

August 10, 2020 - Vancouver City Council Meeting Minutes

COUNCIL CONSENT AGENDA MEETING

This meeting was conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting 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 Citizen Forum was also facilitated via the GoToMeeting conference call.

Call to Order and Roll Call

The Consent Agenda meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnery-Ogle. This meeting was conducted remotely over video conference .

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

Absent: None

Also present on the call were the following: Eric Holmes, City Manager; Jonathan Young, City Attorney; Amanda Delapena, Assistant to the City Council; Brent Boger, Assistant City Attorney; Teresa Brum, Economic Development Division Manager; Brian Carlson, Interim Deputy City Manager; Cayla Cothron, Associate Planner; Patrick Craney, Water Resource Engineer; Chad Eiken, Community and Economic Development Director; Sheryl Hale, Senior Engineering Manager; Rebecca Kennedy, Long Range Planning Manager; and members of the public.

Citizen Communication (Items 1-4)

Mayor McEnery-Ogle opened Citizen Communication and received the following testimony:

- Jim Luce, Vancouver, expressed concerns with the Heights District compatibility with adjacent neighborhoods and requested the Council adopt

the HX zoning before adopting the district plan, demolish the Tower Mall and build public infrastructure at the site as soon as possible, require one and a half parking spaces per residential unit for future development in the district, and create a neighborhood commission to review developer proposals with neighborhood compatibility.

- Christina Lombardi, Vancouver, representing the Northcrest Neighborhood Association, thanked the Council for removing the churches from being included in future HX zoning, and requested previously established covenants be respected and future development height be restricted to two stories.
- Sue Pupo, Vancouver, representing the Northcrest Neighborhood Association, stated a petition had been submitted to the Council signed by 174 neighbors requesting churches in the surrounding area be excluded from the future zoning changes.
- Glen Yung, Vancouver, requested adoption of the Heights District Plan be paused until further equity discussions can be held. He asked for clarification as to the maximum number of units that would be allowed in the Heights District.
- Janice Ritter, Vancouver, stated she appreciates the compromises made to the Plan so far, but said there still remain concerns related to transportation and parking impacts on surrounding neighborhoods.
- Kate Fernald, Vancouver, representing the Dubois Park Neighborhood Association, thanked the City for presenting a plan for 1340 units and tiered parking within the District. She requested a two-story maximum building height be implemented in the neighborhoods while high density development be limited to the Tower Mall site.
- Joe Fernald, Vancouver, requested Complete Streets design be required for the Heights District to ensure safety of all users.
- David Schmoldt, Vancouver, requested the Council adopt the HX zoning before adopting the district plan and demolish the Tower Mall and build public infrastructure at the site as soon as possible. He also requested 2 parking spaces per unit be required for future development.
- Liz Luce, Vancouver, requested the Council adopt the HX zoning before adopting the district plan, demolish the Tower Mall and build public infrastructure at the site as soon as possible, require one and a half parking spaces per residential unit for future development in the district, and create a neighborhood commission to review developer proposals with neighborhood compatibility.
- Sandi McClary, Vancouver, thanked City staff for their work, but expressed concerns that the Council has not heard directly from the public and requested that neighbors be included planning work, especially on future zoning considerations.

- Ann Donnelly, Vancouver, stated she appreciates the City's investment in the Tower Mall site, but expressed concerns about compatibility of the Heights District with surrounding neighborhoods. She requested the Council adopt the HX zoning before adopting the district plan, limit building height and increase required parking spaces per residential unit for future development in the district, and create a neighborhood commission to review developer proposals with neighborhood compatibility.
- Pam Myles, Vancouver, requested building height in surrounding neighborhoods be limited to two stories and require two parking spaces per unit for future development in the district.
- Michelle Briede, Vancouver, representing the Evergreen Highlands Neighborhood Association, echoed the comments of previous speakers and requested the HX zone be defined before Council adopts the district plan and expressed support for the creation of a neighborhood committee to be included in decisions and discussions about the district moving forward.

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

Consent Agenda (Items 1-4)

Council requested Item 3 be pulled from the Consent Agenda for separate consideration.

Motion by Councilmember Stober, seconded by Councilmember Glover, and carried unanimously to approve Items 1-2, and 4 of the Consent Agenda.

1. Bid Award -East Vancouver Phase 2 Sewer Improvements

Staff Report 096-20

Summary

The East Vancouver Phase 2 project is proposed to be constructed under the Sewer Connection Incentive Program (SCIP). This project will provide reliable sewer service to 49 parcels by installing approximately 3,371 linear feet of 8-inch gravity sewer mains in NE Rosewood Ave, NE 107th Ave, NE 133rd Ave, NE 134th Ave and NE 71st St.

On July 7, 2020, the City received 7 bids for the subject project. The bids ranged between \$594,000 and \$906,000. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	

BIDDER	AMOUNT
<i>Advanced Excavating Specialists, LLC, Longview, WA</i>	<i>\$594,713.84</i>
<i>Clark and Sons Excavating, Inc, Battle Ground, WA</i>	<i>\$631,269.57</i>
<i>Halme Battle Ground, WA</i>	<i>\$640,981.12</i>
<i>Folden Construction, Vancouver, WA</i>	<i>\$754,623.35</i>
<i>Rotschy Vancouver, WA</i>	<i>\$835,094.09</i>
<i>Nutter Corporation, Vancouver, WA</i>	<i>\$849,015.22</i>
<i>Thompson Bros Excavating, Vancouver, WA</i>	<i>\$944,949.95</i>
<i>Engineers' Estimate</i>	<i>\$650,000.00</i>

Based on the amount of the bid, this project falls within the \$500,000 to \$1,500,000 limits which requires a minimum apprenticeship utilization of 3%.

Request: Award a construction contract for the East Vancouver Phase 2 Sanitary Sewer Improvement project to the lowest responsive and responsible bidder, Advanced Excavating Specialists of Longview, WA, at their bid price of \$594,713.84, which includes Washington State sales tax.

Sheryl Hale, Senior Engineering Supervisor, 487-7151

Motion approved the request.

2. **Bid Award for Water Tower 6 Coatings & Improvements**

Staff Report 097-20

Summary

Water Station 6 is a 4.4-acre site located outside of City of Vancouver limits in Clark County, adjacent to Kunze Farms at 5800 NE 53rd St. The Water Station 6 site has been used for both water production and elevated water storage since the City purchased the property. The existing water tower was built in 1963 and holds up to 1.0 million gallons of water. Combined with two other elevated water towers at other locations, the Water Station 6 tower provides northeast Vancouver with the the water and the hydraulic pressure for drinking water & fire protection. All three water towers were recently retrofitted to better withstand a seismic event.

This project provides a new internal and external coating as well as improved operator access to the tower. The access improvements will allow Vancouver water operations staff to safely access the top of the tower. The previous Tower 6 coating replacements were conducted in 1987 and 1993 for the interior and exterior, respectively. The typical life expectancy of

coating on a steel water tank like Water Tower 6 is approximately 30 years for both the internal and external coating.

On July 7, 2020, the City received five (5) total bids of which three (3) were responsive for the subject project. The responsive bids ranged between \$1,305,829.76 and \$1,339,282.00. The bids are as follows:

SUMMARY OF RESPONSIVE BIDS	
BIDDER	AMOUNT
HCI Inc., Vancouver, WA	\$1,305,829.76
S&K Painting, Clackamas, OR	\$1,313,808.00
Long Painting, Kent, WA	\$1,339,282.00
Purcell, Tukwila, WA	Non-responsive
Southern Iron and Bridge, Tarpon Springs, FL	Non-responsive
Engineers' Estimate with tax	\$1,355,000.00

HCI Inc. has completed projects of similar size and scope in the past and has met the requested supplemental responsible bidder criteria.

Contractor acknowledges the City's desire for Apprenticeship Utilization on this project and is anticipating exceeding the 3% goal.

Request: Award a construction contract for the Water Tower 6 Coatings and Improvements project to the lowest responsive and responsible bidder, HCI Industrial & Marine Coatings of Vancouver, WA at their bid price of \$1,305,829.76, which includes Washington State sales tax; authorize the City Manager to take any legal action necessary to enforce the terms of the same.

Tyler Clary, Water Engineering Program Manager, 487-7169

Motion approved the request.

3. Adoption of the Heights District Plan and associated Comprehensive Plan amendments

Staff Report 098-20

AN ORDINANCE of the City of Vancouver, Washington relating to comprehensive planning under Chapter 37.70A, adopting the Heights District Subarea Plan; providing a vision and policies for the Heights District; providing for the future redevelopment of the Tower Mall Redevelopment Area in a

manner which is consistent with the Comprehensive Plan and community vision; amending the Comprehensive Plan to incorporate the Heights District Plan as a component of the Vancouver Comprehensive Plan as identified below; and providing for an effective date.

Summary

The general Heights area has been identified since 2011 by the Vancouver Comprehensive Plan as a future urban center that is envisioned to accommodate development as the City grows. Centers are areas where existing services and infrastructure support new development, and allow for the creation of 20-minute neighborhoods, where proximity to amenities and transportation options increase livability and convenience and promote community identity.

In June 2017 the City of Vancouver purchased the Tower Mall property with the intention of facilitating redevelopment and catalyzing private investment in an underserved area, now called the Heights District. The boundary of the Heights District generally follows Mill Plain Boulevard on the north, MacArthur Boulevard on the south and west, and Andresen Road on the east, but also includes some properties just outside these boundaries (See Exhibit A). The 205-acre District includes a mix of City-owned properties (a water facility, fire station, Park Hill Cemetery and former Tower Mall building), commercial/retail uses, social and healthcare service providers, three schools, churches, and a housing complex owned by Vancouver Housing Authority. Within the District, the 63-acre Tower Mall Redevelopment Area was identified as the area where most redevelopment will occur in the future. In order to ensure that any new development aligned with the vision being established by the Plan, a temporary development moratorium was enacted by City Council for the Tower Mall Redevelopment Area, and renewed at six-month intervals throughout the planning process.

The Heights District Plan establishes a vision and policy direction for the 205-acre Heights District, as well as a redevelopment plan and specific development program for the 63-acre Tower Mall Redevelopment Area. The Plan envisions a vibrant urban neighborhood center and provides a framework to leverage short- and long-term sustainable economic development initiatives; integrate income-based and market rate housing; catalyze private investment; include accessible public open spaces; utilize innovative urban design and sustainable development strategies; provide for the creative and functional integration of public transit; and optimize multimodal connections within the District and surrounding areas. The planning process occurred over the course of more than two years, and included a robust public outreach and engagement process that utilized a variety of methods designed to engage a diverse group of stakeholders and the broader community, including communities that are typically under-represented in planning processes.

To meet these objectives, the Plan identifies phased implementation strategies, including a new Heights-specific mixed-use zone and design guidelines as part of the first phase of implementation. Adoption of the Plan would trigger text changes to the Comprehensive Plan, as it is adopted as a component, which can be viewed in Attachments to this staff report. No zoning code changes would be implemented as part of adoption.

Request: On Monday, August 10, 2020, approve ordinance on first reading, setting date of second reading and public hearing for Monday, August 17, 2020.

Rebecca Kennedy, Long Range Planning Manager, 487-7896

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

Rebecca Kennedy, Long Range Planning Manager, presented background information on the Heights District planning effort and an overview of the community engagement involved, feedback and concerns expressed by members of the public, and how the results of that community engagement and feedback are reflected in the final proposed plan. She also presented an overview of an updated parking strategy for the district based on feedback received from the Council during the previous week's work session on the topic.

Councilmember Fox asked whether the City could develop the HX zone prior to adoption of the District Plan, noting this is one of the major points of feedback from the public, and bring the District Plan back with the zoning guidelines incorporated and consider concurrent adoption of the plan and the HX zone. She noted the Council has given significant feedback on a number of details to date, which staff has been able to respond to with amendments in the plan.

City Manager Eric Holmes stated that is possible, but it creates an environment of uncertainty in regards to Council's policy objectives for the district. He noted it would become much more of an iterative process. Ms. Kennedy stated that approach would be very challenging for staff.

Councilmember Hansen supported Councilmember Fox's recommendation for concurrent adoption of the HX zone and the District Plan in order for Council and the public to know what the HX zone looks like. He questioned the maximum number of units that would be allowed within the district. Ms. Kennedy clarified that the current version of the plan calls for a maximum of 1340 units within the redevelopment area, a reduction from previous versions in response to public feedback, and it also outlines an estimated 500 units in surrounding areas outside of the redevelopment area that could potentially be built under existing zoning. She noted those 500 units are an estimate of what could be built from private property owners taking action under current

regulations and were included to be transparent with the public in providing a complete picture of the district.

Councilmember Hansen asked if traffic calming projects would go through the normal Neighborhood Transportation Safety Alliance process. Ms. Kennedy stated the City would partner with the NTSA to evaluate and implement traffic calming projects, but projects for the Heights District would be considered outside of the citywide competitive grant program.

Councilmember Lebowsky asked whether the public would have an opportunity to participate in the process to develop parking and street design standards. Ms. Kennedy stated those standards are very technical in nature, and staff would rely on Planning Commission and Council workshops, as well as sending out notifications to the neighborhoods and putting out a public comment draft of the code once it has been drafted.

Council spoke at length regarding the involvement and roles of various City advisory boards and commissions in developing design standards.

Councilmember Glover stated everyone is supportive of developing an inviting, successful neighborhood that stimulates the economy. She stated her concern is related to traffic congestion, and she stated it is important to take the time to decide how the City will manage parking. She asked whether Council would have to make any decisions on parking regulations now with adoption of the district plan. Ms. Kennedy stated Council would not be making those decisions at this point and what is in the plan is policy direction. Parking standards would be included in consideration of the future zoning code.

Councilmember Glover stated the City is not asking people to give up their cars but talking about the possibility that people might not want to rely on cars, and the district is located at a place where multimodal options can work. She stated the future development of C-TRAN's VINE along Mill Plain will also have an impact on that.

Councilmember Paulsen stated he appreciates the community involvement in this project, noting it has been a two-way process with aspirations for the district formulated in collaboration with the community. He expressed concerns when members of the public state there has been a lack of transparency with the process, noting there have been numerous changes to the plan in response to listening to, hearing and acting upon community feedback. He stated the plan is meant to be a strategic framework that outlines what the Council hopes to accomplish and how the City will go about that. He spoke in support of moving the plan forward to second reading and public hearing, noting that additional steps will need to be taken to implement the plan, such as developing the zoning code.

Councilmember Lebowsky stated she supports moving the plan forward to second reading.

Councilmember Fox stated she is very much aware of the preference to

approve the plan first before the zoning code, and she is supportive of most of the plan as proposed, but preference does not mean that the proposed process cannot be changed. She stated she has heard a lot of fear from members of public because the HX zone has not yet been developed. She stated she would not be voting in favor of moving the plan forward not because she is voting against the plan, but because she is in favor of moving another process forward to concurrently consider the plan and the zoning code.

Councilmember Stober stated there is a broad set of opinions and feelings across the city and across the Council, and a particular set of opinions and feelings does not make anyone a bad person or mean that the Council did not hear other people. He stated if he was making the sole decision on this plan, he would make some changes to it, but this is a plan that was put together in a public engagement process and has been refined by public input and the Planning Commission. He stated moving this forward is not a matter of somebody winning and losing, but a matter of arriving at a plan as a Council and a community.

Mayor McEnerny-Ogle asked whether any development can move forward in the Heights prior to approval of the HX zoning. Mr. Holmes stated there is currently a moratorium on development in the Tower Mall area that expires in September. He stated because the EIS comment period was extended, further extension of that moratorium by Council will be required to allow for time.

Mayor McEnerny-Ogle noted the Council had received a petition requesting the Northcrest Church be excluded from the future zoning, even though the Council had previously directed the churches not be included in the zoning, which is reflected in the plan. She stated the church could go through the normal zone change process with the City if they want to move forward with that separately. She asked staff to outline that process.

Ms. Kennedy stated the City reviews requests for zoning changes once a year, and staff processes those all together so the Planning Commission and Council can consider the collective impact of those proposed changes. The City requires property owners who want to request a zone change to submit a preapplication and participate in a preapplication process with staff in the spring. Recognized neighborhood associations are notified of any applications submitted. Applicants can then move forward and submit a formal application that is evaluated by staff and submitted to the Planning Commission for consideration. She noted there is also a formal notification process to neighbors of the subject property and the general public.

Mayor McEnerny-Ogle noted there was a question from the public regarding the enforcement of covenants. She asked for clarification of the City's involvement and how such covenants could impact zone changes.

Mr. Holmes stated that unless the City is a party to the covenant, it does not generally enforce them, as they are a private restrictive tool that does not supersede the City's zoning.

Councilmember Paulsen clarified it would not be the intent of the City to go against the spirit of these covenants, even if it does not directly enforce them. He stated the right thing to do in the event of future potential development would be to work with the neighborhood and encourage the developers to work with them.

Councilmember Hansen expressed concerns that the City would lose the trust of the residents surrounding the Heights District by moving the district plan forward before adopting the zoning code, and for that reason, he would be voting against moving it forward to public hearing.

Councilmember Fox asked whether the City would continue working with the Heights Community Advisory Committee to develop the zoning code and other standards for the district. She stated maintaining a high level of neighborhood involvement will be important. Ms. Kennedy stated staff would continue working with the neighborhoods.

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried 5-2 to approve the request, setting date of second reading and public hearing for Monday, August 17, 2020. Councilmembers Fox and Hansen voted No.

4. Approval of Claim Vouchers

Request: Approve claim vouchers for August 10, 2020.

Motion approved claim vouchers for August 10, 2020, in the amount of \$2,345,651.28.

Citizen Forum (up to 90 minutes)

Mayor McEnery-Ogle opened the Citizen Forum and received the following testimony:

- Glen Yung, Vancouver, expressed concerns that citizens living near the Heights District are not being listened to and stated he was disappointed with how the Council handled the petition submitted by the Northcrest neighbors.

There being no further testimony, Mayor McEnery-Ogle closed the Citizen Forum.

Councilmember Paulsen clarified that the petition submitted by the Northcrest Neighborhood requested the Northcrest Community Church not be included in the proposed Heights rezone. That request has been honored, as the Council directed staff to remove the church property from the rezone area during earlier workshops,

and the plan being considered by the Council reflects that direction. He stated the petition also requested that any future rezone of that property occur with a public process, which would happen under the City's normal rezone process in the event such a request is submitted by the property owner in the future.

Adjournment

8:53 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

To Vancouver City Council
From Northcrest Neighborhood Homeowners

We are asking City Council Members to consider our strong opposition to the proposed High-Density Urban Development in the Northcrest Community Church lot.

We feel invaded by the proposed zone change from R-9 to Mixed-use. This development could potentially reach 4-6 stories high and as suggested in the Heights District Plan Appendix dated July 19, 2019 could include 90 – 110 apartments on the Northcrest Community Church lot. (a copy of this page is included)

This would affect our quality of life in Northcrest as increased traffic in our subdivision will be a safety concern for all of us that daily bicycle and walk with children, dogs and elderly.

A part of Idaho Street, Kansas Street and Montana Lane are in direct view of the proposed development.

We object to our streets being used as a parking lot for a proposed development that has already happened in Portland and Vancouver.

We are a friendly and quiet neighborhood with very low crime due to the fact that people here know their neighbor, and help each other on a daily basis. We are truly a community.

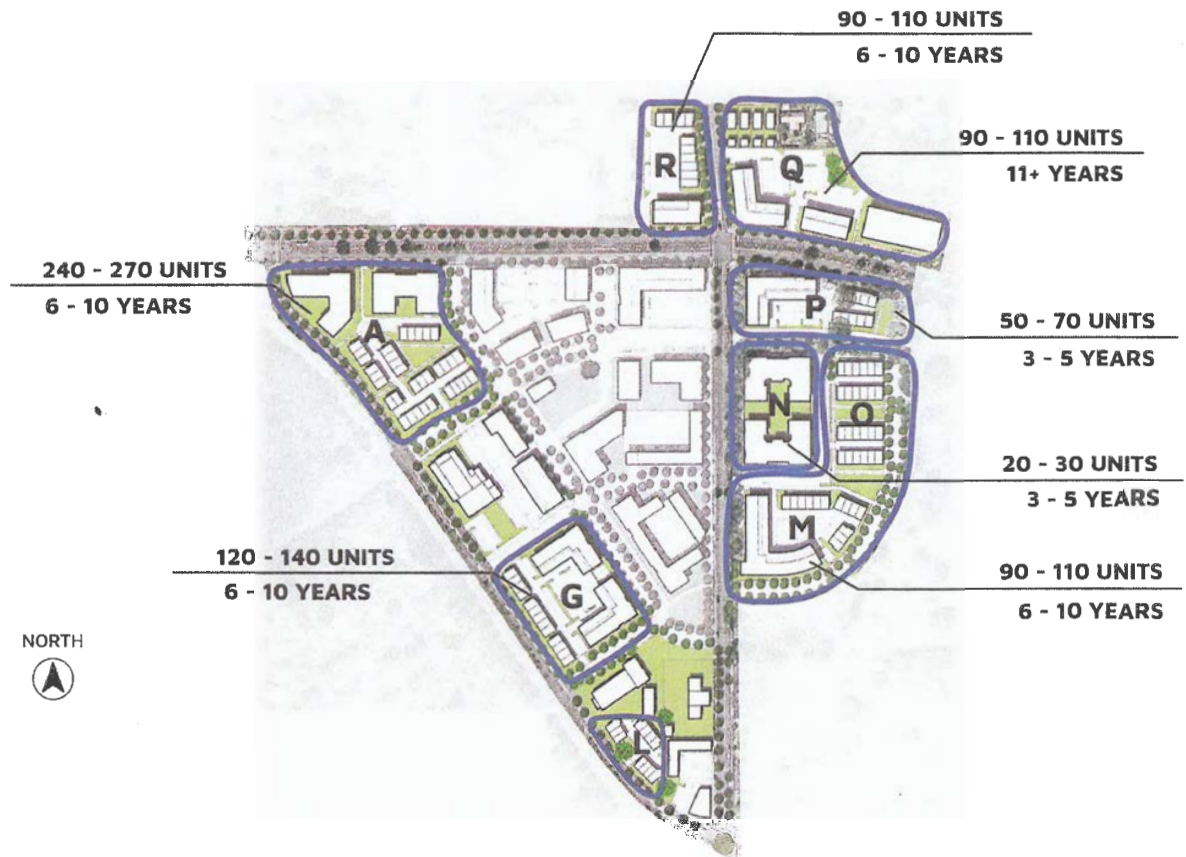
Help us protect the integrity of Northcrest.

Presented August 10, 2020
For the Record

PHASING STRATEGY-OUTSIDE IN

- Parcel led with City Owned Parcel first
- Only minimum required infrastructure to serve adjacent parcels to be in each Phase. except Mill Plain
- Key Mixed-Use Projects with shared parking are held for later Phases to allow for Market to 'catch-up'
- Some non-City owned parcels in early phases based on preliminary conversations with property owners = market dependent

Additional phasing information can be found in Appendix H ??).



