**

Region 3 - Victoria

☒ Region 3 (3)

79	Region 4 Region 4 - Houston ☒ Region 4 (4)
80	Region 5 Region 5 - Beaumont ☒ Region 5 (5)
81	Region 6 Region 6 - Huntsville ☒ Region 6 (6)
82	Region 7 Region 7 - Kilgore ☒ Region 7 (7)
83	Region 8 Region 8 - Mount Pleasant ☒ Region 8 (8)
84	Region 9 Region 9 - Wichita Falls ☒ Region 9 (9)
85	Region 10 Region 10 - Richardson ☒ Region 10 (10)
86	Region 11 Region 11 - Fort Worth ☒ Region 11 (11)
87	Region 12 Region 12 - Waco ☒ Region 12 (12)
88	Region 13 Region 13 - Austin ☒ Region 13 (13)
89	Region 14 Region 14 - Abilene ☒ Region 14 (14)
90	Region 15 Region 15 - San Angelo ☒ Region 15 (15)

9 1	Region 16 Region 16 - Amarillo ☒ Region 16 (16)
9 2	Region 17 Region 17 - Lubbock ☒ Region 17 (17)
9 3	Region 18 Region 18 - Midland ☒ Region 18 (18)
9 4	Region 19 Region 19 - El Paso ☒ Region 19 (19)
9 5	Region 20 Region 20 - San Antonio ☒ Region 20 (20)
9 6	State Service Designation State Service Designation - Refer to Form in Proposal Invitation. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i> If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
9 7	Company Name Company Name Bound Tree Medical, LLC
9 8	State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. All States
9 9	Alabama Alabama ☒ Alabama (AL)

100	Alaska Alaska ☒ Alaska (AK)
101	Arizona Arizona ☒ Arizona (AZ)
102	Arkansas Arkansas ☒ Arkansas (AR)
103	California California (Public Contract Code 20118 & 20652) ☒ California (CA)
104	Colorado Colorado ☒ Colorado (CO)
105	Connecticut Connecticut ☒ Connecticut (CT)
106	Delaware Delaware ☒ Delaware (DE)
107	District of Columbia District of Columbia ☒ District of Columbia (DC)
108	Florida Florida ☒ Florida (FL)
109	Georgia Georgia ☒ Georgia (GA)
110	Hawaii Hawaii ☒ Hawaii (HI)
111	Idaho Idaho ☒ Idaho (ID)

1 1 2	Illinois Illinois ☒ Illinois (IL)
1 1 3	Indiana Indiana ☒ Indiana (IN)
1 1 4	Iowa Iowa ☒ Iowa (IA)
1 1 5	Kansas Kansas ☒ Kansas (KS)
1 1 6	Kentucky Kentucky ☒ Kentucky (KY)
1 1 7	Louisiana Louisiana ☒ Louisiana (LA)
1 1 8	Maine Maine ☒ Maine (ME)
1 1 9	Maryland Maryland ☒ Maryland (MD)
1 2 0	Massachusetts Massachusetts ☒ Massachusetts (MA)
1 2 1	Michigan Michigan ☒ Michigan (MI)
1 2 2	Minnesota Minnesota ☒ Minnesota (MN)
1 2 3	Mississippi Mississippi ☒ Mississippi (MS)

1 2 4	Missouri Missouri ☒ Missouri (MO)
1 2 5	Montana Montana ☒ Montana (MT)
1 2 6	Nebraska Nebraska ☒ Nebraska (NE)
1 2 7	Nevada Nevada ☒ Nevada (NV)
1 2 8	New Hampshire New Hampshire ☒ New Hampshire (NH)
1 2 9	New Jersey New Jersey ☒ New Jersey (NJ)
1 3 0	New Mexico New Mexico ☒ New Mexico (NM)
1 3 1	New York New York ☒ New York (NY)
1 3 2	North Carolina North Carolina ☒ North Carolina (NC)
1 3 3	North Dakota North Dakota ☒ North Dakota (ND)
1 3 4	Ohio Ohio ☒ Ohio (OH)
1 3 5	Oklahoma Oklahoma ☒ Oklahoma (OK)

1 3 6	Oregon Oregon ☒ Oregon (OR)
1 3 7	Pennsylvania Pennsylvania ☒ Pennsylvania (PA)
1 3 8	Rhode Island Rhode Island ☒ Rhode Island (RI)
1 3 9	South Carolina South Carolina ☒ South Carolina (SC)
1 4 0	South Dakota South Dakota ☒ South Dakota (SD)
1 4 1	Tennessee Tennessee ☒ Tennessee (TN)
1 4 2	Texas Texas ☒ Texas (TX)
1 4 3	Utah Utah ☒ Utah (UT)
1 4 4	Vermont Vermont ☒ Vermont (VT)
1 4 5	Virginia Virginia ☒ Virginia (VA)
1 4 6	Washington Washington ☒ Washington (WA)
1 4 7	West Virginia West Virginia ☒ West Virginia (WV)

1 4 8	Wisconsin Wisconsin ☒ Wisconsin (WI)
1 4 9	Wyoming Wyoming ☒ Wyoming (WY)

Bid Lines

1	<u>Section I: First Aid Equipment, Products, and Supplies</u> Discount (%) off catalog/pricelist for First Aid Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered. Total: 28% Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. <u>No paper catalogs or manufacturer/vendor websites will be accepted.</u> Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: - Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed - Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed Item Attributes 1. State Name of Catalog/Pricelist Proposed with Discount Percentage NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". Select items at 10% off
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2 Section I: First Aid Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **First Aid Furniture**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Bleeding Control Stations**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

4 Section I: Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **All Other First Aid, Health, and Nursing Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

5 Section II: Athletic Trainer/Rehabilitation Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Athletic Trainer/Rehabilitation Equipment and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

6 Section II: Athletic Trainer/Rehabilitation Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Athletic Trainer/Rehabilitation Furniture**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 28%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Select items at 10% off

7 Section II: Athletic Trainer/Rehabilitation Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **All Other Athletic Trainer/Rehabilitation Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

8 Section III: Emergency Medical Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Emergency Medical Equipment and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

9 Section III: Emergency Medical Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **All Other Emergency Medical Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Section IV: Pharmaceuticals and Vaccines

Discount (%) off catalog/pricelist for **Pharmaceuticals and Vaccines**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Section IV: Pharmaceuticals and Vaccines

Discount (%) off catalog/pricelist for **Intra-Venous Pharmaceutical Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Section IV: Pharmaceuticals and Vaccines

Discount (%) off catalog/pricelist for **Drug Testing Kits and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

13 Section V: Audiology Equipment and Other Related Items

Discount (%) off catalog/pricelist for **Audiology Equipment, Hearing Aids, and Other Related Items**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1
4 Section VI: Drug/Diagnostic/Laboratory Testing Services

Discount (%) off catalog/pricelist for **Drug and Alcohol Diagnostic Testing Services** (onsite and offsite including

laboratory services). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 28%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Supplies Only

1
5 Section II: Installation and Repair Service

Hourly Labor Rate for Installation/Repair Service of First Aid, Athletic Trainer/Rehabilitation, and Emergency Medical Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

1
6 Section II: Installation and Repair Service

Hourly Labor Rate for Installation/Repair Service of Audiology Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

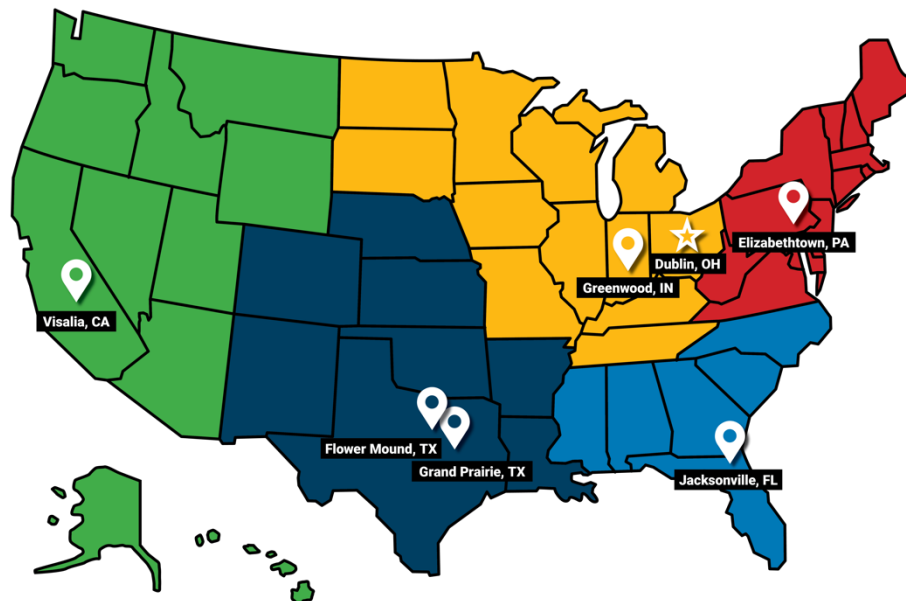
No Bid

Response Total: \$0.00



Nationwide Distribution

For operational efficiency and faster disaster response, Bound Tree operates 5 distribution centers nationwide plus a dedicated kitting facility. 96% of all our customers can be reached using UPS Ground within 2 business days.



OFFICES

Bound Tree Medical
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

DISTRIBUTION CENTERS

Grand Prairie, TX
Bound Tree Medical
2911 S. Great Southwest Parkway
Suite 200
Grand Prairie, TX 75052

Flower Mound, TX
Bound Tree Medical
1420 Lakeside Parkway
Suite 105
Flower Mound, TX 75028

Elizabethtown, PA
Bound Tree Medical
1605 Zeager Road
Elizabethtown, PA 17022

Greenwood, IN
Bound Tree Medical
1033 Collins Road, Suite A
Greenwood, IN 46143

Visalia, CA
Bound Tree Medical
2243 N. Plaza Drive
Visalia, CA 93291

Jacksonville, FL
Bound Tree Medical
2619 Ignition Drive, Suite 2
Jacksonville, FL 32218



Customer Service

Bound Tree Medical is focused on providing service to meet the needs of our customers throughout the United States. We have a deep commitment to help those that help others. The specialized market that we serve drives us to create the best possible solutions for our customers. We are here to serve you.

Our nationwide toll-free Customer Service line is 800-533-0523. Bound Tree Medical routes calls by origin of the zip code of the caller which, results in more customer awareness among those agents responding to customer calls.

There are a variety of methods to place orders and verify pricing:

- 1) Internet: Customers have access to real-time pricing and stock availability 24 hours a day, 7 days a week. www.boundtree.com
- 2) Email: Orders may be emailed to customer service at customerservice@boundtree.com.
- 3) Phone: Our dedicated team of customer service representatives can answer questions or take your orders from 7:30 AM to 8:00 pm EST.
- 4) Fax: Our nationwide toll-free fax line is available 24 hours a day at 800-257-5713.
- 5) Mail: Orders may be mailed to our corporate office. An order form is included in the back of our catalog for convenience.

The Customer Service Department is comprised of 27 staff members. Customer Service Representatives respond to inbound calls and make outbound calls to customers to provide information regarding product availability, shipment and delivery schedule changes. These same representatives are available to answer questions about shipments or process returns when necessary.

If an item goes onto a long term backorder, Bound Tree will work to find equivalent substitute items for the backorder. If it is the customer preference to approve all substituted items, Bound Tree Customer Service will seek approval prior to shipping sub items.

Bound Tree Medical is proud to offer our customers access to an Emergency Disaster Support line at 800-863-0953, which operates 24 hours a day, 7 days per week. It is staffed by on-call managers, who are accessible through routing of calls to cell phones. After leaving a message, a return call is originated within 20 minutes.

Bound Tree Medical allows customers to purchase on open account. The proper account application must be completed and submitted. Bound Tree Medical will assign an account number to each application. Each account has one billing/payables address but may have several shipping/receiving addresses.

In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and/or pharmaceuticals.

Customers may purchase by Master Card, VISA, Discover or American Express. Prepaid orders are also accepted

Return Policy

Prior to returning a product, please contact Bound Tree's Customer Service Department at 800.533.0523 within 7 days of receiving the product to obtain a return merchandise authorization ("RMA") number. This will help us expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines below.

Subject to the guidelines below, Bound Tree will accept returns and rectify the error at no cost to you if: (i) you received expired product; or (ii) Bound Tree makes an error in fulfilling or shipping your order. In such case, you must notify us within 15 days of receiving the product.

Please follow the return policy guidelines below:

Non-returnable Items Include:

1. A product that is "buy to order."
2. A product that is "non-stock."
3. Items listed as "non-returnable."
4. Items that have been marked or engraved.
5. Items returned with broken packaging or not in original packaging.
6. Any sterile product that has been opened or items determined by Bound Tree not to be in resalable condition.
7. Product that is more than 60 days older than the shipment date.
8. Recertified equipment.
9. Pharmaceutical products.

Return Policy Guidelines:

1. Items returned within 45 days of the shipment date will not be subject to a restocking fee.
2. Items returned 46-60 days from the shipment date may be subject to a restocking fee.
3. Items older than 60 days from the shipment date will not be accepted in our warehouse and will be returned to the customer at customer's expense.
4. Please write the RMA number clearly on the package label.
5. Send the package freight prepaid. Please reference the RMA to locate the return address.
6. Returns must be received by Bound Tree within 15 days of issuance of RMA number.
7. Items received without an RMA number will not be eligible for credit.

RETURN FOR REPAIRS

Items returned for repair must be prepared according to the most recent OSHA requirements. Items must be properly cleaned and verified with a statement on the outside of the package. Proof of purchase must also be included with all manufacturer warranty repairs. Please contact our Customer Service Department for additional information.

CLAIMS

All claims for damage occurring in transit must be made upon receipt of goods by customer directly to the carrier and documented with photos. Please save all boxes and packing material. All shipment errors must be reported immediately upon receipt to Bound Tree Customer Service.



Online Ordering Capabilities

- a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.
- b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.
- c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
 - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
 - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
 - The purchase summary report can be sorted in ascending order by total sales per item.
 - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
 - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
 - Reports can be self-exported in spreadsheet format.
- d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.
- e. A "sold by" column is available on product detail pages to clearly describe available units of measure.
- f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include "order submitters" and "order approvers". Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.
- g. Unit and total price for each order are displayed in the shopping cart checkout process.
- h. A web administrator can setup and self-administer user IDs which trigger an e-mail to the user for password setup. Self-administered password reset tools are available to users.
- i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.
- j. The purchase requisition process provides date and time stamps for all purchase requisition activities.
- k. Invoice history is posted on BoundTree.com for user access.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Columbus OH Office 445 Hutchinson Avenue Suite 900 Columbus OH 43235 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Sarnova, Inc. Emergency Medical Products, Inc. 5000 Tuttle Crossing Blvd. Dublin, OH 43016 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: ProAssurance Specialty Insurance Company 17400	
	INSURER B: Federal Insurance Company 20281	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570096605134**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			36073395	12/01/2022	12/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Excluded
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7363-09-65	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☐ RETENTION \$10,000			78197881	12/01/2022	12/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Products Liab			N220H380021 Claims Made	12/01/2022	12/01/2023	Aggregate Limit \$10,000,000 Agg Deductible \$150,000 Per Occ Limit \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage
All Bound Tree Medical warehouse locations are covered.**CERTIFICATE HOLDER****CANCELLATION**

Sarnova, Inc. Bound Tree Medical 5000 Tuttle Crossing Blvd. Dublin OH 43016 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Certificate No : 570096605134

**ADDITIONAL REMARKS**



SARNINC-01

JGOLDBERG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thompson Flanagan Executive Liability Group 626 W. Jackson Blvd. 5th Floor Chicago, IL 60661	CONTACT NAME: Daniel R. Gunter	
	PHONE (A/C, No, Ext): (312) 239-2890	FAX (A/C, No): (312) 263-1551
	E-MAIL ADDRESS: dgunter@thompsonflanagan.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Sarnova, Inc. Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. P.O. Box 8023 Dublin, OH 43016	INSURER A : Travelers Property Casualty Co. of America	NAIC # 25674
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		UB 3P279151	12/1/2022	12/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sample Certificate.

CERTIFICATE HOLDER

CANCELLATION

Sample Certificate	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Staff Report: 161-25

To: Mayor and City Council
From: City Manager
Date: August 4, 2025

Subject

Contract Amendment - Green Janitorial Products and Supplies, Waxie's Enterprises, LLC - WA Department of Enterprise Services - C-101486

Key Points

- This contract enables the City to procure janitorial supplies for city buildings.
- The contract is a piggyback contract with the State of Washington Department of Environmental Services (DES).
- The original DES contract has been extended by the State through 2028, allowing continued use by the City.
- Purchases are expected to exceed \$300,000, which requires Council approval.

Strategic Plan Alignment

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

Present Situation

The current City contract for \$300,000 was executed in 2023 and is valid through October 1, 2026, with options to extend through October 1, 2028. The City spends approximately \$125,000 annually on janitorial supplies for city buildings. The additional spending authority requested will allow for use of the contract through its expiration date and allow for any future cost escalations allowed by the contract terms.

Advantage(s)

By increasing the current contract spending limit, the City will be able to predict janitorial supply costs through 2028.

Challenge(s)

None

Budget Impact

The FY 25-26 Budget includes funds budgeted to support this additional spending authority. This contract will be used on an as-needed basis. No additional budget impact.

Prior Council Review

None

Action Requested

On Monday, August 4, 2025, authorize the City Manager, or designee, to continue purchasing green janitorial

products and supplies from Waxie's Enterprises, LLC, under Washington State Contract #25723, up to a maximum of \$800,000 through October 1, 2028.

Staff Contact

Brian Taylor, Operations Superintendent, brian.taylor@cityofvancouver.us

Attachments:

1. Contract - 101486 WD
2. PO-71480 sample
3. Contract - Waxie's Enterprises No 25723



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 (360) 487-8433 fax
 www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Contract #:	C-101486
Start Date:	Nov 6, 2023
End Date:	Oct 1, 2026
Total Contract Amount:	\$300,000.00

Waxie Sanitary Supply
 PO Box 748802
 Los Angeles, CA 90074

Submit all invoices and questions to:

Anna Vogel / anna.vogel@cityofvancouver.us

Contract Overview

Final End Term: 10/01/2028

The Green Janitorial Products and Supplies #25723 Contract and Amendments thereto ("Master Contract") between the Contractor and Washington Department of Enterprise Services adopted and incorporated herein by this reference. The City shall be considered the "City" under the terms of the Master Contract.

Terms and Conditions

Visit our website at <https://www.cityofvancouver.us/business/procurement-services/#terms> to access either the general terms and conditions (Rev. 05/2017) or the Professional Services terms and conditions (Rev. 05/2017), which are applicable if there is no written contract.

A handwritten signature in black ink, appearing to read "Nebela Fausse", written over a horizontal line.

Authorized Signature



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 procurement.services@cityofvancouver.us
 www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Purchase Order #: PO-71480
Revision #: 0
Effective Date: 6/3/25
Contract #: C-101486

This Purchase Order number must appear on all invoices, packing lists, and correspondence related to this order.

Waxie Sanitary Supply
 PO Box 748802
 Los Angeles, CA 90074

Submit Invoice To:

City of Vancouver
 Patric Tandy
 PO Box 1995
 Vancouver, WA 98668
 Patric.Tandy@cityofvancouver.us
 accpay@cityofvancouver.us

Ship To:

City of Vancouver
Patric Tandy
 Ops Center - Administration Building
 4711 E FOURTH PLAIN BLVD
 Vancouver, WA 98661

If you have any questions regarding this order, please contact:

Patric Tandy / (360) 487-8265 Patric.Tandy@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Tax	Amount
1	855420 1236 KLEENLINE SMALL CORE 2-PLY BATH TISSUE 36/1000	39	Case	46.01	157.91	1,794.39
2	851116 19880/01 PACIFIC BLUE 2-PLY WHT EMBOSSED BATHROOM TISS - 80X550	10	Case	65.44	57.59	654.40
3	850232 KLEENLINE SELECT 2001 MULTIFOLD ECOLOGO TAD WHITE 16/250 CASE	40	Case	35.16	123.76	1,406.40
4	856163 RK8002 TORK UNIVERSAL HAND TOWEL ROLL NATURAL 6X800	30	Case	45.42	119.91	1,362.60
5	850024 23504 PACIFIC BLUE BASIC SINGLEFOLD TOWEL BROWN 16X250	10	Case	35.75	31.46	357.50
6	851176 WAXIE 1126 C&S 2-PLY JUMBO ROLL SR. 12" BATH TISSUE 6X2000'	40	Case	44.37	156.18	1,774.80
7	705110 KLEENLINE 24X23 .95 MIL BLACK 10% PCR ROLL LINER 20/25 CASE	20	Case	47.15	82.98	943.00
8	703080 KLEENLINE 36X58 2.0 MIL BLACK 10% PCR FLAT PACK LINER 100/CS	49	Case	45.78	197.41	2,243.22
9	440026 41048 WYPALL X80 SHOPPRO SHOP TOWELS WHITE - 5X80	30	Case	65.02	171.65	1,950.60
10	950151 WAXIE SPARKLE GLASS CLEANERAERO SOL 12-19 OZ	3	Case	40.16	10.60	120.48

11	386110 RM ENRICHED LOTION HAND SOAPW/M OISTURIZERS 4X800ML	5	Case	44.78	19.70	223.90
12	387401 5263-02 GOJO LUXURY FOAM HAIR & BODY WASH - GENERIC KEY	10	Case	56.70	49.90	567.00
13	385782 5262-02 GOJO LUXURY FOAM ANTIBACTERIAL HANDWASH	10	Case	54.84	48.26	548.40
14	170754 FORMULA 409 CLEANER DEGREASER/ DISINFECTANT 12X1-QT	1	Case	71.80	6.32	71.80
					Subtotal:	\$14,018.49
					Tax:	\$1,233.63
					Total:	\$15,252.12

Note to Supplier

This City is authorized to enter the #25723-Green Janitorial Products & Supplies with Waxie's Enterprises Inc under RCW 39.34. The #25723-Green Janitorial Products & Supplies is incorporated by reference into this purchase order. The City is Washington State under the #25723-Green Janitorial Products & Supplies. Waxie's Enterprises Inc agrees to be bound to the #25723-Green Janitorial Products & Supplies with City as Washington State in providing goods/services under the #25723-Green Janitorial Products & Supplies.



Authorized Signature

Page 613 of 977



STATEWIDE CONTRACT

No. 25723

GREEN JANITORIAL PRODUCTS AND SUPPLIES

CATEGORY ONE: CLEANING CHEMICALS

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

WAXIE'S ENTERPRISES, LLC.

Dated October 1, 2023

STATEWIDE CONTRACT

No. 25723

GREEN JANITORIAL PRODUCTS AND SUPPLIES

CATEGORY ONE: CLEANING CHEMICALS

This Washington Contract Statewide ("Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Waxie's Enterprises, LLC., a Delaware limited liability company ("Contractor") and is dated and effective as of October 1, 2023.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including statewide contracts, for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 25723 dated June 22, 2023 to establish and award Contracts, by category, for certain janitorial products and supplies that meet the environmentally preferred product requirements, including designated third-party certification and production and packaging sustainability, as set forth in the Washington State Green Purchasing Guide ("Green Janitorial Products and Supplies"). The Contract is designed to enable eligible purchasers to procure Green Janitorial Products and Supplies from the awarded Contractors in a cost-effective, efficient manner using the terms and conditions of the Contract.
- C. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.
- D. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Contract is to enable eligible purchasers to purchase specified Green Janitorial Products and Supplies as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Contract is thirty-six (36) months, commencing October 1, 2023 and ending October 1, 2026; *Provided*, however, that if Contractor is not in default and if, by January 1, 2026 in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Contract, by written amendment, for up to twenty-four (24) additional months. Such extension amendment shall be on

the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Annual Detailed Sales Report:	Contractor timely provides annual detailed sales report as described in Section 11.3. Contractor must achieve a 75% on time rate over the contract term.
Transaction Report:	At Purchaser request, Contractor timely provides transaction reports as described in Section 11.4. Contractor must achieve an 80% on time rate over the contract term.
Administrative Report:	At Purchaser request, Contractor timely provides administrative reports as described in Section 11.5. Contractor must achieve an 80% on time rate over the contract term.
Billing Reports:	At Purchaser request, Contractor must timely provide billing and invoicing reports as described in Section 11.6. Contractor must achieve an 80% on time rate over the contract term.
Fill Rate	Contractor maintains the fill rate(s) as described in Section 11.7. Contractor must maintain the specified fill rate 80% of the time during the contract term.
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. <i>See Exhibit C – Insurance Requirements</i> at § 4. New insurance endorsements must be provided at least two weeks before expiration date.
Vendor Management Fee:	Contractor timely remits to Enterprise Services, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note:</i> Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor will not be eligible for a performance-based extension.
Contract Sales Reports:	Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. <i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor will not be eligible for a performance-based extension.

2. ELIGIBLE PURCHASERS. This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS AND/OR SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Green Janitorial Products and Supplies at the prices set forth in *Exhibit A – Included Green Janitorial Products and Supplies & Prices*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Green Janitorial Products and Supplies & Prices*.
 - (a) Goods. For purposes of this Contract, "Goods" means all equipment, materials, supplies, ancillary parts, accessories, components and other items, set forth in *Exhibit A – Included Green Janitorial Products and Supplies & Prices*, purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.
 - (b) Services. For purposes of this Contract, "Services" means all services of any nature, set forth in *Exhibit A – Included Green Janitorial Products and Supplies & Prices*, ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.
 - (c) Specifications. Specifications for Green Janitorial Products and Supplies are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.

- 3.2. STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.
- 3.3. PRICE CEILING . Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and/or Services at the discount off manufacturer/brand set forth in in *Exhibit A – Included Green Janitorial Products and Supplies & Prices*.
- 3.4. PRODUCT LIST UPDATES. Contractor must use commercially reasonable efforts to notify Enterprise Services, as soon as practicable, regarding any products that are no longer available or discontinued. Contractor shall use commercially reasonable efforts to provide an equal or better substitute for any product no longer available or discontinued within five (5) business days of notification.

Contractor must notify Enterprise Services of their intent to change their product and price list for any reason. Contractor must provide Enterprise Services the manufacture/brand public price list with their notice of intent.

The updated product and price list will be effective upon Enterprise Services approval or within 10 business days after receipt from Contractor. Enterprise Services may request additional clarification, within the 10-business day period. If a clarification is requested, the clarification must be resolved before the new product and price list becomes effective. Once approved, Enterprise Services will update the product and price list on Enterprise Services website.

- 3.5. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.

4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
- 4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.

- 4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.8. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.
- 4.9. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.10. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.

- 4.11. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.12. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.13. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.14. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.
- 4.15. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.
- 4.16. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.
- 4.17. STATUTORY PREFERENCE FOR PCB-FREE PRODUCTS. Contractor represents and warrants, as previously certified, that Contractor qualifies for the Statutory Preference for PCB-Free Products. All PCB-Free products will be identified in *Exhibit A – Included Green Janitorial Products and Supplies & Prices*

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. **GOODS WARRANTY.** Contractor warrants that, upon delivery or, in the case of Goods that are motorized equipment (e.g., vacuum cleaners, carpet cleaners, handy dryers) for a period of twelve (12) months from the date of delivery of the Goods, ("Goods Warranty Period"), the Goods: (a) are new and unexpired; (b) qualify as Green Janitorial Products and Supplies and comply with the requirements set in this Contract; (c) are free from defects in design, material, and workmanship; (c) are fit and safe for use by humans as janitorial supplies for Eligible Purchasers; and (d) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. **GOODS REMEDY.** At a minimum, If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

6. SAFETY; SECURITY. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

- 6.1. **REGULATORY REQUIREMENTS/SAFETY.** As applicable, Goods and/or Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, local, and/or tribal regulatory requirements applicable to the Goods and/or Services.
- 6.2. **MATERIAL SAFETY DATA SHEETS.** As applicable, Contractor shall provide Purchaser with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services and any updates of the same.
- 6.3. **CLEAN-UP.** If Contractor, its agents, employees, or subcontractors perform onsite Services, Contractor, at its cost, will remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser will have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.
- 6.4. **ACCIDENT AND INJURY REPORTING.** If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury

involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.

- 6.5. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, health, safety, and other security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises will be adequately trained and at all times comply with Purchaser's requirements.

7. SUBCONTRACTORS.

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).
- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser will pay such subcontractor directly.

8. USING THE CONTRACT – PURCHASES.

- 8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.
- 8.2. DELIVERY REQUIREMENTS. Contractor must ensure that the Goods and/or Services are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
 - (b) Contractor shall ship all Goods and/or Services purchased pursuant to this Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
 - (d) If requested by Purchaser, Contractor shall ensure that deliveries are made only by Contractor personnel who pass a background check (e.g., deliveries to schools, prisons/jails, etc.).
- 8.3. MINIMUM ORDER REQUIREMENTS Contractor may require minimum orders and charge a fee for orders that do not meet the minimum requirement. Such minimum order requirement(s) and associated fees, if any, are set forth in *Exhibit A – Included Green Janitorial Products and Supplies & Prices*.
- 8.4. VOLUME DISCOUNTS Contractor may offer volume discounts. Such volume discounts, if any, are set forth in *Exhibit A – Included Green Janitorial Products and Supplies & Prices*.
- 8.5. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Contract and Purchaser's Purchase

Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Goods and/or Services or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

- 8.6. CUSTOMER SERVICE. Contractor shall be available via email or phone, Monday through Friday 8:00 am – 5:00 pm PT. Customer service may include consultation services, billing and invoicing, or other general questions. Contractor shall respond to customer inquiries within twenty-four (24) hours.

9. INVOICING & PAYMENT.

- 9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Contract. Such invoices shall itemize the following:

- (a) Contract No. 25723;
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- (c) Contractor's Federal Tax Identification Number;
- (d) Date(s) of delivery;
- (e) Applicable Goods and/or Services;
- (f) Invoice amount; and
- (g) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 9.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit A –Included Green Janitorial Products and Supplies & Prices*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 9.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

- 9.4. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.
- 9.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchaser has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

- 10.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Breann Aggers
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2213
Email: descontractsteamfir@des.wa.gov

Contractor

Attn: Michael Gregus
18314 80th Place South
Kent, WA 98032
Tel: (858) 239-8997
Email: mgregus@waxie.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.
- 10.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Email: greg.tolbert@des.wa.gov

Contractor

Attn: Jerry Russell
 9353 Waxie Way
 San Diego, CA 92123
 Email: n/a

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 11.1. **CONTRACT SALES REPORTING.** Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Contract Sales Reporting System.** Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.
- (c) **Due dates for Contract Sales Reporting.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

- 11.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0125.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
 - (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, the year and quarter for which the VMF is being remitted, and Contractor's name as set forth in this Contract, if not already included on the face of the check.
 - (d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
 - (e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
- 11.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum: the Goods and/or Services sold (including, as applicable, item number or other identifier), approved third-party certification(s) per the Washington State Green Purchasing Guide, per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, and Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due before the end of February of the following year for the year immediately preceding.
- 11.4. TRANSACTION REPORTS. At Purchaser request, Contractor must provide timely transaction reports within ten (10) business days of request. Transaction report may include all transactions for entire agency or broken down by division within an agency. Detail may also include purchaser detail, date of purchase, quantity, price and ship to address.
- 11.5. BILLING REPORTS. At Purchaser request, Contractor must provide timely billing and invoicing reports within ten (10) business days of request.
- 11.6. ADMINISTRATIVE REPORTS. At Purchaser request, Contractor must provide a timely administrative reports within ten (10) business days of request. Administrative reports may include a list of all eligible purchasers within an agency with specific purchaser detail, email, phone, etc.

- 11.7. **FILL RATE REPORT.** Contractor must submit a monthly fill rate report to Enterprise Services by the fifteenth of each month for the month immediately preceding. Contractor must maintain a fill rate of eighty-five percent (85%) per month, over a rolling three month period, with a goal of ninety-five percent (95%). Fill rate will be calculated as follows:

$$\text{Products Accepted as on Time/Total Products Ordered} = \text{Fill Rate \%}$$

In order to correctly calculate fill rates, all items ordered shall be shown on the shipping invoice/packing slip. Backordered or discontinued items shall be clearly annotated. Price and product number/description must match purchase order details. The fill rate shall be calculated with and without substitutions. Products selected and delivered in error shall not be excluded from the overall fill rate calculation.

12. RECORDS RETENTION & AUDITS.

- 12.1. **RECORDS RETENTION.** Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

- 13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit B – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.
- 13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.
- 14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all third-party claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
- 14.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of

any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

16.1. **TERMINATION.** This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

16.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.

16.3. **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon

sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- 16.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the S Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.
- 16.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.
- 16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
 - (b) Contractor fails to timely report contract sales;
 - (c) Contractor fails to timely pay the vendor management fees when due; or
 - (d) Contractor breaches any representation or warranty provided herein.
- 16.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.
- 16.8. REMEDIES FOR DEFAULT.
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.
 - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

- 16.9. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; or (b) the operation of any Goods or Services warranty provided in this Contract;. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.
- 16.10. **SUSPENSION/TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.
- 16.11. **PURCHASER PURCHASE ORDERS.** Purchaser Orders may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; and (c) as otherwise expressly provided for in the applicable Purchase Order. Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

17. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 17.1. **WASHINGTON'S PUBLIC RECORDS ACT.** Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 17.2. **CONTRACTOR OBLIGATION.** Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 17.3. **ENTERPRISE SERVICES' OBLIGATION.** In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the

designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

18. GENERAL PROVISIONS.

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.
- 18.3. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.5. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 18.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.

- 18.8. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.
- 18.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 18.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.
- 18.12. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 18.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 18.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington,

without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.

- 18.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 18.17. **ATTORNEYS' FEES.** In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.
- 18.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 18.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 18.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 18.21. **CAPTIONS & HEADINGS.** The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 18.22. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
- 18.23. **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By:



Elena McGrew

Its: Statewide Enterprise Procurement
Manager

WAXIE'S ENTERPRISE, LLC.,
a Delaware limited liability company

By:


Rick Jones

Its: VP-GM

INCLUDED GREEN JANITORIAL PRODUCTS AND SUPPLIES & PRICES

Category One: Cleaning Chemicals	
Manufacturer/Brand	Percentage off Manufacturer/Brand
SOLSTA	53.50%
WAXIE Chemicals	55.00%
DIVERSEY INC	30.00%
ECOLAB INSTITUTIONAL DIVISION	30.00%
THE CLOROX SALES COMPANY	30.00%
3M	30.00%
ENVIROX LLC	30.00%
WHOLE EARTH LABORATORIES INC	30.00%
STEARNS PACKAGING CORP	30.00%
Tersano Inc	30.00%
Stearns Packaging	30.00%
FRESH PRODUCTS	40.00%
Earthsafe Chemical Alternative	30.00%
MIDLAB INC	30.00%
ROCHESTER MIDLAND	30.00%
SPARTAN CHEMICAL CO INC	65.00%
ECOLAB INSTITUTIONAL DIVISION	30.00%

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

- a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
- b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
- c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
- d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Master Contract, with limits of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Any required Commercial General Liability and Commercial Automobile Liability Insurance shall include the State of Washington and all authorized Purchasers (and their

agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services, and shall be sent to the email address set forth below:

Email: descontractsteamfir@des.wa.gov

Note: For Email notice, the Email Subject line must state:

**Contract Insurance Certificate – Contract No. 25723 –Green
Janitorial Products and Supplies**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

Staff Report: 162-25

To: Mayor and City Council
From: City Manager
Date: August 4, 2025

Subject

Interagency Agreement - City Hall Lighting Upgrade

Key Points

- Vancouver City Hall's current lighting system is inefficient, unreliable, and has exceeded its expected life expectancy.
- This project will transition City Hall's lighting from fluorescent fixtures to LED fixtures.
- A modern lighting control system and refreshed fixtures will further the City's climate goals and advance the building's required compliance with the Washington Clean Buildings Act.

Strategic Plan Alignment

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

Present Situation

The City will be using the Energy Savings Performance Contracting (ESPC) process through Washington State Department of Enterprise Services (DES). The City selected the contractor, Ameresco, Inc., through a mini-request for qualifications process that evaluated the list of contractors offered through this program by DES.

The DES program helps public facilities reduce energy and operational costs by partnering with qualified firms to perform Energy Savings Performance Contracting (ESPC). ESPC is a contracting process used to identify and install energy and utility improvements in existing facilities.

This project will provide lighting upgrades at City Hall, resulting in a new lighting control system, updated and upgraded fixtures, lower energy costs, and lower maintenance costs.

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Ameresco, Inc. has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 384 hours of apprentice time of the estimated total of 1,664 applicable labor hours for this project.

Advantage(s)

1. A modern lighting system will meet current code requirements and reduce operations and maintenance staff.
2. A modern lighting system will also reduce energy use and further the City's climate and sustainability goals.
3. City Hall, at 118,000 SF, is categorized as a State of Washington Tier 1 building, and is required to comply with the Washington Clean Buildings Act by 1/1/2027. A modern lighting

system advances this compliance.

Challenge(s)

None

Budget Impact

Sufficient funds for this project were appropriated in the 2025-2026 Biennium Capital budget.

Prior Council Review

November 6, 2023 (SR 197-23)

Action Requested

On Monday, August 4, 2025, award a contract and authorize the City Manager, or designee, to finalize and execute a construction contract and any required amendments with Ameresco of Portland, OR for the lighting upgrades at City of Vancouver City Hall at their bid price of \$803,027, 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. DES - City of Vancouver Inter Agency Agreement
2. DES - Ameresco Contract for Construction



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

*1500 Jefferson St. SE, Olympia, WA 98501
 PO Box 41476, Olympia, WA 98504-1476*

State of Washington ENERGY PROGRAM Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	INTERAGENCY AGREEMENT	
	IAA No.:	K8687
City of Vancouver 415 W. 6 th St., Floor 2 Vancouver, WA 98660	Date:	October 3, 2023

INTERAGENCY AGREEMENT
BETWEEN
CITY OF VANCOUVER
AND
WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

Pursuant to RCW chapter 39.34 and RCW chapter 39.35C, this *Interagency Agreement (Agreement)* is made and entered into by and between the State of Washington acting by and through the Energy Program of the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and City of Vancouver, a Washington State governmental agency ("Client Agency") and is dated and effective as of the date of the last signature.

R E C I T A L S

- A. Enterprise Services, through its Energy Program ("Energy Program"), helps owners of public facilities reduce energy and operational costs. The Energy Program is a national leader in developing and managing energy savings performance contracts that help reduce energy and operational costs in publicly-owned facilities.
- B. Upgrading to energy efficient infrastructure helps reduce long-term operations and maintenance costs. This allows owners to be better financial stewards while achieving their mission, so that Washington is a better place to live, learn, and work.
- C. Acting as the owner's advocate, the Energy Program delivers professional expertise and contract management services. By leveraging capital investments, owners can achieve efficiencies, improve facilities, and reduce carbon emissions in their publicly-owned facilities. Energy Program also creates value to owners by managing risk through guaranteed total project costs, equipment performance, and energy savings.
- D. Client Agency, an owner of a public facility, desires to contract with Energy Program to access and obtain certain Energy Program Services.
- E. The purpose of this Agreement is to establish a vehicle for Energy Program to provide future energy/utility conservation project management services to Client Agency and to authorize the development of the energy services proposal in a cost-effective, efficient manner.



A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** The term of this *Agreement* commences on the date of the last signature and ends **December 31, 2027.**
2. **STATEMENT OF WORK.**
 - A. **ENERGY PROGRAM.** Energy Program agrees to provide the following Services:
 - i. Upon request by Client Agency for energy services for a specific Energy/Utility Conservation Project(s), the Parties shall execute an amendment to this *Agreement* to specify the project and associated project management fees as set forth by Attachment B. Enterprise Services shall furnish necessary personnel and services as specified and set forth in Attachment A, *Project Management Services Scope of Work*.
 - ii. Assist in Dispute Resolution. Dispute resolution is an ongoing process throughout the project. However, this assistance does not include formal dispute resolution, arbitration or legal advice or representation in any legal action, and does not include legal fees and costs related to any dispute. Formal dispute resolution begins when a written claim is received demanding arbitration or other legal process is received. All formal dispute fees and costs will be borne separately by Client Agency. The Attorney General cannot and will not represent or advise a non-state agency.
 - B. **CLIENT AGENCY.** Client Agency agrees to the following:
 - i. Will conform to the protocols of this *Agreement*, including Enterprise Services' *General Conditions for Washington State Energy Savings Performance Contracting ("General Conditions")*, and as supplemented.
 - ii. Will conform to the requirements of the *General Conditions* for timely processing and approval of agreed upon changes to construction contracts involving cost, and for payment.
 - iii. Will conform to the following guidelines for communications between Client Agency, Enterprise Services and ESCOs (Energy Services Company) through the design, construction and post-construction phases as outlined below:
 - a) Communications between Client Agency, Energy Program Project Manager ("PM") and ESCO shall go through the PM. The PM may authorize exceptions for specific projects or situations. The PM may authorize the ESCO to communicate directly with Client Agency personnel to expedite the design and to avoid communication delays. This action does not authorize additional work, change in scope, or exclude copying all communications between ESCO and Client Agency to the PM.
 - b) All drawings, specifications, reports, and project correspondence must contain the State Project Number and suffix.



- The State Project Number consists of the fiscal year and a numerical sequence number, for example 2018-024, followed by an alphabetical suffix.
 - Professional services agreements have suffixes A through F, for example 2018-024 A.
 - Construction contracts have suffixes G through Z, for example 2018-024 G.
- iv. All identification and monitoring of documentation required by the funding source shall remain the responsibility of Client Agency.

3. COMPENSATION AND REQUIREMENTS.

- A. **COMPENSATION.** Compensation under this *Agreement* shall be by amendment to this *Agreement* for each authorized project. Each amendment shall include a payment schedule for the specific project.
- i. **Project Management Services Scope of Work (Attachment A):** For project management services provided by Energy Program, Client Agency shall pay Enterprise Services a Project Management Fee for services based on the total project value (including Washington state sales tax) per the Project Management Fee Schedule set forth in Attachment B.
 - ii. **Termination Fee:** If Client Agency, after authorizing an investment grade audit and energy services proposal, decides not to proceed with an energy/utility conservation project that meets Client Agency's cost effective criteria, then the Client Agency will be charged a termination fee as set forth in Project Management Fee Schedule. The termination fee shall be based on the estimated total project value outlined in the energy services proposal prepared by the ESCO as set forth in Attachment B.
 - iii. **Measurement & Verification Services ("M&V") Scope of Work (Attachment C):** If M&V are requested by Client Agency beyond the first three years following the notice of commencement of energy cost savings, Client Agency shall pay Enterprise Services \$2,000.00 annually for each year that such M&V are provided.
- B. **PAYMENT FOR ESCO SERVICES.** In the event that Client Agency enters into a contract with an Energy Program pre-qualified ESCO, pursuant to an *Enterprise Services Main Energy Services Agreement for ESCO Services*, Client Agency shall make payment for such contracted services directly to the ESCO, after Energy Program has reviewed and sent such invoices to Client Agency for payment.
- C. **FURTHER ASSURANCES.** Client Agency shall provide the ESCO with any additional necessary or desired contract language to comply with Client Agency's obligations pertaining to its use of federal, state, or other grants, funding restrictions, or unique contract/entity requirements. The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.
- D. **MANAGING COMPLIANCE WITH STATE AND FEDERAL LAW.** In all ESCO project agreements and contracts pertaining to this *Agreement*, Energy Program will require ESCO's compliance with applicable federal and state laws and state policies including, but not limited to, the following:
- 1. RCW Title 39 and 43
 - 2. ADA Requirements
 - 3. Buy America



4. Davis-Bacon
5. Prevailing Wage
6. DBE Participation
7. Apprentice Participation

Upon request by Client Agency, Energy Program will collect and provide the weekly-certified payroll to Client Agency. Client Agency, however, shall remain responsible for any documentation required by Client Agency's funding source. All federal verification, investigation, survey, reporting and enforcement requirements when there is a possible violation shall remain the responsibility of the federal grant recipient (Client Agency) unless negotiated by Energy Program and added by amendment to this *Agreement*. In the event that Energy Program becomes aware of a possible violation, it will notify Client Agency.

4. INVOICES AND BILLING.

- A. **BILLING PROCEDURE.** Enterprise Services shall submit invoices to Client Agency upon substantial completion and notice of commencement of energy cost savings of each authorized project, unless an amendment specifies special billing conditions and timeline. Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy cost savings issued by the ESCO. Each invoice will clearly indicate that it is for the services rendered in performance under this *Agreement* and shall reflect this *Agreement* and Amendment number. Energy Program will invoice for any provided services within sixty (60) days of the expiration or termination of this *Agreement*.
- B. **PAYMENT PROCEDURE.** Client Agency shall pay all invoices received from Enterprise Services within thirty (30) days of receipt of properly executed invoice vouchers.
- C. **BILLING DETAIL.** Each invoice submitted to Client Agency by Enterprise Services shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this *Agreement* and include the following:
 - Amendment number and project
 - The date(s) such services were provided
 - Brief description of the services provided
 - Total invoice amount
- D. **BILLING ADDRESS.** Invoices shall be delivered to Client Agency electronically to:

Email: brian.taylor@cityofvancouver.us

5. **AGREEMENT MANAGEMENT.** The parties hereby designate the following *Agreement* administrators as the respective single points of contact for purposes of this *Agreement*, each of whom shall be the principal contact for business activities under this *Agreement*. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
 Attn: Bernard Jackson
 Energy Project Manager
 Energy Program
 Washington Dept. of Enterprise Services

Client Agency
 Attn: Brian Taylor
 Facilities Superintendent
 City of Vancouver



PO Box 41476
 Olympia, WA 98504-1476
 Tel: (360) 280-0654
 Email: Bernard.jackson@des.wa.gov

415 W. 6th St., Floor 2
 Vancouver, WA 98660
 Tel: (360) 487-8390
 Email: brian.taylor@cityofvancouver.us

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

The Client Agency representative shall be responsible for working with Energy Program, approving billings and expenses submitted by Energy Program, and accepting any reports from Energy Program or ESCO.

The Energy Program representative shall be the contact person for all communications regarding the conduct of work under this *Agreement*.

6. RECORDS.

- A. AGREEMENT AVAILABILITY. Prior to its entry into force, this *Agreement* shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- B. RECORDS RETENTION. Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this *Agreement* or final payment for any service placed against this *Agreement*, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- C. OWNERSHIP. Records and other information, in any medium, furnished by one party to this *Agreement* to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third party without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action. Each party will utilize reasonable security procedures and protections to assure that records and information provided by the other party are not erroneously disclosed to third parties.
- D. PUBLIC RECORDS. This *Agreement* and all related records are subject to public disclosure as required by RCW 42.56, the Public Records Act (PRA).

- 7. **RESPONSIBILITY OF THE PARTIES.** Each party to this *Agreement* assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.
- 8. **DISPUTE RESOLUTION.** The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this *Agreement* as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this *Agreement* while attempting to resolve any such dispute. If, however, a dispute persists regarding this *Agreement* and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall produce its



description of the dispute in writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties.

9. **TERMINATION FOR CONVENIENCE.** Except as otherwise provided in this *Agreement*, either party may terminate this *Agreement* upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this *Agreement* prior to the effective date of such termination.

10. **GENERAL PROVISIONS.**

- A. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable law.
- B. **INTEGRATED AGREEMENT.** This *Agreement* constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- C. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this *Agreement* may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- D. **AUTHORITY.** Each party to this *Agreement*, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this *Agreement* and that its execution, delivery, and performance of this *Agreement* has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- E. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this *Agreement*. Neither party is an agent of the other party nor authorized to obligate it.
- F. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this *Agreement* shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- G. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this *Agreement*, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- H. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this *Agreement* in their entirety.
- I. **CAPTIONS & HEADINGS.** The captions and headings in this *Agreement* are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this *Agreement* nor the meaning of any provisions hereof.
- J. **ELECTRONIC SIGNATURES.** A signed copy of this *Agreement* or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to

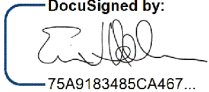


have the same legal effect as delivery of an original executed copy of this *Agreement* or such other ancillary agreement for all purposes.

- K. COUNTERPARTS. This *Agreement* may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this *Agreement* at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this *Agreement*.

EXECUTED AND EFFECTIVE as of the date of the last signature.

City of Vancouver

By:  _____
DocuSigned by:
75A9183485CA467...
Name: Eric Holmes
Title: City Manager
Date: 11/9/2023

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:  _____
Name: Kirsten G. Wilson, PE
Title: Energy Program Manager
Date: 11.14.23



ATTACHMENT A

PROJECT MANAGEMENT SERVICES SCOPE OF WORK

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this *Agreement*.

1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Assist in negotiating scope of work and fee for an ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.
9. Assist with final project acceptance.
10. Assist in resolution of disputes with the ESCO that arise during this *Agreement*, not to include formal disputes.
11. Review up to the first three years of the ESCO's annual Measurement and Verification (M&V) reports for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward ESCO invoice vouchers for payment by the Client Agency.



ATTACHMENT B

PROJECT MANAGEMENT FEE SCHEDULE

2023-25 Interagency Reimbursement Costs
for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION FEE</u>
5,000,001..... 6,000,000.....	\$68,800.....	25,700
4,000,001... .. 5,000,000.....	67,700.....	25,400
3,000,001..... 4,000,000.....	66,700.....	25,000
2,000,001..... 3,000,000.....	62,500.....	23,400
1,500,001..... 2,000,000.....	58,300.....	21,800
1,000,001..... 1,500,000.....	51,600.....	19,300
900,001. 1,000,000.....	43,800.....	16,400
800,001..... .. 900,000.....	41,300.....	15,400
700,001..... .. 800,000.....	38,300.....	14,400
600,001..... .. 700,000.....	36,500.....	13,700
500,001..... .. 600,000.....	33,800.....	12,600
400,001..... .. 500,000.....	30,200.....	11,300
300,001..... .. 400,000.....	25,800.....	9,700
200,001..... .. 300,000.....	20,700.....	7,700
100,001..... .. 200,000.....	14,400.....	5,400
50,001..... .. 100,000.....	7,800.....	3,500
20,001..... .. 50,000.....	4,200.....	2,000

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum Energy Program termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by Enterprise Services' Energy Program.
2. Termination fees cover the selection and project management costs associated with managing an ESCO's investment grade audit and energy services proposal. No termination fee will be charged unless Client Agency decided not to proceed to construction based on an energy services proposal that identifies projects that met Client Agency's cost effectiveness criteria.
3. If the project meets Client Agency's cost effectiveness criteria and Client Agency decides not to move forward with a project, then Client Agency will be invoiced per the above listed Termination Fee or \$25,700 whichever is less. If Client Agency decides to proceed with the project then the *Agreement* will be amended to include the Project Management Fee listed above.
4. If the audit fails to produce a project that meets Client Agency's established cost effectiveness criteria, then there is no cost to Client Agency and no further obligation by Client Agency.



ATTACHMENT C

MEASUREMENT & VERIFICATION SERVICES SCOPE OF WORK

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

If requested, Energy Program will provide the following measurement and verification services for each year beyond the first three years following the Notice of Commencement of Energy Cost Savings by the ESCO for the specific Client Agency project:

1. Review the ESCO's annual Measurement and Verification report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward any ESCO invoice vouchers for payment by the Client Agency.
2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and Client Agency that may impact achieved energy savings.
3. Attend a meeting or meetings with Client Agency and ESCO to review and discuss the annual Measurement and Verification report.



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

ESCO Contract No. 2025-245 G (1-1)
Project City of Vancouver City Hall Lighting Upgrade
Agency City of Vancouver
Date July 11, 2025

STATE OF WASHINGTON
ENERGY SERVICE COMPANY (ESCO) CONSTRUCTION CONTRACT
For the DEPT. OF ENTERPRISE SERVICES, ENERGY PROGRAM

This Energy Service Company (ESCO) Construction Contract, made and entered into this 11th day of July, 2025, shall be the agreed basis of performing the following work by and between the State of Washington, City of Vancouver acting through the Department of Enterprise Services, Energy Program, hereinafter referred to as the Owner, and

Ameresco, Inc.
6811 S. 204th St., Suite 210
Kent, WA 98032
Telephone (425) 463-6505
E-mail AmerescoWades@ameresco.com

hereinafter referred to as the ESCO or Contractor.

WITNESSETH: Whereas the parties hereto have mutually covenanted and by these presents do covenant and agree with each other as follows:

FIRST: The said ESCO agrees to furnish all permits, material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the work called for in the attached Scope of Work, Energy Services Proposal dated June 6, 2025, for:

Energy Services Authorization No. 2025-245 A (1)
Main Energy Services Agreement No. 2023-185 A (1)

Audits and Proposals for this project were prepared by the ESCO according to the terms of the Contract Documents which include, but are not limited to, the Main Energy Services Agreement, Energy Services Authorization(s), the accepted Proposal, *General Conditions for Washington*

State Energy Savings Performance Contracting, Addenda, Specifications, Drawings, Bond, and this Construction Contract.

SECOND: Time of Completion: The work to be performed under this contract shall commence as soon as the ESCO has been officially notified to proceed and shall be substantially complete within 315 consecutive calendar days after the date of Notice to Proceed.

THIRD: In consideration of the Performance of the Work, herein contained on the part of the ESCO, the Owner hereby agrees to pay the ESCO for said work completed according to the Contract Documents, for not more than the sum of \$523,773.00, plus 8.8% state sales tax consisting of the following:

ESCO Contract Cost	\$ 523,773.00
--------------------	---------------

The ESCO shall bond this contract in accordance with Section 2.04 of the General Conditions for Washington State Energy Savings Performance Contracting. The construction value plus contingency is a guaranteed maximum not-to-exceed cost and final payment to the ESCO shall be reconciled to reflect the actual installed cost provided it does not exceed the guaranteed maximum cost.

FOURTH: ESCO payments to subcontractors and materialmen shall not be contingent upon the ESCO receiving payment from the Owner. Unless otherwise agreed upon, payment to the ESCO shall be made only after completion of the energy efficiency measure(s) and the ESCO has issued a Notice of Commencement of Energy Savings and the Owner has accepted such Notice.

FIFTH: Consistent with RCW 39.12.120, ESCO and its subcontractors shall keep accurate payroll records for three years from the date of acceptance of the project and file a copy of its certified payroll records using the Department of Labor and Industries' online system at least once per month. If the Department of Labor and Industries' online system is not used, a contractor, subcontractor, or employer shall file a copy of its certified payroll records directly with the Department of Labor and Industries at least once per month in a format approved by the Department of Labor and Industries. A contractor, subcontractor, or employer's noncompliance with this section constitutes a violation or RCW 39.12.050.

SIXTH: Civil Rights

Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

SEVENTH: Non-Discrimination

1. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this

nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

2. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
3. Default. Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
4. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

IN WITNESS WHEREOF: The said Department of Enterprise Services, Energy Program, has caused this ESCO Construction Contract to be subscribed in its behalf, and the said ESCO has signed this ESCO Construction Contract the day and year first above written.

ESCO:
Ameresco, Inc.

Owner:
City of Vancouver
acting through the
Department of Enterprise Services
Energy Program

By _____
Name _____
Title _____
Date _____

By _____
Name Kirsten G. Wilson, PE
Title Energy Program Manager
Date _____

WA State Contractor's License No. AMEREI*004PZ

UBI Number 602 062 980

2025245Gcontrw

ESCO Construction Contract No. 2025-245 G (1-1)
Effective 03.14.2024

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STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

July 11, 2025

SCOPE OF WORK

ESCO Contract No. 2025-245 G (1-1)

City of Vancouver City Hall Lighting Upgrade
City of Vancouver
City Hall

Furnish and install the energy efficiency measures, including any and all necessary ancillary equipment, as described in the City of Vancouver Energy Services Proposal dated June 6, 2025.



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

July 11, 2025

RETAINAGE INVESTMENT

ESCO Contractor	Ameresco, Inc.
ESCO Contract No.	2025-245 G (1-1)
Description	City of Vancouver City Hall Lighting Upgrade
Client Agency	City of Vancouver

Pursuant to R.C.W. 60.28, you are required to exercise your option, IN WRITING, on whether or not monies reserved from the amounts due you on the above contract shall be placed in escrow. You are therefore directed to complete and return this form with the signed copy of the above contract to the Energy Program.

Should you desire to have the retained monies invested, it will then be necessary that you enter into an escrow agreement with a bank, trust or savings and loan company, and the above Client Agency.

This form will be transmitted to the Client Agency for further action in preparing the escrow agreement.

ENERGY SERVICES CONTRACTOR'S OPTION

_____ I do not request retainage on the above contract to be invested.

_____ I hereby request retainage on the above contract be invested.

_____ I hereby request retainage on the above contract be invested and converted into bonds and sureties.

_____ Retainage Bond.

Signature

Date

Title



City of Vancouver City Hall Lighting Energy Services Proposal

Prepared for

City of Vancouver

June 6, 2025

Prepared for

City of Vancouver

June 6, 2025



Submittal

Energy Services Proposal

DES/L&I Project 2025-245A(1)

Ameresco Project 1011211

Presented by

Ameresco, Inc.

6811 South 204th St, Ste 110

Kent, WA 98032

www.ameresco.com

AMERESCO 

This Submittal contains data and information that is provided in confidence. The contents includes proprietary information and trade secrets that belong to Ameresco, Inc., ("Confidential Information") and is disclosed to the recipient only for purposes of evaluation. In the event Ameresco is awarded a contract or purchase order as a result of or in connection with the submission of this proposal, Customer shall have a limited right as set forth in the governing contract or purchase order to disclose the data herein, but only to the extent expressly allowed.

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City of Vancouver City Hall Lighting
Energy Services Proposal

1. Executive Summary

Executive Summary

Summary & Project Services

Ameresco is pleased to present this proposal for the implementation of lighting upgrades at City of Vancouver City Hall.

This Proposal follows the outline contained in Section II of the Main Energy Services Agreement (MESA). It presents the contractual terms under which Ameresco, City of Vancouver, and the Department of Enterprise Services Energy Program (DES Energy Program) will work together over the term of the project. This Proposal describes the scope, costs, guarantees, and other aspects of the project.

The services in this Proposal include design, construction, system verification, and Measurement and Verification (M&V) services for the first year. (See **Appendix B** for the M&V Plan.) Although City of Vancouver (CoV) will operate and maintain the lighting fixtures and LEDs, Ameresco will provide M&V services during the first year to help ensure the predicted savings are achieved. Ongoing M&V services are offered for an additional cost at the Owner's (CoV) request.

Project Description

This project improves the energy efficiency of lighting and lighting controls at the City of Vancouver City Hall. It replaces fluorescent and other lower-efficiency lamps with LEDs through Type C retrofit solutions.

The project also has benefits beyond energy efficiency, including improved lighting quality and reduced maintenance. These benefits will help improve occupants' visual comfort while reducing time and funds spent on maintenance of lighting systems.

Equipment To Be Installed

This project includes the installation of the equipment in **Table 1** below:

Table 1. Proposed Equipment Summary

Proposed	Count
New LED 2/4 Pin PL Horizontal 16 watt (KT-LED162P-H-840-D)	14
New LED 2/4 Pin PL Horizontal 16 watt (KT-LED162P-H-840-D)	21
New LED Par 38 13 Watt (KT-LED13PAR38-NF-840 /G2)	4
New LED 2/4 Pin PL Vertical Mount 16 Watt (KT-LED162P-V-840-D)	48
New LED Par 30 10 Watt (KT-LED10PAR30-F-840 /G2)	8
New LED Par 30 10 Watt (KT-LED10PAR30-F-840 /G2)(2)	2
New LED Par 30 10 Watt (KT-LED10PAR30-F-840 /G2)(3)	2
New LED 2 Pin PL 6 watt (KT-LED62P-HS-840-D)	24

Proposed	Count
New LED T8 1 Lamp Type C 4' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	187
New LED T8 2 Lamp Type C 4' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	423
New LED T8 3 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	9
New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	71
New LED T8 2 Lamp Type C 2' Retrofit (Keystone KT-LED8T8-24G-840-E/G2)	3
New LED T8 3 Lamp Type C 4' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1
New LED T8 6 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	71
New LED T8 8 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	20
New LED T5 1 Lamp Type C 4' Retrofit (Keystone KT-LED12T5HE-48G-840-E/G2)	7
New LED T5 2 Lamp Type C 4' Retrofit (Keystone KT-LED12T5HE-48G-840-E/G2)	10
New LED T5 1 Lamp Type C 4' Retrofit (Keystone KT-LED22T5HO-48G-840-E/G2)	22
New LED T5 2 Lamp Type C 4' Retrofit (Keystone KT-LED22T5HO-48G-840-E/G2)	46
New LED 2 or 4 Pin LED 8W Horizontal (KT-LED82P-H-840-D)	71
New LED Can Light 6" 13 Watt (Keystone KT-RDLED18PS-6A-8CSE-VDIM)	17
New LED Can Light 6" 18 Watt (Keystone KT-RDLED18PS-6A-8CSE-VDIM)	8
New LED Can Light 6" 9 Watt (Keystone KT-RDLED18PS-6A-8CSE-VDIM)	78
New LED Square Can Retrofit 6" 13 Watt (JPDZ6SQDBALO10SWW5WD90CRIJPDZRMUBXMOVLTZT10WWH)	59
New LED PL Lamp 2/4 Pin Omni Dir 8 Watt (KT-LED82P-O-840-D)	120
Leave As Is	426

Table 2. City Hall Proposed Controls List

Proposed	Count
EN-M-GB2-X (GREENBUS MANAGER)	2
EN-SW-SSUVIRT (SYSTEM SUPPORT UNIT, VIRTUAL)	1
EN-ITT-GB2 (GREENBUS INSTALLATION TOOL)	1
EN-ALC-1R10V-GB2-BK (AREA LIGHTING CONTROLLER)	98
EN-ILCM-1R10V-GB2-BK (LUMINAIRE CONTROL MODULE)	239
EN-SIM-AI/SPS-GB2-BK (SENSOR INTERFACE MODULE)	1
RCK-700 (MOUNTING RACK, WALL, 4U)	3
PWR-700 (POWER BAR, TRIPP LITE RACK MOUNT)	1

Proposed	Count
TEG-S16G (NETWORK SWITCH, 16 PORT)	1
EN-SCPPH-0450-GB2 (GREENBUS PHOTOCELL, 450 SQFT)	20
EN-SCPPH-1500-GB2 (GREENBUS PHOTOCELL, 1500 SQFT)	84
PHS-800 (PHOTO SENSOR, OUTDOOR)	1
EN-BC-1000FT-GB2 (GREENBUS CABLE, 1000 FT BOX)	15
EN-CON-50-GB2 (GREENBUS CONNECTORS, QTY 50)	22
NWC-400-B (NETWORK CABLE, 1000 FT BOX)	1
EN-WS-2B-GB2-WH (WALLSTATION, 2 BUTTON)	8
EN-WS-SC3-GB2-WH (WALLSTATION, 3 SCENE)	21
EN-WS-ZC3-GB2-WH (WALLSTATION, 3 ZONE)	44
DSW-301-W (DUAL TECH SENSOR SWITCH)	10
DW-311-W (DUAL TECH 0-10V WALL DIMMER)	42
DT-355 (DUAL TECH OCC SENSOR, 100-347V)	6
SDRAWSYS-EN (SYSTEM DOCUMENT PACKAGE)	1
SCOM-EN (STARTUP)	1

Project Contact List

Client Contact: Wyatt Jones
E-mail Address: wyatt.jones@cityofvancouver.us
Phone Number: (360) 831-7715

Ameresco Contact: Erica Porras
E-mail Address: eporras@ameresco.com
Phone Number: (503) 290-1294

Department of Enterprise Services (DES): Bernard Jackson
E-mail Address: bernard.jackson@des.wa.gov
Phone Number: (360)-280-0654

Utility Contact: Clark Public Utilities
E-Mail Address: bhibbs@clarkpud.co
Phone Number: (360)-904-6850

Project Benefits

Table 3 provides an overview of energy and financial benefits for the proposed project.

Table 3. Project Benefits Overview

Baseline Use		Proposed Use		Proposed Savings		Guaranteed Savings*	
kWh	\$	kWh	\$	kWh	\$	kWh	\$
223,496	\$11,845	104,082	\$5,516	119,413	\$6,329	113,443	\$6,012

Ameresco guarantees 95% of the estimated energy savings (Proposed kWh Savings) for the duration of the warranty period.

Financial Benefits

The guaranteed maximum project cost is **\$760,904**. Including sales tax and DES Energy Program project management fees, the total project cost is **\$869,165**. The estimated utility incentive for the project is **\$20,000**. The estimated net cost to the Owner is **\$849,163**.

Table 2 shows the estimated electric power use, power and cost savings, and utility incentives related to this project. The estimated annual energy cost savings is **\$6,329**, while the guaranteed annual energy cost savings is **\$6,012**.

Construction Cost Savings

All construction costs will be open book to the Owner, and any cost savings related to savings on the ESCO's (Energy Services Company) (Ameresco) labor and material costs will revert to the Owner at the end of the project.

Energy Cost Savings

The proposed measures will reduce electric power usage costs by an estimated **\$6,329** (guaranteed **\$6,012**) annually. Additional cost savings will result from reduced electric demand charges.

Operations and Maintenance Related Benefits

The proposed measures will result in an estimated annual maintenance materials cost savings of **\$1,980**. This excludes any labor cost savings that may result. The estimated total combined annual cost savings between electric utility and maintenance materials costs is **\$8,309**.

Environmental Benefits

This project will lead to reduced facility energy usage and building Energy Use Intensity (EUI). To the degree that fossil fuels are included in the energy mix provided by Pacific Power, this will also lead to a reduction in greenhouse gas emissions (GHG).

Across the portfolio of buildings included, the project will result in an average EUI reduction of **3.5 kBtuh/ft²/year** (3.5 EUI points).

Guarantees

1. Ameresco guarantees that the project cost, related specifically to energy savings and the project scope, will not exceed the maximum price of **\$760,904** (project cost before sales tax and DES Energy Program project management fee).
2. Ameresco guarantees that the energy savings will not be less than **113,443 kWh/year** for the period of warranty.

Conclusion

This project represents an excellent opportunity for City of Vancouver to improve its lighting quality and energy efficiency. The project provides over \$800,000 in facility improvements as well as significant annual operational savings. Ameresco looks forward to working with CoV and the DES Energy Program in making this project a success.

City of Vancouver City Hall Lighting
Energy Services Proposal

2. Facility Description

Facility Description

The City of Vancouver City Hall building is a seven-story brick-clad steel frame municipal structure, originally constructed as the Colombian newspaper offices in 2006 with LEED Gold certification in 2007. The building is 118,000 ft² and was built in 2006. The building is a seven-story brick-clad steel frame municipal structure, originally constructed as the Colombian newspaper offices in 2006 with LEED Gold certification in 2007. It currently houses city administration and departments on the bottom five floors, occupied tenant space on the 5th floor, and vacant tenant space on the 6th floor. There is no basement, but a small loading dock is present on the south side of the building. The core is serviced by three elevators, including one freight elevator. A seventh-floor penthouse houses the mechanical plant, including boiler and chillers. Two large air handling units are set on the roof end-to-end. Table 3 is a summary of buildings included in the present audit. Descriptions of the individual buildings follow.

Table 4. Affected Facilities

Building Name	Date of Construction or Major Renovation	Square Feet
City of Vancouver City Hall	2006	118,000

Energy Conservation Measures (ECMs) to be Implemented

This section outlines the scope of work included in this proposal. Details on the Measurement & Verification protocol can be found in **Appendix B: M&V Plan**.

VCH-L1: City Hall Interior Lighting Upgrade

General Description

Retrofit existing T-8, T-5 and metal halide fixtures with long-lasting drivers and LEDs. Also replace Encilium controls system with a modern version. Existing and proposed lighting fixtures for each building are available in **Appendix A: Lighting Tables**.