Name	Address	Phone #	E-mail	Signature
1 LINDA HIGGONS	6104 MONTANA	503 729-9529		Linda Higgons
2 PAUL MACKIE	5712 KANSAS	360 608-5880		Paul Mackie
3 Lois Hokanson	5903 KANSAS	360 694-9005	Lois Hokanson 15@gmail.com	Lois Hokanson
4 DOE HOKANSON	5903 KANSAS	360 694-9005		DOE HOKANSON
5 Marilyn Saur	5902 KANSAS			Marilyn Saur
6 Pat Howard Hawley	6004 KANSAS			Pat Howard Hawley
7 Hilda Mohrman	6502 Montana Ln	360 567-7617	nishivon2001.com	Hilda Mohrman
8 Christina Lombardi	6712 Montana Ln	707 816 9162		Christina Lombardi
9 MICHAEL LOMBARDI	" "	360 600 5443		Michael Lombardi
10 SUE Pupo	5719 Montana Ln	561-809-9323	Suzanne Pupo 6@gmail.com	Sue Pupo
11 Pam Myles	5804 MONTANA LN	360-773-7343	Pam Myles 4906 2@gmail.com	Pam Myles
12 Glenn Miller	6104 Montana Ln	503-577-2225		Glenn Miller
13 Kevin Myles	5804 Montana Ln	360-773-7345	Kmyles4906 @gmail.com	Kevin Myles
14 Cor. McMahon	5905 Idaho St	971-275-3267	Corla McMahon	Corla McMahon
15 Randy McMahon	5405 Idaho	503-317-8917		Randy McMahon
16 Larry O'Leary	6612 Montana Ln	360-695-6922 360-923-9714	larryoleary@gmail.com	Larry O'Leary
17 Janet Brannen	6410 Montana	360-901-8165	janetbrannen@gmail.com	Janet Brannen
18 Lori Bryan	16303 Wyoming St	360-901-8165	bryanz116@gmail.com	Lori Bryan
19 Chris Prescott	5805 Montana Ln	503-729-1662		Chris Prescott
20 LINDA ELI	6617 MONTANA LN	360-694-3117		Linda Eli
21 Tom Eli	6617 Montana Ln	360-694-3117		Tom Eli
22 Maryann O'Leary	6612 Montana Ln	360-695-6922		Maryann O'Leary
23 Gene W. Batten	6702 Montana	360-695-3913		Gene W. Batten
24 Shirley J. Batten	6702 Montana	" "		Shirley J. Batten
25 Marilyn Williams	5703 Montana Ln	360-695-8608		Marilyn Williams
26 Chelsie Eckman	5706 MONTANA	360-735-0685		Chelsie Eckman
27 Ronal Cook	5712 MONTANA	360-693-5357		RON COOK
28 Norma Cook	5712 Montana	" " "		NORMA COOK
29 Michael Fischer	5719 Montana	360-609-0121		Michael Fischer
30 Michael Swanson	5904 Montana	810-869-5221		Michael Swanson
31 Marcia Mackey	5904 Montana	810-869-5221		M. Mackey
32 Larry Easter	5912 Montana	360-693-4887		Larry Easter

	Name	Address	Phone #	E-mail	Signature
33	Edna J. Easter	5912 Montana Ln	360-693-4507	Edna J. Easter atcomcast.net	Edna J. Easter
34	Edna J. Easter	6303 Wyoming	360-901-1020		Edna J. Easter
35	Stephen Cambren	1222 Pocatello	360-695-9911		Stephen Cambren
36	Mike W.	1201 Pocatello	360-448-5558	ummu@pocastello.com	Mike W.
37	Chris Hammond	1201 Pocatello	360-258-2850		Chris Hammond
38	RICK MILLER	1102 MONTANA	360-609-1413	DOOR DINGERO RICKMILLER@COMCAST.NET	Rick Miller
39	TERI PERRINE	1208 NAMPA CT.	360-567-7413	CSNIPP@COMCAST.NET	Teri Perrine
40	TRICIA HUSBANDS	5818 IDAHO ST	360-607-4590	TRICIAHUSBANDS@GMAIL.COM	Tricia Husbands
41	Julie Freeman	1215 Nampa Ct.	360-903-8185	darron@comcast.net Julie@comcast.net	Julie Freeman
42	Diane Walter	5809 Idaho	360-903-2936	d.walter@comcast.net	Diane Walter
43	ELMO A. GIBBS	5603 IDAHO ST	360-695-9017	glomob@comcast.net GIBBS LINK.COM	Elmo A. Gibbs
44	GLORIA F. GIBBS	5603 IDAHO ST	360-695-9017	glomob@comcast.net GIBBS LINK.COM	Gloria Gibbs
45	Thomas J. Ratts	5504 Idaho St	360-903-3065		Thomas J. Ratts
46	Margaret Ratts	" "	360-609-8123		Margaret Ratts
47	Shirley Mowry	5510 Idaho	360-694-7813		Shirley Mowry
48	Jack B. Pree	1200 Nampa Ct	360-356-6391		Jack B. Pree
49	Glenn B. Pree	1215 Nampa Ct	360-903-8145		Glenn B. Pree
50	Jane McVichols	5711 Montana			Jane McVichols
51	Becky Hilfiker	5727 Montana	971-998-6062		Becky Hilfiker
52	Luis Aparicio	5727 Montana	971-998-6062		Luis Aparicio
53	Sharon Ewald	6004 Montana	360-694-0212		Sharon Ewald
54	Jeff Coffey	6012 Montana	503-477-3403		Jeffrey Coffey@me.com
55	Linda Higgins	6014 Montana	503-577-2225		Linda Higgins
56	BRUCE ROSS	1212 MISSOULA	360-600-7137		Bruce Ross
57	Gaynell Ross	1212 Missoula Ave	360-600-7137		Gaynell Ross
58	John Towers	1204 Missoula	360-993-5983		John Towers
59	Jana Towers	1204 Missoula	360-993-5983		Jana Towers
60	Coral Ambriz	1112 Missoula	971-678-9913	Coral@ig	Coralambrizflores@gmail.com
61	Matt Mawhicker	1032 Missoula	360-606-6802		mymawhicker@gmail.com
62	Harold Lampman	1205 Missoula	360-693-0143	Harold Lampman	Lampmanhal@yahoo.com
63	Edna J. Easter	6409 Idaho	360-513-3116		Edna J. Easter
64	Joanita Muñoz	4126 Bradshaw Ln.	360-256-5406		Joanita Muñoz

	Print Name	Address	Phone #	Email	Signature
65	Damaris Radeu	6003 Montana Lane	(360) 975-2153	radu@damaris.com	Damaris
66	Kim Mohr	6122 Broadview Ln	360-600-8006	Kim@class-cooking.com	Kim
67	MARK MAHAN	6122 Broadview Ln	360 600 0120	mmahan54@gmail.com	Mark Mahan
68	STEVEN EUSTIS	6126 Broadview Ln	360 936 0661	STEVEN52@yahoo.com	Steve Eustis
69	Laura Eustis	6126 Broadview Ln	360 518 7200	LNickmson@aol.com	Laura Eustis
70	Jeanette Richards	6128 Broadview	503-701-2007	bluliteb@richaigmail.com	Jeanette Richards
71	Greg Duvic	6130 Broadview Lane	360-449-2224	gregduvic@gmail.com	Greg Duvic
72	Inn Glas	6132 Broadview Lane			Inn Glas
73	Melba Wilcox	6134 Broadview Ln			Melba Wilcox
74	Doug Hunt	6136 Broadview			Doug Hunt
75	Lori Frank	6138 Broadview	360-695-4834	lfrank57@hotmail.com	Lori Frank
76	Kathleen Sumpster	6118 Montana	360-608-2727	KathleenSumpster@yahoo.com	Kathleen Sumpster
77	Sunhee Hong	6202 Montana	512-927-7393	shhong@utexas.edu	Sunhee Hong
78	Zach Breitenstein	6202 Montana	573-238-6574	zachbreitenstein84@gmail.com	Zach Breitenstein
79	Quinn	6212 Montana	360-693-0392	qthor39@msn.com	Quinn
80	Diane Thorne	612 Montana	360-453-0397	qthor39@msn.com	Diane Thorne
81	Janice Rankin	6220 Montana	360-693-8321	jrankin@msn.com	Janice L. Rankin
82	KELLY RANKIN	6220 Montana	360-693-8321		Kelly Rankin
83	Traie Blustone	6205 Montana	360 560 5327	traie85@yahoo.com	Traie Blustone
84	Barbara Gust	6119 Montana	360 910-3719	Gust135@gmail.com	Barbara Gust
85	KIRBY LOTT	6110 Montana	360-445-2711		Kirby Lott
86	Joe Gergen	1104 MISSOULA AVE	509 324 8260		Joe Gergen
87	ARLON MYLES	1202 Pocatello Ave	360-953-8589	mylusa@comcast.com	Arlon Myles
88	CORTENZO SPARK MYLES	1202 Pocatello Ave	360-953-8589	Smyles828@gmail.com	Cortenzo Spark Myles

	Print Name	Address	Phone #	Email	Signature
89	Joyce Prigge	6309 Idaho	360 696-4806		Joyce Prigge
90	Paul Prigge	6309 Idaho	696-4806		Paul E Prigge
91	Luis Munoz	6120 Broadview Ln	360 256-8406	14-jd@msn.com	Luis Munoz
92	JULIE HALL	6106 KANSAS	360 983-8875	DNSHALLWAY@YAHOO.COM	Julie A. Hall
93	Dennis DuBois	6118 KANSAS	360-693-6973		Dennis DuBois
94	DAN Michal	6124 Kansas	360 356-0185		Dan Michal
95	David Perez	6209 Kansas St	503-997-2275	Fishinfad1025@comcast.net	David Perez
96	M. Olson	6408 Kansas St	360-695 0644		M. Olson
97	DENNIS OLSON	6408 KANSAS ST	360 695-0644		D Olson
	Lois Harris				
98	Kathy Lehto	6510 KANSAS ST	360 699-9358	KathyLehto@comcast.net	Kathy Lehto
99	ROMONA FRASER	6608 ST	360 906 0644		Romona Fraser
100	John Raggie	6608 Kansas	360 906 0644		John Raggie
101	Scott Blanchard	6614 KANSAS	360 216 9981		Scott Blanchard
102	Rosco Pirtle	6704 Kansas	360 644 8676		Rosco Pirtle
103	Joyce Pirtle	6704 Kansas	360 694 8676		Joyce Pirtle
104	Maria Witt	6709 Idaho	978-319- 3179	harold.witt@gmail.com	Maria J. Witt
105	Harold Witt	"	978-430- 7441	harold.witt@gmail.com	Harold Witt
106	DONNA TINSEN	6609 IDAHO ST	406-899-5238	gd-tins@yanet.com	Donna Tins
107	GLEN PIERCE	6117 IDAHO ST	360-909-563	gfpierce@comcast.net	Glen Pierce
108	Carolyn Shefler	1209 Nampa Ct	360-737-9785	cshelfer@comcast.net	Carolyn Shefler
109	Roxie Kemler	1113 Missoula	360-258-0183	KemlerROXIE@comcast.net	Roxie Kemler
110	Victor Holmgren	6209 Idaho	360-607-1011	Victor.Holmgren@comcast.net	Victor Holmgren
111	Foy E WEBSTER	6217 IDAHO	360-993-0910		Foy E Webster

Print Name	Address	Phone #	Email	Signature
Charles Webster	6217 Idaho	360 993 0970	candfweb@comcast.net	Charles Webster
Jared Mahan	6505 Wyoming St	505 945 2277	jdmahan204@hotmail.com	Jared Mahan
Karen Johnson	6508 Wyoming	360-696-0510	ekjohns6508@comcast	Karen Johnson
Evel Johnson	6508 Wyoming	360-696-0510	" " "	Evel Johnson
Frances K. Payne	1119 Montana Ln	503-805-8871	ForeverPayne@a.com	Frances K. Payne
Richard Payne	1119 Montana Ln	360 933 393	"	Richard Payne
Lawrence Hothusen	1111 MONTANA LANE	360 798 9289	Larry 0619@GMAIL.com	Lawrence Hothusen
Rebecca Hothusen	1111 Montana Ln	360-989-5105	"	Rebecca Hothusen
SHERI Annand	1117 Pocotella Ave	360 989 6212	all lower 12 cases shannan12@gmail.com	Sheri Annand
GARY J. BARKER	4303 Idaho St	360 694-5476	"	Gary J. Barker
Jean Kinnison	1103 Helena	503-367-6178	PDX4721761@gmail.com	Jean Kinnison
Ron Kinnison	6304 Kansas St	360-606-2999	My83hdc@comcast.net	Ron Kinnison
Julie Ballou	912 Helena	505 730 2056	julieballou@hotmail	Julie Ballou
Cherise Ballou	6124 Broadview Ln	503-828-2753	reballou@yahoo	Cherise Ballou
Mary Claudine Hunter	5813 Montana	360-694-9891	maryclaud@msn	Mary Claudine Hunter
JOHN KYLE	6213 MONTANA	360 852-8620	jkylearch@aol.com	John Kyle
Lisa Robin Hixon	5703 Idaho St	360 909 1168 360 213 8768	lisahix@aol.com rwhixon@aol.com	Lisa Robin Hixon
Tracy Mancuso	6203 Idaho St	360 355 0503	tracy50@gmail.com	Tracy Mancuso
Darin Hanes	6619 Wyoming	360 695 6035	"	Darin Hanes
WAYNE SIMONS	5826 MONTANA AVE	360 812-1156	"	Wayne Simons
BRUCE McCollum	6302 MONTANA LN	360 771-5363	brucemcc9866@yahoo.com	Bruce McCollum
ERIN McCARTHY	6403 MONTANA LN	503-495-4856	erin-mccarthy@yahoo.com	Erin McCarthy

Print Name	Address	Phone #	Email	Signature
JUNE McKELLAN	1224 Montana Ln Vancouver	360 694 5262	juneam4all@comcast.com	June McKellan
Denise P. K.	1210 NE POCAHONTAS AVE	360-932-5759	denisealex@comcast.com	Denise P. K.
Thomas Pierce	Same as Above 1505 Clark St	360-213-6363	N/A	Thomas Pierce
JAY JOSEPHSEN		360 607 1282	jayjosephsen@comcast.com	Jay Josephsen
JAMES S. MOORE	6509 IDAHO ST	(360) 791-3354	Im2Bizy2@aol.com	James S. Moore
Dave Leisure	6602 Idaho St	360 601 5139	dkleisure@yahoo.com	Dave Leisure
Clay Rolon	6608 Idaho	360 635 1654		Clay Rolon
Tim Barrett	1211 Montana Lane	360 450 8723		Tim Barrett
Angela Gooding	1214 Montana	360-695-7119	summuyish@comcast.com	Angela Gooding
REX NELSON	1227 MONTANA LN	360-699-4049	REX NELSON 1 @COMCAST.NET	Rex Nelson
Carol Kelly	1125 Beattie Ave	360 693 8747		Carol Kelly
Marilyn Delano	5810 Kansas St	360.606.1509	joeteen@comcast.net	Marilyn Delano
Pam Dusenberry	6221 Montana Lane	360-241-0241		Pam Dusenberry
Kirk Dusenberry	6221 Montana Lane	360-921-8420	kirkduse1@comcast.net	Kirk Dusenberry
Sherrie Gergen	1104 MISSOURI	360 635 2711	jgergen@comcast.net	Sherrie Gergen
RICHARD L PORTER	1005 MISSOURI	360 694 8297	RLPL PORTER 360 @GMAIL	Richard Porter
Nicole Saul	5902 Kansas St Vancouver, WA	808 343-9105	Saulsah@Yahoo.com	Nicole Saul
Diane Kunkel	5720 Kansas Van WA 98661	360-771-6889	Kunkel@hei.net	Diane Kunkel
Mike Kunkel	5720 KANSAS ST VANC. WA 98661	360 771 6567	Mikeckunkel@gmail.com	Mike Kunkel
PETER HIRST	6503 IDAHO ST Vancouver 98661	360 597 3626	FIRST589@comcast.com	Peter Hirst
Naynde Hirst	" "	" "	Kb7pmp@yahoo.com	Naynde Hirst
Mervyn Smith	1212 Montana	360 695 9135	mervyn.smith@comcast.net	Mervyn Smith

Print Name	Address	Phone #	Email	Signature
Laura Elliott	Chester Idaho Vance			Jean Elliott
Jerry Fisher M.D.	6620 Kansas		jayeff@gmail.com E-MAIL the wolf 90682@yahoo.com	SEE ATTACHED M.A. Kerr
Mack A Kiser	6205 Montana Ln		krm1313@gmail.com	Nichelle Menie
Michelle Murre	5602 Idaho		mury.r.croze@gmail.com	Mary Ann
Mary Crowe	6012 Montana Ln			Francois K. Rana
Roy Rana	1119 Montana			Karen B Roberton
Karen Roberton	6123 Kansas		horseandbuggy207@gmail.com	Alfred S Capron
Alfred S Capron	1111 Pocate llo		gloristan@comcast.net	Gloria N Kapon
Gloria W. Capron	Same		same	Marjorie J White
Marjorie White	5805 Idaho St		whitenij@comcast.net	Carol Kelly
Carci Kelly	1125 Beatell Ave. Montana	360-356-5153	NCpheik@gmail.com	Norman Phil
NORMAN Pheil	/5812 LANE	360-798-1893	adavil798@gmail.com	April Duvic
April DUVIC	6130 Broadview Ln			Betty Spencer
Betty Spencer	6003 Kansas ST	360-694-9197		Gail Warner
Gail Warner	6601 Wyoming St.	declined	declined	Chris Warner
Chris Warner	6611 Wyoming St.	-	-	Margaret Smith-peter
Margaret	Smith-peter 6320 Kansas ST	503-708-1077	smithpeter2@yahoo.com	Pruce Adams
Pruce Adams	6314 Kansas			Christine Jones
Christine Jones	1103 Montana	360-703-4842	pnes4989@yahoo.com	
Print Name	Address	Phone #	Email	Signature

From: Jerry Fisher <jjayeff@gmail.com>
Date: February 11, 2020 at 2:05:54 PM PST
To: Tim Davis <Davistim@comcast.net>
Subject: **Petition to limit development near 6620 KANSAS**

I want to sign any of the above petitions being submitted.

I own the house listed above on KANSAS St.

Jerry J Fisher MD

Signer #157

From: [Eileen Buslach](#)
To: [City of Vancouver - Office of the City Manager](#)
Cc: [Eileen Buslach](#)
Subject: Heights development
Date: Sunday, August 9, 2020 4:26:00 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.

Big Concerns:

1. My address is [REDACTED]. I live in a residential neighborhood. Currently my front yard faces a nice open lawn area and the fire station. It is VERY Important to us that our home continues to feel like it's in a quiet residential neighborhood vs an urban center. I would expect that future home across the street from me are single family dwellings that fit into a residential neighborhood and they have ample off street parking.

2. PARKING. If you look up and down Idaho street all the homes have at least two car garages and driveways that accommodate another two cars if needed. That is the standard in this neighborhood. I'm sure studies must show that most households are at least two cars per residence. It is a huge worry the local homes will not be provided with enough parking for families and their visitors and additional business overflow into the neighborhoods will crowd our streets. I basically know that this is going to be a problem. What is the city's plan for this and what recourse will we have in the future when this happens. I drive through new developments all over Vancouver and cars are crowding the streets. Seems no developer make adequate accommodations for parked cars. No money in it I suppose!

Eileen Buslach

From: [FRANK L'AMIE](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Heights Redevelopment Plan
Date: Monday, August 10, 2020 10:26:29 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.

Mayor and City Council:

As a member of the Citizens Advisory Committee (CAC) for the Heights Redevelopment Plan I would like to recommend adoption of the plan.

I have been involved in various advisory committees for the City of Vancouver over the last 10 years. This process has been by far the most inclusive of citizens and had the most outreach by city staff of any I have experienced. The process was thorough and covered a broad range of issues and topics. Many issues raised by the CAC were included in the final plan. All the issues raised were resolved to the satisfaction of the CAC and the VHNA.

As the representative of the Vancouver Heights Neighborhood Association (VHNA) I can attest that the VHNA was apprised of all developments throughout the entire planning process over the last 2 years. The VHNA is strongly in favor of this proposed redevelopment.

Council has made some modifications to the original proposal that accommodate concerns raised after the proposal was received. These changes strengthened the proposal. Additional options can be addressed as the project takes shape and zoning ordinances are adopted. The proposal as it stands should move forward.

Frank L'Amie

[REDACTED]

Vancouver, WA 98664

[REDACTED]

Phone [REDACTED]

Cell [REDACTED]

From: [Barbara](#)
To: [City of Vancouver - Office of the City Manager](#)
Cc: [Kate Fernald](#)
Subject: Submitting these comments for the record
Date: Monday, August 10, 2020 6:55:23 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.

To everyone involved in the Heights plan,

So you want everyone to stop driving cars? It's not going to happen. They are still making cars, and 8 months out of the year around here people aren't going to stand around waiting for a bus unless they have to .

So you are going to make everything slower around here with speed bumps; 1 lane on Andresen; and not enough parking . Then adding 4,000 or more people to the mix .

To me all that's doing is hurting the people that have been paying this city taxes for years .

Hopefully you have seen what the Northcrest Neighborhood needs adjusted in this plan.

Since it directly affects their neighborhood , you should listen to them. There's no reason not.

I found an article from July 8, 2019 saying Vancouver expected to get 700 new parking spaces. It also said downtown is a real balancing act, we're trying to make sure there's enough parking available, convenient, and easy to find.

I also see there's plenty of parking at the waterfront .

You want an Urban Center that will change this area tremendously . Hopefully you will listen to the neighborhoods that surround this area .

If your urban center doesn't want to furnish parking, then maybe it doesn't belong up here at all.

A concerned resident ,taxpayer, and voter .

Barbara Stanley
517 Phoenix Way

Sent from my iPad

August 17, 2020 - Vancouver City Council Meeting Minutes

WORKSHOPS

Workshops were conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting 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, or listen via the GoToMeeting conference call.

4:00-5:00 p.m. Kirkland East: Orientation to Project and Draft Development Agreement

Chad Eiken, Community and Economic Development Director, 360-487-7882; Dean Kirkland, President, Kirkland Development; Brian Fleener, OTAK Architecture

Summary

City staff and members of the project team provided an overview of a proposed development along the Vancouver waterfront, as well as an outline of a potential development agreement between the City and Kirkland Development that would help facilitate the project.

5:00-6:00 p.m. Waterfront Gateway Project Update

Teresa Brum, Economic Development Division Manager, 360-487-7949; John Collum, Principal Planner, 360-487-7956; Richard Keller, City

Center Redevelopment Authority Board President

Summary

City Staff and board president for the City Center Redevelopment Authority provided Council with an update on the Waterfront Gateway project.

REGULAR COUNCIL MEETING

This meeting was conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting 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 and Public Hearing items was also facilitated via the GoToMeeting conference call.

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 remotely over video conference.

Present: Councilmembers Fox, Paulsen, Lebowsky, Glover, Stober, Hansen, Mayor McEnerny-Ogle

Absent: None

Also present on the call were the following: Eric Holmes, City Manager; Jonathan Young, City Attorney; Amanda Delapena, Assistant to the City Council; Hassan Abdalla, Engineering Manager; Brent Boger, Assistant City Attorney; Teresa Brum, Economic Development Division Manager; Brian Carlson, Interim Deputy City Manager; Chad Eiken, Community and Economic Development Director; Julie Hannon, Parks and Recreation Director and Incident Commander for the City's COVID-19 Response; Rebecca Kennedy, Long Range Planning Manager; Natasha Ramras, Chief Financial Officer; Peggy Sheehan, Community Development Programs Manager; Brian E. Wilson, Operations Superintendent; and members of the public.

Approval of Minutes

Minutes - July 27, 2020

Motion by Councilmember Lebowsky, seconded by Councilmember Paulsen, and carried unanimously to approve the meeting minutes of July 27, 2020. Councilmember Glover abstained.

Minutes - August 3, 2020

Motion by Councilmember Glover, seconded by Councilmember Stober, and carried unanimously to approve the meeting minutes of August 3, 2020.

Citizen Communications (Items 1-6) - see general protocol above

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

Consent Agenda (Items 1-6)

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

1. Water Meter Contract C-88770, Contract Increase

Staff Report 099-20

Summary

Contract ITB 17-17 Lead-Free Bronze Water Meters was awarded to Core and Main in November 2017 for \$300,000 for five years. The contract is almost in year three and the funds have been depleted. Public Works staff has been replacing roughly 3500 water meters per year, sizes 5/8 – 2”, according to the established life expectancy of the water meter. In order to maintain this type of production, staff is requesting \$430,000 be added through the life of the contract.

Request: Authorize the purchase of Lead Free Bronze Water Meters from Core & Main of Vancouver, Washington, through contract C-88770 at an amount not to exceed \$430,000 for the life of the contract.

Brian E. Wilson, Operations Superintendent - Water, 360-487-8275

Motion approved the request.

2. Bid Award for 2019 TIB Complete Streets Columbia Tech Center, per Bid # ITB 20-24 (Project #PRJ100337)

Staff Report 100-20

Summary

On July 21, 2020 the City received 2 bids for the subject project. The low

bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
<i>Halme Excavating, Battle Ground, Washington</i>	<i>\$ 355,946.00</i>
<i>Clark and Sons Excavating, Battle Ground, Washington</i>	<i>\$ 389,961.46</i>
<i>Engineer's Estimate</i>	<i>\$285,000 to \$315,000</i>

There are no City Apprenticeship goals because current City's apprenticeship guidelines apply to contracts over \$500,000.

Request: Award a construction contract for the 2019 TIB Complete Streets Columbia Tech Center to the lowest responsive and responsible bidder, Halme Excavating, of Battle Ground, Washington, at their bid price of \$355,946.00, which includes Washington State Sales Tax, and authorize the City Manager or designee to execute the same.

Hassan Abdalla, Engineering Manager, 360-487-7704

Motion approved the request.

3. Columbia Non-Profit Housing - Englund Manor Rehab (Affordable Housing Fund contract)

Staff Report 101-20

Summary

Columbia Non-Profit Housing, a nonprofit subsidiary of the Vancouver Housing Authority, is rehabilitating Englund Manor located at 3720 E 18th Street, Vancouver WA 98661. Englund Manor has 29 one-bedroom units constructed in 1993. All units are restricted to 50% AMI for households 55 years and older. There are significant needs for renovation including: heating and ventilation (common area and units), elevator upgrade, lighting upgrades (common area and units), laundry room upgrades, siding and windows, accessibility upgrades and kitchen and bathroom upgrades.

City Council approved an Affordable Housing Fund award for this project totaling

\$850,000. The award was approved in February 2019. These funds are from the 2019 levy.

Per the Affordable Housing Fund guidelines, 22 units will be restricted to households earning up to 50% AMI throughout the 20-year affordability period. Columbia Non-Profit Housing plans on all 29 units remaining affordable at 50% AMI or below.

Affordable Housing Funds will be used for development costs including construction hard costs. Construction is anticipated to begin in late summer 2020.

Request: Authorize the City Manager or his designee to execute the Affordable Housing Fund contract with Columbia Non-Profit Housing for Englund Manor rehabilitation and approve any subsequent legal action necessary to enforce the terms of the same.

Peggy Sheehan, Community Development Programs Manager, 360-487-7952

Motion approved the request.

4. Vancouver Housing Authority- Miles Terrace (Affordable Housing Fund)

Staff Report 102-20

Summary

The Housing Authority of the City of Vancouver is developing Miles Terrace (formerly called WXV Senior Housing) located at 400 W 15th Street in downtown Vancouver. The project consists of land acquisition and development of a 69-unit senior apartment complex located at 400 West 15th Street. The project will include a mix of studio, 1-bedroom and 2-bedroom units for low-income renters 62 years and older. Thirty-five (35) units will be targeted to households earning up to 50% of area median income (AMI) and 34 units will be targeted to households earning up to 60% AMI. Fifteen (15) units will carry an Affordable Housing Fund covenant.

City Council approved an Affordable Housing Fund award for this project totaling \$1,100,000 in June 2020. The \$1,100,000 is from 2019 levy funds.

Per the Affordable Housing Fund guidelines, 15 units will be restricted to households earning up to 50% AMI throughout the 20-year affordability period. The agency has also requested a partial impact fee waiver from the

City, which will require that all units in the project remain affordable in perpetuity to households at/below 80% AMI.

Affordable Housing Funds will be used for land acquisition. Construction is anticipated to begin in fall of 2020.

Request: Authorize the City Manager or his designee to execute the Affordable Housing Fund contract with Housing Authority of the City of Vancouver and approve any subsequent legal action necessary to enforce the terms of the same.

Peggy Sheehan, Community Development Programs Manager, 360-487-7952

Motion approved the request.

5. COVID-19 Business Assistance - CDBG Funding Awards

Staff Report 103-20

A RESOLUTION relating to the adoption of the City of Vancouver Community Development Block Grant funding awards for small business assistance programs; authorizing the City Manager to execute agreements on behalf of the City of Vancouver consistent with the CDBG and HOME Investment Partnerships Annual 2019 and 2020 Action Plans, providing for severability and an effective date.

Summary

In June 2020, City Council allocated \$1,056,834 in 2020 CDBG and COVID-19 response funds ("CDBG-CV") for business assistance programs (\$666,257 in CDBG and \$390,577 in CDBG-CV funds). The funding is to be used for technical assistance and grants/loans to help businesses adapt to current economic conditions related to the pandemic. At Council's direction, up to \$200,000 of the business assistance funds is to be used by the Vancouver's Downtown Association.