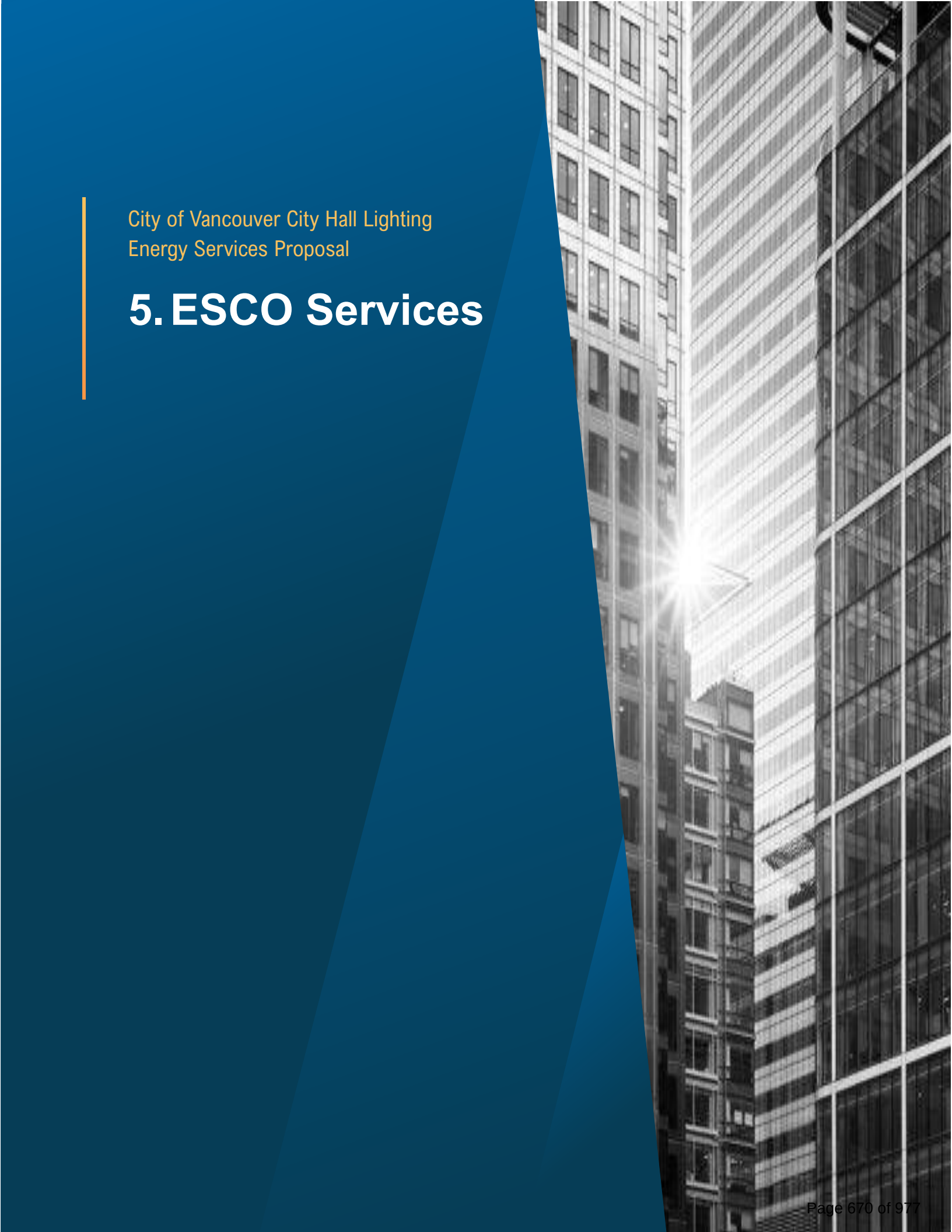
City of Vancouver City Hall Lighting
Energy Services Proposal

3. Energy Conservation Measures

Exclusions

Maximum project costs DO NOT include the following:

- a) To the extent possible, code deficiencies and existing issues related to the scope of work were investigated in project development. There are no deficiencies identified at this time. Lighting distribution and lighting deficiencies outside of the defined scope are not included unless specifically noted.
- b) Asbestos abatement, mold mitigation, and hazmat mitigation are not included in the scope of work. This scope has not been investigated by a good faith effort; therefore, hazardous material mitigation is the responsibility of CoV. Ownership of hazardous materials remains the property of CoV through disposal and does not become the property of Ameresco.
- c) Price currently includes tariff related increases disclosed by the manufacturer. A price adjustment will be required for any additional tariffs that are imposed after the date of execution.



City of Vancouver City Hall Lighting
Energy Services Proposal

5. ESCO Services

ESCO Services

Ameresco will provide the following services:

Energy Audit

The energy audit has been completed, with findings and conclusions documented in the IGA report dated March 18, 2025. This ESP provides the final cost estimates, projected energy savings, and payback analysis.

Design Services

Provide a detailed audit as needed to obtain Owner review and approval of the proposed system and to obtain competitive bids and necessary permits to construct. Provide construction support services, start-up, and testing. Provide relevant O&M manuals.

Construction

Provide, or cause to be provided, all material, labor, and equipment, including paying for permits, fees, bonds, and insurance, required for the complete and working installation of the ESCO equipment.

- a) The ESCO anticipates subcontracting the construction work to qualified firms. The ESCO will share information regarding the actual costs of the work with the Owner.
 - a. The current project scope that will be subcontracted includes:
 - i. VCH-L1: City Hall Interior Lighting Upgrades
- b) Ameresco will abide by the applicable Washington State Department of Labor & Industries prevailing wage for the county of the work.
- c) At the conclusion of the last phase of the project and when the ESCO has completed the installation and commissioning of the Equipment, including start-up and operation verification and training in accordance with the Proposal, the ESCO will provide to the Owner a "Notice of Commencement of Energy Savings" (NCES) and submit a "Notice of Substantial Completion"; as defined in the General Conditions Section 6.09.

Construction Project Management

Provide construction project management services required to manage Ameresco's labor force or its subcontractors to coordinate, purchase, and install equipment as applicable in the construction contract. These include but are not limited to contract administration, preparation of meeting minutes, schedule creation, submittal processing, purchasing, invoicing, as-built drawings, and close-out documentation. The Owner is expected to coordinate day-to-day communications with tenants and any scheduling of tenant relocations in and around occupied areas. This is not supervision as provided by the site superintendent.

Site Superintendent

Provide site superintendent services as necessary to facilitate and coordinate on-site construction activities. Site supervision includes, but is not limited to, all activities executed by an employee of the ESCO in the active on-site supervision of its own labor force and its subcontractors.

Operation Training

There is no relevant training associated with the current project scope.

Measurement & Verification

The ESCO will provide measurement and verification to help ensure the guaranteed performance is achieved throughout the first year of the agreement. **Appendix B** contains the full M&V Plan for the project. Specific tasks will include:

- a. Existing wattage measurements and lighting levels will be performed prior to construction activities.
- b. Post-installation Measurement and Verification (M&V) will be performed after installation.
- c. A Year 1 M&V report will be delivered within 30 days of the end of Year 1. The ESCO will attend one annual meeting to review the Measurement & Verification results and reconcile the energy savings.

Warranty

The ESCO will warrant labor and materials for one year following Notice of Substantial Completion.

Notice of Substantial Completion will be issued at the end of the project, when conservation measures are completed, saving energy, and accepted by DES and the owner. Substantial completion will be confirmed with DES and Owner prior to issuance of the notice.

Notice of Commencement of Energy Savings will be submitted subsequent to project completion and will be effective the first day of the month following its submission. Its effective date marks the start of Year 1 of the performance period.

A warranty log will be kept that outlines completed and accepted conservation measures with warranty start and end dates.

Operations & Maintenance Procedures

None provided for existing equipment. Operation and maintenance manual will be provided for the installed equipment.

Equipment Maintenance

The ESCO will provide no equipment maintenance or repairs after the warranty period.

Following the completion of the installation and Owner acceptance of the Equipment, the Owner shall provide all necessary services, repairs, and adjustments to the Equipment so that the Equipment will perform in the manner and to the extent set forth in the Proposal. The ESCO shall have no obligation to service or maintain the Equipment after the warranty period.

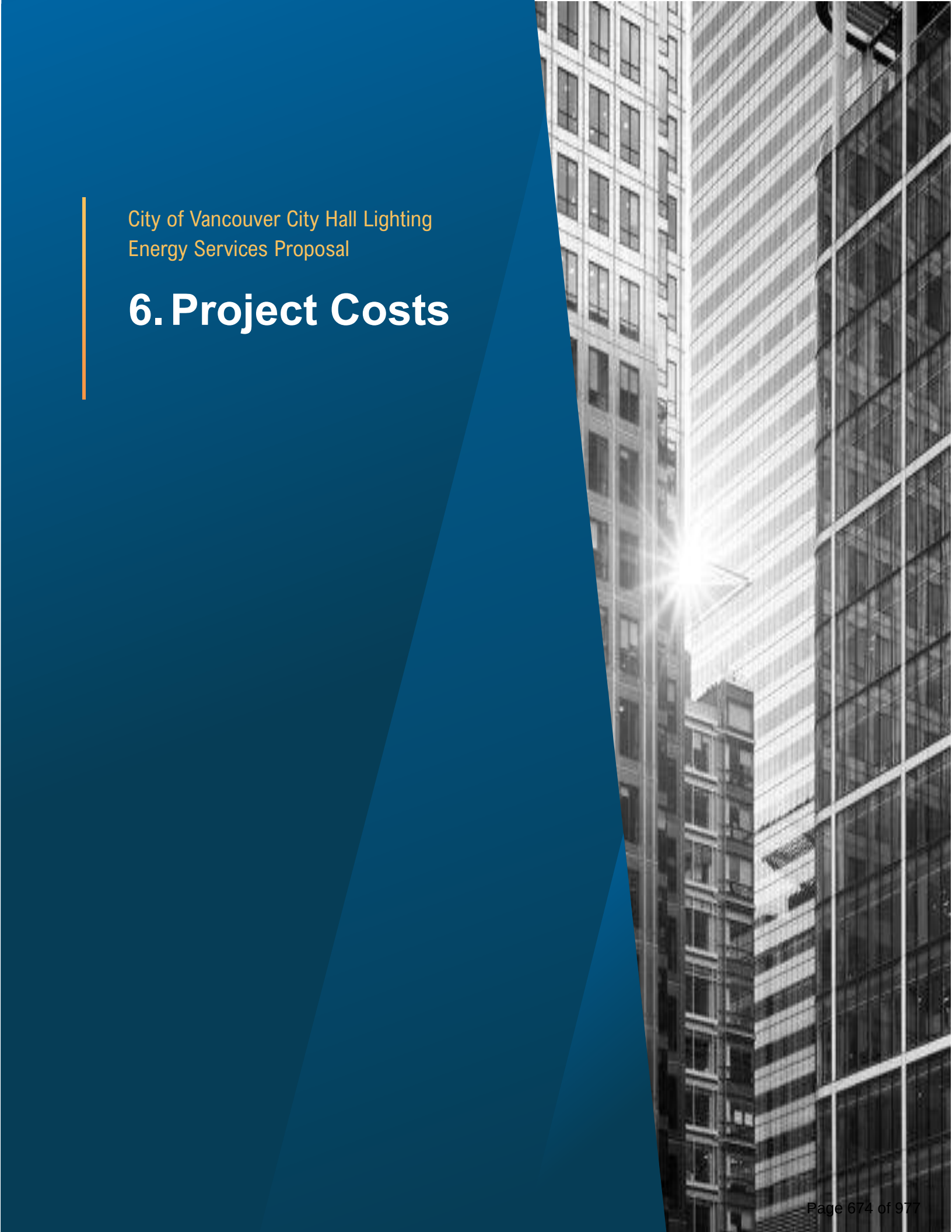
Hazardous Waste

The project does not include the cost for removal and disposal of any identified hazardous waste, apart from that of any lamps, ballasts, and fixtures removed in the course of the present lighting upgrade project. Should the project require additional removal or disposal of any unidentified hazardous material, the ESCO may have the hazardous material or substances removed and disposed of at the request of the Owner. The ESCO will not assume ownership of the material but may act on behalf of the Owner to properly remove and dispose of the material. The Owner shall pay the ESCO for the cost of the additional work. The Owner agrees and acknowledges that it has not relied on or employed the ESCO to analyze or identify the presence of any hazardous substance on the Owner's premises. The cost of any additional hazardous material abatement and disposal is not included in this proposal. For additional information, please refer to section 5.20 of the General Conditions.

There was no Good Faith Survey provided during the Investment Grade Audit. See Exclusions for more details about hazardous waste scope.

Site Safety Requirements

Ameresco and its subcontractors will develop site-specific safety plans once means and methods are determined after design implementation.



City of Vancouver City Hall Lighting
Energy Services Proposal

6. Project Costs

Project Costs

Maximum Project Cost

The ESCO guarantees that the Maximum Project Cost will not exceed \$760,905. This cost does not include sales tax or DES Energy Program project management fees. With sales tax and DES Energy Program project management fees, the Total Project Cost is \$869,165. The ESCO does not guarantee the value of sales tax or DES Energy Program project management fees.

NOTE: The proposed Total Project Cost is valid for 60 days from the date of this proposal. Beyond 60 days, Ameresco reserves the right to adjust pricing to reflect current labor and material cost.

Project Cost Table

Table 5. Project Cost Table

Project Cost Category	Project Cost
Engineering Audit	\$24,836
Labor and Material Cost	\$506,061
M,W,G Design at 0% of Labor & Material	\$ -
Lighting Design at 10% of Labor & Material	\$50,606
Construction Management at 6% of Labor & Material	\$30,364
Site Supervision	\$10,121
Bonding at 1.5% of Labor & Material	\$7,591
ESCO Overhead at 10% of Labor & Material	\$50,606
ESCO Profit at 8% of Labor & Material	\$40,485
1st Year of M&V - Ameresco	\$4,000
Additional Years of M&V - Ameresco	\$ -
Subtotal-Construction Costs	\$724,670
Construction Contingency at 5% of Construction Costs	\$36,234
Apprenticeship Incentive	\$ -
Maximum Project Cost	\$760,904
Sales Tax at 8.8% of Maximum Project Cost	\$66,960
0 Years of M&V - DES	\$ -
DES Project Management Fees	\$41,300
Total Project Price to Customer	\$869,163
Estimated Utility Incentive	\$20,000
Estimated Grant Funding	\$ -
Project Net Cost	\$849,163

Items Included in Maximum Project Cost

Maximum project costs include the following: (Refer to Section II. A. in the MESA for details)

- a) Engineering audit, including the cost for preparation of this proposal, is a fixed fee.
- b) The lighting design fee is calculated at 10% of labor and material. This is a fixed fee.
- c) The construction management service fee is calculated at 6% of labor and material. This is a fixed fee.
- d) The site superintendent services will be invoiced based on actual hours per the Main Energy Services Agreement (MESA).
- e) Installation of the ESCO Equipment including the following costs:
 - (1) All costs paid by the ESCO for the installation of the ESCO Equipment. This includes costs paid to subcontractors or directly to ESCO personnel when related to installation or system verification of the ESCO Equipment.
 - (2) The portion of reasonable travel, lodging, and meal expenses of the ESCO or of its officers or employees incurred while traveling in the discharge of duties connected with the work; per Section B of the MESA and OFM guidelines.
 - (3) Cost of all equipment, materials, and supplies incorporated in the work, including costs of transportation thereof.
 - (4) Cost or rental charges, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers which are consumed in the performance of the Work, and the cost less salvage value on such items used but not consumed which remain the property of the ESCO.
 - (5) Cost of premiums for all bonds and insurance, which the ESCO is required to purchase and maintain.
 - (6) Permit fees, royalties, and deposits lost for causes other than the ESCO's negligence.
 - (7) Losses and expenses not compensated by insurance or otherwise sustained by the ESCO in connection with the Work, provided they have resulted from causes other than the fault or neglect of the ESCO or its subcontractors. Such losses shall include settlements made with the written consent and approval of the Owner. If, however, such loss requires reconstruction and the ESCO is placed in charge thereof, the ESCO shall be paid for its services a fee.
 - (8) Demolition cost and cost of removal of all debris, including all lamps and ballasts uninstalled in the course of the project.
 - (9) Costs incurred due to an emergency affecting the safety of persons and property.
 - (10) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

- (11) The cost of construction financing including contingency and an allowance for Owner-initiated scope improvements only if agreed to by the Owner and DES Energy Program in advance.
- (12) Cost of equipment startup, training, system verification, and balancing performed by the ESCO.
- (13) Bonding, Liability Insurance, and Builder's Risk Insurance.
- (14) Overhead and Profit. This includes the ESCO's remuneration for compensation of personnel, expenses, risks related to the project, and profit. Overhead is calculated at 10% of the labor and material, and profit is calculated at 8% of labor and material. These are fixed fees.
- (15) Metering equipment costs for any permanent metering or monitoring equipment left on site.
- (16) The ESCO shall provide a Schedule of Values at the end of construction bidding and prior to the first application of payment. The schedule of values will include all costs related to the installation of the ESCO equipment except fixed fee items; refer to General Conditions section 6.02 for details.
- (17) The Total Project Cost proposed is valid for 60 days from the date of this proposal. Beyond 60 days, Ameresco reserves the right to adjust the pricing based on current labor and material costs.

Construction Contingency

A construction contingency of \$36,234 (not including sales tax) has been established for this project. The total project contingency, including sales tax, is \$39,422. The contingency is for items necessary to complete the original scope of work upon approval by the Owner and DES Energy Program. Such approval for the use of contingency funds for work in the original scope shall not be unreasonably withheld. The ESCO shall not be allowed to mark-up contingency funds expended for items included in the original scope of this project. The ESCO and Owner will jointly manage any contingency left after the project scope is completed. The ESCO shall be allowed to mark-up items beyond the original scope as approved by Owner. All unused construction contingency funds shall reduce the overall project cost to the Owner.

Accounting Records

The ESCO shall check all material, equipment, and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The accounting system shall be satisfactory to the Owner. The Owner shall be afforded access to all the ESCO's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of six (6) years, or for such longer period as may be required by law, after the final payment. Refer to General Conditions Section 10.08 for details.

Reconciliation of Labor and Material Costs

The financed amount is based on an estimate of Labor & Material costs. In recognition that actual Labor & Material costs may vary from the estimate, the following procedures are established to reconcile this difference:

- When actual labor and material costs exceed the estimated labor and material costs (plus contingency), the additional expense will be borne by the ESCO without affecting the Owner's payment.
- When actual labor and material costs are less than the estimated labor and material cost (plus contingency), the remaining funds will be retained by the Owner.

For work self-performed by Ameresco, the following labor rates will apply.

Table 6. Labor Rates

	2020	2021	2022	2023	2024	2025
Project Manager	\$ 151	\$ 157	\$ 162	\$ 168	\$ 174	\$ 180
Construction Manager	\$ 140	\$ 145	\$ 150	\$ 155	\$ 160	\$ 166
Project Developer/Project Engineer	\$ 140	\$ 145	\$ 150	\$ 155	\$ 160	\$ 166
Site Supervisor	\$ 145	\$ 150	\$ 155	\$ 161	\$ 166	\$ 172
Commissioning Agent	\$ 137	\$ 142	\$ 147	\$ 152	\$ 158	\$ 163
Other: Audit Support Tech, M&V Specialist, Contract Analyst	\$ 116	\$ 121	\$ 125	\$ 129	\$ 134	\$ 138
Administrative Assistant	\$ 76	\$ 78	\$ 81	\$ 84	\$ 87	\$ 90

Project Diverse Business Participation Goals

Ameresco acknowledges the State of Washington's diverse business inclusion plan and recognizes the DES ESCO program's potential to support these objectives. Ameresco understands the unique nature of ESCO work and acknowledges the responsibility to DES and the client agency to provide a project that meets the client's needs while providing the guaranteed savings as agreed to and contracted. Ameresco has established the following business participation goals for this project:

State Certified Categories	Original Contract Percentages	Percentage for construction (This Project)	Percentage for services (This Project)
Minority-owned business	10%	0%	0%
Women-owned business	6%	0%	0%
Veteran-owned business	5%	0%	0%
Small/mini/micro business	5%	0%	0%

Please be advised that Ameresco generally recruits lighting contractors after the ESP has been accepted by the client. Accordingly, we are unable to report on utilization of State Certified categories at this time.

We utilize a thorough subcontractor solicitation process that casts a wide net to select businesses based on merit and qualifications, as applicable by law. If required, Ameresco can oversee and report the hiring of firms within State Certified categories and by tracking individual subcontractor contributions based on labor hours towards the overall project implementation.

Ameresco's subcontractor outreach processes include:

- Hosting Contractor Outreach Events offering the contracting community opportunities to meet Ameresco's project decision makers and learn first-hand about the project and contracting opportunities.
- Establishing and maintaining communications and relationships with business, trade and apprenticeship organizations that have members able to supply professional services, contracts, and supplies.
- Identifying qualified businesses through research by NIGPS and NAICS Codes of public databases operated by state transportation departments; local, state, and federal governments.
- Encourage potential subcontractors to submit a Statement of Qualifications (SOQ) which provides a concise format to review a company's structure, financial profile, capabilities, certifications, relevant experience and references.

Minimum Levels of Apprenticeship

The ESCO shall comply with the requirements from the 2023 General Conditions for Washington State Energy Savings Performance Contracting; Section 10.16 Minimum Levels of Apprenticeship Participation. For contracts greater than or equal to \$1 million in construction cost, ESCOs meeting or exceeding the 15% apprenticeship utilization requirement will receive a \$1,000 incentive (plus sales tax) which is included in the Guaranteed Maximum Project Cost. The ESCO who fails to meet the utilization requirements and fails to demonstrate a Good Faith Effort is subject to penalties, not to exceed five percent (5%) of the Total Contract Sum.

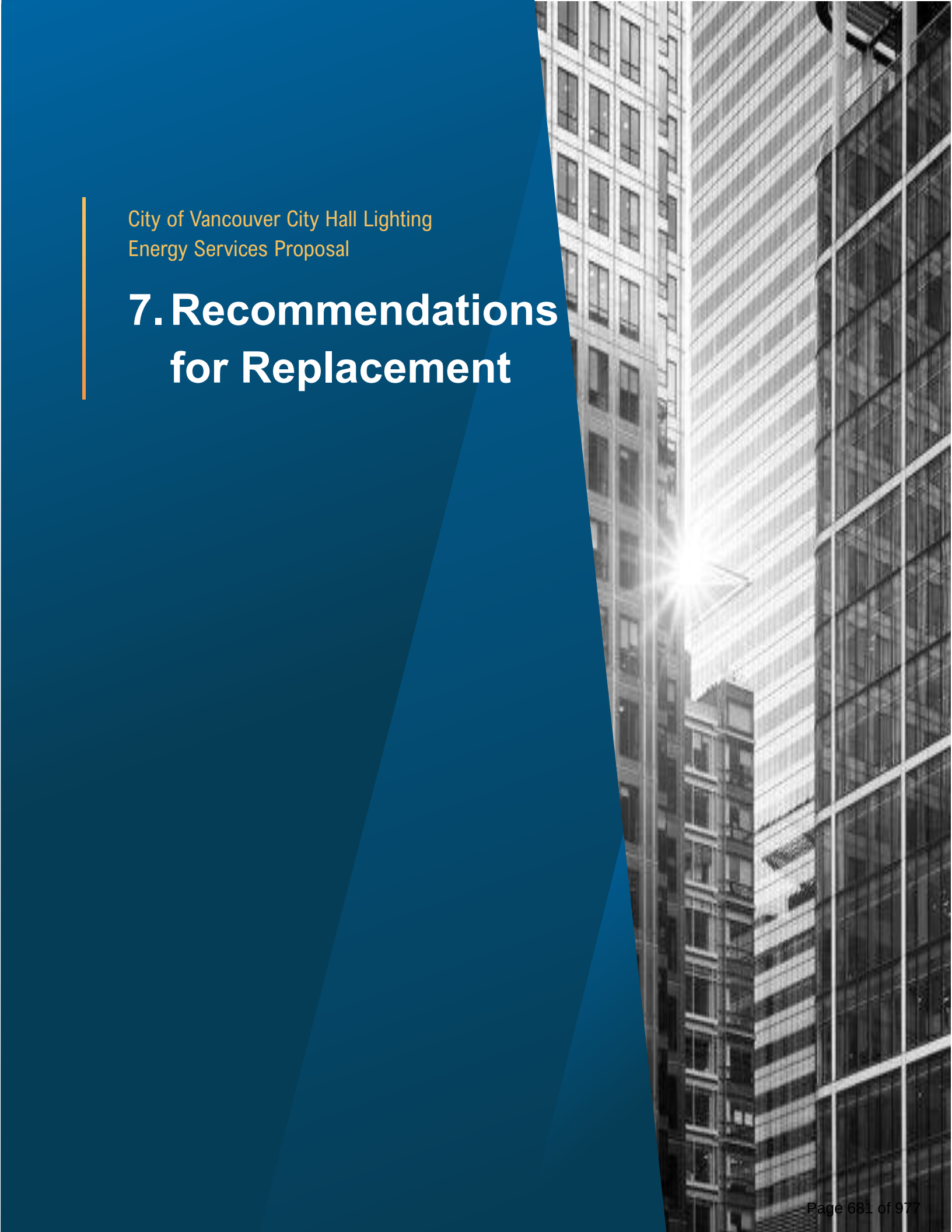
As this project is below \$1M, Ameresco is not required to provide an Apprentice Utilization Plan demonstrating how and when the ESCO intends to meet the requirements prior to submitting the first construction invoice for construction labor.

The City of Vancouver has a minimum apprenticeship goal of 3% which will be the level Ameresco will set to meet or exceed.

Client Agency Funding Requirements

The Total Project Price to Customer is \$869,165. The estimated utility incentive of \$20,000 is

anticipated to reduce this balance to \$849,165. Ameresco will take responsibility for completing the utility incentive application and refund process and providing relevant documentation to the Client.



City of Vancouver City Hall Lighting
Energy Services Proposal

7. Recommendations for Replacement

Recommendations for Replacement of Existing Equipment

No further recommendations are made at this time beyond the scope of the measures proposed herein.

City of Vancouver City Hall Lighting
Energy Services Proposal

8. Standards of Comfort and Service

Standards of Comfort and Service

Illumination Levels

Lighting retrofits will be designed to provide lighting levels of not less than 100% of the design level recommended by IESNA. The project will remove and lawfully recycle/dispose of existing lamps and PCB ballasts. Existing egress lighting or emergency lighting may remain as-is, and upgrades to these systems are not automatically included in the scope of work unless specifically included in an associated measure. See **Appendix A** for complete fixture lists including some emergency lighting.

City of Vancouver City Hall Lighting
Energy Services Proposal

9. Baseline Energy Consumption

Baseline Energy Consumption

Currently, the CoV City Hall has a single set of meters for their utilities. **Table 7** outlines the energy consumption for the building based on existing utility meter consumption data from Clark PUD.

Energy Use Across Audit Scope

Table 7: Overview of Energy Use by Building

Facility	Area (sqft)	Annual Electrical Usage		Annual Gas Usage		Electric EUI	Nat. Gas EUI	Overall EUI
		(kWh)	(kBtu)	(Therms)	(kBtu)	(kBtu/sqft)	(kBtu/sqft)	(kBtu/sqft)
City Hall	118,000	2,019,483	6,892,497	32,549	3,254,870	58	28	86.0
Total	118,000	2,019,483	6,892,497	32,549	3,254,870	58	28	86.0

Utility Rates

The utility rates in the table below were used in energy cost savings calculations. Demand savings were excluded at the request of DES.

Table 8: Utility Rate Data

Utility Provider	Line Item Description	Charge	Unit / Basis of Charge	Schedule & Effective Date
Clark PUD (Electric)	Total electricity charge	\$0.053	kWh	General Service 2/28/2025
	Basic charge	\$88.00	monthly	General Service 2/28/2025

10. Methods of Calculating Energy Savings & Energy Cost Savings

Method of Calculating Energy Savings & Energy Cost Savings

Energy Audit

The energy savings calculations were included in the IGA Report. These savings calculations have been reviewed and accepted by the DES Energy Program project management, the Owner and the ESCO. The Energy Audit results are included in the IGA dated 3/18/2025. This ESP provides the final cost estimates, projected energy savings, and payback analysis.

Method of Calculation of Savings

For each building exterior, building interior, or site lighting measure, the proposed kWh estimate was subtracted from the baseline kWh estimate to determine a preliminary estimated savings figure. For each building interior, this figure was then adjusted by subtracting the heating penalty and adding the cooling credit. The penalty or credit for a given building is the sum of the penalties/credits determined for each individual space within the building. The penalties/credits for individual spaces were calculated using heating and cooling interactive coefficients dependent on the estimated percentage of coincident lighting and HVAC operational times.

Methodological Exclusions

While DES disallows the use of demand savings in energy cost savings calculations, it has long been Ameresco's practice to include such savings, with measurement and verification results reflecting a high degree of accuracy in these predictions. Actual cost savings resulting from the project proposed herein may be found to be notably higher than the reported estimated savings.

Audit Cost Effectiveness Criteria

The Cost Effectiveness Criteria from the IGA Proposal are as follows:

It is understood that the cost effectiveness criteria for this project include measures that provide lighting conditions that meet industry standards and save at least 20% of lighting system electrical usage costs in targeted facilities through energy savings, maintenance savings, and utility incentives. Cost effectiveness may be considered through a financed cashflow.

- *If Ameresco is NOT able to develop a project that meets the above cost effectiveness criteria and COV chooses not to proceed with a construction contract, the associated audit fee will be waived.*
- *If Ameresco develops a project that meets the cost effectiveness criteria, COV is responsible for the full amount of the audit; the audit fee can either be rolled into the construction contract or be paid in full by COV.*

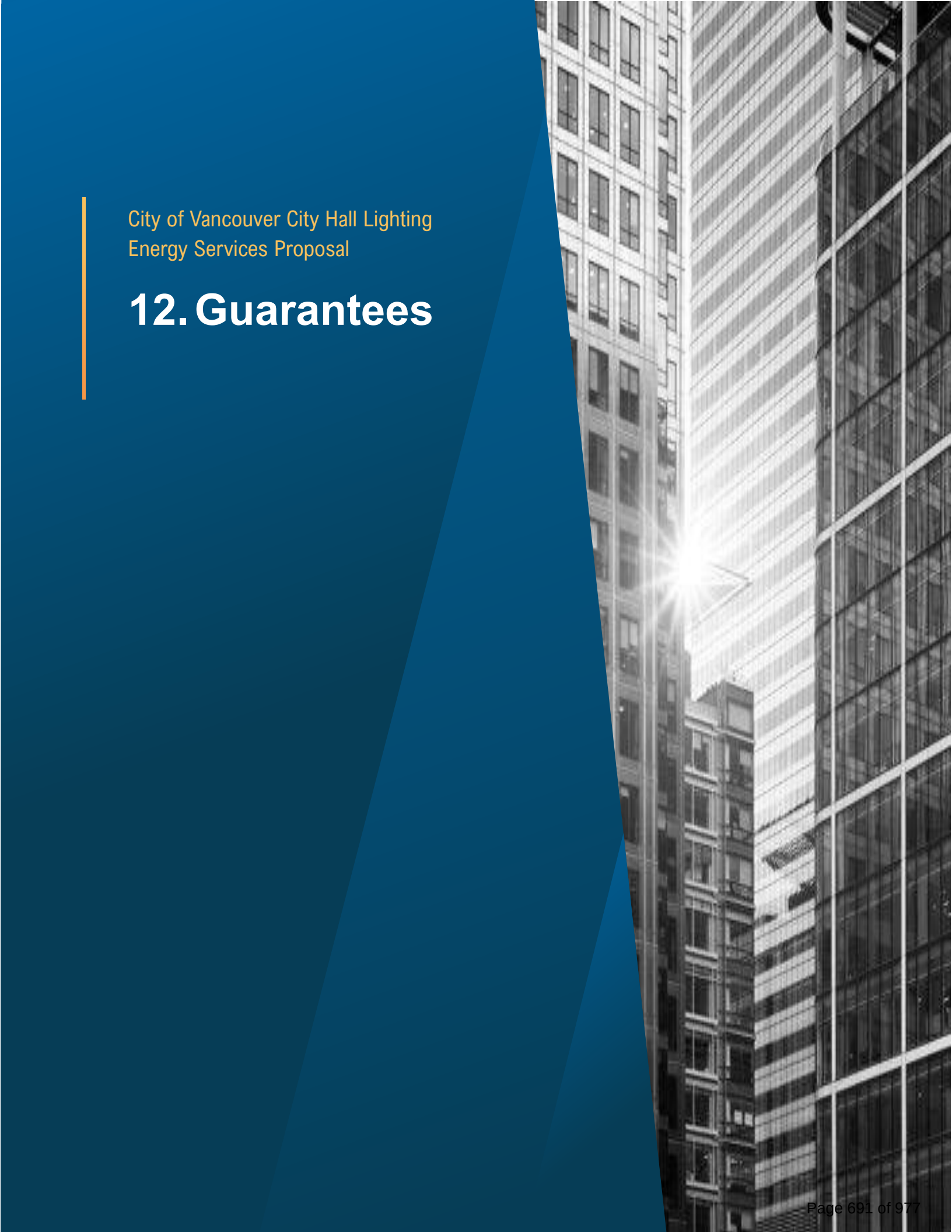
The proposed project meets the above cost effectiveness criteria. The proposed measures provide lighting conditions that meet industry standards and are estimated to save 60% of lighting system electrical usage costs in targeted facility spaces through energy savings.

City of Vancouver City Hall Lighting
Energy Services Proposal

11. Financing

Financing

The ESCO is responsible for obtaining applicable utility incentives and for passing on those savings to the owner. The owner will fund the project costs through internal funding sources.



City of Vancouver City Hall Lighting
Energy Services Proposal

12. Guarantees

Guarantees

Ameresco guarantees that the project cost, related specifically to energy savings and the project scope, will not exceed the maximum price of \$760,905 (project cost before sales tax and DES Energy Program project management fee).

Ameresco guarantees that the energy savings will be not less than 113,443 kWh annually during the performance period.

Guarantee Verification

The ESCO, Owner, and DES agree upon the following terms regarding guarantee verification:

1. The Owner, DES, and the ESCO agree that the energy savings exist if the ESCO documents that the achieved savings meet or exceed the guaranteed energy savings utilizing the processes outlined in Appendix B. Detailed calculation methodology is outlined in the IGA Report.
2. The Owner and the ESCO agree that should the ESCO installed equipment not perform as outlined above, the ESCO shall pay the equivalent value of the guaranteed level of the calculated energy savings associated with the failed area. The Owner agrees to notify the ESCO by telephone within two working days of detecting any non-performing ESCO installed equipment with a follow-up in writing within three business days; refer Project Contact List on page 3 for contact information.
3. The ESCO shall promptly repair the equipment upon notification to maintain compliance of the energy savings guarantee.
4. Modifications to Baseline by Owner: The Owner shall maintain all existing facilities and installed equipment during the term of this contract at or above current maintenance levels. Owner agrees to maintain the energy efficiency of the systems installed.

This performance level is guaranteed for 1 year following the notice of commencement of savings (defined as Year 1), or for the duration of the measurement and verification services, whichever is shorter. Based on this performance, electrical savings will not be less than 113,443 kWh per year. This corresponds with 95% of the estimated energy savings for the energy saving measures VCH-L1.

In the event that the guaranteed performance in Year 1 is less than the guaranteed minimum, the ESCO shall pay the Owner in accordance with the above terms.

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Energy Services Proposal

13. ESCO Compensation

ESCO Compensation

Payments

1. Owner agrees to make progress payments based on construction progress and one subsequent payment for retainage. Payments are to be made within 30 days of receipt of an approved invoice from the DES Project Manager.
2. Retainage will be released within 45 days after receipt of all lien releases, L&I releases, and Revenue and Employment Security certificates and releases by Owner.

City of Vancouver City Hall Lighting
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14. Terms of Agreement

Terms of Agreement

The Contract shall be effective and binding upon the parties immediately upon its execution, and the period from contract execution until the Commencement Date shall be known as the "Interim Period." All energy savings achieved during the Interim Period will be fully credited to the Customer.

The term of this the Energy Savings Guarantee shall be 1 year beginning with the first day of the month following the Notice of Commencement of Energy Savings (NCES).

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15. Termination Value

Termination Value

Upon notice, the Owner may at any time terminate this Agreement. The Owner will be responsible for any costs resulting from work within the scope of the contract.

Any termination shall fully and finally terminate and extinguish all the Owner's rights and all of the ESCO's obligations under this agreement.

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16. Project Schedule

Project Schedule

The ESCO will achieve substantial completion of the project by April 30th, 2026. A draft schedule outline is as follows, subject to change:

June 2025 (4 months):

- Contract implementation
- Utility incentive application
- Materials procurement
- Subcontractor selection

Oct 2025 (2 months):

- Begin Lighting Retrofits

Dec 2025 (2 months):

- Complete Lighting Retrofits

Feb 2026 (2 months):

- Punchlist & Closeouts

April 2026 Closeout

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17. Extent of Subcontracting

Extent of Subcontracting

The ESCO may subcontract the construction portion of this Contract to qualified firms as mutually agreed upon between the ESCO, owner, and DES. Construction subcontracts may be awarded competitively or may be directly sourced to a selected contractor should the owner, DES, and ESCO agree. Approval of subcontracting or selection of subcontractors may not be unreasonably withheld.

The ESCO will endeavor to satisfy the MWBE goals of Washington State as described in the subsection **Project Diverse Business Participation Goals** within the **ESCO Services** section.

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18. State and Local Codes

State and Local Codes

Building Codes

The following code(s) pertain to the subject project.

Washington Energy Code (WEC)

The 2021 Washington State Energy Code is found in Section 51-11C of the Washington Administrative Code. Sections pertaining to lighting were used as a basis during development of the proposed project and meet the requirements set forth. The current edition of the code and the one applicable to this audit is 2024.

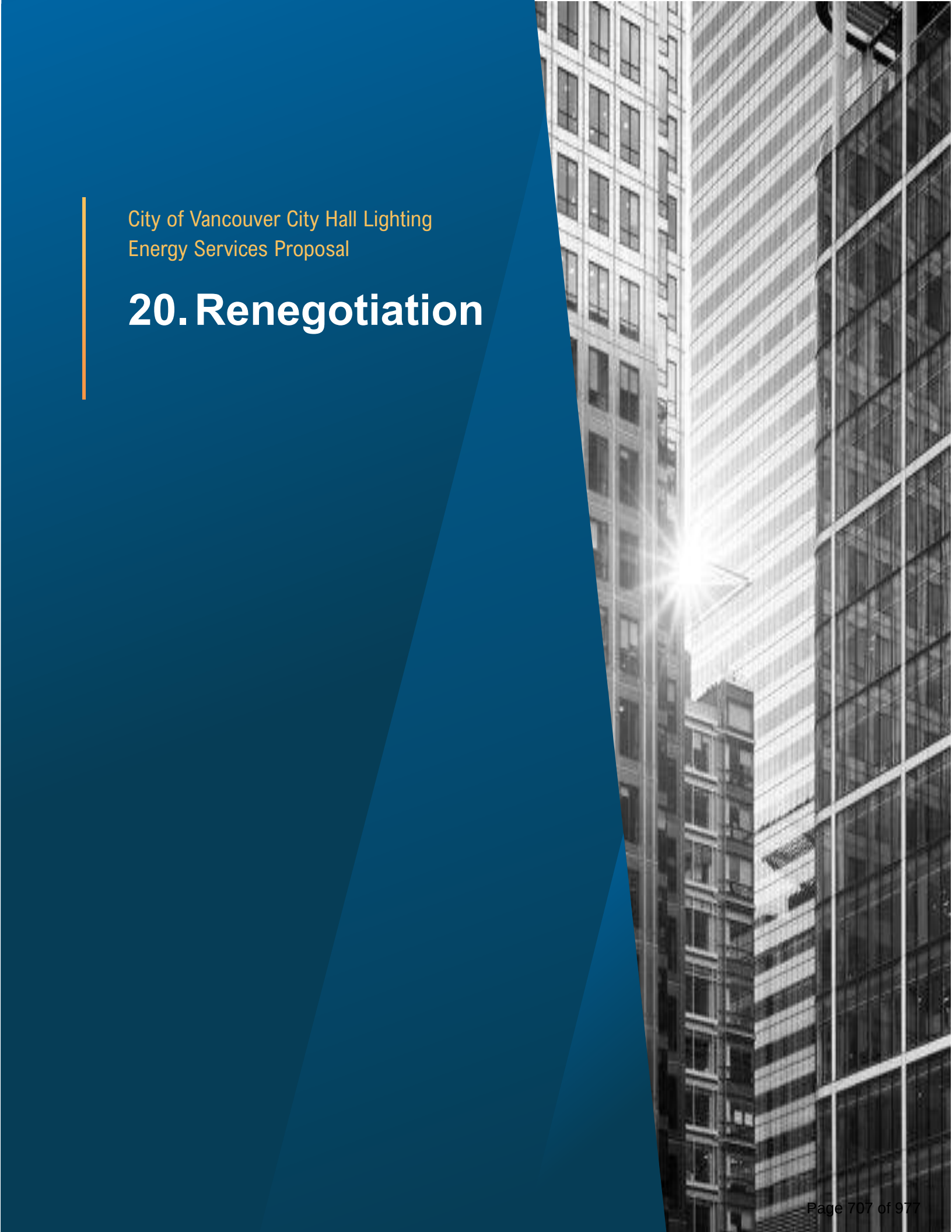
City of Vancouver City Hall Lighting
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19. Insurance and Bonding

Insurance and Bonding

1. The ESCO shall provide a payment and performance bond in accordance with the Main Energy Services Agreement. Builders Risk Insurance will also be provided by the ESCO.
2. For the purposes of this Agreement, the "Sum Amount of Bond" shall be \$14,996. This amount does not include any construction contingencies.
3. The bond amount consists of the following:
 - i. Labor & Material Bond Cost.....\$7,591
 - ii. Sales Tax..... \$668
 - iii. Bond Total..... \$8,259

(a) Certificates of General Liability Insurance will be provided prior to Contract Signing. The Owner (through the State of Washington) and the State of Washington shall be named as An Additional Insured on all insurance certificates.
4. The ESCO shall provide a payment and performance bond in the amount of 100% of the construction cost, as defined in the Energy Services Agreement Addendum. The amount shall include all authorized changes and state sales tax. The Bond shall be in the form attached to the Conditions of the Energy Services Agreement. The Contract listed on the bond form shall be the Addendum No. and Agreement No. which incorporates the work, and the "Contract Date" shall be the date of the Addendum. The full and just sum of the Bond shall be as defined above and shall include the actual cost of purchasing and installing the ESCO equipment, job superintendent, and state sales tax. The Bond shall specifically exclude coverage for those portions of the Energy Services Agreement and/or Energy Services Agreement Addendum pertaining to design services, energy cost savings guarantee, maintenance guarantee, utility incentives, efficiency guarantees, and any other clauses which do not relate specifically to construction management and supervision of work for purchasing and installing of the ESCO Equipment or for work to be accomplished by the Owner. The Bond shall be with a Surety or Bonding Company that is registered with the State of Washington Insurance Commissioner's Office.



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20. Renegotiation

Renegotiation

Both parties recognize that during the project implementation, the DES Energy Program Manager, Owner, and the ESCO may mutually agree to various modifications and that the energy savings may change as a result.

City of Vancouver City Hall Lighting
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21. Exhibits and Tables

Exhibits & Tables

Financial Analysis

Table 9. Financial Summary of Proposed Project

Project Cost Category	Project Cost
Engineering Audit	\$24,836
Labor and Material Cost	\$506,061
M,W,G Design at 0% of Labor & Material	\$ -
Lighting Design at 10% of Labor & Material	\$50,606
Construction Management at 6% of Labor & Material	\$30,364
Site Supervision	\$10,121
Bonding at 1.5% of Labor & Material	\$7,591
ESCO Overhead at 10% of Labor & Material	\$50,606
ESCO Profit at 8% of Labor & Material	\$40,485
1st Year of M&V - Ameresco	\$4,000
Additional Years of M&V - Ameresco	\$ -
Subtotal-Construction Costs	\$724,670
Construction Contingency at 5% of Construction Costs	\$36,234
Apprenticeship Incentive	\$ -
Maximum Project Cost	\$760,904
Sales Tax at 8.8% of Maximum Project Cost	\$66,960
0 Years of M&V - DES	\$ -
DES Project Management Fees	\$41,300
Total Project Price to Customer	\$869,163
Estimated Utility Incentive	\$20,000
Estimated Grant Funding	\$ -
Project Net Cost	\$849,163

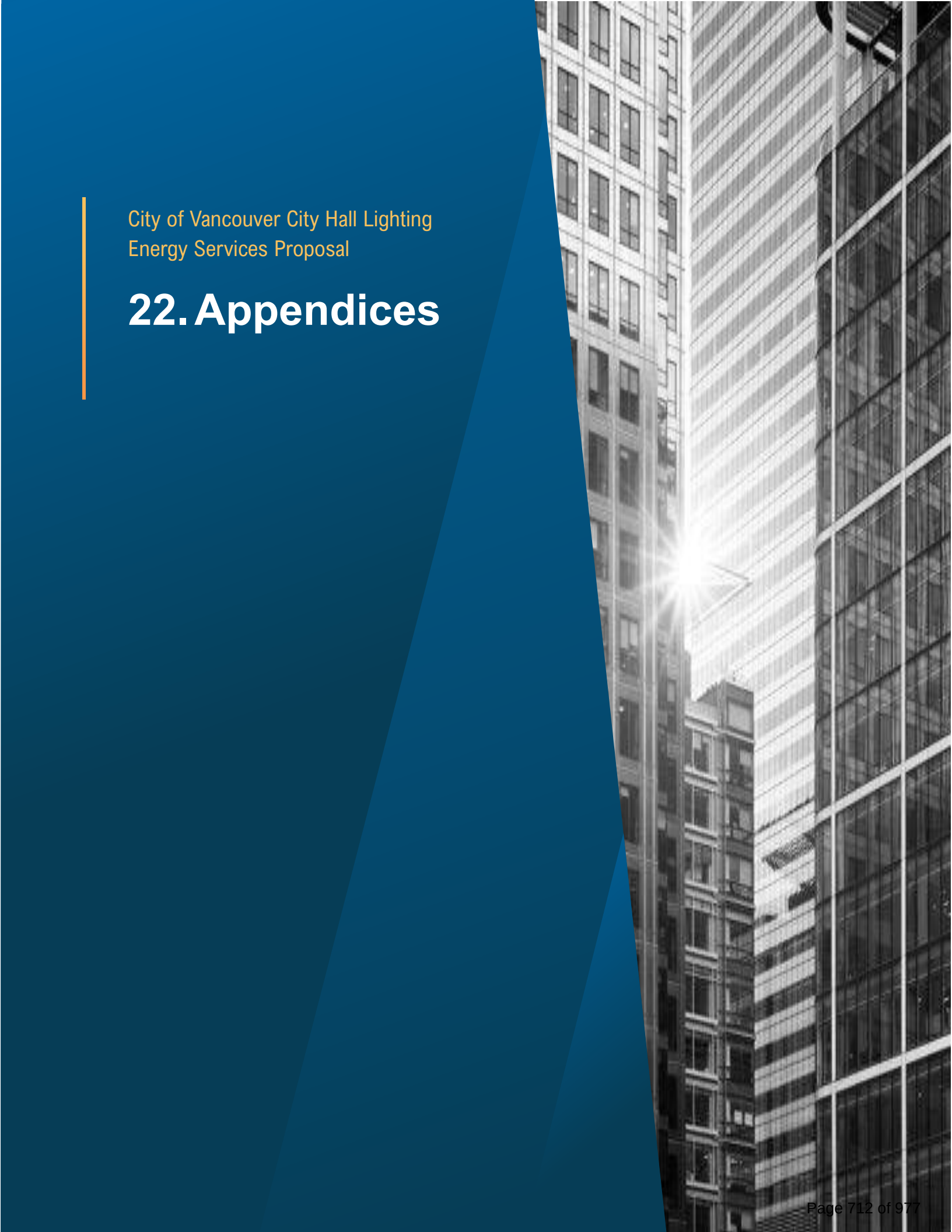
Selected Measures

Table 10. Summary of Selected Measures

	Existing Electric Consumption (kWh/Yr)	Proposed Electric Consumption (kWh/Yr.)	Electric Consumption Savings (kWh/Yr.)	Total Energy Savings (\$/Yr.)	Average Annual Maintenance Savings** (\$/Yr.)	Total Savings (\$/Yr.)	Total Costs* (\$)	Estimated Utility Incentives (\$)	Est. Net Cost* (\$)	Est. Simple Payback (Yrs)
CITY HALL INTERIOR	223,496	104,082	119,413	\$6,329	\$1,980	\$8,309	\$481,963	\$20,000	\$461,963	56

***IMPORTANT:** Savings and payback estimates based on labor and material costs only. See Section 11 for total cost.

****NOTE:** The estimated maintenance savings considers only replacement parts; it does not account for labor cost savings.



City of Vancouver City Hall Lighting
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22. Appendices

Appendix A: Lighting Project Summaries

See following pages

Project Name	City of Vancouver - City Hall
Date	February 7, 2025

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3.14

Site Information			Existing										Selected								Savings
Item #	Site	Location (floor, room #, etc.)	Exist. Fixture Code	Fixture Description	Fixture Quantity	Selected Solution	Foot Candle Reading (lm/ft²)	Total Power (kW)	Burn Hours (Hrs/Yr)	Energy Consumption (kWh/Yr)	Demand (kW/Yr)	Average Annual Maintenance Cost (\$/Yr)	Selected Fixture Code	Fixture Description	Fixture Quantity	Total Power (kW)	Burn Hours (Hrs/Yr)	Energy Consumption (kWh/Yr)	Demand (kW/Yr)	Average Annual Maintenance Cost (\$/Yr)	Energy Savings (kWh/Yr)
12	Vancouver City Hall	City Hall -1st FL - Elevator Lobby	EMHDECPEND35W	Existing MH Decorative Pendant 25" T6 35W	3	Remain As Is		0.14	3,012	434	2	\$12	EMHDECPEND35W	Existing MH Decorative Pendant 25" T6 35W	3	0.14	3,012	434	2	\$12	
17	Vancouver City Hall	City Hall - 1st Floor - Conference Room 112B	ET8DID12632W	Existing T8 Direct/Indirect Pendant 12' 6 lamp 32W (L11)	1	Upgrade Fixtures		0.15	3,012	452	2	\$4	NLEDT86L12TC	New LED T8 6 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1	0.07	3,012	217	1	\$2	235
20	Vancouver City Hall	City Hall - 1st Floor - Open Office Area	ET8DID12632W	Existing T8 Direct/Indirect Pendant 12' 6 lamp 32W (L11)	12	Upgrade Fixtures		1.80	3,012	5,422	22	\$60	NLEDT86L12TC	New LED T8 6 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	12	0.86	3,012	2,602	10	\$24	2,819
21	Vancouver City Hall	City Hall - 1st Floor - Open Office Area	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	2	Upgrade Fixtures		0.23	3,012	705	3	\$6	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	2	0.10	3,012	289	1	\$3	416
22	Vancouver City Hall	City Hall - 1st Floor - File Area	ET8DID12632W	Existing T8 Direct/Indirect Pendant 12' 6 lamp 32W (L11)	1	Upgrade Fixtures		0.15	3,012	452	2	\$4	NLEDT86L12TC	New LED T8 6 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1	0.07	3,012	217	1	\$2	235
23	Vancouver City Hall	City Hall - 1st Floor - Open Office Area - Conference Rm 102D	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	1	Upgrade Fixtures		0.12	3,012	352	1	\$2	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1	0.05	3,012	145	1	\$1	208
30	Vancouver City Hall	City Hall - 1st Floor - open office 165B	ET8DID16832W	Existing T8 Direct/Indirect Pendant 16' 8 lamp 32W (L11)	1	Upgrade Fixtures		0.19	3,012	584	2	\$4	NLEDT88L16TC	New LED T8 8 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1	0.10	3,012	289	1	\$3	295
31	Vancouver City Hall	City Hall - 1st Floor - Office 166B	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	1	Upgrade Fixtures		0.12	3,012	352	1	\$2	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1	0.05	3,012	145	1	\$1	208
32	Vancouver City Hall	City Hall - 1st Floor - Conference Room 166C	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	2	Upgrade Fixtures		0.23	3,012	705	3	\$6	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	2	0.10	3,012	289	1	\$3	416
33	Vancouver City Hall	City Hall - 1st Floor - Office 163D	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	1	Upgrade Fixtures		0.12	3,012	352	1	\$2	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1	0.05	3,012	145	1	\$1	208
34	Vancouver City Hall	City Hall - 1st Floor - Office 163C	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	1	Upgrade Fixtures		0.12	3,012	352	1	\$2	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1	0.05	3,012	145	1	\$1	208
62	Vancouver City Hall	City Hall - 1st Floor - Training Room 147D	ET8DID16832W	Existing T8 Direct/Indirect Pendant 16' 8 lamp 32W (L11)	2	Upgrade Fixtures		0.39	2,216	860	5	\$7	NLEDT88L16TC	New LED T8 8 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	2	0.19	2,216	425	2		434
64	Vancouver City Hall	City Hall - 1st Floor - training room 146D	ET8DID16832W	Existing T8 Direct/Indirect Pendant 16' 8 lamp 32W (L11)	2	Upgrade Fixtures		0.39	2,216	860	5	\$7	NLEDT88L16TC	New LED T8 8 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	2	0.19	2,216	425	2		434
88	Vancouver City Hall	City Hall - 2nd Floor - Open office area	ET8DID12632W	Existing T8 Direct/Indirect Pendant 12' 6 lamp 32W (L11)	10	Upgrade Fixtures		1.50	3,012	4,518	18	\$51	NLEDT86L12TC	New LED T8 6 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	10	0.72	3,012	2,169	9	\$20	2,349
89	Vancouver City Hall	City Hall - 2nd Floor - Open office area	ET8DID16832W	Existing T8 Direct/Indirect Pendant 16' 8 lamp 32W (L11)	8	Upgrade Fixtures		1.55	3,012	4,675	19	\$49	NLEDT88L16TC	New LED T8 8 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	8	0.77	3,012	2,313	9	\$24	2,361
117	Vancouver City Hall	City Hall - 2nd Floor - conference room 202D	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	1	Upgrade Fixtures		0.12	3,012	352	1	\$2	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1	0.05	3,012	145	1	\$1	208
120	Vancouver City Hall	City Hall - 2nd Floor - conference room 201D	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	1	Upgrade Fixtures		0.12	3,012	352	1	\$2	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1	0.05	3,012	145	1	\$1	208
123	Vancouver City Hall	City Hall - 2nd Floor - Open Office	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	4	Upgrade Fixtures		0.47	3,012	1,410	6	\$15	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	4	0.19	3,012	578	2	\$5	831

Site Information			Existing										Selected								Savings
Item #	Site	Location (floor, room #, etc.)	Exist. Fixture Code	Fixture Description	Fixture Quantity	Selected Solution	Foot Candle Reading (lm/ft²)	Total Power (kW)	Burn Hours (Hrs/Yr)	Energy Consumption (kWh/Yr)	Demand (kW/Yr)	Average Annual Maintenance Cost (\$/Yr)	Selected Fixture Code	Fixture Description	Fixture Quantity	Total Power (kW)	Burn Hours (Hrs/Yr)	Energy Consumption (kWh/Yr)	Demand (kW/Yr)	Average Annual Maintenance Cost (\$/Yr)	Energy Savings (kWh/Yr)
124	Vancouver City Hall	City Hall - 2nd Floor - Open Office	ET8DID12632W	Existing T8 Direct/Indirect Pendant 12' 6 lamp 32W (L11)	10	Upgrade Fixtures		1.50	3,012	4,518	18	\$51	NLEDT86L12TC	New LED T8 6 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	10	0.72	3,012	2,169	9	\$20	2,349
125	Vancouver City Hall	City Hall - 2nd Floor - office 209D	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	2	Upgrade Fixtures		0.23	3,012	705	3	\$6	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	2	0.10	3,012	289	1	\$3	416
127	Vancouver City Hall	City Hall - 2nd Floor - office 210D	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	2	Upgrade Fixtures		0.23	3,012	705	3	\$6	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	2	0.10	3,012	289	1	\$3	416
129	Vancouver City Hall	City Hall - 2nd Floor - office 211d	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	2	Upgrade Fixtures		0.23	3,012	705	3	\$6	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	2	0.10	3,012	289	1	\$3	416
143	Vancouver City Hall	City Hall - 3rd Floor - open office	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	16	Upgrade Fixtures		1.87	3,012	5,638	22	\$62	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	16	0.77	3,012	2,313	9	\$21	3,325
144	Vancouver City Hall	City Hall - 3rd Floor - open office	ET8DID12632W	Existing T8 Direct/Indirect Pendant 12' 6 lamp 32W (L11)	8	Upgrade Fixtures		1.20	3,012	3,614	14	\$40	NLEDT86L12TC	New LED T8 6 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	8	0.58	3,012	1,735	7	\$16	1,879
146	Vancouver City Hall	City Hall - 3rd Floor - work room	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	6	Upgrade Fixtures		0.70	3,012	2,114	8	\$23	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	6	0.29	3,012	867	3	\$8	1,247
148	Vancouver City Hall	City Hall - 3rd Floor - office 354b	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	1	Upgrade Fixtures		0.12	3,012	352	1	\$2	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1	0.05	3,012	145	1	\$1	208
158	Vancouver City Hall	City Hall - 3rd Floor - Conference Room 302D	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	1	Upgrade Fixtures		0.12	3,012	352	1	\$2	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1	0.05	3,012	145	1	\$1	208
160	Vancouver City Hall	City Hall - 3rd Floor - Open office area	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	11	Upgrade Fixtures		1.29	3,012	3,876	15	\$42	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	11	0.53	3,012	1,590	6	\$14	2,286
161	Vancouver City Hall	City Hall - 3rd Floor - Open office area	ET8DID12632W	Existing T8 Direct/Indirect Pendant 12' 6 lamp 32W (L11)	2	Upgrade Fixtures		0.30	3,012	904	4	\$9	NLEDT86L12TC	New LED T8 6 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	2	0.14	3,012	434	2	\$4	470
162	Vancouver City Hall	City Hall - 3rd Floor - Conference Room 301D	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	1	Upgrade Fixtures		0.12	3,012	352	1	\$2	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1	0.05	3,012	145	1	\$1	208
165	Vancouver City Hall	City Hall - 3rd Floor - office 307c	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	1	Upgrade Fixtures		0.12	3,012	352	1	\$2	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1	0.05	3,012	145	1	\$1	208
166	Vancouver City Hall	City Hall - 3rd Floor - office 312d	ET8DID4232W	Existing T8 Direct/Indirect Pendant 4' 2 lamp 32W (L11)	2	Upgrade Fixtures		0.12	3,012	349	1	\$4	NLEDT82L4TC	New LED T8 2 Lamp Type C 4' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	2	0.05	3,012	145	1	\$1	205
171	Vancouver City Hall	City Hall - 3rd Floor - conference 325d	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	1	Upgrade Fixtures		0.12	3,012	352	1	\$2	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1	0.05	3,012	145	1	\$1	208
172	Vancouver City Hall	City Hall - 3rd Floor - Conference 327d	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	1	Upgrade Fixtures		0.12	3,012	352	1	\$2	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1	0.05	3,012	145	1	\$1	208
189	Vancouver City Hall	City Hall - 4th Floor - conference 428d	ET8DID4232W	Existing T8 Direct/Indirect Pendant 4' 2 lamp 32W (L11)	3	Upgrade Fixtures		0.17	3,012	524	2	\$9	NLEDT82L4TC	New LED T8 2 Lamp Type C 4' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	3	0.07	3,012	217	1	\$2	307
190	Vancouver City Hall	City Hall - 4th Floor - open office area	ET8DID12632W	Existing T8 Direct/Indirect Pendant 12' 6 lamp 32W (L11)	16	Upgrade Fixtures		2.40	3,012	7,229	29	\$82	NLEDT86L12TC	New LED T8 6 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	16	1.15	3,012	3,470	14	\$32	3,759
191	Vancouver City Hall	City Hall - 4th Floor - open office area	ET8DID16832W	Existing T8 Direct/Indirect Pendant 16' 8 lamp 32W (L11)	7	Upgrade Fixtures		1.36	3,012	4,090	16	\$43	NLEDT88L16TC	New LED T8 8 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	7	0.67	3,012	2,024	8	\$21	2,066
218	Vancouver City Hall	City Hall - 4th Floor - cconference room 402d	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	1	Upgrade Fixtures		0.12	3,012	352	1	\$2	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1	0.05	3,012	145	1	\$1	208

Site Information			Existing										Selected								Savings
Item #	Site	Location (floor, room #, etc.)	Exist. Fixture Code	Fixture Description	Fixture Quantity	Selected Solution	Foot Candle Reading (lm/ft²)	Total Power (kW)	Burn Hours (Hrs/Yr)	Energy Consumption (kWh/Yr)	Demand (kW/Yr)	Average Annual Maintenance Cost (\$/Yr)	Selected Fixture Code	Fixture Description	Fixture Quantity	Total Power (kW)	Burn Hours (Hrs/Yr)	Energy Consumption (kWh/Yr)	Demand (kW/Yr)	Average Annual Maintenance Cost (\$/Yr)	Energy Savings (kWh/Yr)
219	Vancouver City Hall	City Hall - 4th Floor - conference room 401d	ET8DID12632W	Existing T8 Direct/Indirect Pendant 12' 6 lamp 32W (L11)	1	Upgrade Fixtures		0.15	3,012	452	2	\$4	NLEDT86L12TC	New LED T8 6 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	1	0.07	3,012	217	1	\$2	235
225	Vancouver City Hall	City Hall - 4th Floor - open office area	ET8DID12632W	Existing T8 Direct/Indirect Pendant 12' 6 lamp 32W (L11)	10	Upgrade Fixtures		1.50	3,012	4,518	18	\$51	NLEDT86L12TC	New LED T8 6 Lamp Type C 12' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	10	0.72	3,012	2,169	9	\$20	2,349
227	Vancouver City Hall	City Hall - 4th Floor - office 412d	ET8DID8432W	Existing T8 Direct/Indirect Pendant 8' 4 lamp 32W (L11)	2	Upgrade Fixtures		0.23	3,012	705	3	\$6	NLEDT84L8TC	New LED T8 4 Lamp Type C 8' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	2	0.10	3,012	289	1	\$3	416
234	Vancouver City Hall	City Hall - 4th Floor - conference room 426d	ET8DID4232W	Existing T8 Direct/Indirect Pendant 4' 2 lamp 32W (L11)	2	Upgrade Fixtures		0.12	3,012	349	1	\$4	NLEDT82L4TC	New LED T8 2 Lamp Type C 4' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	2	0.05	3,012	145	1	\$1	205
235	Vancouver City Hall	City Hall - 4th Floor - conference room 427d	ET8DID4232W	Existing T8 Direct/Indirect Pendant 4' 2 lamp 32W (L11)	2	Upgrade Fixtures		0.12	3,012	349	1	\$4	NLEDT82L4TC	New LED T8 2 Lamp Type C 4' Retrofit (Keystone KT-LED12T8-48G-840-E/G2)	2	0.05	3,012	145	1	\$1	205
335	Vancouver City Hall	City of Vancouver - City Hall (Apple 5th Floor) 5th Floor Elevator lobby	ECFLDECPEND PL4P32W	Existing CFL Decorative Pendant PI 4 Pin 32W	1	Upgrade Fixtures		0.03	1,506	48	0		NLEDPL2/4POD8W	New LED PL Lamp 2/4 Pin Omni Dir 8 Watt (KT-LED82P-O-840-D)	1	0.01	1,506	12	0		36
342	Vancouver City Hall	City of Vancouver - City Hall (Apple 5th Floor) 6Th floor Elevator lobby Suite 601	ECFLDECPEN2 PL4P42W	Existing CFL Decorative Pendant 2 PI 4 Pin 42W	10	Upgrade Fixtures		0.84	2,761	2,319	10	\$60	NLED2PPL16W(2)	New LED 2/4 Pin PL Horizontal 16 watt (KT-LED162P-H-840-D)	10	0.32	2,761	884	4	\$4	1,436
343	Vancouver City Hall	City of Vancouver - City Hall (Apple 5th Floor) 6Th floor Elevator lobby Suite 601	ECFLDECPENV PL4P26W	Existing CFL Decorative Pendant Vertical PL 4 Pin 26W	4	Upgrade Fixtures		0.10	2,761	287	1	\$13	NLEDPL2/4POD8W	New LED PL Lamp 2/4 Pin Omni Dir 8 Watt (KT-LED82P-O-840-D)	4	0.03	2,761	88	0	\$3	199
351	Vancouver City Hall	City of Vancouver - City Hall (Apple 5th Floor) 6Th floor Elevator lobby Suite 601 Office open area	ECFLDECPEND VPL4P42W	Existing CFL Decorative Pendant Vertical PL 4 Pin 42W	4	Upgrade Fixtures		0.17	2,761	464	2	\$11	NLEDPL2/4POD8W	New LED PL Lamp 2/4 Pin Omni Dir 8 Watt (KT-LED82P-O-840-D)	4	0.03	2,761	88	0	\$3	375
374	Vancouver City Hall	City of Vancouver - City Hall (Apple 5th Floor) 6Th floor Suite 601 open space	ECFLDECPEND VPL4P42W	Existing CFL Decorative Pendant Vertical PL 4 Pin 42W	2	Upgrade Fixtures		0.08	2,761	232	1	\$6	NLEDPL2/4POD8W	New LED PL Lamp 2/4 Pin Omni Dir 8 Watt (KT-LED82P-O-840-D)	2	0.02	2,761	44	0	\$2	188
391	Vancouver City Hall	City of Vancouver - City Hall (Apple 5th Floor) 6Th floor Suite 601 open space Conference room	ECFLDECPEN2 PL4P42W	Existing CFL Decorative Pendant 2 PI 4 Pin 42W	4	Upgrade Fixtures		0.34	2,761	928	4	\$22	NLED2PPL16W(2)	New LED 2/4 Pin PL Horizontal 16 watt (KT-LED162P-H-840-D)	4	0.13	2,761	353	2	\$1	574

LIGHTING CONTROLS NOTES

[illegible][illegible]

LEGEND - GROUNDING SENSORS WITH ISOLATED RELAY	
	DC/AC SUPPLY SENSOR (RA, RE, NEG, NEG-SPLIT, COMMON, L, N, PE) ISOLATED FROM RELAY (IN) IN MODE, WAIT/STOP/STOP PLUS SM
	DC/AC SUPPLY SENSOR (RA, RE, NEG, NEG-SPLIT, COMMON, L, N, PE) ISOLATED FROM RELAY (IN) IN MODE, WAIT/STOP/STOP PLUS SM
	DC/AC SUPPLY SENSOR (RA, RE, NEG, NEG-SPLIT, COMMON, L, N, PE) ISOLATED FROM RELAY (IN) IN MODE, WAIT/STOP/STOP PLUS SM
	DC/AC SUPPLY SENSOR (RA, RE, NEG, NEG-SPLIT, COMMON, L, N, PE) ISOLATED FROM RELAY (IN) IN MODE, WAIT/STOP/STOP PLUS SM
	DC/AC SUPPLY SENSOR (RA, RE, NEG, NEG-SPLIT, COMMON, L, N, PE) ISOLATED FROM RELAY (IN) IN MODE, WAIT/STOP/STOP PLUS SM
	DC/AC SUPPLY SENSOR (RA, RE, NEG, NEG-SPLIT, COMMON, L, N, PE) ISOLATED FROM RELAY (IN) IN MODE, WAIT/STOP/STOP PLUS SM
	DC/AC SUPPLY SENSOR (RA, RE, NEG, NEG-SPLIT, COMMON, L, N, PE) ISOLATED FROM RELAY (IN) IN MODE, WAIT/STOP/STOP PLUS SM
	DC/AC SUPPLY SENSOR (RA, RE, NEG, NEG-SPLIT, COMMON, L, N, PE) ISOLATED FROM RELAY (IN) IN MODE, WAIT/STOP/STOP PLUS SM

ASSUMPTIONS (IF APPLICABLE)

- Quoted based on database snapshot of existing lighting control system.
- Current building layout to be confirmed prior to order.
- Quote assumes ceiling mount sensors may be used in place of existing wall mount sensors.
- No fixture schedule provided prior to quote. Fixture types to be confirmed.
- No Sequence of operations provided. Assumed to match existing lighting control system.
- Wall switch quantity, location and configurations to be confirmed.
- Quote assumes no BACnet or AV integration is required. Can be quoted on request.

special startup schedules are required these must be communicated before acceptance of a Purchase Order and may require a requote.