Awards made from small business allocation to date

The \$1,056,834 allocation for business assistance includes \$160,000 already awarded as follows:

- \$50,000 to MercyCorps NW for small business technical assistance to 25 businesses*
- \$75,000 to Hispanic Metropolitan Chamber for small business*

technical assistance to 35 businesses

- *\$35,000 to Vancouver's Downtown Association for technical assistance to 50 businesses to establish parklets and outdoor seating*

Current funding recommendations for remainder of small business allocation

City staff completed an RFI process in July 2020 to award the remaining \$896,834 in CDBG/CDBG-CV funds. The City received 10 proposals that were prioritized by a committee of City staff and community development stakeholders. The CDBG/CDBG-CV funding recommendations are as follows (please see attached award list for additional details). The City's CDBG funds will also leverage approximately \$700,000 in funding from other sources for loans to serve additional businesses in Vancouver. Please note that the contracted amounts are subject to change based on negotiations with the agencies and final HUD guidelines for business assistance.

- *\$165,000 to Vancouver's Downtown Association for technical assistance to 35 businesses, and a Downtown/Uptown marketing strategy benefiting approximately 250 businesses*
- *\$300,000 to MercyCorps NW for a **short-term business stabilization grant program**, providing grants of \$2,500 to approximately 86 businesses (limited to businesses with 1-5 employees with owner's income at/below 80% AMI). The City's funding will also leverage an estimated \$200,000 in SBA lending to serve additional businesses.*
- *\$431,834 to MESO (Microenterprise Services of Oregon) to provide technical assistance to an estimated 75 businesses and a **longer-term business stabilization loan program**. Loans of \$2,500 to \$10,000 will be provided to approximately 25-50 businesses (loans limited to businesses with 1-5 employees with owner's income up to 80% AMI). The City's funding will also leverage an estimated \$500,000 in SBA lending and other MESO loan products to serve additional businesses.*
 - *Includes \$25,000 to be subcontracted to Fourth Plain Forward for technical assistance targeted to Fourth Plain area*

Technical assistance overview

The focus of technical assistance is helping existing businesses adapt to pandemic-related conditions, including developing/updating a business plan; obtaining licensing/permits needed for business adaptation; marketing and social media strategy; and access to loans and other

sources of capital. Technical assistance may also include general business education related to finances and record keeping, taxes, labor regulations, legal requirements, etc. City staff will work with the providers to strategically deploy technical assistance resources, with the goal of serving small businesses throughout Vancouver and reaching underserved populations.

Contracting

HUD will be issuing further guidance of the use of the CDBG-CV and CDBG funds for business assistance; these guidelines will be added to the contracts. Contracting is expected to occur in August. City staff is developing the loan guidelines along with the application materials and will partner with the funded organizations on outreach efforts.

Request: *Adopt a resolution approving the additional 2020 CDBG and CDBG-CV awards totaling up to \$896,834 for small business assistance programs.*

Peggy Sheehan, Community Development Programs Manager, 360-487-7952

Motion adopted Resolution M-4086 to approve the request.

6. Approval of Claim Vouchers

Request: Approve claim vouchers for August 17, 2020.

Motion approved claim vouchers for August 17, 2020, in the amount of \$6,056,740.93.

Public Hearings (Item 7) - see general protocol above

7. Adoption of the Heights District Plan and associated Comprehensive Plan amendments

Staff Report 098-20

AN ORDINANCE of the City of Vancouver, Washington relating to comprehensive planning under Chapter 37.70A, adopting the Heights District Subarea Plan; providing a vision and policies for the Heights District; providing for the future redevelopment of the Tower Mall Redevelopment Area in a manner which is consistent with the Comprehensive Plan and community vision; amending the Comprehensive Plan to incorporate the Heights District

Plan as a component of the Vancouver Comprehensive Plan as identified below; and providing for an effective date.

The general Heights area has been identified since 2011 by the Vancouver Comprehensive Plan as a future urban center that is envisioned to accommodate development as the City grows. Centers are areas where existing services and infrastructure support new development, and allow for the creation of 20-minute neighborhoods, where proximity to amenities and transportation options increase livability and convenience and promote community identity.

In June 2017 the City of Vancouver purchased the Tower Mall property with the intention of facilitating redevelopment and catalyzing private investment in an underserved area, now called the Heights District. The boundary of the Heights District generally follows Mill Plain Boulevard on the north, MacArthur Boulevard on the south and west, and Andresen Road on the east, but also includes some properties just outside these boundaries (See Exhibit A). The 205-acre District includes a mix of City-owned properties (a water facility, fire station, Park Hill Cemetery and former Tower Mall building), commercial/retail uses, social and healthcare service providers, three schools, churches, and a housing complex owned by Vancouver Housing Authority. Within the District, the 63-acre Tower Mall Redevelopment Area was identified as the area where most redevelopment will occur in the future. In order to ensure that any new development aligned with the vision being established by the Plan, a temporary development moratorium was enacted by City Council for the Tower Mall Redevelopment Area, and renewed at six-month intervals throughout the planning process.

The Heights District Plan establishes a vision and policy direction for the 205-acre Heights District, as well as a redevelopment plan and specific development program for the 63-acre Tower Mall Redevelopment Area. The Plan envisions a vibrant urban neighborhood center and provides a framework to leverage short- and long-term sustainable economic development initiatives; integrate income-based and market rate housing; catalyze private investment; include accessible public open spaces; utilize innovative urban design and sustainable development strategies; provide for the creative and functional integration of public transit; and optimize multimodal connections within the District and surrounding areas. The planning process occurred over the course of more than two years, and included a robust public outreach and engagement process that utilized a variety of methods designed to engage a diverse group of stakeholders and the broader community, including communities that are typically under-represented in planning processes.

To meet these objectives, the Plan identifies phased implementation strategies, including a new Heights-specific mixed-use zone and design

guidelines as part of the first phase of implementation. Adoption of the Plan would trigger text changes to the Comprehensive Plan, as it is adopted as a component, which can be viewed in Attachments to this staff report. No zoning code changes would be implemented as part of adoption

Request: Subject to second reading and public hearing, approve ordinance.

*Rebecca Kennedy, Long Range Planning Manager,
360-487-7896*

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

City Manager Eric Holmes provided a brief introduction and contextual information regarding the Heights District Plan.

Chad Eiken, Community and Economic Development Director, provided background information on the planning effort.

Rebecca Kennedy, Long Range Planning Manager, provided an overview of the details of the proposed plan and the features of the Heights District.

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

- Jim Luce, Vancouver, asked whether the City would lose any grant funds if the adoption of the district plan was postponed, and stated that if no grant funds were at risk, the plan adoption should be postponed until the zoning code could be brought forward for concurrent adoption.
- Sandi McClary, Vancouver, stated the Heights District Community Advisory Committee was well planned but members were not asked to collect information from others, and as such robust participation from people living adjacent to the district did not start until the Environmental Impact Statement was released; she requested further engagement with the neighbors and concurrent adoption of the district plan and the zoning code.
- Barbara Stanley, Vancouver, requested the Council adopt the district plan concurrently with the zoning code.
- Janice Ritter, Vancouver, thanked the Mayor for her response to the Northcrest neighbors who had submitted a petition; she expressed concerns about further traffic congestions in the district, and requested the Council adopt the district plan concurrently with the zoning code.
- Kate Fernald, Vancouver, representing the Heights District Neighborhood Coalition, thanked the Mayor for her response to the Northcrest neighbors who had submitted a petition and requested the Council adopt the district plan concurrently with the zoning code.

- Glenn Miller, Vancouver, representing the Northcrest Neighborhood Association, thanked the Mayor for her response to the Northcrest neighbors who had submitted a petition and requested the Council adopt the district plan concurrently with the zoning code. He also thanked Ms. Kennedy for her work on this project.
- Rick Gales, Vancouver, stated that neighbors seem to now be participating in this process, and requested the Council adopt the district plan concurrently with the zoning code.
- Glen Yung, Vancouver, expressed concerns that neighbors are not being listened to by the City, which is causing them harm; he requested the Council adopt the district plan concurrently with the zoning code.
- Dave Schmoldt, Vancouver, stated there are still open questions that need to be answered about the details of the plan and how COVID-19 will impact future development. He asked how flexible the planning will be given these questions.
- Nancy Pettit, Vancouver, stated she loves the livability, walkability and support for business included in the plan, but she has concerns regarding parking in the area and potential changes to traffic flow. She stated 1.5 parking spaces per unit are not sufficient, and asked for a defined limit to building height. She requested the Council adopt the district plan concurrently with the zoning code.
- Terry Phillips, Vancouver, requested the Council adopt the district plan concurrently with the zoning code.

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

Councilmember Paulsen asked what the timeline for demolition of Tower Mall and construction of the infrastructure improvements and subsequent potential development would be. City Manager Eric Holmes stated demolition is projected for first quarter of 2021. He stated the pace at which the infrastructure is completed will depend ultimately upon the priority that the City Council places on completing that infrastructure in future budget cycles, and the more significant that commitment, the better the opportunity will be for the City to leverage additional state and federal partners to assist with completing that infrastructure. He explained there are some improvements in the adopted capital plan, including renovation of the water reservoirs on the north side of Mill Plain because they are seismically at risk, and there are some water transmission mains that are also on track to be constructed regardless of Council's decision on the land use policy.

Councilmember Paulsen asked for an example of what the private investment could be from development activity. Mr. Holmes stated the Waterfront development, for example, included public investment of about \$75 million

from numerous funding partners, with the City contributing about one-third of that. A similar approach could be applied to the Heights District development.

Councilmember Paulsen asked what concurrent adoption of the HX zone and the district plan would look like. Mr. Eiken stated it would require another public process with the Planning Commission reviewing the zoning code and making a recommendation to City Council. He stated there would be a lot of public involvement before getting to a public hearing.

Councilmember Stober asked if, in the event Council adopts the district plan and then directs staff to move forward with the development of the HX zone and during that process determines one of the policies in the plan is untenable, whether the plan could be amended. Mr. Eiken stated there will be revisions to the plan over time, as it is a long term plan and if something is off with the assumptions or if conditions change, staff can bring the plan back to Council as part of an annual update process. He stated subarea plans can be amended at any time. He stated that if Council were to hold off on adopting the plan before developing the zoning code, the question would then be whether this vision is really right.

Council discussed at length the impact of adopting the district plan in advance of or concurrently with the HX zoning code.

Councilmember Fox stated there is a desire from the community to move forward with that zoning piece before implementing the plan and it does not require a lot of confusion. She stated there would be much more community support and excitement if that was the approach, and there will be a development moratorium in place over the course of this work.

Councilmember Stober questioned what authority or vision staff would be working from to develop the zoning code if the district plan is not first adopted.

Motion by Councilmember Hansen, seconded by Councilmember Fox, to amend adoption of the Heights District Plan and associated Comprehensive Plan amendments to be adopted concurrently with and upon approval of the HX zone.

Councilmember Paulsen stated that based on the feedback from the community he has heard a perception that many in the neighborhoods were not aware of what was actually going to happen until recently, and as they became aware, it seemed to them that things were moving quickly. Based on their questions, the plan has been adapted to reflect many of their concerns, and that will continue to happen as the process moves forward. He noted staff has outlined a phased process, and adoption of the plan is the end of that first phase. He stated this plan has in it the vision for what the Council wants to happen in the Heights District, and that vision will guide the work of the zoning process, which is the next phase. He stated the public will continue to have an opportunity to be engaged moving forward and the Council has the opportunity to revisit anything in the plan if it is determined adjustments need to be made. He noted adoption of the plan does not set into place anything that cannot be

amended or reversed. He stated he believes the right way to go about moving forward is to articulate a vision as a legislative body and then move forward with a transparent and inclusive process.

Councilmember Glover commended Mr. Eiken and Ms. Kennedy for their work along this process and providing the Council with a very solid plan that incorporates hours of public engagement and subsequent adjustments in the plan. She stated she has complete confidence in staff that this is a good process and will continue to incorporate input from the community.

Councilmember Lebowsky echoed Councilmember Glover's comments. She stated the Heights District plan is a great example of smart growth.

Mayor McEnerny-Ogle stated the development moratorium helps the City and the community in many ways take the time necessary to not only develop the zoning code but also prepare conversations with potential funding partners for infrastructure development. She noted it also takes time for potential developers to put together funding for future projects, and having the confidence that this project will move forward will help them move forward. She stated the Council needs to set the policy that drives this project.

Councilmember Hansen stated it is more important for the neighbors to have confidence in the plan than developers.

Councilmember Fox clarified her motion is not against the plan or a lack of confidence in staff, but entirely about the process.

Councilmember Stober stated he believes Council needs to give staff a starting point on the zoning, and he looks forward to hearing feedback from the community if it becomes apparent any policies in the plan become untenable. He requested the HX zoning process begin and be completed as quickly as possible.

Motion failed 5-2; Councilmembers Fox and Hansen voted Yes.

Councilmember Paulsen stated this has been a two-year inclusive process that has been very transparent, and the Council and City staff have adapted and refined the proposed plan based on public feedback. He stated this will continue. He noted the Planning Commission unanimously has recommended adoption of the plan. He stated he takes very seriously the people who have reached out to Council, and noted there are many people how have not spoken out publicly who are supportive of the plan. He stated the community agrees about a vast majority of what is in the plan, and the concerns he's heard are regarding the finer details, which will be defined during the next phase of the process. He stated he is immensely grateful to the planning staff for their work on this project.

Councilmember Hansen thanked all of the neighborhood associations, coalitions and individuals who have spent time on this project. He stated he believes communication is really a problem, which leads to a lack of trust in the

City. He stated he hopes the HX zoning process and code reflects the concerns and input of the citizens because they will be closely watching.

Motion by Councilmember Paulsen, seconded by Councilmember Glover, and carried 5-2 to approve the ordinance adopting the Heights District Plan and associated Comprehensive Plan amendments. Councilmembers Fox and Hansen noted No.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Adjournment

9:16 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: [City of Vancouver - Office of the City Manager](#)
To: [Delapena, Amanda](#)
Subject: FW: Heights Plan Public Testimony for August 17, 2020
Date: Tuesday, August 18, 2020 8:24:57 AM

Jill Brown | Assistant to the Mayor and City Manager

CITY OF VANCOUVER

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From: RICK GALES [REDACTED]
Sent: Monday, August 17, 2020 3:37 PM
To: City of Vancouver - Office of the City Manager
Cc: McEnery-Ogle, Anne; Hansen, Bart; Fox, Sarah; ty.stober@cityofvancouver; Glover, Linda; erik.paulson@cityofvancouver.us; Lebowsky, Laurie (City Council)
Subject: Fw: Heights Plan Public Testimony for August 17, 2020

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

Dear City Manager, Mayor and Council Members:

The Heights Plan has been a long journey and you have been involved in the planning longer than the neighborhoods. Thank you for inviting the neighborhoods to give input and for making public engagement a component of your planning. The citizens have witnessed you make important changes based on public testimony and petitions re: parking, reducing the number of housing units in the 63 acre Tower Mall area, and removing the churches from the re-zoning. As neighbors who have lived here for decades, we are grateful for the changes in the Heights Plan you have made so far.

I am writing today to speak to the over-all scale and size of the project. I would challenge you to think about three key ideas:

Compatible vs. Similar/Harmonious

The Heights plan states its goal is to be compatible with the surrounding neighborhoods. The conflict here is that the definition of compatible to City planners in their lexicon is different than the definition of compatible to neighbors. The wide range of meaning and the differences in the minds of individuals creates misunderstanding. May I suggest that we

consider thinking of the word similar or harmonious? When I was first introduced to the project, I thought it meant the City would build so that the new development "fit in" or was harmonious with the existing neighborhoods. I learned later that was not the case. As Rebecca K said last week in the City Council meeting, this is a significant change for the area. What remains unclear to me is why the City wants to change the area into an urban center when the neighborhoods did not go asking for an urban center with building heights in excess of 40-50 feet. A "second downtown" as a Columbian article called the Heights Plan does not match or agree with the existing look and feel of the predominantly long term neighborhoods in the region composed of one and two story residences. Depending on your interpretation and opinion, it may or may not be compatible.

What the neighbors did ask for and see as compatible is what they told you in the surveys and open houses all along (see p. 93-96 Heights District Plan Appendices) : increased walkability and connectivity, amenities like restaurants and services, open green space, improved traffic safety, community gathering places, and sustainable development. Nearly all the neighbors appreciate the new investment and City interest in redeveloping the rundown Tower Mall area. It's the details in the scale and size of development where we remained concerned.

Less is More

When I asked in the FEIS about the need to build 4-6 story buildings in the center of 8 residential neighborhoods, I was told that the City Council would be the decision maker on the height of the buildings. I am curious to know why some areas of the City have 2-3 story buildings for housing that exist or are recently or currently being built, yet the Heights Plan calls for 3-6 story buildings. If you look at Evergreen Blvd and see the new Z Street Lofts and adjacent buildings, you observe 2-3 story buildings in a mixed use area of commercial and residential. This nearby neighborhood was originally built in the same era as the Heights. Driving through Cascade Park on the weekend, I took note of Village at Cascade Park on 5th and SE 123rd. This type of apartment living more similarly matches and fits in with the existing neighborhood feel. I see the newer Midtown 2 story apartment building on E. 16th near I-5 abutting residential homes, and I wonder why we can't have buildings like this one and the Z Street Lofts in the Heights Plan.

World Changing vs World Class Destination

I challenge City Council to think more deeply about making the Heights more of a world changing opportunity in a local way instead of a world class destination. You can do that by using your leverage to create many more opportunities for home ownership. Why not partner with Habitat with Humanity and other like-minded programs to help foster a higher rate of home ownership in the new development? Build homes like the ones on Middle Way in Father Blanchet. Build more townhomes and smaller homes that can be affordable and actually give

real equity to people. This creates opportunity for home ownership and the financial benefit of building equity in a home instead of just paying rent for a lifetime subsidized by tax money, which is not a good system in my view and needs change. Look for a balance in sustainability and green practices that we want, but maybe are not absolutely essential in every element so that the rents and the mortgages are more accessible for a greater range of income. YOU can make a big difference when you support home ownership. I would personally rather see tax dollars invested in home ownership programs than rent subsidies. Let's brag about real equity and not just how tall we can build our buildings or winning first place in the green award, which could happen anyway.

Seriously consider making senior housing a priority and give written assurances you will use your leverage to do so. Seniors are some of the most under-served and under-represented among our citizens. This is a population that needs equity. The Heights neighborhoods are full of seniors, some of whom want a safe and local option to downsize to be near family and friends where they have lived for decades. In reading the Heights Plan documents I learned that seniors account for the largest group of people moving to Vancouver so it is financially wise to consider their housing needs.

I, for one, would rather help meet the real needs of people, and I think that is hopefully your intent as well. However, it can give the impression to the public when you use words like "world class" development and give tax breaks to developers that the end result will line the pockets of developers and win accolades for the City, while the people with less than median incomes still struggle to pay their bills, including those who already live in the Heights.

In Conclusion...a mystery

Finally, I am still baffled to understand why we need more housing in Vancouver when we already have constructed so much housing the past 2 years and see tall buildings being developed all over downtown, such as between 6th and 7th street on Washington and again on 8th and Washington and the Angelo Tower, to name just a few. I am assuming that the City would give preference to affordable housing downtown knowing the need and require some of the units to qualify for affordable housing. I can see that adding more multi story buildings downtown in an area that is not comprised of single family residences is compatible, and even similar with the new development on the Waterfront.

Furthermore, I counted the number of units in the pipe line in Jan/Feb 2020. At that time there were 6-8K housing units in the pipe line depending on your source of information. To meet the stated housing projected need in the DEIS of 40,095 new residents over 19 years from 2011-2030, you would require housing for 2,110 individuals on average per year. Not all would require a single housing unit. Doing the math, one can see we are already building 3-4 times the number of units the DEIS says are needed. A logical conclusion would be there will

not be a need for housing in the Heights by the time you get ready to build it due to all the other housing built in the meantime.

Thank you again for the opportunity to share my questions, concerns and suggestions. I hope to hear from some of you in response so I can understand your reasoning and what is guiding decisions related to the size of the project, building heights, and housing need. Please add this to the official record.

Regards,

Sandy Gales

From: [City of Vancouver - Office of the City Manager](#)
To: [Delapena, Amanda](#)
Subject: FW: Heights Plan
Date: Tuesday, August 18, 2020 8:24:32 AM

Jill Brown | Assistant to the Mayor and City Manager

CITY OF VANCOUVER

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From: Andy Wright [mailto:andyw@go-summit.com]
Sent: Monday, August 17, 2020 11:11 PM
To: City of Vancouver - Office of the City Manager
Subject: Heights Plan

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Hi,

My name is Andy Wright and I was registered to speak tonight but could not get on it said my passcode would not work and I'm wanting to pass on my feedback.

I have lived in the Dubois Park neighborhood for a long while, and my wife grew up in this neighborhood with her sister and brother. They have many fond memories and lifelong friends from Dubois Park, and we're fortunate that our kids get this same opportunity. Additionally my kids go to St Joes Catholic school around the corner and I went there as a child as well, so we've been a part of the heights community for as long as I can remember.....we always loved attending the 4th of July parade. I wanted to call in tonight to formally request that the council move to adopt the Heights Plan 'concurrently' with the HX zoning. We as Heights residents are hoping you council members will support our neighborhoods with your vote to adopt the Plan and the HX zoning concurrently.

Thank you and please take this as a serious request.

Andy Wright



From: [City of Vancouver - Office of the City Manager](#)
To: [Delapena, Amanda](#)
Subject: FW: Heights project
Date: Tuesday, August 18, 2020 8:24:47 AM

Jill Brown | Assistant to the Mayor and City Manager
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-----Original Message-----

From: Kim Lee [<mailto:kim.lee@comcast.net>]
Sent: Monday, August 17, 2020 6:01 PM
To: City of Vancouver - Office of the City Manager
Cc: McEnerny-Ogle, Anne; Hansen, Bart; Stober, Ty; Glover, Linda; Lebowsky, Laurie (City Council); Paulsen, Erik; Fox, Sarah
Subject: Heights project

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.

My name is Kim Lee and my husband and I live in the Evergreen Highlands neighborhood. We request that you freeze any further activity on the Heights project until the Covid situation has calmed and Vancouver citizens can meet you face to-face in order to appropriately discuss the project. Now is not the time to make decisions that have far-reaching implications for our neighborhood livability when it is so difficult for many to attend virtually.

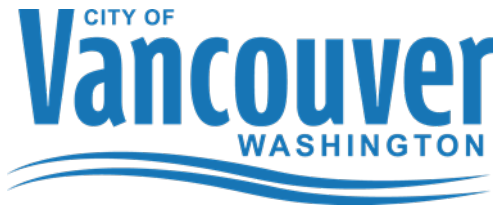
However, as it seems this Council has previously made decisions that are counter to what residents want and without full neighborhood participation and input (e.g., Columbia Street bicycle-only lanes and MacArthur bicycle lanes) my husband and I assume you will not agree to place a moratorium on this Project; assuming that is the case: WE FORMALLY REQUEST THIS COUNCIL MOVE TO ADOPT THE PLAN CONCURRENTLY WITH THE HX ZONING.

Thank you.

Kind regards,

Kim and Jim Lee





MEMORANDUM

DATE: September 2, 2020

TO: Mayor and City Council

FROM: Bryan Snodgrass, Principal Planner, and Cayla Cothron, Associate Planner,
Community and Economic Development Department

RE: September 14 workshop review of the Evergreen and Grand component of the
Commercial Corridors Strategy

The September 14 workshop is intended to update the Council on the status of the Evergreen and Grand commercial corridors planning process, and the overall Commercial Corridors Strategy. These were addressed briefly during Council hearings to enact the Evergreen and Grand development moratorium in November 2019, and to remove it in May 2020.

Background

The overall Commercial Corridors Strategy was initiated in 2019 as a community planning process to enhance existing commercial corridors, increase walkability, ensure access to services and amenities, support job growth, and increase housing opportunities. The City retained planning and design firm Crandall-Arambula to assist in this effort, which envisioned development of policies and programs for three distinct areas, including the St. Johns/St. James couplet, Fourth Plain and Mill Plain Boulevards, and Evergreen and lower Grand Boulevards.

The Commercial Corridors Strategy is intended to address broader policy questions related to the City's zoning districts in key corridors, including:

- Do current commercial zoning development standards and allowed uses adequately address the needs and future potential of key corridors?
- If not, how can these be updated to recognize unique characteristics and new transit investments along those key corridors, and further City Strategic Plan objectives related to 20-minute neighborhoods and strengthening neighborhood business districts?
- In addition to development standards, what other tools and/or programs should be utilized to ensure new development supports long-term goals and policies?

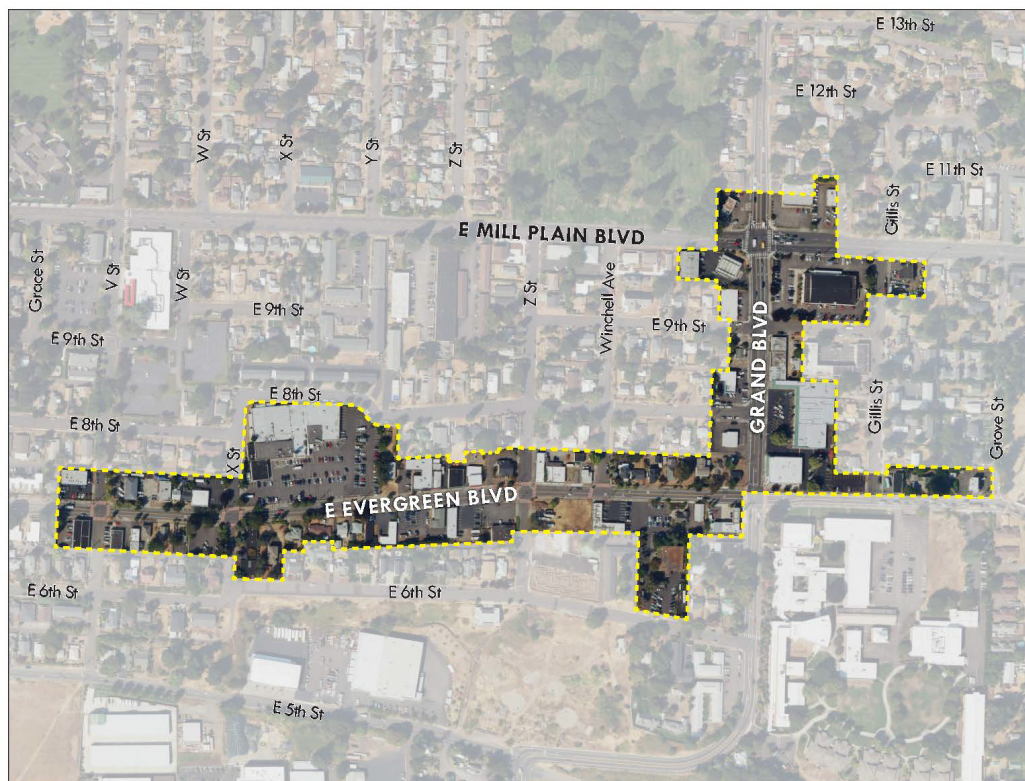
Recommendations resulting from this process will address types of land uses and development that are allowed, the pedestrian environment, building orientation in relationship to the street, and parking and access. Non-regulatory tools and programs will be considered in addition to development standards. Corridor housing as well as commercial uses will be addressed.