1. **CONTRACTOR MUST ADHERE TO WATTSPOTTER DRAWINGS.** ANY MODIFICATIONS TO WATTSPOTTER DRAWINGS WILL REQUIRE FACILITY APPROVAL.
2. **IN SENSOR ADJUSTMENTS ARE PROGRAMMED VIA PC/APRS SOFTWARE.** SENSORS MUST BE INSTALLED AS PER INDUSTRY STANDARD. REFER TO MANUFACTURER INSTRUCTION SHEET WHEN DEALING WITH SENSOR MOUNTING. ALL SENSORS MUST BE INSTALLED AT LEAST 1 FEET AWAY FROM AIR VENTS & HEAT EXCHANGERS.
3. **UNLESS OTHERWISE NOTED, ALL SENSORS WILL OPERATE ON AUTO OFF WITH A TIMEOUT OF 11 MINUTES.**
4. **UNLESS OTHERWISE NOTED, DEFAULT TIME SCHEDULE ON TIME_6M.** OFF TIME: 6PM - 9AM. ON TIME: 3 MINUTE FLICK WARM BEFORE LIGHTS TURN OFF. EXTENSION TIME: OUTSIDE DEFAULT TIME SCHEDULE WILL BE 3 MINUTES FOLLOWED BY 1 MINUTE FLICK WARM.
5. **UNLESS OTHERWISE NOTED, ALL WIRELESS MANAGER (WM) SHOULD BE CONNECTED TO NORMAL POWER.**
6. **UNLESS OTHERWISE NOTED, DEFAULT LIGHT LEVEL FOR ALL DRIVING FIXTURES IS 90% BRIGHTNESS.** IMPACT LIGHT LEVEL MAY VARY DEPENDING ON BALLAST OR DRIVER TYPE.
7. **UNLESS OTHERWISE NOTED, WATTSPOTTER TECHNICIAN WILL ASSIGN SWITCHES TO THE CLOSEST LOGICAL FIXTURE/ FIXTURE GROUPING.**
8. **UNLESS OTHERWISE NOTED, WATTSPOTTER TECHNICIAN WILL ASSIGN LIGHTING SCENES FOR AN AREA.** SCENES ON WATTSPOTTER PLUS SCENE CONTROLLER (SC2) TO THE MOST LOGICAL CONTROL SCHEME FOR THAT SPACE.
9. **UNLESS OTHERWISE NOTED, OUTDOOR LIGHTING WILL BE CONTROLLED VIA ASTRONOMICAL CLOCK (ON AT SUNRISE, OFF AT SUNSET).** OUTDOOR LIGHTS WILL BE SET TO 400 LUX IF AVAILABLE.
10. **WATTSPOTTER PLUS WIRED MANAGER (M) SYSTEM, SYSTEM SUPPORT UNIT (SSU) AND ADDRESS PER DEVICE (M) IS RECOMMENDED TO BE CONNECTED TO THE TENANT NETWORK.** ONE IP ADDRESS PER DEVICE MUST BE ASSIGNED FOR EACH DEVICE TO BE CONNECTED TO THE SYSTEM START UP.
11. **ANY THIRD PARTY SYSTEM INTEGRATION (E. BUILDING MANAGEMENT SYSTEM (BACNET), AV, ETC.) REQUIRE ETHERNET NETWORK CONNECTION.** WATTSPOTTER REQUIRES 3RD PARTY IP ADDRESS FOR INTEGRATION PURPOSES PRIOR TO SYSTEM START UP.
12. **NETWORK RUNS MUST NOT EXCEED 100 (328FT.).** ANY MODIFICATIONS TO WATTSPOTTER DRAWINGS REQUIRE FACILITY APPROVAL.
13. **REFER TO THE WATTSPOTTER PLUS CONTRACTOR'S INSTALLATION GUIDE FOR SYSTEM INFORMATION, CUT SHEETS, AND WIRING DIAGRAMS.**
14. **REMOTE ACCESS (INTERNET) TO THE WATTSPOTTER PLUS SERVER (SSU) IS RECOMMENDED FOR REMOTE SUPPORT AND REMOTE ACCESS TO THE WATTSPOTTER PLUS SYSTEM.**
15. **SYSTEM NEEDS TO BE TESTED PRIOR TO REQUESTING SYSTEM STARTUP SERVICES.** PLEASE REFER TO WATTSPOTTER PLUS CONTRACTOR INSTALLATION MANUAL FOR TESTING PROCEDURES (USING ZIGBEE). PLEASE TEST LOG WIRELESS INSTALLATION AND/OR WIRED MANAGER INSTALLATION MODE (WIRED INSTALLATIONS).
16. **END USER NETWORK ACCESS TO THE WATTSPOTTER PLUS SERVER (SSU) MUST BE ARRANGED PRIOR TO SYSTEM STARTUP.**
17. **WATTSPOTTER PLUS PHASE CUT DIMMING MODE (PCDM) HAS A MAXIMUM OUTPUT RATING OF:**
120 VAC: 40W - 200A 3.5A MAX
277 VAC: 40W - 200A 3.5A MAX

Revised
04/24/2025 5:43:49 PM

Revised
05/05/2025 8:42:40 AM

FOR REVIEW		WATTSTOPPER® PLUS
PROJECT: VANCOUVER CITY HALL PR041578 QUOTE : DC CLIENT : ALR REV 1 - INITIAL RELEASE - DC - 2025-03-05		

Navigation

Home

Hand

Rotate

Zoom

3D

Binoculars

Floor 1

- Site Explorer
- Vancouver City Hall
- Floor 1
- Corridor 150 [0065-FFB6]

Elevator Lobby and Main

Exterior Lights [0065-FEA

Fountain [0065-FEA5]

Interview 126G [0065-FFI

Lunch Room & Kitchen [0

Mail Room 1620 [0065-FI

North Store Front [0065-F

Office 153B [0065-FFE5]

Office 163C [0065-FFE6]

Office 166B [0065-FFDF]

Pavillion Lights [0065-FE!

Reception 128F [0065-FF

Reception 165D[0065-FF

Room 163D [0065-FFE8]

Storage 128B [0065-FFB.

Storage 148C [0065-FFC

Storage 164B [0065-FFE.

Training Room [0065-FFC

Vestibule 167B[0065-FFC

Zone [0065-FE2B]

System Status

Online

Managers Online 0 of 3

Floor 1

Configuration finished

Configure Structure

Analyze



Legend

Description	Quantity
-------------	----------

Edit

Properties

Component Library

Floor

Name Floor 1

Floor Plan

Number 1

Visible in 3D ☒

Floor Color Type Grayscale

Configure Layers

Legend

Visible Items

Item

Associated Item

Navigation

Home, Hand, Rotate, Zoom, 3D View, etc.

Floor 2

Site Explorer

- Vancouver City Hall
 - Floor 1
 - Floor 2
 - Button1
 - Button3 for Open Office 2
 - Coffee Bar Pendants
 - Conf 207B [0065-FF8A]
 - Conference 201D [0065-FF02]
 - Conference 202D [0065-FF02]
 - Conference Room Large
 - Conference Room Small
 - Copy Room 204B [0065-FF02]
 - Elevator Lobby & Corridor
 - Interview 228E [0065-FF02]
 - Office 210D [0065-FEF8]
 - Office 266C [0065-FF1B]
 - Open 212D [0065-FF02]
 - Open Office 206D[0065-FF02]
 - Open Office 209D[0065-FF02]
 - Open Office 211D Sched
 - Open Office 230 & 232 [0065-FF02]
 - Open Office 251 & 254 [0065-FF02]
 - Open Office 251B-1 [0065-FF02]

System Status

Online Managers Online 0 of 3

Floor 2



Edit

Tools for editing the 3D model, including move, rotate, and delete functions.

Properties

Component Library

Floor

Name Floor 2

Floor Plan

Number 2

Visible in 3D ☒

Floor Color Type Grayscale

Configure Layers

Legend

Visible Items

Icons representing different lighting fixtures and components.

Navigation



Floor 3

Site Explorer

Vancouver City Hall

- Floor 1

Floor 2

Button1

Button3 for Open Office 2

Coffee Bar Pendants

Conf 207B [0065-FF8A]

Conference 201D [0065-

Conference 202D [0065-f

Conference Room Large

Conference Room Small :

Copy Room 204B [0065-f

Elevator Lobby & Corrido

Interview 228E [0065-FF2

Office 210D [0065-FEF8]

Office 266C [0065-FF1B]

Open 212D [0065-FF02]

Open Office 206D[0065-F

Open Office 209D[0065-F

Open Office 211D Schedi

Open Office 230 & 232 [0

Open Office 251 & 254 [0

Open Office 251B-1 [006:

System Status

Online

Managers Online 0 of 3

Floor 2

Configuration finished

Configure

Structure

Analyze



Edit



Properties

Component Library

Floor

Name Floor 2

Floor Plan

Number 2

Visible in 3D

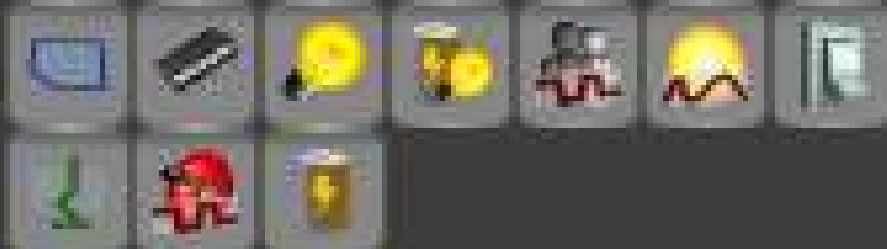
Floor Color Type Grayscale



Configure Layers

Legend

Visible Items



Item

Associated Item



Navigation

3D

Floor 4

- Site Explorer
- Vancouver City Hall

Floor 1

Floor 2

Floor 3

Floor 4

Floor 5

Floor 6

Global Items

System Status

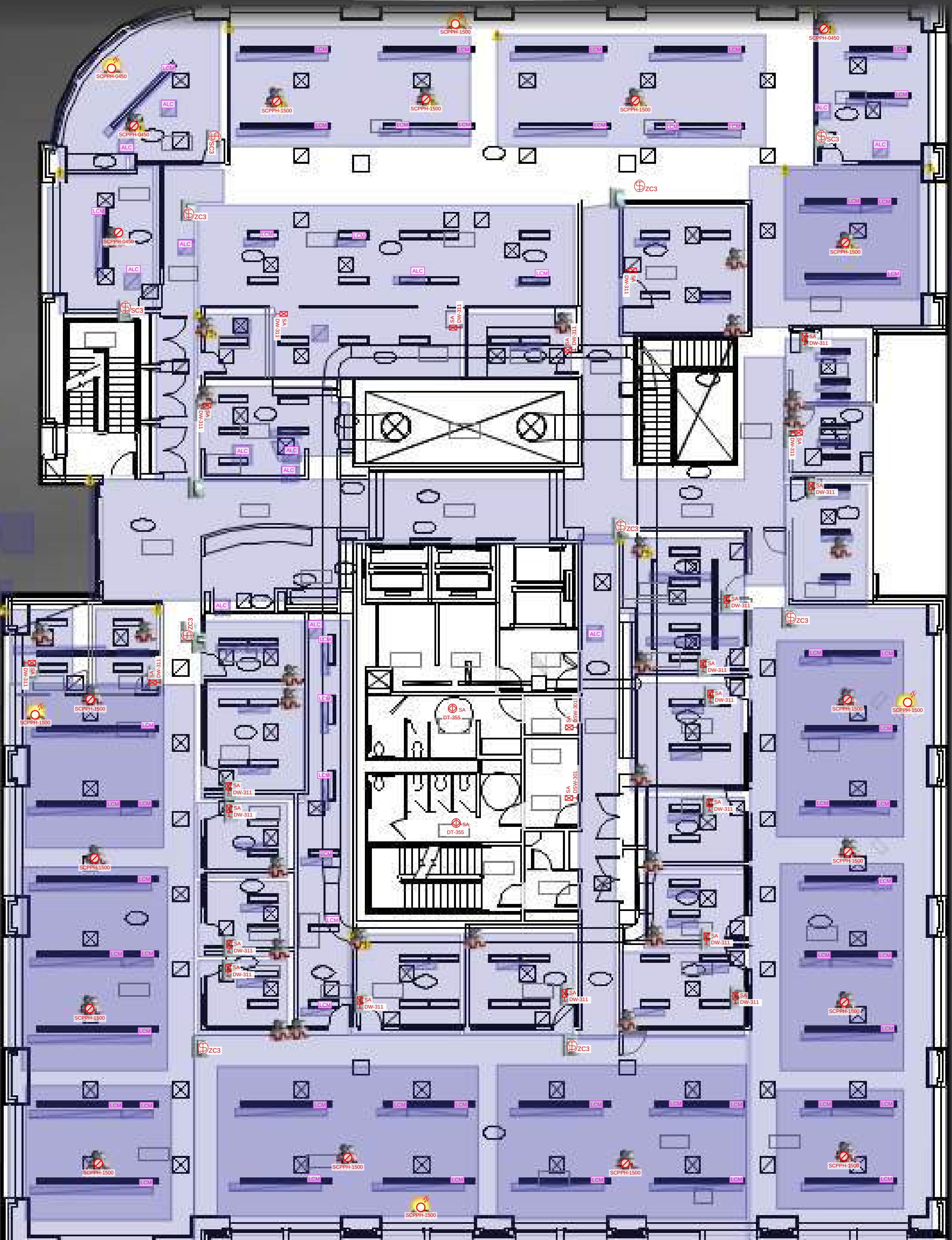
Online

Managers Online 0 of 3

Floor 4

Configure Structure

Analyze



Legend		
Description		Quantity

Edit

Properties

Component Library

Floor

Name Floor 4

Floor Plan

Number 4

Visible in 3D ☒

Floor Color Type Grayscale

Configure Layers

Legend

Visible Items

▼ **Navigation**



Floor 5

 Vancouver City Hall

- ▶ Floor 1
- ▶ Floor 2
- ▶ Floor 3
- ▶ Floor 4
- ▶ Floor 5
 - ▶ 5th Exterior [00B6-FFF5]
 - ▶ East Tenant Space [00B6-FF
 - ▶ Elevator Lobby & East Side [
 - ▶ Zone [00B6-FFBA]
 - ▶ Zone Power Failure [00B6-FI
 - ▶ ECU 3 [00B6]
- ▶ Floor 6
- ▶ Global Items

Online Managers Online 0 of 3

 Floor 5

Configure Structure

Analyze



▼ Edit

Properties Component Library

 Floor

Name Floor 5

4 Floor Plan

Number 5

Visible in 3D ☒

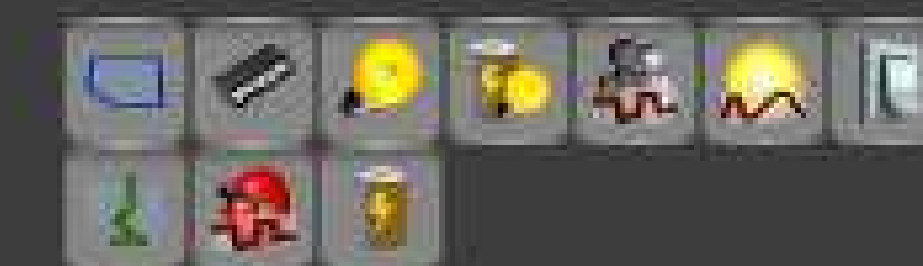
Floor Color Type Grayscale



Configure Layers

▼ Legend

Visible Items



Item	
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2.	_____
3.	_____
4.	_____
5.	_____
6.	_____
7.	_____
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96.	_____
97.	_____
98.	_____
99.	_____
100.	_____

Navigation

Floor 6

Site Explorer

Vancouver City Hall

Floor 1

Floor 2

Floor 3

Floor 4

Floor 5

5th Exterior [00B6-FFF5]

East Tenant Space [00B6

Elevator Lobby & East Six

Zone [00B6-FFBA]

Zone Power Failure [00B6

ECU 3 [00B6]

Floor 6

6-10

6-10 & 6-11

6-11 [00B6-FFE1]

6-2 & 6-3 [00B6-FFE0]

6-2 [00B6-FFDF]

6-3 [00B6-FFDE]

6-5 & 6-6 [00B6-FFDD]

6-5 [00B6-FFDC]

6-6 [00B6-FFDB]

6-8 & 6-9 [00B6-FFDA]

System Status

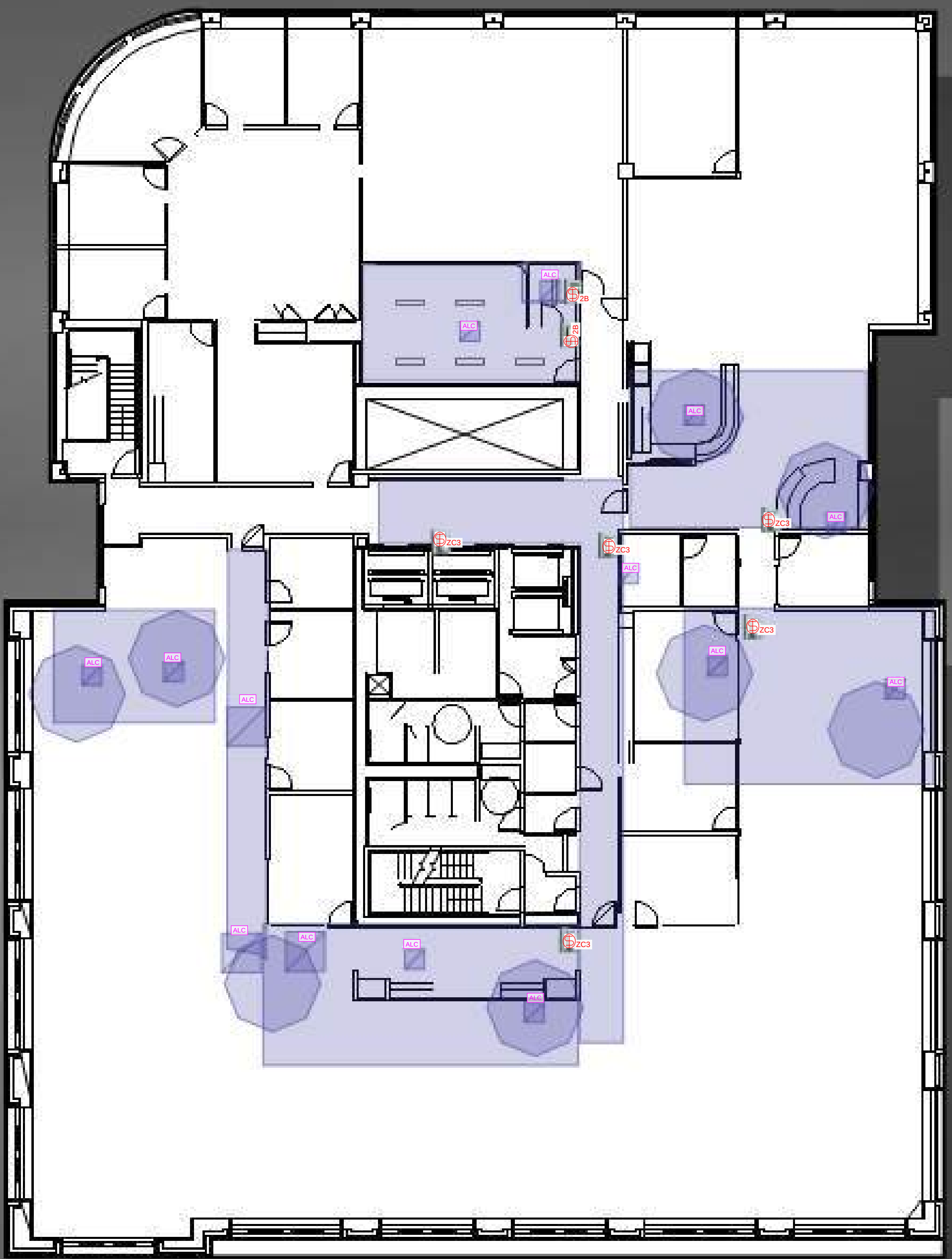
Online

Managers Online 0 of 3

Floor 6

Configure
Structure

Analyze



Legend		
Description	Quantity	

Edit

Properties

Component Library

Floor

Name Floor 6

Floor Plan

Number 6

Visible in 3D ☒

Floor Color Type Grayscale

Configure Layers

Legend

Visible Items

Item

Appendix B: Measurement & Verification Plan

LED Lighting Upgrade

M&V Method:	Option A (Partially Measured Retrofit Isolation)
General Approach	○ Ameresco will validate lighting wattages by measuring statistically significant samples of existing equipment and newly installed equipment, effectively determining the achieved savings amount. Burn hour assumptions are agreed to by the Customer and will not change. ○ The measurement boundary encompasses the electrical power consumed at a sample of the installed fixtures. ○ The collected data will be used to determine the actual consumption of the lighting system. Ameresco will update the calculations used to predict the savings with the measured data to calculate the actual consumption savings achieved. ○ Should the Customer make changes to the installed scope of work or the facility where the scope of work is installed that would impact the ability of the savings to be achieved as expected, Ameresco may adjust the reporting period energy usage. Causes for adjustment include renovations/additions, changes in building usage compared to the baseline, and modifications/changes to the ECM.
Measured Variables	○ A sample of existing and proposed lighting wattages will be measured. Existing measurements to be taken prior to the installation of new fixtures to validate existing conditions. ○ Fixture counts will be updated to reflect the as-built condition. ○ Wattage measurements will be taken for fixture types that represent more than 5% of the population and will follow 90/10 statistical confidence and precision criteria, consistent with IPMVP sampling guidance. ○ Wattage measurement sampling will occur sufficient to reach the required sample size for each fixture type at a sample of facilities. Measurements may not be taken at each individual project site, as like fixture types will be grouped together. ○ The initial wattage sampling will assume an initial coefficient of variation of .15. Once measurements are collected, if the actual coefficient of variation is higher than the initial assumption, more measurements will be taken to satisfy the statistical confidence and precision criteria. ○ Illumination will be measured in a sample of spaces before and after installation is completed. Approximately 10% of each space type will be measured, including but not limited to classrooms, hallways, offices, common areas, lab spaces, etc.
Agreed-Upon Variables	Burn hours are included in the list of project assumptions. Burn hours are not changing as part of the savings calculations and given values will continue to be utilized in the post-retrofit calculations.

M&V Method:	Option A (Partially Measured Retrofit Isolation)
Metering Plan	○ Ameresco's lighting subcontractor(s) will measure the existing and proposed wattages as described above. Existing wattage measurements will occur prior to construction activities, and proposed wattage measurements will occur post installation. ○ Measurements will be taken with an AEMC Power Clamp-on Meter Model 405. This meter has the following specifications: ○ 1000Vrms Voltage Range ○ 100Arms AC Current Range ○ 0.01V Voltage Resolution ○ 0.01A Current Resolution ○ 1% +/- 3cts Voltage Accuracy ○ 1% +/- 3cts Current Accuracy ○ If the specified make and model is not available, another meter will be selected with the same or better accuracy specifications as those listed above. The meter will be calibrated against the manufacturer's original specifications or industry standards.
Savings Reporting	○ Savings will be determined on an annual basis. Electricity consumption will be divided equally between 12 months; cooling and heating savings will be prorated based on seasonal heating and cooling loads. ○ The results will be presented in accordance with this M&V plan.

Ameresco, Inc.

6811 S. 204th Street, Suite 210
Kent, Washington 98032

Primary Point of Contact

Erica Porras

Project Development Engineer

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E: eporras@ameresco.com

Staff Report: 163-25

To: Mayor and City Council
From: City Manager
Date: August 4, 2025

Subject

Purchase and Sale Agreement - 2575 Falk Road

Key Points

- The City is acquiring the property located at 2575 Falk Road, Vancouver, WA 98661 as part of the Fourth Plain for All investment strategy for the purchase price of \$1,650,000.
- The property is currently vacant and is intended to be developed into affordable housing.
- The property is well located relative to amenities that support housing needs, including Bagley Community Park, Jim Parsley Community Center, Elanor Roosevelt Elementary, the Green Line Vine, retail, and grocery stores. The property is also adjacent to the City's existing Operations Center, which is a future redevelopment site.

Strategic Plan Alignment

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

Vibrant and Distinct Neighborhoods– a variety of accessible places and spaces

Present Situation

The proposed acquisition is the latest activity associated with the Fourth Plain for All housing strategies and actions. As stated in the Fourth Plain for All Investment Strategy, the initiative was developed as a "community-driven process to identify, prioritize, and implement a community vision that will improve conditions and expand opportunities for central Vancouver neighborhoods." Leveraging real estate for community benefit was a core component of the strategy, including the creation of affordable housing, wealth-building opportunities, and the establishment of a land trust.

The proposed acquisition of the property at 2575 Falk Road supports the Fourth Plain for All goal of "identifying and implementing investments that support the development of new affordable housing and preserve existing affordable housing stock". The property's location next to amenities in the center of the Fourth Plain Corridor makes it an ideal affordable housing redevelopment opportunity that will help fill in the community and benefit from the existing surroundings. The property is also in proximity to the City's existing Operations Center, which is planned to be a redevelopment site similar to the Heights, allowing future residents to benefit from continued City investment in the area.

If the proposed acquisition is approved, staff will work to execute the Purchase and Sale Agreement shortly thereafter. Because the City is acquiring only part of the seller's property, the seller will have 90 days after execution of the agreement to verify that its lender will agree to a partial reconveyance of the full property without requiring repayment of the existing loan. Once the seller confirms lender's approval, the City will have 90 days to complete its due diligence work, including a title review, Phase 1 environmental, and geotechnical study, before finalizing the property acquisition.

Advantage(s)

1. The property is strategically located near existing community amenities and is well served by transit.
2. The property represents a unique opportunity to redevelop a vacant lot in the heart of the Fourth Plain Corridor.
3. The property is located close to other future planned City redevelopment sites which will support the efficient use and access to essential services.

Challenge(s)

1. A gas station on an adjacent property may present some environmental challenges for future residential use. The Phase I environmental review prior to closing will identify any potential issues which could necessitate further due diligence and, if necessary, a decision not to proceed with the transaction.
2. Market conditions may present challenges for future new residential development.

Budget Impact

A total of \$9.5M was allocated in the General Fund as an ARPA match to fund Fourth Plain for All to support affordable housing, land banking, and programs to promote affordable homeownership opportunities. To date, approximately \$5.4M has been spent, leaving adequate funding to complete this proposed acquisition. Sufficient budget has been included in the 2025-2026 biennial budget to cover the cost associated with the purchase of this property, as well as estimated operating and management expenses incurred after acquisition.

Prior Council Review

None

Action Requested

On Monday, August 4, 2025, approve the City's acquisition of the Parcel at 2575 Falk Road, Vancouver, WA 98661 pursuant to the Purchase and Sale Agreement ("PSA"), and authorize the City Manager, or designee, to finalize and execute the Purchase and Sale Agreement in substantially the form attached and to execute all other documents and related agreements necessary to implement the Purchase and Sale Agreement.

Staff Contact

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

Attachments:

1. Purchase and Sale Agreement - 2575 Falk Road

COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT is entered into effective [DATE] (the “Effective Date”) by and between Bagley Park Investments LLC, a Washington limited liability company (“Seller”), and the City of Vancouver, Washington, a Washington municipal corporation (“Purchaser”).

RECITALS

- A. Seller owns certain real property consisting of approximately three acres of unimproved vacant land located at 2575 Falk Road, Vancouver, Clark County, Washington, as more particularly described in Section 1 below (collectively, the “Property”).
- B. Seller and Purchaser agree that concurrent with and as a contingency of closing the real estate transaction contemplated herein, the parties will cooperate to implement a boundary lot adjustment to create a legal lot in conformance with the Property legal description provided herein and to grant a post-closing non-exclusive access easement and maintenance agreement for ingress and egress to adjacent property owned and retained by Seller.
- C. Excepting the access easement to be retained by Seller, Purchaser desires to acquire all of the Property from Seller, and Seller is willing to sell and convey all of the Property to Purchaser, on and subject to the terms of this Commercial Real Estate Purchase and Sale Agreement (the “Purchase Agreement”).

AGREEMENT

1. **PURCHASE AND SALE OF THE PROPERTY.** Seller agrees to sell the real property located at 2575 Falk Road, Vancouver, Clark County, Washington, with the abbreviated legal description #111 JOSEPH DURGAN DLC 3A and the tax parcel Property Identification Number 30239038, consisting of the land described in Exhibit A attached hereto and all rights, benefits, privileges, easements, tenements, hereditaments and appurtenances there unto belonging or in any way pertaining thereto (the “Property”) to Purchaser, and Purchaser agrees to purchase the Property from Seller, on the terms and conditions set forth in this Purchase Agreement.
2. **PURCHASE PRICE.** The total purchase price for the Property is One Million Six Hundred Fifty Thousand and No One Hundredths US Dollars (\$1,650,000.00) (the “Purchase Price”) based on an appraisal of the Property excepting the Access Easement (defined below). The Purchase Price must be paid by Purchaser in all cash on the Closing Date (as defined below).
3. **EARNEST MONEY DEPOSIT.** Within seven (7) business days of the Effective Date, Purchaser must deliver to Stewart Title located at 1000 SW Broadway Suite 2460, Portland, OR 97205 (the “Escrow Agent”), with Dannielle Booth (Dannielle.Booth@stewart.com) / (503) 290-5189, and title be coordinated with Mark Davison (mark.davison@stewart.com) / (503) 298-8637), an earnest money deposit in the form of cash equivalent or immediately available funds in the

amount of \$45,000 (the “Earnest Money”) made payable to the Escrow Agent, released to the Seller as applicable to the Purchase Price at Closing. The Earnest Money must be applied in accordance with the terms of this Purchase Agreement.

4. **RECONVEYANCE CONTINGENCY.** Upon the execution of the Purchase and Sale Agreement and delivery of the Earnest Money Deposit, the Seller prior to the start of the Inspection Period shall have up to 90 days to verify that Seller’s lender holding a Deed of Trust on the Property will agree to record a partial reconveyance for the Property without requiring repayment towards the existing loan (the “Reconveyance Contingency”). Once the Seller has confirmed the lender’s consent, Seller must provide Purchaser written notice of Seller’s waiver of the Reconveyance Contingency. The Inspection Period will commence upon Purchaser’s receipt of such notice. Until Seller waives the Reconveyance Contingency, Seller may terminate the Agreement at their sole discretion upon written notice to Purchaser and the Escrow Agent. The Escrow Agent shall automatically refund the Earnest Money Deposit to Purchaser upon such Seller termination. and refund the Earnest to the Purchaser. Extensions to the 90-day Reconveyance Contingency period may be permitted as long as both the Seller and Purchaser agree to said extensions in writing.

5. **PROPERTY CONTINGENCIES**

5.1 **Boundary Line Adjustment.** On or before expiration of the Inspection Period (as defined below) and as a condition of Closing, Seller shall complete a boundary lot adjustment to segments of the Property designated on Exhibit B, legally conforming the Property title with the legal description provided on Exhibit A that is the subject of this Purchase Agreement (the “Boundary Line Adjustment”). The Seller shall complete all survey work and record the Boundary Line Adjustment prior to closing. Seller will also record the Access Easement agreement, as provided elsewhere in this Agreement. Direct survey cost for establishing the Boundary Line Adjustment and Access Easement areas (“Lot Adjustments”), and recording costs for the Boundary Line Adjustment, will be reimbursed by Purchaser at closing (“Lot Adjustment Costs”). If Lot Adjustment Costs are expected to exceed \$5,000, prior to commencing any Lot Adjustment work, the Seller agrees to obtain written cost estimates for any and all Lot Adjustment work including, but not limited to, survey, documentation and recording, and present the cost estimates to the Purchaser, . If the Purchaser disapproves the Lot Adjustment Costs estimate, this Agreement will terminate five (5) business days following notice of disapproval and the Earnest Money Deposit will be refunded to the Purchaser unless an alternate arrangement on payment of the Lot Adjustment Costs is agreed upon in writing by both the Seller and Purchaser prior to such termination. If the Purchaser decides to terminate this Agreement through no fault of the Seller, the Purchaser shall reimburse the Seller for such Lot Adjustment Costs, provided that any reimbursement must be for documented expenses directly resulting from surveying the Lot Adjustments and recording the Boundary Line Adjustment and shall not exceed \$5,000 unless previously approved in writing by the Purchaser, as provided in this Section. However, if the Seller decides to terminate this Agreement through no fault of the Purchaser, the Purchaser shall not be held liable to reimburse the Seller for any Lot Adjustment Costs.

5.2 **Access Easement.** In conjunction with and as a condition of Closing, Purchaser shall grant Seller a permanent, nonexclusive access easement and maintenance agreement (the “Access Easement”) for ingress and egress within the easement area depicted on Exhibit B attached hereto to provide Seller with continuous access to existing ingress and egress for adjoining

properties owned by Seller and not subject to this transaction. During the Inspection Period Seller and Purchaser shall mutually agree upon the form of access easement and maintenance agreement suitable to provide for the grant and ongoing care of the Access Easement. Seller shall pay for the fees associated with recording the Access Easement.

6. INSPECTION CONTINGENCY.

6.1 Inspection Rights. Purchaser has ninety (90) days following Seller's satisfaction or waiver of the Reconveyance Contingency (the "Inspection Period") to satisfy itself concerning all aspects of the Property, including, without limitation, the presence of any archeological artifacts or environmental hazards; the stability of soils and geotechnical features; the physical condition thereof; the availability of any governmental permits and approvals; and the feasibility of using the Property for Purchaser's intended use. Purchaser has the right to perform any tests, inspections, and feasibility studies on the Property as Purchaser may deem necessary. Seller will permit and, to the extent reasonably required by Purchaser, will assist Purchaser in providing access to Seller's archeologists, environmental consultants, architects, engineers, geotechnical experts, contractors, subcontractors, managers, analysts, and appraisers in connection with Purchaser's review of the Property.

6.2 Inspection Expenses. All costs and expenses of all of Purchaser's tests, inspections, and studies will be paid by Purchaser when due, regardless of whether this transaction closes.

6.3 Inspection Indemnity. Purchaser will indemnify, defend, and hold harmless Seller from and against any and all costs, losses, damages, expenses, liabilities, actions, liens, or claims arising from or related to any activities on or about the Property by Purchaser or any agent, employee, contractor, or invitee of Purchaser.

6.4 Removal of Inspection Contingencies. If, by the end of the Inspection Period, Purchaser has not notified Seller in writing that Purchaser objects to the Property based on any aspect thereof in its then-current condition, the inspection contingency shall be deemed waived. However, Purchaser may terminate this Purchase Agreement by providing written notice of its disapproval of the Property prior to expiration of the Inspection Period, whereupon the Earnest Money will be refunded to Purchaser within five days thereafter. This Purchase Agreement thereafter will be null and void and neither party will have any obligation to the other, except as otherwise provided herein. If Purchaser elects, Purchaser may offer Seller the opportunity to correct any items Purchaser determines to be unacceptable by providing Seller with written notice prior to the end of the Inspection Period of what must be corrected, by what dates, and in what manner (the "Correction Notice"). Within five (5) business days after Seller is given the Correction Notice Seller may notify Purchaser in writing of whether and to the extent Seller will implement and pay for any corrections (the "Notice of Intent to Correct"), all of which will be completed prior to the Closing Date. If Seller fails to give a Notice of Intent to Correct within this timeframe, Seller will be deemed to have refused to agree to such corrections. If Seller rejects the Correction Notice, Purchaser may elect to (a) cancel this Purchase Agreement, whereupon the Earnest Money must be immediately refunded to Purchaser, or (b) agree to waive its inspection contingencies as provided in this section, whereupon Seller must promptly commence and proceed with diligence to completion prior to the Closing Date with the correction of the items that Seller agreed to undertake in its Notice of Intent to Correct.

6.5 Environmental Assessments. Purchaser is responsible for obtaining its own environmental inspections of the Property. Purchaser agrees to provide Seller with a true and

complete copy of all environmental studies, tests, and reports that Purchaser obtains in connection with its inspection of the Property and, if authorized by Seller as provided herein, with independent splits and samples of each soil, groundwater, or other substance or material that may be obtained by Purchaser or its consultant in form and quantity sufficient for independent analysis. Purchaser will pay for all costs of its environmental inspections regardless of whether this sale closes. If any person is required to make any report to any governmental agency as the result of any environmental inspection, the report will be submitted solely by Seller.

6.6 Extension of Inspection Period: If the Boundary Line Adjustment is not recorded or access easement agreements are not mutually approved by both parties by the end of Inspection Period, then both the Inspection Period and Closing Date shall be extended 45 days to allow time for finalization.

7. TITLE TO THE PROPERTY.

7.1 Title Report. Within five (5) business days after the Effective Date, Seller must order a preliminary title report from the Escrow Agent with respect to the Property (the "Title Report"). The Title Report must be accompanied by legible copies of all special exceptions listed therein. Purchaser will have until forty-five (45) days after its receipt of the Title Report to notify Seller in writing of Purchaser's disapproval of any exceptions shown in the Title Report. Any special assessments shown on the Title Report objected to by Purchaser must be included in Purchaser's notice. In the event of any disapproval, Seller will notify Purchaser in writing within twenty (20) days after Purchaser's notification as to whether Seller agrees to remove any of the disapproved exceptions, and upon delivering that notice, Seller may have until the Closing Date to cause the disapproved exceptions that Seller has agreed to remove to be removed of record and from the Title Report. Seller's failure to deliver written notice to Purchaser within the 20-day period will be deemed Seller's refusal to remove any of the disapproved exceptions. Purchaser will be deemed to have accepted all title exceptions to which it has not timely objected.

7.2 Rescission of Agreement—Title Defects. If Seller elects not to eliminate any title exception disapproved by Purchaser, Purchaser may elect to cancel this Purchase Agreement by written notice to Seller given on or before thirty (30) days after Seller's notification of its election. In that event, the Earnest Money must be refunded to Purchaser and this Purchase Agreement will terminate. If Purchaser does not elect to cancel this Purchase Agreement, Purchaser's objections to the disapproved exceptions that Seller elected not to eliminate will be deemed waived and the Property will be conveyed to Purchaser subject to those defects without credit against the Purchase Price. Notwithstanding the foregoing and without requiring additional notice or objection by Purchaser, Seller must cause all monetary encumbrances of any kind, including but not limited to judgments, liens, mortgages, and trust deeds, against the Property to be released of record by the Closing Date.

8. SELLER'S REPRESENTATIONS.

8.1 Content of Representations. Seller represents, warrants, and covenants to Purchaser as follows:

(a) *No Notice of Violation of Zoning and Other Laws.* Seller has not received any written notice from any governmental authority alleging that the Improvements violate any building codes, building or use restrictions, or zoning ordinances, rules, or regulations.

(b) *No Litigation.* To Seller's knowledge, there is no pending or threatened litigation or administrative action with respect to the Property, except for any actions for possession, damages, or rent against tenants who are in default under their Leases as described in the Rent Roll.

(c) *No Condemnation.* To Seller's knowledge, there is no pending or contemplated eminent domain, condemnation, or other governmental taking of the Property or any portion thereof.

(d) *No Additional Assessments.* To Seller's knowledge, there are no special or general assessments, which are in addition to those which will be disclosed in the Title Report, that have been levied against or are proposed for the Property.

(e) *No Government Obligations.* To Seller's knowledge, there are no unperformed obligations that are currently due relative to the Property to any governmental or quasi-governmental body or authority.

(f) *No Seller Contamination.* To Seller's knowledge, Seller has not caused any hazardous substance, waste, or material to be used, generated, stored, or disposed of on or transported to or from the Property in violation of any applicable law prior to or during the period in which the Seller has owned the Property. For the purposes of this section, "hazardous substance, waste, or material" means all petroleum-based products, radon, asbestos, PCBs, and all substances, wastes, and materials that are so defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, and the Hazardous Materials Transportation Act.

(g) *Authority of Seller.* Seller's execution, delivery of, and performance under this Purchase Agreement are undertaken pursuant to authority validly and duly conferred on Seller and the signatories hereto.

(h) *No Breach of Agreements.* This Purchase Agreement and the consummation of the transaction evidenced by this Purchase Agreement do not violate any other agreement to which Seller is a party.

(i) *Nonforeign Status.* Seller is not a "foreign person" as defined in IRC section 1445 (1954).

8.2 Seller's Knowledge. In each event in which any representation of Seller is limited "to Seller's knowledge" or similar phrase, that knowledge includes only the actual, personal knowledge (and not the implied, imputed, or constructive knowledge) of Bharwinder Singh, Manager, with reasonable investigation and inquiry, including a thorough review of Seller's records regarding the Property.

8.3 Effect of Purchaser's Knowledge. Purchaser agrees that in the absence of an intent on the part of Seller to fraudulently conceal information about the Property or fraudulently mislead Purchaser, Purchaser does not have the right to rely upon any warranty or representation of Seller, and Seller will not be liable for any breach of a warranty or misrepresentation, if and to the extent Purchaser is given access to data or information relating to the Property prior to the Closing Date that reveals, or Purchaser's tests or inspections prior to the Closing Date reveal, or Purchaser otherwise knows or has reason to know prior to the Closing Date of any information that reveals, the warranty or representation is incorrect, and Purchaser nevertheless elects to close this purchase.

8.4 Survival of Warranties. All of Seller's warranties in this Purchase Agreement will be deemed given as of the date of this Purchase Agreement and deemed as affirmed by Seller as

of the Closing Date. Seller's liability for any misrepresentation or the breach of any warranty under this Purchase Agreement will survive the closing of this transaction; provided, however, that any claim for any misrepresentation or breach of any covenant will be deemed to have been waived unless Purchaser files and serves a complaint for damages or other remedies based on such alleged misrepresentation or breach within 12 months after the Closing Date or, if this transaction fails to close, within 6 months after the date this Purchase Agreement is canceled or terminates.

9. **PURCHASER'S REPRESENTATIONS.**

9.1 **Purchaser's Existence and Authority.** Purchaser is a validly existing and duly organized Washington municipal corporation under the laws of the State of Washington has the full right and authority as a First-Class City to conduct its business under the laws of the State of Washington, subject to review and approval by City Council where required.

9.2 **City Council Approval Required.** The execution of this Purchase Agreement by Purchaser and Purchaser's performance of all of its obligations hereunder subject to the review and approval of the Vancouver City Council.

9.3 **No Breach of Agreements.** This Purchase Agreement does not breach or violate any term or provision of any other agreement or contract to which Purchaser is a party.

10. **CONDITIONS TO CLOSING.**

10.1 **Purchaser's Conditions.** Purchaser's obligation to close this transaction is subject to the satisfaction of each of the following conditions:

(a) *Seller's Compliance.* Seller's fulfillment of each of its obligations under this Purchase Agreement in all material respects;

(b) *Seller's Representations.* The continuing accuracy of all of Seller's warranties and representations in this Purchase Agreement in all material respects.

(c) *Satisfaction of Property Contingency.* Recording of the non-exclusive ingress and egress access easement against the Property with the Clark County Auditor in the Clark County, Washington property records granting Seller vehicular drive aisle access to adjacent property owned by Seller.

10.2 **Seller's Conditions.** Seller's obligation to close this transaction is subject to the satisfaction of each of the following conditions:

(a) *Purchaser's Compliance.* Purchaser's fulfillment of each of its obligations under this Purchase Agreement.

(b) *Purchaser's Representations.* The continuing accuracy of all of Purchaser's warranties and representations in this Purchase Agreement.

(c) *Satisfaction of Property Contingency.* Recording of the Boundary Line Adjustment with the Clark County Auditor in the Clark County, Washington property records creating a legal lot for the Property in conformance with land to be conveyed through the legal description on the statutory warranty deed.

11. **CLOSING.**

11.1 **Closing Date.** This transaction will be closed within thirty (30) days following the end of the Inspection Period (the date this transaction does so close, as evidenced by the recordation of Seller's deed to Purchaser, being herein referred to as the "Closing Date"). Each party may extend the Closing Date one time by up to seven (7) days if that extension is required

by illness, transportation delays, the unavailability of the Escrow Agent, or other causes beyond the party's reasonable control.

11.2 Manner and Place of Closing. This transaction will be closed by the Escrow Agent in Vancouver, Washington, or any other place as the parties may mutually agree to in writing. Closing must take place in the manner and in accordance with the provisions set forth in this Purchase Agreement.

11.3 Prorations, Adjustments.

(a) All ad valorem real-property taxes, assessments, personal-property taxes, utility expenses (collectively, the "Expenses") must be prorated and adjusted between the parties as of the Closing Date. At closing, Purchaser will be given a credit against the Purchase Price equal to the sum of all accrued but unpaid Expenses. Any taxes or additional penalties that would be due as a result of removal of the Property from any tax deferral or special-use assessment program will be charged to Seller as though the Property were removed from that program on the Closing Date.

(b) Seller will pay all conveyance, excise, or transfer taxes and fees in connection with this sale; Purchaser will pay the recording fees for Seller's deed and Seller will pay the recording fees for the Access Easement agreement.

(c) Seller will pay the premium for a standard owner's title insurance policy in favor of Purchaser in the amount of the purchase price. Any additional title insurance coverages or endorsements requested by Purchaser or its lender will be paid by Purchaser.

(d) Seller and Purchaser will each pay one-half of the escrow and closing fees charged by the Escrow Agent.

(e) Purchaser will pay survey and recording fees for the Boundary Line Adjustment recorded by Seller as a condition of this Purchase Agreement in accordance with the provisions herein.

(f) Purchaser will pay all costs and expenses related to Purchaser's financing, if any.

(g) Each party will pay its own attorney fees and any broker, agent, or consulting fees.

11.4 Events of Closing. Provided the Escrow Agent has received the sums and is in a position to cause the title-insurance policy to be issued as described below, this transaction will be closed on the Closing Date as follows:

(a) Seller will convey the Property to Purchaser by statutory warranty deed, subject to the matters accepted or deemed accepted by Purchaser pursuant to this Purchase Agreement, in the form attached hereto as Exhibit C.

(b) Purchaser will convey the Access Easement agreement in the form mutually agreed to by Seller and Purchaser as provided herein.

(c) Seller will provide the Real Estate Excise Tax Affidavit (REETA) and Escrow Agent will record the REETA with the deed at closing.

(d) Seller will provide Purchaser with the Certificate of Nonforeign Status as provided in IRC section 1445.

(e) The Escrow Agent will calculate the prorations agreed to herein, and the parties will be charged and credited accordingly.

(f) Any liens to be paid by Seller at closing will be paid and satisfied of record at Seller's expense.

(g) Purchaser will pay the entire Purchase Price to Seller in cash, less the Earnest Money, as adjusted for the charges and credits set forth in this Purchase Agreement.

(h) The Escrow Agent will be committed to issuing the policy described herein upon recordation of the closing documents.

(i) Upon compliance with the parties' closing instructions, the Escrow Agent will record the deed to Purchaser at Purchaser's expense.

11.5 Title Insurance. As soon as possible after the Closing Date, Escrow Agent will furnish Purchaser a standard American Land Title Association (ALTA) form of owner's policy of title insurance in the amount of the Purchase Price for the Property, subject only to the Escrow Agent's standard preprinted exceptions and exclusions for that form and except for the matters accepted or deemed accepted by Purchaser pursuant to this Purchase Agreement. The costs of the standard form ALTA policy will be paid by Seller and any additional or extended title insurance beyond standard coverage will be paid by Purchaser, and the availability of that extended or additional coverage will not be a condition of closing.

11.6 Possession. Subject to the rights of tenants, Seller must deliver possession of the Property to Purchaser on the Closing Date.

11.7 As-Is Sale. Purchaser acknowledges that Purchaser has assessed, or has had the opportunity to assess, the size, configuration, utility service, environmentally sensitive areas, means of access, permitted uses, status of title, value, condition, and all other material aspects of the Property and, except as specifically stated herein, Purchaser is not relying on, nor has Purchaser been influenced by, any statement or representation of Seller or any agent or representative of Seller regarding any of these items. Except for any actionable breaches of Seller's representations and warranties contained herein, Purchaser's acceptance of the Property and the satisfaction or waiver of all of Purchaser's conditions to closing will be evidenced solely by the closing of this transaction and without any other act or confirmation by Purchaser. Purchaser will not have the option to close this transaction without accepting the Property in its then-current condition, and Purchaser acknowledges that except for any Seller's breach of an express warranty stated in this Purchase Agreement, Purchaser is acquiring the Property "AS IS, WHERE IS" in its current condition existing as of the Closing Date, excepting any representation or warranty made by Seller pursuant to this Purchase Agreement.

11.8 Purchaser's Indemnification. Purchaser agrees to defend, indemnify, and hold harmless Seller from and against all actions, claims, losses, liabilities, damages, costs, and expenses that are caused by intentional misconduct during Purchaser's inspection of the Property for which Purchaser is responsible in accordance with the terms of this Purchase Agreement.

12. DEFAULTS AND FAILURE TO CLOSE.

12.1 Seller's Remedies. If this transaction fails to close on account of a default by Purchaser under this Purchase Agreement, the Earnest Money will be forfeited by Purchaser and retained by Seller as liquidated damages as Seller's sole remedy for the default. This amount has been agreed by the parties to be reasonable compensation and the exclusive remedy for Purchaser's default, because the precise amount of damages would be difficult to determine.

12.2 Purchaser's Remedies. If this transaction fails to close on account of a default by Seller under this Purchase Agreement, Purchaser will be entitled to any remedies for breach of contract as may be available under applicable law, including, without limitation, the remedy of specific performance and the right to recover its actual damages.

12.3 Defaults. Except for either parties' wrongful failure to close or satisfy a condition to closing by the required Closing Date, neither party will be deemed in default under this Purchase Agreement unless the party is given written notice of its failure to comply with this Purchase Agreement and such failure continues for a period of five (5) business days following the date such notice is given. This section will not be construed as extending the time by which any notice or contingency waiver must be given.

12.4 Costs and Attorney Fees. In the event that a suit, an action, an arbitration, or a mediation is instituted to interpret or enforce the terms of this Purchase Agreement or with respect to any dispute under this Purchase Agreement, the prevailing party is entitled to recover from the other party such sum as the court, arbitrator, or mediator may adjudge reasonable as costs and expert-witness and attorney fees in any such proceeding, at trial, on any appeal or petition for review, in addition to all other sums provided by law.

12.5 Waiver of Jury Trial. As part of the consideration for this Purchase Agreement, each of the parties hereto waives the right to trial by jury in connection with any dispute or action under this Purchase Agreement.

13. CONDUCT OF BUSINESS.

13.1 Operations. Between the date of this Purchase Agreement and the Closing Date, Seller will continue to operate the Property in accordance with its current management, operation, and leasing standards and practices and will take no steps or actions that it knows would be materially detrimental to the value of the Property.

13.2 Contracts. Between the Effective Date and the Closing Date, Seller may not enter into any equipment purchase contract that will not be paid in full prior to the Closing Date or any lease, license, service, or maintenance contract that cannot be canceled upon 30 days' notice at no cost to Purchaser. Furthermore, this Purchase Agreement restricts Seller from soliciting or accepting offers for the Property and entering into additional sale contracts for the Property unless Seller elects to terminate this Purchase Agreement.

13.3 Insurance. Seller agrees to continue to maintain its current casualty and liability insurance policies on the Property until the Closing Date but will have no responsibility to maintain any such insurance following the Closing Date or to assign any policy to Purchaser.

13.4 Property Maintenance. Between the date of this Purchase Agreement and the Closing Date, Seller agrees to maintain and repair the Property so as to cause it to be delivered to Purchaser in substantially the same condition existing as of end of the Review Period, ordinary wear and tear, damage by casualty, and damage by condemnation excepted. Seller must promptly

notify the other regarding any item of repair, replacement, or maintenance of which it becomes aware and that requires an expenditure in excess of \$15,000.

13.5 No Additional Obligations. Except as provided in this section, Seller will have no obligation to maintain, repair, alter, reconstruct, or replace any portion of the Property or preserve or enter into any existing or new leases or service contracts, and Purchaser acknowledges that no express or implied representations or covenants to do so exist.

14. LEGAL RELATIONSHIPS.

14.1 Relationship of Parties. This Purchase Agreement creates only the relationship of seller and buyer and no joint venture, partnership, or other joint undertaking is intended hereby, and neither party hereto will have any rights to make any representations or incur any obligations on behalf of the other. Neither party has authorized any agent to make any representations, admit any liability, or undertake any obligation on its behalf. Neither party is executing this Purchase Agreement on behalf of an undisclosed principal.

14.2 No Third-Party Beneficiaries. No third party is intended to be benefitted or afforded any legal rights under or by virtue of this Purchase Agreement.

14.3 Joint and Several Liability. If either party is comprised of more than one person or entity, the obligations of each person or entity comprising that party under this Purchase Agreement will be joint and several.

14.4 Real Estate Brokers. Seller has entered into an independent third-party agreement to pay a real estate broker's commission equal to three percent (3%) of the Purchase Price to Keller Williams Realty Portland Central ("Seller's Broker"), who exclusively represents the Seller and not the Purchaser. In no event shall Purchaser have any obligation whatsoever for any fees assessed by Seller's Broker. Each party warrants to the other party that, except for Seller's Broker, no broker or agent was consulted or engaged in connection with this transaction, and each party will indemnify, defend, and hold harmless the other from and against all claims, losses, and liabilities made or imposed for any commission or finder's fee to any broker or agent and arising out of the actions of such party.

14.5 Indemnified Parties. Any indemnification contained in this Purchase Agreement for the benefit of a party will extend to that party's members, directors, shareholders, officers, employees, and agents.

14.6 Assignments and Successors. Purchaser may not assign or otherwise transfer this Purchase Agreement or any interest herein, voluntarily, involuntarily, or by operation of law, without the prior written consent of Seller in each instance, which consent will not be unreasonably withheld. Purchaser will not be released from its obligations under this Purchase Agreement in the event of any assignment or transfer by Purchaser. Subject to the foregoing, this Purchase Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

14. LIMITED RIGHT OF FIRST REFUSAL For a period of five (5) years following the

Closing Date, the Seller shall have the right to repurchase the Property at the then current fair market value as determined by a MAI certified real estate appraiser selected by the City and approved by the Seller if:

- (a) the City commences redevelopment of the Property for a use other than affordable housing, or;
- (b) if the City intends to sell to a non-governmental third party unless a covenant is recorded as part of the sale requiring the Property to providing delivering the housing at costs affordable to households making no more than 80% of area median income for at least 30 years.

15. GENERAL PROVISIONS.

15.1 Notices. Notices under this Purchase Agreement must be in writing or email and if personally delivered or sent by facsimile will be effective when received. If mailed, a notice will be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other party. Notices must be delivered, mailed, or sent by facsimile to the following address and telephone numbers:

SELLER:

C/O Dalvir “Danny” Banwait
1402 Lake Tapps Pkwy SE
Suite F104, Box 270
Auburn, WA 98092

With a Copy To:

PURCHASER:

CITY OF VANCOUVER, WASHINGTON
PO BOX 1995
VANCOUVER, WA 98668-1995
ATTN: Chim Chune Ko, Real Estate Project Manager
(ChimChune.Ko@cityofvancouver.us)

With a Copy to:

CITY OF VANCOUVER, WASHINGTON
PO BOX 1995
VANCOUVER, WA 98668-1995
ATTN: City Attorney’s Office
(Becky.Rude@cityofvancouver.us)

Either party may change its address for notices by at least 15 days’ advance written notice to the other.

15.2 Time of Essence. Except as otherwise specifically provided in this Purchase Agreement, time is of the essence of each and every provision of this Purchase Agreement.

15.3 **Invalidity of Provisions.** If any provision of this Purchase Agreement, or any instrument to be delivered by Purchaser at closing pursuant to this Purchase Agreement, is declared invalid or is unenforceable for any reason, that provision will be deleted from the document and will not invalidate any other provision contained in the document.

15.4 **Neutral Construction.** This Purchase Agreement has been negotiated with each party having the opportunity to consult with legal counsel and will not be construed against either party.

15.5 **Captions.** The captions of the sections and paragraphs in this Purchase Agreement are used solely for convenience and are not intended to limit or otherwise modify the provisions of this Purchase Agreement.

15.6 **Waiver.** The failure of either party at any time to require performance of any provision of this Purchase Agreement will not limit the party's right to enforce that provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

15.7 **Subsequent Modifications.** This Purchase Agreement and any of its terms may only be changed, waived, discharged, or terminated by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

15.8 **Saturday, Sunday and Legal Holidays.** If the time for performance of any of the terms, conditions, and provisions hereof fall on a Saturday, Sunday, or legal holiday, then the time of performance will be extended to the next business day thereafter.

15.9 **Venue.** In any action brought to interpret or enforce any of the provisions of this Purchase Agreement, the venue of same will be laid in Clark County, Washington.

15.10 **Applicable Law.** This Purchase Agreement will be construed, applied, and enforced in accordance with the laws of the State of Washington. All sums referred to in this Purchase Agreement will be calculated by and payable in the lawful currency of the United States.

15.11 **Entire Agreement.** This Purchase Agreement constitutes the entire agreement of the parties with respect to the Property and supersedes and replaces all written and oral agreements previously made or existing between the parties.

15.12 **No Offer.** By providing an unexecuted copy of this Purchase Agreement to any person, neither party will be deemed to have made an offer to sell or purchase or otherwise indicated its willingness to enter into any transaction with respect to the Property, and this Purchase Agreement will not be binding upon any party unless and until it has been fully executed and delivered by Seller and Purchaser.

15.13 **No Recording.** Neither this Purchase Agreement nor any memorandum or short form thereof may be recorded.

15.14 **Counterparts.** This Purchase Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same contract.

15.15 **Electronic Copies.** Either party may rely upon electronic copies of this Purchase Agreement to the same extent as the originals.

15.16 **Waiver of Statutory Disclosure (RCW 64.06.013).** PURCHASER EXPRESSLY WAIVES THE RIGHT TO RECEIVE THE MINIMUM INFORMATION SELLER DISCLOSURE STATEMENT REQUIRED BY RCW 64.06.013, EXCEPT THE NONWAIVABLE ENVIRONMENTAL DISCLOSURES. THE RCW 64.06.013 MINIMUM ENVIRONMENTAL DISCLOSURES ARE MADE BY SELLER ON **SCHEDULE 16.16** ("ENVIRONMENTAL DISCLOSURES") ATTACHED HERETO, WHEREBY SELLER DISCLOSES TO BUYER. ALL EXISTING MATERIAL FACTS OR MATERIAL DEFECTS BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THE ENVIRONMENTAL DISCLOSURES.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Purchase Agreement to be executed as of the day and year first above written.

SELLER:

BAGLEY PARK INVESTMENT LLC, A WASHINGTON LIMITED LIABILITY COMPANY

By: _____

By: Bharwinder Singh, Manager

PURCHASER:

CITY OF VANCOUVER, WASHINGTON, A WASHINGTON MUNICIPAL CORPORATION

By: _____

By: Lon Pluckhahn, City Manager

ATTEST AS TO FORM:

By: _____

By: Natasha Ramras, City Clerk (or Designee)

APPROVE AS TO FORM:

By: _____

By: Nena Cook, City Attorney (or Designee)

EXHIBIT A
LEGAL DESCRIPTION OF LAND

The Property consists solely of Clark County Tax Parcel ID No. 30239038 (the "Property"), which is a portion of a larger tract (the "Larger Tract") comprising nine tax parcels in total, namely: 30239076, 30239059, 30239071, 30239070, 30239067, 30239068, 30239056, 30239069, and 30239038. No rights, title, or interest in any parcels within the Larger Tract other than Parcel ID 30239038 shall be conveyed under the Purchase Agreement. The final legal description of the Property shall be determined by a licensed surveyor following the lot adjustments, to be completed as part of the Lot Adjustment Cost defined in Section 5 of the Agreement, and shall be approved by the Buyer, Seller, and escrow agent during escrow. Upon such approval, this Exhibit A shall be updated and replaced with the final legal description of the Property.

The following is the legal description of the Larger Tract (not the Property), provided for reference purposes only

Abbreviated Description: #111 JOSEPH DURGAN DLC 3A

A PORTION OF THE JOSEPH DURGAN DONATION LAND CLAIM IN SECTION 24,
TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED
AS FOLLOWS :

BEGINNING AT A POINT ON THE CENTER LINE OF CAPLES AVENUE SOUTH
24°36'30" EAST 480.17 FEET FROM ITS INTERSECTION WITH THE CENTER LINE OF
PLOMONDON STREET, AND RUNNING THENCE SOUTH 24°36'30" EAST , ALONG
THE CENTER LINE OF SAID AVENUE AND ITS SOUTHERLY EXTENSION, 765.24
FEET TO THE SOUTHERLY LINE OF THAT CERTAIN TRACT CONVEYED TO ROY G.
ANDERSEN, ET UX, BY DEED RECORDED UNDER AUDITOR'S FILE NO. G-138852;
THENCE SOUTH 65°02' WEST 885.94 FEET TO THE EASTERLY LINE OF SAID 300-
FOOT STRIP ACQUIRED BY THE UNITED STATES OF AMERICA FOR PURPOSES OF
POWER TRANSMISSION; THENCE NORTH 41°54' WEST, ALONG THE EASTERLY
LINE OF SAID 300-FOOT STRIP, 133.10 FEET; THENCE NORTH 23°49' WEST, ALONG
THE WESTERLY LINE OF SAID ROY G. ANDERSEN TRACT, 643.76 FEET AND
THENCE NORTH 65°23'30" EAST 916.58 FEET TO THE POINT OF BEGINNING;

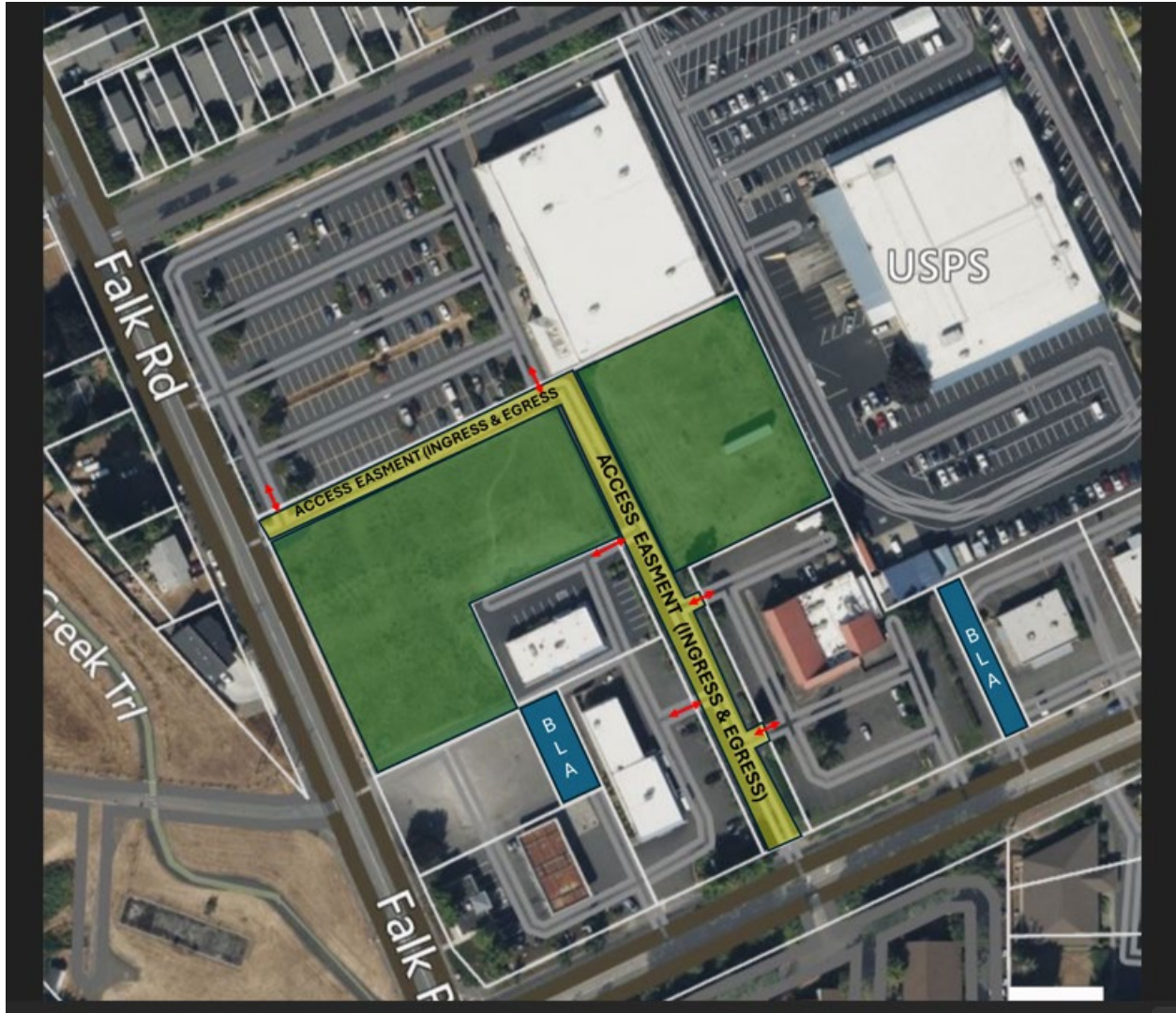
EXCEPT DEDICATED STREETS AS RECORDED MARCH 23, 1948, IN BOOK 440, AT
PAGE 161, CLARK COUNTY DEED RECORDS, AND AUDITOR'S FILE NO. G-425373;

EXCEPT THAT PORTION OF SAID SECTION 24 CONVEYED TO THE UNITED STATES
POSTAL SERVICE UNDER AUDITOR'S FILE NO. G-672257.

Situated In the County of Clark, State of Washington.

**EXHIBIT B
DIAGRAM OF LOT LINE ADJUSTMENT**

**FORMAL LEGAL DESCRIPTIONS OF BOUNDARY LINE ADJUSTMENT AND
ACCESS EASEMENT TO BE DESIGNATED IN ACCORDANCE WITH SECTIONS 5.1
AND 5.2**



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: _____

Name (Print): _____

NOTARY PUBLIC in and for the State
of Washington, residing at _____

My appointment expires: _____

**STATUTORY WARRANTY DEED
EXHIBIT A – LEGAL DESCRIPTION**

[TO BE INSERTED]

**STATUTORY WARRANTY DEED
EXHIBIT B – PERMITTED EXCEPTIONS**

[TO BE INSERTED]

**SCHEDULE 16.16
SELLER ENVIRONMENTAL DISCLOSURES**

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 2757 FALK ROAD, VANCOUVER, WASHINGTON PURSUANT TO THE PURCHASE AGREEMENT BY WHICH THESE ENVIRONMENTAL DISCLOSURES ARE REFERENCE AND INCORPORATED THEREIN.

SELLER MAKES THE FOLLOWING ENVIRONMENTAL DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO PURCHASER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. SELLER IS NOT OCCUPYING THE PROPERTY.

ENVIRONMENTAL

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|--|
| ☐ Yes | ☐ No | ☐ Don't know | *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? |
| ☐ Yes | ☐ No | ☐ Don't know | *B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? |
| ☐ Yes | ☐ No | ☐ Don't know | *C. Are there any shorelines, wetlands, floodplains, or critical areas on the property? |
| ☐ Yes | ☐ No | ☐ Don't know | *D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? |
| ☐ Yes | ☐ No | ☐ Don't know | *E. Is there any soil or groundwater contamination? |
| ☐ Yes | ☐ No | ☐ Don't know | *F. Has the property been used as a legal or illegal dumping site? |
| ☐ Yes | ☐ No | ☐ Don't know | *G. Has the property been used as an illegal drug manufacturing site? |

BY: _____

BY: Bharwinder Singh, Manager

DATE: _____

A RESOLUTION of the City Council of the City of Vancouver, Washington, providing for the submission to the qualified electors of the City of Vancouver at the November 4, 2025, General Election of a proposition authorizing the City to increase its regular property tax levy above the limit established in chapter 84.55 RCW to fund police and public safety services; requesting the Clark County Auditor to place the proposition on the November 4, 2025, ballot; and approving matters properly related thereto.

Staff Report: 164-25

To: Mayor and City Council
From: City Manager
Date: August 4, 2025

Subject

Resolution Requesting a Voted Measure from the City to be Placed on the Ballot during the General Election on November 4, 2025, Proposing a Property Tax Levy Lid Lift to Fund Police and Public Safety Services

Key Points

- Growth in demand for police services, as evidenced by a 24% increase in call volume for police services from 2017-2024, has resulted in a decline in police response times and strained investigative capacity of detectives, such that nearly 3,200 cases go uninvestigated each year.
- Vancouver Police Department staff have identified the need for additional operating resources to increase the ability of the department to more effectively respond to the public safety needs of the community and build capacity to proactively engage the community in pre-emptive strategies to prevent threats to community safety. The need for further investment has been seconded by a community advisory committee on policing, convened by the city manager, which reviewed and advised on identified needs and recommendations.
- The community advisory committee on policing recommended moving forward with a three-part funding approach, which would include a council-initiated sales tax, state grants, and a permanent single-year levy lid lift property tax measure. It was determined that the single-year levy lid lift would be acted on first.
- Qualifying senior citizens, disabled veterans, and others would be exempt from the tax increase resulting from the proposed levy lid lift pursuant to state law.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation

The City's population has been increasing significantly since 2017. With that growing increase, calls for police service have increased as well. In addition, the complexity of calls has also been increasing. The current staffing level is insufficient to address the volume and complexity of calls. VPD is actively triaging calls for service and consistently prioritizing person and violent crimes. Approximately, 3,200 reported crimes go uninvestigated per year.