An initial existing conditions analysis and market assessment was conducted for all three corridor areas, but with the onset of the Evergreen and Grand moratorium in late 2019 and overall

economic and fiscal constraints from the pandemic in spring 2020, project focus has shifted to the Evergreen and Grand study area as shown in the enclosed map. Future work on the St. Johns/St. James couplet and Mill Plain and Fourth Plain will be re-evaluated in coming years.

Evergreen and Grand Commercial Corridors

The Evergreen and Grand Commercial Corridor Strategy is focused on Grand Blvd. between the Mill Plain and Evergreen Blvd. intersections, and on Evergreen Blvd. between the V and Grove Street intersections.



Evergreen and Grand Boulevard contain an emerging small business district with smaller-scale buildings oriented to the street adjacent to established neighborhoods. Corridor conditions are summarized [here](#). There has been some development interest in recent years including the construction of two new multi-family buildings, as well as additional indications that this area may be growing. The corridors present an opportunity to facilitate a 20-minute neighborhood and the business district. Based on this the City Council adopted a six-month moratorium on new development in November 2019, but allowed it to expire in May 2020 in recognition of potential impacts from the pandemic on local businesses.

Community engagement for the study area began with a February 13 in-person open house and online survey where over 50 residents, property and business owners, and other stakeholders helped identify issues, opportunities, and community priorities (public input is summarized [here](#) and [here](#)). Key community concerns included improving walkability and pedestrian safety, new development being out of character with the surrounding area, and poor appearance and disrepair of the public realm and existing buildings. A desire for more local eating and drinking establishments, small-scale retail, and neighborhood-serving amenities was also expressed.

Community feedback and data gathered during the first stage of the process was used to develop a long-term community vision, as well as supportive goals and objectives for land use, mobility, parking, urban design, and economic development (see attachment A). These were presented for community feedback at virtual open houses on August 26 and 27 which were attended by a total of 15 persons.

The recorded presentation used to generate feedback at the August open house events is available [here](#). Attending community members expressed general agreement with the vision, goals, and objectives presented. Specific input included concerns about existing buildings needing repair, excess traffic speeds on Grand Blvd, and public safety. Desires for multi-modal upgrades on Evergreen Blvd and traffic calming on Grand Blvd, community gathering spaces, and a local grocery and/or farmers market were also as expressed. A need for adequate parking for retail businesses and new residential development, and to maintain and build upon the existing character of the corridors was also cited. More direct connections to the corridors from surrounding areas/destinations and wayfinding were also called for.

For those that were unable to attend the open house events, an online survey is available on the project [Be Heard page](#) where community members can view short videos on the vision, goals, and objectives and provide feedback through the end of September. Input provided at this stage will help identify recommendations to achieve the long-term vision. These will be brought forward for community review at future virtual meetings and outreach opportunities anticipated in fall and winter 2020.

Next Steps

Based on feedback to date and additional survey results being collected through the end of September, the project team will develop draft concepts and high-level recommendations for community review at public outreach opportunities anticipated in the next one to two months. Workshops will be scheduled before the Planning Commission and City Council, with hearings and final adoption not anticipated until early 2021.

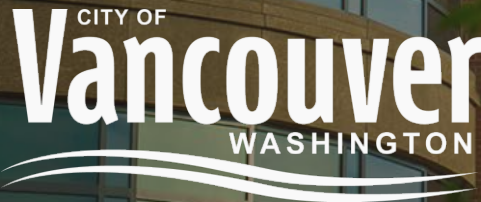
For more information, please visit the [project website](#), or contact project staff: Bryan Snodgrass at bryan.snodgrass@cityofvancouver.us or (360) 487-7946; or Cayla Cothron at cayla.cothron@cityofvancouver.us or (360) 487-7899.

ATTACHMENT A: EVERGREEN AND GRAND CORRIDORS VISION, GOALS, AND OBJECTIVES

EVERGREEN AND GRAND CORRIDORS VISION <i>Promote equitable and diverse corridor development that is vibrant, sustainable, and mixed-use. Foster development that recognizes and builds upon the neighborhood's unique setting, history, culture, and character.</i>				
LAND USE	MOBILITY	PARKING	URBAN DESIGN	ECONOMIC DEVELOPMENT
GOAL <i>Strengthen current businesses while providing an appropriate mix of commercial and residential uses.</i>	GOAL <i>Establish a balanced multi-modal network of motor vehicle, transit, walking, and biking routes through the corridors.</i>	GOAL <i>Provide adequate parking to serve existing uses and future development.</i>	GOAL <i>Create public and private spaces that are inclusive, integrated, and contribute positively to the livability of the corridor.</i>	GOAL <i>Provide ample opportunities for small-scale, locally-owned businesses to thrive.</i>
OBJECTIVES • Provide viable opportunities for new retail and dining uses that attract local and regional businesses. • Support a mix of uses that serve the daily needs of surrounding neighborhood residents and employees. • Encourage transit-supportive uses near the planned Mill Plain Bus Rapid Transit (BRT) station platform at the intersection of Mill Plain and Grand. • Allow a variety of housing types to serve a range of needs, preferences, ages, and incomes. • Discourage additional	OBJECTIVES • Provide safe and direct sidewalk and bike lane routes and intersection crossings within and to the corridors for all regardless of age or physical ability. • Foster safe and comfortable connections to and from transit, including the planned Mill Plain Bus Rapid Transit (BRT) and existing bus routes. • Limit excessive traffic speed through effective speed reduction and/or traffic calming measures. • Maintain access for emergency, service, maintenance, delivery, and personal vehicles to	OBJECTIVES • Support existing and future retail uses by providing adjacent short-term curbside parking and bike parking, as appropriate. • Minimize impacts of parking on the walking and biking environment. • Limit excessive spillover parking into adjacent residential areas. • 'Right-size' site parking requirements that may stifle development.	OBJECTIVES • Create opportunities for cultural, community, and other amenities that attract customers and strengthen businesses. • Encourage safe and active public spaces that are inclusive, accessible, and comfortable for all residents, customers, employees, and visitors. • Encourage new public spaces that contribute to the livability and economic vitality of the corridors. • Foster a distinct identity and improve corridor aesthetics by increasing the amount of cohesive landscaping and	OBJECTIVES • Maximize redevelopment opportunity sites. • Discourage gentrification and displacement by identifying policies, programs, or other measures to address affordability concerns and wealth creation opportunities for residents and businesses. • Provide regulatory flexibility to foster innovation and creativity. • Strengthen existing local and small businesses by establishing programs and tools to support their economic viability. • Implement policies,

motor vehicle related uses (service and repair shops, gas stations, etc.) in the corridors. • Discourage nuisance uses that may lead to increased crime, or excessive traffic or noise. • Foster street-oriented uses that create walking and biking activity throughout all business hours, all days, and all seasons.	businesses.		streetscape features. • Promote sustainable design for buildings, sites, and streets. • Ensure form, massing, and scale of new development is context-sensitive and supports and strengthens the livability of the corridor.	programs, and other tools to mitigate impacts of the ongoing coronavirus pandemic.
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Commercial Corridors Strategy Update



September 14, 2020

Vancouver City Council Workshop

Bryan Snodgrass, Principal Planner &
Cayla Cothron, Associate Planner, Community &
Economic Development Department

Presentation Overview

- Commercial Corridors Strategy Overview
- Evergreen and Grand Commercial Corridors
 - Vision, Goals, and Objectives
 - Public Outreach
- Next Steps

Commercial Corridors Strategy

A community planning process intended to:

- Enhance existing commercial corridors
- Increase walkability
- Ensure access to services and amenities
- Support job growth
- Increase housing opportunities

Commercial Corridors Study Corridors

- Evergreen Blvd from V St to Grove St, and Grand Blvd from E Mill Plain Blvd to E Evergreen Blvd
- St. Johns/St. James couplet, from Burnt Bridge Creek to NE 68th St.
- Mill Plain Blvd from E Reserve St to 192nd Ave, and Fourth Plain Blvd, from I-5 to NE 172nd Ave



Commercial Corridors Project Goals

EVERGREEN, GRAND, & ST. JOHNS/ST. JAMES

Smaller, neighborhood-serving and locally-oriented corridors

- Evaluate for the types of uses that are allowed, pedestrian environment, building orientation in relationship to the street, and creating an environment where small businesses can thrive

MILL PLAIN AND FOURTH PLAIN

Longer, regionally-significant transit corridors with important employment and housing opportunities

- Require broader policy considerations to address allowed uses, densities, and multi-modal safety to allow increased access to employment and amenities
- An in-depth focus around existing or proposed Bus Rapid Transit stations

Commercial Corridors Project Outcomes

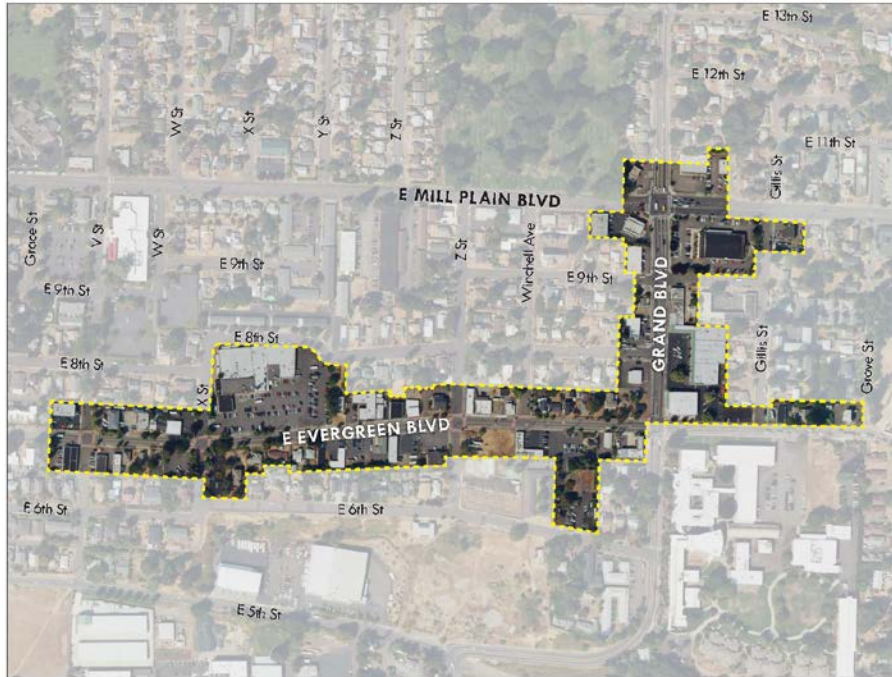
A set of recommendations for policies, programs, and tools to achieve the long-term vision established for the corridors. Potential deliverables include:

- Development of general corridor design concepts
- Amendments and updates to zoning designations and standards related to allowed uses, building densities, building orientation in relationship to the street, and access and parking requirements
- Recommendations related to the location and density of housing
- Improvements to multi-modal transportation and access
- Placemaking recommendations

Evergreen and Grand Commercial Corridors

- Temporary moratorium established November 2019 as potential development activity raised concerns of area building out inconsistent with its potential and City policy guidance
- Moratorium discontinued in May 2020 following onset of pandemic and related local economic hardships, with direction to continue planning activities focused on Evergreen and Grand Boulevards

Evergreen and Grand Commercial Corridors

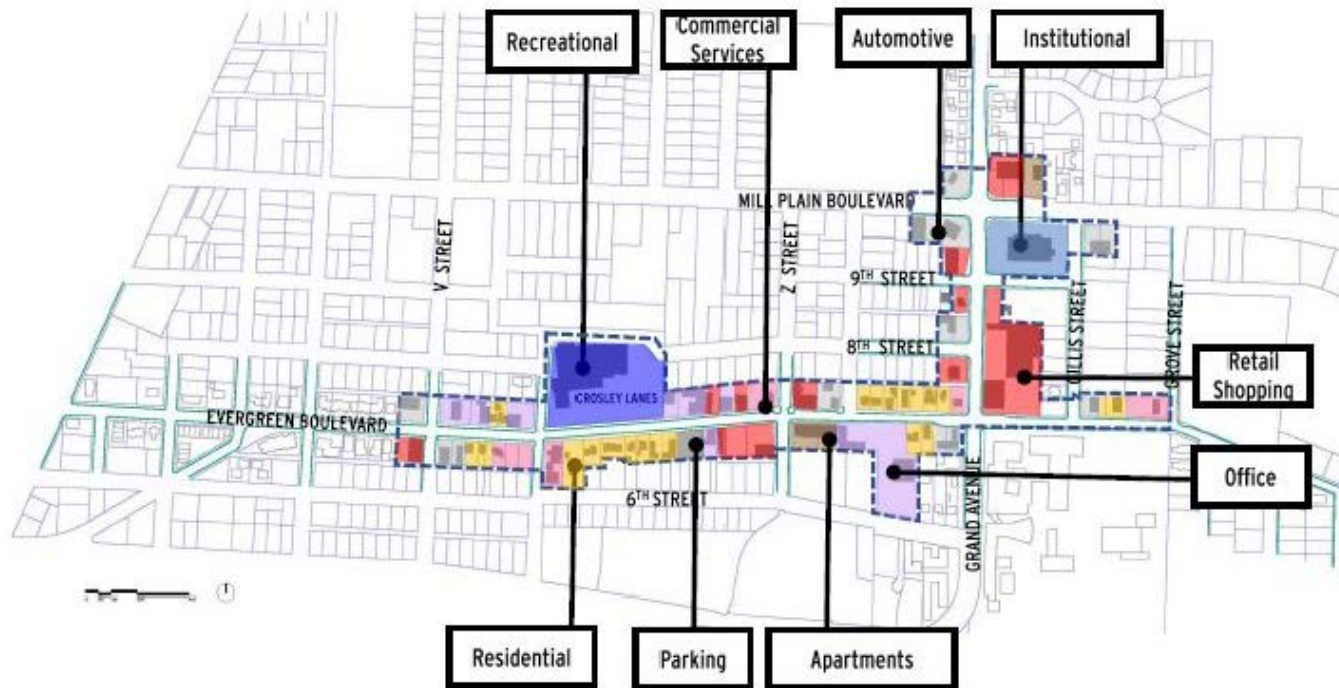


- Fine-grained development pattern
- Smaller-scale buildings oriented to the street
- Older commercial buildings and streetfront single-family homes

Evergreen and Grand: Existing Zoning



Evergreen and Grand: Existing Land Uses



Evergreen and Grand: Issues & Opportunities

- Corridors present an opportunity to enhance existing 20-minute neighborhoods and an emerging small business district
- Evidence of recent local market interest in development and redevelopment in the area



Evergreen and Grand: Issues & Opportunities

- Current development regulations do not recognize the unique built environment of these corridors or promote development that would be consistent with City Strategic Plan goals.



Issues & Opportunities Public Outreach

- February 13 kick-off open house and online survey to identify issues, opportunities, and community priorities
- Engaged over 50 residents, property and business owners, and other community stakeholders



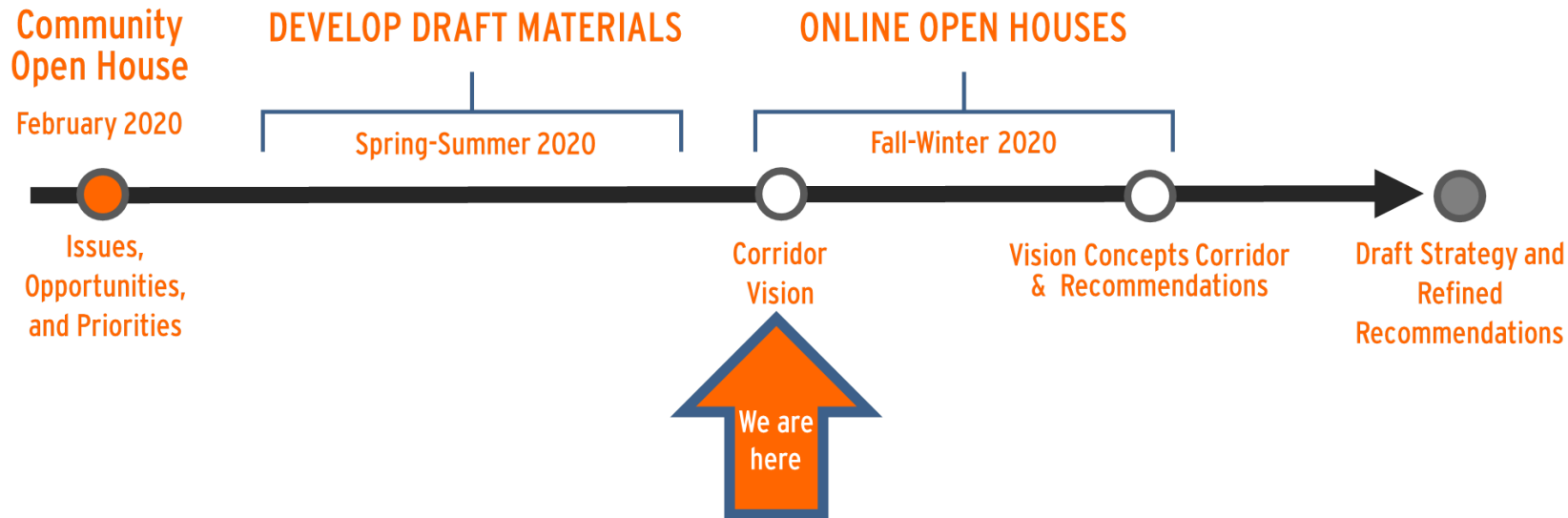
Issues & Opportunities Public Outreach



Key community concerns and priorities:

- Walkability and pedestrian safety
- New development out of character
- Poor appearance/disrepair of the public realm and existing buildings
- Desire for more local eating/drinking establishments, small-scale retail, and neighborhood-serving amenities

Evergreen and Grand: Timeline



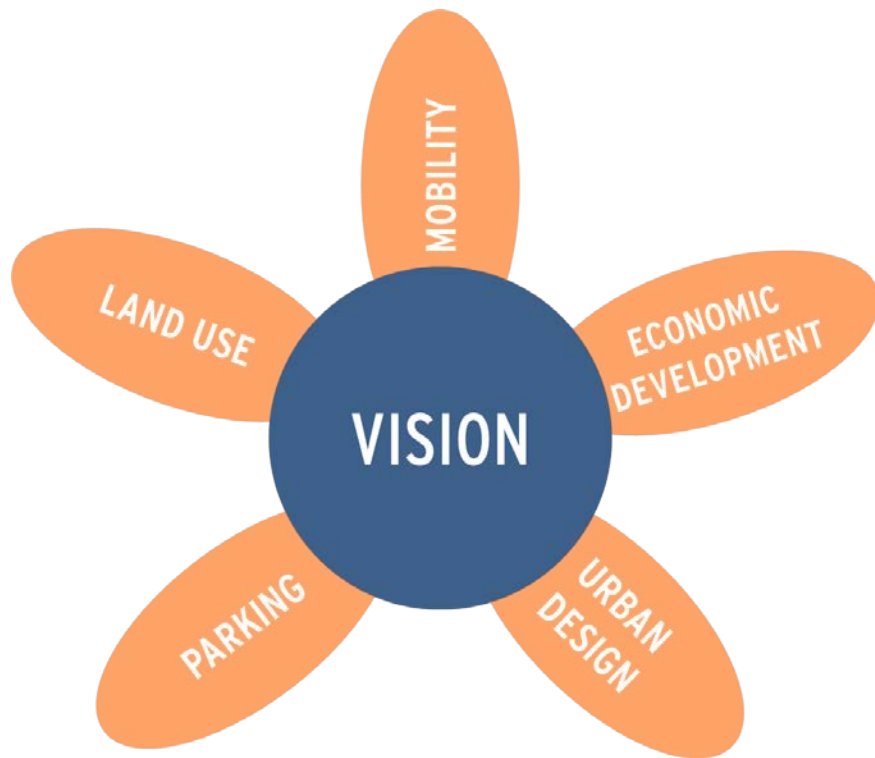
Evergreen and Grand Corridors Vision



Promote equitable and diverse corridor development that is vibrant, sustainable, and mixed-use.

Foster development that recognizes and builds upon the neighborhood's unique setting, history, culture, and character.

Evergreen and Grand: Five Goals



Evergreen-Grand: Land Use Goal



Evergreen-Grand: Land Use Objectives

- Provide viable opportunities for new retail and dining uses that attract local and regional businesses.
- Support a mix of uses that serve the daily needs of surrounding neighborhood residents and employees.
- Encourage transit-supportive uses near the planned Mill Plain Bus Rapid Transit (BRT) station platform at the intersection of Mill Plain and Grand.

Evergreen-Grand: Land Use Objectives

- Allow a variety of housing types to serve a range of needs, preferences, ages, and incomes.
- Discourage additional motor vehicle related uses (service and repair shops, gas stations, etc.) in the corridors.
- Discourage nuisance uses that may lead to increased crime, or excessive traffic or noise.
- Foster street-oriented uses that create walking and biking activity throughout all business hours, all days, and all seasons.

Evergreen-Grand: Mobility Goal



Establish a balanced multi-modal network of motor vehicle, transit, walking, and biking routes through the corridors.

Evergreen-Grand: Mobility Objectives

- Provide safe and direct sidewalk and bike lane routes and intersection crossings within and to the corridors for all regardless of age or physical ability.
- Foster safe and comfortable connections to and from transit, including the planned Mill Plain Bus Rapid Transit (BRT) and existing bus routes.
- Limit excessive traffic speed through effective speed reduction and/or traffic calming measures.
- Maintain access for emergency, service, maintenance, delivery, and personal vehicles to businesses.

Evergreen-Grand: Parking Goal



Evergreen-Grand: Parking Objectives

- Support existing and future retail uses by providing adjacent short-term curbside parking and bike parking, as appropriate.
- Minimize impacts of parking on the walking and biking environment.
- Limit excessive spillover parking into adjacent residential areas.
- ‘Right-size’ site parking requirements that may stifle development.

Evergreen-Grand: Urban Design Goal

Create public and private spaces that are inclusive, integrated, and contribute positively to the livability of the corridor.



Evergreen-Grand: Urban Design Objectives

- Create opportunities for cultural, community, and other amenities that attract customers and strengthen businesses.
- Encourage safe and active public spaces that are inclusive, accessible, and comfortable for all residents, customers, employees, and visitors.
- Encourage new public spaces that contribute to the livability and economic vitality of the corridors.

Evergreen-Grand: Urban Design Objectives

- Foster a distinct identity and improve corridor aesthetics by increasing the amount of cohesive landscaping and streetscape features.
- Promote sustainable design for buildings, sites, and streets.
- Ensure form, massing, and scale of new development is context-sensitive and supports and strengthens the livability of the corridor.

Evergreen-Grand: Economic Development Goal

Provide ample opportunities for small-scale, locally-owned businesses to thrive.



Evergreen-Grand: Economic Development Objectives

- Maximize redevelopment opportunity sites.
- Discourage gentrification and displacement by identifying policies, programs, or other measures to address affordability concerns and wealth creation opportunities for residents and businesses.
- Provide regulatory flexibility to foster innovation and creativity.
- Strengthen existing local and small businesses by establishing programs and tools to support their economic viability.
- Implement policies, programs, and other tools to mitigate impacts of the ongoing coronavirus pandemic.

Corridors Vision Public Outreach

- August 26 and 27 virtual open houses for community input on the vision, goals, and objectives
- Accompanying online survey open through end of September
- Option to provide public input directly to staff for community members unable to participate digitally

Corridors Vision Public Outreach: Input To-date

- Maintain/build upon character of the corridors
- Existing buildings in need of repair
- Excess traffic speeds on Grand Blvd and the need for traffic calming
- More direct connections to the corridors, wayfinding, and multi-modal upgrades on Evergreen Blvd
- Desire for community amenities and public gathering spaces
- Public safety
- Adequate parking for retail businesses and new residential development

Next Steps

- Fall/Winter 2020: Vision Concept & Recommendations public outreach, Planning Commission and City Council workshops
- Winter 2020/Early 2021: Draft Strategy and refined recommendations, public hearings and final adoption

Questions and Discussion

VANCOUVER
CITY HALL

- Bryan Snodgrass, Principal Planner,
bryan.snodgrass@cityofvancouver.us
- Cayla Cothron, Associate Planner,
cayla.cothron@cityofvancouver.us

Commercial Corridors Project Website,
cityofvancouver.us/CommercialCorridors





Staff Report 114-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/14/2020

SUBJECT Bid Award - 63rd Street Pump Station Replacement

Key Points

- The project will replace an existing pump station that has outdated equipment and high maintenance costs.
- The City received 10 bids for the project.
- Staff proposes awarding a contract to the lowest, responsive bidder, Rotschy, Inc of Vancouver, WA, at the bid price of \$990,952.69.

Strategic Plan Alignment

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

Present Situation

The 63rd Street Pump Station is approximately 40 years old and has been in need of replacement and upgrade for some time. The station uses outdated and inefficient pump technology and design and requires frequent maintenance and de-ragging. With the replacement of the pump station using new technology and submersible pumps, the operation and maintenance costs will be reduced and the efficiencies and reliability of the station will increase.

On August 18, 2020, the City received 10 bids for the subject project. The bids ranged between \$990,000 and \$1,580,000. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Rotschy, Inc, Vancouver, WA	\$990,952.69
Tapani, inc, Battle Ground, WA	\$1,063,605.62
Lee Contractors, Battle Ground, WA	\$1,218,632.80

Moore Excavation, Fairview, OR	\$1,227,098.84
Advanced Excavating, Longview, WA	\$1,270,686.48
Steller J Corporation, Woodland, WA	\$1,271,218.72
McClure and Sons, Inc, Mill Creek, WA	\$1,297,247.73
Nutter Corporation, Vancouver, WA	\$1,330,670.22
Clark and Sons Excavating, Battle Ground, WA	\$1,354,485.10
Stettler Supply Company, Salem, Oregon	\$1,571,483.80
Engineers' Estimate	\$1,2500,000.00

Based on the amount of the bid, this project falls within the \$500,000 to \$1,500,000 threshold, which, per City policy, requires an apprenticeship utilization of 3%.

Advantage(s)

1. Provides for reduced maintenance costs through updating replacement.
2. Increase efficiency of the pump station through modernized systems.

Disadvantage(s)

None

Budget Impact

Funds for the sanitary sewer improvements were appropriated in the Sewer Construction Fund, Capital Improvement Program 2019-2020 Budget.

Prior Council Review

Funding previously reviewed by Council as part of the 2019-2020 Sewer Construction Fund Capital Budget.

Action Requested

Award a construction contract for the 63rd Street Pump Station Relocation project to the lowest responsive and responsible bidder, Rotschy, Inc of Vancouver, WA, at their bid price of \$990,952.69, which includes Washington State sales tax.

Sheryl Hale, Senior Engineering Supervisor, 360-487-7151

ATTACHMENTS:

- ▣ Contract - 63rd St PS Replacement
- ▣ Project Boundary Map - 63rd St PS Replacement



CONTRACT # C-100405
ITB #20-27 63rd Street Pump Station Replacement

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Rotschy, Inc hereinafter referred to as "Contractor," whose address is 9210 NE 62nd Ave, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for 63rd Street Pumps Station Replacement. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 20-27 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

WHEREAS, the Contractor has represented 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.

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

This contract provides for a complete and operating replacement pump station including approximately 100 linear feet of a 6-inch sanitary sewer force main and 100 linear feet of 8-inch gravity sewer main at the site of the existing 63rd Street Pump Station and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

Contractor shall furnish and install a complete and operating replacement pump station including approximately 100 linear feet of a 6-inch sanitary sewer force main and 100 linear feet of 8-inch gravity sewer main at the site of the existing 63rd Street Pump Station. Work to be performed includes construction of a new a duplex submersible pump station with epoxy-lined wet well and pre-sedimentation manhole, electrical building including SCADA, force main and gravity sewer main extensions and all appurtenances as shown on the plans and specified herein. Work also includes abandoning in place approximately 60 linear feet of existing 8-inch gravity sewer.

The contract work shall be fully complete within 120 working days from the Notice to Proceed.

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

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, 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 includes 8.4% Washington State Sales Tax (if applicable) \$990,952.69.

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 Proposal and as modified by any and all approved Change Orders.

7. CONTRACTOR'S INSURANCE: 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 agreement.	
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
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value.	
b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

8. CONTRACTOR'S BOND: The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

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 the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

10. EMPLOYMENT OF LABOR: The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

11. PAYMENT OF LABOR: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. 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 months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

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

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

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a 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.

13. INDEMNIFICATION: Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from

liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

- 14. 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.
- 15. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 16. 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.
- 17. 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.
- 18. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 19. JURISDICTION/VENUE:** In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.
- 20. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is

not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

- 21. 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.
- 22. 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.

- 23. 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.

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

- 25. 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.

- 26. 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.

- 27. 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.

- 28. 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.

29. BINDING EFFECT: The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

30. RATIFICATION: Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. 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. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

32. NOTICES: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel
City of Vancouver
415 W 6th St.
PO Box 1995
Vancouver WA 98668-1995

Drew Rotschy
Rotschy, Inc
9210 NE 62nd Ave
Vancouver, WA 98665

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Rotschy, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

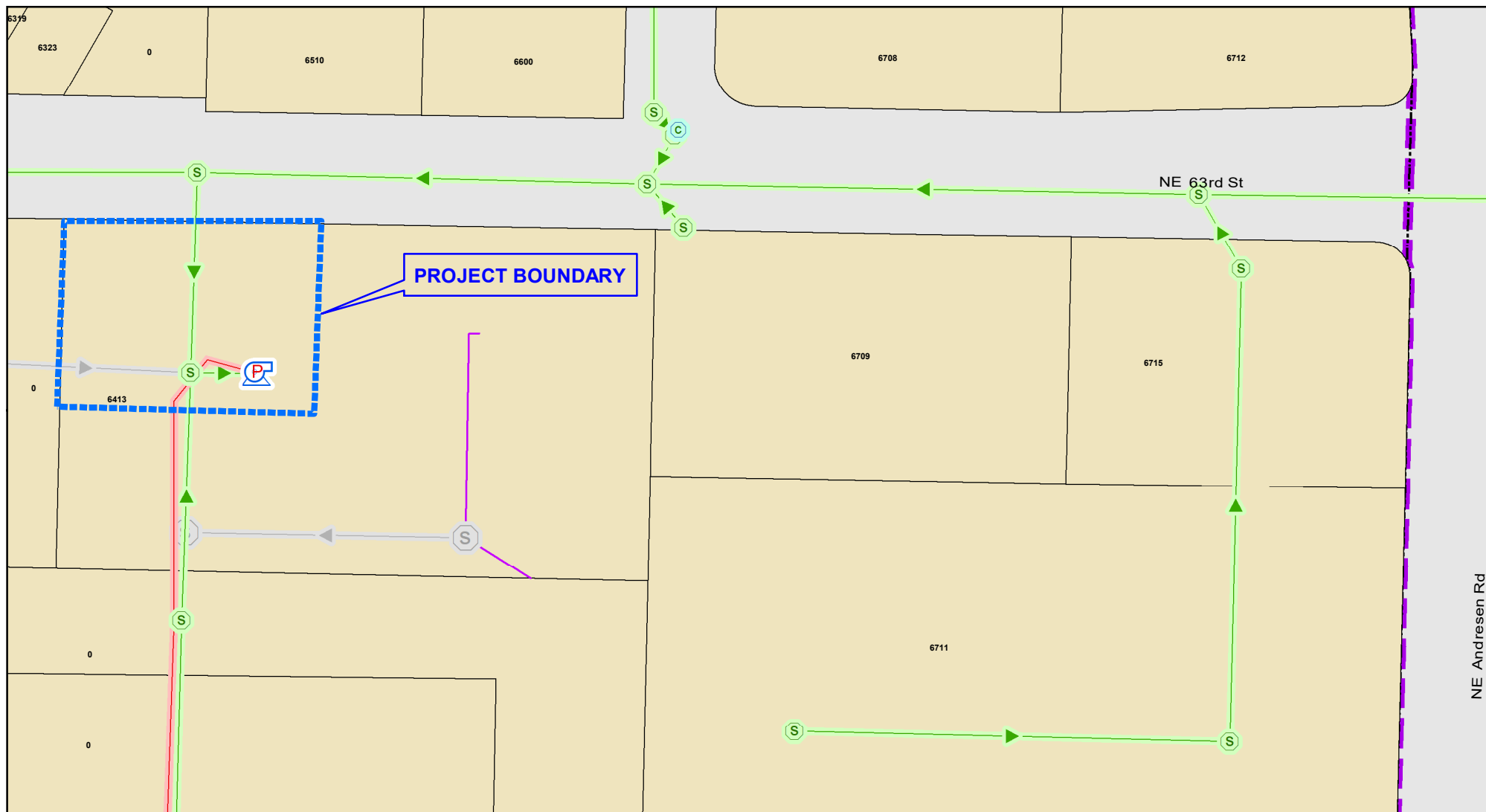
Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney





Staff Report 115-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/14/2020

SUBJECT Bid Award - Sewer Pump Station Wet Well Lining

Key Points

- The project will install new lining to the inside walls of 9 existing sanitary sewer pump station wet wells. The new linings will extend the life of the pump stations.
- The City received 2 bids for the project.
- Staff proposes awarding a contract to the lowest, responsive bidder, Stettler Supply Company of Salem, Oregon, at the bid price of \$312,291.73.

Strategic Plan Alignment

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

Present Situation

The City of Vancouver has several sanitary sewer pump stations throughout the sewer service boundary that have been in service for many years. This contract will repair deficiencies, attributable to age, to the inside walls of the wet wells at 9 existing pump stations. The repairs will be completed using an epoxy based lining system to prevent future corrosion of the concrete wet wells.

On August 18, 2020, the City received 2 bids for the subject project. The bids ranged between \$312,000 and \$326,000. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Stettler Supply Company, Salem, Oregon	\$312,291.73
Allied Plumbing and Pumps LLC, Chelan, WA	\$325,384.28
Engineers' Estimate	\$320,000.00

Based on the amount of the bid, this project falls under the \$500,000 minimum threshold; no apprenticeship utilization requirement is included in the project per City policy.

Advantage(s)

1. Provide rehabilitation to 9 existing wet wells
2. Extend the useful life and maintain high level of service.

Disadvantage(s)

None

Budget Impact

Funds for the sanitary sewer improvements were appropriated in the Sewer Construction Fund, Capital Improvement Program 2019-2020 Budget.

Prior Council Review

Funding previously reviewed by Council as part of the 2019-2020 Sewer Construction Fund Capital Budget.

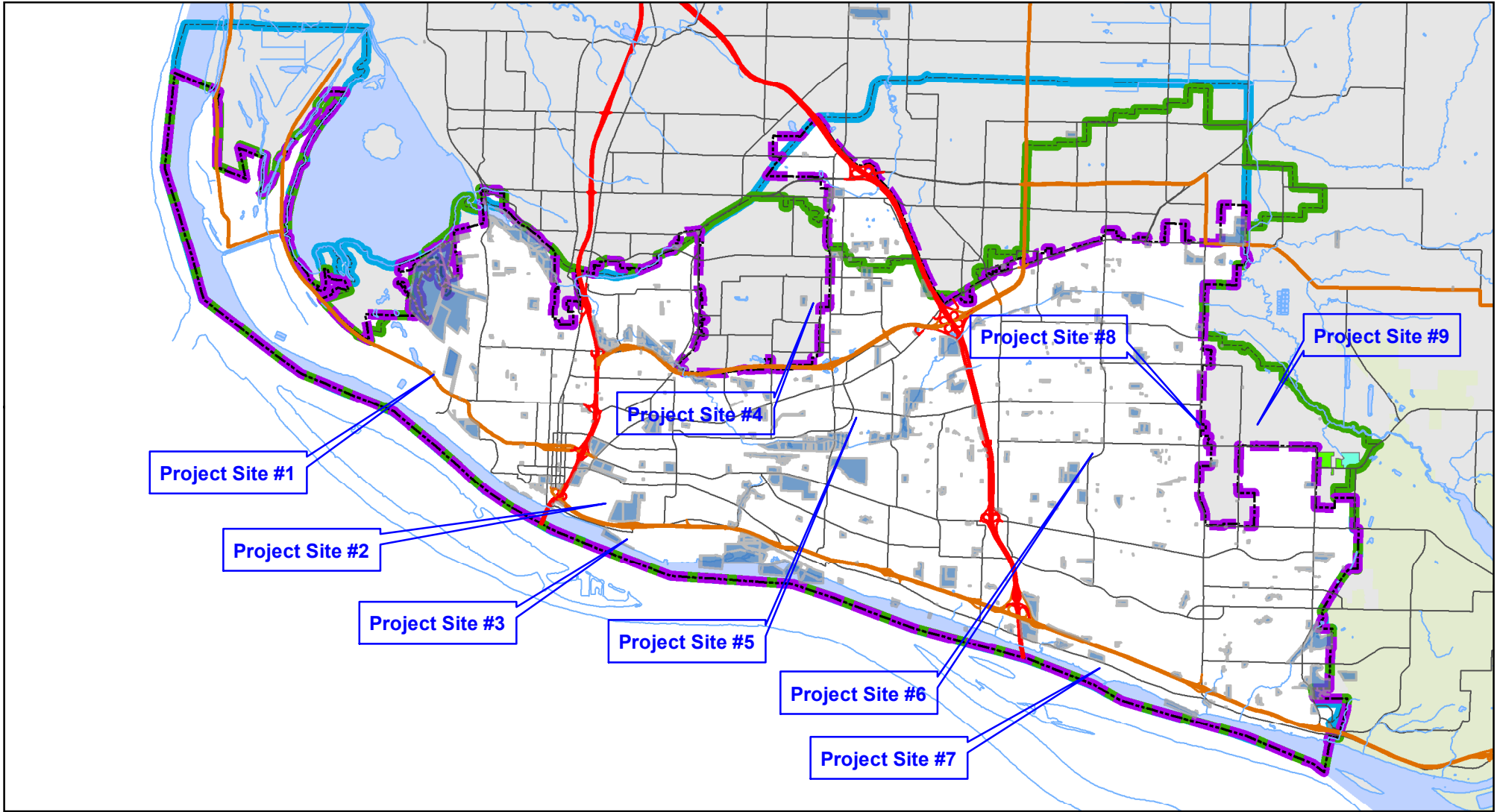
Action Requested

Award a construction contract for the Sanitary Sewer Wet Well Lining project to the lowest responsive and responsible bidder, Stettler Supply Company of Salem, OR, at their bid price of \$312,291.73, which includes Washington State sales tax.

Sheryl Hale, Senior Engineering Supervisor, 360-487-7151

ATTACHMENTS:

- ▢ Project Boundary Map - Wet Well Lining Project
- ▢ Contract





CONTRACT # Contract/PO#

ITB # 20-26: Sewer Pump Station Wet Well Lining

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Stettler Supply Company hereinafter referred to as "Contractor," whose address is 4420 Ridge Drive NE, Salem, OR 97301, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Sewer Pump Station Wet Well Lining. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 20-26 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

WHEREAS, the Contractor has represented 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.

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

This contract provides for the cleaning, prepping, and lining of 9 existing wet wells of various depths at sanitary sewer pump stations, for the purpose of corrosion prevention using an epoxy based lining system all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The Work shall be fully complete within 27 working days from the Notice to Proceed (NTP) date.

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

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, 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 includes 8.4% Washington State Sales Tax (if applicable) \$312,291.73.

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 Proposal and as modified by any and all approved Change Orders.

- 7. CONTRACTOR'S INSURANCE:** 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 agreement.	
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
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value.	
b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

- 8. CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

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 the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

10. EMPLOYMENT OF LABOR: The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

11. PAYMENT OF LABOR: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. 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 months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

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

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

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

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

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

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

- 14. 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.

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

assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

- 16. 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.
- 17. 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.
- 18. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 19. JURISDICTION/VENUE:** In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.
- 20. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 21. 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.
- 22. 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.
- 23. 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.

- 24. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.

29. BINDING EFFECT: The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

30. RATIFICATION: Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. 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. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

32. NOTICES: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel
City of Vancouver
415 W 6th St.
PO Box 1995
Vancouver WA 98668-1995

William J. Martinak
Stettler Supply Company
4420 Ridge Drive NE
Salem, OR 97301

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Stettler Supply Company

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 116-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/14/2020

SUBJECT Interlocal Agreement between CPU and City for SE 1st Street Project

Key Points

- The project will upgrade and provide urban standards for SE 1st Street, originally constructed by Clark County as a rural two-lane roadway.
- Clark Public Utilities ("CPU") owns certain facilities adjacent to the project area, located in easements, that must be relocated in order to complete the road improvement project.
- The City desires these facilities to be relocated elsewhere in order to allow the road improvement project to proceed. Because the facilities are located in private easements and not within the public right-of-way, the City is responsible to compensate CPU for the performance of the relocation work.

Strategic Plan Alignment

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest.

Objective 1.1: Develop and maintain a safe, balanced, and innovative transportation system that will meet the needs of future generations.

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

Goal 9: Build the strongest, most resilient economy in the region.

Objective 9.1: Create infrastructure and policies that support job creation.

Present Situation

The City and CPU have been working cooperatively to complete the SE 1st Street – SE 162nd Avenue to SE 177th Avenue project. Relocation is required for CPU facilities. When CPU has

facilities located within the right-of-way, CPU is responsible for the cost of relocation to accommodate roadway reconstruction. When the facilities are located in CPU easements, CPU can require reimbursement for the relocation of the facilities. The estimated costs for this relocation work to be reimbursed to CPU are estimated to be \$359,699.97. An Interlocal Agreement must be executed to enable the City to reimburse CPU for these costs.

Advantage(s)

This Interlocal Agreement will provide staff authority to reimburse CPU for the relocation of their facilities needed for the City's project to be completed.

Disadvantage(s)

The City will need to reimburse for the costs but these costs have been planned and budgeted.

Budget Impact

The project is currently funded through federal grants, state Transportation Improvement Board (TIB) grant, and local matching dollars. The project is included in the 2019-2020 Transportation Capital Fund Budget.

Prior Council Review

1. Approval of the 2019-2020 budget which included the referenced project, Ordinance M-4249. (November 19, 2018)
2. Approval of the 2021-2026 Transportation Improvement Program (TIP), Resolution No. M-4078. (June 15, 2020)
3. Approval of the design contract with Mackay Sposito, and approval of an amendment to the design, public involvement and construction support contract with MacKay Sposito. (November 25, 2019)

Action Requested

Authorize the City Manager or designee to sign an Interlocal Agreement with Clark Public Utilities for reimbursement of expenses for Overhead Electric Line Relocation – SE 1st St Phase 1 Road Project, currently estimate to be \$359,699.97 which includes sales tax.

M. Hassan Abdalla, Engineering Manager, 360-487-7704

ATTACHMENTS:

- ▣ Interlocal Agreement

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF VANCOUVER AND
CLARK PUBLIC UTILITIES**

Overhead Electric Line Relocation – SE 1st St Phase 1 Road Project

This Interlocal Agreement (the “Agreement”) (MOU) is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington, by and between the City of Vancouver (the “City”), a municipal corporation with an address of P.O. Box 1995, Vancouver, WA 98668, and Clark Public Utilities (“CPU”), a municipal corporation with an address of P.O. Box 8900, Vancouver, WA 98668 on the dates indicated below. The City and CPU are sometimes collectively referred to as the “Parties” or to either one individually as a “Party.”

RECITALS

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for cooperative efforts between governmental entities; and

WHEREAS, the City has concluded that construction of road improvements to widen SE 1st Street between NE 162nd Avenue and SE 177th Avenue (the “Project Area”) is necessary in order to provide an acceptable level of road and pedestrian safety; and

WHEREAS, CPU owns certain facilities adjacent to the project area roadway, located on easements, which must be relocated in order to complete the road improvements to widen SE 1st Street; and

WHEREAS, the City desires these facilities be relocated elsewhere in order to allow the road improvements to widen SE 1st Street to proceed; and

WHEREAS, CPU has requested compensation from the City for the performance of the relocation work and the City has agreed; and

WHEREAS, both the City and CPU agree that it is in the best interests of the Parties to collaborate on the relocation work in a timely and cost-effective manner.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Parties hereby mutually agree as follows.

AGREEMENT

1. PURPOSE This Agreement is entered into pursuant to the authority of RCW 39.34.080. The purpose of this Agreement is to set forth the mutual obligations, responsibilities and rights of the City and CPU relating to the relocation of CPU facilities as described herein.
2. TERM This Agreement shall become effective upon the date of last signature of the Parties below, and shall continue until December 31, 2021, or until the relocation work has been

completed by CPU, and accepted by the City (in a timely manner) and the City has paid CPU in full, unless terminated sooner.

3. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. The Parties hereto shall be jointly responsible for administering the performance herein. The Parties will not acquire any jointly-owned real or personal property in connection with performance of this Agreement. The Parties shall each be responsible for their own individual financial costs of performance of this Agreement, except as otherwise described herein. No joint budget will be prepared to carry out the performance of this Agreement.
4. TERMINATION. Either Party may choose to terminate this Agreement by notifying the other Party upon thirty (30) days written notice. Should this Agreement be terminated prior to completion of the relocation work by CPU, the City agrees to compensate CPU for the relocation costs incurred up to that date.
5. SCOPE OF WORK.
 - a. CPU agrees to relocate existing electrical facilities on behalf of the City to accommodate construction of road improvements to widen SE 1st Street between NE 162nd Avenue and SE 177th Avenue, as described on the project map attached as Exhibit 'A' (the "City Relocation Work"), which is incorporated herein by this reference.
 - b. As part of this work, CPU agrees to relocate overhead distribution lines including all poles, framing, conductors, guying, anchors, risers, upright pedestals, transformers, equipment, cable in conduit, etc. as necessary to complete the relocation of a portion of the existing east/west line alignment further to the south and north, and the relocation of a portion of the north/south line alignment further to the west to accommodate construction of road improvements to widen SE 1st Street between NE 162nd Avenue and SE 177th Avenue.
 - c. All materials provided by CPU subject to reimbursement by the City are to be Buy America compliant, except those materials CPU is unable to procure as such and for which CPU will provide to the City the necessary information in order for the City to document for governing authorities.
 - d. The City, as the recipient of FHWA grant funding, will be responsible for documenting all non-compliant materials to be installed by CPU in performing the reimbursable relocation work. The City acknowledges that it may be necessary to use some non-compliant material during construction and directs CPU to proceed with construction using non-compliant materials where no alternative is available. The City agrees to reimburse to CPU any additional material and labor costs necessary in order to bring those materials into compliance as may be required at a future date, if directed to do so by the FHWA or any other governing authority. CPU shall invoice the City for such costs following any mandated reconstruction.
 - e. CPU currently has agreements with communications companies and allows joint use contacts along the existing pole alignment. The City agrees to work with these companies to ensure

their facilities are relocated in a timely manner. CPU shall not be responsible for the relocation of joint use facilities or the cost thereof.

6. PAYMENT.

- a. CPU agrees that it shall initially pay for the actual direct and related indirect costs of the relocation, including but not limited to, permitting, property rights (including acquiring replacement easements), materials, construction, construction engineering, contract administration and overhead costs, associated with the City Relocation Work.
- b. City agrees to provide reimbursement to CPU for the actual direct and related indirect costs of the City Relocation Work, as identified in Exhibit 'A', currently estimated to be Three Hundred Fifty Nine Thousand, Six Hundred and Ninety Nine Dollars and Ninety Seven Cents (\$359,699.97 USD).
- c. CPU shall invoice the City and provide supporting documentation therefore, and the City agrees to pay CPU within thirty (30) calendar days of receipt of an invoice.

7. DISPUTE RESOLUTION. In the event of a dispute between the City and CPU regarding performance of this Agreement, the Parties shall proceed as follows:

- a. The City Manager of the City and the General Manager of CPU, or their designated representatives, shall first review such dispute and provide the Parties options for mutual resolution of the dispute.
- b. Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the City Manager of the City and the General Manager of CPU, or their designated representatives, may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

8. INDEPENDENT CONTRACTOR. Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party. CPU shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of a Party an employee of the other Party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

9. INDEMNIFICATION. To the extent authorized by law, the City and CPU shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or cost, of whatsoever kind of nature, brought against one Party arising out of, in connection with, or incident to the other Party's performance or

failure to perform any aspect of this Agreement, provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the City and (b) CPU, their respective employees and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City or CPU, and provided further, that nothing herein shall require the City or CPU to hold harmless or defend the other or its employees and/or officers from any claims arising from that Party's sole negligence or that of its employees and/or officers. Notwithstanding the foregoing, since the City is directing CPU to install materials that may not be compliant with the Buy America requirement, CPU shall not be responsible to the City for any loss, claim, penalty, or expense attributed to a violation of the Buy America requirements and the City shall indemnify and defend CPU from any such claim, loss, penalty, or expense. The terms of this section shall survive the termination of this Agreement.

10. AMENDMENTS. This Agreement shall not be modified or amended in any manner except by an instrument in writing executed by the Parties hereto.
11. ASSIGNMENT. No Party hereto shall assign its rights or obligations under this Agreement without the prior written consent of the other Party hereto.
12. NOTICES. All communications, notices and demands of any kind which are required by this Agreement shall be in writing and shall be deemed given when deposited in the U.S. mail, first class postage prepaid, to the following addresses or to such other addresses as the Parties shall from time to time give notice to the other Parties:

If to the City:
City of Vancouver
Attn: Leslie Degenhart
P.O. Box 1995
Vancouver, WA 98668

If to CPU:
Clark Public Utilities
Attn: Jonathan Pilling
P.O. Box 8900
Vancouver, WA 98668

13. COUNTERPARTS. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
14. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.
15. FILING. Executed copies of this Agreement shall be filed as required by RCW 39.34.040 or alternatively listed on the Parties' respective web sites or other electronically retrievable public source.
16. SEVERABILITY. Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.
17. RATIFICATION. Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

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

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Amendment on the dates indicated below.