Over the last decade, the City Manager's Office has engaged the community in multiple ways regarding the services, outcomes, transparency, and accountability of the Vancouver Police Department. Building on this foundation, in 2024 and again in 2025, the City invited the community to come together for the next chapter of engagement on police-related matters.

The Police Community Advisory Committee reviewed the current levels of service, staffing, and outcomes VPD is delivering and trends in demand for service, such as call volume and criminal cases. Based on this review, the committee was tasked to advise on community values and priorities relative to a proposed increase in staffing capacity developed by the Office of the Police Chief.

The Committee has identified the following priorities, outcomes, and impacts to improve police services:

1. Build and strengthen relationships between VPD and the community.
2. Support partnerships that help reduce conflict and prevent crime, especially by expanding the capacity to co-response and complementary programs aimed at addressing urgent mental health or substance-use concerns.
3. Maintain and improve overall VPD capacity and level of service.
4. Retain and support VPD staff.
5. Utilize technology to improve efficiency and community safety, including creating an automated traffic camera enforcement program.

Given current capacity, the Committee recommends hiring 35 new staff members, including 25 sworn and 10 non-sworn staff. This approach would add:

- 16 patrol officers and two sergeants to reduce overtime and increase capacity to respond to events.
- Seven detectives to investigate crimes.
- Up to 10 non-sworn staff to support evidence, records, analysis, and engagement.

The Committee recommends moving forward with a three-part funding approach, which would include a council-initiated sales tax, state grants, and a single-year levy lid lift property tax measure.

The single-year levy lid lift would add up to thirteen (13) sworn police officers in a range of ranks and assignment, fund the acquisition and maintenance of law enforcement equipment and vehicles, fund additional prosecution and criminal justice system costs, and fund necessary administrative and staffing costs to support the investments outlined.

Advantage(s)

1. If the Council approves the resolution, the levy measure will be placed on the November 4, 2025, ballot.
2. If a majority of voters approve, additional property tax revenues will increase the City's resources to provide police and public safety services.

Challenge(s)

The increased property taxes, if approved by the voters, may disproportionately impact some taxpayers.

Budget Impact

If the levy proposition is approved by the Council and a majority of voters, the budget increase will be incorporated into the 2027-2028 Biennial budget, adding staffing equipment, and services supported by this measure. The long-term plan to sustain the additional staff included in this proposition anticipates subsequent action by the Council to engage voters and/or implement councilmanic revenue tools to support staffing investments.

Prior Council Review

- December 18, 2023 workshop - VPD Workshop outlining the current system's capacity and identifying the needs.
- July 1, 2024 workshop - Review of property tax tools.
- July 8, 2024, workshop - Additional review of the VPD needs, Council direction on levy design.

Action Requested

On Monday, August 4, 2025, adopt the proposed resolution authorizing a proposition to be put before voters during the November 4, 2025, general election that, if approved by voters, would increase the City's regular property tax levy limit by approximately \$0.15 per \$1,000 in assessed value, in addition to the annual 1% increase, to fund police and public safety services as set forth the ballot proposition. The 2026 levy would serve as the basis to calculate future levies.

Staff Contact

Lon Pluckhahn, City Manager, lon.pluckhahn@cityofvancouver.us

Attachments:

1. Resolution
2. Presentation

08/04/2025

RESOLUTION NO. M-_____

A RESOLUTION of the City Council of the City of Vancouver, Washington, providing for the submission to the qualified electors of the City of Vancouver at the November 4, 2025, General Election of a proposition authorizing the City to increase its regular property tax levy above the limit established in chapter 84.55 RCW to fund police and public safety services; requesting the Clark County Auditor to place the proposition on the November 4, 2025, ballot; and approving matters properly related thereto.

WHEREAS, community growth and the associated 24% increase in call volume for police services from 2017-2024 has resulted in a decline in police response times; and

WHEREAS, a growth in demand for police services has strained investigative capacity of detectives such that nearly 3,200 cases go uninvestigated each year; and

WHEREAS, during 2023, Vancouver Police Department staff identified the necessary additional operating resources needed to increase the ability of the department to more effectively respond to the public safety needs of the community, and to build capacity to proactively engage the community in pre-emptive strategies to prevent threats to community safety, and worked with other City departments to estimate the cost of these additional resources; and

WHEREAS, the city manager convened in 2024 and 2025 a community advisory committee on policing to review and advise on identified needs and recommendations from the police department and to formulate a recommendation on potential investments in police capacities; and

WHEREAS, operating demands citywide necessitate an additional sworn staff of approximately twenty-five (25) commissioned/sworn full-time employees (FTEs) in a range of ranks and assignments, and approximately ten (10) non-sworn/non-commissioned FTE positions, related support costs and equipment; and

WHEREAS, the community advisory committee on policing recommended moving forward with a three-part funding approach, which would include a council-initiated sales tax, state grants, and a permanent single-year levy lid lift property tax measure; and

WHEREAS, additional police staffing will likely result in additional costs to the criminal justice system and will be eligible for this funding; and

WHEREAS, Washington State law limits the annual increase of a city's regular property tax levy amount to 1% plus an allowance for new construction unless the voters of a city approve the collection of regular property taxes in a greater amount; and

WHEREAS, the City's 2025 general regular property tax levy is approximately \$2.14 per \$1,000 of assessed value. This rate does not include the affordable housing property tax levy ("Proposition 3") that is authorized by RCW 84.52.105 and was approved by the voters on February 14, 2023. The statutory limit for the City's general regular property tax levy is \$3.325 per \$1,000 of assessed value; and

WHEREAS, RCW 84.55.050 provides for the levy of regular property taxes in an amount exceeding the limitation specified in chapter 84.55 RCW if such increased levy is authorized by a ballot proposition approved by a majority of the voters at an election held with the taxing district (a "levy lid lift"); and

WHEREAS, the City Council deems it necessary to submit to the voters of the City a levy lid lift proposition of whether or not the City shall levy regular property taxes for collection in 2026 in excess of the limit factor provided for in RCW 84.55.050(1), which amount would then

RESOLUTION - 2

be used as the basis to calculate subsequent levy limits pursuant to chapter 84.55 RCW; and

WHEREAS, on August 4, 2025, the City Council deliberated on the desired size of the levy increase and selected \$0.15 per \$1,000 of assessed value as the levy rate increase to put before the voters during the general election to be held on November 4, 2025;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. **Findings.** The Council hereby adopts and incorporates by reference the above recitals as findings. The Council further finds that the best interests of the residents of the City require the City to fund police and public safety services, including but not limited to, the following investments:

- Add up to thirteen (13.0) Full Time Equivalent (FTE) sworn police officers in a range of ranks and assignments;
- Fund the acquisition and maintenance of law enforcement equipment and vehicles consistent with both current and future standards;
- Fund additional prosecution and criminal justice system costs, as determined by City Council; and
- Fund necessary administrative and staffing costs in other City of Vancouver departments to support the investments outlined above.

The programmatic expenses above are to be limited by sustainable new revenue and appropriated through the City's regular budgetary process.

The City Council shall determine the timing, order and manner of funding police and public safety services and the use of levy lid lift proceeds, including those investments described above, as part of the budgeting process. The cost of all compensation, benefits, training, support services, equipment, technology, vehicles, legal and other professional services, administrative expenses, and other direct and indirect costs incurred in connection with the police and public safety services shall be deemed a part of the costs of such police and public safety services. The City Council may alter,

RESOLUTION - 3

make substitutions to and amend such components as it determines are in the best interests of the City and consistent with the police and public safety services purposes described herein.

Section 2. **Calling of Election Regarding the Levy of Additional Property Taxes.** There shall be submitted to the qualified electors of the City of Vancouver, Washington a proposition regarding whether the City shall levy regular property taxes above the levy limitations established in RCW 84.55.050 and RCW 84.55.010 for their ratification or rejection at a special election to be held on November 4, 2025. The Clark County Auditor, as ex officio supervisor of elections in Clark County, is hereby requested to call and conduct the election referenced on such day and to submit to the qualified electors of the City for their approval or rejection a proposition to (a) increase the City's regular property tax levy by approximately \$0.15 per \$1,000 of assessed valuation in addition to the regular annual levy inflationary increase, to a total maximum regular property tax rate not to exceed \$2.47 per \$1,000 of assessed valuation for collection in 2026, as allowed by chapter 84.55 RCW. The above amount does not include the separate affordable housing property tax levy ("Proposition 3") that is authorized by RCW 84.52.105 and was approved by the voters on February 14, 2023. The 2026 levy amount will be used as the basis to calculate subsequent levy limits pursuant to chapter 84.55 RCW.

The total maximum regular property tax levy rate of not to exceed \$2.47 per \$1,000 of assessed value includes banked capacity from the Fire and Emergency Services Levy Lid Lift ("Proposition 2") that was approved by the voters on February 8, 2022. By including the banked capacity resulting from Proposition 2 in such maximum regular property tax levy, the City intends to preserve this capacity for use consistent with the purposes and use limitations of Proposition 2.

The taxes authorized by this proposition will be in addition to the maximum amount of regular property taxes the City would have been allowed to levy within the limitations provided for in RCW 84.55.010 in the absence of voter approval under this resolution plus other authorized lid lifts.

RESOLUTION - 4

Thereafter, such levy amount would be used to compute limitations for subsequent years as allowed by chapter 84.55 RCW. For the sake of clarity, the maximum regular property tax levy rate referenced in this Section 2 excludes the City's voter-approved affordable housing levy which shall be levied separately from the regular levy authorized herein.

Upon approval of the voters of the proposition set forth herein, the City may use proceeds of such levy lid lift to pay the costs of police and public safety services as set forth in Section 1 of this resolution.

Section 3. **Exemption**. If the ballot proposition set forth herein is approved by the voters, as authorized by RCW 84.36.381, senior citizens, disabled veterans, and other qualifying individuals (as defined in RCW 84.36.381) shall be exempt from the tax increase resulting from such levy lid lift.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 4. **Ballot Proposition.** The City Clerk is hereby authorized and directed as required by law, to certify a proposition to the Clark County Auditor, as ex officio supervisor of elections in Clark County, Washington, in substantially the following form:

PROPOSITION NO. 5

CITY OF VANCOUVER, WASHINGTON
POLICE AND PUBLIC SAFETY SERVICES
LEVY LID LIFT

The Vancouver City Council adopted Resolution M-____ concerning a levy lid lift to fund police and public safety.

If approved, this proposition would fund police and public safety services, including additional police officers, equipment, and criminal justice system costs by increasing Vancouver's regular property tax levy by approximately \$0.15/\$1,000 assessed valuation, for a maximum regular property tax levy rate not to exceed \$2.47/\$1,000 for collection in 2026. The 2026 levy amount will be the basis to calculate subsequent levies, per RCW 84.55. Qualifying seniors, veterans, and others would be exempt, per RCW 84.36.

Should this proposition be approved?

YES ☐

NO ☐

For purposes of receiving notice of the language of the ballot proposition required by RCW 29A.36.080, the City Council hereby designates: (a) the City Clerk (Natasha Ramras), telephone (360) 487-8484; email: natasha.ramras@cityofvancouver.us; and (b) the City Attorney (Nena Cook) telephone: (360) 487-8503; email: nena.cook@cityofvancouver.us; as the individuals to whom such notice from the Auditor should be provided. The City Attorney and the City Clerk are each authorized individually to approve changes to the wording of such proposition as may be recommended by the Clark County Auditor and the Clark County Prosecuting Attorney, as long as the intent of the proposition remains clear and consistent with the intent of this resolution.

RESOLUTION - 6

Section 5. **Voters Pamphlet.** To the extent that a local voters' pamphlet and/or online voters' guide ("Voters' Pamphlet") will be produced for the November 4, 2025 election, the Voters' Pamphlet shall include an explanatory statement to be prepared according to state and local requirements, and arguments advocating approval and disapproval of the ballot measure, if any. Pursuant to RCW 29A.32.280, the arguments advocating approval and rejection of the ballot measure shall be prepared by committees appointed by the City Council. Each committee shall be composed of not more than three persons; however, a committee may seek the advice of any person or persons. The committee advocating approval shall be composed of persons known to favor the ballot measure, and the committee advocating rejection shall be composed of persons known to oppose the ballot measure. Should the City Council not appoint the persons to each Committee by the time required by law, the Clark County Auditor shall appoint said committees.

Section 6. **Severability.** If any provisions of this resolution shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed severable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the levy or collection of the taxes authorized by this proposition.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 7. **Effective Date.** This resolution shall take effect and be in full force immediately upon adoption by the City Council.

ADOPTED at a Regular Meeting of the Vancouver City Council this_____, of
August, 2025.

Attest:

Anne McEnery-Ogle, Mayor

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney



CITY OF
Vancouver
WASHINGTON

Property Tax Levy Lid Lift to Fund Police and Public Safety Services

Lon Pluckhahn, City Manager

Natasha Ramras, Chief Financial Officer

August 4, 2025

Proposition No. 5: Objectives

- Increase Public Safety Staffing by up to 13 Officers
- Preserve Prop 2 banked capacity for future use

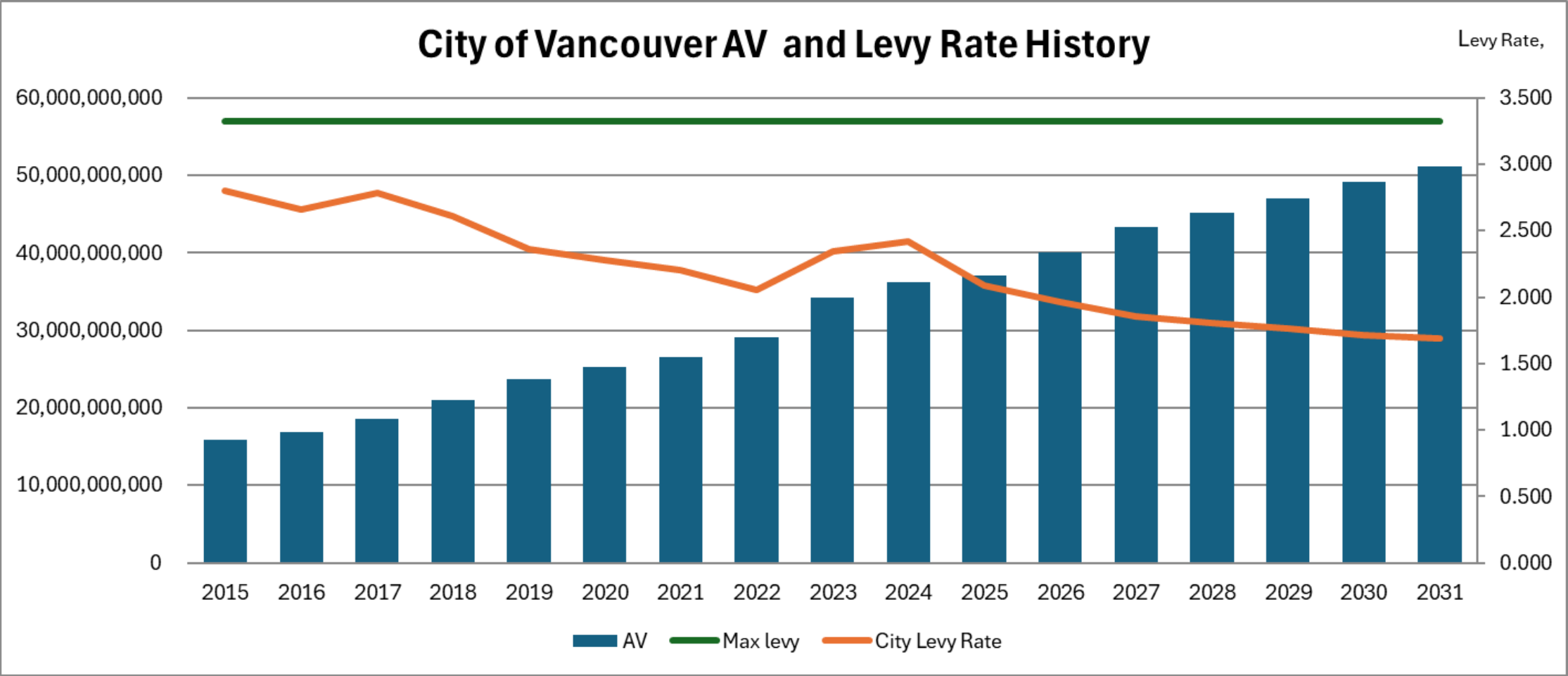




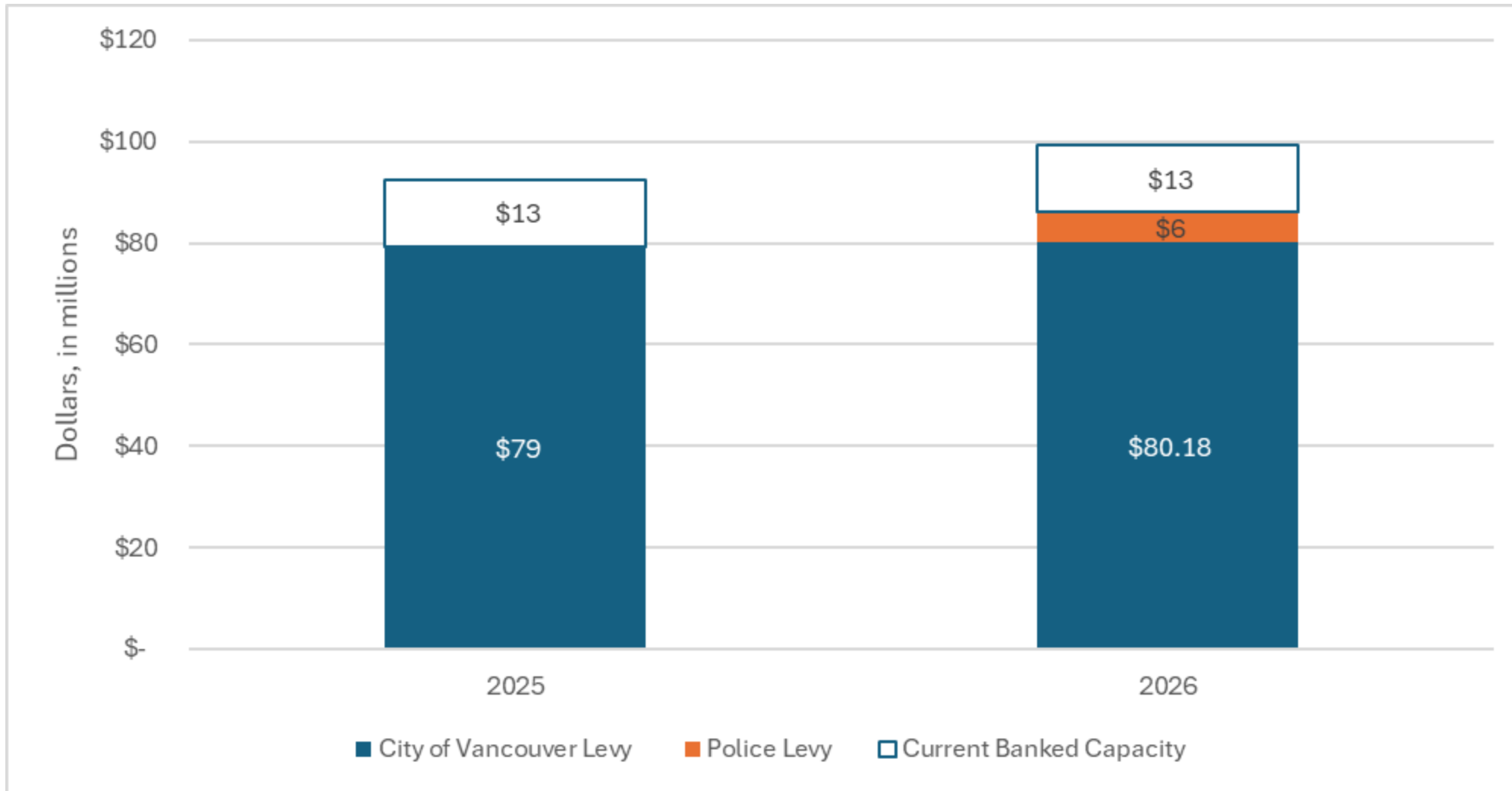
Proposition 5 Impact:

- Annual impact is \$0.15/\$1,000 in assessed value of the property, for all types of property but the exempt;
- For an owner of a \$500,000 the impact will be \$75 annually, or \$6.25 monthly

City of Vancouver Property Tax: AV and Rate



Current Levy (in dollars), Proposed Police Levy and Banked Capacity



Proposition No. 5: Ballot Title Language

This proposition would fund police and public safety services, including additional police officers, equipment, and criminal justice system costs by increasing Vancouver's regular property tax levy by approximately \$0.15/\$1,000 assessed valuation, for a maximum regular property tax levy rate not to exceed \$2.47/\$1,000 for collection in 2026. The 2026 levy amount will be the basis to calculate subsequent levies, per RCW 84.55. Qualifying seniors, veterans, and others would be exempt, per RCW 84.36.

Questions



AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver; amending the zoning map designation from R-22 to R-50 at a 1.6 acre property at 7711 and 7809 NE 58th Street, tax lots 107971000 and 107982000; providing for severability; and establishing an effective date.

Staff Report: 165-25

To: Mayor and City Council
From: City Manager
Date: August 4, 2025

Subject

2025 Site Specific Rezone - 58th Street

Key Points

- Two private applications for residential zone changes to develop denser multi-family housing have been submitted in advance of the update of the Comprehensive Plan and zoning code is anticipated to be completed in late 2025 or early 2026.
- The 58th Street Zoning Amendment in the Walnut Grove neighborhood is from R-22 to R-50. The applicant recently indicated R-35 zoning would be acceptable as a second choice, which would require returning to the Planning Commission.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn and play

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

Present Situation

The 58th Street Zoning Amendment would change a 1.6-acre site at 7711 and 7809 NE 58th Street, tax lots 107971000 and 107982000, from R-22 to R-50. A conceptual site plan envisions a 5-story apartment building of 77 market-rate units to be located generally towards the northeast corner of the site. The Planning Commission voted 4-3 against the proposal, based on concerns that the proposed R-50 zoning would allow overly tall and intense development compared to the existing area. Public hearing testimony was 8-2 against.

Currently, the site contains two single-family homes. To the north of the proposal site across NE 58th Street is Raymond Shaffer Park, zoned Park. West are single-family homesites zoned R-22. South and southeast is a City of Vancouver stormwater facility also zoned Park. Shaffer Park is undeveloped but is currently undergoing master planning, with construction anticipated in 2026, including frontage improvements and sidewalks on the north side of 58th Street. Park construction is not tied to the outcome of the rezone proposal. Future development of the rezone site under the proposed R-50 zone would produce approximately \$344,960 in park impact fees to be spent in the

park district, compared to \$151,782 under the current R-22.

The rezone site and nearby properties are identified as appropriate for the new Medium Scale Neighborhood (MSN) designation in the [Draft Environmental Impact Statement \(DEIS\)](#) for the pending Comprehensive Plan and zoning code update. The MSN designation as drafted would allow multi-family housing and various commercial uses up to 75 feet in height. If the rezone is approved, the applicant would need to submit a development application prior to the update of the Comprehensive Plan and zoning code to develop under the requested zone. Otherwise, any new development will need to conform to the updated designations and associated regulations. More information about the potential future MSN designation is available on page 3 of the DEIS.

Advantage(s)

- The proposed 58th Street rezone to R-50 would maximize the number of new and smaller housing units to address housing shortages in the area and citywide, on a site also already zoned for multi-family development.
- It is also consistent with the future Medium Scale Neighborhood envisioned at the site and surrounding properties in the Draft Environmental Impact Statement (DEIS) for the update of the Comprehensive Plan and zoning code, although those new designations have not been adopted.
- R-50 zoning would maximize the number of future residents in immediate proximity of Shaffer Park.

Challenge(s)

- Future development at the 58th Street site under any zoning scenario would likely result in a taller buildings than those in the surrounding area. Five-story construction is likely under the proposed R-50 zone, 3-4 stories under the alternative R-35, and 2-3 stories under the existing R-22 designation.
- Future development is needed at the 58th Street rezone site and surrounding properties in order to provide frontage improvements and sidewalk construction.

Budget Impact

No significant direct implications anticipated. The rezone, if approved, will enable additional residential development and service demands over time, but the additional development will also generate additional impact fees.

Prior Council Review

June 16, 2025 - Workshop

Action Requested

On Monday, August 4, 2025, advance for consideration of the ordinance approving the 58th Street rezone to R-50, for a second reading and review at the public hearing on August 11, 2025.

Staff Contact

Bryan Snodgrass, Principal Planner, bryan.snodgrass@cityofvancouver.us

Attachments:

1. Presentation
2. Ordinance
3. 58th Street rezone testimony not previously included

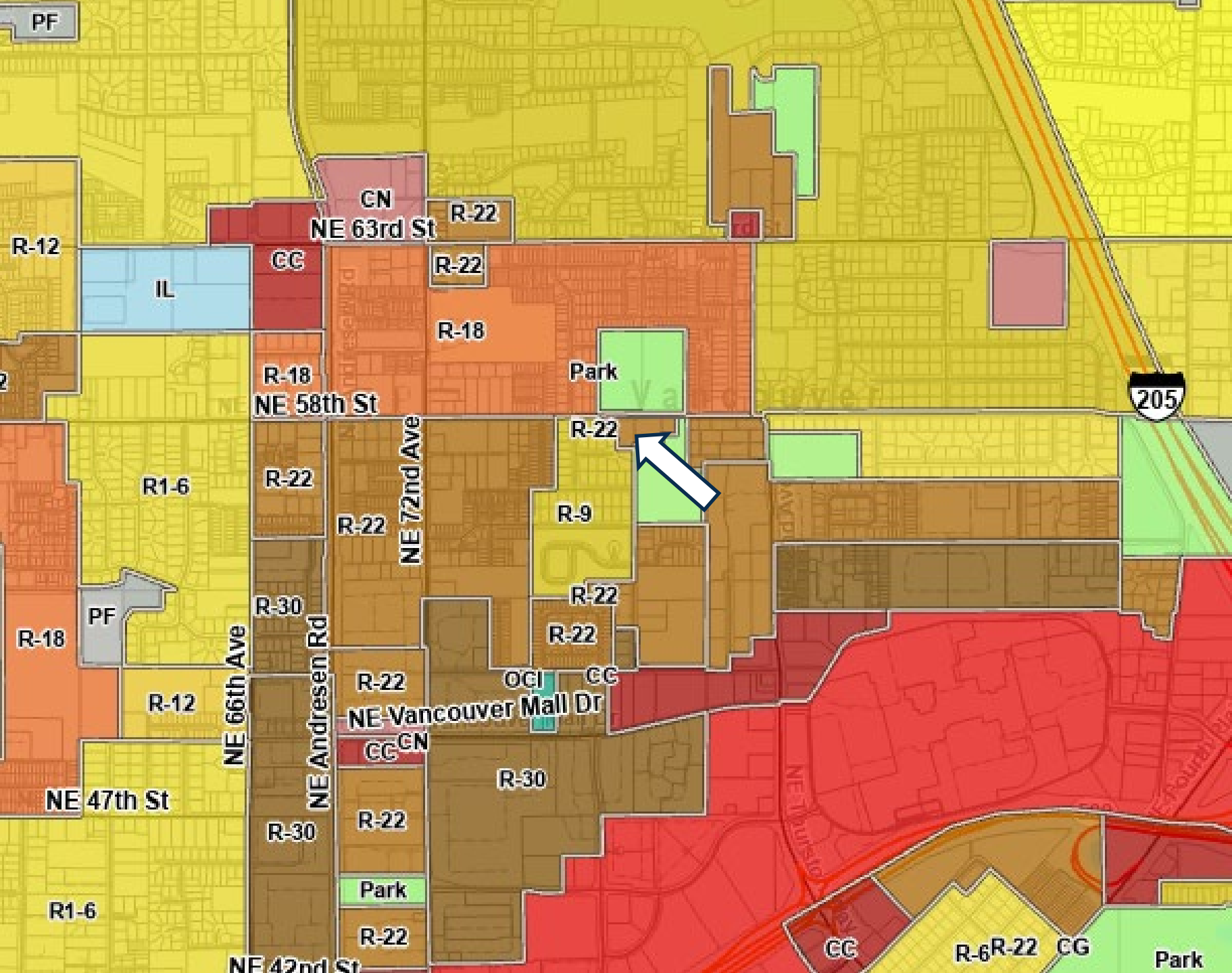


CITY OF
Vancouver
WASHINGTON

2025 zoning amendment in advance of Comprehensive Plan update – 58th Street, R-22 to R-50 City Council Public Hearing

Bryan Snodgrass, Principal Planner, City of Vancouver Community Development
Department, Comprehensive Planning Division

August 11, 2025

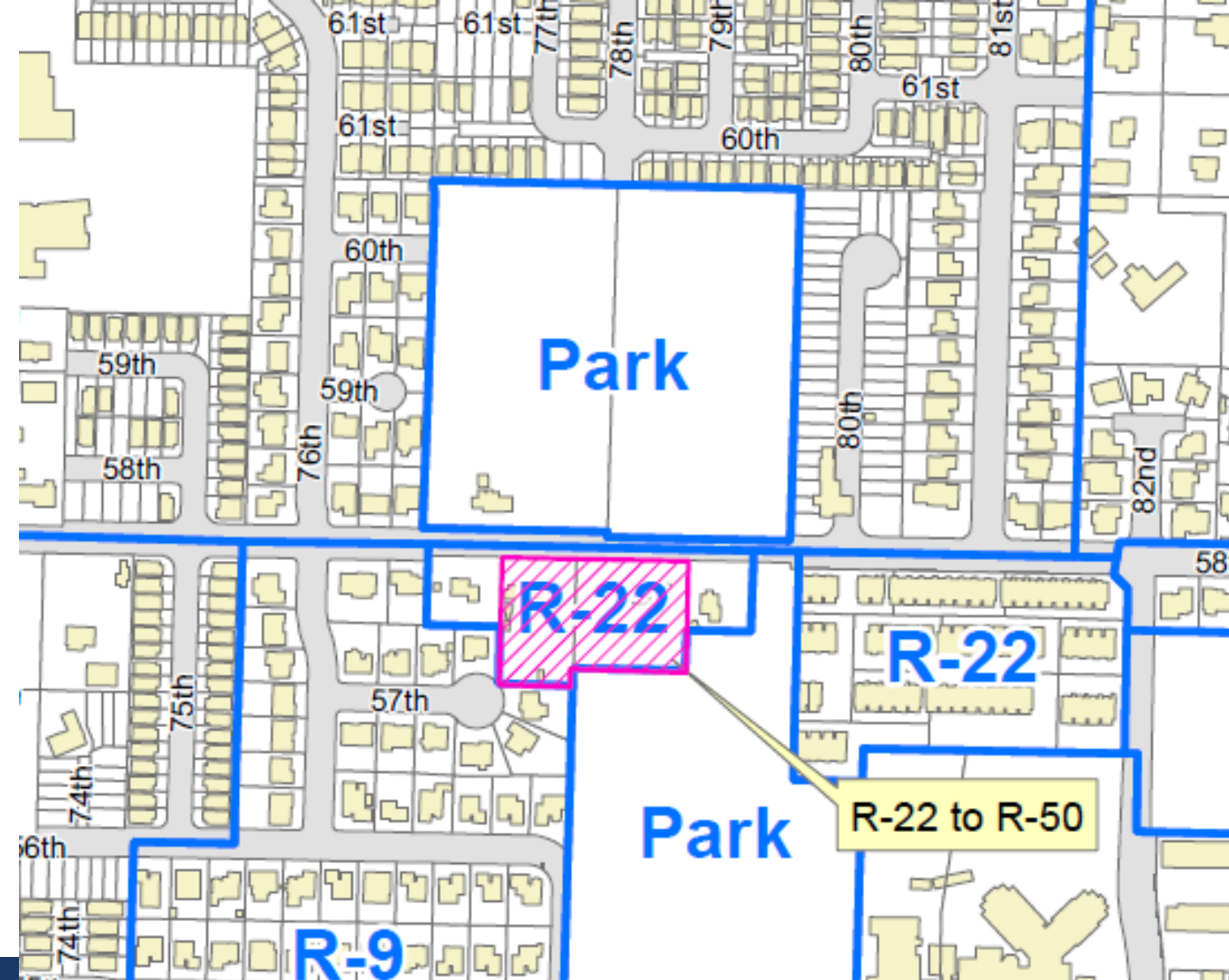


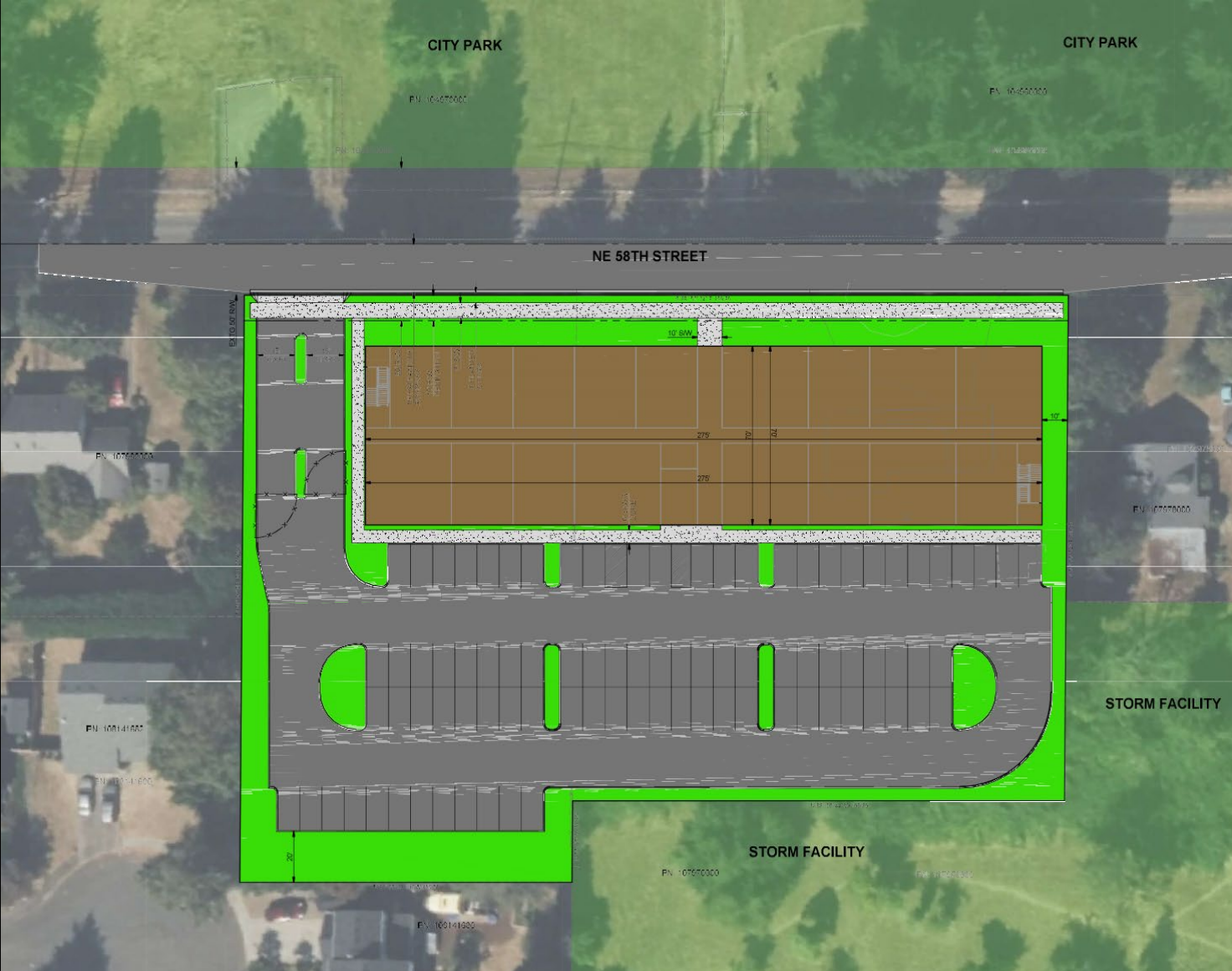
58th Street Zone Change – Regional Zoning



2025 Zone Changes- 58th Street Rezone

- Recommended against 4-3 by Planning Commission, based on concerns on scale of likely development
- Applicant indicates R-35 acceptable second choice
- Medium Scale Neighborhood envisioned in DEIS





58th Street Rezone– Conceptual Site Plan

- 77-unit, 5 story market rate apartment development envisioned if R-50 approved.
 - 33 units, 3 stories potential under R-22.
- No sidewalk currently at site and abutting properties. To be provided at Shaffer park through improvements in 2026, and at rezone site through required frontage improvements at time of development



Return to Council for questions, applicant and public testimony, and deliberations



bryan.snodgrass@cityofvancouver.us

360-487-7946



ATTACHMENT A- ORDINANCE A FOR 58th STREET ZONING MAP CHANGE

08/04/25

08/11/25

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver; amending the zoning map designation from R-22 to R-50 at a 1.6 acre property at 7711 and 7809 NE 58th Street, tax lots 107971000 and 107982000; providing for severability; and establishing an effective date.

WHEREAS, pursuant to the Growth Management Act the City Council has adopted a Comprehensive Plan for the City of Vancouver (Ordinance M-3994), and Title 20 zoning standards (last amended through Ordinance M-4034); and

WHEREAS, pursuant to VMC 20.285.020(2) and VMC 20.285.030(1), two proposed standalone zoning map amendments not requiring Comprehensive Plan changes were submitted by property owners, and reviewed by the Vancouver Planning Commission at a duly advertised work session on April 8, 2025, and a duly advertised public hearing on May 13, 2025, and at that hearing voted 4-3 to recommend denial of the zoning map amendment described herein for adoption to the City Council; and

WHEREAS, the City Council conducted a duly advertised workshop discussion on June 16, 2025, and a duly advertised first reading of the proposed ordinance and public hearing on August 4 and August 11, 2025, following which the Council disagrees with the Planning Commission recommendation, and finds that the proposed rezone is consistent with applicable VMC 20.285.060 criteria as found in the staff report for the May 13, 2025 Planning Commission public hearing and discussed at the August 11, 2025 City Council public hearing deliberations; and

WHEREAS, the cumulative environmental impacts of the proposed 2025 zoning map changes have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. A Determinations of Non-significance (DNS) was issued on April 28, 2025 for the proposed map changes; and

WHEREAS, the City Council finds and concludes that the proposed changes are consistent with the policies and provisions of the Comprehensive Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The findings and conclusions as set forth in the staff report for the May 13, 2025 Planning Commission public hearing, and City Council discussions at the August 11, 2025 public hearing, are hereby adopted as the City Council's findings of fact; and

Section 2. Zoning Code Map Amendment. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change properties at 7711 and 7809 NE 58th Street, tax lots 107971000 and 107982000, from R-22 to R-50; and

Section 3. 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 4. Effective Date. This ordinance shall go into effect 30 days after adoption.

Section 5. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

SIGNED this _____ day of _____, 2025

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, Chief Financial Officer

Approved as to form:

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver; amending the zoning map designation from R-22 to R-50 at a 1.6 acre property at 7711 and 7809 NE 58th Street, tax lots 107971000 and 107982000; providing for severability; and establishing 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](#).

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

From: CHARLES BRASHER <brasherlavis@comcast.net>
Sent: Tuesday, May 13, 2025 2:12 PM
To: Snodgrass, Bryan <bryan.snodgrass@cityofvancouver.us>; Planning Commission <planningcommission@cityofvancouver.us>
Subject: Fwd: Proposed zoning change at two lots on NE 58th street - Written Testimony

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

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

> ----- Original Message -----

> From: Charles Brasher <brasherlavis@comcast.net>
> To: bryan.snodgrass@cityofvancouver.us, planningcommission@cityofvancouver.us
> Cc: Anastasiya Kozlovskyy <anak27@uw.edu>
> Date: 05/11/2025 12:16 PM PDT
> Subject: Proposed zoning change at two lots on NE 58th street - Written Testimony

>

>

> Sent from my iPad

> Above are pictures of the beautiful old trees that would be removed for the proposed development of the 1.6 acre site. My wife and I bought our house at 7709 NE 57th Circle in 1997 in the Robins Glen Development. At the time neither 58th street nor Thurston way went all the way through as they do now. Over the years we have seen many developments in the area. For the most part they have been well thought out and made sense for the area. Even the smaller homes on smaller lot sizes make sense because of the current housing concerns. But this new zoning change from R-22 to R-50 makes no sense at all and we are strongly against it. It will totally change the nature of our area and not for the better.

>

> Even though we live in the city and close to the mall, the area still has a nice mix of properties that make it a good neighborhood to live in. The zoning change is totally uncalled for, R-22 is fine for the 1.6 acre site (2 lots). The new Schaffer park sits right across the street from it and a Water Quality Storage and Treatment facility directly behind it. The proposed 77 unit apartment building will totally overload the small property it is located on: not enough parking on property site, 58th street is a narrow street designated for kids and school buses and the increased traffic poses a danger for them, water quality control and treatment facility will be greatly impacted by not only a large amount additional storm water from the large 77 unit apartment building but also by a additional large number of people using it as dog walking park directly behind the property, and the removal of the beautiful old trees pictured above in a designated "Tree City".

>

> Charles Brasher & Betty Lavis

> 7709 NE 57th Circle

> Vancouver 98662

> (360) 601 3271







AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver; amending the zoning map designation from R-18 to R-30 at a 6.2 acre property at 13401 and 13309 NE 59th Street, tax lots 107812000 & 107814000; providing for severability; and establishing an effective date.

Staff Report: 166-25

To: Mayor and City Council
From: City Manager
Date: August 4, 2025

Subject

2025 Site Specific Rezone - Bella Grove

Key Points

- Two Site Specific rezone applications have been submitted by property owners prior to the update of the Comprehensive Plan and zoning code anticipated in late 2025 or early 2026.
- The Bella Grove Zoning Amendment in the North Image Neighborhood is from R-18 to R-30.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn and play

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

Present Situation

The Bella Grove Zoning Amendment would change a 6.2-acre site at 13401 and 13309 NE 59th Street, tax lots 107812000 & 107814000, from R-18 to R-30. A conceptual site plan envisions likely future development of up to 164 market-rate garden apartments, approximately 62 more units than can be developed under the current zone. The Planning Commission unanimously recommended approval of the rezone with no public hearing testimony offered.

Currently, the site contains single-family homes and outbuildings at the northern portion of the property. To the north of the proposal site across NE 59th Street is a mobile home park zoned R-9. East are three-story duplexes zoned R-18. South is the Image Elementary School campus zoned R-9. West is a mobile home park zoned R-18.

Advantage(s)

The proposed Bella Grove rezone to R-30 would allow more and denser-needed housing units to address housing shortages in the area and citywide, on a site already zoned for multi-family development.

Challenge(s)

The rezone, if approved, will enable additional residential development and service demands over time, but the additional development will also generate additional impact fees.

Budget Impact

No significant direct implications anticipated.

Prior Council Review

June 16, 2025 - Workshop

Action Requested

On Monday, August 4, 2025, advance for consideration of the ordinance approving the Bella Grove rezone to R-30, setting the date for the second reading and public hearing for August 11, 2025.

Staff Contact

Bryan Snodgrass, Principal Planner, bryan.snodgrass@cityofvancouver.us

Attachments:

1. Presentation
2. Ordinance



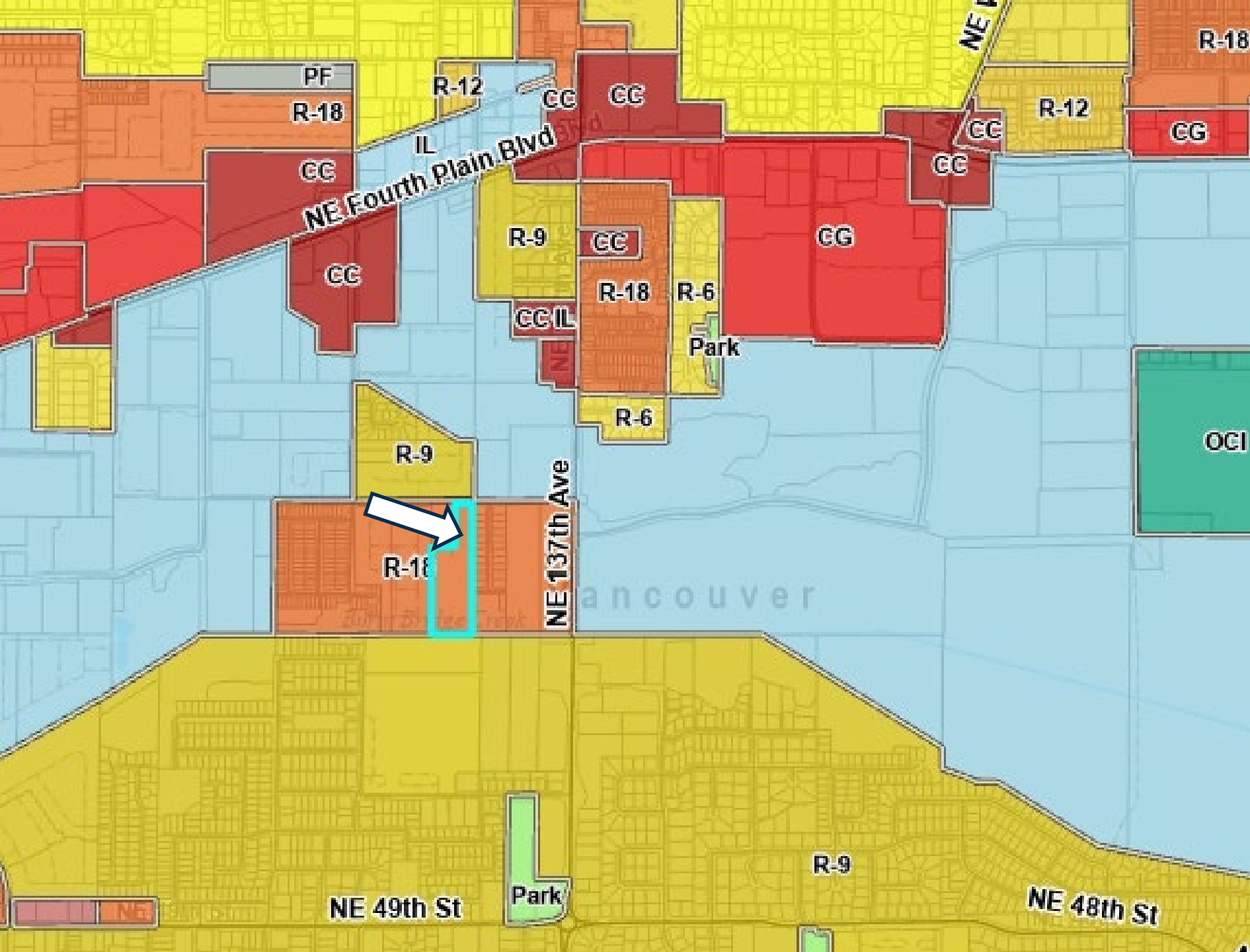
CITY OF
Vancouver
WASHINGTON

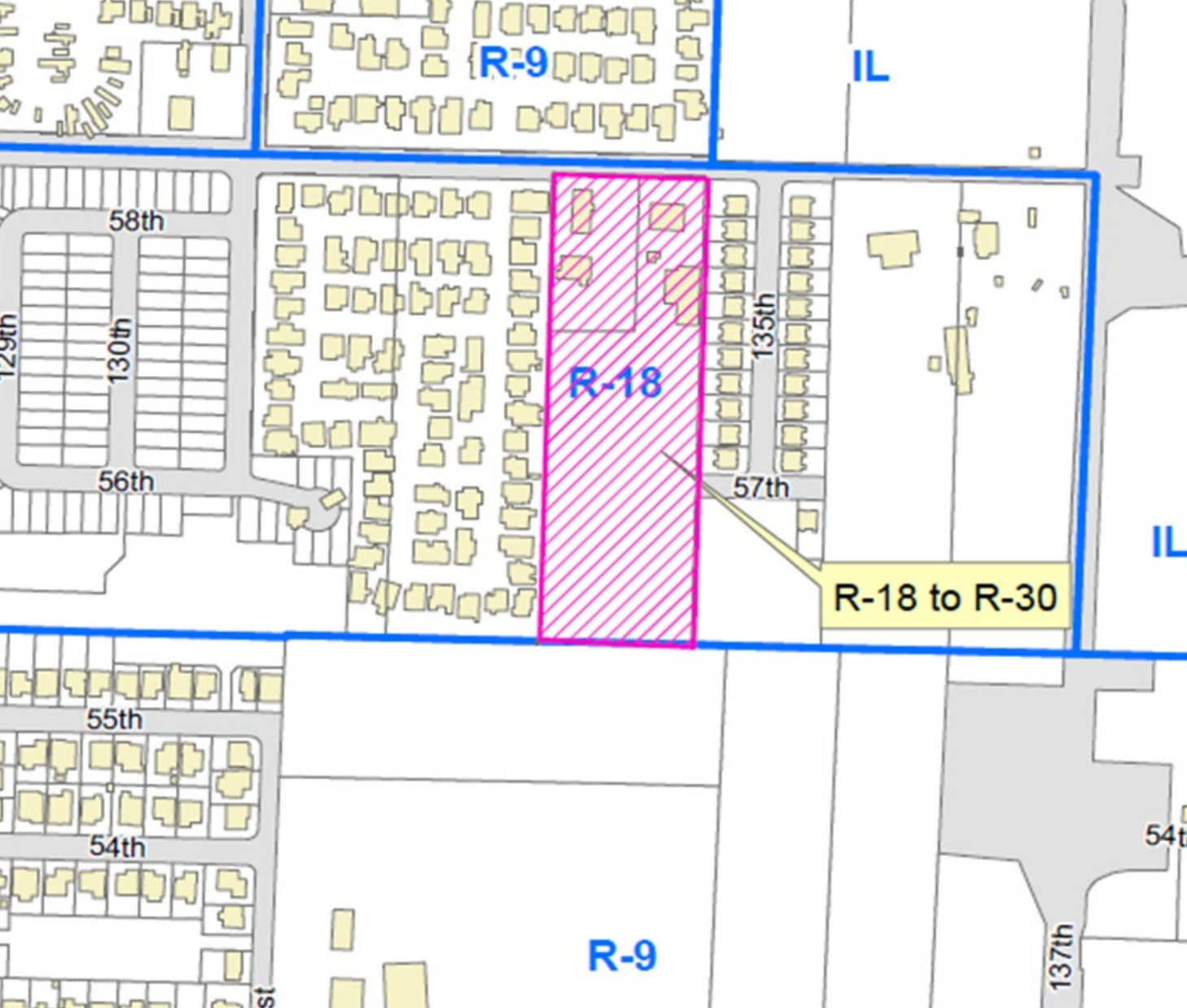
2025 zoning amendment in advance of Comprehensive Plan update – Bella Grove, R-18 to R- 30 City Council Public Hearing

Bryan Snodgrass, Principal Planner, City of Vancouver Community Development
Department, Comprehensive Planning Division

August 11, 2025

Bella Grove Zone Change – Regional Zoning





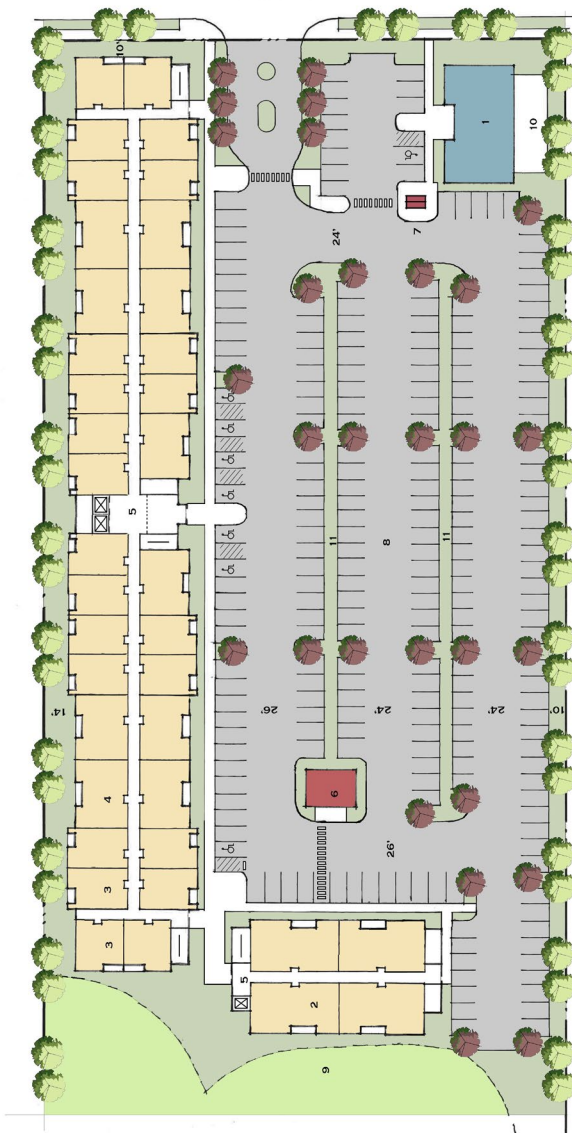
Bella Grove Zone Change – R-18 to R- 30 east of 59th Street and 135th Avenue

- Mobile home parks north and west of site, duplexes to the east, Image Elementary campus to the south
- Site identified as Medium Scale Neighborhood designation in Possibility A and B for update
- Burnt Bridge Creek at bottom of site. Extensive hydric soils and modeled wetlands throughout.



Bella Grove Zone Change – Conceptual Site Plan

- Previous approval for 102 garden units on northern 2/3 of site under current R-18 zone
- If R-30 approved, application envisioned for 164-unit market rate apartments as shown



Return to Council for questions, applicant and public testimony, and deliberations



bryan.snodgrass@cityofvancouver.us

360-487-7946



ATTACHMENT A- ORDINANCE A FOR BELLA GROVE ZONING MAP CHANGE

08/04/25

08/11/25

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver; amending the zoning map designation from R-18 to R-30 at a 6.2 acre property at 13401 and 13309 NE 59th Street, tax lots 107812000 & 107814000; providing for severability; and establishing an effective date.

WHEREAS, pursuant to the Growth Management Act the City Council has adopted a Comprehensive Plan for the City of Vancouver (Ordinance M-3994), and Title 20 zoning standards (last amended through Ordinance M-4034); and

WHEREAS, pursuant to VMC 20.285.020(2) and VMC 20.285.030(1), two proposed standalone zoning map amendments not requiring Comprehensive Plan changes were submitted by property owners, and reviewed by the Vancouver Planning Commission at a duly advertised work session on April 8, 2025, and a duly advertised public hearing on May 13, 2025, and at that hearing voted unanimously to recommend approval of the zoning map amendment described herein for adoption to the City Council; and

WHEREAS, the City Council conducted a duly advertised workshop discussion on June 16, 2025, and a duly advertised first reading of the proposed ordinance and public hearing on August 4 and August 11, 2025, following which the Council agrees with the Planning Commission recommendation; and

WHEREAS, the cumulative environmental impacts of the proposed 2025 zoning map changes have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. A Determinations of Non-significance (DNS) was issued on April

28, 2025 for the proposed map changes; and

WHEREAS, the City Council finds and concludes that the proposed changes are consistent with the policies and provisions of the Comprehensive Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the May 13, 2025 public hearing, and Commission discussions at those hearings, are hereby adopted as the City Council's findings of fact; and

Section 2. Zoning Code Map Amendment. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change properties at 13401 and 13309 NE 59th Street, tax lots 107812000 & 107814000, from R-18 to R-30; and

Section 3. 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 4. Effective Date. This ordinance shall go into effect 30 days after adoption.

Section 5. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

SIGNED this _____ day of _____, 2025

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, Chief Financial Officer

Approved as to form:

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver; amending the zoning map designation from R-18 to R-30 at a 6.2 acre property at 13401 and 13309 NE 59th Street, tax lots 107812000 & 107814000; providing for severability; and establishing 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](#).

To: Mayor and City Council

From:

Date: August 4, 2025

Subject

Boards and Commissions Member Removal – Transportation and Mobility Commission (VMC 11.75.020(B)(4))

Present Situation

The Bylaws of the Transportation and Mobility Commission (TMC), adopted pursuant to VMC 11.75.040(D), the following expectations of behavior and conduct for commissioner members:

ARTICLE III – SCOPE OF AUTHORITY Section 1. Scope of Authority: The purpose of the Transportation and Mobility Commission is to advise the City Council. No member of the commission is authorized to speak for the Transportation and Mobility Commission unless the commission has expressly authorized the member's communication. An individual member is free to voice a position, oral or written, on any issue after making it clear that the member is not speaking as a representative of the City or as a member of the Transportation and Mobility Commission.

ARTICLE IV Section 5. Removal from Office: Members of the commission may be removed at any time by the mayor, upon approval of a majority of the City Council, for neglect of duty, conflict of interest, unexcused absence of three consecutive regular commission meetings, or for any reason deemed sufficient by the majority of Council. The decision of the Council shall be final and there shall be no appeal.

The member in question has repeatedly engaged in unauthorized communications purporting to represent the Commission, even after the conduct was identified to and acknowledged by the member as inappropriate through a meeting with representatives of the City. The member cites the position title of "commissioner" in a manner as to intimidate members of the community and imply power not conferred by the position or title, asserts governing authority that does not belong to the position, and has contacted a State agency and a Tribal nation for matters unrelated to the City while presenting his status as a "City Commissioner." This conduct violates the TMC Bylaws and exceeds the scope of authority and responsibilities delegated to the Commission and its members under VMC 11.75.030(A) and VMC 11.75.030(E).

Action Requested

On Monday, Monday, August 4, 2025, Pursuant to VMC 11.75.020(B)(4) and the TMC Bylaws, remove Michael Moore from membership on the Transportation and Mobility Commission effective August 4, 2025.

Mayor McEnerny-Ogle

To: Mayor and City Council
From: City Manager
Date: August 4, 2025

Subject

Approval of Claim Vouchers

Key Points

- *(Provide text to describe what approval of this item would do / what would the project do. This should give the who/what/why and provide quick talking points for others reading it. Keep to 5 bullet points or less.)*

Strategic Plan Alignment

(Select Strategic Plan Alignment from available Text Snippets in editing menu for this section.)

Present Situation

(Description of the item with any background information, community outreach details, importance of the item approval, and other information pertinent to Council review)

Advantage(s)

1. *(any opportunities for the community, including equity, stewardship, climate and resilience, and community safety)*

Challenge(s)

1. *(any challenges for the community, including equity, stewardship, climate and resilience, and community safety)*

Budget Impact

(please note any impacts to the budget or note that there is no budget impact)

Prior Council Review

(List any prior review from Council, including memos, communications, workshops and other reviews by Council)

Action Requested

Approve claim vouchers for August 4, 2025.

Staff Contact

,

Attachments:

1. August 4, 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:

\$ 30,847,031.01 this 4th day of August 2025.

MAYOR

Cyndi A. Turner
Digitally signed by Cyndi A. Turner
Date: 2025.07.28 15:54:59 -07'00'

AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
July 07, 2025 - July 27, 2025	Accounts Payable Checks (see attached)	\$ 21,749,957.04
July 07, 2025 - July 27, 2025	Hansen City Payments (see attached)	\$ 30,909.93
July 07, 2025 - July 27, 2025	Visa Refunds (see attached)	\$ 7,927.75
July 07, 2025 - July 27, 2025	Payroll Checks (see attached)	\$ 9,058,236.29
TOTAL		\$ 30,847,031.01

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>
Customer Refund	Check	26185	7/9/2025	44.26	ELDEN FERRIS	Refund for remainder of last month's rent from deposit paid.
Ad Hoc Payment	Check	26186	7/9/2025	46.38	Baker,Luke or Emily	5700 NE 82ND AVE .VANCOUVER,WA,98662
Ad Hoc Payment	Check	26187	7/9/2025	91.38	Blanford,Stacey	4610 NE 149TH AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26188	7/9/2025	44.06	Coleman,Lynnette	10400 NE 82ND AVE .VANCOUVER,WA,98662
Ad Hoc Payment	Check	26189	7/9/2025	47.47	Cook,Rachael	5264 NE 121ST AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26190	7/9/2025	80.82	Corrigan,Harold F	8203 NE 27TH ST .VANCOUVER,WA,98662
Ad Hoc Payment	Check	26191	7/9/2025	252.82	Dickson,Natalie	5605 NE 65TH CT .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26192	7/9/2025	146.00	Douglas NW Properties LLC	7813 NE LOOWIT LOOP .VANCOUVER,WA,98662
Ad Hoc Payment	Check	26193	7/9/2025	196.59	Earhart,Vernon	4319 NE 42ND ST .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26194	7/9/2025	52.70	Emily or Tanner Shephard	1615 SE 191ST PL .VANCOUVER,WA,98683
Ad Hoc Payment	Check	26195	7/9/2025	328.04	Estate of Bonnie Schulz	12916 NE 38TH ST .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26196	7/9/2025	49.62	Estate of James Dobler	17317 NE 5TH ST .VANCOUVER,WA,98684
Ad Hoc Payment	Check	26197	7/9/2025	75.40	Estate of Maxine Sullivan or Estate Ted Peters	608 ASH ST .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26198	7/9/2025	36.39	Estate of Timothy Lagoy	12202 NE 3RD ST .VANCOUVER,WA,98684
Ad Hoc Payment	Check	26199	7/9/2025	183.26	Fitzgerald,James or Christine	3709 NE 159TH AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26200	7/9/2025	161.70	Ford,Sara or Jason	8308 NE 163RD AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26201	7/9/2025	175.16	Geller,Erica	14806 NE 77TH ST .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26202	7/9/2025	344.62	Griffith,Patricia	7801 NE 27TH ST .VANCOUVER,WA,98662
Ad Hoc Payment	Check	26203	7/9/2025	147.98	Hayer,Maheep	9202 NE 142ND AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26204	7/9/2025	130.00	Humphrey,Jerry	819 SE OLYMPIA DR .VANCOUVER,WA,98683
Ad Hoc Payment	Check	26205	7/9/2025	45.09	Iturp Realestates LLC	8205 NE 88TH CIR .VANCOUVER,WA,98662
Ad Hoc Payment	Check	26206	7/9/2025	130.40	Jensen,Erin	2407 NE 95TH CT .VANCOUVER,WA,98662
Ad Hoc Payment	Check	26207	7/9/2025	218.59	JH Kelly Llc	HYDRANT AVE .VANCOUVER,WA,98664
Ad Hoc Payment	Check	26208	7/9/2025	34.07	Joseph Knepper or Carrie Taylor	16512 NE 32ND ST .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26209	7/9/2025	26.39	Kiran Nag Rama Rao or Savitha Kiran Nag	19005 SE 19TH WAY .VANCOUVER,WA,98683
Ad Hoc Payment	Check	26210	7/9/2025	71.62	Kondos,Sandra	16006 SE 29TH ST .VANCOUVER,WA,98683
Ad Hoc Payment	Check	26211	7/9/2025	46.52	Kyneth Crouse or Tracy Beck	8329 NE 16TH ST .VANCOUVER,WA,98664
Ad Hoc Payment	Check	26212	7/9/2025	97.97	Lucero IV,Lawrence J	14720 NE 39TH ST .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26213	7/9/2025	250.04	Matthew Doiron or Jordan McGravey	8817 NE 16TH WAY .VANCOUVER,WA,98664
Ad Hoc Payment	Check	26214	7/9/2025	39.38	Matthew Nardella or Hannah Smith	10714 NE 86TH CIR .VANCOUVER,WA,98662
Ad Hoc Payment	Check	26215	7/9/2025	21.58	McAulay,Jan	17512 SE 16TH CIR .VANCOUVER,WA,98683
Ad Hoc Payment	Check	26216	7/9/2025	65.63	McClung,John	8012 NE 127TH AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26217	7/9/2025	47.19	Mcclure,Lynn	3210 SE BALBOA DR .VANCOUVER,WA,98683
Ad Hoc Payment	Check	26218	7/9/2025	74.62	McCustion,James or Nancy	13009 NE 76TH ST .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26219	7/9/2025	211.82	Mcilwain,Melanie	1010 SE 140TH CT .VANCOUVER,WA,98683
Ad Hoc Payment	Check	26220	7/9/2025	189.69	McKibbin,Linda	12713 SE PARK ST .VANCOUVER,WA,98683

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	26221	7/9/2025	203.24	MKB Homes Inc	12401 NE 42ND ST VANCOUVER,WA,98682
Ad Hoc Payment	Check	26222	7/9/2025	886.43	Monahan,Linda	8713 NE MOUNTVIEW ST VANCOUVER,WA,98664
Ad Hoc Payment	Check	26223	7/9/2025	131.94	Nucompass Mobility Services Inc	18001 SE 43RD WAY VANCOUVER,WA,98683
Ad Hoc Payment	Check	26224	7/9/2025	231.72	NW Quality Flooring LLC or Russ Tile Work LLC	15807 SE 2ND ST VANCOUVER,WA,98684
Ad Hoc Payment	Check	26225	7/9/2025	99.82	Opendoor Property Trust I	7520 MICHIGAN ST VANCOUVER,WA,98664
Ad Hoc Payment	Check	26226	7/9/2025	316.43	Rodgers,Geoff	2001 NE 178TH AVE VANCOUVER,WA,98684
Ad Hoc Payment	Check	26227	7/9/2025	37.57	Rodgers,Geoff or Jenae	2001 NE 178TH AVE VANCOUVER,WA,98684
Ad Hoc Payment	Check	26228	7/9/2025	121.80	Schleif,Mindy M	2115 NE 163RD AVE VANCOUVER,WA,98684
Ad Hoc Payment	Check	26229	7/9/2025	34.60	Soares,Linda	15801 NE 70TH ST VANCOUVER,WA,98682
Ad Hoc Payment	Check	26230	7/9/2025	173.00	Spencer or Alena Reese	14406 NE PIPER RD VANCOUVER,WA,98684
Ad Hoc Payment	Check	26231	7/9/2025	112.92	The Estate of Patricio Sevier	4803 NE 155TH AVE VANCOUVER,WA,98682
Ad Hoc Payment	Check	26232	7/9/2025	36.17	The Heikkinen Living Trust	4002 NE 41ST ST VANCOUVER,WA,98661
Ad Hoc Payment	Check	26233	7/9/2025	666.75	Vannostern,Donald	5515 NE 46TH AVE VANCOUVER,WA,98661
Ad Hoc Payment	Check	26234	7/9/2025	84.28	Vaughan,Nicole or Austin	16713 NE 91ST ST VANCOUVER,WA,98682
Ad Hoc Payment	Check	26235	7/9/2025	93.88	Walker,Renada	14107 NE 39TH ST VANCOUVER,WA,98682
Ad Hoc Payment	Check	26236	7/9/2025	156.52	Wells,Jordan	8607 NE 130TH AVE VANCOUVER,WA,98682
Ad Hoc Payment	Check	26237	7/9/2025	10.00	Wilder,George	608 ASH ST VANCOUVER,WA,98661
Ad Hoc Payment	Check	26238	7/9/2025	162.00	Wilson,Dwayne	14807 NE 32ND CIR VANCOUVER,WA,98682
Ad Hoc Payment	Check	26239	7/9/2025	440.00	Wolfe,James or Susan	10301 NE 20TH CIR VANCOUVER,WA,98664
Ad Hoc Payment	Check	26240	7/9/2025	40.67	Zegan,Thomas or Robin	3214 NE 148TH PL VANCOUVER,WA,98682
Miscellaneous Payment	Check	26241	7/9/2025	100.00	Burton Evergreen Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	26242	7/9/2025	120.00	Cascade Highlands Neighborhood Association	2025 RecycleU
Miscellaneous Payment	Check	26243	7/9/2025	500.00	Central Catholic High School	Damage deposit refund
Miscellaneous Payment	Check	26244	7/9/2025	500.00	Christina Keys c/o SW Jamboree	Damage Deposit Refund
Miscellaneous Payment	Check	26245	7/9/2025	100.00	Cimarron Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	26246	7/9/2025	100.00	Countryside Woods Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	26247	7/9/2025	100.00	First Place Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	26248	7/9/2025	100.00	Forest Ridge Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	26249	7/9/2025	500.00	Friends of Lincoln	Damage Deposit Refund
Miscellaneous Payment	Check	26250	7/9/2025	4,862.68	John Jacobson	Claim Payment - DOI: 02/13/2025 - RISK
Miscellaneous Payment	Check	26251	7/9/2025	51.43	Latricia Brand	OEI Program Director Travel Reimbursement- BBrand
Miscellaneous Payment	Check	26252	7/9/2025	100.00	Mountain View Neighborhood Association	2024 Resource Conservation Challenge
Miscellaneous Payment	Check	26253	7/9/2025	100.00	Northwest Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	26254	7/9/2025	100.00	Northwood Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	26255	7/9/2025	500.00	SHS SR Parents	Damage Deposit Refund
Miscellaneous Payment	Check	26256	7/9/2025	94.00	Treat	Refund payment to INV #77075679. Invoice was created in error.