For the **CITY**:

CITY OF VANCOUVER, WA
A municipal corporation

Eric Holmes, City Manager

DATED: _____

Attest:

Natasha Ramras, City Clerk

Approved as to Form:

Jonathan Young, City Attorney

For **CPU**:

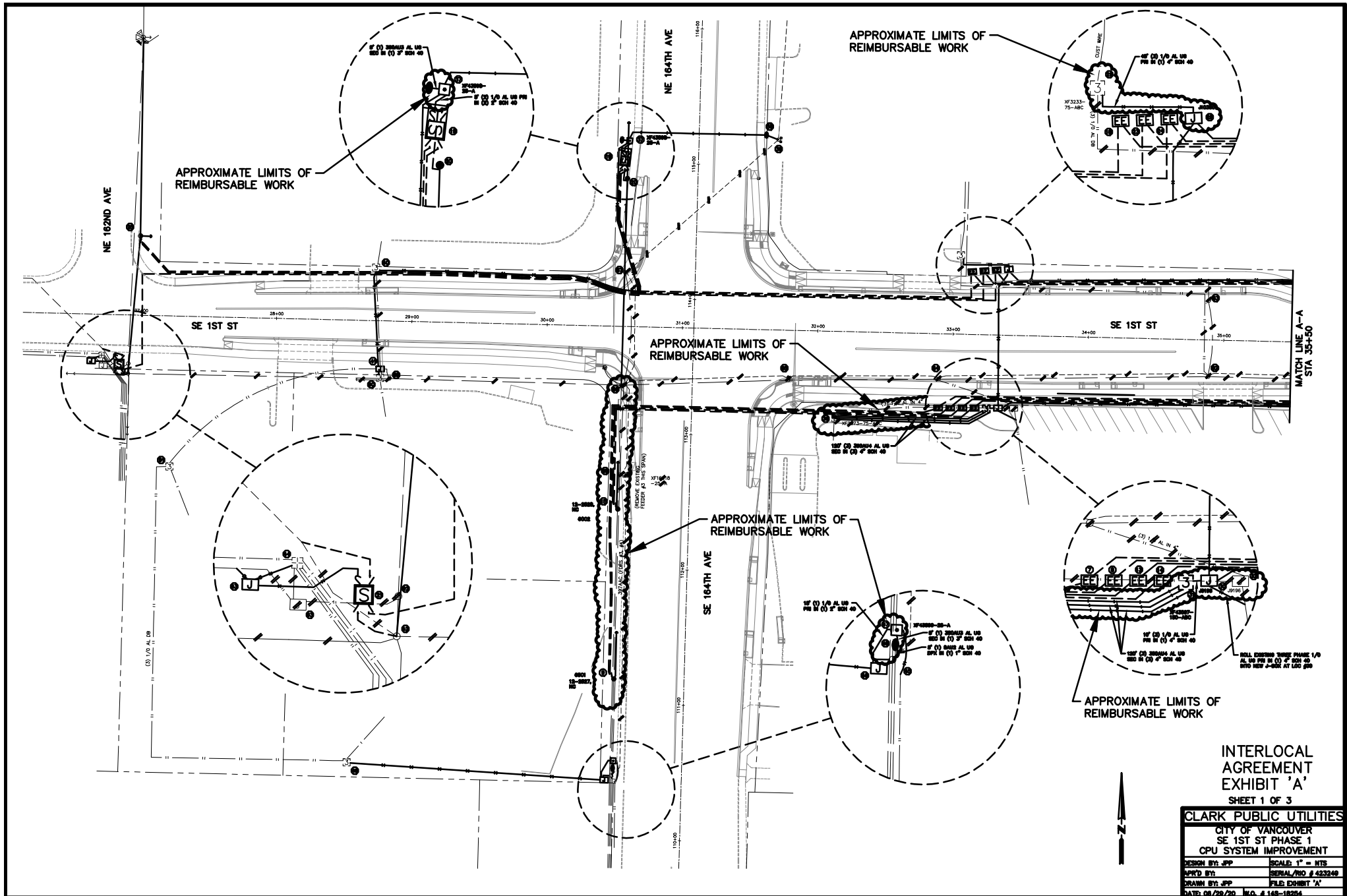
CLARK PUBLIC UTILITIES
A municipal corporation

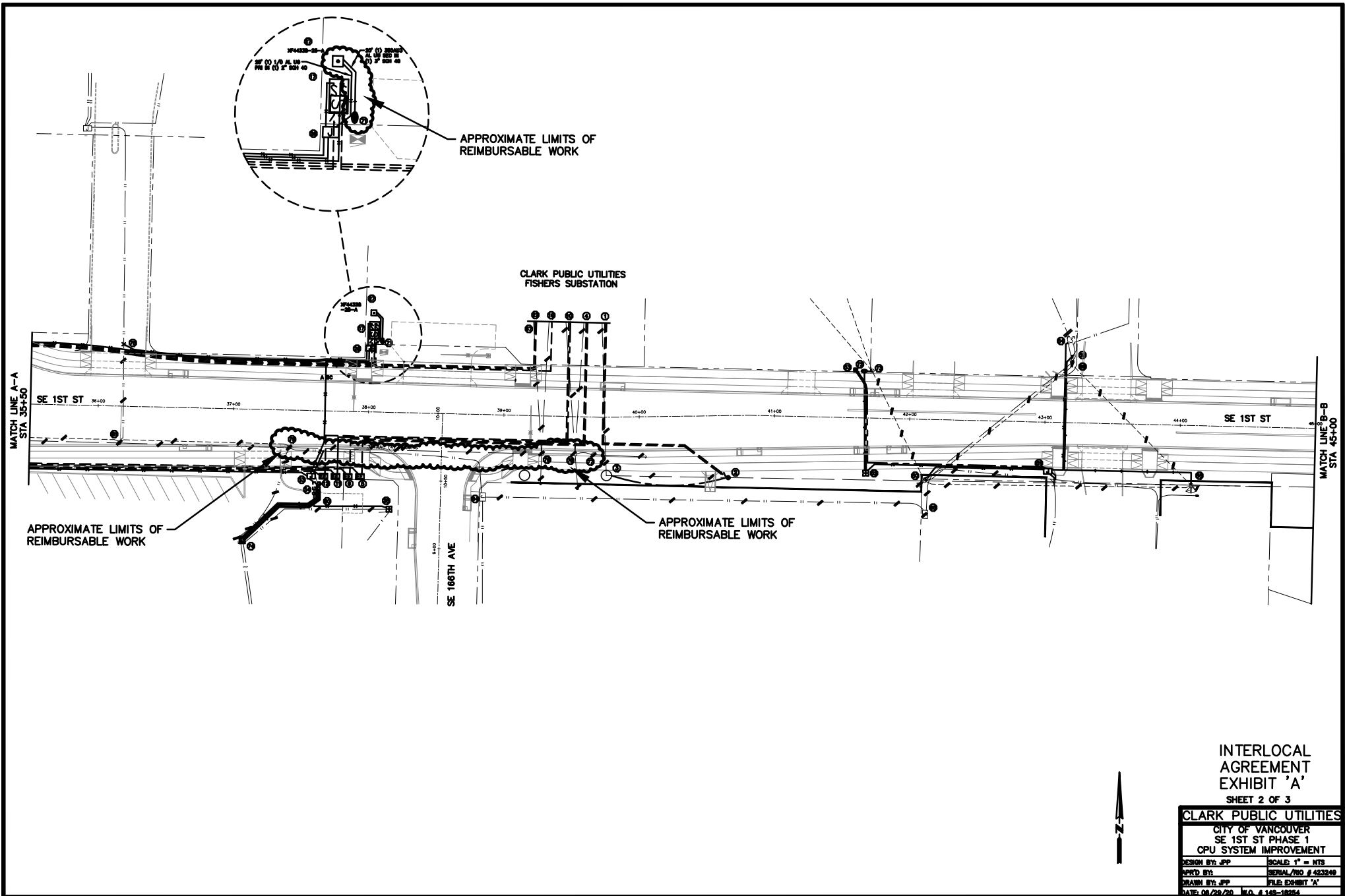
Lena Wittler, General Manager

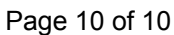
DATED: _____

Approved as to Form:

John Eldridge, CPU Legal Counsel









Staff Report 117-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/14/2020

SUBJECT Professional services agreement (PSA) for security services

Key Points

- The objective is to establish new PSA to security services at various City facilities and events.
- The PSAs would be in place for a period of five years and not to exceed \$5,000,000.00 for the life of each contract.

Strategic Plan Alignment

N/A

Present Situation

The City issued a request for proposals for security services on May 21, 2020; the City received eight (8) proposals. The required services include providing after-hour patrols for City parks, the Water Resources Education Center, and the Operations Center, provide personnel for the security desk at City Hall, assistance to the Fire Department with fireworks enforcement, and other miscellaneous services on an as-needed basis. The RFP also allowed for services and locations to be added on an as-needed basis.

After a review of all proposals, the evaluation committee selected PPC Solutions, Inc. for professional service contracts. Staff proposes to execute each contract for a period of five years. Each contract shall not exceed \$5,000,000.00.

Advantage(s)

1. This contract provides required services to various City departments.
2. Continuation of services is in the City's best interests.
3. The Contractor is familiar with the needs of these departments and is providing them in a satisfactory manner.

Disadvantage(s)

None

Budget Impact

Funds for these services have already been allocated in departmental budgets for the 2019-20 biennium. Appropriation for the 2021-22 biennium will be included in the amount of \$865,000 per year.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to execute a Professional Services Agreement with PPC Solutions, Inc. for the provision of security services on an as-needed basis for five years. The total value of each contract will not exceed \$5,000,000 for the 5 year life of each contract.

Anna Vogel, Procurement Manager, 360-487-8429

ATTACHMENTS:

- ▣ Contract
- ▣ Attachment A - Scope and Locations
- ▣ Attachment B - City Hall

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
SECURITY SERVICES

This Agreement dated August 24, 2020 by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and PPC Solutions, Inc. hereinafter referred to as "Contractor", whose address is 18303 East Appleway Avenue, Spokane Valley, Washington 99016.

WHEREAS, the City desires to engage the Contractor to provide for armed and unarmed security services for various City facilities and departments and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 16-20, Contractor's proposal to said RFP; and City Council's approval on _____ per Staff Report No. _____; and

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

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

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

1. Statement of Work.

Contractor agrees to provide for armed and unarmed security services for various City facilities and departments per RFP No. 16-20 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

The City departments are utilizing services provided under this Contract including but not limited to; City Manager's Office, Vancouver Fire Department, Facilities, Operations and Parks and Recreation.

Services currently being provided include: unarmed patrol services at various City owned facilities in support of City services or events, and private events held at City owned facilities. In addition, armed security services are provided in support of the Vancouver Fire Department Fireworks Enforcement activities.

The services to be provided are Armed and Unarmed Security Guard Services which will include, but are not limited to; desk security posts at City Hall, roving security patrols for Parks Department, vehicle protection during events, monitoring security systems at City Hall, supervising security personnel, receiving and recording security incident reports from Security Officers and other non-security personnel as needed; and carrying out security tasks as required.

Security services are to be provided, as required, to the sites and facilities and buildings as provided herein (**Attachment A**). The City reserves the right to add or delete services to be provided to best suit the needs of the City. The City may use this contract, may perform this work in-house, or may instead select other contractors through other mechanisms as suited to the City's need.

Contractor shall provide a highly qualified and stable workforce. Contractor shall practice good personnel and labor relations that support the reliability and quality of services; including practices that reduce turnover, increase employee morale; encourage better training; and help promote a professional and stable work force that proactively addresses public safety risks, is best able to address emergencies, and provides a safe, secure and comfortable environment for the City's customers, employees and contractors. In addition, the Contractor shall provide a guarantee of uninterrupted services; which ensure that appropriate levels of security services are maintained at all times without interruption.

The goal of all Security Services shall always be to employ effective communication and de-escalation strategies. Physical engagement shall be a last resort and only used if it is determined that there is a clear threat to Officer, the public or City staff. Officer shall coordinate with City staff to call 911 if it is suspected that a criminal act may have occurred or is occurring, including but not limited to possession of an illegal weapon, possession of illegal drugs and assault. If a situation is determined by the Officer to be an emergency, they may directly call 911. The Officer shall complete a written Incident Report when directed to by City staff. At a minimum, an Incident Report shall be prepared when a member of the public is injured or when there is a physical confrontation.

Security services are required for the following activities shown below. If the City determines that sites and/or facilities must be added to this list, a written contract amendment will be prepared for signature by both parties to authorize services at those sites or facilities.

UNARMED SECURITY SERVICES:

The following unarmed security services to be provided include, but are not limited to:

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Security Desk:

Contractor shall provide Security Officer(s) for duty at Customer Information Desk/Lobby Desk, as directed. Duties may include screening of public seeking access to the site, entry screening of employees and visitors during pandemic conditions, walking interior/exterior patrol for general site security, greeting and monitoring visitors seeking City services, or attending meetings, and providing directions to services located in the building, the meeting room(s), restrooms or any other rooms in use. Security Officer(s) in this category shall ensure meeting attendees have left the building, that the main entrances are locked, that the floor(s) have been secured prior to leaving the building at the end of the day, and other duties as required. If requested, Security Officer(s) will provide personal security for staff, escorting them to the parking lot after a meeting. The Officer may directly address behavioral issues if urgency is required in their judgment.

Events:

Contractor shall provide needs based Security Officer(s) as directed. Officer(s) shall work in cooperation with City staff to engage the public, observe behavior and report any concerns to City staff. If required by the City, Security Officer(s) will conduct exterior sweep(s) of the building/facility and address any concerns observed. The Officer may directly address behavioral issues if, in their judgment, urgency is required.

Meetings:

Contractor shall provide Security Officer(s) as directed to perform an interior patrol/sweep of the building during evening meetings. Security Officer(s) shall ensure meeting attendees have left the building, that the main entrances are locked and that the floor(s) have been secured prior to leaving the building at the end of the meeting. The Officer may directly address behavioral issues if, in their judgment, urgency is required.

Night Patrol:

Contractor shall provide Security Officer(s) as directed to conduct random exterior and/or interior patrols of the entire building perimeter, grounds, or parking facility. Patrols are to be conducted on foot or in a Contractor supplied vehicle as directed by the City. Security Officer(s) to randomly check exterior doors, gates or stairwells to make sure they are not occupied and locked. Security Officer(s) are to report unlocked doors, vandalism or presence of unauthorized individuals on property. Night Patrol Security Services shall not be provided during City designated severe weather events.

Issues to address may include, but not be limited to, locating unauthorized individuals when the facility is closed, identifying unauthorized activities or behaviors on grounds of the facility, and investigation of recurring complaints. Generally, the need will be to visit the facility and do a visual inspection. The officer should approach unauthorized individuals and instruct them to leave the site. The Officer may directly address behavioral issues if, in their judgment, urgency is required.

Day Patrol:

Contractor shall provide Security Officer(s) as directed to perform interior and/or exterior patrols/sweeps of the building and sites to maintain order, prevent vandalism, and to ensure there are no unauthorized individuals present. Patrols shall be conducted on foot or in a Contractor supplied vehicle as directed by the City.

Assigned duties may include, among other things, lock and/or unlock park gates, restroom, and recreational facilities. The officer should approach unauthorized individuals and instruct them to leave the site. The Officer may directly address behavioral issues if, in their judgment, urgency is required.

Fire Watch Services:

Contractor shall provide Security Officer(s) as directed as needed to patrol facility when fire sprinklers are shut off for repairs and ensure any unauthorized individuals present are instructed to leave the site. The Officer may directly address behavioral issues if, in their judgment, urgency is required. Security Officer(s) shall contact 911 in cases where an emergency is identified while providing these services.

Gates:

Before locking the gates, the security services personnel shall circulate through the park announcing the park closure, and ensure that those in the park have adequate notice and time to leave. If cars are left unattended in the park and the driver cannot be located, the security services personnel shall place a notice on the windshield directing them to call the security services office, so a unit can be dispatched to let them out of the park. Opening and closing times of gates and the specific locations will be identified in the final contract scope.

ARMED SECURITY SERVICES:

The following armed security services to be provided include, but are not limited to:

Fireworks Enforcement:

Contractor shall provide, as directed, Armed Security Officer(s) to Vancouver Fire Department personnel during Fireworks Enforcement activities. Security Officer(s) will assist Fire Department personnel with navigation/radio communication (note taking) to respond to complaints during the Fourth of July firework season. City of Vancouver Fire Department vehicles will be used for Fireworks Enforcement activities.

MISCELLANEOUS SECURITY SERVICES:

The following armed or unarmed security services to be provided include, but are not limited, to the following:

1. Provide Security Officer(s) as directed for other miscellaneous security services such as, personal security (escort) for City employees, temporary staff and volunteers when there is no specific threat or emergency. When requested, a uniformed Security Officer in a marked vehicle will arrive to escort the person to their vehicle, within 15 to 30 minutes of the request.
2. Provide Security Officer(s) as directed for miscellaneous security functions at construction project sites or for special events.

As required by the specific request, these services may require that personnel supplied be either unarmed or armed.

ADDITIONAL DUTIES:

The City retains the right to authorize additional services at any time to best suit its needs. In these cases, a Contract Amendment will be prepared as soon as practicable to formally authorize these services.

GENERAL REQUIREMENTS:

Reporting - Contractor shall provide detailed, written, daily reports to the City staff person who requested the service at that specific location. Required content of the daily report shall be determined by that individual and shall be provided to Contractor in writing. Copies of all reports shall be kept by the Contractor.

Contractor shall be responsible for preparing and maintaining operations, procedural and policy manuals and all other required files, documents and training aids for use by Security Officers. The City will provide input on their needs, procedures, policies, practices, laws and regulations to aid in the creation of the Contractor's manuals and training aids. Preparation of manuals and training aids will be completed at Contractor's expense.

Contractor will be responsible for acting in accordance with the City Hall Security Guidelines (**Attachment B**) while providing services.

Upon notice to proceed, Contractor shall immediately provide to the City a list of prospective Security Officers and Supervisors to be assigned to each City site. That list shall include at a minimum for each listed employee, the following information:

- a. Full, legal name, and any aliases;
- b. Date of Birth;
- c. Current physical address (residence);
- d. Copy of current CPR/First Aid Training Card

Within ten (10) days of the notice to proceed, the Contractor shall have any employees that will be working in the City of Vancouver buildings or property of Police buildings report to VPD West Precinct to have fingerprints taken. Vancouver Police Department will review the information return on the fingerprints and either accept, or reject the background check. The City's Project Manager shall notify the Contractor of the results.

Once the employee passes the fingerprint background an FBI - Homeland Security CJIS power point slide presentation or video must be watched and a test taken (This is done every two (2) years). Employee email address is required so a link to the presentation can be sent with instructions on how to view the required training. Contractor is to advise the City's Project Manager when CJIS training is completed.

Annually, during contract renewal, Contractor will provide the same background check for each employee working on this contract that was required when the contract was awarded and provide copies to the City upon request.

Contractor must supply proof of bonding for itself and its employees to the City's Project Manager before notice to proceed is given and annually thereafter.

A Contractor will not remain as the Contractor who has been convicted of any crime relating to the security guard business and no armed security guard will work for the City if convicted of any crime relating to the security guard business.

Contractor shall maintain a drug free workplace. Security Officers shall not be under the influence or exhibit any signs of either alcohol, drug use, or any other substance abuse while on shift. If Officer is suspected or caught under the influence it will be grounds for immediate removal.

No activities or services included as part of this contract may be subcontracted to another organization, firm, or individual without the written approval of the City of Vancouver. Such intent to subcontract should be clearly identified in the proposal. It is understood that the

Contractor is responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

Violation of, or failure to adhere to any of the above requirements shall be deemed sufficient cause for termination, however, the City retains the right to terminate any Agreement for convenience at any time.

All Security Officers, without exception, shall be in full uniform at all times while providing services to the City of Vancouver and shall be fully equipped with all City required equipment when providing services. Compensation will not be paid in cases where a Security Officer reports to their duty station out of uniform or for the time required for an alternate officer to be notified and to arrive at that duty station. Compensation will only be paid for actual services provided that meet, in total, all requirements of the City.

MINIMUM QUALIFICATIONS:

Unarmed Security Officers must have at least one (1) year and Armed Security Officers must have at least three (3) years of relevant, verifiable experience in security screening and related equipment operations.

Armed Security Officers shall not have been convicted of any crimes against children in any degree in the preceding five (5) year period. Convictions prior to this period will be reviewed on a case by case basis. Armed security Officers must not have been convicted of the crime of larceny or theft in any degree in the preceding five (5) year period. Security Officers must be clear of any, domestic violence, sexual or drug related convictions. Security Officers shall be free from any pending felony actions or convictions.

SECURITY GUARD EXPECTATIONS AND DUTIES:

Security Officers assigned to work on City assignments must:

1. Be able to lawfully possess a firearm in Washington State, if applicable. Contractor must supply proof of firearms training/qualifications, permits, and certifications. A current copy of this required proof must be submitted annually.
2. Have received all required training in the duties of their assigned duty station and in all relevant City policies, practices, requirements, and procedures before providing services to the City of Vancouver.
3. Arrive at their assigned duty station at the mutually agreed upon time ready to perform their assigned duties.
4. Wear an identification tag or bar pin displaying his/her name, at all times. This tag or bar pin shall be provided and paid for by the Contractor.

5. Understand that they are representing the City of Vancouver while at their post and, as such, conduct themselves at all times in a courteous and professional manner while performing their duties. The City retains the right to remove any guard who does not meet the proper standards for customer service and performance.
6. Abide by the City's smoking policies and **only** smoke during authorized breaks in authorized smoking areas.
7. Maintain confidentiality regarding information that may be overheard during the course of handling official duties.
8. Follow the operating procedures set forth by the City.
9. Pass a drug test within 15 days of commencement of work at the City, with proof supplied to the City if requested.
10. Be physically fit and able to respond and move quickly if necessary.
11. Be able to lift 50 lbs on a regular basis without physical impairment.
12. Have adequate reading, writing and computer operations skills to perform assigned duties.
13. Have the ability to positively interact with the public.
14. Have the ability to communicate effectively, verbally and in writing.
15. Have the ability to use Microsoft Outlook, calendar and email, if required.
16. Testify in any judicial tribunal, in the event this is requested by the City.

HOLIDAYS

Recognized City Holidays are as follows: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Thanksgiving Holiday, and Christmas Day.

TRAINING

Prior to assignment, Contractor will be responsible for providing training to their personnel that they deem necessary to fully and completely perform their function.

At a minimum, training on the following topics shall be provided by the Contractor:

1. Radio procedures
2. Report writing, including but not limited to Incident reports, accident reports, witness forms, security logs
3. Workplace Violence Prevention & Dealing with Hostile Individuals.
4. City Hall Security Guidelines

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5. Everbridge Emergency Notification System
6. Operation of Contractor supplied equipment
7. Security Officers must have training in Blood-borne pathogens/infectious disease/sharps handling and awareness
8. Patrol procedures
9. When to call VPD
 - a. Identification of potential hazards, threats and safety issues
 - b. Security and fire alarm responses Current First Aid and CPR certification. The Contractor will be responsible to ensure and coordinate refresher training as necessary.
 - c. Any other Labor and Industries mandated training; provide proof of successful completion to the City upon request.

UNIFORM

All Security Officers shall be in a well-fitting, clean, neatly groomed and well maintained City approved uniform at all times while providing services to the City of Vancouver. Contractor shall not advertise themselves as a City employee in any way.

Contractor provided uniforms shall consist of the following:

1. A long or short sleeve shirt containing one or more visible patches with the Contractor's name and identifying the individual as a Security Officer unless otherwise requested during specific events.
2. Trousers/slacks must be of a dark color and color coordinated with the uniform shirt. Jeans are not permitted. (well-fitting black BDU pants are an acceptable option),
3. Black or brown utility belt with an appropriate number of keepers,
4. Shoes or dress shoes shall be black or brown polished,
5. Jacket (seasonal and weather appropriate), with a minimum with a 3-inch white/black "Security" embroidered patch on back,
6. Gloves,
7. Hat (seasonal and weather appropriate)
8. Appropriate Body Armor/ballistic vest (Body armor, if provided, must be worn under the duty shirt.)

A name tag, supplied by the Contractor, shall be displayed on the uniform with the name of the Security Officer. The name tag shall be visible to the public at all times.

Contractor shall provide and pay for uniforms to its employees working for the City Contract, in sufficient quantity as to allow a continuous professional appearance and of sufficient quality of material that allows for a sharp, pressed look throughout the duration of an employee's shift.

EQUIPMENT & SUPPLIES

The Contractor, at their expense, shall supply all equipment and supplies required to provide contracted services. Depending on the assignment and required duties, equipment supplied to Security Officers will consist of: Patrol Vehicle(s), Two Way Radio or Cellphone with City-wide coverage, Flashlight, Report and Record Preparation Materials, Firearms and Ammunition, Tasers, First Aid Supplies, Batons, Handcuffs, Pepper spray.

Contractor is solely responsible for determining what equipment is to be carried by each Security Officer. The City reserves the right to offer suggestions. Final responsibility for equipment selection, however, shall remain with the Contractor.

INVOICES

Invoices for services provided shall be submitted in a preapproved City defined format according to a mutually defined schedule. Invoices shall include, at a minimum, location where services being provided, including City location identifier; nature of services being provided; time services provided; rate of compensation.

Individual invoices shall be submitted to the Project Manager responsible for the particular site where services are being provided. Invoices addressing services at multiple sites shall not be forwarded to the City unless all sites are the responsibility of the same Project Manager and the Project Manager approves of the preparation of that invoice in that way.

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

Contractor shall be responsible for following all State of Washington labor laws. The City shall only be responsible for payment of overtime in situations when Security Officers are providing services directly to the City for more than forty (40) hours per week. In no case shall services provided to other clients be considered as part of this forty (40) hour time period.

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The City shall only be invoiced for time spent providing services to the City. Time spent traveling from the deployment/dispatch location to the duty site/location where services are to be provided shall not be invoiced as an expense to the City. In addition, travel time from the last site/location where services have been delivered to the deployment/dispatch location shall not be included in any invoices submitted to the City.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

This agreement is a purchase of professional services on an on call, task by task, as needed, basis at the rates attached. Payment for these services shall not exceed **\$5,000,000.00 USD** unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 16-20 and RFP No. 16-20.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of September 28, 2020. It is agreed services hereunder shall be completed by September 27, 2025.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

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

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

During the term of any Contract created on the basis of this solicitation, and in consideration of the City's business needs, the Contractor may submit requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Requests for adjustments to compensation shall be based on the percentage adjustment for the most recent

four (4) quarters of the Seattle-Tacoma-Bellevue CPI-U. The Contractor will be solely responsible for any adjustments made by the State of Washington to minimum wage rates. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of the Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

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

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

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

d. Worker's Compensation. Contractor shall carry workers’ compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance of the work or services; and, Employer’s Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than ten million dollars (\$10,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor’s primary Commercial General and Automobile Liability coverage, or any combination thereof.

i. 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.

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

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

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

14. Notices.

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

City:

Anna Vogel
City of Vancouver
415 W 6th Street

Contractor:

Sheila Leslie
PPC Solutions, Inc.
18303 East Appleway Avenue,

P O Box 1995
Vancouver WA 98668-1995

Spokane Valley, Washington 99016

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

21. 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.

22. Nondiscrimination.

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

By signing below, the Parties hereto accept the terms and conditions of this Agreement and specifically acknowledge and agree that the provisions contained herein have been mutually negotiated.