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Miscellaneous Payment	Check	26257	7/9/2025	6,000.00	Zoe Levanen	Claim Payment - DOI: 12/06/2024 - RISK
Supplier Payment	Check	26258	7/9/2025	76,204.34	Ace Parking Management Inc	
Supplier Payment	Check	26259	7/9/2025	42.00	Airgas, Inc	
Supplier Payment	Check	26260	7/9/2025	300.00	Aleksander Villezcas	
Supplier Payment	Check	26261	7/9/2025	2,190.40	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	26262	7/9/2025	798.00	Allegheny Answering Services	
Supplier Payment	Check	26263	7/9/2025	300.00	Allyson Lee	
Supplier Payment	Check	26264	7/9/2025	1,858.00	Annegret Woldrich	
Supplier Payment	Check	26265	7/9/2025	27,002.00	Arborscape Ltd Inc	
Supplier Payment	Check	26266	7/9/2025	600.73	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	26267	7/9/2025	450.00	Cesar Marin	
Supplier Payment	Check	26268	7/9/2025	16,484.12	CFM Strategic Communications, Inc.	
Supplier Payment	Check	26269	7/9/2025	323.14	Chappelles Towing LLC	
Supplier Payment	Check	26270	7/9/2025	343.68	Christenson Electric, Inc.	
Supplier Payment	Check	26271	7/9/2025	206.97	Cintas	
Supplier Payment	Check	26272	7/9/2025	6,378.00	City Bark & Recycling LLC	
Supplier Payment	Check	26273	7/9/2025	50.00	Clark County Genealogical Society	
Supplier Payment	Check	26274	7/9/2025	25,508.50	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	26275	7/9/2025	117,462.24	Clary Longview LLC	
Supplier Payment	Check	26276	7/9/2025	24,678.68	Columbia Resource Company	
Supplier Payment	Check	26277	7/9/2025	450.00	Coralia Chavez	
Supplier Payment	Check	26278	7/9/2025	545.00	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	26279	7/9/2025	450.00	Daniela Palafox	
Supplier Payment	Check	26280	7/9/2025	629.95	Datec Inc	
Supplier Payment	Check	26281	7/9/2025	276.10	Dex Media West	
Supplier Payment	Check	26282	7/9/2025	600.00	Evan Stubbs	
Supplier Payment	Check	26283	7/9/2025	1,414.99	Fenton Transcription, LLC	
Supplier Payment	Check	26284	7/9/2025	4,687.65	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	26285	7/9/2025	10,395.00	GBD Architects	
Supplier Payment	Check	26286	7/9/2025	892.50	Gunderson Services LLC	
Supplier Payment	Check	26287	7/9/2025	3,702.74	Hawks Ridge Assisted Living	
Supplier Payment	Check	26288	7/9/2025	450.00	Hector Varela - Betancourt	
Supplier Payment	Check	26289	7/9/2025	1,263.57	HMI Oregon	
Supplier Payment	Check	26290	7/9/2025	125.77	Howmedica Osteonics Corp	
Supplier Payment	Check	26291	7/9/2025	3,980.06	Inventus Media LLC	
Supplier Payment	Check	26292	7/9/2025	19,974.73	Janus Youth Programs Inc	
Supplier Payment	Check	26293	7/9/2025	7,181.08	L.N. Curtis & Sons	
Supplier Payment	Check	26294	7/9/2025	847.66	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	26295	7/9/2025	4,407.11	Lakeyland Inc	
Supplier Payment	Check	26296	7/9/2025	1,466.05	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	26297	7/9/2025	24,690.40	LSW Architects PC	
Supplier Payment	Check	26298	7/9/2025	8,419.18	Mallory Safety & Supply LLC	
Supplier Payment	Check	26299	7/9/2025	300.00	Maria Nikonova	
Supplier Payment	Check	26300	7/9/2025	369.92	Mark IV Enterprises Inc	
Supplier Payment	Check	26301	7/9/2025	7,532.00	Moore Iacofano Goltsman, Inc	
Supplier Payment	Check	26302	7/9/2025	2,789.58	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	26303	7/9/2025	2,486.25	Nancy Pionk Coaching and Consulting, LLC	
Supplier Payment	Check	26304	7/9/2025	1,798.29	One Call Concepts Inc	
Supplier Payment	Check	26305	7/9/2025	101,277.57	Origami Risk LLC - Remit-To: Origami Risk LLC	
Supplier Payment	Check	26306	7/9/2025	6,487.63	Performance Systems Integration, LLC - Remit-To: Performance Systems Integration, LLC	
Supplier Payment	Check	26307	7/9/2025	21,268.87	PPC Solutions Inc	
Supplier Payment	Check	26308	7/9/2025	14.01	Qwest Corporation - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	26309	7/9/2025	8,682.91	Ready Rebound, Inc.	
Supplier Payment	Check	26310	7/9/2025	6,387.02	River City Environmental	
Supplier Payment	Check	26311	7/9/2025	450.00	Roselin Sanchez Rivera	
Supplier Payment	Check	26312	7/9/2025	150.00	Sheila Davis	
Supplier Payment	Check	26313	7/9/2025	4,302.54	Shrums Pest Control	
Supplier Payment	Check	26314	7/9/2025	1,273.00	SiteCrafting Inc	
Supplier Payment	Check	26315	7/9/2025	91,232.82	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	26316	7/9/2025	713.19	Soha Sign	
Supplier Payment	Check	26317	7/9/2025	3.82	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	26318	7/9/2025	301.20	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	26319	7/9/2025	1,101.57	State of Washington Department of Transportation - Remit-To: WADOT - 11018 NE 51st Cir.	
Supplier Payment	Check	26320	7/9/2025	7,347.29	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	26321	7/9/2025	939.00	State of Washington State Patrol	
Supplier Payment	Check	26322	7/9/2025	7.34	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	26323	7/9/2025	65.75	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	26324	7/9/2025	7,064.37	The Columbian Publishing Co	
Supplier Payment	Check	26325	7/9/2025	6,459.15	The Pape Group Inc - Remit-To: Pape - Ditch Witch	
Supplier Payment	Check	26326	7/9/2025	380.80	Towing & Recovery Services Inc	
Supplier Payment	Check	26327	7/9/2025	4,000.00	Triangle Resources Inc	
Supplier Payment	Check	26328	7/9/2025	95.20	Triple J Enterprises	
Supplier Payment	Check	26329	7/9/2025	135.76	UKG Kronos Systems LLC - Remit-To: Atlanta	
Supplier Payment	Check	26330	7/9/2025	4,384.45	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	26331	7/9/2025	104.34	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	26332	7/9/2025	81.60	W.B. Sprague Co. Inc.	
Supplier Payment	Check	26333	7/9/2025	2,193.52	Walter E Nelson Company	
Supplier Payment	Check	26334	7/9/2025	8,011.90	Wex Bank	
Supplier Payment	Check	26335	7/9/2025	963.20	WVP of Washington PC	
Supplier Payment	Check	26336	7/9/2025	1,083.69	Yakima County	
Supplier Payment	Check	26337	7/9/2025	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	26338	7/10/2025	5,718.75	Aflac	
Supplier Payment	Check	26339	7/10/2025	6,183.59	AFSCME Local #307	
Supplier Payment	Check	26340	7/10/2025	334.00	California State Disbursement Unit	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	26341	7/10/2025	1,033.50	Chapter 13 - Trustee	
Supplier Payment	Check	26342	7/10/2025	491.00	Hawaii SDU	
Supplier Payment	Check	26343	7/10/2025	780.65	IAM Local #1374	
Supplier Payment	Check	26344	7/10/2025	8,762.59	Life Insurance Company of North America	
Supplier Payment	Check	26345	7/10/2025	1,300.00	MFS Service Center Inc	
Supplier Payment	Check	26346	7/10/2025	400.00	OPEIU Local #11	
Supplier Payment	Check	26347	7/10/2025	4,820.89	OPEIU Local #11	
Supplier Payment	Check	26348	7/10/2025	888.00	Teamsters Local #58	
Supplier Payment	Check	26349	7/10/2025	332.50	UA Local #290	
Supplier Payment	Check	26350	7/10/2025	3,237.60	Western Conference of Teamsters	
Supplier Payment	Check	26351	7/10/2025	1,472.46	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	26352	7/16/2025	1,144.00	Al Angelo Co	210 E 13TH ST VANCOUVER,WA,98660
Ad Hoc Payment	Check	26353	7/16/2025	19.99	Bina,Rodney or Margo	7105 MISSISSIPPI DR VANCOUVER,WA,98664
Ad Hoc Payment	Check	26354	7/16/2025	98.54	Braden W or Amy C Hurt	3508 NE 61ST WAY VANCOUVER,WA,98661
Ad Hoc Payment	Check	26355	7/16/2025	111.81	Brennon Scott Mcguinness or Mikayla Keiffer	10502 NE 88TH ST VANCOUVER,WA,98662
Ad Hoc Payment	Check	26356	7/16/2025	187.31	Brown,Patrick or Eileen	17100 NE 11TH ST VANCOUVER,WA,98684
Ad Hoc Payment	Check	26357	7/16/2025	178.74	Christie Yung or Alba Thomas	9108 NE 54TH ST VANCOUVER,WA,98662
Ad Hoc Payment	Check	26358	7/16/2025	48.39	Courtney Silba or Jaswinder Singh	9414 NE 166TH AVE VANCOUVER,WA,98682
Ad Hoc Payment	Check	26359	7/16/2025	79.40	Dawson,Christina	6007 NE 54TH ST VANCOUVER,WA,98661
Ad Hoc Payment	Check	26360	7/16/2025	68.35	DMK Homes Inc	2512 NW 68TH ST VANCOUVER,WA,98665
Ad Hoc Payment	Check	26361	7/16/2025	273.41	Estate of Thomas Fee	1221 NE 95TH AVE VANCOUVER,WA,98664
Ad Hoc Payment	Check	26362	7/16/2025	115.82	Invest West Management	2415 NE 114TH CT VANCOUVER,WA,98684
Ad Hoc Payment	Check	26363	7/16/2025	424.38	Javanbakht,Heidi or Amir	2809 E 27TH ST VANCOUVER,WA,98661
Ad Hoc Payment	Check	26364	7/16/2025	267.90	Mynd Management Inc	8914 NE 132ND AVE VANCOUVER,WA,98682
Ad Hoc Payment	Check	26365	7/16/2025	150.02	SevenTen-NW LLC	11523 NE 32ND ST VANCOUVER,WA,98682
Ad Hoc Payment	Check	26366	7/16/2025	8.89	Tumelty,Charles or Julie	1308 SE 193RD PL CAMAS,WA,98607
Supplier Payment	Check	26367	7/16/2025	22,220.07	Ace Parking Management Inc	
Supplier Payment	Check	26368	7/16/2025	28.00	Airgas, Inc	
Supplier Payment	Check	26369	7/16/2025	1,110.76	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	26370	7/16/2025	4,340.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	26371	7/16/2025	6,797.70	Arborscape Ltd Inc	
Supplier Payment	Check	26372	7/16/2025	4,050.00	Ashley Lichtle	
Supplier Payment	Check	26373	7/16/2025	245.00	AT & T Mobility National Accounts LLC - Remit-To: Legal Demand Center for Law Enforcement	
Supplier Payment	Check	26374	7/16/2025	11,101.39	Brown & Wilson Partnership LLC	
Supplier Payment	Check	26375	7/16/2025	150.00	Cellco Partnership - Remit-To: Cellco - NJ	
Supplier Payment	Check	26376	7/16/2025	1,431.93	Chinook Restoration	
Supplier Payment	Check	26377	7/16/2025	1,814.36	Clark County Public Utility District No. 1	
Supplier Payment	Check	26378	7/16/2025	25,659.34	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	26379	7/16/2025	105.05	Clifford & Martin, Inc	
Supplier Payment	Check	26380	7/16/2025	6,432.42	Columbia Resource Company	

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INVOICE PAYMENTS REPORT

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Supplier Payment	Check	26381	7/16/2025	25,000.00	Columbia River Economic Development Council Inc	
Supplier Payment	Check	26382	7/16/2025	2,057.24	Day Management Corp - Remit-To: Day Wireless - Milwaukie	
Supplier Payment	Check	26383	7/16/2025	816.00	EMS Technology Solutions LLC	
Supplier Payment	Check	26384	7/16/2025	634.16	Epic Land Solutions, Inc.	
Supplier Payment	Check	26385	7/16/2025	7,250.00	Esix Sportswear	
Supplier Payment	Check	26386	7/16/2025	1,000.00	Everyday Maintenance and Custodial Services	
Supplier Payment	Check	26387	7/16/2025	300.00	Gabriela Gonzalez De Jesus	
Supplier Payment	Check	26388	7/16/2025	150.00	Gabriel Breeding	
Supplier Payment	Check	26389	7/16/2025	765.00	Gunderson Services LLC	
Supplier Payment	Check	26390	7/16/2025	16,746.13	H&H Wood Recyclers	
Supplier Payment	Check	26391	7/16/2025	130.72	Harold LeMay Enterprises	
Supplier Payment	Check	26392	7/16/2025	26,281.31	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	26393	7/16/2025	3,837.84	HMI Oregon	
Supplier Payment	Check	26394	7/16/2025	868.39	Howmedica Osteonics Corp	
Supplier Payment	Check	26395	7/16/2025	259.48	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	26396	7/16/2025	1,187.22	Kittelsohn & Associates Inc	
Supplier Payment	Check	26397	7/16/2025	7,450.00	Kristine Pointe Homeowners Association	
Supplier Payment	Check	26398	7/16/2025	1,482.31	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	26399	7/16/2025	210.13	L.N. Curtis & Sons	
Supplier Payment	Check	26400	7/16/2025	6,310.16	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	26401	7/16/2025	632.35	Lakeyland Inc	
Supplier Payment	Check	26402	7/16/2025	9,212.50	Minister & Glaeser Surveying Inc	
Supplier Payment	Check	26403	7/16/2025	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	26404	7/16/2025	5,358.34	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	26405	7/16/2025	14,399.00	Newco Inc.	
Supplier Payment	Check	26406	7/16/2025	125.00	North Clark Historical Museum	
Supplier Payment	Check	26407	7/16/2025	441.38	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	26408	7/16/2025	12,202.99	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	26409	7/16/2025	199,122.99	Performance Systems Integration, LLC - Remit-To: Performance Systems Integration, LLC	
Supplier Payment	Check	26410	7/16/2025	4,725.00	Portland Adventist Medical Center	
Supplier Payment	Check	26411	7/16/2025	754.02	Putt Putt to Go LLC	
Supplier Payment	Check	26412	7/16/2025	2,998.25	River City Environmental	
Supplier Payment	Check	26413	7/16/2025	500.00	Riveridge Neighborhood Association	
Supplier Payment	Check	26414	7/16/2025	4,751.26	SeaWestern Inc	
Supplier Payment	Check	26415	7/16/2025	12,451.97	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	26416	7/16/2025	2,014.51	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	26417	7/16/2025	25,692.21	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47339	
Supplier Payment	Check	26418	7/16/2025	1,000.00	Talx UCM Services Inc	

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Supplier Payment	Check	26419	7/16/2025	979.20	Towing & Recovery Services Inc	
Supplier Payment	Check	26420	7/16/2025	1,667.79	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	26421	7/16/2025	142.80	Triple J Enterprises	
Supplier Payment	Check	26422	7/16/2025	8,403.92	Vancouver School District #37	
Supplier Payment	Check	26423	7/16/2025	17,958.10	Vancouver Watersheds Council	
Supplier Payment	Check	26424	7/16/2025	2,099.95	Veritext LLC - Remit-To: Veritext LLC	
Supplier Payment	Check	26425	7/16/2025	104.34	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	26426	7/16/2025	897.60	W.B. Sprague Co. Inc.	
Supplier Payment	Check	26427	7/16/2025	2,200.00	Washington Arbitration and Mediation Service I, Inc	
Supplier Payment	Check	26428	7/16/2025	47,289.26	West Yost & Associates Inc.	
Supplier Payment	Check	26429	7/16/2025	1,856.25	Wigren Forensic, PLLC	
Supplier Payment	Check	26430	7/16/2025	3,797.50	Wolff Specialties LLC	
Supplier Payment	Check	26431	7/16/2025	1,144.23	WVP of Washington PC	
Customer Refund	Check	26432	7/16/2025	376.04	ANDREW CLEVELAND	Hangar deposit refund
Customer Refund	Check	26433	7/16/2025	351.04	FRANK LAMBERT	Hangar D-9 deposit refund
Customer Refund	Check	26434	7/16/2025	21,650.00	Vance Development LLC	MFTE application fee refund due to 2 year waiver.
Miscellaneous Payment	Check	26435	7/16/2025	2,091.40	Belen Ortiz	Refund Purchase - Customer changed mind
Miscellaneous Payment	Check	26436	7/16/2025	50.00	British Fish n Chips	Refund Special License Fee - Moved outside of city limits
Miscellaneous Payment	Check	26437	7/16/2025	500.00	Cirque Entertainment III, LLC	Refund Carnival Deposit
Miscellaneous Payment	Check	26438	7/16/2025	11,506.12	Country Financial a/s/o Zoe and Skylar Levanen	Claim Payment - DOI: 12/06/2024 - RISK
Miscellaneous Payment	Check	26439	7/16/2025	491.98	Dan Youngren	Claim Payment - DOI: 06/16/2025 - RISK
Miscellaneous Payment	Check	26440	7/16/2025	569.00	Dot Com Vapor LLC	Refund Business License - Closed location
Miscellaneous Payment	Check	26441	7/16/2025	50,624.00	MAJ JPS LLC	CMI-326744 & CMI-326747 (333 NE 136th Ave B & C)
Miscellaneous Payment	Check	26442	7/16/2025	650.00	Pennsylvania State Education Association	R15760
Miscellaneous Payment	Check	26443	7/16/2025	169.57	PLS Engineering	Refund parking permit no longer needed
Miscellaneous Payment	Check	26444	7/16/2025	7,037.50	State of Washington State Treasurer	2nd Qtr 2025 A8 Form
Ad Hoc Payment	Check	26445	7/23/2025	124.00	Cummings,Kayla	1414 NE 115TH AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	26446	7/23/2025	114.30	Dolle,Sheila	5215 NEW MEXICO ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	26447	7/23/2025	53.80	Dunn,Roy	14317 NE POWERS ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	26448	7/23/2025	95.69	Kishore,Mahendra or Roshni	7804 NE 163RD AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	26449	7/23/2025	51.75	Mckoz,Kenneth	14915 NE RANCHO DR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	26450	7/23/2025	80.00	Mckoz,Kenneth or Roxanne	14915 NE RANCHO DR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	26451	7/23/2025	114.68	Michelle Fowler or Tejus Govindjie	1613 SE 163RD AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	26452	7/23/2025	38.26	Nylund Homes	17307 SE 17TH WAY ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	26453	7/23/2025	23.48	Peters,Beth	15412 NE 15TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	26454	7/23/2025	84.54	Ream,Sarah	5105 NE ISSLER ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	26455	7/23/2025	99.00	Riley,Rodney	12507 NE 103RD WAY ,VANCOUVER,WA,98682

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	26456	7/23/2025	248.67	Steven G Zahm or Eva Gold	17212 SE 25TH WAY VANCOUVER,WA,98683
Ad Hoc Payment	Check	26457	7/23/2025	1,255.58	Tekletsion,Berhan	16801 NE 78TH WAY VANCOUVER,WA,98682
Ad Hoc Payment	Check	26458	7/23/2025	42.70	The Dolle Family Trust	5215 NEW MEXICO ST VANCOUVER,WA,98661
Ad Hoc Payment	Check	26459	7/23/2025	45.96	The Estate of Paul and Norma Hoffine	15204 NE 42ND ST VANCOUVER,WA,98682
Ad Hoc Payment	Check	26460	7/23/2025	178.00	Wilson,Jenna Rae	3212 SE 194TH CT CAMAS,WA,98607
Supplier Payment	Check	26461	7/23/2025	18,587.03	Ace Parking Management Inc	
Supplier Payment	Check	26462	7/23/2025	2.80	Airgas, Inc	
Supplier Payment	Check	26463	7/23/2025	114,320.13	Allcon LLC	
Supplier Payment	Check	26464	7/23/2025	210.00	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	Check	26465	7/23/2025	7,106.75	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	26466	7/23/2025	1,105.00	Amex Products Inc	
Supplier Payment	Check	26467	7/23/2025	600.58	Arborscape Ltd Inc	
Supplier Payment	Check	26468	7/23/2025	200.00	AT & T Mobility National Accounts LLC - Remit-To: Legal Demand Center for Law Enforcement	
Supplier Payment	Check	26469	7/23/2025	3,690.12	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	26470	7/23/2025	5,984.99	Clark County Public Utility District No. 1	
Supplier Payment	Check	26471	7/23/2025	486,149.30	Clark County Public Utility District No. 1	
Supplier Payment	Check	26472	7/23/2025	53,038.74	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	26473	7/23/2025	186,355.87	Clary Longview LLC	
Supplier Payment	Check	26474	7/23/2025	2,382.84	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	26475	7/23/2025	118.61	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	26476	7/23/2025	18,846.33	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	26477	7/23/2025	674.17	Connecta Satellite Solutions LLC	
Supplier Payment	Check	26478	7/23/2025	6,143.78	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	26479	7/23/2025	500.00	Countryside Woods Neighborhood Association	
Supplier Payment	Check	26480	7/23/2025	6,615.00	Davidson Benefits Planning	
Supplier Payment	Check	26481	7/23/2025	647.36	Day Management Corp - Remit-To: Day Wireless - Milwaukee	
Supplier Payment	Check	26482	7/23/2025	868.51	Deep Roots Pest and Wildlife Innovations LLC	
Supplier Payment	Check	26483	7/23/2025	476.00	Dominic Hunter	
Supplier Payment	Check	26484	7/23/2025	400.00	Donald Lane Riggs	
Supplier Payment	Check	26485	7/23/2025	300.00	ERF Company Inc	
Supplier Payment	Check	26486	7/23/2025	280.75	Erickson Structural Consulting Engineers	
Supplier Payment	Check	26487	7/23/2025	14,149.21	Ferox Fleet Services, INC	
Supplier Payment	Check	26488	7/23/2025	8,120.00	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	26489	7/23/2025	23,405.74	Fourth Plain Forward	
Supplier Payment	Check	26490	7/23/2025	325,592.28	Grade Werks Excavating LLC	
Supplier Payment	Check	26491	7/23/2025	201.97	Harold LeMay Enterprises	

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Supplier Payment	Check	26492	7/23/2025	6,075.36	Herrera Environmental Consultants Inc	
Supplier Payment	Check	26493	7/23/2025	1,035.00	HID Global Corporation	
Supplier Payment	Check	26494	7/23/2025	22,013.82	Janus Youth Programs Inc	
Supplier Payment	Check	26495	7/23/2025	2,795.49	Kar-Gor Inc	
Supplier Payment	Check	26496	7/23/2025	324.00	Keller Rohrback LLP	
Supplier Payment	Check	26497	7/23/2025	1,829.68	L.N. Curtis & Sons	
Supplier Payment	Check	26498	7/23/2025	8,321.25	Lexipol LLC	
Supplier Payment	Check	26499	7/23/2025	33,508.57	Life Insurance Company of North America	
Supplier Payment	Check	26500	7/23/2025	49,698.32	Lower Columbia Estuary Partnership	
Supplier Payment	Check	26501	7/23/2025	3,175.25	Mather and Sons Pump Service Inc	
Supplier Payment	Check	26502	7/23/2025	1,575.00	Message Gears LLC	
Supplier Payment	Check	26503	7/23/2025	3,505.39	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	26504	7/23/2025	23,004.80	Nachurs Alpine Solutions, LLC - Remit-To: Nachurs Alpine Solutions, LLC	
Supplier Payment	Check	26505	7/23/2025	10,264.57	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	26506	7/23/2025	15,104.75	Parametrix, Inc	
Supplier Payment	Check	26507	7/23/2025	5,519.00	Portland Adventist Medical Center	
Supplier Payment	Check	26508	7/23/2025	761.58	PPC Solutions Inc	
Supplier Payment	Check	26509	7/23/2025	4,740.00	Public Safety Testing Inc	
Supplier Payment	Check	26510	7/23/2025	1,901.99	River City Environmental	
Supplier Payment	Check	26511	7/23/2025	125,895.29	Scott Edwards Architecture LLP	
Supplier Payment	Check	26512	7/23/2025	128.76	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	26513	7/23/2025	20,744.47	Southwest Clean Air Agency	
Supplier Payment	Check	26514	7/23/2025	323.14	Speed's Towing of Vancouver - Remit-To: Speeds Towing of Vancouver Inc.	
Supplier Payment	Check	26515	7/23/2025	4,927.84	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	26516	7/23/2025	10.36	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	26517	7/23/2025	76.11	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	26518	7/23/2025	3,816.00	Summit Law Group	
Supplier Payment	Check	26519	7/23/2025	3,920.00	Teresa L. Rider	
Supplier Payment	Check	26520	7/23/2025	680.00	The Columbia Future Forge	
Supplier Payment	Check	26521	7/23/2025	1,135.36	Trilogy MedWaste West, LLC	
Supplier Payment	Check	26522	7/23/2025	5,151.15	Triple J Enterprises	
Supplier Payment	Check	26523	7/23/2025	276,416.36	TV Etc ESD 112	
Supplier Payment	Check	26524	7/23/2025	154.64	United States Dosimetry Technology Inc	
Supplier Payment	Check	26525	7/23/2025	104.34	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	26526	7/23/2025	5,709.70	Walter E Nelson Company	
Supplier Payment	Check	26527	7/23/2025	14,402.65	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	26528	7/23/2025	24,161.09	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	

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Supplier Payment	Check	26529	7/23/2025	1,552.00	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	26530	7/23/2025	3,893.12	Wolff Specialties LLC	
Miscellaneous Payment	Check	26531	7/23/2025	753.48	ASSOCIATION MANAGEMENT SERVICES	Refund parking permits no longer needed
Miscellaneous Payment	Check	26532	7/23/2025	700.00	CDM Services Senior Heroes Awards	Damage Deposit Refund
Miscellaneous Payment	Check	26533	7/23/2025	71.29	Chi Hui Chen	Refund parking permit no longer needed COV14252
Miscellaneous Payment	Check	26534	7/23/2025	67.10	DAWN REDMOND	Refund parking permit no longer needed. COV12017
Miscellaneous Payment	Check	26535	7/23/2025	2,860.40	Gordon, Alyworth & Tami, P.C.	Garnishment 23C2178-5
Miscellaneous Payment	Check	26536	7/23/2025	100.00	Kyle McCleary	Refund parking permit no longer needed
Miscellaneous Payment	Check	26537	7/23/2025	119.00	Leslie Saylor	Activity Refund
Miscellaneous Payment	Check	26538	7/23/2025	700.00	Teresa Solorzano Hernandez	Damage Deposit Refund
Miscellaneous Payment	Check	26539	7/23/2025	2,629.16	Triple J Towing	Impound Judgment - 25I000039
Miscellaneous Payment	Check	26540	7/23/2025	507.66	Tylor Hersch	RES-371083
Miscellaneous Payment	Check	26541	7/23/2025	2,913.06	Vancouver Bulk Terminal LLC	CMI-373195
Miscellaneous Payment	Check	26542	7/23/2025	329.14	Vie Hoeftling	RES-372840
Supplier Payment	Check	26557	7/24/2025	10.00	Clark County - Remit-To: Reeta Fees	
Supplier Payment	Check	26543	7/25/2025	5,718.75	Aflac	
Supplier Payment	Check	26544	7/25/2025	6,086.68	AFSCME Local #307	
Supplier Payment	Check	26545	7/25/2025	334.00	California State Disbursement Unit	
Supplier Payment	Check	26546	7/25/2025	1,033.50	Chapter 13 - Trustee	
Supplier Payment	Check	26547	7/25/2025	491.00	Hawaii SDU	
Supplier Payment	Check	26548	7/25/2025	780.65	IAM Local #1374	
Supplier Payment	Check	26549	7/25/2025	8,868.29	Life Insurance Company of North America	
Supplier Payment	Check	26550	7/25/2025	1,300.00	MFS Service Center Inc	
Supplier Payment	Check	26551	7/25/2025	325.00	OPEIU Local #11	
Supplier Payment	Check	26552	7/25/2025	4,916.74	OPEIU Local #11	
Supplier Payment	Check	26553	7/25/2025	888.00	Teamsters Local #58	
Supplier Payment	Check	26554	7/25/2025	332.50	UA Local #290	
Supplier Payment	Check	26555	7/25/2025	3,283.80	Western Conference of Teamsters	
Supplier Payment	Check	26556	7/25/2025	1,489.02	Western Metal Industry Pension Plan	
			Check	3,459,158.31		
Expense Payment	Direct Deposit	EFT-00304746	7/10/2025	127.26	Anthony Coronel Valencia	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304747	7/10/2025	420.21	Rainy Rau	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304748	7/10/2025	148.22	Brandi Heard	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304749	7/10/2025	27.99	Clayton Agbisit	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304750	7/10/2025	74.46	Paul Porter	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00304751	7/10/2025	34.50	Jeremy Vanroyce	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00304752	7/10/2025	473.00	Patrick Hanley	Travel Advance
Expense Payment	Direct Deposit	EFT-00306875	7/17/2025	105.25	Tim Tretta	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00306876	7/17/2025	51.00	Ryan Starbuck	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00306877	7/17/2025	135.00	Eric Stinson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00306878	7/17/2025	35.00	Samantha Moody	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00306879	7/17/2025	195.99	Danbi Won	Employee Reimbursement

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Expense Payment	Direct Deposit	EFT-00306880	7/17/2025	11.56	Kelly Bice	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00306881	7/17/2025	70.65	Jonathan Guerrero	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00306882	7/17/2025	55.11	Antoinette Gasbarre	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00306883	7/17/2025	10.00	Brandon Osborn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00306884	7/17/2025	54.36	Michelle Murie	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00306885	7/17/2025	187.30	Branden Werry	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00306886	7/17/2025	156.97	Jeremiah Jones	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00306887	7/17/2025	9.38	Brian Wilson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00306888	7/17/2025	76.50	Spencer Frasier	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00306889	7/17/2025	76.50	Tony Davidson	Travel Advance
Expense Payment	Direct Deposit	EFT-00306955	7/24/2025	8.00	Andrew Jeffers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00306956	7/24/2025	107.50	Clesson Werner	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00306957	7/24/2025	35.74	Stacey Dalgaard	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00306958	7/24/2025	147.75	Gavin Zirkel	Travel Advance
Expense Payment	Direct Deposit	EFT-00306959	7/24/2025	34.27	Peighton Stalcup	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00306960	7/24/2025	362.00	Jason Nicholson	Travel Advance
Expense Payment	Direct Deposit	EFT-00306961	7/24/2025	835.00	Joseph Cathey	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00306962	7/24/2025	296.00	Michael Whitney	Travel Advance
Expense Payment	Direct Deposit	EFT-00306963	7/24/2025	169.85	Krista Liles	Employee Reimbursement
			Direct Deposit	4,532.32		
Supplier Payment	EFT	EFT-00304753	7/10/2025	13,050.00	Andrews Terry Jeffers LLP	
Supplier Payment	EFT	EFT-00304754	7/10/2025	3,231.86	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00304755	7/10/2025	687.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00304756	7/10/2025	806.50	KFPro, Inc	
Supplier Payment	EFT	EFT-00304757	7/10/2025	950.00	Courtney R. Mendoza	
Supplier Payment	EFT	EFT-00304758	7/10/2025	2,850.00	Conсор North America Inc - Remit-To: Conсор North America Inc	
Supplier Payment	EFT	EFT-00304759	7/10/2025	977.79	CoStar Reality Information Inc.	
Supplier Payment	EFT	EFT-00304760	7/10/2025	6,370.00	Atlas Technical Consultants LLC	
Supplier Payment	EFT	EFT-00304761	7/10/2025	220,671.41	McClure and Sons Inc.	
Supplier Payment	EFT	EFT-00304762	7/10/2025	250,000.00	Vancouver USA Regional Tourism Office	
Supplier Payment	EFT	EFT-00304763	7/10/2025	27,867.45	Northwest Royal Home Care	
Supplier Payment	EFT	EFT-00304764	7/10/2025	6,010.00	Elite Truck School, Inc	
Supplier Payment	EFT	EFT-00304765	7/10/2025	2,718.91	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00304766	7/10/2025	31,522.02	Power Systems West LLC	
Supplier Payment	EFT	EFT-00304767	7/10/2025	1,743.24	Branlo Enterprises, LLC	
Supplier Payment	EFT	EFT-00304768	7/10/2025	327.68	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00304769	7/10/2025	19,239.40	Council for the Homeless	
Supplier Payment	EFT	EFT-00304770	7/10/2025	11,310.58	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00304771	7/10/2025	190.00	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00304772	7/10/2025	6,062.50	Sazan Group, Inc	
Supplier Payment	EFT	EFT-00304773	7/10/2025	270,027.92	Del Sol Inc	
Supplier Payment	EFT	EFT-00304774	7/10/2025	30,858.82	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	

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Supplier Payment	EFT	EFT-00304775	7/10/2025	12,213.40	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00304776	7/10/2025	4,673.92	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00304777	7/10/2025	51,343.11	Live Love Outreach	
Supplier Payment	EFT	EFT-00304778	7/10/2025	16,953.50	Otak Inc	
Supplier Payment	EFT	EFT-00304779	7/10/2025	560.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00304780	7/10/2025	170,267.57	Oregon Native American Chamber	
Supplier Payment	EFT	EFT-00304781	7/10/2025	820,026.63	Colf Construction LLC	
Supplier Payment	EFT	EFT-00304782	7/10/2025	140,044.75	Avolve Software Corp	
Supplier Payment	EFT	EFT-00304783	7/10/2025	5,222.40	Workday Inc	
Supplier Payment	EFT	EFT-00304784	7/10/2025	2,007.89	WasteXpress Environmental LLC	
Supplier Payment	EFT	EFT-00304785	7/10/2025	4,965.60	Outsiderinn.org	
Supplier Payment	EFT	EFT-00304786	7/10/2025	30,171.51	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00304787	7/10/2025	4,823.08	Ntooitive Digital LLC	
Supplier Payment	EFT	EFT-00304788	7/10/2025	29,738.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00304789	7/10/2025	34,110.98	Madden Fabrication Inc.	
Supplier Payment	EFT	EFT-00304790	7/10/2025	21,920.27	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00304791	7/10/2025	1,588.30	Pacific Northwest Pollution Prevention Resources Center	
Supplier Payment	EFT	EFT-00304792	7/10/2025	805,874.18	Nutter Corporation	
Supplier Payment	EFT	EFT-00304793	7/10/2025	15,000.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00304794	7/10/2025	2,799.48	Columbia West Engineering	
Supplier Payment	EFT	EFT-00304795	7/10/2025	29,375.14	Alta Planning & Design	
Supplier Payment	EFT	EFT-00304796	7/10/2025	500.00	The Arts Centered	
Supplier Payment	EFT	EFT-00304797	7/10/2025	166,587.05	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00304798	7/10/2025	25,616.00	Clark EMS Physicians, LLC	
Supplier Payment	EFT	EFT-00304799	7/10/2025	6,115.67	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00304800	7/10/2025	12,852.08	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00304801	7/10/2025	4,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00304802	7/10/2025	10,237.50	Elizabeth Kunesh	
Supplier Payment	EFT	EFT-00304803	7/10/2025	1,698.01	Safeware, Inc.	
Supplier Payment	EFT	EFT-00304804	7/10/2025	80,408.00	Jeffries Construction	
Supplier Payment	EFT	EFT-00304805	7/10/2025	234.99	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00304806	7/10/2025	8,736.25	Terracon Consultants Inc - Remit-To: Terracon Consultants Inc	
Supplier Payment	EFT	EFT-00304807	7/10/2025	1,620.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00304808	7/10/2025	45,000.00	Operations Management International Inc	
Supplier Payment	EFT	EFT-00304809	7/10/2025	3,930.40	Spencer Fix	
Supplier Payment	EFT	EFT-00304810	7/10/2025	4,641.05	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00304811	7/10/2025	5,000.00	Bagley Downs Neighborhood Association	
Supplier Payment	EFT	EFT-00304812	7/10/2025	20,541.00	Davis Wright Tremaine LLP	
Supplier Payment	EFT	EFT-00304813	7/10/2025	2,230.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00304814	7/10/2025	6,799.61	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00306763	7/10/2025	2,312.65	Power Systems West LLC	
Supplier Payment	EFT	EFT-00306764	7/10/2025	144.43	Legal Shield	
Supplier Payment	EFT	EFT-00306765	7/10/2025	20,520.41	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00306766	7/10/2025	11,836.50	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00306767	7/10/2025	1,401.14	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00306768	7/10/2025	33,631.84	IAFF Local #452	
Supplier Payment	EFT	EFT-00306836	7/17/2025	419,597.29	Tapani Inc	
Supplier Payment	EFT	EFT-00306837	7/17/2025	93,601.30	MacKay Sposito Inc	

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Supplier Payment	EFT	EFT-00306838	7/17/2025	12,780.50	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00306839	7/17/2025	16,500.00	Karras Consulting, Inc	
Supplier Payment	EFT	EFT-00306840	7/17/2025	7,351.77	Solid Waste Systems	
Supplier Payment	EFT	EFT-00306841	7/17/2025	29,830.00	The Exhibits Department, LLC	
Supplier Payment	EFT	EFT-00306842	7/17/2025	33,300.00	Visual Computer Solutions, Inc.	
Supplier Payment	EFT	EFT-00306843	7/17/2025	2,240.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00306844	7/17/2025	450.00	Thomas Garvey	
Supplier Payment	EFT	EFT-00306845	7/17/2025	360.00	Sharon Rice	
Supplier Payment	EFT	EFT-00306846	7/17/2025	1,080.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00306847	7/17/2025	18,372.55	Del Sol Inc	
Supplier Payment	EFT	EFT-00306848	7/17/2025	55.00	Metro Overhead Door Inc	
Supplier Payment	EFT	EFT-00306849	7/17/2025	242,008.68	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00306850	7/17/2025	2,245.00	Eurofins Eaton Analytical, LLC	
Supplier Payment	EFT	EFT-00306851	7/17/2025	6,060.46	Fire Systems West	
Supplier Payment	EFT	EFT-00306852	7/17/2025	4,419.80	AHA Mobile Repair and Fleet Services	
Supplier Payment	EFT	EFT-00306853	7/17/2025	4,457.48	Contract Land Staff LLC	
Supplier Payment	EFT	EFT-00306854	7/17/2025	1,400.00	Sazan Group, Inc	
Supplier Payment	EFT	EFT-00306855	7/17/2025	5,640.00	BAE Urban Economics, Inc.	
Supplier Payment	EFT	EFT-00306856	7/17/2025	140.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00306857	7/17/2025	9,959.45	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00306858	7/17/2025	70,718.44	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00306859	7/17/2025	57,130.88	SDB Inc	
Supplier Payment	EFT	EFT-00306860	7/17/2025	500.00	Native American Rising Generations Foundation	
Supplier Payment	EFT	EFT-00306861	7/17/2025	800.00	DOWL LLC	
Supplier Payment	EFT	EFT-00306862	7/17/2025	80.00	Performance Occupational Health Services, LLC	
Supplier Payment	EFT	EFT-00306863	7/17/2025	39,457.25	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00306864	7/17/2025	140.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00306865	7/17/2025	851.00	Wallis Engineering PLLC - Remit-To: Wallis Engineering	
Supplier Payment	EFT	EFT-00306866	7/17/2025	47,681.76	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00306867	7/17/2025	812,053.90	Midway Underground LLC	
Supplier Payment	EFT	EFT-00306868	7/17/2025	275.00	Northwest Print Inc	
Supplier Payment	EFT	EFT-00306869	7/17/2025	54,883.70	Consort North America Inc - Remit-To: Consort North America Inc	
Supplier Payment	EFT	EFT-00306870	7/17/2025	1,050.00	PointNorth Consulting, Inc.	
Supplier Payment	EFT	EFT-00306871	7/17/2025	29,610.93	J & J Roofing and Construction	
Supplier Payment	EFT	EFT-00306872	7/17/2025	8,287.50	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00306873	7/17/2025	4,320.21	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00306874	7/17/2025	323.40	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00306890	7/17/2025	1,060.50	Allegiance Benefit Plan Management Inc (Pension and Flex).	
Supplier Payment	EFT	EFT-00306897	7/24/2025	4,073.16	Branlo Enterprises, LLC	
Supplier Payment	EFT	EFT-00306898	7/24/2025	44,685.12	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00306899	7/24/2025	4,100.00	Andrew Prochniak	
Supplier Payment	EFT	EFT-00306900	7/24/2025	2,025.00	Swordfish Consulting Services, LLC	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	EFT	EFT-00306901	7/24/2025	6,714.18	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00306902	7/24/2025	2,476.39	Fehr & Peers	
Supplier Payment	EFT	EFT-00306903	7/24/2025	1,137.50	Haley & Aldrich, Inc	
Supplier Payment	EFT	EFT-00306904	7/24/2025	45,114.03	YWCA Clark County	
Supplier Payment	EFT	EFT-00306905	7/24/2025	2,988.43	Emerald Services Inc - Remit-To: Emerald - Dallas TX	
Supplier Payment	EFT	EFT-00306906	7/24/2025	1,780.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00306907	7/24/2025	5,116.40	Solid Waste Systems	
Supplier Payment	EFT	EFT-00306908	7/24/2025	1,667.69	Gap Supply	
Supplier Payment	EFT	EFT-00306909	7/24/2025	3,444,689.09	Tapani Inc	
Supplier Payment	EFT	EFT-00306910	7/24/2025	3,921.37	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00306911	7/24/2025	29,803.65	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00306912	7/24/2025	6,952.71	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00306913	7/24/2025	1,468.80	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00306914	7/24/2025	2,082.07	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00306915	7/24/2025	19,449.98	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00306916	7/24/2025	400.00	Heather P Cromie	
Supplier Payment	EFT	EFT-00306917	7/24/2025	2,240.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00306918	7/24/2025	6,368.06	SDB Inc	
Supplier Payment	EFT	EFT-00306919	7/24/2025	3,912.50	Canopy Wellbeing	
Supplier Payment	EFT	EFT-00306920	7/24/2025	119,462.13	Outsiderinn.org	
Supplier Payment	EFT	EFT-00306921	7/24/2025	10,678.31	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00306922	7/24/2025	50,000.00	Proud Ground	
Supplier Payment	EFT	EFT-00306923	7/24/2025	4,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00306924	7/24/2025	6,772.80	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00306925	7/24/2025	56,911.57	Live Love Outreach	
Supplier Payment	EFT	EFT-00306926	7/24/2025	832,450.36	Felida Park Senior Housing LLP	
Supplier Payment	EFT	EFT-00306927	7/24/2025	5,403.32	HDR Engineering, Inc	
Supplier Payment	EFT	EFT-00306928	7/24/2025	2,866.20	Walker Consultants, Inc	
Supplier Payment	EFT	EFT-00306929	7/24/2025	13,738.50	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00306930	7/24/2025	7,804.01	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00306931	7/24/2025	571,768.48	TCF Architecture, PLLC	
Supplier Payment	EFT	EFT-00306932	7/24/2025	300.00	Northwest Print Inc	
Supplier Payment	EFT	EFT-00306933	7/24/2025	16,918.32	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00306934	7/24/2025	1,555.00	Atlas Technical Consultants LLC	
Supplier Payment	EFT	EFT-00306935	7/24/2025	240,944.13	Western United Civil Group, LLC - Remit-To: Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00306936	7/24/2025	5,328.70	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00306937	7/24/2025	123,322.95	Capture Contracting, LLC	
Supplier Payment	EFT	EFT-00306938	7/24/2025	38.06	Ziply Fiber	
Supplier Payment	EFT	EFT-00306939	7/24/2025	516.80	Pacific Drain Services LLC	
Supplier Payment	EFT	EFT-00306940	7/24/2025	31.32	Colorado State Treasury - Unclaimed Property Division	
Supplier Payment	EFT	EFT-00306941	7/24/2025	2,758.36	Accurate Investigation Services	
Supplier Payment	EFT	EFT-00306942	7/24/2025	341,207.92	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00306943	7/24/2025	94.00	Tierra Right of Way Services LTD	
Supplier Payment	EFT	EFT-00306944	7/24/2025	371,036.16	Share	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	EFT	EFT-00306945	7/24/2025	5,000.00	Spring Consulting Group an Alera Company	
Supplier Payment	EFT	EFT-00306946	7/24/2025	3,620.63	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00306947	7/24/2025	129,204.86	Del Sol Inc	
Supplier Payment	EFT	EFT-00306948	7/24/2025	4,976.80	Sharon Rice	
Supplier Payment	EFT	EFT-00306949	7/24/2025	3,609.36	Otak Inc	
Supplier Payment	EFT	EFT-00306950	7/24/2025	5,643.46	Boyce Home Maintenance, LLC	
Supplier Payment	EFT	EFT-00306951	7/24/2025	14,211.80	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00306952	7/24/2025	8,800.00	AMS Planning & Research Corp	
Supplier Payment	EFT	EFT-00306953	7/24/2025	14,072.19	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	EFT	EFT-00306954	7/24/2025	14,746.50	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00308988	7/25/2025	144.43	Legal Shield	
Supplier Payment	EFT	EFT-00308989	7/25/2025	20,320.41	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00308990	7/25/2025	1,293.36	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00308991	7/25/2025	33,424.85	IAFF Local #452	
Supplier Payment	EFT	EFT-00308992	7/25/2025	11,821.33	Vancouver Police Officer Guild	
			EFT	12,328,784.63		
Supplier Payment	Manual Wire		7/1/2025	45,470.66	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		7/8/2025	83.24	Allegiance Benefit Plan Management Inc (COBRA) - Remit-To: COBRA	
Supplier Payment	Manual Wire		7/9/2025	3,987.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire		7/9/2025	156.22	Keybank National Association	
Supplier Payment	Manual Wire		7/10/2025	425.00	KFPro, Inc	
Supplier Payment	Manual Wire		7/10/2025	167,430.82	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		7/10/2025	21,359.75	Washington Dental Service	
Supplier Payment	Manual Wire		7/10/2025	6,668.16	Washington SDU	
Supplier Payment	Manual Wire		7/10/2025	586.00	Oregon SDU	
Supplier Payment	Manual Wire		7/10/2025	7,236.54	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		7/10/2025	33,946.97	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		7/10/2025	57,921.11	Washington State Firefighters	
Supplier Payment	Manual Wire		7/10/2025	425,396.77	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		7/11/2025	55,569.18	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		7/11/2025	68,515.09	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		7/11/2025	1,381,820.83	Internal Revenue Service	
Supplier Payment	Manual Wire		7/11/2025	187.00	Colorado Department of Revenue	
Procurement Card Payment	Manual Wire		7/11/2025	772,335.92	CoV JPM Procurement Card	
Supplier Payment	Manual Wire		7/14/2025	19,236.05	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		7/14/2025	50,598.14	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		7/15/2025	962,358.36	State of Washington Department of Retirement Systems (DRS)	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Manual Wire		7/15/2025	149.15	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire		7/15/2025	733.26	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		7/16/2025	456,487.38	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire		7/17/2025	4,695.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire		7/18/2025	7,067.13	Superior, LLC	
Supplier Payment	Manual Wire		7/18/2025	91,070.86	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		7/18/2025	17,431.30	Washington Dental Service	
Supplier Payment	Manual Wire		7/21/2025	52,245.25	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		7/23/2025	184,999.42	The Bank Of New York Mellon Trust Company	
Supplier Payment	Manual Wire		7/23/2025	276,286.25	The Bank Of New York Mellon Trust Company	
Supplier Payment	Manual Wire		7/24/2025	2,560.00	KFPro, Inc	
Supplier Payment	Manual Wire		7/24/2025	244,004.33	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		7/24/2025	18,179.35	Washington Dental Service	
Supplier Payment	Manual Wire		7/25/2025	32,382.95	Washington State Firefighters	
Supplier Payment	Manual Wire		7/25/2025	7,327.08	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		7/25/2025	341,784.71	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		7/25/2025	6,668.16	Washington SDU	
Supplier Payment	Manual Wire		7/25/2025	586.00	Oregon SDU	
Supplier Payment	Manual Wire		7/25/2025	33,951.97	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		7/25/2025	97,583.42	Liberty Mutual Group Inc.	
			Manual Wire	5,957,481.78		
			Checks	3,459,158.31		
			Direct Deposit	4,532.32		
			EFT	12,328,784.63		
			7/14/2025	6,818.58	City Payments	Posted 07-07-25 to 07-13-25
			7/21/2025	10,954.02	City Payments	Posted 07-14-25 to 07-20-25
			7/28/2025	13,137.33	City Payments	Posted 07-21-25 to 07-27-25
			Hansen Total	30,909.93		
			7/14/2025	1,594.50	Miscellaneous	Parks Class Refunds FCC 07-07-25 to 07-13-25
			7/14/2025	876.78	Miscellaneous	Parks Class Refunds MCC 07-07-25 to 07-13-25
			7/21/2025	1,051.96	Miscellaneous	Parks Class Refunds FCC 07-14-25 to 07-20-25
			7/21/2025	1,952.00	Miscellaneous	Parks Class Refunds MCC 07-14-25 to 07-20-25
			7/21/2025	1,300.00	Miscellaneous	Parks Class Refunds Special Events 07-14-25 to 07-20-25
			7/28/2025	263.00	Miscellaneous	Parks Class Refunds FCC 07-21-25 to 07-27-25
			7/28/2025	889.51	Miscellaneous	Parks Class Refunds MCC 07-21-25 to 07-27-25
			VISA Total	7,927.75		
			Payroll Total	9,058,236.29		
			GRAND TOTAL	30,847,031.01		

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City of Vancouver
Payroll Council Report
July 07, 2025 - July 27, 2025

Check No.	Date	Explanation	Amount
2863 - 2889	07/10/25	July 10 Payroll	\$ 10,025.87
304815 - 306722	07/10/25	July 10 Direct Deposits	\$ 4,298,557.12
306723 - 306762	07/10/25	July 10 Direct Deposits	\$ 112,740.64
N/A	06/25/25	NACHA Return - Melody Green	\$ (45.84)
N/A	07/10/25	NACHA Return - Melody Green	\$ (362.90)
N/A	07/10/25	NACHA Return - Parker Green	\$ (376.15)
306834	07/15/25	Replacement for NACHA Return	\$ 376.15
306835	07/15/25	Replacement for 6/25 & 7/10 NACHA Returns	\$ 408.74
2890 - 2918	07/25/25	July 25 Payroll	\$ 13,767.95
307032 - 308987	07/25/25	July 25 Direct Deposits	\$ 4,623,144.71

\$ 9,058,236.29

A RESOLUTION approving Grayrock second pre-annexation development agreement amendment.

Staff Report: 167-25

To: Mayor and City Council
From: City Manager
Date: August 4, 2025

Subject

Grayrock Second Pre-Annexation Development Agreement Amendment

Key Points

- The Amendment improves expected redevelopment outcomes for the affected properties.
 - Disallows highly undesirable land uses that are currently allowed under the existing Pre Annexation Development Agreements (PADA).
 - Allows for up to 100% of the property to be developed as housing with the inclusion of an urban node at a minimum density.
- The Amendment extends the effective date of the PADA to allow for a realistic development and construction timeline.

Strategic Plan Alignment

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

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

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces

Present Situation

Background of Section 30

Section 30 is nearly a square mile in size and is located in the northeast corner of the City, bounded on the north by NE 18th Street, on the south by NE 1st Street, on the west by NE 172nd and 179th Avenues, and on the east by NE 192nd Avenue. It is zoned ECX, Employment Center Mixed Use. Section 30 was annexed into the City in 2008. At the time it was annexed, most of the properties were active rock and gravel mining operations and, except for some related activity, these rock operations have been discontinued. In order to gain the property owners' support for Section 30 being annexed, the City entered into a number of pre-annexation development agreements (also known as PADAs) that provided property owners with rights to continue existing uses and develop their properties for any use that was allowed at the time of annexation, including any uses that were allowed on the Columbia Tech Center (CTC) properties to the south, such as detached single family residential.

In 2009, following annexation, City Council adopted a subarea plan and ECX, Employment Center Mixed Use zoning for Section 30, which envisions a mix of commercial, light industrial and multifamily residential uses – essentially a future employment center with supporting services. The ECX zoning

requires that new developments be approved through a Type IV master plan process with final approval by the City Council.

The PADA's for the two largest property holdings were set to expire in 2026 (now 2027), and their owners feel significant pressure to develop their properties under the uses and standards vested in their development agreements. This could result in developments and uses that are wildly inconsistent with the Section 30 Plan, including large warehouses, asphalt batch plants, and even detached single-family residences, which City staff are seeking to avoid in this area. Late in 2023, two properties in Section 30 received approval for uses allowed under the development agreements that would not have been allowed under the current zoning, including a 300-lot detached single-family subdivision and a 450,000 square-foot warehouse. Uses which are allowed by the PADA's, but which were identified by staff as potentially problematic include: large warehouses, single-family detached homes, motor vehicle sales/rental, motor vehicle servicing/repair, self-service storage, bulk sales, concrete mixing and batching, car washes, aggregate products, mining and related uses, asphalt batch plant, and outdoor sales. Staff came to the conclusion that, without city intervention, nearly 40% of Section 30 was vulnerable to development for similar uses allowed by the development agreements (D.A.), but which would be inconsistent with city goals.

Staff initiated discussions with the two largest PADA holders that were pursuing development applications to see what, if anything, the City might be able to do to encourage greater density and mix of uses. Representatives of Section 30 PIT, which controls 41 acres, and Grayrock, which controls 214 acres, both said they would be open to exploring an "alternative path" if two things happened: 1) if more time could be provided under their current development agreements to allow for different uses to be considered and approved, and 2) if some flexibility could be provided in regard to the minimum development standards and the required Type IV review process.

Staff discussed the situation with City Council at a March 2024 workshop and, recognizing the urgency of taking action to prevent further incompatible development, Council directed staff to undertake discussions with the two property owners to determine what code changes might provide an alternative path for PADA holders. Council later approved a one-year extension of the Section 30 PIT and Grayrock PADA's on June 10, 2024, to allow time for city staff to discuss possible code amendments with the two key property owners.

Since early 2024, staff from Community Development, Economic Prosperity & Housing and Public Works departments have been meeting regularly with representatives of Section 30 PIT and Grayrock to discuss their plans and ideas for future development and possible changes to the Section 30 Planned District standards that would be needed for them to be willing to give up their development rights to certain uses. Meanwhile, HP, Inc. has begun construction on their 98+ acre office and manufacturing campus in the southern half of Section 30, the City has started construction to lower and widen SE 1st Street to the south, and Grayrock has begun installing streets and utilities to serve the approved 300-lot single-family subdivision in the north-central area of Section 30. HP, Inc. has submitted comments on the proposed text amendments primarily in regard to their interest in ensuring uses that would be compatible with their office and manufacturing campus.

On April 14, 2025, the City Council held a public hearing to consider proposed changes to the Section 30 development standards that would apply to PADA holders and, following public testimony, unanimously approved the proposed code changes.

Summary of Changes in the Second Amendment

The Second Amendment to the Pre-Annexation Development Agreement eliminates several low-density employment and housing uses that were previously allowed that no longer align with the City's vision and allows for the land owner to develop under the recently revised VMC 20.690 Section

30 Employment Center Plan District Code alternative pathway for Pre-Annexation Development Agreement holders. This will ensure efficient land use, and help promote accessible and connected neighborhoods that support vibrant places to work and live.

The amendment includes a 5-year extension to the Pre-Annexation Development Agreement to allow time for landowners to develop their land under the new code. This term extension was deemed necessary due to the amount of land involved and the scale of the redevelopment effort.

In addition to these changes, the amendment includes clarification on how and for what streets Traffic Impact Fees may be used on, and reserves existing car trips for the site which have both been agreed to by Public Works.

Advantage(s)

1. Providing flexibility for PADA holders will result in better land use outcomes, because in exchange for accessing alternative standards, they would forgo their rights to build low-density residential uses and certain low-employment industrial uses.
2. The Amendments are expected to result in significantly more housing than would otherwise be allowed to assist the City in making progress on the housing production goals and combats the housing affordability crisis.

Challenge(s)

Extending the term increases the time before the properties are required to be developed under the current code.

Budget Impact

No direct budget impacts are expected from this amendment, though eliminating low-density employment and housing types will likely result in a redevelopment that has a greater tax base and development fees than would have otherwise been developed.

Prior Council Review

April 14, 2025 Section 30 Development Code Changes

Action Requested

On Monday, August 4, 2025, authorize the City Manager, or designee, to finalize and execute the second amendment to the Grayrock Pre-Annexation Development Agreement in substantially the form attached.

Staff Contact

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

Attachments:

1. Presentation
2. Resolution
3. Grayrock PADA Amendment



CITY OF
Vancouver
WASHINGTON

Section 30 PADA Second Amendments

Public Hearing

Chad Eiken, Director, CDD

Chim Chune Ko, Real Estate Project Mgr., EP&H

August 4, 2025

Agenda



**Section 30
Background**



**Alternative
Approach to
Improve Use
Outcomes**

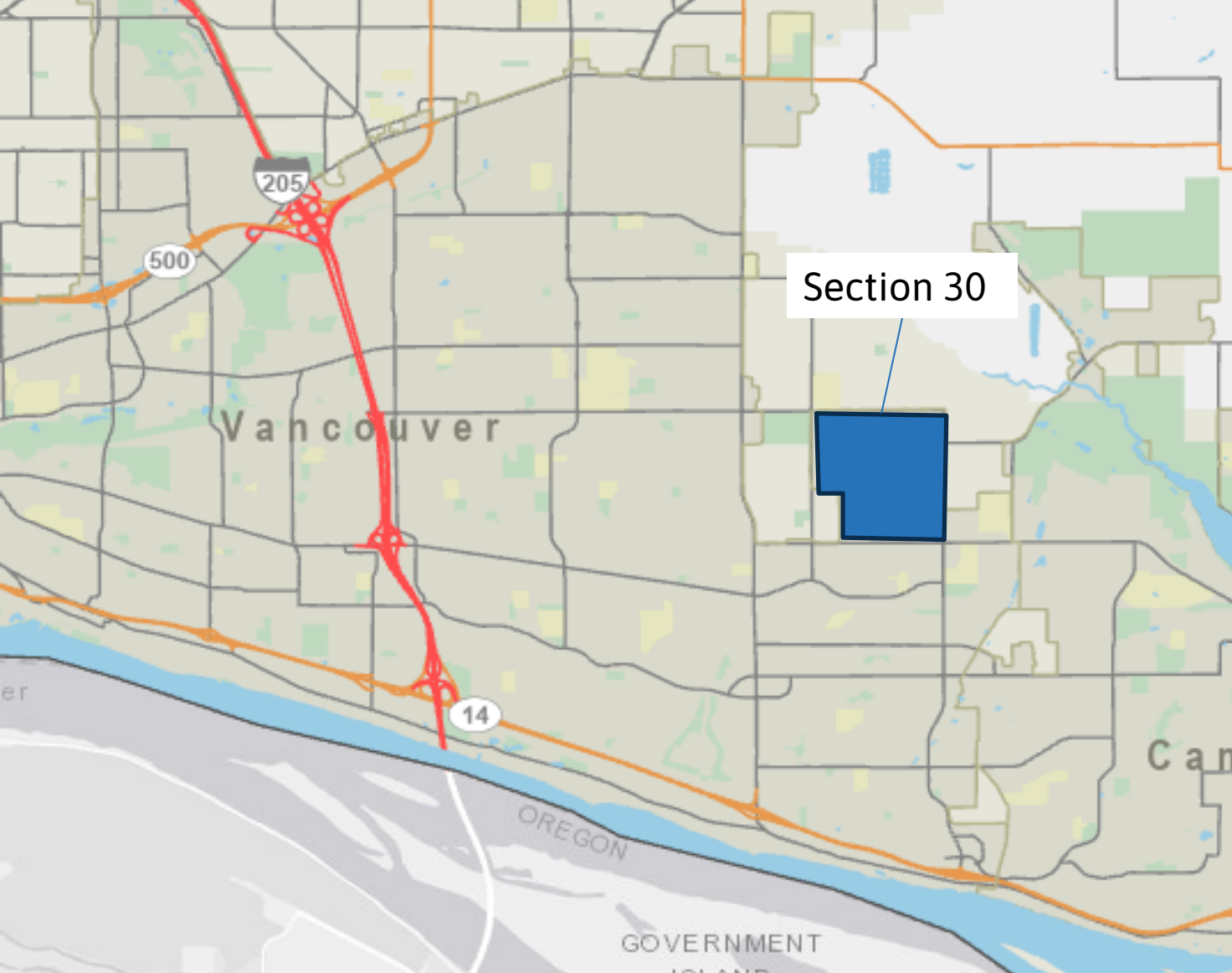


**Review of
Second PADA
Amendment**



Discussion





Background

- Section 30: 508 acres annexed in 2008
- Pre-Annexation D.A.'s (PADAs) allow a wide variety of uses
- Section 30 Subarea Plan and standards adopted in 2009
- City vision: Mixed use employment center



Section 30

Property Ownership





Development Outcomes Uncertain

- Pre-Annexation Development Agreements (PADAs) allow development uses and standards in place prior to annexation
- PADAs expire in 2026
- Property owners have incentive to vest to allowed (pre-annexation) uses prior to expiration of PADAs

Market Context

Delay in development could benefit all parties

- Noticeable deterioration in market conditions for all development types
- Minimal demand for new office and other high job density development
- Increased costs associated with new residential development have dampened interest for high density development especially outside of downtown
- Interest in property acquisition by experienced developers may increase as market conditions improve
- Alternative path for PADA holders would relieve pressure to build uses vested under existing D.A.'s by providing an additional 5 years



PADA Uses of Concern

Development types inconsistent with Section 30 Plan

- Warehouse/distribution
- Single-family detached homes
- Motor vehicle sales/rental
- Motor vehicle servicing/repair
- Self-service storage
- Drive thru
- Bulk Sales
- Concrete mixing and batching
- Car washes
- Aggregate products
- Mining and related uses*
- Asphalt batch plant
- Outdoor Sales*

* Temporary use until start of development





Past Council Direction

- Council workshop on 3/25/24
- Consensus: proposed strategy for extending timelines and providing flexibility with uses, standards should improve development outcomes
- Grayrock and Section 30 Pit D.A.'s amended by Council 6/10/24 – 1 year extension
- Section 30 code updates approved by Council on 4/07/2025



Actions to Date

- Extend PADAs for 1 year initially to allow for code changes and more substantive D.A. amendments (Completed June 2024)
- Code changes that allow for an alternative approach closer to Section 30 vision and better aligned with current City priorities for PADA properties (Completed March 2025)



Revisions in the Second Amendment

- Extend the term of the PADAs by 5 additional years for any property owner who
 - Commits to the alternative path and
 - Forgoes their rights to vested land uses of concern under the PADA and allows for more housing to be built
- Confirm Traffic Impact Fee Credits and what roads are eligible for them
- Reservation of Existing Trips

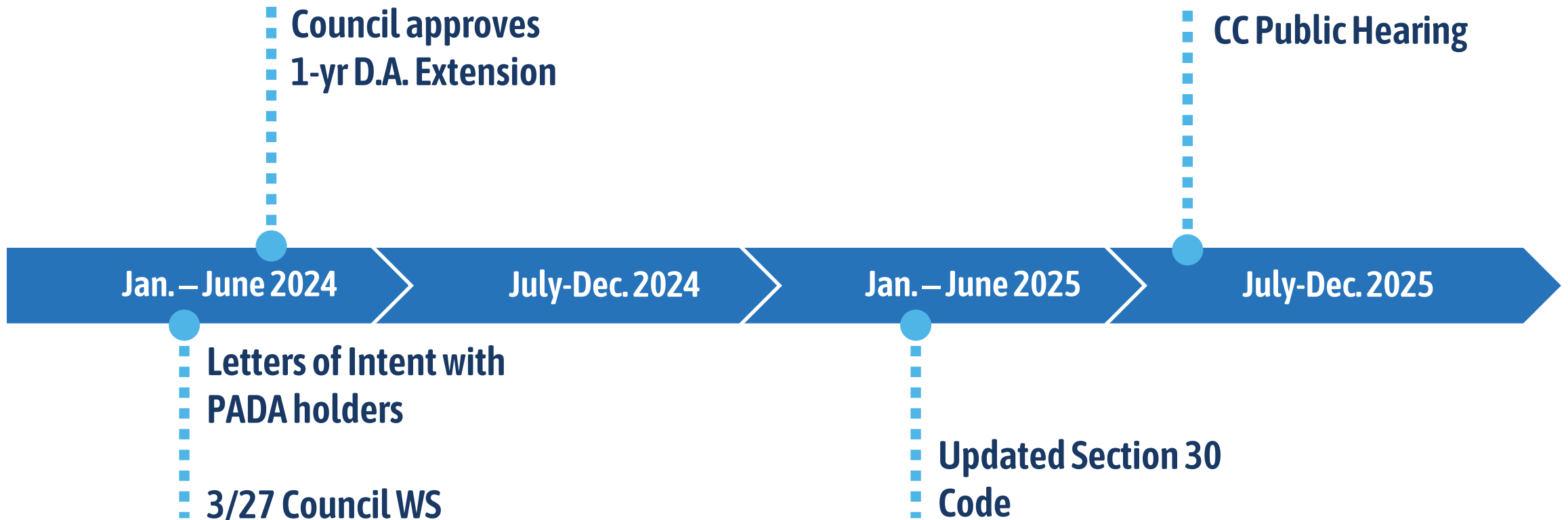


Development Scenarios after 2nd Amendment

PADA Compliant Development	Code Compliant Development	Proposed Alternative Pathway
• Site develops under existing PADA minus disallowed land uses • No more than 30% of site can develop as housing • No master plan or design guidelines	• Property owners allow their PADAs to expire • Sites develop under the Section 30 Code at the time of permit submittal • Scenario unlikely based on conversations with Property owners.	• Disallow the inconsistent uses allowed under the PADA and require higher density in exchange for allowing housing on the entire site. • Added design standards for driveway access and retail streets • Property owners receptive to this scenario



Section 30 Amendments Timeline



Discussion



Thank You



Chad Eiken, Community Development Director
chad.eiken@cityofvancouver.us

Chim Chune Ko, Real Estate Project Manager, EP&H
chimchune.ko@cityofvancouver.us



8/4/2025

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION approving execution of the Grayrock Second Pre-Annexation Development Agreement Amendment.