DATED this 24th day August, 2020

CITY OF VANCOUVER,
A municipal corporation

Eric Holmes, City Manager

Attest:

Natasha Ramras, City Clerk

CONTRACTOR:
PPC Solutions, Inc.

Signature:

By: Printed Name / Title

Approved as to form:

Jonathan Young, City Attorney

16-20 Coverage Locations and Service Type

FACILITY	FACILITY DESCRIPTION	ADDRESS	PM RESPONSIBLE FOR SITE
Amtrak Train Depot (Amtrak)	Events here	1301 W 11th St	Mike Shrum
Arnada Park - Gazebo	Gazebo - only when requested	2500 G St	Bill Bjerke/Doug Messner
Bagley Downs	Gates / Locks, Outdoor Restroom Gates / Locks, Ballfields Gates/ Locks	4501 Nicolson Rd	Bill Bjerke/Doug Messner
Brookside Complex	Operations Center structures, parking lots, gates, doors	2323 General Anderson	Brian Potter
Brookside Utilities Brick and Modular Building	Night Patrol Alarm Responses for the Brookside Utilities Building and Modular Office.	2323 General Anderson	Mike Shrum
Burnt Bridge Creek (BBC) - NE 65th Ave Parking Lot	Parking lot, gate	1701 NE 65th Ave	Brian Potter/ Tim Esary
City Hall Desk Security Meetings	City After Hours meetings and Council meetings	415 W 6th St	Anna Quintrell
City Hall Desk Security Daytime	Security Desk	415 W 6th St	Anna Quintrell
City Hall Night Patrols & Alarms	Night Patrol Building & Alarm Responses	415 W 6th St	Mike Shrum
City Hall Parking Permit	City Pays for Daytime desk security Parking in West Lot	415 W 6th St	Mike Shrum

16-20 Coverage Locations and Service Type

FACILITY	FACILITY DESCRIPTION	ADDRESS	PM RESPONSIBLE FOR SITE
Clark County Historic Museum	Museum Security Alarm Response	1511 Main St.	Mike Shrum
Columbia Springs	Parking Lot Gate / Locks/ Restroom	12208 SE Evergreen Hwy.	Bill Bjerke/ Jason Oldham
David Douglas Park- Restrooms, Gates, Ballfields & Picnic Shelter	Outdoor Restrooms, Gates, Ballfields & Picnic Shelter	1018 N Garrison Rd.	Bill Bjerke/ Jason Oldham
David Douglas Park - Little League Clubhouse	Clubhouse Doors / Locks	1018 N Garrison Rd.	Bill Bjerke/ Jason Oldham
David Douglas Park - Restrooms 2 Security Alarms	Security Alarm Response	1018 N Garrison Rd.	Mike Shrum
David Douglas Park - Softball Fields	Ballfield Gates/ Locks	1018 N Garrison Rd.	Bill Bjerke/ Jason Oldham
Devine Restroom - BBC Greenway	Outdoor Restroom Doors/ Locks	1605 N Devine Rd.	Brian Potter/ Tim Esary
Ellsworth WT Plant Water Department	Upon Special Request Only	9810 SE 16th St	Brian Wilson/ Rob Weber
Ellsworth Well #3 Water Department	Upon Special Request Only	9319 SE 12th St	Brian Wilson/ Rob Weber
English Pit Buildings & Yard and Fuel Island	Modular trailer and a building with vehicles and a yard.	912 NE 192nd Ave	Mike Shrum
Esther Short Restroom, Band Shell, Gazebo, Plaza, Plaza Commons (Farmers Market), Pump House & Storage Building	Outddor Restrooms, locks, onsite recreational facilities inspection, locks	800 Esther St.	Bill Bjerke/Doug Messner
Evergreen Transit Center	Temporary overnight parking for houseless community	NE 18th St. and NE 138th Ave.,	David Perlick
Fire Boathouse	Lagoon. Fenced area.	100 Marine Park Way	Mike Shrum
Fire Maintenance Shop	Fire Shop is on same site as Fire Station 5	7114 NE 63rd St	Mike Shrum

16-20 Coverage Locations and Service Type

FACILITY	FACILITY DESCRIPTION	ADDRESS	PM RESPONSIBLE FOR SITE
Fire Station 1 New	Fire Station, Parking Lot and Gates	2607 Main St	Mike Shrum
Fire Station 1 Old Night Patrol	Exterior of the Building and Property	900 W Evergreen Blvd	Mike Shrum
Fire Station 2 New	Fire Station, Parking Lot and Gates	2106 Norris Rd.	Mike Shrum
Fire Station 2 Old Night Patrol	Exterior of the Building and Property	400 E 37th St	Mike Shrum
Fire Station 3	Fire Station and Parking Lot	1110 N Devine Rd	Mike Shrum
Fire Station 4	Fire Station and Parking Lot	6701 NE 147th Ave	Mike Shrum
Fire Station 6	Fire Station and Parking Lot	3216 NE 112th Ave	Mike Shrum
Fire Station 7	Fire Station and Parking Lot	12603 NE 72nd Ave	Mike Shrum
Fire Station 8	Fire Station and Parking Lot	213 NE 120th Ave	Mike Shrum
Fire Station 9	Fire Station and Parking Lot	17408 SE 15th St	Mike Shrum
Fire Station 10	Fire Station and Parking Lot	1501 NE 164th Ave	Mike Shrum
Fire Station 11 2021 Construction starts	Fire Station and Parking Lot	9600 NE 130th Ave.	Mike Shrum
Fire Station (Future Site)	Fire Station, Parking Lot and Gates	NE 68TH ST. & NE 196TH AVE.	Mike Shrum
Firstenberg Community Center	Building Security Alarm Response	700 NE 136th Ave	Mike Shrum
Fisher Basin - Softball Fields, Tennis Courts, Shelter and Gates	Softball Fields - Gates / Locks, Tennis Courts- Gates/ Locks, Picnic Shelter	SE Mill Plain & SE 192nd Ave	Bill Bjerke/ Jason Oldham

16-20 Coverage Locations and Service Type

FACILITY	FACILITY DESCRIPTION	ADDRESS	PM RESPONSIBLE FOR SITE
Fisher Basin Park - Restroom	Security Alarm Response for restrooms	SE Mill Plain & SE 192nd Ave	Mike Shrum
Fort Vancouver Little League Restroom	Upon Request Only	1301 E Mill Plain Blvd	Bill Bjerke/ Jason Oldham
Fruit Valley Neighborhood Center Night Patrol	Night Patrol exterior of building and parking lot & Security Alarms	3203 Unander St.	Mike Shrum
Haagen Park Shelter	Shelter - Gates/ Locks	13200 Leroy Haagen	Bill Bjerke/ Jason Oldham
Haagen Park - Restroom	Security Alarm Response or Restrooms	13200 Leroy Haagen	Mike Shrum
Leverich Park	Gates / locks Gazebo & Picnic Shelter	4001 Leverich Park Way	Bill Bjerke/Doug Messner
Leverich Park - Restroom	Security Alarm Response Restroom and Covered Picnic building electrical room door.	4001 Leverich Park Way	Mike Shrum
Luepke Center	Security Alarm Response Building	1009 E McLoughlin Blvd.	Mike Shrum

16-20 Coverage Locations and Service Type

FACILITY	FACILITY DESCRIPTION	ADDRESS	PM RESPONSIBLE FOR SITE
Marine Park	Observation Tower, Boat Docks, Gates / Locks, Shelter & Pump Station	Marine Park Way	Bill Bjerke/Doug Messner
Marine Park - East, West and Dock Restrooms	Three restrooms, east west and Boat launch	100 Marine Park Way	Bill Bjerke/Doug Messner
Marshall Center	Security Alarm Response	1009 E McLoughlin Blvd.	Mike Shrum
Marshall Park	Gates & Shelter	1009 E McLoughlin Blvd.	Bill Bjerke/Doug Messner
Marshall Park - Restroom	Security Alarm Response restrooms	1009 E McLoughlin Blvd.	Mike Shrum
Marshall Softball Field	Gates/ Locks	1009 E McLoughlin Blvd.	Bill Bjerke/Doug Messner
Navigation Center	Day use facility for homeless services.	2018 Grand Blvd.	David Perlick
Navigation Center Night Patrol & Security Alarms	Night Patrol exterior of building and parking lot & Security Alarms	2018 Grand Blvd.	Mike Shrum
Old City Cemetery	Perimeter gates/ locks and Storage Building doors/locks	2701 E 13th St.	Bill Bjerke
Operations Center - Administration Building, Equipment Services, Meter Shop, Parking Lots, Covered Sheds & Truck Bays, Warehouse, West Parking Lot (Action Food Mart Property)	Operations Center structures, parking lots, gates, doors & Locks	4711 E Fourth Plain Blvd.	Brian Potter
Other Safe Park Locations	Temporary overnight parking for houseless community	Various Locations	David Perlick
Park Hill Cemetery	Gates / Locks & Office Bldg	5915 E Mill Plain Blvd	Bill Bjerke/ Will Zalpys

16-20 Coverage Locations and Service Type

FACILITY	FACILITY DESCRIPTION	ADDRESS	PM RESPONSIBLE FOR SITE
Parking Lot 3 - (west of City Hall) Night Patrol	Night Patrol of Parking lot	503 W 6th St.	Mike Shrum
Parking Lot 4 - City Hall (Tenant Parking south of Lot #3) Night Patrol	Night Patrol of Parking lot	415 W 6th St.	Mike Shrum
Parking Lot 5 - Columbia Bank 5th & Main St	foot and vehicle Patrol parking	500 Broadway St.	Steve Kaspan
Parking Lot 18 - Vancouvercenter	foot and vehicle Patrol parking	210 W 6th St.	Steve Kaspan
Pearson Airpark	Airplane Airfield	101 E Reserve	Heidi Scapelli
Police - Headquarters Chkalov Night Patrol	Exterior of the Building and Property & Alarm Response	521 Chkalov Drive	Mike Shrum
Shumway Park - Gazebo	Upon Request Only	E 31st & Front St	Bill Bjerke/Doug Messner
Slocum House	Security Alarm Response at Esther Short Park SW corner.	605 Esther St.	Mike Shrum
Special Events	City sponsored, outdoor events in	Esther Short Park, Waterfront Park,	Stacey Donovan

16-20 Coverage Locations and Service Type

FACILITY	FACILITY DESCRIPTION	ADDRESS	PM RESPONSIBLE FOR SITE
Tower Mall (Town Plaza) (The Heights) Day Security	Daytime Security inside and outside of building.	5411 E Mill Plain Blvd	Mike Shrum
Tower Mall (Town Plaza) (The Heights) Night Patrol	Exterior of the Building and Property	5411 E Mill Plain Blvd	Mike Shrum
Water Engineering Building (Marine Park)	Security Alarm Response Engineering Water Admin Building	4500 SE Columbia Way	Mike Shrum
Waterworks Park	Gates / locks	Fourth Plain & Ft. Vancouver Way	Bill Bjerke/Doug Messner
Webber Machine Works	Two story office building	400 Columbia St	Mike Shrum
Wintler Park	Gate / Lock	6701 Beach Dr.	Bill Bjerke/Doug Messner
Wintler Park - Restroom	Outdoor Restroom Doors/ Locks	6701 Beach Dr.	Bill Bjerke/Doug Messner
WREC	Security Alarm Response Water Resource Education Center	4600 SE Columbia Way	Mike Shrum
Water Station #1	Upon Request Only	2103 E Reserve St	Brian Wilson/ Rob Weber
Water Station #3	Upon Request Only	4201 Washington St.	Brian Wilson/ Rob Weber
Water Station #4	Upon Request Only	4415 E 5th St.	Brian Wilson/ Rob Weber
Water Station #5	Upon Request Only	5401 Idaho St	Brian Wilson/ Rob Weber

16-20 Coverage Locations and Service Type

FACILITY	FACILITY DESCRIPTION	ADDRESS	PM RESPONSIBLE FOR SITE
Water Station #6	Upon Request Only	6200 NE 53rd St	Brian Wilson/ Rob Weber
Water Station #7	Upon Request Only	11595 NE 16th St.	Brian Wilson/ Rob Weber
Water Station #8	Upon Request Only	6115 NE 112th Ave	Brian Wilson/ Rob Weber
Water Station #9	Upon Request Only	14704 NE 39th St	Brian Wilson/ Rob Weber
Water Station #14	Upon Request Only	6803 NE 78th St	Brian Wilson/ Rob Weber
Water Station #15	Upon Request Only	2722 NE 84th Ave	Brian Wilson/ Rob Weber
Zhen Building Night Patrol & Security Alarms	Night Patrol exterior of building and parking lot & security Alarm at the City of Vancouver Pavement Maintenance suite #107	5107 E Fourth Plain Blvd.	Mike Shrum

City of Vancouver, Washington
City Hall
Building Access and Security Policy



PURPOSE/INTRODUCTION: This Policy establishes Vancouver's access and security practices in the City Hall Building.

Vancouver City Hall is designed to provide a safe and secure environment for staff and patrons. Our new City Hall represents a significant facility change requiring additional requirements for staff, tenants and visitors. The primary purpose of City Hall is to provide for the conduct of City business. The First Floor Lobby area (including restrooms) is intended for the use of those employees and patrons conducting City business, and is not a public forum nor designated for use for rallies, protests, press conferences or similar events.

City Hall is a mixed use structure and requires various levels of security ranging from limited open access for the public and private tenants to secured access where entry is only permitted with authorization.

INTENDED AUDIENCE FOR THIS POLICY: All City Hall employees, tenants and visitors.

POLICY SECTION:

1. Access to the building

- First Floor – entry level to the building including the main lobby, Information desk, Customer Service and Community Development, Permitting, Aspen Multi-Purpose Room, and the Employee Lunch Room/Vending.
 - i. There are three general access points for the conduct of City business on the first floor. Two of these access points will be open during normal business hours from 8:00AM to 5:00PM and locked on weekends and City observed holidays.
 - ii. The Information desk will be staffed 8:00AM to 5:00 PM, Monday through Friday.
 - iii. The Community and Economic Development Department customer access hours are 8:00AM to 4:00PM and will be closed from 12:30PM to 1:30PM, Monday through Friday except Wednesdays when they will open at 9:00AM.
 - iv. The main Customer Service Counter hours are 8:00AM to 5:00PM, Monday through Friday, except Wednesdays when they be open at 9:00 AM.
 - v. If tenant access is required during a City observed holiday the west doors will be unlocked at the tenant's request. The interior slider door must remain closed during these days.
 - vi. Areas with restricted public access include: shower rooms, bike lockers, loading dock, cash counting room, the employee lunch room, and the Aspen Multi-Purpose room.
 - vii. The employee lunchroom will be accessible by Card Key for City Hall employees and the tenants on the Fifth and Sixth floors.

- viii. Elevator access is permitted to the First Floor and Second Floors during normal business hours. Card Key access is required during all other hours.
 - ix. Elevator access to Floors Three, Four, Five and Six requires Card Key access at all times.
 - x. Card Key access is not required when returning from any floor to the First Floor.
- Second Floor – includes the City Manager’s office, Council Chambers, Community & Economic Development and CDBG
 - i. Access to the Second Floor is available by elevator or stairs during normal business hours.
 - ii. Public access for the conduct of City business on the Second Floor is allowed in common areas, public restrooms, Council Chambers, the City Manager’s reception area and the east conference rooms (Balsam Fir and Birch). All other space requires Card Key access.
 - iii. Public access to Community and Economic Development Department on the Second Floor is by Card Key access. Visitors will check in at the Information desk before meeting with staff.
- Third Floor – includes Human Resources, Information Technology, Parks and Recreation, and Risk Services.
 - i. Elevator access to the Third Floor for the conduct of City business requires Card Key access. Visitors will check in at the Information desk for a Visitors Badge and Card Key before meeting with staff.
- Fourth Floor – includes Finance, City Attorney’s Office and Parks Foundation
 - i. Elevator access to the Fourth Floor for the conduct of City business requires Card Key access. Visitors will check in at the Information desk for a Visitors Badge and Card Key before meeting with staff.
 - ii. Access to the Criminal Division of the City Attorney’s Office is limited to Card Key access for authorized staff only.
- Fifth Floor – is a leased space for private business
 - i. Elevator access requires Card Key access. Visitors will check in at the Information Desk for a Visitors Badge or otherwise directed by the tenants.
- Sixth Floor – is a leased space for private business and the CVTV Studio
 - i. Elevator access requires Card Key access. Visitors will check in at the Information Desk for a Visitors Badge or otherwise directed by the tenants.
 - ii. The CVTV Studio is locked and authorized staff will have key access. All visitors to the CVTV Studio on the Sixth Floor must check in at the Information desk for a Visitor Badge and then proceed to the Second Floor offices of CVTV for assistance.
- Courtesy phones are located outside the elevators on the Second and Third Floors so that visitors can contact the staff member or department they are meeting with.

2. Employee and Visitor Identification

- Employee Identification Badges – For the security of its employees, visitors, and property, the City will issue employee identification badges. (See City Policy #402 Identification Badges)
 - i. Employees are required to wear the ID badges when on City property during working hours.
 - ii. Badges may be obtained by contacting the Human Resources Department.

- iii. If an employee needs a new badge due to loss, damage or name change, please contact Human Resources within thirty (30) days of such event.
- Visitor Identification Badges
 - i. For the security of its employees, visitors and property, the City is requesting ALL visitors sign in at the Information Desk. A visitor's badge is required to access Floors Three through Six.
 - ii. All visitors to the CVTV Studio on the Sixth Floor must check in at the Information desk for a Visitor Badge and then proceed to the Second Floor offices of CVTV for assistance.
 - iii. When signing in visitors will be required to print their name, time of arrival, phone number, purpose of the visit and the name of the person they are meeting.
 - iv. Visitors need to sign out and return their Visitor Badge and/or Card Key.

3. After Hours Security

- Any after-hours meetings that utilize space on the First and Second Floors must provide a security presence in the main lobby before, during and after the meeting to prevent theft or vandalism of City property.
- Security may consist of a security guard from our contracted provider, a staff member or a volunteer who has been approved by the City.

4. Common Sense Safety Reminders

- If a City employee sees someone without a Visitor/Employee Badge moving around the building ask them how they can be assisted and/or escort them to the Information desk so they can be helped.
- If someone without a Visitors/Employee Badge wants to exit the elevator on the Third or Fourth floors ask to assist them and be sure they are making contact with the appropriate staff member on these floors.
- When walking to and from employee parked vehicle pay attention to the surroundings for safety. If it's dark and personal safety is concern, arrange to walk with a co-worker.
- Report suspicious activity as appropriate – car prowls call 911, homeless people sleeping around the building or near the parking lot contact your manager or the security officer at the Customer Information Desk.

5. Trespass

- Visitors to City Hall who do not comply with the Building and Security Policy may be trespassed by the Vancouver Police Department per request of any Department Manager or delegate. Visitors who exhibit behaviors such as but not limited to disturbance of the peace, public indecency, harassment, loitering, exchange or purchase of drugs, inebriation and substance abuse are subject to being trespassed from City Hall. Visitors who exhibit such behaviors will be asked to leave City Hall voluntarily and if they fail to do so will be trespassed by the Vancouver Police Department.

6. Notes

- Citywide and Department Policies, Union Contracts, and Operating Principles support this Policy. If there are questions or concerns about this Policy, please refer to these other documents or contact a supervisor or manager for clarification.
- Management and Accountability – managers are required to enforce and hold employees accountable to adhere to the Building Access and Security Policy, Building Usage Guidelines, Conference and Huddle Room Usage Guidelines and Office Guidelines.

- Management reserves the right to modify this Policy and the associated Guidelines referred to above. Employees will be notified in advance.



Staff Report 118-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/14/2020

SUBJECT Mutual Law Enforcement Assistance Agreement with Skamania County Sheriff's Department for Canine Unit Training

Key Points

- The Skamania County Sheriff's Department ("SCSO") desires to engage the Vancouver Police Department ("VPD") to complete certain services associated with the selection and training of a SCSO K-9 handler and one Police Service Dog, which will service the County of Skamania.
- VPD has scheduled training, to begin in September 2020, for a VPD K-9 handler and Police Service Dog.
- There is mutual benefit in training VPD's service dog and SCSO's service dogs together.

Strategic Plan Alignment

Goal 2: Provide effective, innovative and well-resourced police, fire and emergency medical services.

Present Situation

SCSO intends to add a dual-purpose K-9 to SCSO and has requested that VPD train the police service dog. VPD has a certified K-9 trainer and will be running an academy to certify a new K-9 for VPD's program in September 2020. VPD will benefit if SCSO participates in the academy because SCSO will provide additional help, and having four dogs in the program allows for better feedback and skills assessment. Also having another certified K-9 in the region assists when there are multiple high profile incidents occurring at the same time.

Advantage(s)

1. Provides a new partnership with an agency that does not currently have a K9 program.
2. Improves the number of certified K9 teams in the Southwest WA region.

3. There is no additional cost to the City or the Vancouver Police Department.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to execute the Mutual Law Enforcement Assistance Agreement for Canine Unit Training and take any and all action necessary to enforce the terms thereof.

Kathy McNicholas, Vancouver Police Lieutenant, 360-487-7442

ATTACHMENTS:

- ▢ Mutual Law Enforcement Assistance Agreement for Canine Unit Training

MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT

CANINE UNIT TRAINING

Vancouver Police Department & Skamania County Sheriff's Office

THIS MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT ("Agreement" herein), is made and entered into by and between the City of Vancouver, by and through the Vancouver Police Department ("VPD") and Skamania County, by and through the Skamania County Sheriff's Office ("SCSO"), to provide selection, training, inspection, and assessment of one K-9 SCSO (canine) team consisting of one police service dog and the handler.

RECITALS

WHEREAS, SCSO desires to engage VPD to perform, and VPD agrees to undertake, carry out and complete certain services associated with the selection and training of a SCSO K-9 handler and one Police Service Dog, which will service Skamania County; and

WHEREAS, VPD has a certified Police Dog Trainer; and

WHEREAS, VPD has scheduled training, to begin in September 2020, for one VPD K-9 handler and Police Service Dog, which will service the City of Vancouver; and

WHEREAS, VPD desires to concurrently train SCSO's Police Service Dog; and

WHEREAS, VPD may also concurrently train a K-9 handler and Police Service Dog from the City of Battleground; and

WHEREAS, there is mutual benefit to training the VPD Police Service Dog with other agencies' Police Service Dogs, as each dog's progress and responsiveness to training may be measured against the other; and

WHEREAS, there is mutual benefit to Vancouver and Skamania County in having additional Police Service Dogs trained and available to respond to incidents in the region.

NOW, THEREFORE, the parties agree as follows:

I. PARTIES TO THE AGREEMENT.

The parties to the Agreement are:

- A. VPD City of Vancouver
P.O. Box 1995
Vancouver, WA 98668-1995
- B. SCSO Skamania County Sheriff's Office
200 Vancouver Ave
P.O. Box 790
Stevenson, WA 98648

II. EFFECTIVE DATE, DURATION AND RATIFICATION.

This Agreement shall become effective as of the date set forth on which the last of the parties, whether VPD or SCSO, executes said Agreement, and shall be operative until completion of the Work set forth in Article V, below, or termination as set forth in Article IX, below. Any acts made consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

III. PURPOSE AND FUNCTION.

The purpose of this Agreement is to provide selection, training, inspection, assessment, and as appropriate, certification of one SCSO K-9 team consisting of one police service dog and the handler by SCSO.

IV. ORGANIZATION.

No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization or functions of the parties, except as specifically provided for herein.

V. DESCRIPTION OF WORK.

A. VPD is responsible for the following:

1. Assistance with the selection of one Police Service Dog, which will be purchased and owned by SCSO.
2. Four hundred (400) hours of patrol training, inspection and assessment of one Police Service Dog owned by SCSO and its handler, commencing on or about Sept 28, 2020, and continuing over approximately ten (10) weeks thereafter.
3. Two Hundred (200) hours of Narcotics cross training, inspection and assessment of one working Police Service Dog, owned by SCSO and its handler,

commencing on or about Sept 28, 2020, and continuing over approximately five weeks (5) weeks thereafter for a total of fifteen weeks (15) weeks.

4. Identifying appropriate training location(s).
5. As appropriate, certification of the Police/Narcotics Detection Service Dog team, belonging to SCSO at the conclusion of said training.
6. VPD, through Police Corporal Ryan Starbuck, shall perform and complete all work and services required under Section V.A. (1)-(5) above. SCSO through its representative shall have the right to review and inspect the work during the course of its performance at such times, as may be specified by the representative.

B. SCSO is responsible for the following:

1. SCSO will purchase and maintain ownership of one Police Service Dog, which will be selected with assistance from VPD.
2. SCSO will provide necessary logistical and personnel to support selection, training, inspection and assessment, described above. Upon request by VPD, SCSO will provide K-9 handler, Deputy William Helton, to assist with training.
3. SCSO's handler will participate fully in all training provided by VPD under this agreement at the training location(s) chosen by VPD.

C. Mutual Cooperation:

1. VPD and SCSO agree to comply with each other's reasonable requests and to provide access to facilities, assets and personnel necessary for the VPD to provide services under this agreement.
2. Necessary facilities, assets and personnel include, but are not limited to, K-9 unit, including dog, handler, and patrol vehicle.

VI. COST.

Each Party shall be responsible for its own costs and expenses associated with its respective responsibilities under this Agreement. If there are rental or other costs associated with the K-9 training locations, VPD and SCSO will share such costs equally, each paying one-half the cost. If VPD also concurrently trains a K-9 handler and Police Service Dog from the City of Battleground, VPD and SCSO each agree to pay one-third of the costs, with Battle Ground paying the remaining one-third through separate agreement with VPD.

VPD recognizes the mutual benefit associated with this Agreement as stated in the Recitals and accordingly will not charge SCSO a fee for the training provided under this Agreement.

VII. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS.