WHEREAS, effective December 4, 2006, the City of Vancouver (the “City”) entered into a pre-annexation development agreement (Clark County Auditor’s file number 4258050 AGR) with four entities, Columbia Rock and Aggregates, Inc.; Friberg Properties, LLC; Friberg Investments, LLC; and Schmid Family Limited Partnership I, relating to property located in what is commonly referred to as Section 30 (“PADA”); and

WHEREAS, Grayrock Resources LLC (“Grayrock”) is a successor in interest to several original parties to the PADA, and is now a party in interest to the PADA as it applies to the properties owned by Grayrock (the “2006 Grayrock PADA”). City and Grayrock may be referred to as “Parties” in this Second Amendment; and

WHEREAS, the original expiration date for the 2006 Grayrock PADA was December 4, 2026; and

WHEREAS, in a First Amendment to Pre-Annexation Development Agreement, effective July 2, 2024, and recorded under Clark County Auditor’s File No. 6191076 on July 2, 2024, the term of the 2006 Grayrock PADA was changed from 20 years to 21 years, with a new expiration date of December 4, 2027; and

WHEREAS, a significant portion of Section 30 has traditionally been used for surface mining uses and operations, and several Section 30 parcels currently continue these uses. The majority of the prior surface mining activities have ceased, and those properties are in various states of reclamation pursuant to Washington Department of Natural Resources requirements; and

WHEREAS, on July 16, 2008, the City completed an annexation that included Section 30, resulting in the City assuming governmental and regulatory responsibility for Section 30; and

WHEREAS, on October 5, 2009, the City adopted the Section 30 Subarea Plan (“Subarea Plan”), further directing how future development is intended to occur in Section 30; and

WHEREAS, in 2009, the City adopted chapter 20.690 Vancouver Municipal Code (“VMC”), Section 30 Employment Center Plan District, to help guide and regulate development in Section 30; and

WHEREAS, the 2006 Grayrock PADA granted Grayrock certain development rights, and further identified various uses Grayrock’s property would be allowed for redevelopment. The uses contemplated in the 2006 Grayrock PADA are not entirely consistent with the uses contemplated in the adopted Subarea Plan, with Grayrock’s current desires, or with current City goals and priorities; and

WHEREAS, the City and Grayrock have discussed potential changes to the 2006 Grayrock PADA so that the allowed land uses would more closely align with current City goals and priorities and be consistent with Grayrock’s development plans, some of which required amending the Vancouver Municipal Code to achieve one or more of the Parties’ objectives; and

WHEREAS, contemporaneous with consideration of this Second Amendment, City Council amended chapter 20.690 VMC relating to allowable land uses and design requirements for PADA holders in Section 30 so the revised VMC offers an alternative pathway for PADA holders if they choose to give up their vested rights under the PADA and develop property under the VMC, as revised in Ordinance M-4499; and

WHEREAS, the Parties agree it is appropriate to extend the expiration date of the 2006 Grayrock PADA an additional five years, from December 4, 2027 to December 4, 2032 in

exchange for amending the schedule of allowed uses on Grayrock's Properties in Section 30 so they are consistent with chapter 20.690 VMC, as amended.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Findings. The City Council adopts the above recitals and the information in SR _____ as findings.

Section 2. Resolution Title. Approval of Grayrock Second Pre-Annexation Development Agreement Amendment.

Section 3. Authorization. The City Council for the City of Vancouver approves the Grayrock Second Pre-Annexation Development Agreement Amendment, and the City Manager or designee is authorized to finalize and execute the same.

Section 4. Effective Date. This Resolution shall be effective upon adoption.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of _____, 20__.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

LeAnne M. Bremer
Miller Nash LLP
500 Broadway, Suite 400
Vancouver, Washington 98666-0694

Grantor	:	Grayrock Resources, LLC, a Washington limited liability company
Grantee	:	City of Vancouver, Washington, a Washington municipal corporation
Abbreviated Legal	:	NE and SE ¼ Section 30 T2N R3E WM
Assessor's Tax Parcel Nos.	:	176368-000, 176369-000, 176395-000, 176396-000, 176420-000, and 176375-000
Prior Excise Tax No.	:	NA
Other Reference No(s).	:	AFN 4258050; 6191076

SECOND AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

1. **Effective Date:** _____, 2025
2. **Parties:**

GRAYROCK RESOURCES, LLC, a Washington limited liability company (Grayrock); and

CITY OF VANCOUVER, WASHINGTON, a Washington municipal corporation (City).

3. **Recitals:**

3.1 Effective December 4, 2006, the City of Vancouver (the "City") entered into a pre-annexation development agreement (Clark County Auditor's file number 4258050 AGR) with four entities, Columbia Rock and Aggregates, Inc.; Friberg Properties, LLC; Friberg Investments, LLC; and Schmid Family Limited Partnership I, relating to property located in what is commonly referred to as Section 30 ("PADA").

3.2 Grayrock Resources LLC (“Grayrock”) is a successor in interest to several original parties to the PADA and is now a party in interest to the PADA as it applies to the properties owned by Grayrock (the “2006 Grayrock PADA”). City and Grayrock may be referred to as “Parties” in this Second Amendment;

3.3 The expiration date for the 2006 Grayrock PADA was December 4, 2026;

3.4 In a First Amendment to Pre-Annexation Development Agreement, effective July 2, 2024, and recorded under Clark County Auditor’s File No. 6191076 on July 3, 2024, the term of the 2006 Grayrock PADA was changed from 20 years to 21 years, with a new expiration date of December 4, 2027;

3.5 A significant portion of Section 30 has traditionally been used for surface mining uses and operations, and several Section 30 parcels currently continue these uses. The majority of the prior surface mining activities have ceased, and those properties are in various states of reclamation pursuant to Washington Department of Natural Resources requirements;

3.6 On July 16, 2008, the City completed an annexation that included Section 30, resulting in the City assuming governmental and regulatory responsibility for Section 30;

3.7 On October 5, 2009, the City adopted the Section 30 Subarea Plan (“Subarea Plan”), further directing how future development is intended to occur in Section 30;

3.8 In 2009, the City adopted chapter 20.690 Vancouver Municipal Code (“VMC”), Section 30 Employment Center Plan District, to help guide and regulate development in Section 30;

3.9 The 2006 Grayrock PADA granted Grayrock certain development rights, and further identified various uses Grayrock’s property would be allowed for redevelopment. The uses contemplated in the 2006 Grayrock PADA are not entirely consistent with the uses contemplated in the adopted Subarea Plan, with Grayrock’s current desires, or with current City goals and priorities;

3.10 The City and Grayrock have discussed potential changes to the 2006 Grayrock PADA so that the allowed land uses would more closely align with current City goals and priorities and be consistent with Grayrock’s development plans, some of which required amending the Vancouver Municipal Code to achieve one or more of the Parties’ objectives;

3.11 Contemporaneous with consideration of this Second Amendment, City Council amended chapter 20.690 VMC relating to allowable land uses and design requirements for PADA holders in Section 30 so the revised VMC offers an alternative pathway for PADA holders if they choose to give up their vested rights under the PADA and develop property under the VMC, as revised in Ordinance M-4499 and attached as **Exhibit A**;

3.12 The Parties agree it is appropriate to extend the expiration date of the 2006 Grayrock PADA an additional five years, from December 4, 2027 to December 4, 2032 in exchange for amending the schedule of allowed uses on Grayrock's Properties in Section 30 so they are consistent with chapter 20.690 VMC, as amended.

The Parties agrees as follows:

4. **Properties Applicable to this Second Amendment.** This Second Amendment encumbers and applies only to the Grayrock properties in Section 30 known as Tax Parcel Numbers 176368-000, 176369-000, 176395-000, 176396-000, 176420-000, and 176375-000, legally described in **Exhibit B** and incorporated by reference ("Grayrock Properties").

5. **Section 6 of 2006 Grayrock PADA.** Section 6 of the 2006 Grayrock PADA is amended as follows to add the following subsections at the end of Section 6:

6.1.11 Notwithstanding 6.1 through 6.10, above, and 7 through 7.6 below relating to future uses, the Parties agree that the following Uses are prohibited as new development Uses on the Properties:

- Warehouse/distribution;
- Single-family detached homes;
- Motor vehicle sales/rental;
- Motor vehicle servicing/ repair;
- Self-service storage;
- Drive thrus, except within parking structures or buildings;
- Bulk Sales;
- Concrete mixing and batching;
- Car washes;

- Aggregate products;
- Mining and related uses excluding all reclamation activities required by DNR;
- Asphalt batch plant; and
- Outdoor Sales (allowed until completion of DNR required reclamation. Uses such as food trucks, outdoor markets, outdoor retail displays, or similar uses are not included in the restricted uses and are expressly allowed).

6. **Section 7.4 of the 2006 Grayrock PADA.** Section 7.4 of the 2006 Grayrock PADA is amended to add the following at the end of Section 7.4:

7.4 Notwithstanding the above allowances in this Section 7.4, the restriction of residential uses to no more than 30% of the property in the above-referenced documents related to Columbia Tech Center shall not apply to the Properties. In other words, in addition to the Uses, Grayrock may develop up to 100 percent of the Properties for Residential, pursuant to VMC 20.690.

7. **Term.** The term of the 2006 Grayrock PADA shall be 26 years instead of 21 years, with an expiration date of December 4, 2032 (“Expiration Date”). The City will consider in good faith an additional extension to allow Grayrock adequate time to permit and construct the Grayrock Properties as a cohesive development.

8. **Reservation of Existing Trips.** As of the date of this Second Amendment, and according to the Vancouver Section 30 Existing Trip Generation letter dated September 14, 2017, prepared by Kittelson & Associates, Inc., and accepted by City, the number of existing trips reserved to the Grayrock Properties is 79 AM Peak Hour Trips, 67 Midday Peak Hour Trips, 83 PM Peak Hour Trips, and 941 Average Daily Trips set forth in **Exhibit C.**

9. **Proportionate Share Fees.** Grayrock shall be required to pay any applicable proportionate share fees related to transportation improvements that may be authorized by law prior to each final plat approval or building occupancy within property with final site plan approval on a per phase basis for development on the Grayrock Properties.

10. **Election Applicable to Non-Residential Uses.** If Grayrock chooses to apply a Section 30 Urban Neighborhood Overlay on the Properties under the amended chapter 20.690 VMC relating to allowable land uses and design requirements for owners subject to a PADA in Section 30, then Grayrock’s Urban Neighborhood Mixed Use Center shall include a minimum of 30,000 gross square feet of ground floor non-residential uses

within mixed use building(s) and a maximum of 40,000 gross square feet of ground floor non-residential uses within mixed use building(s); provided, however Grayrock may, in its sole discretion, decide that more than 40,000 gross square feet of ground floor non-residential uses may be constructed.

11. **Transportation Impact Fee (TIF) Credits.** City agrees that NE 9th Street, NE 13th Street NE 179th/182nd Avenue, and NE 187th Avenue are collector roadways that are a part of the 2025 Transportation Improvement Plan and are eligible for TIF credits. The projected collector roadways construction costs will exceed TIFs generated for development proposals on the Grayrock Properties, and, accordingly, the City agrees to issue TIF credits prior to any project applications based on the fair market value of any dedication of land for and reasonable documented construction costs acceptable to the City associated with these improvement up to \$30,982,816. In addition to using TIF credits on projects within Grayrock Properties, Grayrock has the right to transfer these TIF credits to other owners and developers for projects not within the Grayrock Properties; however, the transferred TIF credits may only be used in the Cascade TIF District.

12. **Exhibit D.** VMC 20.420.050, included in the attached **Exhibit A**, may apply to development of the Grayrock Properties, at Grayrock's election.

13. **Amendatory.** Except as amended by this Second Amendment, the terms of the 2006 Grayrock PADA and the First Amendment will continue in full force and effect according to its terms. If there is a conflict between a term of this Second Amendment and a term of the 2006 Grayrock PADA, as previously amended, the term of the Second Amendment will control.

This Second Amendment will become effective on the date of the last signature below.

Signatures on following pages

CITY OF VANCOUVER

GRAYROCK RESOURCES, LLC

By: _____
Title: _____

By: _____
Title: _____

Attest:

_____, City Clerk

Approved as to form:

_____, City Attorney

STATE OF WASHINGTON)
 : ss.
County of Clark)

I certify that _____ appeared personally before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Grayrock Resources, LLC 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 FOR WASHINGTON
My Commission Expires: _____

STATE OF WASHINGTON)
 : ss.
County of Clark)

I certify that _____ appeared personally before me and that I know or have satisfactory evidence that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the City of Vancouver 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 FOR WASHINGTON

My Commission Expires: _____

EXHIBIT A

04/07/25

04/14/25

ORDINANCE M-4499

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

WHEREAS, Section 30 is an area of the City previously predominated by mineral extraction uses, and which is in the process of developing away from those uses to more urban uses; and

WHEREAS, the City previously adopted chapter 20.690 VMC, Section 30 Employment Center Plan District, in 2009 to provide vision, goals and policies for how Section 30 land use development would occur, and to “...provide clear objectives for those proposing to develop in Section 30 Plan area; maintain and enhance property values; promote economic provision of public services; and ensure that each development or project fits with its neighbors and within the Subarea.” VMC 20.690.010; and

WHEREAS, the City Council has determined that PADA allowed land uses and processes don’t necessarily reflect the current vision and land use goals of City Council due to changed demographic and economic conditions; and

WHEREAS, the PADAs entered into by various Section 30 owners are nearing the end of their term, however there are mutually beneficial reasons for the City and PADA holders to modify

ORDINANCE - 1
Requires codification

certain terms of the PADAs, including extending the duration of the agreements to ensure that land uses on these properties is both economically beneficial for the owners and helps the City achieve policy goals adopted by City Council; and

WHEREAS, the proposed revisions to chapter 20.690 VMC would provide PADA holders greater flexibility in developing their property in ways better aligned with the City's goals and vision; and

WHEREAS, the Planning Commission considered these proposed changes on February 11, 2025 and recommended that City Council approve the same through its adopted Findings, which are adopted by City Council as part of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Amendment. Vancouver Municipal Code 20.690.030, Allowed Uses, is amended as follows:

20.690.030 Allowed Uses.

A. Development Agreements in existence on the effective date of this ordinance control the uses and development standards of some of the properties in the Plan District. In order to protect the investments made in reliance upon such agreements, improvements made or site plans approved consistent with these agreements shall not be deemed nonconforming.

B. *Zoning designations.* Property within the Plan District is zoned Employment Center Mixed-use (ECX). Additionally, an Urban Neighborhood Overlay that may be located in two areas of the Plan District is established under ~~Chapter VMC~~ 20.690.070 VMC, Section 30 Urban Neighborhood Overlay. The zone designations and overlay enable development in accordance with the adopted policies of the Section 30 Employment Center Plan.

C. Properties with recorded Development Agreements, following the provisions of this Plan District related to allowed uses and development standards is optional. Properties with a Development Agreement shall develop under one of the following choices:

1. Under the provisions for uses and standards determined by the recorded Development Agreements, or

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Requires codification

2. Under the provisions of the zoning code as it exists on the date of application including uses and standards, or

3. Under the provisions for uses determined by the Development Agreements and code standards existing on the date of application, or-

4. Alternative PADA Path. In order to encourage properties with valid pre-annexation development agreements (PADAs) to be developed for higher density mixed use projects, additional flexibility is allowed as stated below. Any standard not modified by this section shall apply as written for applications which utilize the Alternative PADA path:

a. Eligibility. To be eligible for the below alternative approval process and modified development standards, the holder of a PADA shall first obtain City Council approval of a revised development agreement that relinquishes the right to develop their property for the following uses: Warehouse/distribution; motor vehicle sales/rental; motor vehicle servicing/repair; self-service storage; bulk sales; outdoor sales (retail sale of landscaping materials allowed); single family detached residences; asphalt batch plant; car wash; aggregate products (retail rock sales allowed); and mining and related uses post reclamation.

b. Alternative approval process. The PADA Alternative Path shall not require master plan approval. Instead, land use review process shall be a Type II site plan review per the approval criteria of Chapter 20.270 VMC (Site Plan Review) and development standards of 20.690.040 and 20.690.070 as modified herein. Additionally, a proposed division of the property shall require either a Type II (short plat) or Type III (subdivision) approval. In either case, the application must show compliance with the Section 30 Plan District requirements as modified herein.

c. Modifications to Development Standards. Standards and requirements of this chapter shall be modified in VMC 20.690.040 through 20.690.070 as indicated by the statement “[Alternative PADA Path].”

d. The Section 30 Design Guidelines shall not apply to those properties which utilize the Alternative PADA Path.

e. Density within an Urban Neighborhood Overlay development shall be derived by dividing the net buildable area of the subject property (gross area less the total aggregate area for public or private streets and alleys, schools or other public facilities, including but not limited to parks that are accessible to the public) by the applicable lot size or area per unit.

f. The development options identified as an Alternative PADA Path in this subsection 4 may only be utilized under the following conditions:

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Requires codification

1. By a Section 30 property owner that is a party to a valid pre-annexation development agreement with the City; and

2. That Section 30 property owner has executed an Amended PADA with the City between the dates of April 15, 2025 and September 2, 2025.

D. *Master Planning Required.* All development, including properties with an existing Development Agreement shall be subject to the master plan process contained in VMC 20.690.050, Master Planning. Properties applying for an existing use expansion, VMC 20.690.030(E) are exempt from the Master Plan Process. The Planning Official may at his or her discretion exempt or limit master planning process requirements for individual development proposals whose development has no significant area wide infrastructure or land use implications. [Alternative PADA Path: Master plan approval shall not be required.]

E. *Existing use expansion.* Existing uses established before the time of the adoption of the ordinance codified in this section may expand subject to review criteria contained in VMC 20.690.050(C), Review Criteria and Process, and the review procedures contained in Chapter 20.210 VMC, Decision Making Procedures.

F. Mining and related uses are allowed as specified in Chapter 20.540 VMC, Surface Mining Overlay District, and as permitted in Development Agreements.

G. Future urban uses are allowed as specified in Table 20.440.030-1 for the ECX zone.

20.690.040 Development Standards.

Development within the Plan District shall be subject to the development standards contained in VMC 20.440.040 and 20.440.050 except as modified herein. Urban Neighborhood Overlay 3 development is subject to the development standards contained in VMC 20.690.070, Section 30 Urban Neighborhood Overlay. [Alternative PADA Path: Development shall be subject to the development standards in VMC 20.690.070, Section 30 Urban Neighborhood Overlay.]

A. New Heavy Industrial (IH) land uses allowed by recorded Development Agreements shall not abut an existing Urban Neighborhood Overlay development unless separated by a major physical barrier (such as topographic break, collector street, water feature, or open space) that will reduce impacts to any commercial and residential activity.

B. *Maximum Building Heights.* Building heights shall not be restricted within the ECX zoned properties of the Plan District. Refer to the Section 30 Design Guidelines for proposed development along the southwestern quarry slope. [Alternative PADA Path: The Section 30 Design Guidelines shall not apply.]

ORDINANCE - 4
Requires codification

C. Drive-through uses shall be limited to within parking structures or building.

D. Building Setbacks.

1. Any development adjacent to the Principal Arterial streets bordering the Section 30 Plan District shall provide a 20-foot minimum landscaped setback from the back of sidewalk. [Alternative PADA Path: Setbacks for Urban Neighborhood Overlays shall be subject to VMC 20.690.070(D)(4) & 20.690.070(E)(4).]

2. All other street setbacks shall be a landscaped 10-foot maximum from the back of sidewalk. An exception for up to a 20-foot maximum setback shall be allowed for proposed green street features, publicly accessible plazas, or due to topographic constraints. [Alternative PADA Path: Setbacks for Urban Neighborhood Overlays shall be subject to VMC 20.690.070(D)(4) & 20.690.070(E)(4).]

3. New Heavy Industrial uses allowed by recorded Development Agreements shall provide a minimum 10-foot landscaped side and rear set back. Landscape shall include shrubs to form a six-foot-high buffer screen 95 percent opaque year-round.

4. All landscaped setbacks shall at a minimum meet the Section 30 Landscape Design Guidelines. [Alternative PADA Path: The Section 30 Landscape Design Guidelines shall not apply.]

E. Parking spaces provided for individual uses shall be no less than 80 percent of the minimum required indicated in Table 20.945.070-2, and no more than 115 percent to the amount provided in Table 20.945.070-2. The planning official may approve parking beyond the maximum or a parking reduction from the required minimum based on a parking study that justifies the change. Structural parking is permitted subject to the design standards contained in VMC 20.945.060. Structural parking shall count toward the minimum but not the maximum number of parking stalls. [Alternative PADA Path: Parking spaces for individual uses shall be no less than 50 percent of the minimum required as indicated in Table 20.945.070-2. Parking for Urban Neighborhood Overlays shall be subject to VMC 20.690.070(D)(10) & 20.690.070(E)(10).]

F. A shared use path shall be developed along 192nd Avenue and shall be designed at a minimum similarly to the existing shared use path on 192nd Avenue south of SE 1st Street.

G. Roadways and Access.

1. Collector arterial roadway alignment shall be consistent with the conceptual roadway alignments shown in the Section 30 Employment Center Plan document.

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Requires codification

2. Connections to streets that border Section 30 Plan District shall be substantially as shown in the Section 30 Employment Center Plan document.

3. All collector arterial to collector arterial intersections internal to the Plan District (excludes the four surrounding arterials) shall be roundabout intersections. Use of roundabouts for local roadway connections is also encouraged to promote system efficiency and create a unique identity.

4. Traffic calming and context sensitive design shall be incorporated into the design of all internal roadways.

5. The maximum block ~~face~~-length within the Plan District shall be 600 feet generally, and 300 feet in the Urban Neighborhood Overlay areas. [Alternative PADA Path: Multi-use paths of at least 12 feet in width that allow access from the public way into the development may be used to meet maximum block spacing of 600 feet generally in the Plan District and 300 feet generally in the Urban Neighborhood Overlay areas. Such pathways shall provide pedestrian scale lighting. If found to be infeasible due to severe topographic constraints, this overall requirement may be modified by the Planning Official.]

6. All new streets and street improvements shall meet the intent of the Section 30 Design Guidelines.

H. For collector arterial streets, street trees that provide a large, wide canopy shall be selected from the Street Tree Selection List found in Appendix A of the city's Street Tree Manual.

20.690.050 Master Planning. [Alternative PADA Path: This section shall not apply.]

A. *Overall.* An approved Master Plan as described herein is required prior to development in the Plan District in order to ensure development is consistent with the Section 30 Employment Center Plan. Mining activities are expected to continue on portions of this site for several years, but portions may redevelop in the near future. Master plans shall address long term development of the entire Plan District as shown in Figure 20.690-1, and shall include consideration of long term development of the entire plan area, particularly in regard to street and pedestrian connectivity, transitional grades between developments, stormwater management, open space connectivity, utility service and traffic impacts.

B. *Contents.* Master Plans shall address the following:

1. Proposed grading and final elevations for all portions of the site, including transitional grades to adjacent properties.

2. Proposed employment uses, including location, lot size, and floor area ratio for industrial, office and commercial uses.

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Requires codification

3. Proposed residential uses including location, number of dwelling units and density.
4. Proposed location of any Urban Neighborhood Overlay areas governed by VMC 20.690.070.
5. Transportation analysis that:
 - a. Demonstrates consistency with the Section 30 Employment Center Plan and meets the intent of the Section 30 Design Guidelines.
 - b. Includes a map and narrative of the following:
 - i. On site public and private roads, alleys, parking and circulation including, an exhibit of roadway functional classifications, typical section, and design parameters, such as street grades, “green” strategies, and traffic calming for local roadways, bicycle and pedestrian facilities;
 - ii. Future street circulation and connectivity plan covering adjacent properties within 600 feet of subject property;
 - iii. Traffic Analysis and Mitigation plan;
 - iv. Trip Reduction and Transportation Demand Management Plan; and
 - v. Parking Management plan if variance from parking requirements is proposed.
6. Utility and Facility analysis that includes a map and narrative of the following:
 - a. Public sewer, water and stormwater systems, demonstrating consistency with the Section 30 Employment Center Plan;
 - b. Parks, open spaces, plazas, and trails, demonstrating consistency with the Section 30 Employment Center Plan;
 - c. Private utilities – location; and
 - d. Schools, if any.
7. Analysis of impacts to the adjacent properties and mitigation proposed to achieve development envisioned in the Section 30 Employment Center Plan including future

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Requires codification

streets, roundabouts, grading, utility service, site drainage, trails and open space and land use location.

8. Full Site Utilization Plan, refer to VMC 20.690.060.

9. A master landscape plan.

10. Anticipated phasing of development, site ownership, or common management provisions, if any.

11. Provisions for buffering adjacent mining or heavy industrial activities if applicable, at a level of detail sufficient to judge adequacy of buffering from adverse noise, dust and visual impacts. Noise attenuation shall meet standards for maximum permissible environmental noise levels contained in WAC 173-60-040 as adopted or amended for proposed uses.

12. Consistency between the Master Plan and the Section 30 Employment Center Plan and Plan policies.

13. Modification. Modifications to design and development standards may be processed as part of the request for master plan approval if the applicant can demonstrate compliance with the following approval criteria:

a. The modification(s) is warranted given site conditions and/or characteristics of the design; ~~and~~

b. The proposed change meets the intent of the development standards and Section 30 Employment Center Plan and is consistent with the Design Guidelines; ~~and~~

c. The proposed change will not result in a substantial impact to transportation, water, sewer, or storm water management systems; and

d. The proposed change is consistent with the VMC ~~Vancouver Municipal Code~~ and the Vancouver Comprehensive Plan.

C. Review Criteria and Process. Master Plans shall be processed as a Type IV application considered initially by the Planning Commission with final decisions made by the City Council. The Master Plan shall be approved, approved with conditions, or denied upon findings that:

1. The Master Plan implements the Section 30 Employment Center Plan and requirements of this chapter; ~~and~~

2. Impacts from ongoing heavy industrial uses on adjacent properties will be buffered and

ORDINANCE - 8

Requires codification

mitigated~~;~~

3. The Master Plan is consistent with the Section 30 Design Guidelines or proposes standards that will achieve at least equal quality site development; ~~and~~

4. The Master Plan achieves the following objectives:

a. Provides for the potential of more intense urban development in the future and for compatibility between different land uses by meeting VMC 20.690.060, Full Site Utilization Plan requirements~~;~~

b. Provides safe, cohesive and connecting street and sidewalk system that is consistent with the Section 30 Employment Center Plan~~;~~

i. Plans and allows for connections to future development in the entire Plan District~~;~~

ii. Generally meets the future collector street locations and substantially meets connections to streets outside of Section 30 as shown in the Section 30 Employment Center Plan document~~;~~

iii. Provides a logical extension, continuation and interconnection of streets and bike/pedestrian access ways to serve circulation and access needs within the Section 30 Employment Center Plan document and adjoining neighborhoods~~;~~

iv. Provides a multi-directional access and circulation to the street system similar to that provided by a traditional street grid with streets intersecting at 90~~-~~degree angles at regular intervals of 200 to 600 feet~~;~~

v. Provides full multimodal infrastructure and on-site facilities that promote the use of transit, pedestrian, and bike modes, as contemplated in the Section 30 Employment Center Plan; ~~and~~

c. Provides for a cohesive public utility (water, sewer, and stormwater) network that facilitates service to all areas within the Plan District, meets Section 30 Employment Center Plan policies and VMC 20.690.060, Full Size Utilization plan~~;~~

d. Provides for an integrated park/open space and trail network that meets the standards of the currently-adopted Parks, Recreation and Cultural Services Comprehensive Plan~~Vancouver Clark Parks & Recreation Comprehensive Parks, Recreation & Open Space Plan~~ and substantially meets the intent of the Section 30 Employment Center Plan Open Space, Trails and Public Facility policies~~;~~

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e. Provides landscaping that includes trees that will create an attractive community, maximize the use of native plant materials and meet the intent of the Section 30 Design Guidelines;~~;~~

f. Establishes property grades and finished elevations that allow for balanced grade transitions between properties;~~;~~

g. Retaining walls shall meet the intent of Section 30 Design Guidelines;~~;~~

h. Provides for shared parking where feasible; and;

i. Meets SEPA requirement.

D. Master Plan Modification.

1. Process.

a. No Amendment. Development applications, which differ from adopted Master Plans as follows, require no additional review under Title 20 VMC.

i. Changes to phasing, provided proposed development is fully identified in the Full Site Utilization Plan, VMC 20.690.060 in the adopted Master Plan.

ii. Refinement of building footprint, use mix, access, parking and landscaping provided the resulting site plan is consistent with the Full Site Utilization Plan, adopted Master Plan and the Section 30 Design Guidelines.

iii. Changes in the location and design of trails, so long as they are consistent with the adopted Master Plan, the Section 30 Employment Center Plan and Design Guidelines.

iv. Changes to the buffering provided for new development from adverse impacts of ongoing heavy industrial uses on adjacent properties, provided the result is the same or better attenuation of noise and dust and visual impacts.

v. Changes to the location of uses.

b. Type I Review – Changes to the Master Plan design guidelines provided proposed changes are consistent with the Section 30 Employment Center Plan and Design Guidelines and will not compromise the ability to achieve the overall quality of development proposed in the Master Plan.

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c. Type II Review

i. New buildings, so long as the additional development can be accommodated with only minor changes to the transportation, water, sewer, storm drainage systems, or the Full Site Utilization Plan, VMC 20.690.060 in the approved Master Plan.

ii. Significant changes to street locations or capacity.

iii. Significant reduction in the amount of public open space.

d. Type III Review – New buildings that result in the need for a significant change in the transportation, water, sewer, storm drainage systems, or the Full Site Utilization Plan, VMC 20.690.060 in the approved Master Plan.

e. Interpretation. The City ~~of Vancouver~~ retains the authority to assign the appropriate review process where application of this chapter is unclear, or inappropriate given the size of the modification involved.

2. *Modification Approval Criteria.*

a. The proposed change meets the intent of the Section 30 Employment Center Plan and is consistent with the Design Guidelines; ~~and~~

b. The proposed change will not result in a substantial impact to transportation, water, sewer or storm water management systems; ~~and~~

c. The proposed change will not result in adverse impacts to adjacent properties or uses; and

d. The proposed change is consistent with ~~the VMC Vancouver Municipal Code~~ and ~~the~~ Vancouver Comprehensive Plan.

20.690.060 Full Site Utilization Plan. [Alternative PADA Path: This section is not required but may be used, subject to agreed-upon performance timelines of future phases to be stated in a revised development agreement.]

A. Purpose: As Section 30 develops, ~~over the next 20 to 30 years;~~ careful site design can provide opportunities for additional development including additional buildings and structural parking. To fully realize future development opportunities, thoughtful placement of initial buildings and parking areas is essential. A Full Site Utilization Plan (FSUP) creates a vision of how a site can reach full urban center densities through phasing of development over time or through

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demonstrating development potentials by showing a “shadow” plat or site plan of future development.

B. Applicability: All project proposals requiring a Master Plan shall submit an FSUP unless the project proposes urban density equal to or greater than a Floor Area Ratio of one.

C. Submittal Requirements: Show the following using the proposed Master Plan site plan as a base map:

1. Locations of potential future building pads or locations of potential parking structures;~~;~~
2. Locations of potential future street rights-of-way that would create a more urban street grid;~~;~~
3. Narrative describing potential building types, mix of uses, density achievements and vehicle parking requirements; ~~and~~.
4. Anticipated phasing of development and potential site plan submittal timelines.

D. Review Criteria and Process: In reviewing a proposed FSUP, the planning official shall approve the FSUP upon finding that:

1. The FSUP demonstrates a realistic assessment of future building types and sizes, and future parking needs;~~;~~
2. The FSUP provides for realistic areas for future building pads and structured parking facilities;~~;~~
3. The FSUP adequately represents the potential to achieve the street grid and circulation requirements of VMC 20.690.040; ~~and~~.
4. The proposal meets the intent of the Section 30 Design Guidelines. [Alternative PADA Path: The Section 30 Design Guidelines shall not apply.]

20.690.070. Section 30 Urban Neighborhood Overlay (Optional)

A. *Purpose.* The purpose of the Urban Neighborhood Overlay is to allow for the location of mixed use urban activity centers with quality living, shopping and gathering places for those working and living within the Section 30 urban employment center as described in the Section 30 Employment Center Plan vision, goals, and policies. This urban neighborhood balances livability with auto-oriented accessibility and incorporates design features and uses to encourage active pedestrian environments and a sense of community. The provisions of the urban neighborhood overlay shall determine the size, character and location of a proposed urban neighborhood.

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B. *Applicability*. No more than two urban neighborhoods may be proposed and located within the Section 30 Plan District boundary, Figure 20.690-1. The general locations of the overlays depicted in the Section 30 Employment Center Plan document are conceptual. The Urban Neighborhood Overlay is applicable to the entire area shown on Figure 20.690-1. [Alternative PADA Path: The number of UNOs may exceed two if the minimum residential density is 22 units per net acre for any residential or mixed use project in more than two UNOs areas.]

C. *Urban Neighborhood Form*. The urban neighborhood includes both a mixed use center and an adjacent residential area that is master planned as a cohesive whole. Each urban neighborhood shall be no larger than 50 acres and include no less than 850 housing units. If the minimum average density is not achieved at the outset, the required FSUP included with the Master Plan shall demonstrate how the density can ultimately and realistically be achieved. A variety of unit types shall be provided. The urban neighborhood shall be organized around a commercial and public activity center with traditional neighborhood patterns and design. [Alternative PADA Path: Urban neighborhoods may exceed 50 acres provided the minimum residential density is 22 units per net acre for any residential or mixed use project on property outside of the first 50 acres. Units provided in the first 50 acres which are in excess of the minimum 18 units per net acre density may be applied toward the minimum 22 units per net acre density outside of the first 50 acres. The required minimum 850 housing units to be provided in an urban neighborhood shall not apply, as the minimum number of housing units in an urban neighborhood is dictated by the required minimum density.]

1. *Urban Neighborhood Mixed Use Center*. This area is the organizing element and activity center for the urban neighborhood. The mixed use center is built around a focal point, whether it is a main street, or an amenity such as a plaza, a park or a lake. Multi-story mixed use buildings with commercial or office uses on the ground floor and housing above reinforce the center's character. A minimum of 15 percent of the total urban neighborhood housing units shall be located in the mixed use center. [Alternative PADA Path: Residential uses in the Urban Neighborhood Mixed Use Center shall be allowed on the ground floor of multi-family and mixed use buildings unless fronting on a main commercial street within a designated urban mixed use center. Additionally, if at least one Urban Neighborhood Mixed Use Center is approved, other UNOs areas may be proposed as Urban Neighborhood Residential Areas without a mixed use center and the minimum 15 percent requirement shall not apply.]

2. *Urban Neighborhood Residential Area*. This area is organized around the neighborhood mixed use center and includes a mix of housing and densities achieving an average minimum net density of 18 units an acre. A maximum of 85 percent of all housing units shall be substantially clustered within one-quarter mile of the urban neighborhood mixed use center. The one-quarter mile shall be measured in a straight line from the outer boundaries of the neighborhood to the nearest boundary of the mixed use center.

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[Alternative PADA Path: A minimum of 50 percent of residential units shall be substantially clustered within 1/2 mile of the urban mixed use center.]

3. Future Urban Uses are allowed as specified in Table 20.430.030 for the MX zone with the following exceptions:

- a. Footnotes 2 and 6, subject to provisions of the Mixed Use zone district does not apply instead the future urban uses allowed within a designated Section 30 Urban Neighborhood Overlay are subject to provisions of this chapter.
- b. Colleges, as defined in Chapter 20.160 VMC, Use Classifications, are prohibited.
- c. Emergency Services, as defined in Chapter 20.160 VMC, Use Classifications, require a conditional use permit governed by Chapter 20.245 VMC, Conditional Uses.
- d. Medical Centers as defined in Chapter 20.160 VMC, Use Classifications, are prohibited.
- e. Religious Institutions as defined in Chapter 20.160 VMC, Use Classifications, require a conditional use permit governed by Chapter 20.245 VMC, Conditional Uses.
- f. Commercial Lodging limited to bed and breakfast establishments, subject to the provisions in Chapter 20.830 VMC and lodging establishments with no more than 50 rooms as defined in Chapter 20.160 VMC, Use Classifications.
- g. Bulk Sales as defined in Chapter 20.160 VMC, Use Classifications, is prohibited.
- h. Non-Accessory parking surface lots as defined in Chapter 20.160 VMC, Uses Classifications, are prohibited. Non-accessory parking structures are permitted.
- i. All uses under Industrial heading, as defined in Chapter 20.160 VMC, Use Classifications, are prohibited.
- j. Heliports, as defined in Chapter 20.160 VMC, Uses Classifications, are prohibited.
- k. Wireless Communication Facilities are permitted subject to the provisions of VMC 20.890.060(B), Higher-density Residential Districts.

4. No more than 50 percent of the total square footage envisioned by the Master Plan for any one major use type (commercial, office or residential) can be granted site plan approval

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until site plan approval is provided for at least 25 percent of the total square footage of all remaining use types envisioned in the Master Plan. This requirement may be waived by the planning official, if the applicant provides a security or other form of binding assurance that the remaining major use types contemplated in the Master Plan will be built. [Alternative PADA Path: This requirement is waived to allow market conditions to dictate the timing of the various uses.]

D. Development Standards – Urban Neighborhood Mixed Use Center(s). [Alternative PADA Path: This section shall not apply to an UNO that is permitted without a mixed use center pursuant to VMC 20.690.070(C)(1).]

1. Urban Center Focal Point.

a. Urban Neighborhood Mixed Use Centers shall be organized around a focal point, which could include a main street, town square, plaza, park, or water feature consistent with the Section 30 Urban Employment Center Plan.

b. When a linear Main Street acts as the Mixed-use Center’s focal point both sides of the street shall include a mix of uses with 75 percent of the uses within vertical mixed-use buildings. [Alternative PADA Path: When a linear Main Street acts as the Mixed-use Center’s focal point, both sides of the street shall include a mix of uses with a minimum of 75 percent of the uses within vertical mixed-use buildings. This requirement is specific to the gross square footage of uses within buildings. Any proposed focal point that is not a main street shall be a minimum of 10,000 square feet in area with no dimension less than 80 feet.]

2. Density.

a. An average minimum of 18 units per net acre as measured by total number of residential units divided by the net site acreage of the Urban Neighborhood Overlay area.

b. Residential uses are not allowed on the ground floor. [Alternative PADA Path: Residential uses shall be allowed on the ground floor of multi-family and mixed use buildings unless fronting on a main commercial street within a designated urban mixed use center.]

3. Building Height.

a. Mixed-use buildings shall be at least 30 feet in height and shall include a minimum of two usable stories.

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b. Ground floor spaces shall be designed to accommodate active pedestrian uses and shall have a minimum floor to ceiling height of 15 feet. [Alternative PADA Path: Ground floor spaces shall be designed to accommodate active pedestrian uses and shall have a minimum floor to ceiling height of 14 feet. This requirement shall only apply in buildings with ground floor commercial uses that front an Urban Center Focal Point.]

c. Maximum building heights shall not be restricted provided architectural methods are applied to reduce the building scale and mass of at least the first three floors (including ground floor). [Alternative PADA Path: The architectural methods shall not apply.]

4. *Building Setbacks.*

a. All new construction along the street frontages shall extend to the edge of the street right-of-way line for the first two stories. Exception may be given when a public open space such as a courtyard or plaza is provided. [Alternative PADA Path: Buildings not fronting on the main commercial street in the urban mixed use center may be set back from the right-of-way line a maximum of 10 feet provided such setback is landscaped, however buildings may be set back further than 10 feet to accommodate topography, street geometry, curved property lines, or similar if the intent of this section is met.]

b. Mixed use buildings facing the Urban Center focal point shall comprise 75 percent of the street frontage. Parking garages where the ground floor is commercial or office uses may be counted for this requirement. [Alternative PADA Path: The length of mixed use building facades facing a public plaza or park with frontage on the main retail street may be counted toward the 75 percent frontage requirement]

5. *Building Orientation.*

a. At least one fully functional and visibly identifiable public entrance shall be provided along a street frontage. Buildings organized around a courtyard may feature entrances facing the courtyard provided there is a clear pedestrian access between the courtyard and the street.

b. Service entrances shall be in the rear of the buildings.

6. *Rain Protection.* [Alternative PADA Path: Rain protection features shall be provided pursuant to the standard but may cover only Urban Center Focal Point-facing ground floor windows, where impervious surfaces abut them, and building entrances.]

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- a. Rain protection shall be provided on buildings facing the Urban Center focal point.
- b. Rain protection features shall provide cover of at least six feet in depth over the sidewalk or other surfaced pedestrian way, but shall not extend closer than two feet to the curb line.
- c. Rain protection features on each building shall be designed to abut or adjoin rain protection features provided or to be provided on adjacent buildings along the same street frontage to the greatest extent possible to ensure a continuous protected pedestrian walkway.

7. Building Form and Appearance.

- a. Blank walls in excess of 15 lineal feet along sidewalks or other pedestrian areas are not permitted. [Alternative PADA Path: Section 20.690.070(D)(7)(a). shall only apply to walls facing the Urban Center Focal Point.]
- b. Transparent windows/doors shall be provided along at least 75 percent of the ground floor façades and the base of the windows shall be between one and three vertical feet above the ground or sidewalk. [Alternative PADA Path: Section 20.690.070(D)(7)(b). The blank wall standards regarding windows shall not apply.]

8. Buffering and Landscaping.

- a. All setback areas shall be landscaped consistent with the Section 30 Design Guidelines or developed as hardscape plazas. [Alternative PADA Path: All setback areas shall be landscaped or developed as hardscape plazas. The Section 30 Design Guidelines shall not apply.]
- b. Street trees that provide a medium to large, wide canopy over the streets of the Mixed-use Center shall be selected from the Street Tree Selection List found in Appendix A of the Street Tree Manual.

9. Streets and Access.

- a. Context Sensitive Design
 - i. The block face length shall be at most 300 feet. [Alternative PADA Path: Multi-use paths of at least 12 feet in width that allow access from the public way into the development may be used to meet maximum block spacing of 300 feet in the Urban Neighborhood Mixed Use Center. Such pathways shall provide pedestrian scale lighting. If found to be infeasible due to

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severe topographic constraints, this overall requirement may be modified by the planning official.]

ii. All sidewalks shall be at least 12 feet wide. [Alternative PADA Path: Sidewalks shall be at least 10 feet wide.]

iii. The street(s) facing or as a part of the focal point of the Mixed-use Center shall include pedestrian amenities such as benches, special plantings, artwork.

iv. Street Lighting. Pedestrian scale street lighting shall be used to meet minimum lighting standards.

b. Traffic Calming measures to achieve average automobile travel speeds of 25 miles per hour or lower are required as follows:

i. The main commercial street shall be constructed with raised concrete intersections, or

ii. Equivalent traffic calming measures shall be constructed that may include some combination of:

- A. Curb extensions to provide short pedestrian crossing distances.
- B. Raised crosswalks.
- C. Concrete or brick pavers for intersection pedestrian crossings.
- D. Speed cushions.
- E. Narrow travel lanes.
- F. On-street parking.

c. Access

i. Vehicular access to off-street parking behind or within buildings, and to loading docks and service areas shall be through public or private alleys. If structural parking is provided access may be located on the street frontage.

[Alternative PADA Path: Vehicular access to off-street parking behind or within buildings may also be via a driveway.]

ii. Direct driveway access to the surrounding arterials, SE 1st Street, NE 192nd Avenue, NE 18th Street, and NE 172nd Avenue shall be prohibited.

10. *Parking.*

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- a. Parking spaces provided for individual uses shall be no less than 60 percent of the minimum required indicated in Table 20.945.070-2, and no more than 115 percent to the amount provided in Table 20.945.070-2. The planning official may approve parking beyond the maximum or a parking reduction from the required minimum based on a parking study that justifies the need. [Alternative PADA Path: Section 20.690.070(D)(10)(a). Parking spaces for individual uses may be no less than 50 percent of the minimum required indicated in Table 20.945.070-2.]
- b. On-street parking spaces immediately, adjoining a property may be counted towards a development's overall parking requirement.
- c. Structural parking shall count toward minimum but not the maximum number of parking stalls. [Alternative PADA Path: Tuck-under parking is considered structural parking.]
- d. Joint parking and parking for mixed use projects shall be governed by VMC 20.945.030(B) and (C).
- e. Off-street parking shall be located to the rear of buildings. [Alternative PADA Path: Off-street parking is generally prohibited between buildings and the main commercial street frontages.]
- f. Parking shall meet the Section 30 Design Guidelines. [Alternative PADA Path: Section 20.690.070(D)(10)(f). Section 30 Design Guidelines shall not apply to parking.]

E. Development Standards – Urban Neighborhood Residential Area(s). – Development within the Urban Neighborhood Residential Area(s) shall be subject to the development standards contained in VMC 20.420.050 for the R-22 zone unless modified as follows. [Alternative PADA - Path: To encourage a variety of housing types, the minimum lot area shall be 770 square feet; the minimum lot width shall be 14 feet, and the maximum lot coverage shall be 82 percent.]

1. *Density and Location of Uses.* An average minimum density of 18 units a net acre, as measured by total number of residential units divided by the net site acreage of the Urban Neighborhood Overlay area shall be provided. [Alternative PADA Path: As provided in 20.690.070(C), if a UNOS is proposed to be larger than 50 acres, the minimum density inside of 50 acres shall be 18 units per net acre, and residential projects outside of the 50 acres shall provide a minimum density of 22 units per net acre.]

2. *Open Space for Residential Uses.* Private open space at a minimum of 100 square feet per dwelling unit shall be provided and shall meet the Section 30 Design Guidelines. [Alternative PADA Path: The requirement for private open space may be waived for

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residential units that are within 1/4 mile of a public park. The Section 30 Design Guidelines shall not apply.]

3. *Building Height.* Maximum building heights shall not be restricted provided architectural methods are applied to reduce the building scale and mass of at least the first three floors (including ground floor). [Alternative PADA Path: The above architectural methods shall not apply.]

4. *Building Setbacks.*

a. Urban Neighborhood Residential area boundary abutting the ECX zoned area outside of the overlay boundary shall provide a minimum 20-foot landscaped setback that meets the intent of the Design Guidelines. [Alternative PADA Path: Does not apply when abutting existing or planned parks and/or residential uses that are compatible with the Urban Neighborhood Residential Area; in other cases may be a 10-foot landscaped setback area but without having to meet the intent of the Design Guidelines.]

b. Street frontage setbacks shall be provided with a 10-foot minimum and 20-foot maximum and meet the intent of the Design Guidelines. [Alternative PADA Path: Buildings shall be set back a minimum of five feet and may be set back further than 20 feet to accommodate topography, street geometry, curved property lines, or similar if the intent of this section is met. The Section 30 Design Guidelines shall not apply.]

5. *Building Orientation.*

a. At least one fully functional and visibly identifiable public entrance shall be provided along a street frontage with an exception for buildings organized around a courtyard or plaza with entrances facing the courtyard/plaza provided there is a clear pedestrian access between the courtyard/plaza and the street. [Alternative PADA Path: This requirement shall not apply so long as a five-foot wide sidewalk is provided adjacent to each building which connects the main entrance(s) of each building to the public right-of-way.]

b. Buildings that are visible from the street shall be oriented to face the street. [Alternative PADA Path: Buildings along a street shall be oriented to face the street, or a pedestrian route, plaza, park or similar.]

c. Service entrances shall be in the rear of the buildings.

6. *Building Form and Appearance.* Building form and appearance shall be consistent with Section 30 Design Guidelines. [Alternative PADA Path: This section shall not apply.]

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7. *Landscaping and Fencing.* [Alternative PADA Path: This section shall not apply.]

- a. A minimum four-foot-wide landscape strip shall be provided between garage entrances along the alley applicable for both free standing and attached garages.
- b. Landscaping and fencing shall be consistent with the Section 30 Design Guidelines. [Alternative PADA Path: The Section 30 Design Guidelines shall not apply.]

8. *Street Lighting.* Pedestrian scale street lighting shall be used to meet minimum lighting standards.

9. *Streets and Access.*

- a. Vehicular access to off-street parking including garages behind or within buildings, and to service areas shall be through public or private alleys. One access driveway to the alley per block may be provided. [Alternative PADA Path: Vehicular access to off-street parking may also be via a driveway and City staff may approve more than one access driveway per block if the intent of chapter 20.690 VMC is met. Vehicular access to the front of a building may be allowed where topography makes rear-loaded structures impractical.]
- b. Direct driveway access to the surrounding arterials, SE 1st Street, NE 192nd Avenue, NE 18th Street, and NE 172nd Avenue shall be prohibited.
- c. The maximum block face length within the Urban Neighborhood Overlay shall be 300 feet. [Alternative PADA Path: Multi-use paths of at least 12 feet in width that allow access from the public way into the development may be used to meet maximum block spacing of 300 feet generally in the Urban Neighborhood Overlay areas. Such pathways shall provide pedestrian scale lighting. If found to be infeasible due to severe topographic constraints, this overall requirement may be modified by the planning official.]

10. *Parking.*

- a. Parking spaces provided for individual uses shall meet the requirements of Table 20.945.070-1. The planning official may approve a parking reduction based on VMC 20.945.070(E). In addition to the reductions allowed in VMC 20.945.070(E), further reductions may be allowed for motorcycle/scooter parking spaces (four feet by eight feet). For every four motorcycle/scooter parking spaces provided, the number of vehicle parking spaces required may be reduced by one. [Alternative PADA Path: Individual uses shall provide the minimum number of parking spaces

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per Table 20.945.070-1 except as modified elsewhere.]

b. Structural parking shall count toward the minimum but not the maximum number of parking stalls.

c. On street parking spaces immediately, adjoining a property may be counted toward a development's overall parking requirement.

d. Joint parking and parking for mixed use projects shall be governed by VMC 20.945.030(B) and (C).

e. Off-street parking shall be located within or to the rear of buildings. [Alternative PADA Path: Off-street parking is prohibited between buildings and street frontages, except that buildings that do not front on a street or where topography or site constraints limit the practicality of rear-loaded buildings, parking may be allowed in front of or to the side of said buildings.]

F. *Master Planning.* [Alternative PADA Path: This section shall not apply.]

1. *Overall.* Master Plans as described herein are required prior to all development in the Urban Neighborhood Overlay in order to ensure proposed development is consistent with the Section 30 Employment Center Plan. Master plans shall address long term development of the entire Section 30 Employment Plan District as shown in Figure 20.690-1, particularly in regard to street and pedestrian connectivity, transitional grades between developments, stormwater management, open space connectivity, utility services and traffic impacts.

2. *Contents of Submittal.* Master Plans shall include the submittal requirements included in VMC 20.690.050(B) as applicable, with the following additions:

a. *Urban Neighborhood Mixed Use Center.*

i. Location and size of associated land area;

ii. Map and written description of the urban form of the Mixed Use Center's focal point;

iii. Building elevations, including building height;

iv. Identify the number of residential units and density and the square footage of commercial uses.

b. *Urban Neighborhood Residential Area.*

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- i. Location and size of associated land area;
 - ii. Identify the number of residential units and density;
 - iii. Building elevations, including building height;
- c. Street, Access, and Circulation Plan.

3. *Review Criteria and Process.* Master Plans shall be subject to VMC 20.690.050(C), Section 30 Employment Plan District, Master Planning with the following revisions:

- a. The Master Plan implements the Section 30 Employment Center Plan and the requirements of the Urban Neighborhood Overlay;~~;~~
- b. Provides mixed use buildings of commercial, office and residential uses designed around an urban organizing focal point; ~~and~~;
- c. Provides a multi-directional access and circulation to the street system similar to that provided by a traditional street grid with streets intersecting at 90~~_~~ degree angles at regular intervals of 200 to 300 feet, if topography allows.

4. Master Plan Modification. Master Plans shall be subject to VMC 20.690.050(D), Section 30 Employment Plan District, Master Plan Modification.

Section 2. Severability. If any clause, sentence, paragraph, section, or part of this Ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 3. Effective Date. This Ordinance shall be in effect five days after it is recorded.

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Requires codification

SIGNED this 14th day of April, 2025.

DocuSigned by:
Anne McEnerny-Ogle
6C89D9089EC3424...
Anne McEnerny-Ogle, Mayor

Attest:

DocuSigned by:
Natasha Ramras
493E940414AE4BD...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Nena Cook
A17C6F7FA2AC4D4...
Nena Cook, City Attorney

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Requires codification

SECOND AMENDMENT TO PADA - 33

SUMMARY

ORDINANCE M-4499

AN ORDINANCE amending Chapter 20.690 Vancouver Municipal Code, “Section 30 Employment Center Plan District”; adopting legislative findings, clarifying existing language; providing for severability; and setting an effective date. The full text of this Ordinance will be mailed upon request. Contact Vancouver Central Records at (360) 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

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SECOND AMENDMENT TO PADA - 34

EXHIBIT B

EXHIBIT B
LEGAL DESCRIPTION

Parcel Number 176368-000

Being a portion of the Southwest Quarter of the Northwest Quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian, City of Vancouver, Clark County, Washington being more particularly described as follows:

COMMENCING at the southwest corner of the Northwest Quarter of Section 30; thence along the south line of said Northwest Quarter South 89°03'39" East 20.00 feet to the east right-of-way line of NE 172nd Avenue (20.00 feet from centerline); thence along said east right-of-way line (20.00 feet from centerline) North 01°08'41" East 823.02 feet to the POINT OF BEGINNING; thence continuing along said east right-of-way line (20.00 feet from centerline) North 01°08'41" East 457.53 feet to the south line of Parcel II of Auditor's File Number 5121993; thence leaving said east right-of-way line along said south line South 89°08'11" East 430.01 feet to the southeast corner of said Parcel II; thence along the east line of said Parcel II North 01°08'41" East 40.00 feet to the north line of the South half of the Northwest Quarter of Section 30; thence along said north line South 89°08'11" East 435.26 feet; thence leaving said north line South 01°25'08" West 498.68 feet; thence North 89°03'39" West 862.88 feet to the POINT OF BEGINNING.

The above described tract contains 9.49 acres.

Together with and subject to easements and restriction of record.

Adjusted Parcel Number 176369-000

Being a portion of the Northeast Quarter and the Northwest Quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian, City of Vancouver, Clark County, Washington being more particularly described as follows:

COMMENCING at the southwest corner of the Northwest Quarter of Section 30; thence along the south line of said Northwest Quarter South 89°03'39" East 350.00 feet to the **POINT OF BEGINNING**; thence leaving said south line North 01°08'41" East 674.52 feet; thence North 89°03'39" West 330.00 feet to the east right-of-way line of NE 172nd Avenue (20.00 feet from centerline); thence along said east right-of-way line (20.00 feet from centerline) North 01°08'41" East 148.50 feet; thence

leaving said east right-of-way line South 89°03'39" East 862.88 feet; thence North 01°25'08" East 498.68 feet to the north line of the South Half of the Northwest Quarter of Section 30; thence along said north line South 89°08'11" East 870.88 feet; thence leaving said north line North 84°48'00" East 198.57 feet; thence along a curve to the right with a Radius of 1000.00 feet, a Delta of 5°55'03", a Length of 103.28 feet, and a Chord of North 87°45'32" East 103.24 feet; thence South 89°16'57" East 705.46 feet; thence South 00°43'03" West 430.00 feet; thence South 89°16'57" East 162.21 feet; thence South 00°43'03" West 63.00 feet; thence South 89°16'57" East 805.51 feet to the east line of the West Half of the Northeast Quarter of Section 30; thence along said east line South 01°41'09" West 863.22 feet to the south line of the Northeast Quarter of said Section 30; thence along said south line North 89°03'57" West 1322.42 feet to the southwest corner thereof; thence along the south line of the Northwest Quarter of said Section 30 North 89°03'39" West 2052.80 feet to the **POINT OF BEGINNING**.

The above described tract contains 88.18 acres.

Together with and subject to easements and restriction of record

Parcel Number 176395-000

Being a portion of the Southwest Quarter of the Northwest Quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian, City of Vancouver, Clark County, Washington being more particularly described as follows:

COMMENCING at the southwest corner of the Northwest Quarter of Section 30; thence along the south line of said Northwest Quarter South 89°03'39" East 20.00 feet to the east right-of-way line of NE 172nd Avenue (20.00 feet from centerline); thence along said east right-of-way line (20.00 feet from centerline) North 01°08'41" East 330.00 feet to the POINT OF BEGINNING; thence continuing along said east right-of-way line (20.00 feet from centerline) North 01°08'41" East 344.52 feet; thence leaving said east right-of-way line South 89°03'39" East 330.00 feet; thence South 01°08'41" West 344.52 feet; thence North 89°03'39" West 330.00 feet to the POINT OF BEGINNING.

The above described tract contains 2.61 acres.

Together with and subject to easements and restriction of record.

Parcel Number 176396-000

Being a portion of the Southwest Quarter of the Northwest Quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian, City of Vancouver, Clark County, Washington being more particularly described as follows:

COMMENCING at the southwest corner of the Northwest Quarter of Section 30; thence along the south line of said Northwest Quarter South 89°03'39" East 20.00 feet to the east right-of-way line of NE 172nd Avenue (20.00 feet from centerline) and POINT OF BEGINNING; thence along said east right-of-way line (20.00 feet from centerline) North 01°08'41" East 330.00 feet; thence leaving said east right-of-way line South 89°03'39" East 330.00 feet; thence South 01°08'41" West 330.00 feet to the south line of the Northwest Quarter of Section 30; thence along said south line North 89°03'39" West 330.00 feet to the POINT OF BEGINNING.

The above described tract contains 2.50 acres.

Together with and subject to easements and restriction of record.

**Parcel No. 176420-000 Legal Description
(per Auditor's File No. 4219033)**

PARCEL I:

BEGINNING 396 feet South of the Northeast corner of the Northeast quarter of the Southeast quarter of Section 30, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington; said point being the Southeast corner of that parcel conveyed to Clark County, Washington, under Auditor's File No. C 83153, Book 201, page 587, records of Clark County, Washington, and the True Point of Beginning; thence West along said South line 660 feet, more or less, to the Southwest corner of said Clark County parcel; thence North along the West line of said Clark County parcel to the North line of the Southeast quarter of said Section 30; thence West along the North line to the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 30; thence South 990 feet, more or less, to the North line of that parcel conveyed to Roy E. English under Auditor's File No. D 10115, Book 218, Page 159, records of Clark County, Washington; thence East along said North line 860 feet; thence North 264 feet to an inner corner; thence East 460 feet, more or less, to the East line of said section; thence North to the True Point of Beginning.

EXCEPT the North 30 feet thereof conveyed to Clark County, Washington by deed

recorded under Auditor's File No. E 42928, Book 298, Page 346;

AND EXCEPT that portion lying within N.E. 192nd Avenue.

**Parcel No. 176375-000 Legal Description
(per Auditor's File No. 4219033)**

PARCEL II:

BEGINNING 396 feet South of the Northeast corner of the Northeast quarter of the Southeast quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington; running thence West 660 feet; thence North 396 feet; thence West 660 feet; thence South 990 feet; thence East 1320 feet; thence North 594 feet to the point of beginning.

EXCEPT that portion deeded to Columbia Rock and Aggregate Co., by deed recorded under Auditor's File No. 8611120283 and No. 8705120142, records of Clark County, Washington, described as follows:

BEGINNING 396 feet South of the Northeast corner of the Northeast quarter of the Southeast quarter of Section 30, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington; said point being the Southeast corner of that parcel conveyed to Clark County, Washington, under Auditor's File No. C 83153, Book 201, page 587, records of Clark County, Washington, and the True Point of Beginning; thence West along said South line 660 feet, more or less, to the Southwest corner of said Clark County parcel; thence North along the West line of said Clark County parcel to the North line of the Southeast quarter of said Section 30; thence West along the North line to the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 30; thence South 990 feet, more or less, to the North line of that parcel conveyed to Roy E. English under Auditor's File No. D 10115, Book 218, Page 159, records of Clark County, Washington; thence East along said North line 860 feet; thence North 264 feet to an inner corner; thence East 460 feet, more or less, to the East line of said section; thence North to the True Point of Beginning.

EXCEPT the North 30 feet thereof conveyed to Clark County, Washington by deed recorded under Auditor's File No. E 42928, Book 298, Page 346;

AND EXCEPT that portion lying within N.E. 192nd Avenue.

EXHIBIT C



KITTELSON & ASSOCIATES, INC.

TRANSPORTATION ENGINEERING / PLANNING

610 SW Alder Street, Suite 700, Portland, OR 97205 P 503.228.5230 F 503.273.8169

September 14, 2017

Project #: 21853

Ryan Lopossa, PE
City of Vancouver Public Works
Engineering Services Building
4500 SE Columbia Way
P.O. Box 1995
Vancouver, WA 98668-1995

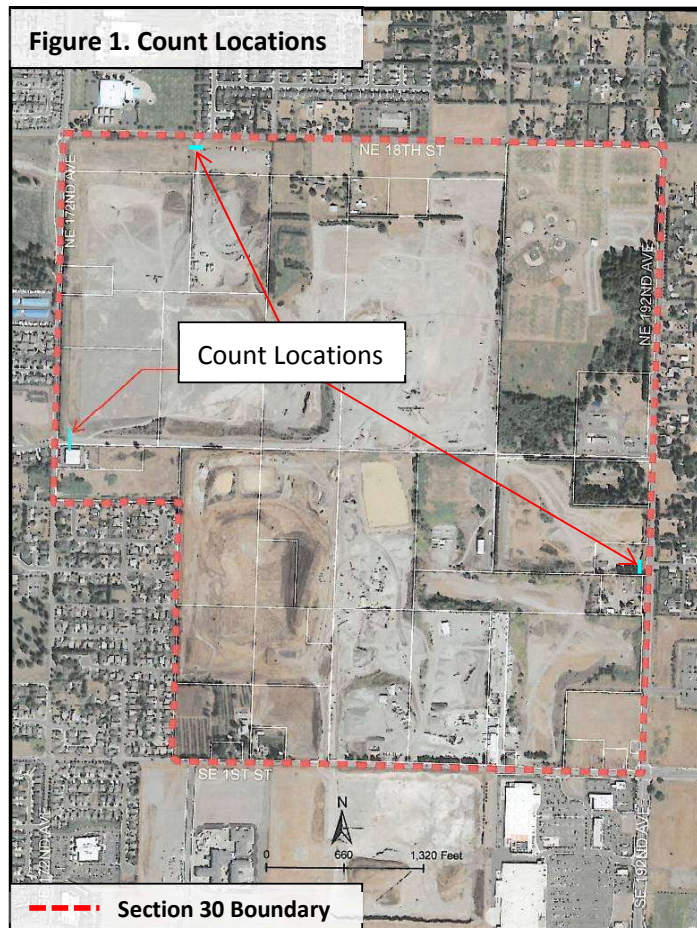
RE: Vancouver Section 30 Existing Trip Generation

Mr. Lopossa,

The purpose of this letter is to summarize the existing trip generation for the Rotschy Inc. and Tapani properties located within the Section 30 site in Vancouver, Washington. This letter identifies the weekday AM, midday, and PM peak hour trips, as well as the weekday daily trips associated with each of the individual properties.

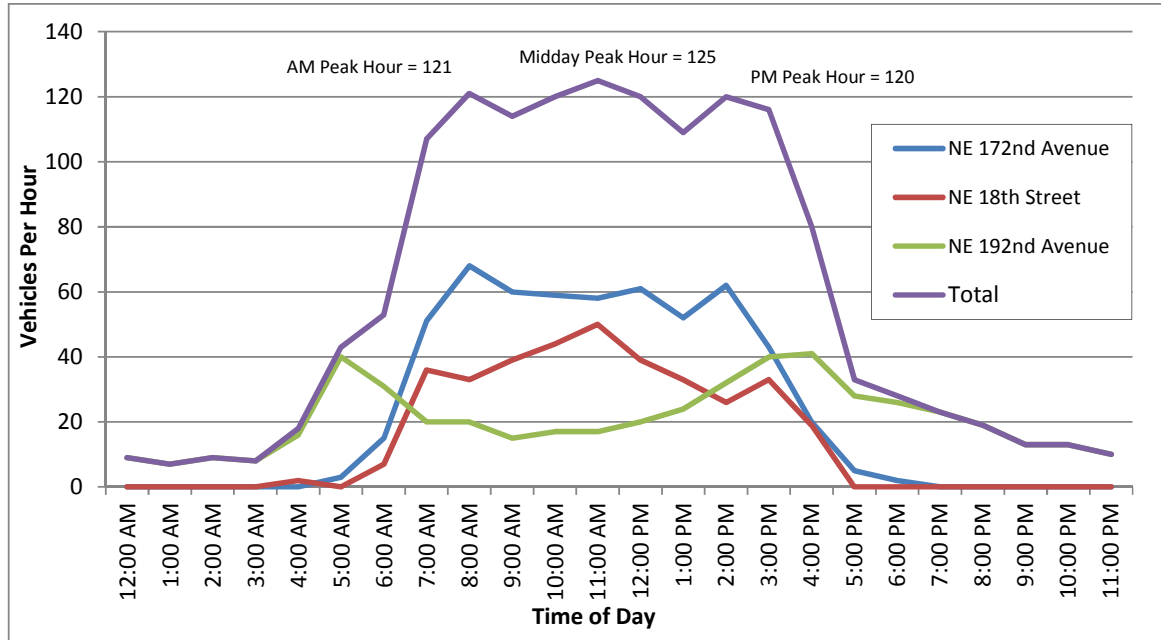
Weekday peak hour and daily trips were determined based on tube and manual video counts collected at the site access driveways at the following three locations as shown in **Figure 1**: on the west side of the property at NE 172nd Avenue, on the north side of the property at NE 18th Street, and on the east side of the property at NE 192nd Avenue. Tube counts were collected over three consecutive mid-weekdays in August 2016 (NE 172nd Avenue and NE 192nd Avenue) and August 2017 (NE 18th Street). The raw count data files are included as **Attachment 1**.

Figure 2 on the following page summarizes the average weekday daily traffic volume profile experienced at the site during the three-day data



collection. Site activity generally begins at 5:00 AM and continues until 5:00 PM. As shown, the average weekday AM peak hour occurs from 8:00 - 9:00 AM, the average weekday midday peak hour occurs from 11:00 AM-12:00 PM and the average weekday PM peak hour occurs from 2:00 - 3:00 PM.

Figure 2. Average Weekday Trips by Hour



Given the mix of vehicle classifications and speeds present at all three site access driveways, the August 2016 tube counts at the NE 172nd Avenue and NE 192nd Avenue locations were manually verified by using video recordings of traffic over a sample of eight hour-long periods. The results are summarized below in **Table 1**.

Table 1. Trip Generation Adjustment for August 2016 Counts

Location	Hour	Tube Count	Manual Verification	% Difference
NE 172 nd Avenue	8:00 - 9:00 AM	69	58	-16%
	10:00 - 11:00 AM	68	66	-3%
	3:00 - 4:00 PM	52	45	-13%
	4:00 - 5:00 PM	19	17	-11%
NE 192 nd Avenue	8:00 - 9:00 AM	40	31	-22%
	10:00 - 11:00 AM	28	22	-21%
	3:00 - 4:00 PM	36	36	0%
	4:00 - 5:00 PM	34	32	-6%
Total		346	307	-11%

In general, the manual verification using video shows an overrepresentation of traffic volume in the tube count data, which could be expected given the high percentage of heavy vehicles and low

speeds. The manual verification results for the eight sample hours range from 78 percent to 100 percent of the tube count results, with an average difference of approximately 11 percent. Based on these results, the existing trip generation for the site was reduced from the counted tube data by 11 percent for the NE 172nd Avenue and NE 192nd Avenue locations.

For the August 2017 data at the NE 18th Street location, vehicles were manually counted using video recordings of traffic entering and exiting the site driveway.

Table 2 summarizes the trip generation of the site during the three weekday peak hours as well as the daily total.

Table 2. Weekday Site Trip Generation

Time Period	Tube Count				Recommended Trip Generation Value for Concurrency Vesting Purposes			
	NE 172 nd Avenue	NE 18 th Street	NE 192 nd Avenue	Total	NE 172 nd Avenue ¹	NE 18 th Street	NE 192 nd Avenue ¹	Total
AM Peak Hour	68	33	20	121	61	33	18	112
Midday Peak Hour	58	50	17	125	52	50	15	117
PM Peak Hour	62	26	32	120	55	26	28	109
Daily	559	361	498	1,418	498	361	443	1,302

¹ Incorporates the 11 percent reduction as determined from Table 1.

Please call us at (503) 228-5230 if you have any questions regarding the contents of this trip generation letter.

Sincerely,
KITTELSON & ASSOCIATES, INC.



Zachary Horowitz, PE
Senior Engineer

Attachments:

Attachment 1: Tube Count Results

ATTACHMENT 1
TUBE COUNT RESULTS

Type of report: Tube Count - Volume Data

LOCATION: Quarry Dwy west of 192nd Ave SPECIFIC LOCATION: Quarry Dwy west of 192nd Ave CITY/STATE: Portland, WA									
QC JOB #: 13873103 DIRECTION: EB/WB DATE: Aug 09 2016 - Aug 11 2016									
Start Time	Mon	Tue	Wed	Thu	Fri	Average Weekday Hourly Traffic	Sat	Sun	Average Week Hourly Traffic
12:00 AM	8	8	4	16		9			9
1:00 AM	6	6	1	14		7			7
2:00 AM	5	5	9	13		9			9
3:00 AM	3	3	5	17		8			8
4:00 AM	11	11	8	30		16			16
5:00 AM	42	42	36	43		40			40
6:00 AM	22	22	33	39		31			31
7:00 AM	16	16	30	13		20			20
8:00 AM	11	11	40	10		20			20
9:00 AM	12	12	26	8		15			15
10:00 AM	12	12	28	11		17			17
11:00 AM	12	12	33	7		17			17
12:00 PM	23	23	28	9		20			20
1:00 PM	28	28	20	24		24			24
2:00 PM	43	43	27	25		32			32
3:00 PM	47	47	36	36		40			40
4:00 PM	60	60	34	28		41			41
5:00 PM	35	35	19	29		28			28
6:00 PM	23	23	27	27		26			26
7:00 PM	11	11	35	24		23			23
8:00 PM	11	11	25	20		19			19
9:00 PM	7	7	18	14		13			13
10:00 PM	9	9	11	20		13			13
11:00 PM	4	4	14	11		10			10
Day Total	461	461	547	488		498			498
% Weekday Average	92.6%	92.6%	109.8%	98.0%					
% Week Average	92.6%	92.6%	109.8%	98.0%		100.0%			
AM Peak Volume	5:00 AM 42	5:00 AM 42	8:00 AM 40	5:00 AM 43		5:00 AM 40			5:00 AM 40
PM Peak Volume	4:00 PM 60	4:00 PM 60	3:00 PM 36	3:00 PM 36		4:00 PM 41			4:00 PM 41
Comments:									

Report generated on 8/16/2016 3:04 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

LOCATION: NE 9th St east of 172nd Ave SPECIFIC LOCATION: NE 9th St east of 172nd Ave CITY/STATE: Vancouver, WA										QC JOB #: 13873101 DIRECTION: EB/WB DATE: Aug 09 2016 - Aug 11 2016	
Start Time	Mon	Tue	Wed	Thu	Fri	Average Weekday Hourly Traffic	Sat	Sun	Average Week Hourly Traffic	Average Week Profile	
12:00 AM	0	0	0	0	0	0			0		
1:00 AM	0	0	0	0	0	0			0		
2:00 AM	0	0	0	0	0	0			0		
3:00 AM	0	0	0	0	0	0			0		
4:00 AM	0	0	0	1	0	0			0		
5:00 AM	2	3	3	3	3	3			3		
6:00 AM	16	14	14	15	15	15			15		
7:00 AM	55	47	47	50	51	51			51		
8:00 AM	60	69	69	75	68	68			68		
9:00 AM	57	64	64	59	60	60			60		
10:00 AM	44	68	68	66	59	59			59		
11:00 AM	53	57	57	63	58	58			58		
12:00 PM	50	58	58	76	61	61			61		
1:00 PM	51	60	60	45	52	52			52		
2:00 PM	55	59	59	72	62	62			62		
3:00 PM	42	52	52	35	43	43			43		
4:00 PM	22	19	19	19	20	20			20		
5:00 PM	6	6	6	4	5	5			5		
6:00 PM	1	3	3	2	2	2			2		
7:00 PM	1	0	0	0	0	0			0		
8:00 PM	0	0	0	0	0	0			0		
9:00 PM	0	0	0	0	0	0			0		
10:00 PM	0	0	0	0	0	0			0		
11:00 PM	0	0	0	0	0	0			0		
Day Total	515	579	579	585	559	559			559		
% Weekday Average	92.1%	103.6%	104.7%								
% Week Average	92.1%	103.6%	104.7%			100.0%					
AM Peak Volume	60	69	69	75	68	68			8:00 AM 68		
PM Peak Volume	55	60	60	76	62	62			2:00 PM 62		
Comments:											
Report generated on 8/16/2016 3:04 PM											
SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)											

Location: Site Dwy South of NE 18th St

Date: 8/22/2017

Site Code: 14482801

Time	In	Out	Time	In	Out
7:00 AM	0	1	12:00 PM	2	1
7:05 AM	2	0	12:05 PM	1	1
7:10 AM	0	0	12:10 PM	5	3
7:15 AM	0	0	12:15 PM	1	1
7:20 AM	3	1	12:20 PM	3	1
7:25 AM	0	2	12:25 PM	1	1
7:30 AM	3	2	12:30 PM	2	3
7:35 AM	2	1	12:35 PM	2	1
7:40 AM	1	3	12:40 PM	0	2
7:45 AM	2	1	12:45 PM	2	3
7:50 AM	1	1	12:50 PM	1	0
7:55 AM	1	1	12:55 PM	1	0
8:00 AM	2	0	1:00 PM	2	2
8:05 AM	4	2	1:05 PM	0	3
8:10 AM	1	1	1:10 PM	1	2
8:15 AM	1	1	1:15 PM	2	0
8:20 AM	0	4	1:20 PM	1	1
8:25 AM	0	2	1:25 PM	2	2
8:30 AM	1	0	1:30 PM	0	1
8:35 AM	2	0	1:35 PM	2	1
8:40 AM	1	1	1:40 PM	4	2
8:45 AM	2	3	1:45 PM	0	0
8:50 AM	2	2	1:50 PM	1	0
8:55 AM	3	1	1:55 PM	4	3
9:00 AM	1	0	2:00 PM	1	1
9:05 AM	3	1	2:05 PM	0	2
9:10 AM	1	2	2:10 PM	2	4
9:15 AM	1	2	2:15 PM	2	1
9:20 AM	1	2	2:20 PM	0	2
9:25 AM	3	1	2:25 PM	0	0
9:30 AM	1	0	2:30 PM	1	1
9:35 AM	2	2	2:35 PM	2	0
9:40 AM	2	1	2:40 PM	0	1
9:45 AM	1	2	2:45 PM	0	1
9:50 AM	1	1	2:50 PM	0	1
9:55 AM	4	2	2:55 PM	0	0
10:00 AM	1	2	3:00 PM	0	0
10:05 AM	4	1	3:05 PM	2	2
10:10 AM	1	4	3:10 PM	4	1
10:15 AM	2	4	3:15 PM	1	3
10:20 AM	1	2	3:20 PM	2	2
10:25 AM	0	1	3:25 PM	1	1
10:30 AM	2	2	3:30 PM	2	3
10:35 AM	0	0	3:35 PM	1	1
10:40 AM	3	1	3:40 PM	1	3
10:45 AM	2	2	3:45 PM	1	2
10:50 AM	2	2	3:50 PM	0	2
10:55 AM	2	1	3:55 PM	1	0
11:00 AM	2	2	4:00 PM	0	1
11:05 AM	1	2	4:05 PM	0	0
11:10 AM	3	3	4:10 PM	1	0
11:15 AM	4	1	4:15 PM	0	0
11:20 AM	1	1	4:20 PM	4	3
11:25 AM	3	2	4:25 PM	0	0
11:30 AM	2	2	4:30 PM	2	1
11:35 AM	2	0	4:35 PM	2	1
11:40 AM	2	4	4:40 PM	4	2
11:45 AM	2	4	4:45 PM	1	1
11:50 AM	2	6	4:50 PM	0	4
11:55 AM	1	2	4:55 PM	0	2
			TOTALS:	178	180

Location: Site Dwy South of NE 18th St

Date: 8/23/2017

Site Code: 14482802

Time	In	Out	Time	In	Out
7:00 AM	0	1	12:00 PM	1	0
7:05 AM	1	0	12:10 AM	1	0
7:10 AM	0	0	12:10 PM	2	1
7:15 AM	2	1	12:15 PM	2	1
7:20 AM	2	0	12:20 PM	0	3
7:25 AM	2	1	12:25 PM	3	0
7:30 AM	3	1	12:30 PM	1	2
7:35 AM	3	3	12:35 PM	3	1
7:40 AM	4	2	12:40 PM	1	2
7:45 AM	4	2	12:45 PM	3	1
7:50 AM	1	2	12:50 PM	3	3
7:55 AM	3	6	12:55 PM	2	4
8:00 AM	1	4	1:00 PM	1	1
8:05 AM	1	1	1:05 PM	1	3
8:10 AM	0	1	1:10 PM	0	0
8:15 AM	0	1	1:15 PM	1	0
8:20 AM	1	0	1:20 PM	2	0
8:25 AM	1	1	1:25 PM	4	2
8:30 AM	1	1	1:30 PM	0	1
8:35 AM	1	1	1:35 PM	1	3
8:40 AM	1	0	1:40 PM	2	2
8:45 AM	2	1	1:45 PM	0	1
8:50 AM	3	1	1:50 PM	1	1
8:55 AM	3	2	1:55 PM	1	1
9:00 AM	2	4	2:00 PM	1	0
9:05 AM	2	2	2:05 PM	3	1
9:10 AM	2	2	2:10 PM	3	1
9:15 AM	3	0	2:15 PM	2	4
9:20 AM	1	3	2:20 PM	1	4
9:25 AM	1	3	2:25 PM	1	1
9:30 AM	1	2	2:30 PM	0	0
9:35 AM	0	2	2:35 PM	0	1
9:40 AM	1	0	2:40 PM	2	1
9:45 AM	1	2	2:45 PM	0	0
9:50 AM	2	0	2:50 PM	0	1
9:55 AM	3	2	2:55 PM	1	1
10:00 AM	2	1	3:00 PM	2	0
10:05 AM	1	4	3:05 PM	1	2
10:10 AM	1	2	3:10 PM	2	2
10:15 AM	1	1	3:15 PM	2	1
10:20 AM	4	1	3:20 PM	1	2
10:25 AM	0	1	3:25 PM	2	1
10:30 AM	4	2	3:30 PM	1	3
10:35 AM	4	3	3:35 PM	1	0
10:40 AM	1	4	3:40 PM	2	0
10:45 AM	2	2	3:45 PM	1	0
10:50 AM	0	3	3:50 PM	1	0
10:55 AM	1	1	3:55 PM	2	0
11:00 AM	1	0	4:00 PM	0	0
11:05 AM	2	0	4:05 PM	1	0
11:10 AM	2	3	4:10 PM	0	0
11:15 AM	3	2	4:15 PM	0	0
11:20 AM	2	0	4:20 PM	1	0
11:25 AM	2	3	4:25 PM	2	0
11:30 AM	1	3	4:30 PM	3	0
11:35 AM	3	0	4:35 PM	0	0
11:40 AM	6	5	4:40 PM	0	0
11:45 AM	2	0	4:45 PM	1	0
11:50 AM	0	4	4:50 PM	1	0
11:55 AM	0	2	4:55 PM	0	0
			TOTALS:	181	161

EXHIBIT D

20.420.050 Development Standards.

A. *Compliance Required.* All developments must comply with:

1. All of the applicable development standards contained in the underlying zoning district, except where the applicant has obtained variances in accordance with Chapter [20.270](#) VMC, Site Plan Review.
2. All other applicable standards and requirements contained in this title.

B. *Development standards.* Development standards in residential zoning districts are contained in Table 20.420.050-1. These apply to all primary dwellings and accessory buildings on the site. For additional regulations governing accessory buildings, see Chapter [20.902](#) VMC.

Table 20.420.050-1. Development Standards

Standard	R-18	R-22	R-30	R-35	R-50
Minimum Lot Size	1,800 sf ¹	1,500 sf ¹	1,500 sf ¹	1,200 sf ¹	800 sf ¹
Maximum Lot Coverage	50%	50%	55%	60%	70%
Minimum Lot Width	20'	20'	20'	20'	20'
Minimum Lot Depth	50'	50'	60'	60'	60'
Minimum Setbacks					
Front yard	10'	10'	10'	10'	10'
Rear and through lot yard	0' ² / ₅ '	0' ² / ₅ '	0' ² / ₅ '	0' ² / ₅ '	0' ² / ₅ '
Side yard	0' ² / ₅ '	0' ² / ₅ '	0' ² / ₅ '	0' ² / ₅ '	0' ² / ₅ '
Street side yard	10'	10'	10'	10'	5'
Garage/carport from public/private street right-of-way or sidewalk easement	18'	18'	18'	18'	18'
Garage/carport from alley	5' ⁴	5' ⁴	5' ⁴	5' ⁴	5' ⁴
Maximum Height	50'	50'	50'	60'	70'

The Vancouver Municipal Code is current through Ordinance M-4497, passed February 10, 2025.

Table 20.420.050-1. Development Standards

Standard	R-18	R-22	R-30	R-35	R-50
Minimum Landscaping Requirement (percentage of total net area)	10%	10%	10%	10%	10%

- 1** Provided the required residential density is met on an overall project basis.
- 2** See requirements for zero lot line developments pursuant to VMC [20.910.050](#).
- 3** *This footnote has been deleted.*
- 4** There must be a minimum of 20 feet maneuvering space from entrance edge of garage/carport to approved edge of alley.

C. *Institutional development standards.* Institutional uses such as colleges, schools and religious institutions that locate within higher-density residential districts shall comply with the following development standards:

1. For portions of an institutional campus abutting residentially zoned property (not separated by a street):
 - a. Minimum setback: 35 feet.
 - b. Maximum height: 35 feet at the setback increasing one foot for every one foot of additional setback to a maximum of 90 feet.
 - c. Minimum landscaped buffering between the institutional use and residential development: 15 feet.
2. The development standards in subsection [\(C\)\(1\)](#) of this section do not apply to existing buildings.
3. All other development standards on the institutional campus are the same as those in the underlying base zone except as:
 - a. Modified through a variance procedure per the requirements of Chapter [20.290](#) VMC; or
 - b. Established as part of a public facilities master plan procedure per the requirements of Chapter [20.268](#) VMC.

D. *Pedestrian development standards.* The following additional development standards apply for multifamily projects with more than two buildings on a site:

1. Each building in the complex shall have at least one direct pedestrian connection to the street even when separated from the street by an off-street parking lot. This pedestrian access shall be the most direct route between the building's main entrance and the street. Whenever possible, the main pedestrian connection shall not cross a parking lot or driveway.

2. There shall be pedestrian connections among residential buildings and from each residential building to indoor and outdoor communal facilities, e.g., recreation room, swimming pool, and parking lots, carports or garages.
3. The following design standards shall apply to this pedestrian circulation system:
 - a. The circulation system must be hard-surfaced and at least five feet wide.
 - b. Where the system crosses driveways, parking areas or loading areas, the system must be clearly identifiable through the use of striping, elevation changes, speed bumps, different paving material or other similar method.
 - c. Where the pedestrian connection is parallel and adjacent to a parking lot or driveway, the system must be a raised path or be separated from the auto travel lane by a curb, bollards, landscaping or other physical barrier. If the connection also provides access to a parking lot, at least one access ramp from the connection to the parking lot must be provided that meets ADA standards for accessibility for the disabled.
 - d. The on-site circulation system must be lighted to a level sufficient for use by residents and their visitors after dark. Such lighting shall be directed in such a manner to prevent glare into nearby residential units.

E. *(Reserved for future use)*

F. *Criteria for institutions as limited uses.* As noted in Table 20.420.030-1 above, schools, child care centers, and religious institutions are allowed as limited uses in higher-density residential districts if they meet all of the criteria described below. An institution that does not comply with all of these criteria must be reviewed as a conditional use, except for school modular classrooms, which shall be permitted outright.

1. The site contains no more than 12 acres for an elementary school, not to exceed 75,000 gross square feet.
2. The site contains no more than two acres for a religious institution, not to exceed 30,000 gross square feet.
3. The site contains no more than one acre for a child care center, not to exceed 10,000 gross square feet.
4. The site takes its primary access from a street with no less than a minor arterial designation.
5. If a religious institution also has a private elementary school, the total development shall not exceed 60,000 gross square feet and seven acres.

G. *Criteria for Placement of Manufactured Homes.*

1. *General Provisions.*

The Vancouver Municipal Code is current through Ordinance M-4497, passed February 10, 2025.

- a. Manufactured homes are permitted on individual lots in the R-18 residential zone in accordance with the placement standards as set forth in this section and other provisions which apply to conventionally built dwellings.
- b. Nothing in these provisions shall be interpreted as superseding deeds, covenants, or restrictions which are generally not enforced by the city.
- c. Existing manufactured home developments and manufactured home subdivisions are permitted and are not subject to the provisions of this chapter. An existing manufactured home in a manufactured home development or subdivision may continue to lawfully exist and be replaced or can be relocated either to an approved manufactured home development or an approved manufactured home subdivision.
- d. Except that a manufactured home placed on an individual lot subsequent to the adoption of this ordinance may be relocated as permitted by this title if within five years of the date of the original placement.

2. *Manufactured Home Placement Standards.* All manufactured homes placed within the city of Vancouver shall comply with the following standards:

- a. Manufactured homes must meet the development standards of the base zone unless otherwise noted.
- b. The manufactured home must meet the definition of a “new manufactured home” unless otherwise noted. A new manufactured home means any manufactured home required to be titled under RCW Title [46](#), which was not titled to retail purchaser before July 1, 2005, and was not a “used mobile home” as defined in RCW [82.45.032](#).
- c. The manufactured home must meet the requirements of a “designated manufactured home”; provided, that manufactured homes built to [42](#) U.S.C. §§ [5401](#) through [5403](#) standards (as amended in 2000) must be regulated in the same manner as site-built homes.
- d. The manufactured home must meet the following requirements:
 - i. Is comprised of at least two fully enclosed parallel sections each of not less than 12 feet wide by 36 feet long;
 - ii. Was originally constructed with and now has a composition of wood shake or shingle, coated metal, or similar roof of not less than 3:12 pitch;
 - iii. Has exterior siding similar in appearance to siding materials commonly used on conventional site-built building code single-family residences.
- e. The manufactured home must comply with all local design standards applicable to all other homes within the neighborhood in which the manufactured home is to be located.

The Vancouver Municipal Code is current through Ordinance M-4497, passed February 10, 2025.

f. The manufactured home must be set on a permanent foundation, as specified by the manufacturer, and the space from the bottom of the home to the ground must be enclosed by concrete or an approved concrete product which can be either load-bearing or decorative.

g. The manufactured home must be thermally equivalent to the State Energy Code.

3. *Review and Inspection.*

a. City will review building permit applications and will issue appropriate zoning and building permits and conduct the installation inspection.

b. The Department of Labor and Industries is responsible for inspections including replacement, addition, modification, or removal of any equipment or installation and issuing permits under Chapter [43.22](#) RCW.

H. *Additional Development Standards for Single-Family Homes.*

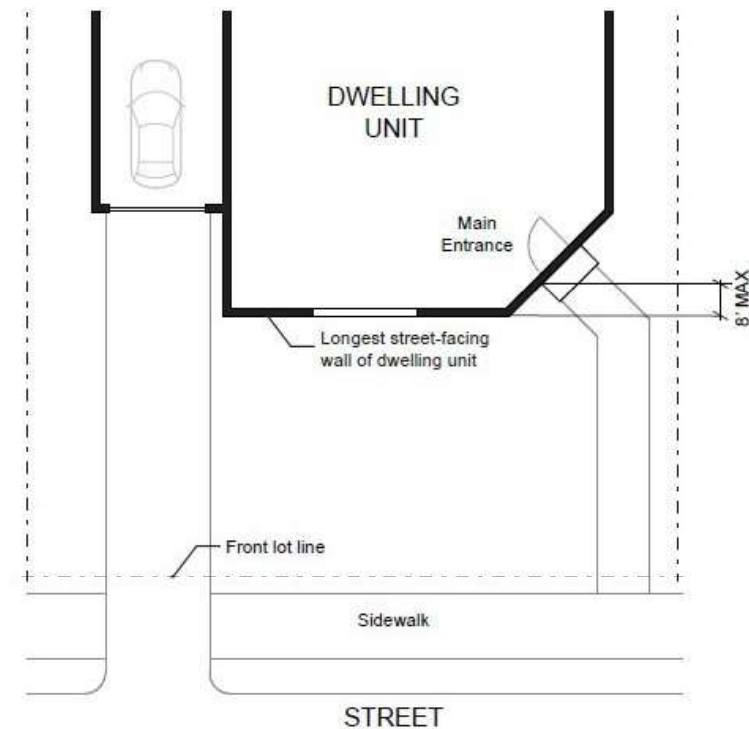
1. *Additional standards for single family home development within the R-18, R-22 and R-30 Zoning Districts.* The following standards are in addition to the requirements in Table 20.420.050-1:

a. *Garages.* The width of the garage door facing the street may be up to 50 percent of the width of the street-facing building façade or 10 feet in length, whichever is greater. Garage limitations do not apply to residential development accessed through rear alleys, or where the garage is located in the rear of the lot.

b. *Main Entrances.* Main entrances shall be visible from the street and must:

i. Have a porch or entry;

ii. Face the street or be oriented at an angle of not more than 45 degrees from the street-facing façade. Corner lot homes may face either street.



c. *Front Façade Variety.* Duplicative front façades of detached single-family structures facing the same street are prohibited. Sufficient differences can be achieved through meeting at least three of the following design features:

- i. Varied or staggered front setbacks, with variations of at least five feet;
- ii. Different building heights, with the two heights varying by at least five feet;
- iii. Varied rooflines such as hipped or pitched roofs;
- iv. Different window opening locations and designs;
- v. Different garage location, configuration, and design.

d. *Alleys.* Where alleys are present, all garages and on-site parking shall be accessible from the alley. In R-17 zones, single-family residential developments shall utilize rear alley loading as follows:

- i. Alleys shall be required for developments on sites of four acres or larger where the proposed average new lot size is less than 3,000 square feet unless the application demonstrates and the planning official agrees that alleys are unfeasible due to significant site constraints such as significant variations in topography, irregular site shape, or presence of natural resource constraints.
- ii. Alleys are encouraged in all other cases.

The Vancouver Municipal Code is current through Ordinance M-4497, passed February 10, 2025.

- e. *Compliance with Narrow Lot Development Standards.* Developments within the R-17 zoning district shall be subject to Chapter [20.927](#) VMC, Narrow Lot Developments, with the exception of VMC [20.927.040\(A\)\(6\)\(d\)](#) garage width standards.
- f. *Location and configuration of driveways.* Driveways shall be located to preserve space for on-street parking by meeting one of the following requirements:
- i. For housing units or developments on corner lots, off-street parking areas shall be accessed on the back façade or located in the rear yard. No off-street parking shall be allowed in the front yard or side yard.
 - ii. Driveways providing access to the front façade must be consolidated for adjacent dwellings.
 - iii. Consolidated driveways shall be tapered (i.e., narrower where they connect to the street and wider at the back of the driveway) to minimize the width of curb cuts and to enhance pedestrian safety.
 - iv. Individual driveways must be separated by at least 20 feet as measured from the edge of the driveway apron.
- g. *Solid Waste Provisions.* The development application shall include a plan for access for solid waste and recycling collection service, indicating common or individual unit collection points with demonstrated access and turning space for solid waste vehicles. (Ord. M-4377 § 2(b), 2022; Ord. M-4289 § 4, 2019; Ord. M-4066 § 5, 2013; ACM dated 12/2/2009, Delete Footnote 3 in Table; Ord. M-3931 § 14, 2009; Ord. M-3730 § 15, 2005; Ord. M-3709 § 8, 2005; Ord. M-3701 § 16, 2005; Ord. M-3663 § 16, 2004; Ord. M-3643, 2004)

The Vancouver Municipal Code is current through Ordinance M-4497, passed February 10, 2025.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofvancouver.us](http://www.cityofvancouver.us)

[City Telephone: \(360\) 487-8711](tel:(360)487-8711)

[Hosted by General Code.](#)

The Vancouver Municipal Code is current through Ordinance M-4497, passed February 10, 2025.

A RESOLUTION approving section 30 PIT, LLC second pre-annexation development agreement amendment.

Staff Report: 168-25

To: Mayor and City Council
From: City Manager
Date: August 4, 2025

Subject

Section 30 PIT, LLC Second Pre-Annexation Development Agreement Amendment

Key Points

- Improves expected redevelopment outcomes for the affected properties.
 - Disallows highly undesirable land uses that are currently allowed under the existing Pre Annexation Development Agreements (PADA).
 - Allows for up to 100% of the property to be developed as housing at a minimum density.
- Extends the effective date of the PADA to allow for a realistic development and construction timeline.

Strategic Plan Alignment

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

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces

Present Situation

Background of Section 30

Section 30 is nearly a square mile in size and is located in the northeast corner of the city, bounded on the north by NE 18th Street, on the south by NE 1st Street, on the west by NE 172nd and 179th Avenues, and on the east by NE 192nd Avenue. It is zoned ECX, Employment Center Mixed Use. Section 30 was annexed into the City in 2008. At the time it was annexed, most of the properties were active rock and gravel mining operations and, except for some related activity, these rock operations have been discontinued. In order to gain the property owners' support for Section 30 being annexed, the City entered into a number of pre-annexation development agreements (also known as PADAs) that provided property owners with rights to continue existing uses and develop their properties for any use that was allowed at the time of annexation, including any uses that were allowed on the Columbia Tech Center (CTC) properties to the south, such as detached single family residential.

In 2009, following annexation, City Council adopted a subarea plan and ECX, Employment Center Mixed Use zoning for Section 30, which envisions a mix of commercial, light industrial and multifamily residential uses – essentially a future employment center with supporting services. The ECX zoning requires that new developments be approved through a Type IV master plan process with final approval by the City Council.

The PADA's for the two largest property holdings were set to expire in 2026 (now 2027), and their owners feel significant pressure to develop their properties under the uses and standards vested in their development agreements. This could result in developments and uses that are wildly inconsistent with the Section 30 Plan, including large warehouses, asphalt batch plants, and even detached single-family residences, which City staff are seeking to avoid in this area. Late in 2023, two properties in Section 30 received approval for uses allowed under the development agreements that would not have been allowed under the current zoning, including a 300-lot detached single-family subdivision and a 450,000 square foot warehouse. Uses which are allowed by the PADA's, but which were identified by staff as potentially problematic include: large warehouses, single-family detached homes, motor vehicle sales/rental, motor vehicle servicing/repair, self-service storage, bulk sales, concrete mixing and batching, car washes, aggregate products, mining and related uses, asphalt batch plant, and outdoor sales. Staff came to the conclusion that, without city intervention, nearly 40% of Section 30 was vulnerable to development for similar uses allowed by the development agreements (D.A.), but which would be inconsistent with city goals.

Staff initiated discussions with the two largest PADA holders that were pursuing development applications to see what, if anything, the City might be able to do to encourage greater density and mix of uses. Representatives of Section 30 PIT, which controls 41 acres, and Grayrock, which controls 214 acres, both said they would be open to exploring an "alternative path" if two things happened: 1) if more time could be provided under their current development agreements to allow for different uses to be considered and approved, and 2) if some flexibility could be provided in regard to the minimum development standards and the required Type IV review process.

Staff discussed the situation with City Council at a March 2024 workshop and, recognizing the urgency of taking action to prevent further incompatible development, Council directed staff to undertake discussions with the two property owners to determine what code changes might provide an alternative path for PADA holders. Council later approved a one-year extension of the Section 30 PIT and Grayrock PADA's on June 10, 2024, to allow time for city staff to discuss possible code amendments with the two key property owners.

Since early 2024, staff from Community Development, Economic Prosperity & Housing and Public Works departments have been meeting regularly with representatives of Section 30 PIT and Grayrock to discuss their plans and ideas for future development and possible changes to the Section 30 Planned District standards that would be needed for them to be willing to give up their development rights to certain uses. Meanwhile, HP, Inc. has begun construction on their 98+ acre office and manufacturing campus in the southern half of Section 30, the City has started construction to lower and widen SE 1st Street to the south, and Grayrock has begun installing streets and utilities to serve the approved 300-lot single-family subdivision in the north-central area of Section 30. HP, Inc. has submitted comments on the proposed text amendments primarily in regard to their interest in ensuring uses that would be compatible with their office and manufacturing campus.

On April 14, 2025, the City Council held a public hearing to consider proposed changes to the Section 30 development standards that would apply to PADA holders and, following public testimony, unanimously approved the proposed code changes.

Summary of Changes in the Second Amendment

The Second Amendment to the Pre-Annexation Development Agreement eliminates several low-density employment and housing uses that were previously allowed that no longer align with the City's vision and allows for the land owner to develop under the recently revised VMC 20.690 Section 30 Employment Center Plan District Code alternative pathway for Pre-Annexation Development Agreement holders. This will ensure efficient land use, and help promote accessible and connected neighborhoods that support vibrant places to work and live.

The amendment includes a 5-year extension to the Pre-Annexation Development Agreement to allow time for landowners to develop their land under the new code. This term extension was deemed necessary due to the amount of land involved and the scale of the redevelopment effort.

In addition to these changes, the amendment includes clarification on how and for what streets Traffic Impact Fees may be used on, and reserves existing car trips for the site which have both been agreed to by Public Works.

Advantage(s)

1. Providing flexibility for PADA holders will result in better land use outcomes, because in exchange for accessing alternative standards, they would forgo their rights to build low-density residential uses and certain low-employment industrial uses.
2. The Amendments are expected to result in significantly more housing than would otherwise be allowed to assist the City in making progress on the housing production goals and combats the housing affordability crisis.

Challenge(s)

Extending the term increases the time before the properties are required to be developed under the current code.

Budget Impact

No direct budget impacts are expected from this amendment, though eliminating low-density employment and housing types will likely result in a redevelopment that has a greater tax base and development fees than would have otherwise been developed.

Prior Council Review

April 14, 2025 Section 30 Development Code Changes

Action Requested

On Monday, August 4, 2025, authorize the City Manager, or designee, to finalize and execute the second amendment to the Section 30 PIT, LLC Pre-Annexation Development Agreement in substantially the form attached.

Staff Contact

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

Attachments:

1. Presentation
2. Resolution
3. Section 30 Pit PADA Amendment



CITY OF
Vancouver
WASHINGTON

Section 30 PADA Second Amendments

Public Hearing

Chad Eiken, Director, CDD

Chim Chune Ko, Real Estate Project Mgr., EP&H

August 4, 2025

Agenda



**Section 30
Background**



**Alternative
Approach to
Improve Use
Outcomes**

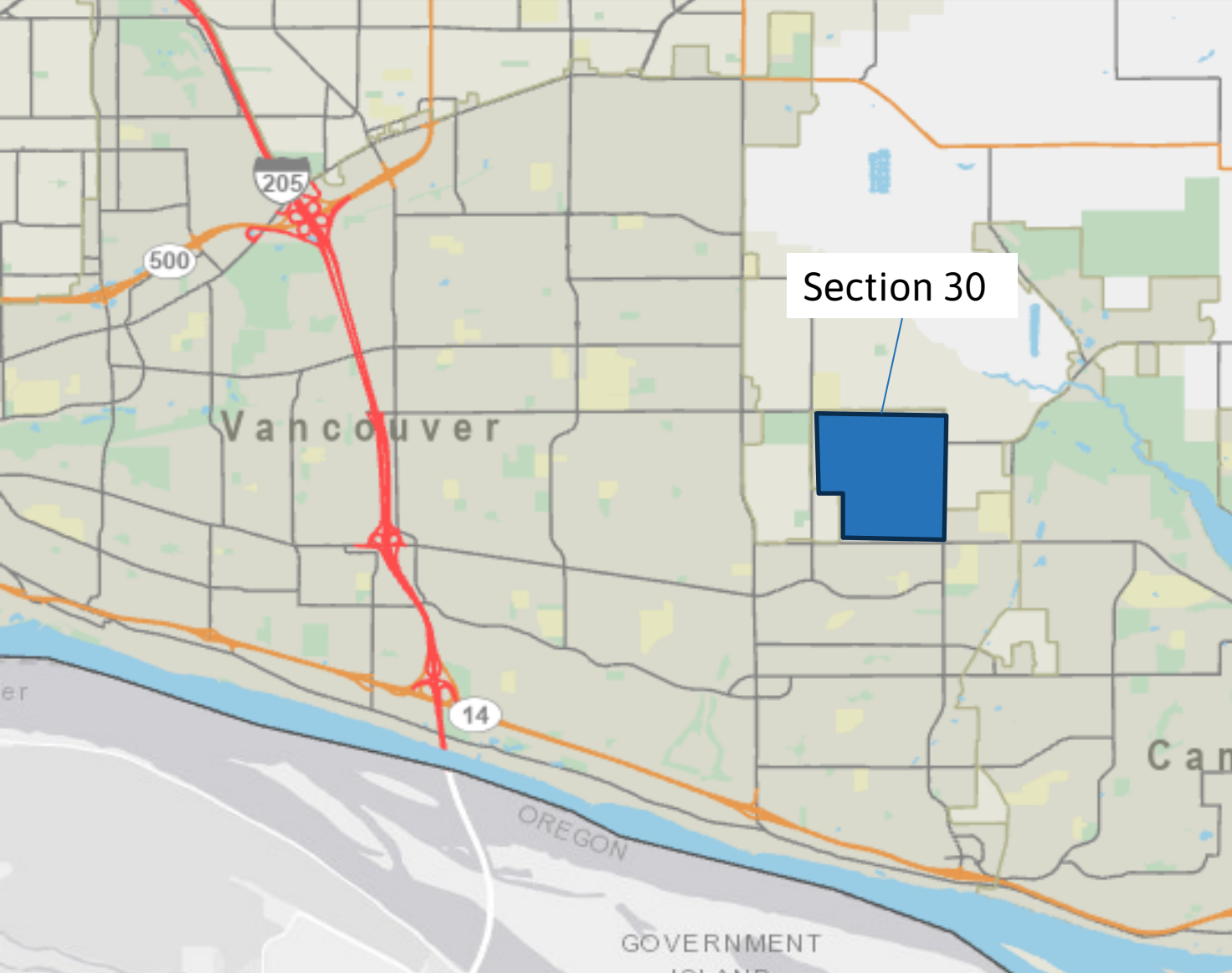


**Review of
Second PADA
Amendment**



Discussion





Background

- Section 30: 508 acres annexed in 2008
- Pre-Annexation D.A.'s (PADAs) allow a wide variety of uses
- Section 30 Subarea Plan and standards adopted in 2009
- City vision: Mixed use employment center



Section 30

Property Ownership





Development Outcomes Uncertain

- Pre-Annexation Development Agreements (PADAs) allow development uses and standards in place prior to annexation
- PADAs expire in 2026
- Property owners have incentive to vest to allowed (pre-annexation) uses prior to expiration of PADAs

Market Context

Delay in development could benefit all parties

- Noticeable deterioration in market conditions for all development types
- Minimal demand for new office and other high job density development
- Increased costs associated with new residential development have dampened interest for high density development especially outside of downtown
- Interest in property acquisition by experienced developers may increase as market conditions improve
- Alternative path for PADA holders would relieve pressure to build uses vested under existing D.A.'s by providing an additional 5 years



PADA Uses of Concern

Development types inconsistent with Section 30 Plan

- Warehouse/distribution
- Single-family detached homes
- Motor vehicle sales/rental
- Motor vehicle servicing/repair
- Self-service storage
- Drive thru
- Bulk Sales
- Concrete mixing and batching
- Car washes
- Aggregate products
- Mining and related uses*
- Asphalt batch plant
- Outdoor Sales*

* Temporary use until start of development





Past Council Direction

- Council workshop on 3/25/24
- Consensus: proposed strategy for extending timelines and providing flexibility with uses, standards should improve development outcomes
- Grayrock and Section 30 Pit D.A.'s amended by Council 6/10/24 – 1 year extension
- Section 30 code updates approved by Council on 4/07/2025



Actions to Date

- Extend PADAs for 1 year initially to allow for code changes and more substantive D.A. amendments (Completed June 2024)
- Code changes that allow for an alternative approach closer to Section 30 vision and better aligned with current City priorities for PADA properties (Completed March 2025)



Revisions in the Second Amendment

- Extend the term of the PADAs by 5 additional years for any property owner who
 - Commits to the alternative path and
 - Forgoes their rights to vested land uses of concern under the PADA and allows for more housing to be built
- Confirm Traffic Impact Fee Credits and what roads are eligible for them
- Reservation of Existing Trips

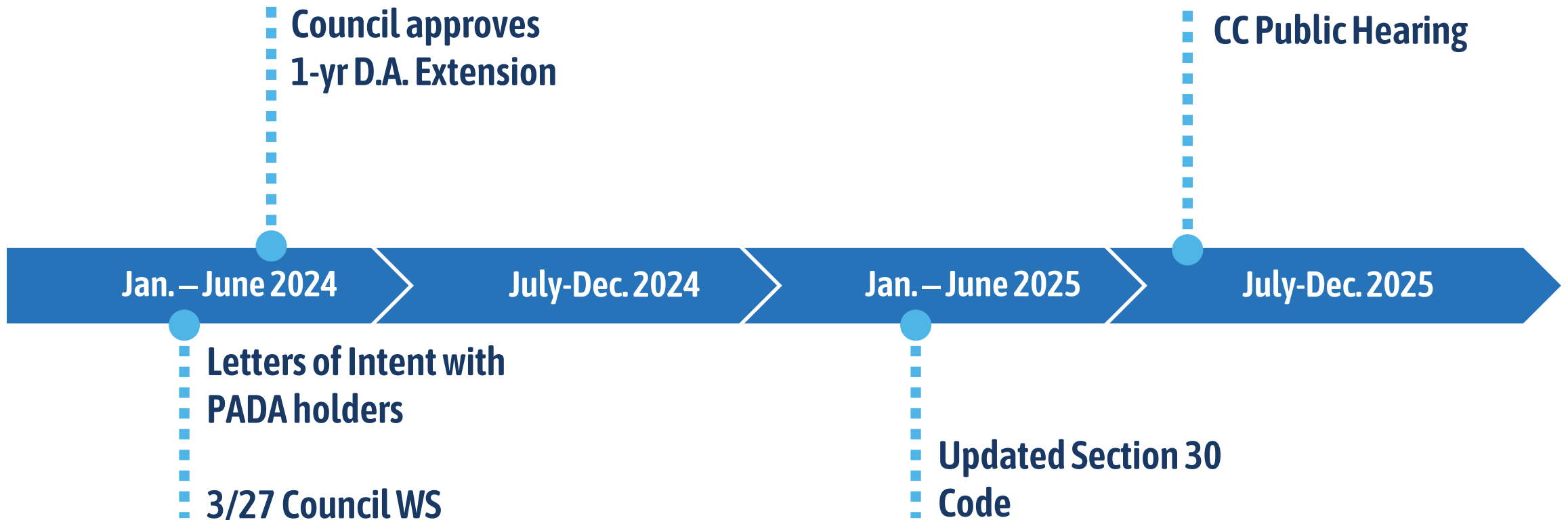


Development Scenarios after 2nd Amendment

PADA Compliant Development	Code Compliant Development	Proposed Alternative Pathway
• Site develops under existing PADA minus disallowed land uses • No more than 30% of site can develop as housing • No master plan or design guidelines	• Property owners allow their PADAs to expire • Sites develop under the Section 30 Code at the time of permit submittal • Scenario unlikely based on conversations with Property owners.	• Disallow the inconsistent uses allowed under the PADA and require higher density in exchange for allowing housing on the entire site. • Added design standards for driveway access and retail streets • Property owners receptive to this scenario



Section 30 Amendments Timeline



Discussion



Thank You



Chad Eiken, Community Development Director
chad.eiken@cityofvancouver.us

Chim Chune Ko, Real Estate Project Manager, EP&H
chimchune.ko@cityofvancouver.us



8/4/2025

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION approving execution of the Section 30 Pit Second Pre-Annexation Development Agreement Amendment.

WHEREAS, effective December 4, 2006, the City of Vancouver (the “City”) entered into a pre-annexation development agreement (Clark County Auditor’s file number 4258050 AGR) with four entities, Columbia Rock and Aggregates, Inc.; Friberg Properties, LLC; Friberg Investments, LLC; and Schmid Family Limited Partnership I, relating to property located in what is commonly referred to as Section 30 (“PADA”); and

WHEREAS, Section 30 Pit Second LLC (“Section 30 Pit”) is a successor in interest to several original parties to the PADA, and is now a party in interest to the PADA as it applies to the properties owned by Section 30 Pit (the “2006 Section 30 Pit PADA”). City and Section 30 Pit may be referred to as “Parties” in this Second Amendment; and

WHEREAS, the original expiration date for the 2006 Section 30 Pit PADA was December 4, 2026; and

WHEREAS, in a First Amendment to Pre-Annexation Development Agreement, effective July 2, 2024, and recorded under Clark County Auditor’s File No. 6191076 on July 3, 2024, the term of the 2006 Section 30 Pit PADA was changed from 20 years to 21 years, with a new expiration date of December 4, 2027; and

WHEREAS, a significant portion of Section 30 has traditionally been used for surface mining uses and operations, and several Section 30 parcels currently continue these uses. The majority of the prior surface mining activities have ceased, and those properties are in various states of reclamation pursuant to Washington Department of Natural Resources requirements; and

WHEREAS, on July 16, 2008, the City completed an annexation that included Section 30, resulting in the City assuming governmental and regulatory responsibility for Section 30; and

WHEREAS, on October 5, 2009, the City adopted the Section 30 Subarea Plan (“Subarea Plan”), further directing how future development is intended to occur in Section 30; and

WHEREAS, in 2009, the City adopted chapter 20.690 Vancouver Municipal Code (“VMC”), Section 30 Employment Center Plan District, to help guide and regulate development in Section 30; and

WHEREAS, the 2006 Section 30 Pit PADA granted Section 30 Pit certain development rights, and further identified various uses Section 30 Pit’s property would be allowed for redevelopment. The uses contemplated in the 2006 Section 30 Pit PADA are not entirely consistent with the uses contemplated in the adopted Subarea Plan, with Section 30 Pit’s current desires, or with current City goals and priorities; and

WHEREAS, the City and Section 30 Pit have discussed potential changes to the 2006 Section 30 Pit PADA so that the allowed land uses would more closely align with current City goals and priorities and be consistent with Section 30 Pit’s development plans, some of which required amending the Vancouver Municipal Code to achieve one or more of the Parties’ objectives; and

WHEREAS, contemporaneous with consideration of this Second Amendment, City Council amended chapter 20.690 VMC relating to allowable land uses and design requirements for PADA holders in Section 30 so the revised VMC offers an alternative pathway for PADA holders if they choose to give up their vested rights under the PADA and develop property under the VMC, as revised in Ordinance M-4499; and

WHEREAS, the Parties agree it is appropriate to extend the expiration date of the 2006 Section 30 Pit PADA an additional five years, from December 4, 2027 to December 4, 2032 in exchange for amending the schedule of allowed uses on Section 30 Pit's Properties in Section 30 so they are consistent with chapter 20.690 VMC, as amended.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Findings. The City Council adopts the above recitals and the information in SR as findings.

Section 2. Resolution Title. Approval of Section 30 Pit Second Pre-Annexation Development Agreement Amendment.

Section 3. Authorization. The City Council for the City of Vancouver approves the Section 30 Pit Second Pre-Annexation Development Agreement Amendment, and the City Manager or designee is authorized to finalize and execute the same.

Section 4. Effective Date. This Resolution shall be effective upon adoption.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of _____, 20__.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

LeAnne M. Bremer
Miller Nash LLP
500 Broadway, Suite 400
Vancouver, Washington 98666-0694

Grantor	:	Section 30 Pit, LLC, a Washington limited liability company
Grantee	:	City of Vancouver, Washington, a Washington municipal corporation
Abbreviated Legal	:	NW ¼ Section 30 T2N R3E WM
Assessor's Tax Parcel Nos.	:	176410-000
Prior Excise Tax No.	:	NA
Other Reference No(s).	:	AFN 4258050; 6191076

SECOND AMENDMENT TO PRE-ANNEXATION AGREEMENT

1. **Effective Date:** _____, 2025
2. **Parties:**

SECTION 30 PIT LLC, a Washington limited liability company (Section 30 Pit); and

CITY OF VANCOUVER, WASHINGTON, a Washington municipal corporation (City).
3. **Recitals:**

3.1 Effective December 4, 2006, the City of Vancouver (the "City") entered into a pre-annexation development agreement (Clark County Auditor's file number 4258050 AGR) with four entities, Columbia Rock and Aggregates, Inc.; Friberg Properties, LLC; Friberg Investments, LLC; and Schmid Family Limited Partnership I, relating to property located in what is commonly referred to as Section 30 ("PADA").

3.2 Section 30 Pit LLC (“Section 30 Pit”) is a successor in interest to several original parties to the PADA and is now a party in interest to the PADA as it applies to the property owned by Section 30 Pit (the “2006 Section 30 Pit PADA”). City and Section 30 Pit may be referred to as “Parties” in this Second Amendment;

3.3 The expiration date for the 2006 Section 30 Pit PADA was December 4, 2026;

3.4 In a First Amendment to Pre-Annexation Development Agreement, effective July 2, 2024, and recorded under Clark County Auditor’s File No. 6191076 on July 3, 2024, the term of the 2006 Section 30 Pit PADA was changed from 20 years to 21 years, with a new expiration date of December 4, 2027;

3.5 A significant portion of Section 30 has traditionally been used for surface mining uses and operations, and several Section 30 parcels currently continue these uses. The majority of the prior surface mining activities have ceased, and those properties are in various states of reclamation pursuant to Washington Department of Natural Resources requirements;

3.6 On July 16, 2008, the City completed an annexation that included Section 30, resulting in the City assuming governmental and regulatory responsibility for Section 30;

3.7 On October 5, 2009, the City adopted the Section 30 Subarea Plan (“Subarea Plan”), further directing how future development is intended to occur in Section 30;

3.8 In 2009, the City adopted chapter 20.690 Vancouver Municipal Code (“VMC”), Section 30 Employment Center Plan District, to help guide and regulate development in Section 30;

3.9 The 2006 Section 30 Pit PADA granted Section 30 Pit certain development rights, and further identified various uses Section 30 Pit’s property would be allowed for redevelopment. The uses contemplated in the 2006 Section 30 Pit PADA are not entirely consistent with the uses contemplated in the adopted Subarea Plan, with Section 30 Pit’s current desires, or with current City goals and priorities;

3.10 The City and Section 30 Pit have discussed potential changes to the 2006 Section 30 Pit PADA so that the allowed land uses would more closely align with current City goals and priorities and be consistent with Section 30 Pit’s development plans, some of which required amending the Vancouver Municipal Code to achieve one or more of the Parties’ objectives;

3.11 Contemporaneous with consideration of this Second Amendment, City Council amended chapter 20.690 VMC relating to allowable land uses and design requirements for PADA holders in Section 30 so the revised VMC offers an alternative pathway for PADA holders if they choose to give up their vested rights under the PADA and develop property under the VMC, as revised in Ordinance M-4499 and attached as **Exhibit A**.

3.12 The Parties agree it is appropriate to extend the expiration date of the 2006 Section 30 Pit PADA an additional five years, from December 4, 2027 to December 4, 2032 in exchange for amending the schedule of allowed uses on Section 30 Pit's Property in Section 30 so they are consistent with chapter 20.690 VMC, as amended.

The Parties agrees as follows:

4. **Property Applicable to this Second Amendment.** This Second Amendment encumbers and applies only to the Section 30 Pit's property in Section 30 known as Tax Parcel Number 176410-000, legally described in **Exhibit B** and incorporated by reference ("Section 30 Pit Property").

5. **Section 6 of 2006 Section 30 Pit PADA.** Section 6 of the 2006 Section 30 Pit PADA is amended as follows to add the following subsections at the end of Section 6:

6.1.11 Notwithstanding 6.1 through 6.10, above, and 7 through 7.6 below relating to future uses, the Parties agree that the following Uses are prohibited as new development Uses on the Section 30 Pit Property defined in Section 4:

- Warehouse/distribution;
- Single-family detached homes;
- Motor vehicle sales/rental;
- Motor vehicle servicing/ repair;
- Self-service storage;
- Drive thrus, except within parking structures or buildings;
- Bulk Sales;
- Concrete mixing and batching;
- Car washes;
- Aggregate products;

- Mining and related uses excluding all reclamation activities required by DNR;
- Asphalt batch plant; and
- Outdoor Sales (allowed until completion of DNR required reclamation. Uses such as food trucks, outdoor markets, outdoor retail displays, or similar uses are not included in the restricted uses and are expressly allowed).

6. **Section 7.4 of the 2006 Section 30 Pit PADA.** Section 7.4 of the 2006 Section 30 Pit PADA is amended to add the following at the end of Section 7.4:

7.4 Notwithstanding the above allowances in this Section 7.4, the restriction of residential uses to no more than 30% of the property in the above-referenced documents related to Columbia Tech Center shall not apply to the Section 30 Pit Property. In other words, in addition to the Uses, the Owners may develop up to 100 percent of the Section 30 Pit Property for Residential, pursuant to VMC 20.690.

7. **Term.** The term of the 2006 Section 30 Pit PADA shall be 26 years instead of 21 years, with an expiration date of December 4, 2032 (“Expiration Date”). The City will consider in good faith an additional extension to allow Section 30 Pit adequate time to permit and construct the Section 30 Pit Property as a cohesive development.

8. **Reservation of Existing Trips.** As of the date of this Second Amendment, and according to the Vancouver Section 30 Existing Trip Generation letter dated September 14, 2017, prepared by Kittelson & Associates, Inc., and accepted by City, the number of existing trips reserved to the Section 30 Pit Property is 33 AM Peak Hour Trips, 50 Midday Peak Hour Trips, 26 PM Peak Hour Trips, and 361 Average Daily Trips set forth in **Exhibit C**.

9. **Proportionate Share Fees.** Section 30 Pit shall be required to pay any applicable proportionate share fees related to transportation improvements that may be authorized by law prior to each final plat approval or building occupancy within property with final site plan approval on a per phase basis for development on the Section 30 Pit Property.

10. **Urban Neighborhood Residential Area.** Section 30 Pit may develop an Urban Neighborhood Residential Area with a minimum density of 18 units per net acre pursuant to VMC 20.690.070. Section 30 Pit may exercise this right prior to the filing or approval of an application by any other owner in Section 30 for an Urban Neighborhood Mixed Use Center in Section 30, and even if other property owners in Section 30 have elected to develop, or have developed, an Urban Neighborhood Mixed Use Center under a Section 30 Urban Neighborhood Overlay.

11. **Transportation Impact Fee (TIF) Credits.** City agrees that NE 13th Street and NE 179th/182nd Avenue are collector roadways that are a part of the 2025 Transportation Improvement Plan and are eligible for TIF credits. The projected collector roadways construction costs will exceed TIFs generated for development proposals on the Section 30 Pit Property, and, accordingly, the City agrees to issue TIF credits prior to any project applications based on the fair market value of any dedication of land for and reasonable documented construction costs acceptable to the City associated with these improvements up to \$14,371,328. In addition to using TIF credits on projects within the Section 30 Pit Property, Section 30 Pit has the right to transfer these TIF credits to other owners and developers for projects not within the Section 30 Pit Property; however, the transferred TIF credits may only be used in the Cascade TIF District.

12. **Exhibit D.** VMC 20.420.050, included in the attached **Exhibit A**, may apply to development of the Section 30 Pit Property, at Section 30 Pit's election.

13. **Amendatory.** Except as amended by this Second Amendment, the terms of the 2006 Section 30 Pit PADA and the First Amendment will continue in full force and effect according to its terms. If there is a conflict between a term of this Second Amendment and a term of the 2006 Section 30 Pit PADA, as previously amended, the term of the Second Amendment will control.

This Second Amendment will become effective on the date of the last signature below.

Signatures on following pages

City of Vancouver

Section 30 Pit, LLC

By: _____
Title: _____

By: _____
Title: _____

Attest:

_____, City Clerk

Approved as to form:

_____, City Attorney

State of Washington)
 : ss.
County of Clark)

I certify that _____ appeared personally before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Section 30 Pit, LLC 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 FOR WASHINGTON
My Commission Expires: _____

State of Washington)
 : ss.
County of Clark)

I certify that _____ appeared personally before me and that I know or have satisfactory evidence that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the City of Vancouver 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 FOR WASHINGTON

My Commission Expires: _____

EXHIBIT A

04/07/25

04/14/25

ORDINANCE M-4499

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

WHEREAS, Section 30 is an area of the City previously predominated by mineral extraction uses, and which is in the process of developing away from those uses to more urban uses; and

WHEREAS, the City previously adopted chapter 20.690 VMC, Section 30 Employment Center Plan District, in 2009 to provide vision, goals and policies for how Section 30 land use development would occur, and to “...provide clear objectives for those proposing to develop in Section 30 Plan area; maintain and enhance property values; promote economic provision of public services; and ensure that each development or project fits with its neighbors and within the Subarea.” VMC 20.690.010; and

WHEREAS, the City Council has determined that PADA allowed land uses and processes don’t necessarily reflect the current vision and land use goals of City Council due to changed demographic and economic conditions; and

WHEREAS, the PADAs entered into by various Section 30 owners are nearing the end of their term, however there are mutually beneficial reasons for the City and PADA holders to modify

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certain terms of the PADAs, including extending the duration of the agreements to ensure that land uses on these properties is both economically beneficial for the owners and helps the City achieve policy goals adopted by City Council; and

WHEREAS, the proposed revisions to chapter 20.690 VMC would provide PADA holders greater flexibility in developing their property in ways better aligned with the City's goals and vision; and

WHEREAS, the Planning Commission considered these proposed changes on February 11, 2025 and recommended that City Council approve the same through its adopted Findings, which are adopted by City Council as part of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Amendment. Vancouver Municipal Code 20.690.030, Allowed Uses, is amended as follows:

20.690.030 Allowed Uses.

A. Development Agreements in existence on the effective date of this ordinance control the uses and development standards of some of the properties in the Plan District. In order to protect the investments made in reliance upon such agreements, improvements made or site plans approved consistent with these agreements shall not be deemed nonconforming.

B. *Zoning designations.* Property within the Plan District is zoned Employment Center Mixed-use (ECX). Additionally, an Urban Neighborhood Overlay that may be located in two areas of the Plan District is established under ~~Chapter VMC~~ 20.690.070 VMC, Section 30 Urban Neighborhood Overlay. The zone designations and overlay enable development in accordance with the adopted policies of the Section 30 Employment Center Plan.

C. Properties with recorded Development Agreements, following the provisions of this Plan District related to allowed uses and development standards is optional. Properties with a Development Agreement shall develop under one of the following choices:

1. Under the provisions for uses and standards determined by the recorded Development Agreements, or

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2. Under the provisions of the zoning code as it exists on the date of application including uses and standards, or

3. Under the provisions for uses determined by the Development Agreements and code standards existing on the date of application, or-

4. Alternative PADA Path. In order to encourage properties with valid pre-annexation development agreements (PADAs) to be developed for higher density mixed use projects, additional flexibility is allowed as stated below. Any standard not modified by this section shall apply as written for applications which utilize the Alternative PADA path:

a. Eligibility. To be eligible for the below alternative approval process and modified development standards, the holder of a PADA shall first obtain City Council approval of a revised development agreement that relinquishes the right to develop their property for the following uses: Warehouse/distribution; motor vehicle sales/rental; motor vehicle servicing/repair; self-service storage; bulk sales; outdoor sales (retail sale of landscaping materials allowed); single family detached residences; asphalt batch plant; car wash; aggregate products (retail rock sales allowed); and mining and related uses post reclamation.

b. Alternative approval process. The PADA Alternative Path shall not require master plan approval. Instead, land use review process shall be a Type II site plan review per the approval criteria of Chapter 20.270 VMC (Site Plan Review) and development standards of 20.690.040 and 20.690.070 as modified herein. Additionally, a proposed division of the property shall require either a Type II (short plat) or Type III (subdivision) approval. In either case, the application must show compliance with the Section 30 Plan District requirements as modified herein.

c. Modifications to Development Standards. Standards and requirements of this chapter shall be modified in VMC 20.690.040 through 20.690.070 as indicated by the statement “[Alternative PADA Path].”

d. The Section 30 Design Guidelines shall not apply to those properties which utilize the Alternative PADA Path.

e. Density within an Urban Neighborhood Overlay development shall be derived by dividing the net buildable area of the subject property (gross area less the total aggregate area for public or private streets and alleys, schools or other public facilities, including but not limited to parks that are accessible to the public) by the applicable lot size or area per unit.

f. The development options identified as an Alternative PADA Path in this subsection 4 may only be utilized under the following conditions:

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1. By a Section 30 property owner that is a party to a valid pre-annexation development agreement with the City; and

2. That Section 30 property owner has executed an Amended PADA with the City between the dates of April 15, 2025 and September 2, 2025.

D. *Master Planning Required.* All development, including properties with an existing Development Agreement shall be subject to the master plan process contained in VMC 20.690.050, Master Planning. Properties applying for an existing use expansion, VMC 20.690.030(E) are exempt from the Master Plan Process. The Planning Official may at his or her discretion exempt or limit master planning process requirements for individual development proposals whose development has no significant area wide infrastructure or land use implications.

[Alternative PADA Path: Master plan approval shall not be required.]

E. *Existing use expansion.* Existing uses established before the time of the adoption of the ordinance codified in this section may expand subject to review criteria contained in VMC 20.690.050(C), Review Criteria and Process, and the review procedures contained in Chapter 20.210 VMC, Decision Making Procedures.

F. Mining and related uses are allowed as specified in Chapter 20.540 VMC, Surface Mining Overlay District, and as permitted in Development Agreements.

G. Future urban uses are allowed as specified in Table 20.440.030-1 for the ECX zone.

20.690.040 Development Standards.

Development within the Plan District shall be subject to the development standards contained in VMC 20.440.040 and 20.440.050 except as modified herein. Urban Neighborhood Overlay 3 development is subject to the development standards contained in VMC 20.690.070, Section 30 Urban Neighborhood Overlay. [Alternative PADA Path: Development shall be subject to the development standards in VMC 20.690.070, Section 30 Urban Neighborhood Overlay.]

A. New Heavy Industrial (IH) land uses allowed by recorded Development Agreements shall not abut an existing Urban Neighborhood Overlay development unless separated by a major physical barrier (such as topographic break, collector street, water feature, or open space) that will reduce impacts to any commercial and residential activity.

B. *Maximum Building Heights.* Building heights shall not be restricted within the ECX zoned properties of the Plan District. Refer to the Section 30 Design Guidelines for proposed development along the southwestern quarry slope. [Alternative PADA Path: The Section 30 Design Guidelines shall not apply.]

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C. Drive-through uses shall be limited to within parking structures or building.

D. *Building Setbacks.*

1. Any development adjacent to the Principal Arterial streets bordering the Section 30 Plan District shall provide a 20-foot minimum landscaped setback from the back of sidewalk.

[Alternative PADA Path: Setbacks for Urban Neighborhood Overlays shall be subject to VMC 20.690.070(D)(4) & 20.690.070(E)(4).]

2. All other street setbacks shall be a landscaped 10-foot maximum from the back of sidewalk. An exception for up to a 20-foot maximum setback shall be allowed for proposed green street features, publicly accessible plazas, or due to topographic constraints.

[Alternative PADA Path: Setbacks for Urban Neighborhood Overlays shall be subject to VMC 20.690.070(D)(4) & 20.690.070(E)(4).]

3. New Heavy Industrial uses allowed by recorded Development Agreements shall provide a minimum 10-foot landscaped side and rear set back. Landscape shall include shrubs to form a six-foot-high buffer screen 95 percent opaque year-round.

4. All landscaped setbacks shall at a minimum meet the Section 30 Landscape Design Guidelines. [Alternative PADA Path: The Section 30 Landscape Design Guidelines shall not apply.]

E. Parking spaces provided for individual uses shall be no less than 80 percent of the minimum required indicated in Table 20.945.070-2, and no more than 115 percent to the amount provided in Table 20.945.070-2. The planning official may approve parking beyond the maximum or a parking reduction from the required minimum based on a parking study that justifies the change. Structural parking is permitted subject to the design standards contained in VMC 20.945.060. Structural parking shall count toward the minimum but not the maximum number of parking stalls.

[Alternative PADA Path: Parking spaces for individual uses shall be no less than 50 percent of the minimum required as indicated in Table 20.945.070-2. Parking for Urban Neighborhood Overlays shall be subject to VMC 20.690.070(D)(10) & 20.690.070(E)(10).]

F. A shared use path shall be developed along 192nd Avenue and shall be designed at a minimum similarly to the existing shared use path on 192nd Avenue south of SE 1st Street.

G. *Roadways and Access.*

1. Collector arterial roadway alignment shall be consistent with the conceptual roadway alignments shown in the Section 30 Employment Center Plan document.

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2. Connections to streets that border Section 30 Plan District shall be substantially as shown in the Section 30 Employment Center Plan document.

3. All collector arterial to collector arterial intersections internal to the Plan District (excludes the four surrounding arterials) shall be roundabout intersections. Use of roundabouts for local roadway connections is also encouraged to promote system efficiency and create a unique identity.

4. Traffic calming and context sensitive design shall be incorporated into the design of all internal roadways.

5. The maximum block ~~face~~ length within the Plan District shall be 600 feet generally, and 300 feet in the Urban Neighborhood Overlay areas. [Alternative PADA Path: Multi-use paths of at least 12 feet in width that allow access from the public way into the development may be used to meet maximum block spacing of 600 feet generally in the Plan District and 300 feet generally in the Urban Neighborhood Overlay areas. Such pathways shall provide pedestrian scale lighting. If found to be infeasible due to severe topographic constraints, this overall requirement may be modified by the Planning Official.]

6. All new streets and street improvements shall meet the intent of the Section 30 Design Guidelines.

H. For collector arterial streets, street trees that provide a large, wide canopy shall be selected from the Street Tree Selection List found in Appendix A of the city's Street Tree Manual.

20.690.050 Master Planning. [Alternative PADA Path: This section shall not apply.]

A. *Overall.* An approved Master Plan as described herein is required prior to development in the Plan District in order to ensure development is consistent with the Section 30 Employment Center Plan. Mining activities are expected to continue on portions of this site for several years, but portions may redevelop in the near future. Master plans shall address long term development of the entire Plan District as shown in Figure 20.690-1, and shall include consideration of long term development of the entire plan area, particularly in regard to street and pedestrian connectivity, transitional grades between developments, stormwater management, open space connectivity, utility service and traffic impacts.

B. *Contents.* Master Plans shall address the following:

1. Proposed grading and final elevations for all portions of the site, including transitional grades to adjacent properties.

2. Proposed employment uses, including location, lot size, and floor area ratio for industrial, office and commercial uses.

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3. Proposed residential uses including location, number of dwelling units and density.

4. Proposed location of any Urban Neighborhood Overlay areas governed by VMC 20.690.070.

5. Transportation analysis that:

a. Demonstrates consistency with the Section 30 Employment Center Plan and meets the intent of the Section 30 Design Guidelines.

b. Includes a map and narrative of the following:

i. On site public and private roads, alleys, parking and circulation including, an exhibit of roadway functional classifications, typical section, and design parameters, such as street grades, “green” strategies, and traffic calming for local roadways, bicycle and pedestrian facilities;

ii. Future street circulation and connectivity plan covering adjacent properties within 600 feet of subject property;

iii. Traffic Analysis and Mitigation plan;

iv. Trip Reduction and Transportation Demand Management Plan; and

v. Parking Management plan if variance from parking requirements is proposed.

6. Utility and Facility analysis that includes a map and narrative of the following:

a. Public sewer, water and stormwater systems, demonstrating consistency with the Section 30 Employment Center Plan;

b. Parks, open spaces, plazas, and trails, demonstrating consistency with the Section 30 Employment Center Plan;

c. Private utilities – location; and

d. Schools, if any.

7. Analysis of impacts to the adjacent properties and mitigation proposed to achieve development envisioned in the Section 30 Employment Center Plan including future

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streets, roundabouts, grading, utility service, site drainage, trails and open space and land use location.

8. Full Site Utilization Plan, refer to VMC 20.690.060.

9. A master landscape plan.

10. Anticipated phasing of development, site ownership, or common management provisions, if any.

11. Provisions for buffering adjacent mining or heavy industrial activities if applicable, at a level of detail sufficient to judge adequacy of buffering from adverse noise, dust and visual impacts. Noise attenuation shall meet standards for maximum permissible environmental noise levels contained in WAC 173-60-040 as adopted or amended for proposed uses.

12. Consistency between the Master Plan and the Section 30 Employment Center Plan and Plan policies.

13. Modification. Modifications to design and development standards may be processed as part of the request for master plan approval if the applicant can demonstrate compliance with the following approval criteria:

a. The modification(s) is warranted given site conditions and/or characteristics of the design; ~~and~~

b. The proposed change meets the intent of the development standards and Section 30 Employment Center Plan and is consistent with the Design Guidelines; ~~and~~

c. The proposed change will not result in a substantial impact to transportation, water, sewer, or storm water management systems; and

d. The proposed change is consistent with the VMC ~~Vancouver Municipal Code~~ and the Vancouver Comprehensive Plan.

C. Review Criteria and Process. Master Plans shall be processed as a Type IV application considered initially by the Planning Commission with final decisions made by the City Council. The Master Plan shall be approved, approved with conditions, or denied upon findings that:

1. The Master Plan implements the Section 30 Employment Center Plan and requirements of this chapter; ~~and~~

2. Impacts from ongoing heavy industrial uses on adjacent properties will be buffered and

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mitigated;:-

3. The Master Plan is consistent with the Section 30 Design Guidelines or proposes standards that will achieve at least equal quality site development; and:-

4. The Master Plan achieves the following objectives:

a. Provides for the potential of more intense urban development in the future and for compatibility between different land uses by meeting VMC 20.690.060, Full Site Utilization Plan requirements;:-

b. Provides safe, cohesive and connecting street and sidewalk system that is consistent with the Section 30 Employment Center Plan;:-

i. Plans and allows for connections to future development in the entire Plan District;:-

ii. Generally meets the future collector street locations and substantially meets connections to streets outside of Section 30 as shown in the Section 30 Employment Center Plan document;:-

iii. Provides a logical extension, continuation and interconnection of streets and bike/pedestrian access ways to serve circulation and access needs within the Section 30 Employment Center Plan document and adjoining neighborhoods;:-

iv. Provides a multi-directional access and circulation to the street system similar to that provided by a traditional street grid with streets intersecting at 90-degree angles at regular intervals of 200 to 600 feet;:-

v. Provides full multimodal infrastructure and on-site facilities that promote the use of transit, pedestrian, and bike modes, as contemplated in the Section 30 Employment Center Plan; and:-

c. Provides for a cohesive public utility (water, sewer, and stormwater) network that facilitates service to all areas within the Plan District, meets Section 30 Employment Center Plan policies and VMC 20.690.060, Full Size Utilization plan;:-

d. Provides for an integrated park/open space and trail network that meets the standards of the currently-adopted Parks, Recreation and Cultural Services Comprehensive Plan~~Vancouver-Clark Parks & Recreation Comprehensive Parks, Recreation & Open Space Plan~~ and substantially meets the intent of the Section 30 Employment Center Plan Open Space, Trails and Public Facility policies;:-

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- e. Provides landscaping that includes trees that will create an attractive community, maximize the use of native plant materials and meet the intent of the Section 30 Design Guidelines~~;~~
- f. Establishes property grades and finished elevations that allow for balanced grade transitions between properties~~;~~
- g. Retaining walls shall meet the intent of Section 30 Design Guidelines~~;~~
- h. Provides for shared parking where feasible; and
- i. Meets SEPA requirement.

D. Master Plan Modification.

1. Process.

- a. No Amendment. Development applications, which differ from adopted Master Plans as follows, require no additional review under Title 20 VMC.
 - i. Changes to phasing, provided proposed development is fully identified in the Full Site Utilization Plan, VMC 20.690.060 in the adopted Master Plan.
 - ii. Refinement of building footprint, use mix, access, parking and landscaping provided the resulting site plan is consistent with the Full Site Utilization Plan, adopted Master Plan and the Section 30 Design Guidelines.
 - iii. Changes in the location and design of trails, so long as they are consistent with the adopted Master Plan, the Section 30 Employment Center Plan and Design Guidelines.
 - iv. Changes to the buffering provided for new development from adverse impacts of ongoing heavy industrial uses on adjacent properties, provided the result is the same or better attenuation of noise and dust and visual impacts.
 - v. Changes to the location of uses.
- b. Type I Review – Changes to the Master Plan design guidelines provided proposed changes are consistent with the Section 30 Employment Center Plan and Design Guidelines and will not compromise the ability to achieve the overall quality of development proposed in the Master Plan.

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c. Type II Review

i. New buildings, so long as the additional development can be accommodated with only minor changes to the transportation, water, sewer, storm drainage systems, or the Full Site Utilization Plan, VMC 20.690.060 in the approved Master Plan.

ii. Significant changes to street locations or capacity.

iii. Significant reduction in the amount of public open space.

d. Type III Review – New buildings that result in the need for a significant change in the transportation, water, sewer, storm drainage systems, or the Full Site Utilization Plan, VMC 20.690.060 in the approved Master Plan.

e. Interpretation. The City ~~of Vancouver~~ retains the authority to assign the appropriate review process where application of this chapter is unclear, or inappropriate given the size of the modification involved.

2. Modification Approval Criteria.

a. The proposed change meets the intent of the Section 30 Employment Center Plan and is consistent with the Design Guidelines; ~~and~~

b. The proposed change will not result in a substantial impact to transportation, water, sewer or storm water management systems; ~~and~~

c. The proposed change will not result in adverse impacts to adjacent properties or uses; and

d. The proposed change is consistent with ~~the VMC Vancouver Municipal Code~~ and the Vancouver Comprehensive Plan.

20.690.060 Full Site Utilization Plan. [Alternative PADA Path: This section is not required but may be used, subject to agreed-upon performance timelines of future phases to be stated in a revised development agreement.]

A. Purpose: As Section 30 develops, ~~over the next 20 to 30 years;~~ careful site design can provide opportunities for additional development including additional buildings and structural parking. To fully realize future development opportunities, thoughtful placement of initial buildings and parking areas is essential. A Full Site Utilization Plan (FSUP) creates a vision of how a site can reach full urban center densities through phasing of development over time or through

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demonstrating development potentials by showing a “shadow” plat or site plan of future development.

B. Applicability: All project proposals requiring a Master Plan shall submit an FSUP unless the project proposes urban density equal to or greater than a Floor Area Ratio of one.

C. Submittal Requirements: Show the following using the proposed Master Plan site plan as a base map:

1. Locations of potential future building pads or locations of potential parking structures;~~;~~
2. Locations of potential future street rights-of-way that would create a more urban street grid;~~;~~
3. Narrative describing potential building types, mix of uses, density achievements and vehicle parking requirements; ~~and~~;
4. Anticipated phasing of development and potential site plan submittal timelines.

D. Review Criteria and Process: In reviewing a proposed FSUP, the planning official shall approve the FSUP upon finding that:

1. The FSUP demonstrates a realistic assessment of future building types and sizes, and future parking needs;~~;~~
2. The FSUP provides for realistic areas for future building pads and structured parking facilities;~~;~~
3. The FSUP adequately represents the potential to achieve the street grid and circulation requirements of VMC 20.690.040; ~~and~~;
4. The proposal meets the intent of the Section 30 Design Guidelines. **[Alternative PADA Path: The Section 30 Design Guidelines shall not apply.]**

20.690.070. Section 30 Urban Neighborhood Overlay (Optional)

A. *Purpose.* The purpose of the Urban Neighborhood Overlay is to allow for the location of mixed use urban activity centers with quality living, shopping and gathering places for those working and living within the Section 30 urban employment center as described in the Section 30 Employment Center Plan vision, goals, and policies. This urban neighborhood balances livability with auto-oriented accessibility and incorporates design features and uses to encourage active pedestrian environments and a sense of community. The provisions of the urban neighborhood overlay shall determine the size, character and location of a proposed urban neighborhood.

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Requires codification

B. *Applicability.* No more than two urban neighborhoods may be proposed and located within the Section 30 Plan District boundary, Figure 20.690-1. The general locations of the overlays depicted in the Section 30 Employment Center Plan document are conceptual. The Urban Neighborhood Overlay is applicable to the entire area shown on Figure 20.690-1. [Alternative PADA Path: The number of UNOs may exceed two if the minimum residential density is 22 units per net acre for any residential or mixed use project in more than two UNOs areas.]

C. *Urban Neighborhood Form.* The urban neighborhood includes both a mixed use center and an adjacent residential area that is master planned as a cohesive whole. Each urban neighborhood shall be no larger than 50 acres and include no less than 850 housing units. If the minimum average density is not achieved at the outset, the required FSUP included with the Master Plan shall demonstrate how the density can ultimately and realistically be achieved. A variety of unit types shall be provided. The urban neighborhood shall be organized around a commercial and public activity center with traditional neighborhood patterns and design. [Alternative PADA Path: Urban neighborhoods may exceed 50 acres provided the minimum residential density is 22 units per net acre for any residential or mixed use project on property outside of the first 50 acres. Units provided in the first 50 acres which are in excess of the minimum 18 units per net acre density may be applied toward the minimum 22 units per net acre density outside of the first 50 acres. The required minimum 850 housing units to be provided in an urban neighborhood shall not apply, as the minimum number of housing units in an urban neighborhood is dictated by the required minimum density.]

1. *Urban Neighborhood Mixed Use Center.* This area is the organizing element and activity center for the urban neighborhood. The mixed use center is built around a focal point, whether it is a main street, or an amenity such as a plaza, a park or a lake. Multi-story mixed use buildings with commercial or office uses on the ground floor and housing above reinforce the center's character. A minimum of 15 percent of the total urban neighborhood housing units shall be located in the mixed use center. [Alternative PADA Path: Residential uses in the Urban Neighborhood Mixed Use Center shall be allowed on the ground floor of multi-family and mixed use buildings unless fronting on a main commercial street within a designated urban mixed use center. Additionally, if at least one Urban Neighborhood Mixed Use Center is approved, other UNOs areas may be proposed as Urban Neighborhood Residential Areas without a mixed use center and the minimum 15 percent requirement shall not apply.]

2. *Urban Neighborhood Residential Area.* This area is organized around the neighborhood mixed use center and includes a mix of housing and densities achieving an average minimum net density of 18 units an acre. A maximum of 85 percent of all housing units shall be substantially clustered within one-quarter mile of the urban neighborhood mixed use center. The one-quarter mile shall be measured in a straight line from the outer boundaries of the neighborhood to the nearest boundary of the mixed use center.

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[Alternative PADA Path: A minimum of 50 percent of residential units shall be substantially clustered within 1/2 mile of the urban mixed use center.]

3. Future Urban Uses are allowed as specified in Table 20.430.030 for the MX zone with the following exceptions:

- a. Footnotes 2 and 6, subject to provisions of the Mixed Use zone district does not apply instead the future urban uses allowed within a designated Section 30 Urban Neighborhood Overlay are subject to provisions of this chapter.
- b. Colleges, as defined in Chapter 20.160 VMC, Use Classifications, are prohibited.
- c. Emergency Services, as defined in Chapter 20.160 VMC, Use Classifications, require a conditional use permit governed by Chapter 20.245 VMC, Conditional Uses.
- d. Medical Centers as defined in Chapter 20.160 VMC, Use Classifications, are prohibited.
- e. Religious Institutions as defined in Chapter 20.160 VMC, Use Classifications, require a conditional use permit governed by Chapter 20.245 VMC, Conditional Uses.
- f. Commercial Lodging limited to bed and breakfast establishments, subject to the provisions in Chapter 20.830 VMC and lodging establishments with no more than 50 rooms as defined in Chapter 20.160 VMC, Use Classifications.
- g. Bulk Sales as defined in Chapter 20.160 VMC, Use Classifications, is prohibited.
- h. Non-Accessory parking surface lots as defined in Chapter 20.160 VMC, Uses Classifications, are prohibited. Non-accessory parking structures are permitted.
- i. All uses under Industrial heading, as defined in Chapter 20.160 VMC, Use Classifications, are prohibited.
- j. Heliports, as defined in Chapter 20.160 VMC, Uses Classifications, are prohibited.
- k. Wireless Communication Facilities are permitted subject to the provisions of VMC 20.890.060(B), Higher-density Residential Districts.

4. No more than 50 percent of the total square footage envisioned by the Master Plan for any one major use type (commercial, office or residential) can be granted site plan approval

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Requires codification

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until site plan approval is provided for at least 25 percent of the total square footage of all remaining use types envisioned in the Master Plan. This requirement may be waived by the planning official, if the applicant provides a security or other form of binding assurance that the remaining major use types contemplated in the Master Plan will be built. [Alternative PADA Path: This requirement is waived to allow market conditions to dictate the timing of the various uses.]

D. Development Standards – Urban Neighborhood Mixed Use Center(s). [Alternative PADA Path: This section shall not apply to an UNO that is permitted without a mixed use center pursuant to VMC 20.690.070(C)(1).]

1. Urban Center Focal Point.

a. Urban Neighborhood Mixed Use Centers shall be organized around a focal point, which could include a main street, town square, plaza, park, or water feature consistent with the Section 30 Urban Employment Center Plan.

b. When a linear Main Street acts as the Mixed-use Center's focal point both sides of the street shall include a mix of uses with 75 percent of the uses within vertical mixed-use buildings. [Alternative PADA Path: When a linear Main Street acts as the Mixed-use Center's focal point, both sides of the street shall include a mix of uses with a minimum of 75 percent of the uses within vertical mixed-use buildings. This requirement is specific to the gross square footage of uses within buildings. Any proposed focal point that is not a main street shall be a minimum of 10,000 square feet in area with no dimension less than 80 feet.]

2. Density.

a. An average minimum of 18 units per net acre as measured by total number of residential units divided by the net site acreage of the Urban Neighborhood Overlay area.

b. Residential uses are not allowed on the ground floor. [Alternative PADA Path: Residential uses shall be allowed on the ground floor of multi-family and mixed use buildings unless fronting on a main commercial street within a designated urban mixed use center.]

3. Building Height.

a. Mixed-use buildings shall be at least 30 feet in height and shall include a minimum of two usable stories.

ORDINANCE - 15

Requires codification

SECOND AMENDMENT TO PRE ANNEXATION AGREEMENT - 24

b. Ground floor spaces shall be designed to accommodate active pedestrian uses and shall have a minimum floor to ceiling height of 15 feet. [Alternative PADA Path: Ground floor spaces shall be designed to accommodate active pedestrian uses and shall have a minimum floor to ceiling height of 14 feet. This requirement shall only apply in buildings with ground floor commercial uses that front an Urban Center Focal Point.]

c. Maximum building heights shall not be restricted provided architectural methods are applied to reduce the building scale and mass of at least the first three floors (including ground floor). [Alternative PADA Path: The architectural methods shall not apply.]

4. *Building Setbacks.*

a. All new construction along the street frontages shall extend to the edge of the street right-of-way line for the first two stories. Exception may be given when a public open space such as a courtyard or plaza is provided. [Alternative PADA Path: Buildings not fronting on the main commercial street in the urban mixed use center may be set back from the right-of-way line a maximum of 10 feet provided such setback is landscaped, however buildings may be set back further than 10 feet to accommodate topography, street geometry, curved property lines, or similar if the intent of this section is met.]

b. Mixed use buildings facing the Urban Center focal point shall comprise 75 percent of the street frontage. Parking garages where the ground floor is commercial or office uses may be counted for this requirement. [Alternative PADA Path: The length of mixed use building facades facing a public plaza or park with frontage on the main retail street may be counted toward the 75 percent frontage requirement]

5. *Building Orientation.*

a. At least one fully functional and visibly identifiable public entrance shall be provided along a street frontage. Buildings organized around a courtyard may feature entrances facing the courtyard provided there is a clear pedestrian access between the courtyard and the street.

b. Service entrances shall be in the rear of the buildings.

6. *Rain Protection.* [Alternative PADA Path: Rain protection features shall be provided pursuant to the standard but may cover only Urban Center Focal Point-facing ground floor windows, where impervious surfaces abut them, and building entrances.]

ORDINANCE - 16

Requires codification

SECOND AMENDMENT TO PRE ANNEXATION AGREEMENT - 25

- a. Rain protection shall be provided on buildings facing the Urban Center focal point.
- b. Rain protection features shall provide cover of at least six feet in depth over the sidewalk or other surfaced pedestrian way, but shall not extend closer than two feet to the curb line.
- c. Rain protection features on each building shall be designed to abut or adjoin rain protection features provided or to be provided on adjacent buildings along the same street frontage to the greatest extent possible to ensure a continuous protected pedestrian walkway.

7. Building Form and Appearance.

- a. Blank walls in excess of 15 lineal feet along sidewalks or other pedestrian areas are not permitted. [Alternative PADA Path: Section 20.690.070(D)(7)(a). shall only apply to walls facing the Urban Center Focal Point.]
- b. Transparent windows/doors shall be provided along at least 75 percent of the ground floor façades and the base of the windows shall be between one and three vertical feet above the ground or sidewalk. [Alternative PADA Path: Section 20.690.070(D)(7)(b). The blank wall standards regarding windows shall not apply.]

8. Buffering and Landscaping.

- a. All setback areas shall be landscaped consistent with the Section 30 Design Guidelines or developed as hardscape plazas. [Alternative PADA Path: All setback areas shall be landscaped or developed as hardscape plazas. The Section 30 Design Guidelines shall not apply.]
- b. Street trees that provide a medium to large, wide canopy over the streets of the Mixed-use Center shall be selected from the Street Tree Selection List found in Appendix A of the Street Tree Manual.

9. Streets and Access.

- a. Context Sensitive Design
 - i. The block face length shall be at most 300 feet. [Alternative PADA Path: Multi-use paths of at least 12 feet in width that allow access from the public way into the development may be used to meet maximum block spacing of 300 feet in the Urban Neighborhood Mixed Use Center. Such pathways shall provide pedestrian scale lighting. If found to be infeasible due to

ORDINANCE - 17

Requires codification

SECOND AMENDMENT TO PRE ANNEXATION AGREEMENT - 26

severe topographic constraints, this overall requirement may be modified by the planning official.]

ii. All sidewalks shall be at least 12 feet wide. [Alternative PADA Path: Sidewalks shall be at least 10 feet wide.]

iii. The street(s) facing or as a part of the focal point of the Mixed-use Center shall include pedestrian amenities such as benches, special plantings, artwork.

iv. Street Lighting. Pedestrian scale street lighting shall be used to meet minimum lighting standards.

b. Traffic Calming measures to achieve average automobile travel speeds of 25 miles per hour or lower are required as follows:

i. The main commercial street shall be constructed with raised concrete intersections, or

ii. Equivalent traffic calming measures shall be constructed that may include some combination of:

- A. Curb extensions to provide short pedestrian crossing distances.
- B. Raised crosswalks.
- C. Concrete or brick pavers for intersection pedestrian crossings.
- D. Speed cushions.
- E. Narrow travel lanes.
- F. On-street parking.

c. Access

i. Vehicular access to off-street parking behind or within buildings, and to loading docks and service areas shall be through public or private alleys. If structural parking is provided access may be located on the street frontage. [Alternative PADA Path: Vehicular access to off-street parking behind or within buildings may also be via a driveway.]

ii. Direct driveway access to the surrounding arterials, SE 1st Street, NE 192nd Avenue, NE 18th Street, and NE 172nd Avenue shall be prohibited.

10. *Parking.*

ORDINANCE - 18

Requires codification

SECOND AMENDMENT TO PRE ANNEXATION AGREEMENT - 27

a. Parking spaces provided for individual uses shall be no less than 60 percent of the minimum required indicated in Table 20.945.070-2, and no more than 115 percent to the amount provided in Table 20.945.070-2. The planning official may approve parking beyond the maximum or a parking reduction from the required minimum based on a parking study that justifies the need. [Alternative PADA Path: Section 20.690.070(D)(10)(a). Parking spaces for individual uses may be no less than 50 percent of the minimum required indicated in Table 20.945.070-2.]

b. On-street parking spaces immediately, adjoining a property may be counted towards a development's overall parking requirement.

c. Structural parking shall count toward minimum but not the maximum number of parking stalls. [Alternative PADA Path: Tuck-under parking is considered structural parking.]

d. Joint parking and parking for mixed use projects shall be governed by VMC 20.945.030(B) and (C).

e. Off-street parking shall be located to the rear of buildings. [Alternative PADA Path: Off-street parking is generally prohibited between buildings and the main commercial street frontages.]

f. Parking shall meet the Section 30 Design Guidelines. [Alternative PADA Path: Section 20.690.070(D)(10)(f). Section 30 Design Guidelines shall not apply to parking.]

E. Development Standards – Urban Neighborhood Residential Area(s). – Development within the Urban Neighborhood Residential Area(s) shall be subject to the development standards contained in VMC 20.420.050 for the R-22 zone unless modified as follows. [Alternative PADA - Path: To encourage a variety of housing types, the minimum lot area shall be 770 square feet; the minimum lot width shall be 14 feet, and the maximum lot coverage shall be 82 percent.]

1. *Density and Location of Uses.* An average minimum density of 18 units a net acre, as measured by total number of residential units divided by the net site acreage of the Urban Neighborhood Overlay area shall be provided. [Alternative PADA Path: As provided in 20.690.070(C), if a UNOS is proposed to be larger than 50 acres, the minimum density inside of 50 acres shall be 18 units per net acre, and residential projects outside of the 50 acres shall provide a minimum density of 22 units per net acre.]

2. *Open Space for Residential Uses.* Private open space at a minimum of 100 square feet per dwelling unit shall be provided and shall meet the Section 30 Design Guidelines. [Alternative PADA Path: The requirement for private open space may be waived for

ORDINANCE - 19

Requires codification

SECOND AMENDMENT TO PRE ANNEXATION AGREEMENT - 28

residential units that are within 1/4 mile of a public park. The Section 30 Design Guidelines shall not apply.]

3. *Building Height.* Maximum building heights shall not be restricted provided architectural methods are applied to reduce the building scale and mass of at least the first three floors (including ground floor). [Alternative PADA Path: The above architectural methods shall not apply.]

4. *Building Setbacks.*

a. Urban Neighborhood Residential area boundary abutting the ECX zoned area outside of the overlay boundary shall provide a minimum 20-foot landscaped setback that meets the intent of the Design Guidelines. [Alternative PADA Path: Does not apply when abutting existing or planned parks and/or residential uses that are compatible with the Urban Neighborhood Residential Area; in other cases may be a 10-foot landscaped setback area but without having to meet the intent of the Design Guidelines.]

b. Street frontage setbacks shall be provided with a 10-foot minimum and 20-foot maximum and meet the intent of the Design Guidelines. [Alternative PADA Path: Buildings shall be set back a minimum of five feet and may be set back further than 20 feet to accommodate topography, street geometry, curved property lines, or similar if the intent of this section is met. The Section 30 Design Guidelines shall not apply.]

5. *Building Orientation.*

a. At least one fully functional and visibly identifiable public entrance shall be provided along a street frontage with an exception for buildings organized around a courtyard or plaza with entrances facing the courtyard/plaza provided there is a clear pedestrian access between the courtyard/plaza and the street. [Alternative PADA Path: This requirement shall not apply so long as a five-foot wide sidewalk is provided adjacent to each building which connects the main entrance(s) of each building to the public right-of-way.]

b. Buildings that are visible from the street shall be oriented to face the street. [Alternative PADA Path: Buildings along a street shall be oriented to face the street, or a pedestrian route, plaza, park or similar.]

c. Service entrances shall be in the rear of the buildings.

6. *Building Form and Appearance.* Building form and appearance shall be consistent with Section 30 Design Guidelines. [Alternative PADA Path: This section shall not apply.]

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Requires codification

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7. *Landscaping and Fencing.* [Alternative PADA Path: This section shall not apply.]

- a. A minimum four-foot-wide landscape strip shall be provided between garage entrances along the alley applicable for both free standing and attached garages.
- b. Landscaping and fencing shall be consistent with the Section 30 Design Guidelines. [Alternative PADA Path: The Section 30 Design Guidelines shall not apply.]

8. *Street Lighting.* Pedestrian scale street lighting shall be used to meet minimum lighting standards.

9. *Streets and Access.*

- a. Vehicular access to off-street parking including garages behind or within buildings, and to service areas shall be through public or private alleys. One access driveway to the alley per block may be provided. [Alternative PADA Path: Vehicular access to off-street parking may also be via a driveway and City staff may approve more than one access driveway per block if the intent of chapter 20.690 VMC is met. Vehicular access to the front of a building may be allowed where topography makes rear-loaded structures impractical.]
- b. Direct driveway access to the surrounding arterials, SE 1st Street, NE 192nd Avenue, NE 18th Street, and NE 172nd Avenue shall be prohibited.
- c. The maximum block face length within the Urban Neighborhood Overlay shall be 300 feet. [Alternative PADA Path: Multi-use paths of at least 12 feet in width that allow access from the public way into the development may be used to meet maximum block spacing of 300 feet generally in the Urban Neighborhood Overlay areas. Such pathways shall provide pedestrian scale lighting. If found to be infeasible due to severe topographic constraints, this overall requirement may be modified by the planning official.]

10. *Parking.*

- a. Parking spaces provided for individual uses shall meet the requirements of Table 20.945.070-1. The planning official may approve a parking reduction based on VMC 20.945.070(E). In addition to the reductions allowed in VMC 20.945.070(E), further reductions may be allowed for motorcycle/scooter parking spaces (four feet by eight feet). For every four motorcycle/scooter parking spaces provided, the number of vehicle parking spaces required may be reduced by one. [Alternative PADA Path: Individual uses shall provide the minimum number of parking spaces

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Requires codification

SECOND AMENDMENT TO PRE ANNEXATION AGREEMENT - 30

per Table 20.945.070-1 except as modified elsewhere.]

b. Structural parking shall count toward the minimum but not the maximum number of parking stalls.

c. On street parking spaces immediately, adjoining a property may be counted toward a development's overall parking requirement.

d. Joint parking and parking for mixed use projects shall be governed by VMC 20.945.030(B) and (C).

e. Off-street parking shall be located within or to the rear of buildings. [Alternative PADA Path: Off-street parking is prohibited between buildings and street frontages, except that buildings that do not front on a street or where topography or site constraints limit the practicality of rear-loaded buildings, parking may be allowed in front of or to the side of said buildings.]

F. *Master Planning.* [Alternative PADA Path: This section shall not apply.]

1. *Overall.* Master Plans as described herein are required prior to all development in the Urban Neighborhood Overlay in order to ensure proposed development is consistent with the Section 30 Employment Center Plan. Master plans shall address long term development of the entire Section 30 Employment Plan District as shown in Figure 20.690-1, particularly in regard to street and pedestrian connectivity, transitional grades between developments, stormwater management, open space connectivity, utility services and traffic impacts.

2. *Contents of Submittal.* Master Plans shall include the submittal requirements included in VMC 20.690.050(B) as applicable, with the following additions:

a. *Urban Neighborhood Mixed Use Center.*

i. Location and size of associated land area;

ii. Map and written description of the urban form of the Mixed Use Center's focal point;

iii. Building elevations, including building height;

iv. Identify the number of residential units and density and the square footage of commercial uses.

b. *Urban Neighborhood Residential Area.*

ORDINANCE - 22

Requires codification

SECOND AMENDMENT TO PRE ANNEXATION AGREEMENT - 31

- i. Location and size of associated land area;
- ii. Identify the number of residential units and density;
- iii. Building elevations, including building height;

c. Street, Access, and Circulation Plan.

3. *Review Criteria and Process.* Master Plans shall be subject to VMC 20.690.050(C), Section 30 Employment Plan District, Master Planning with the following revisions:

- a. The Master Plan implements the Section 30 Employment Center Plan and the requirements of the Urban Neighborhood Overlay~~;~~
- b. Provides mixed use buildings of commercial, office and residential uses designed around an urban organizing focal point~~;~~ and
- c. Provides a multi-directional access and circulation to the street system similar to that provided by a traditional street grid with streets intersecting at 90~~-~~ degree angles at regular intervals of 200 to 300 feet, if topography allows.

4. Master Plan Modification. Master Plans shall be subject to VMC 20.690.050(D), Section 30 Employment Plan District, Master Plan Modification.

Section 2. Severability. If any clause, sentence, paragraph, section, or part of this Ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 3. Effective Date. This Ordinance shall be in effect five days after it is recorded.

ORDINANCE - 23

Requires codification

SECOND AMENDMENT TO PRE ANNEXATION AGREEMENT - 32

SIGNED this 14th day of April, 2025.

DocuSigned by:
Anne McEnerny-Ogle
Anne McEnerny-Ogle, Mayor

Attest:

DocuSigned by:
Natasha Ramras
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Nena Cook
Nena Cook, City Attorney

ORDINANCE - 24

Requires codification

SECOND AMENDMENT TO PRE ANNEXATION AGREEMENT - 33

SUMMARY

ORDINANCE M-4499

AN ORDINANCE amending Chapter 20.690 Vancouver Municipal Code, “Section 30 Employment Center Plan District”; adopting legislative findings, clarifying existing language; providing for severability; and setting an effective date. The full text of this Ordinance will be mailed upon request. Contact Vancouver Central Records at (360) 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 25

Requires codification

SECOND AMENDMENT TO PRE ANNEXATION AGREEMENT - 34

EXHIBIT B

**AKS ENGINEERING & FORESTRY**

9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682

P: (360) 882-0419 F: (360) 882-0426

AKS Job #5398-01

OFFICES IN: BEND, OR | KEIZER, OR | THE DALLES, OR | TUALATIN, OR | VANCOUVER, WA | WHITE SALMON, WA

**LEGAL DESCRIPTION
BOUNDARY LINE ADJUSTMENT****Exhibit B****ADJUSTED TAX LOT 50,29**

Located in the Northwest Quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian, City of Vancouver, Clark County, Washington, described as follows:

COMMENCING at the southwest corner of the Northwest Quarter of said Section 30;

thence along the west line of said Northwest Quarter, also being the centerline of NE 172nd Avenue North 01°08'41" East 1280.53 feet to the south line of Parcel II of Auditor's File Number 5121993;

thence along said south line South 89°08'11" East 20.00 feet to the east right-of-way line of NE 172nd Avenue (20.00 feet from centerline) and **POINT OF BEGINNING**;

thence along said east right-of-way line (20.00 feet from centerline) North 01°08'41" East 689.76 feet;

thence leaving said east right-of-way line South 88°51'19" East 1414.34 feet;

thence along a curve to the right with a Radius of 500.00 feet, a Delta of 08°34'30", a Length of 74.83 feet, and a Chord of South 84°34'04" East 74.76 feet;

thence South 80°16'49" East 24.82 feet;

thence along a curve to the left with a Radius of 500.00 feet, a Delta of 08°34'30", a Length of 74.83 feet, and a Chord of South 84°34'04" East 74.76 feet;

thence South 88°51'19" East 154.14 feet to the west line of Parcel Number 176383-000 per Auditor's File Number 5996867;

thence along said west line South 01°41'35" West 318.36 feet;

thence leaving said west line North 89°08'11" West 326.11 feet;

thence South 00°51'49" West 308.00 feet to the north line of Parcel Number 176369-000 per Auditor's File Number 5996867;

Page 1 of 2



AKS ENGINEERING & FORESTRY
9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682
P: (360) 882-0419 F: (360) 882-0426

AKS Job #5398-01

OFFICES IN: BEND, OR | KEIZER, OR | THE DALLES, OR | TUALATIN, OR | VANCOUVER, WA | WHITE SALMON, WA

thence along said north line and the north line of Parcel Number 176368-000 Auditor's File Number 5996867 North 89°08'11" West 984.49 feet;

thence continuing along the north line of said Parcel Number 176368-000 South 01°08'41" West 40.00 feet;

thence continuing along the north line of said Parcel Number 176368-000 North 89°08'11" West 430.01 feet to the **POINT OF BEGINNING**.

The above described tract contains approximately 23.79 acres.

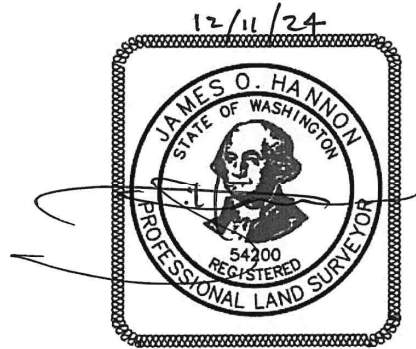


EXHIBIT C



KITTELSON & ASSOCIATES, INC.

TRANSPORTATION ENGINEERING / PLANNING

610 SW Alder Street, Suite 700, Portland, OR 97205 P 503.228.5230 F 503.273.8169

September 14, 2017

Project #: 21853

Ryan Lopossa, PE
City of Vancouver Public Works
Engineering Services Building
4500 SE Columbia Way
P.O. Box 1995
Vancouver, WA 98668-1995

RE: Vancouver Section 30 Existing Trip Generation

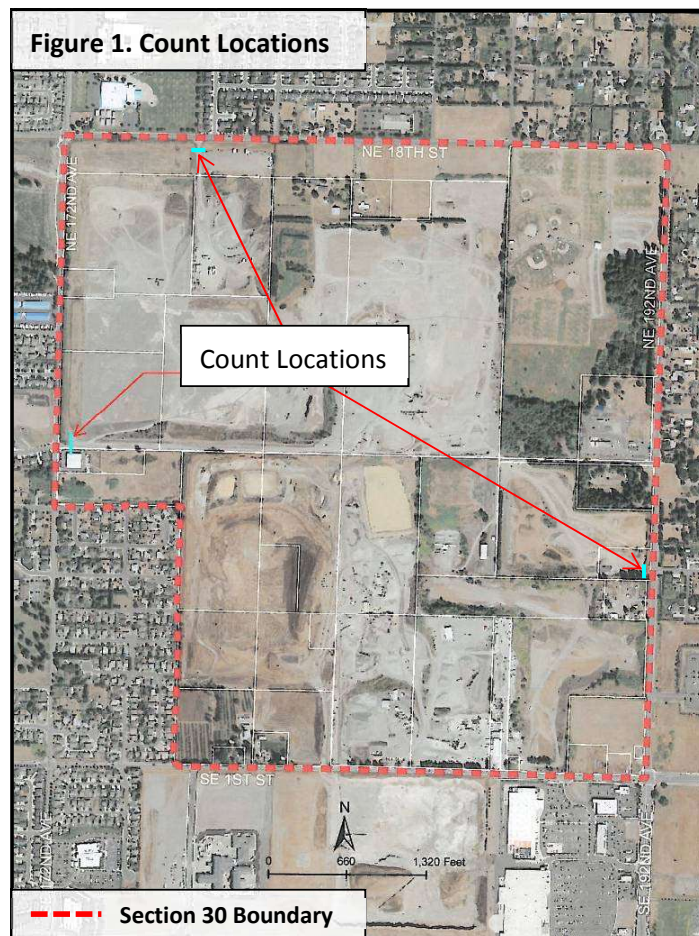
Mr. Lopossa,

The purpose of this letter is to summarize the existing trip generation for the Rotschy Inc. and Tapani properties located within the Section 30 site in Vancouver, Washington. This letter identifies the weekday AM, midday, and PM peak hour trips, as well as the weekday daily trips associated with each of the individual properties.

Weekday peak hour and daily trips were determined based on tube and manual video counts collected at the site access driveways at the following three locations as shown in **Figure 1**: on the west side of the property at NE 172nd Avenue, on the north side of the property at NE 18th Street, and on the east side of the property at NE 192nd Avenue. Tube counts were collected over three consecutive mid-weekdays in August 2016 (NE 172nd Avenue and NE 192nd Avenue) and August 2017 (NE 18th Street). The raw count data files are included as **Attachment 1**.

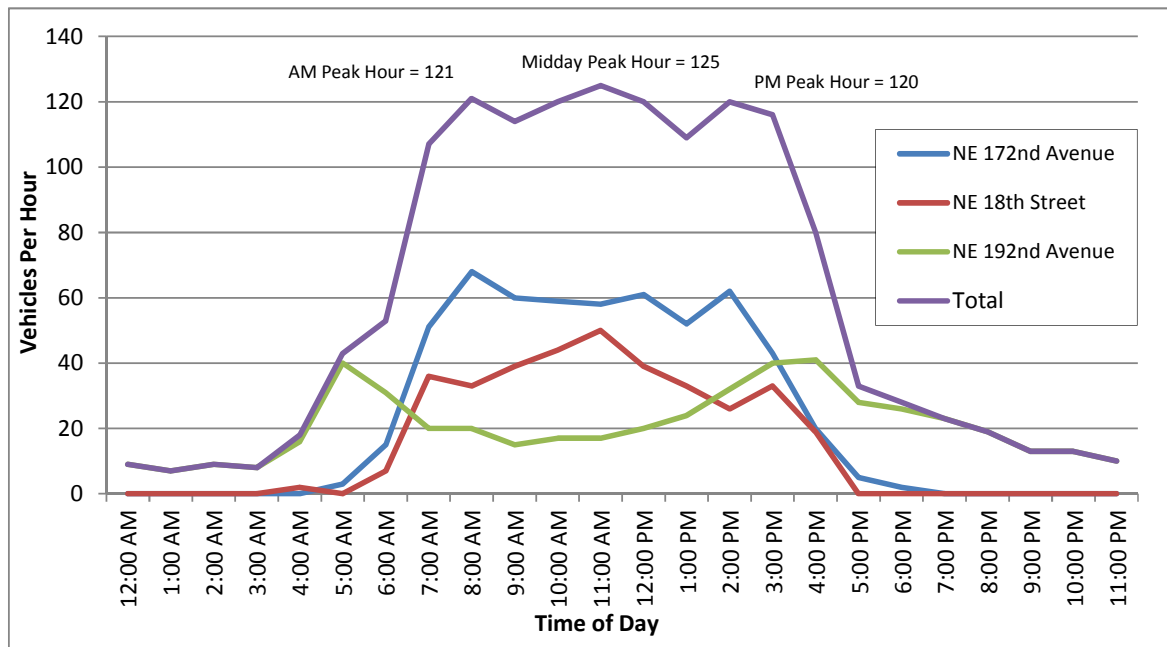
Figure 2 on the following page summarizes the average weekday daily traffic volume profile experienced at the site during the three-day data

SECOND AMENDMENT TO PRE ANNEXATION AGREEMENT - 39



collection. Site activity generally begins at 5:00 AM and continues until 5:00 PM. As shown, the average weekday AM peak hour occurs from 8:00 - 9:00 AM, the average weekday midday peak hour occurs from 11:00 AM-12:00 PM and the average weekday PM peak hour occurs from 2:00 - 3:00 PM.

Figure 2. Average Weekday Trips by Hour



Given the mix of vehicle classifications and speeds present at all three site access driveways, the August 2016 tube counts at the NE 172nd Avenue and NE 192nd Avenue locations were manually verified by using video recordings of traffic over a sample of eight hour-long periods. The results are summarized below in **Table 1**.

Table 1. Trip Generation Adjustment for August 2016 Counts

Location	Hour	Tube Count	Manual Verification	% Difference
NE 172 nd Avenue	8:00 - 9:00 AM	69	58	-16%
	10:00 - 11:00 AM	68	66	-3%
	3:00 - 4:00 PM	52	45	-13%
	4:00 - 5:00 PM	19	17	-11%
NE 192 nd Avenue	8:00 - 9:00 AM	40	31	-22%
	10:00 - 11:00 AM	28	22	-21%
	3:00 - 4:00 PM	36	36	0%
	4:00 - 5:00 PM	34	32	-6%
Total		346	307	-11%

In general, the manual verification using video shows an overrepresentation of traffic volume in the tube count data, which could be expected given the high percentage of heavy vehicles and low

speeds. The manual verification results for the eight sample hours range from 78 percent to 100 percent of the tube count results, with an average difference of approximately 11 percent. Based on these results, the existing trip generation for the site was reduced from the counted tube data by 11 percent for the NE 172nd Avenue and NE 192nd Avenue locations.

For the August 2017 data at the NE 18th Street location, vehicles were manually counted using video recordings of traffic entering and exiting the site driveway.

Table 2 summarizes the trip generation of the site during the three weekday peak hours as well as the daily total.

Table 2. Weekday Site Trip Generation

Time Period	Tube Count				Recommended Trip Generation Value for Concurrency Vesting Purposes			
	NE 172 nd Avenue	NE 18 th Street	NE 192 nd Avenue	Total	NE 172 nd Avenue ¹	NE 18 th Street	NE 192 nd Avenue ¹	Total
AM Peak Hour	68	33	20	121	61	33	18	112
Midday Peak Hour	58	50	17	125	52	50	15	117
PM Peak Hour	62	26	32	120	55	26	28	109
Daily	559	361	498	1,418	498	361	443	1,302

¹ Incorporates the 11 percent reduction as determined from Table 1.

Please call us at (503) 228-5230 if you have any questions regarding the contents of this trip generation letter.

Sincerely,
KITTELSON & ASSOCIATES, INC.



Zachary Horowitz, PE
Senior Engineer

Attachments:

Attachment 1: Tube Count Results

ATTACHMENT 1
TUBE COUNT RESULTS

Type of report: Tube Count - Volume Data

QC JOB #: 13873103 DIRECTION: EB/WB DATE: Aug 09 2016 - Aug 11 2016										
LOCATION: Quarry Dwy west of 192nd Ave SPECIFIC LOCATION: Quarry Dwy west of 192nd Ave CITY/STATE: Portland, WA										
Start Time	Mon	Tue	Wed	Thu	Fri	Average Weekday Hourly Traffic	Sat	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM						9			9	
1:00 AM						7			7	
2:00 AM						9			9	
3:00 AM						8			8	
4:00 AM						16			16	
5:00 AM						40			40	
6:00 AM						31			31	
7:00 AM						20			20	
8:00 AM						20			20	
9:00 AM						15			15	
10:00 AM						17			17	
11:00 AM						17			17	
12:00 PM						20			20	
1:00 PM						24			24	
2:00 PM						32			32	
3:00 PM						40			40	
4:00 PM						41			41	
5:00 PM						28			28	
6:00 PM						26			26	
7:00 PM						23			23	
8:00 PM						19			19	
9:00 PM						13			13	
10:00 PM						13			13	
11:00 PM						10			10	
Day Total	461	547	488			498			498	
% Weekday Average	92.6%	109.8%	98.0%							
% Week Average	92.6%	109.8%	98.0%			100.0%				
AM Peak Volume	5:00 AM 42	8:00 AM 40	5:00 AM 43			5:00 AM 40			5:00 AM 40	
PM Peak Volume	4:00 PM 60	3:00 PM 36	3:00 PM 36			4:00 PM 41			4:00 PM 41	
Comments:										

Report generated on 8/16/2016 3:04 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

Type of report: Tube Count - Volume Data

QC JOB #: 13873101 LOCATION: NE 9th St east of 172nd Ave SPECIFIC LOCATION: NE 9th St east of 172nd Ave CITY/STATE: Vancouver, WA DIRECTION: EB/WB DATE: Aug 09 2016 - Aug 11 2016									
Start Time	Mon 09-Aug-16	Tue 10-Aug-16	Wed 10-Aug-16	Thu 11-Aug-16	Fri 11-Aug-16	Average Weekday Hourly Traffic	Sat	Sun	Average Week Hourly Traffic
12:00 AM	0	0	0	0	0	0			0
1:00 AM	0	0	0	0	0	0			0
2:00 AM	0	0	0	0	0	0			0
3:00 AM	0	0	0	0	0	0			0
4:00 AM	0	0	0	1	0	0			0
5:00 AM	2	3	3	3	0	3			3
6:00 AM	16	14	14	15	0	15			15
7:00 AM	55	47	47	50	0	51			51
8:00 AM	60	69	69	75	0	68			68
9:00 AM	57	64	64	59	0	60			60
10:00 AM	44	68	68	66	0	59			59
11:00 AM	53	57	57	63	0	58			58
12:00 PM	50	58	58	76	0	61			61
1:00 PM	51	60	60	45	0	52			52
2:00 PM	55	59	59	72	0	62			62
3:00 PM	42	52	52	35	0	43			43
4:00 PM	22	19	19	19	0	20			20
5:00 PM	6	6	6	4	0	5			5
6:00 PM	1	3	3	2	0	2			2
7:00 PM	1	0	0	0	0	0			0
8:00 PM	0	0	0	0	0	0			0
9:00 PM	0	0	0	0	0	0			0
10:00 PM	0	0	0	0	0	0			0
11:00 PM	0	0	0	0	0	0			0
Day Total	515	579	579	585		559			559
% Weekday Average	92.1%	103.6%	103.6%	104.7%					
% Week Average	92.1%	103.6%	103.6%	104.7%		100.0%			
AM Peak Volume	8:00 AM 60	8:00 AM 69	8:00 AM 69	8:00 AM 75		8:00 AM 68			8:00 AM 68
PM Peak Volume	2:00 PM 55	1:00 PM 60	1:00 PM 60	12:00 PM 76		2:00 PM 62			2:00 PM 62
Comments:									

Report generated on 8/16/2016 3:04 PM SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)



Location: Site Dwy South of NE 18th St

Date: 8/22/2017

Site Code: 14482801

Time	In	Out	Time	In	Out
7:00 AM	0	1	12:00 PM	2	1
7:05 AM	2	0	12:05 PM	1	1
7:10 AM	0	0	12:10 PM	5	3
7:15 AM	0	0	12:15 PM	1	1
7:20 AM	3	1	12:20 PM	3	1
7:25 AM	0	2	12:25 PM	1	1
7:30 AM	3	2	12:30 PM	2	3
7:35 AM	2	1	12:35 PM	2	1
7:40 AM	1	3	12:40 PM	0	2
7:45 AM	2	1	12:45 PM	2	3
7:50 AM	1	1	12:50 PM	1	0
7:55 AM	1	1	12:55 PM	1	0
8:00 AM	2	0	1:00 PM	2	2
8:05 AM	4	2	1:05 PM	0	3
8:10 AM	1	1	1:10 PM	1	2
8:15 AM	1	1	1:15 PM	2	0
8:20 AM	0	4	1:20 PM	1	1
8:25 AM	0	2	1:25 PM	2	2
8:30 AM	1	0	1:30 PM	0	1
8:35 AM	2	0	1:35 PM	2	1
8:40 AM	1	1	1:40 PM	4	2
8:45 AM	2	3	1:45 PM	0	0
8:50 AM	2	2	1:50 PM	1	0
8:55 AM	3	1	1:55 PM	4	3
9:00 AM	1	0	2:00 PM	1	1
9:05 AM	3	1	2:05 PM	0	2
9:10 AM	1	2	2:10 PM	2	4
9:15 AM	1	2	2:15 PM	2	1
9:20 AM	1	2	2:20 PM	0	2
9:25 AM	3	1	2:25 PM	0	0
9:30 AM	1	0	2:30 PM	1	1
9:35 AM	2	2	2:35 PM	2	0
9:40 AM	2	1	2:40 PM	0	1
9:45 AM	1	2	2:45 PM	0	1
9:50 AM	1	1	2:50 PM	0	1
9:55 AM	4	2	2:55 PM	0	0
10:00 AM	1	2	3:00 PM	0	0
10:05 AM	4	1	3:05 PM	2	2
10:10 AM	1	4	3:10 PM	4	1
10:15 AM	2	4	3:15 PM	1	3
10:20 AM	1	2	3:20 PM	2	2
10:25 AM	0	1	3:25 PM	1	1
10:30 AM	2	2	3:30 PM	2	3
10:35 AM	0	0	3:35 PM	1	1
10:40 AM	3	1	3:40 PM	1	3
10:45 AM	2	2	3:45 PM	1	2
10:50 AM	2	2	3:50 PM	0	2
10:55 AM	2	1	3:55 PM	1	0
11:00 AM	2	2	4:00 PM	0	1
11:05 AM	1	2	4:05 PM	0	0
11:10 AM	3	3	4:10 PM	1	0
11:15 AM	4	1	4:15 PM	0	0
11:20 AM	1	1	4:20 PM	4	3
11:25 AM	3	2	4:25 PM	0	0
11:30 AM	2	2	4:30 PM	2	1
11:35 AM	2	0	4:35 PM	2	1
11:40 AM	2	4	4:40 PM	4	2
11:45 AM	2	4	4:45 PM	1	1
11:50 AM	2	6	4:50 PM	0	4
11:55 AM	1	2	4:55 PM	0	2
			TOTALS:	178	180



Location: Site Dwy South of NE 18th St

Date: 8/23/2017

Site Code: 14482802

Time	In	Out	Time	In	Out
7:00 AM	0	1	12:00 PM	1	0
7:05 AM	1	0	12:10 AM	1	0
7:10 AM	0	0	12:10 PM	2	1
7:15 AM	2	1	12:15 PM	2	1
7:20 AM	2	0	12:20 PM	0	3
7:25 AM	2	1	12:25 PM	3	0
7:30 AM	3	1	12:30 PM	1	2
7:35 AM	3	3	12:35 PM	3	1
7:40 AM	4	2	12:40 PM	1	2
7:45 AM	4	2	12:45 PM	3	1
7:50 AM	1	2	12:50 PM	3	3
7:55 AM	3	6	12:55 PM	2	4
8:00 AM	1	4	1:00 PM	1	1
8:05 AM	1	1	1:05 PM	1	3
8:10 AM	0	1	1:10 PM	0	0
8:15 AM	0	1	1:15 PM	1	0
8:20 AM	1	0	1:20 PM	2	0
8:25 AM	1	1	1:25 PM	4	2
8:30 AM	1	1	1:30 PM	0	1
8:35 AM	1	1	1:35 PM	1	3
8:40 AM	1	0	1:40 PM	2	2
8:45 AM	2	1	1:45 PM	0	1
8:50 AM	3	1	1:50 PM	1	1
8:55 AM	3	2	1:55 PM	1	1
9:00 AM	2	4	2:00 PM	1	0
9:05 AM	2	2	2:05 PM	3	1
9:10 AM	2	2	2:10 PM	3	1
9:15 AM	3	0	2:15 PM	2	4
9:20 AM	1	3	2:20 PM	1	4
9:25 AM	1	3	2:25 PM	1	1
9:30 AM	1	2	2:30 PM	0	0
9:35 AM	0	2	2:35 PM	0	1
9:40 AM	1	0	2:40 PM	2	1
9:45 AM	1	2	2:45 PM	0	0
9:50 AM	2	0	2:50 PM	0	1
9:55 AM	3	2	2:55 PM	1	1
10:00 AM	2	1	3:00 PM	2	0
10:05 AM	1	4	3:05 PM	1	2
10:10 AM	1	2	3:10 PM	2	2
10:15 AM	1	1	3:15 PM	2	1
10:20 AM	4	1	3:20 PM	1	2
10:25 AM	0	1	3:25 PM	2	1
10:30 AM	4	2	3:30 PM	1	3
10:35 AM	4	3	3:35 PM	1	0
10:40 AM	1	4	3:40 PM	2	0
10:45 AM	2	2	3:45 PM	1	0
10:50 AM	0	3	3:50 PM	1	0
10:55 AM	1	1	3:55 PM	2	0
11:00 AM	1	0	4:00 PM	0	0
11:05 AM	2	0	4:05 PM	1	0
11:10 AM	2	3	4:10 PM	0	0
11:15 AM	3	2	4:15 PM	0	0
11:20 AM	2	0	4:20 PM	1	0
11:25 AM	2	3	4:25 PM	2	0
11:30 AM	1	3	4:30 PM	3	0
11:35 AM	3	0	4:35 PM	0	0
11:40 AM	6	5	4:40 PM	0	0
11:45 AM	2	0	4:45 PM	1	0
11:50 AM	0	4	4:50 PM	1	0
11:55 AM	0	2	4:55 PM	0	0
			TOTALS:	181	161

EXHIBIT D

20.420.050 Development Standards.

A. *Compliance Required.* All developments must comply with:

1. All of the applicable development standards contained in the underlying zoning district, except where the applicant has obtained variances in accordance with Chapter [20.270](#) VMC, Site Plan Review.
2. All other applicable standards and requirements contained in this title.

B. *Development standards.* Development standards in residential zoning districts are contained in Table 20.420.050-1. These apply to all primary dwellings and accessory buildings on the site. For additional regulations governing accessory buildings, see Chapter [20.902](#) VMC.

Table 20.420.050-1. Development Standards

Standard	R-18	R-22	R-30	R-35	R-50
Minimum Lot Size	1,800 sf ¹	1,500 sf ¹	1,500 sf ¹	1,200 sf ¹	800 sf ¹
Maximum Lot Coverage	50%	50%	55%	60%	70%
Minimum Lot Width	20'	20'	20'	20'	20'
Minimum Lot Depth	50'	50'	60'	60'	60'
Minimum Setbacks					
Front yard	10'	10'	10'	10'	10'
Rear and through lot yard	0' ² / ₅ '	0' ² / ₅ '	0' ² / ₅ '	0' ² / ₅ '	0' ² / ₅ '
Side yard	0' ² / ₅ '	0' ² / ₅ '	0' ² / ₅ '	0' ² / ₅ '	0' ² / ₅ '
Street side yard	10'	10'	10'	10'	5'
Garage/carport from public/private street right-of-way or sidewalk easement	18'	18'	18'	18'	18'
Garage/carport from alley	5' ⁴	5' ⁴	5' ⁴	5' ⁴	5' ⁴
Maximum Height	50'	50'	50'	60'	70'

Table 20.420.050-1. Development Standards

Standard	R-18	R-22	R-30	R-35	R-50
Minimum Landscaping Requirement (percentage of total net area)	10%	10%	10%	10%	10%

- 1 Provided the required residential density is met on an overall project basis.
- 2 See requirements for zero lot line developments pursuant to VMC [20.910.050](#).
- 3 *This footnote has been deleted.*
- 4 There must be a minimum of 20 feet maneuvering space from entrance edge of garage/carport to approved edge of alley.

C. *Institutional development standards.* Institutional uses such as colleges, schools and religious institutions that locate within higher-density residential districts shall comply with the following development standards:

1. For portions of an institutional campus abutting residentially zoned property (not separated by a street):
 - a. Minimum setback: 35 feet.
 - b. Maximum height: 35 feet at the setback increasing one foot for every one foot of additional setback to a maximum of 90 feet.
 - c. Minimum landscaped buffering between the institutional use and residential development: 15 feet.
2. The development standards in subsection [\(C\)\(1\)](#) of this section do not apply to existing buildings.
3. All other development standards on the institutional campus are the same as those in the underlying base zone except as:
 - a. Modified through a variance procedure per the requirements of Chapter [20.290](#) VMC; or
 - b. Established as part of a public facilities master plan procedure per the requirements of Chapter [20.268](#) VMC.

D. *Pedestrian development standards.* The following additional development standards apply for multifamily projects with more than two buildings on a site:

1. Each building in the complex shall have at least one direct pedestrian connection to the street even when separated from the street by an off-street parking lot. This pedestrian access shall be the most direct route between the building's main entrance and the street. Whenever possible, the main pedestrian connection shall not cross a parking lot or driveway.

2. There shall be pedestrian connections among residential buildings and from each residential building to indoor and outdoor communal facilities, e.g., recreation room, swimming pool, and parking lots, carports or garages.
3. The following design standards shall apply to this pedestrian circulation system:
 - a. The circulation system must be hard-surfaced and at least five feet wide.
 - b. Where the system crosses driveways, parking areas or loading areas, the system must be clearly identifiable through the use of striping, elevation changes, speed bumps, different paving material or other similar method.
 - c. Where the pedestrian connection is parallel and adjacent to a parking lot or driveway, the system must be a raised path or be separated from the auto travel lane by a curb, bollards, landscaping or other physical barrier. If the connection also provides access to a parking lot, at least one access ramp from the connection to the parking lot must be provided that meets ADA standards for accessibility for the disabled.
 - d. The on-site circulation system must be lighted to a level sufficient for use by residents and their visitors after dark. Such lighting shall be directed in such a manner to prevent glare into nearby residential units.

E. *(Reserved for future use)*

F. *Criteria for institutions as limited uses.* As noted in Table 20.420.030-1 above, schools, child care centers, and religious institutions are allowed as limited uses in higher-density residential districts if they meet all of the criteria described below. An institution that does not comply with all of these criteria must be reviewed as a conditional use, except for school modular classrooms, which shall be permitted outright.

1. The site contains no more than 12 acres for an elementary school, not to exceed 75,000 gross square feet.
2. The site contains no more than two acres for a religious institution, not to exceed 30,000 gross square feet.
3. The site contains no more than one acre for a child care center, not to exceed 10,000 gross square feet.
4. The site takes its primary access from a street with no less than a minor arterial designation.
5. If a religious institution also has a private elementary school, the total development shall not exceed 60,000 gross square feet and seven acres.

G. *Criteria for Placement of Manufactured Homes.*

1. *General Provisions.*

- a. Manufactured homes are permitted on individual lots in the R-18 residential zone in accordance with the placement standards as set forth in this section and other provisions which apply to conventionally built dwellings.
 - b. Nothing in these provisions shall be interpreted as superseding deeds, covenants, or restrictions which are generally not enforced by the city.
 - c. Existing manufactured home developments and manufactured home subdivisions are permitted and are not subject to the provisions of this chapter. An existing manufactured home in a manufactured home development or subdivision may continue to lawfully exist and be replaced or can be relocated either to an approved manufactured home development or an approved manufactured home subdivision.
 - d. Except that a manufactured home placed on an individual lot subsequent to the adoption of this ordinance may be relocated as permitted by this title if within five years of the date of the original placement.
2. *Manufactured Home Placement Standards.* All manufactured homes placed within the city of Vancouver shall comply with the following standards:
- a. Manufactured homes must meet the development standards of the base zone unless otherwise noted.
 - b. The manufactured home must meet the definition of a “new manufactured home” unless otherwise noted. A new manufactured home means any manufactured home required to be titled under RCW Title [46](#), which was not titled to retail purchaser before July 1, 2005, and was not a “used mobile home” as defined in RCW [82.45.032](#).
 - c. The manufactured home must meet the requirements of a “designated manufactured home”; provided, that manufactured homes built to [42](#) U.S.C. §§ [5401](#) through [5403](#) standards (as amended in 2000) must be regulated in the same manner as site-built homes.
 - d. The manufactured home must meet the following requirements:
 - i. Is comprised of at least two fully enclosed parallel sections each of not less than 12 feet wide by 36 feet long;
 - ii. Was originally constructed with and now has a composition of wood shake or shingle, coated metal, or similar roof of not less than 3:12 pitch;
 - iii. Has exterior siding similar in appearance to siding materials commonly used on conventional site-built building code single-family residences.
 - e. The manufactured home must comply with all local design standards applicable to all other homes within the neighborhood in which the manufactured home is to be located.

f. The manufactured home must be set on a permanent foundation, as specified by the manufacturer, and the space from the bottom of the home to the ground must be enclosed by concrete or an approved concrete product which can be either load-bearing or decorative.

g. The manufactured home must be thermally equivalent to the State Energy Code.

3. *Review and Inspection.*

a. City will review building permit applications and will issue appropriate zoning and building permits and conduct the installation inspection.

b. The Department of Labor and Industries is responsible for inspections including replacement, addition, modification, or removal of any equipment or installation and issuing permits under Chapter [43.22](#) RCW.

H. *Additional Development Standards for Single-Family Homes.*

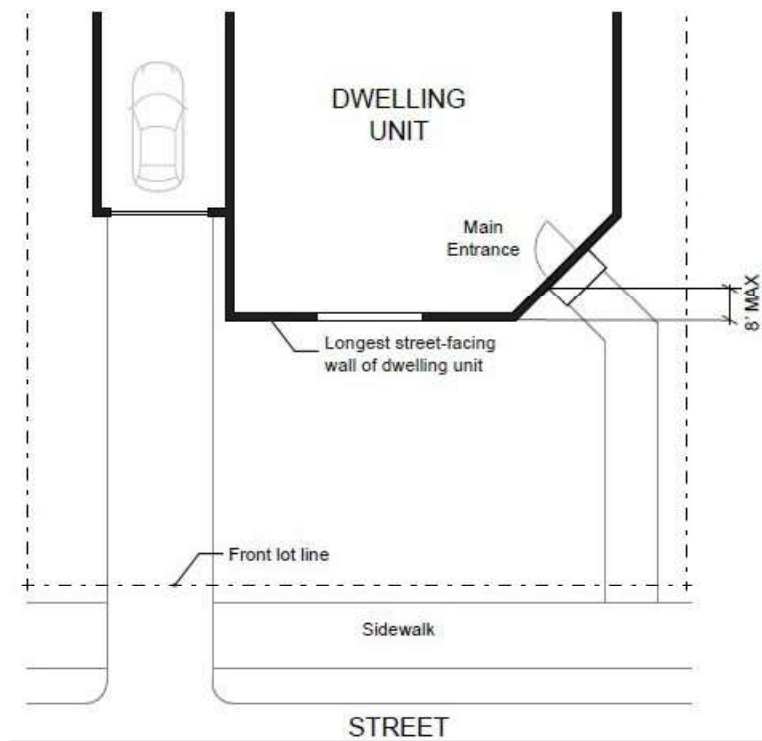
1. *Additional standards for single family home development within the R-18, R-22 and R-30 Zoning Districts.* The following standards are in addition to the requirements in Table 20.420.050-1:

a. *Garages.* The width of the garage door facing the street may be up to 50 percent of the width of the street-facing building façade or 10 feet in length, whichever is greater. Garage limitations do not apply to residential development accessed through rear alleys, or where the garage is located in the rear of the lot.

b. *Main Entrances.* Main entrances shall be visible from the street and must:

i. Have a porch or entry;

ii. Face the street or be oriented at an angle of not more than 45 degrees from the street-facing façade. Corner lot homes may face either street.



c. *Front Façade Variety.* Duplicative front façades of detached single-family structures facing the same street are prohibited. Sufficient differences can be achieved through meeting at least three of the following design features:

- i. Varied or staggered front setbacks, with variations of at least five feet;
 - ii. Different building heights, with the two heights varying by at least five feet;
 - iii. Varied rooflines such as hipped or pitched roofs;
 - iv. Different window opening locations and designs;
 - v. Different garage location, configuration, and design.
- d. *Alleys.* Where alleys are present, all garages and on-site parking shall be accessible from the alley. In R-17 zones, single-family residential developments shall utilize rear alley loading as follows:
- i. Alleys shall be required for developments on sites of four acres or larger where the proposed average new lot size is less than 3,000 square feet unless the application demonstrates and the planning official agrees that alleys are unfeasible due to significant site constraints such as significant variations in topography, irregular site shape, or presence of natural resource constraints.
 - ii. Alleys are encouraged in all other cases.

- e. *Compliance with Narrow Lot Development Standards.* Developments within the R-17 zoning district shall be subject to Chapter [20.927](#) VMC, Narrow Lot Developments, with the exception of VMC [20.927.040\(A\)\(6\)\(d\)](#) garage width standards.
- f. *Location and configuration of driveways.* Driveways shall be located to preserve space for on-street parking by meeting one of the following requirements:
 - i. For housing units or developments on corner lots, off-street parking areas shall be accessed on the back façade or located in the rear yard. No off-street parking shall be allowed in the front yard or side yard.
 - ii. Driveways providing access to the front façade must be consolidated for adjacent dwellings.
 - iii. Consolidated driveways shall be tapered (i.e., narrower where they connect to the street and wider at the back of the driveway) to minimize the width of curb cuts and to enhance pedestrian safety.
 - iv. Individual driveways must be separated by at least 20 feet as measured from the edge of the driveway apron.
- g. *Solid Waste Provisions.* The development application shall include a plan for access for solid waste and recycling collection service, indicating common or individual unit collection points with demonstrated access and turning space for solid waste vehicles. (Ord. M-4377 § 2(b), 2022; Ord. M-4289 § 4, 2019; Ord. M-4066 § 5, 2013; ACM dated 12/2/2009, Delete Footnote 3 in Table; Ord. M-3931 § 14, 2009; Ord. M-3730 § 15, 2005; Ord. M-3709 § 8, 2005; Ord. M-3701 § 16, 2005; Ord. M-3663 § 16, 2004; Ord. M-3643, 2004)

The Vancouver Municipal Code is current through Ordinance M-4497, passed February 10, 2025.

Disclaimer: The city clerk's office has the official version of the Vancouver Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityofvancouver.us](http://www.cityofvancouver.us)

[City Telephone: \(360\) 487-8711](tel:(360)487-8711)

[Hosted by General Code.](#)

Staff Report: 169-25

To: Mayor and City Council
From: City Manager
Date: August 4, 2025

Subject

Council Action to Appoint Committees to Prepare Arguments Advocating Voters' Approval and Rejection of the Council's Proposed Amendments to the Vancouver City Charter

Key Points

- On June 9, 2025, City Council adopted a resolution proposing an amendment to the City Charter.
- Washington state law (RCW 29A.32.280) directs a legislative authority submitting a measure to voters to appoint: (1) a committee to prepare arguments advocating voters' approval of the measure and; (2) whenever possible, a committee to prepare arguments advocating rejection of the measure, and each committee may have up to three members.
- In the event that the legislative authority declines to make such appointments, the county auditor shall, whenever possible, make the appointments.
- The deadline for the City to submit committee member names to the Clark County elections office is August 5, 2025.

Strategic Plan Alignment

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

Present Situation

On June 9, 2025 the Vancouver City Council adopted Resolution 4339 and submitted an amendment to the Vancouver City Charter to voters at the November 2025 election. RCW 29A.32.280 provides as follows regarding the composition of the committees and the county auditor's role if the legislative authority fails to appoint committees by the resolution submission deadline:

"[...] The authority shall appoint persons known to favor the measure to serve on the committee advocating approval and shall, whenever possible, appoint persons known to oppose the measure to serve on the committee advocating rejection. Each committee shall have not more than three members, however, a committee may seek the advice of any person or persons. If the legislative authority of a unit of local government fails to make such appointments by the prescribed deadline, the county auditor shall whenever possible make the appointments."

RCW 29A.32.280

On June 12, 2025, the City published a news release on its website asking any member of the public to express interest in serving on either the pro or con committee for this ballot measure by June 30, 2025. The individuals who expressed interest are as follows:

Proposed Charter Amendment No. 1 – Concerning Creation of Councilmember Districts

PRO (in favor of the ballot measure):

Joshua Egan
Sarah Fox
Janet Landesburg
Siobhana McEwen

CON (against the ballot measure):

Cemal Richards

Staff recommends selecting three individuals from each list to serve on the respective committees. If less than three individuals have expressed interest in serving on a respective committee through the above process, Council may still appoint individuals they are aware of who have expressed interest and are known to support or oppose the measure at issue.

Advantage(s)

1. Satisfies requirements of RCW 29A.32.280
2. Provides relevant content related to the measure for Clark County Voters Pamphlet.

Challenge(s)

None

Budget Impact

No budget impact.

Prior Council Review

- Council Workshops: October 28, 2024, March 17, 2025, April 28, 2025, May 5, 2025, May 19, 2025.
- Council Meetings: June 9, 2025.

Action Requested

1. By motion, formally appoint a committee to prepare arguments advocating voters' approval of the proposed amendment to the City Charter, or, alternatively, defer such action to the County Auditor.
2. By motion, formally appoint a committee to prepare arguments advocating voters' rejection of the proposed amendment to the City Charter, or, alternatively, defer such action to the County Auditor.

Staff Contact

Aaron Lande, Assistant City Manager, aaron.lande@cityofvancouver.us

Attachments:

1. Presentation



CITY OF
Vancouver
WASHINGTON

2025 Charter Amendment

Appointment of Pro/Con Committees

Aaron Lande

Assistant City Manager

City Manager's Office

August 4, 2025

Requested Action

- RCW 29A.32.280 provides that the City Council “shall” formally appoint three people to serve on the for/against committees for the proposed charter amendment, but that the County Auditor shall make appointments if the City Council fails to do so.



Council Options

Appointment to Pro Committee

- **Appoint** three (3) of the applicants to serve on the Pro Committee and submit names to the County Auditor.
- **Decline** to appoint any of the applicants to the serve on the Pro Committee and defer action of appointing committee members to the County Auditor.
- **Appoint** less than three (3) committee members and defer action on remaining seats to the County Auditor.

Council Options

Appointment to Con Committee

- **Appoint** applicant to serve on the Con Committee and submit name to the County Auditor.
- **Decline** to appoint anyone to the serve on the Con Committee and defer action of appointing committee members to the County Auditor.
- **Appoint** up to two (2) additional known opponents of the proposed amendment to serve on the Con Committee and submit names to the County Auditor.



Staff Report: 170-25

To: Mayor and City Council
From: City Manager
Date: August 4, 2025

Subject

Council Action to Appoint Committees to Prepare Arguments Advocating Voters' Approval and Rejection of the Council's Proposed Single-Year Levy Lid Lift Property Tax Measure to Support Police and Public Safety Services

Key Points

- On August 4, 2025, City Council adopted a resolution proposing a single-year levy lid lift property tax measure.
- Washington state law (RCW 29A.32.280) directs a legislative authority submitting a measure to voters to appoint: (1) a committee to prepare arguments advocating voters' approval of the measure and; (2) whenever possible, a committee to prepare arguments advocating rejection of the measure, and each committee may have up to three members.
- In the event that the legislative authority declines to make such appointments, the county auditor shall, whenever possible, make the appointments.
- The deadline for the City to submit committee member names to the Clark County elections office is August 5, 2025.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation

On August 4, 2025, the Vancouver City Council will review the resolution for the proposed single-year levy lid lift property tax measure. If adopted by the City Council, staff will submit a levy lid lift proposition to voters at the November 2025 election. RCW 29A.32.280 provides as follows regarding the composition of the committees and the county auditor's role if the legislative authority fails to appoint committees by the resolution submission deadline:

"[...] The authority shall appoint persons known to favor the measure to serve on the committee advocating approval and shall, whenever possible, appoint persons known to oppose the measure to serve on the committee advocating rejection. Each committee shall have not more than three members, however, a committee may seek the advice of any person or persons. If the legislative authority of a unit of local government fails to make such appointments by the prescribed deadline, the county auditor shall whenever possible make the appointments."

RCW 29A.32.280

Because there was no time to ask any member of the public to express interest in serving on either the pro or con committee for this ballot measure, the Council may still appoint individuals they are aware of who have expressed interest and are known to support or oppose the measure at issue.

Advantage(s)

1. Satisfies requirements of RCW 29A.32.280
2. Provides relevant content related to the measure in the Clark County Voters Pamphlet.

Challenge(s)

None

Budget Impact

None

Prior Council Review

- December 18, 2023, workshop -- VPD Workshop outlining the current system's capacity and identifying the needs.
- July 1, 2024 workshop -- Review of property tax tools.
- July 8, 2024, workshop – Additional review of the VPD needs, Council direction on levy design.

Action Requested

1. By motion, formally appoint a committee to prepare arguments advocating voters' approval of the proposed single-year levy lid lift property tax measure, or, alternatively, defer such action to the County Auditor.
2. By motion, formally appoint a committee to prepare arguments advocating voters' rejection of the proposed single-year levy lid lift property tax measure, or, alternatively, defer such action to the County Auditor.

Staff Contact

Aaron Lande, Assistant City Manager, aaron.lande@cityofvancouver.us

Attachments:

None

MEMORANDUM

DATE: August 4, 2025

TO: City Council

FROM: Steve Wall, Interim Public Works Director
Will Elder, Environmental Services Manager
Julie Gilbertson, Solid Waste Supervisor
Cary Driskell, Assistant City Attorney

RE: City Adoption of Clark County's Comprehensive Regional Solid Waste Management Plan

City Council is scheduled to consider adoption of the Clark County Comprehensive Solid Waste Management Plan (CSWMP) for 2025–2030 on August 11th. This Plan, led by Clark County and developed in partnership with cities and stakeholders across the region, is required under chapters 70A.205 and 70A.300 RCW and fulfills state planning obligations for solid and hazardous waste management. Staff provided an update on the development of the CSWMP to Council on August 14, 2023, and returned on March 25, 2024, with an interlocal agreement (ILA) with Clark County to support joint planning for the CSWMP.

The updated Plan reflects changes in regulations, population growth, and regional system needs since the 2015 version. It incorporates recent legislative developments, including the Organics Management Law, and provides an implementation roadmap through 2030. The Plan covers all core service areas: waste reduction, recycling, organics, collection and transfer, household hazardous waste, and funding. Notable additions include new facility siting criteria, transfer station capacity planning, expanded food waste programs, and alignment with the Climate Action Framework.

City staff and our Solid Waste Advisory Commission (SWAC) representative have been actively engaged throughout the three-year development process. The Plan received public comments, Ecology review, and feedback from all participating jurisdictions and includes such things as a new implementation schedule, ongoing update process, and updated interlocal agreements to improve long-term planning continuity between the various agencies.

Adoption of the Plan supports regional coordination and maintains eligibility for state grant funding (e.g., LSWFA). There are no new fiscal obligations for the City beyond what is already included in the 2025–2026 budget. Final adoption by Clark County Council is anticipated in September once all participating cities have approved, followed by final submittal to Ecology.

Staff recommends Council adopt the resolution of support, consistent with prior workshops and our long-standing interlocal solid waste planning partnership with Clark County.