Notwithstanding any other provision to contrary, it is expressly understood and agreed that to the fullest extent permitted by law, the County of Skamania hereby agrees to indemnify, defend, save and hold harmless the City of Vancouver, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suites or judgments, including costs and expenses incurred in connection therewith, of whatsoever kind of nature, arising out of, in connection with, or incident to, the performance of this Agreement. Without limiting the generality of the foregoing, Skamania further expressly agrees to indemnify, defend, save and hold harmless the City of Vancouver, its officials, employees, and agents, from and against any and all liability, claims, demands, causes of action, suits or judgment, including costs and expenses incurred in connection therewith, for deaths or injuries to persons arising out of, in connection with, or incident to the performance of this Agreement by Skamania, its officials, employees, or agents.

This indemnity and hold harmless shall not apply in the case where liability arises from the sole negligence of the City of Vancouver.

In the event that any claim or suit is brought against Skamania based on demand, claim, or cause of action alleged to arise in connection with or incident to the performance of this Agreement by Skamania, Skamania shall promptly notify the City of Vancouver of same; and the City of Vancouver retains the right to participate in said claim and/or suit.

This indemnity agreement shall include any claim made against the City of Vancouver by an employee of Skamania or subcontractor or agent of Skamania, even if Skamania is thus or otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

SKAMANIA SPECIFICALLY ACKNOWLEDGES THAT THE PROVISIONS CONTAINED HEREIN HAVE BEEN MUTUALLY NEGOTIATED by the parties and it is the intent of the parties that the County provide the broadest scope of indemnity permitted by law.

VIII. INSURANCE

The Parties each agree to maintain liability insurance in force with coverages limits of liability typically maintained by municipalities and counties performing work of a scope and nature similar to that called for under this Agreement.

IX. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given are as follows:

A. The principal representative of the City shall be:

James P. McElvain Ph.D., Chief of Police
Vancouver Police Department
605 E. Evergreen Boulevard
Vancouver, WA 98663

B. The principal representative of Skamania shall be:

Dave Brown, Sheriff
Skamania County Sheriff's Office
200 Vancouver Ave
Stevenson, WA 98648

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or mail, registered or certified, postage prepaid.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

IX. TERMINATION OF CONTRACT.

Either Party may terminate this agreement by providing thirty (30) days written notice to the other Party. Although no transfer or acquisition of property by or between the parties or any third party is provided by this Agreement, disposition of property furnished incidental to this Agreement shall be controlled by the Master Interlocal Mutual Law Enforcement Assistance Agreement between the parties.

SIGNATURES

CITY OF VANCOUVER

James P. McElvain, Ph.D.
Title: Police Chief
Date Executed: _____

Approved as to form only:

City Attorney

SKAMANIA COUNTY



Dave Brown
Title: Sheriff
Date Executed: 8-17-20

Approved as to form only:

County Attorney



Staff Report 119-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/14/2020

SUBJECT Mutual Law Enforcement Assistance Agreement with Battle Ground Police Department for Canine Unit Training

Key Points

- The Battle Ground Police Department ("BGPD") desires to engage the Vancouver Police Department ("VPD") to complete certain services associated with the selection and training of a BGPD K-9 handler and one Police Service Dog, which will service the City of Battle Ground.
- VPD has scheduled training, to begin in September 2020, for a VPD K-9 handler and Police Service Dog.
- There is mutual benefit in training VPD's service dog and BGPD's service dogs together.

Strategic Plan Alignment

Goal 2: Provide effective, innovative and well-resourced police, fire and emergency medical services.

Present Situation

BGPD intends to add a dual-purpose K-9 to BGPD and has requested that VPD train the police service dog. VPD has a certified K-9 trainer and will be running an academy to certify a new K-9 for VPD's program in September 2020. VPD will benefit if BGPD participates in the academy because BGPD will provide additional help, and having four dogs in the program allows for better feedback and skills assessment. Also having another certified K-9 in the region assists when there are multiple high profile incidents occurring at the same time.

Advantage(s)

1. Provides a new partnership with an agency that does not currently have a K9 program.
2. Improves the number of certified K9 teams in the Southwest WA region.

3. There is no additional cost to the City or the Vancouver Police Department.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to execute the Mutual Law Enforcement Assistance Agreement for Canine Unit Training and take any and all action necessary to enforce the terms thereof.

Kathy McNicholas, Vancouver Police Lieutenant, 360-487-7442

ATTACHMENTS:

- ▢ Mutual Law Enforcement Assistance Agreement for Canine Unit Training

MUTUAL LAW ENFORCEMENT ASSISTANCE INTERLOCAL AGREEMENT

CANINE UNIT TRAINING

Vancouver Police Department & Battle Ground Police Department

THIS MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT ("Agreement" herein), is made and entered into by and between the City of Vancouver, by and through the Vancouver Police Department ("VPD") and the City of Battle Ground, by and through the Battle Ground Police Department ("BGPD") to provide selection, training, inspection, and assessment of one K-9 BGPD (canine) team consisting of one police service dog and the handler.

RECITALS

WHEREAS, BGPD desires to engage VPD to perform, and VPD agrees to undertake, carry out and complete certain services associated with the selection and training of a BGPD K-9 handler and one Police Service Dog, which will service the City of Battle Ground; and

WHEREAS, VPD has a certified Police Dog Trainer; and

WHEREAS, VPD has scheduled training, to begin in September 2020, for one VPD K-9 handler and Police Service Dog, which will service the City of Vancouver; and

WHEREAS, VPD desires to concurrently train BGPD's Police Service Dog; and

WHEREAS, VPD may also concurrently train a K-9 handler and Police Service Dog from Skamania County; and

WHEREAS, there is mutual benefit to training the VPD Police Service Dog and other agencies' Police Service Dogs together, as each dog's progress and responsiveness to training may be measured against the other; and

WHEREAS, there is mutual benefit to Vancouver and Battle Ground in having additional Police Service Dogs trained and available to respond to incidents in the region; and

WHEREAS, VPD and BGPD enter into this Agreement pursuant to and in accordance with the Interlocal Cooperation Act, Chapter 39.34 RCW and as permitted by the Master Interlocal Mutual Law Enforcement Assistance Agreement entered into between the parties on March 5, 2002.

NOW, THEREFORE, the parties agree as follows:

I. PARTIES TO THE AGREEMENT.

The parties to the Agreement are:

- A. VPD City of Vancouver
 P.O. Box 1995
 Vancouver, WA 98668-1995
- B. BGPD City of Battle Ground
 507 SW 1st Street
 Battle Ground, WA 98604

II. EFFECTIVE DATE, DURATION AND RATIFICATION.

This Agreement shall become effective as of the date set forth on which the last of the parties, whether VPD or BGPD, executes said Agreement, and shall be operative until completion of the Work set forth in Article V, below, or termination as set forth in Article IX, below. Any acts made consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

III. PURPOSE AND FUNCTION.

The purpose of this Agreement is to provide selection, training, inspection, assessment, and as appropriate, certification of one (1) BGPD K-9 team consisting of one police service dog and the handler by BGPD.

IV. ORGANIZATION.

No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization or functions of the parties, except as specifically provided for herein.

V. DESCRIPTION OF WORK.

A. VPD is responsible for the following:

1. Assistance with the selection of one (1) Police Service Dog, which will be purchased and owned by BGPD.
2. Four hundred (400) hours of patrol training, inspection and assessment of one (1) Police Service Dog (owned by BGPD) and its handler, commencing on or about Sept 28, 2020, and continuing over approximately ten (10) weeks thereafter.
3. Two Hundred (200) hours of Narcotics cross training, inspection and assessment of one (1) working Police Service Dog, (owned by BGPD) and its handler, commencing on or about Sept 28, 2020, and continuing over approximately five weeks (5) weeks thereafter for a total of fifteen weeks (15) weeks.

4. Identifying appropriate training location(s).
5. As appropriate, certification of the Police/Narcotics Detection Service Dog team, belonging to BGPD at the conclusion of said training.
6. VPD, through Police Corporal Ryan Starbuck, shall perform and complete all work and services required under Section V.A. (1)-(5) above. BGPD through its representative shall have the right to review and inspect the work during the course of its performance at such times, as may be specified by the representative.

B. BGPD is responsible for the following:

1. BGPD will purchase and maintain ownership of one Police Service Dog, which will be selected with assistance from VPD.
2. BGPD will provide necessary logistical and personnel to support selection, training, inspection and assessment, described above. Upon request by VPD, BGPD will provide K-9 handler, (TBD) to assist with training.
3. BGPD's handler will participate fully in all training provided by VPD under this agreement at the training location(s) chosen by VPD.

C. Mutual Cooperation:

1. VPD and BGPD agree to comply with each other's reasonable requests and to provide access to facilities, assets and personnel necessary for the VPD to provide services under this agreement.
2. Necessary facilities, assets and personnel include, but are not limited to, K-9 unit, including dog, handler, and patrol vehicle.

VI. COST.

Each Party shall be responsible for its own costs and expenses associated with its respective responsibilities under this Agreement. If there are rental or other costs associated with the K-9 training locations, VPD and BGPD will share such costs equally, each paying one-half the cost. If VPD also concurrently trains a K-9 handler and Police Service Dog from Skamania County, VPD and BGPD each agree to pay one-third of the costs, with Skamania paying the remaining one-third through separate agreement with VPD.

VPD recognizes the mutual benefit associated with this Agreement as stated in the Recitals and accordingly will not charge BGPD a fee for the training provided under this Agreement.

VII. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS.

Notwithstanding any other provision to contrary, it is expressly understood and agreed that to the fullest extent permitted by law, the City of Battle Ground hereby agrees to indemnify, defend, save and hold harmless the City of Vancouver, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suites or judgments, including costs and expenses incurred in connection therewith, of whatsoever kind of nature, arising out of, in connection with, or incident to, the performance of this Agreement. Without limiting the generality of the foregoing, the City of Battle Ground further expressly agrees to indemnify, defend, save and hold harmless the City of Vancouver, its officials, employees, and agents, from and against any and all liability, claims, demands, causes of action, suits or judgment, including costs and expenses incurred in connection therewith, for deaths or injuries to persons arising out of, in connection with, or incident to the performance of this Agreement by the City of Battle Ground, its officials, employees, or agents.

This indemnity and hold harmless shall not apply in the case where liability arises from the sole negligence of the City of Vancouver.

In the event that any claim or suit is brought against the City of Battle Ground based on demand, claim, or cause of action alleged to arise in connection with or incident to the performance of this Agreement by the City of Battle Ground, the City of Battle Ground shall promptly notify the City of Vancouver of same; and the City of Vancouver retains the right to participate in said claim and/or suit.

This indemnity agreement shall include any claim made against the City of Vancouver by an employee of the City of Battle Ground or subcontractor or agent of the City of Battle Ground, even if the City of Battle Ground is thus or otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

CITY OF BATTLE GROUND SPECIFICALLY ACKNOWLEDGES THAT THE PROVISIONS CONTAINED HEREIN HAVE BEEN MUTUALLY NEGOTIATED by the parties and it is the intent of the parties that the City provide the broadest scope of indemnity permitted by law.

VIII. INSURANCE

The Parties each agree to maintain liability insurance in force with coverages limits of liability typically maintained by municipalities and counties performing work of a scope and nature similar to that called for under this Agreement.

IX. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given are as follows:

A. The principal representative of the City shall be:

James P. McElvain Ph.D., Chief of Police
Vancouver Police Department
605 E. Evergreen Boulevard
Vancouver, WA 98663

B. The principal representative of City of Battle Ground shall be:

Mike Fort, Chief of Police
City of Battle Ground
507 SW 1st Street
Battle Ground WA, 98604

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or mail, registered or certified, postage prepaid.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

IX. TERMINATION OF CONTRACT.

Either Party may terminate this agreement by providing thirty (30) days written notice to the other Party. The Master Agreement between the parties controls termination of this Agreement except as otherwise specifically provided herein. Although no transfer or acquisition of property by or between the parties or any third party is provided by this Agreement, disposition of property furnished incidental to this Agreement shall be controlled by the Master Interlocal Mutual Law Enforcement Assistance Agreement between the parties.

SIGNATURES

CITY OF VANCOUVER

James P. McElvain, Ph.D.
Title: Police Chief
Date Executed: _____

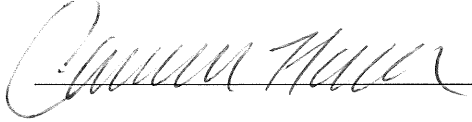
Approved as to form only:

City Attorney

CITY OF BATTLE GROUND COUNTY


Erin Erdman
Title: City Manager
Date Executed: 8/17/20

Approved as to form only:


City Attorney



Staff Report 120-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/14/2020

SUBJECT Approval of Purchase and Sale Agreement for real property located at SE 162nd Avenue and NE 65th Street

Key Points

- This 6.48-acre parcel is not large enough or in the desired geographic location to efficiently accommodate the building of the Public Works replacement Operations Center to serve the citizens of Vancouver.
- The City will be replacing its current Operations center at a recently purchased 35-acre site
- The revenue from disposition will help offset the costs of the replacement Operations Center.

Strategic Plan Alignment

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

Goal 8: Strengthen commercial, retail and community districts throughout the City

Present Situation

In 2006, the City of Vancouver purchased approximately 15 acres of property (consisting of two parcels) located at SE 162nd Avenue and approximately NE 65th Street for a future second Public Works Operations Center. As the City continued to find increased efficiencies and processes in our Central Operations Center it was determined that the service delivery would be more effective with one larger Operations Center model.

Because the subject property was originally acquired for public utility purposes and is currently an asset of the Water Fund, RCW 35.94.040 applies to the surplus and disposition of the subject property, rather than VMC Chapter 3.30. RCW 35.94.040 provides that whenever the City determines that any land "is surplus to the city's needs and is not required for providing continued

public utility service, then such legislative authority by resolution and after a public hearing may cause such lands, property, or equipment to be leased, sold, or conveyed.”. On December 16, 2019, Resolution M-4052 was approved via public hearing declaring the property as surplus to the needs of the City.

The property consists of two parcels: parcel 159147-000 is 6.48 acres in size and abuts SE 162nd Avenue; and parcel 159145-010 is 8.48 acres immediately west of the smaller parcel. The property was appraised in February 2020 for a value of \$6.50 per square foot. The City advertised the property for sale via the open market for a 45-day period and was willing to entertain offers for either parcel or the parcels together. The City received one offer on the easternmost 6.48-acre parcel (159147-000) in the amount of \$2,117,000 (\$7.50 per square foot). It is recommended to move forward with the sale of this parcel.

The recommended purchaser of the property is Kurt and Lynn Bauer of Bauer Cases. Bauer Cases (www.bauercases.com) is a locally owned company that manufactures shipping and carrying cases for a variety of products and industries. Bauer Cases has been located in Vancouver for more than 25 years and they are looking for a larger site in order to expand their operations. The company currently employs approximately 40 people with no room for expansion at its current facility. This location will allow them to proceed with plans to construct a minimum 75,000 square foot new building with future expansion capacity. It is anticipated that the new location will employ 60+ people within the first two years after construction.

Advantage(s)

1. Revenue from sale of this parcel will place approximately \$2,117,000 toward the replacement Operations Center
2. Parcel will return to the county's tax database

Disadvantage(s)

None

Budget Impact

\$2,117,000 revenue toward the cost of a Public Works replacement Operations Center

Prior Council Review

Approval of Surplus and Disposition December 16, 2019.

Action Requested

On September 14, 2020, approve Purchase and Sale Agreement between City of Vancouver and Kurt Bauer and Lynn Bauer for the real property located at SE 162nd Avenue and NE 65th Street (Assessor's parcel number 159147-000) and authorize the City Manager or his designee to execute associated real estate documents.

Linda Carlson, Property Management Specialist, 360-487-8423

ATTACHMENTS:

- ▣ Purchase and Sale Agreement
- ▣ Legal Description

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT FOR THE PURCHASE AND SALE of real property (the “**Agreement**”) is entered into by the City of Vancouver, Washington, a Washington municipal corporation, (“**Seller**”), and Kurt Bauer and Lynn Bauer, or assigns, (“**Purchaser**”), as of the ____ day of _____, 2020 (the “**Effective Date**”).

RECITALS:

A. Seller owns a fee simple interest in and to approximately 6.48 acres of certain real property located in Vancouver, Clark County, Washington and generally known as Tax Parcel 159147-000, located in Vancouver, WA, as more particularly described in **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”).

B. The parties to this Agreement have agreed to the sale and purchase of the Property (as hereinafter defined), on terms and conditions more particularly set forth in this Agreement.

1. **Sale of Property.** On the terms and conditions stated in this Agreement, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller’s right, title and interest in and to the Property:

1.1 **Land.** The Property, together with all rights and appurtenances pertaining thereto, including, without limitation, all of Seller’s right, title and interest in and to together with all easements, hereditaments, entitlements (to the extent transferable) and appurtenances thereto (collectively the “**Land**”).

2. **Purchase Price – Deposit – Final Payment.**

2.1 **Purchase Price.** The purchase price (the “**Purchase Price**”) to be paid, subject to the limitation set forth in this paragraph, to Seller by Purchaser for the Property is Two million One Hundred Seventeen Thousand and No/100 Dollars (\$2,117,000.00). The Purchase Price is payable as provided in Section 2.3 of this Agreement, subject to adjustments and prorations as hereinafter set forth.

2.2 **Deposit.** Upon execution hereof, as Earnest Money Purchaser shall deliver to the Escrow Agent Twenty-Five Thousand and No/100 Dollars (\$25,000.00) in cash, by confirmed wire transfer or by certified or cashier's check collectible in same day funds (the “**Deposit**”). Escrow Holder shall place the Deposit into an interest bearing account with the interest accruing for the benefit of Purchaser until the date of closing, thereafter, for the benefit of Seller. The Deposit shall be released to Seller at the Close of Escrow and credited against the Purchase Price.

2.3 **Balance of Purchase Price.** The balance of the Purchase Price due from Purchaser at Closing (after crediting the Deposit and after application of prorations and adjustments provided for in this Agreement) shall be paid by Purchaser to Escrow Agent by

federal funds wire transfer in immediately available funds on the Closing Date and disbursed to Seller at Closing in accordance with Section 8.

3. Title and Title Insurance.

3.1 Title. Within ten (10) days after mutual execution of this Agreement, Seller shall furnish to Purchaser a preliminary title report or title commitment (the "Title Report") from Title Company with respect to the Property, together with copies of all exceptions shown in such Title Report. Purchaser shall have five (5) business days after receipt of the Title Report and exceptions within which to notify Seller in writing of Purchaser's disapproval of any exceptions shown in the Title Report. Failure of Purchaser to disapprove any exception within the five (5) business day period shall be deemed an approval of such exception shown in the Title Report.

3.2 Right to Cure Title Defects. If Purchaser disapproves a title exception within the time period provided in Section 3.1, Seller shall have five (5) business days following receipt of Purchaser's disapproval to give Purchaser written notice specifying which disapproved title exceptions, if any, Seller shall remove from title on or before the Closing. If Seller either: (i) gives Purchaser timely notice that Seller has elected not to remove all of the disapproved title exceptions; or (ii) fails to give notice timely to Purchaser, Purchaser shall have five (5) business days after Purchaser's receipt of Seller's notice or the expiration of the 5-day time period, as applicable, to notify Seller in writing of Purchaser's election to (a) proceed with the purchase of the Property subject to such previously disapproved exceptions and otherwise pursuant to the terms and conditions of this Agreement (in which case such previously disapproved exceptions shall be deemed approved), or (b) terminate this Agreement, in which event the Earnest Money Deposit previously deposited in escrow shall be refunded to Purchaser and the parties thereafter shall be relieved of any further rights and obligations under this Agreement (except Purchaser's obligations under Section 8.2 shall survive). If Purchaser shall fail to notify Seller timely of its election to proceed under clause (a) above, Purchaser shall be deemed to have elected not to accept the title exceptions. All exceptions shown in the Title Report (excluding the standard preprinted exceptions) that are approved, or deemed approved, by Purchaser pursuant to Section 3.1 and this Section 3.2 are referred to herein as the "Permitted Exceptions."

3.3 Title Insurance. As soon as possible after the Closing Date, Seller, at its cost, shall cause Title Company to furnish a standard coverage owner's policy of title insurance to Purchaser in the amount of the total purchase price for the Property, subject only to the standard printed exceptions of the title company and the Permitted Exceptions. The cost of any extended coverage requested by Purchaser in excess of the cost of standard coverage shall be paid by Purchaser. Purchaser shall pay the cost of recording the Deed and title premium associated with any Mortgagee's Title Policy and the costs of any financing required by Purchaser to acquire the Property. Each party shall pay its own attorneys' fees. Escrow and all other closing fees of the Title Agent shall be paid 50% by Seller and 50% by Purchaser.

3.4 Survey. Purchaser shall have the right to have the Property surveyed by a surveyor licensed by the State of Washington, chosen by Purchaser, prior to the Due Diligence

Termination Date. If the report of survey (the “**Survey**”) shows any encroachment on the Property or encroachments into the adjoining lands of others or other defects and Purchaser objects to the same prior to the Due Diligence Termination Date, the same shall be treated as a title defect rendering title unmarketable to the same effect and extent as is provided in Section 3.1 above with regard to title defects generally and the obligation to cure the same.

4. **Property “As-Is”**. The Property and improvements are sold “AS IS” without the benefit of any representations or warranties regarding its condition other than those expressly made herein. The Purchaser is making the purchase based upon its own inspection and analysis as to the condition of the Property.

5. **Seller's Representations and Warranties.**

Seller represents, warrants and covenants to Purchaser that as of the Effective Date and at all times thereafter:

5.1 Seller is a duly organized and validly existing municipal corporation under the laws of the State of Washington, and has full right, power and authority to enter into and perform its obligations under this Agreement, including, without limitation, the authority to convey good and marketable title to the Property to Purchaser. Seller’s obligations under this Agreement and the closing thereof is conditioned on receiving approval of this transaction from the Vancouver City Council. Within Thirty (30) days of Execution Date, Seller shall seek approval from the Vancouver City Council and place the matter on the agenda for a Regular Meeting of the City Council agenda. In the event Seller does not receive said approval, this transaction shall be terminated and the Deposit shall be returned to Buyer and the Property shall be released to Seller.

6. **Seller’s Representations.** As a material inducement to Purchaser entering into this Agreement, Seller hereby covenants unto Purchaser the following:

6.1 Seller shall not create or agree to create any matter affecting title to the Property;

6.2 All action required pursuant to this Agreement that is necessary to effectuate the transaction contemplated herein will be taken promptly and in good faith by Seller, and Seller shall furnish Purchaser with such documents or further assurances as Purchaser may reasonably require.

7. **Covenants of Purchaser.** As a material inducement to Seller entering into this Agreement, Purchaser hereby covenants unto Seller the following:

7.1 Due Execution. The individuals executing this Agreement and the instruments referenced herein on behalf of each party and the partners, officers, members, managers or trustees of each party, if any, have the legal power, right, and actual authority to bind each party to the terms and conditions of those documents.

8. **Due Diligence.** Purchaser will have 180 days from execution of this Purchase and Sale Agreement to complete a pre-application conference and to submit a technically complete

application for site plan review. Provided that Purchaser submits a technically complete application within the initial 180-day period, Purchaser shall have an additional 180 days to complete the project permitting with the City of Vancouver. If Purchaser is not satisfied with final conditions of approval for the project permitting in its sole discretion, Purchaser may terminate this Agreement and receive a full refund of its Earnest Money Deposit.

9. **Closing.** The sale shall be closed in the office of Escrow Agent, Clark County Title within thirty (30) days after Purchaser's satisfaction of due diligence as set forth in Section 8 above (the "**Closing Date**"). At Closing, the Purchaser shall pay the Balance of Purchase Price to Close as provided in Section 2.3 above, and, as an additional Condition Precedent to Purchaser's obligation to close, Purchaser shall receive the marked up Title Commitment dated down to the date of the Closing with the standard exceptions (other than taxes for the year of closing) and all items other than the Permitted Exceptions deleted.

9.1 At Closing, Seller shall execute and/or deliver (as applicable) to Purchaser:

- (a) A Statutory Warranty Deed, subject only to the Permitted Exceptions;
- (b) An Affidavit sufficient to exempt the transaction from the withholding provisions of the Foreign Investment In Real Property Tax Act, establishing that Seller is not a "foreign person";
- (c) Settlement statement prepared by the Escrow Agent showing all of the payments, adjustments and prorations provided for in this Agreement or as otherwise agreed in writing between the Seller and the Purchaser ("**Settlement Statement**");
- (d) Possession of the Property;
- (e) Any transfer tax forms or affidavits required by law;

9.2 At Closing, Purchaser shall execute and /or deliver (as applicable), to Seller or Title Agent:

- (a) The Balance of Purchase Price by federal funds wire transfer;
- (b) Settlement Statement;
- (c) Such transfer tax forms as may be required as a condition to the recordation of the Deed or as may be required in connection with the transfer of the Property (including the Washington State Real Excise Tax Affidavit and any Sales/Use Tax Return); and
- (d) Such other documents as may be reasonably required for the transaction or as requested by the Title Company.

Purchaser and Seller shall execute and deliver at Closing counterpart closing statements and such other documents as are reasonably necessary to consummate the transaction. All documents to be executed and/or delivered at Closing shall be prepared by Seller and shall be in form and content reasonably acceptable to Seller, Purchaser and Title Agent.

10. Prorations/Credits. All prorations, including real estate taxes, without any allowable discount if not yet paid, shall be made as of midnight of the day preceding Closing.

11. Expenses. Any applicable excise tax, transfer tax, or other tax on the deed, Title Charges (other than those specified elsewhere herein to be paid by Purchaser), the cost of securing title curative instruments, and the cost of recording any corrective instrument shall be paid by Seller. Purchaser shall pay the cost of recording the Deed and title premium associated with any Mortgagee's Title Policy and the costs of any financing required by Purchaser to acquire the Property. Each party shall pay its own attorneys' fees. Escrow and all other closing fees of the Title Agent shall be paid 50% by Seller and 50% by Purchaser.

12. Default.

12.1 If Purchaser should default in any of the terms, covenants or provisions of this Agreement on the part of Purchaser to be performed, and such default is not cured within thirty (30) days or if such cure cannot be completed within thirty (30) days and Purchaser has not commenced and is not diligently pursuing such cure after written notice thereof from Seller to Purchaser, and provided Seller is not in default hereunder, then Seller shall have the right to terminate this Agreement by written notice to Purchaser and Escrow Agent. Upon receipt of such notice, Escrow Agent shall immediately deliver a copy thereof to Purchaser. If Purchaser does not give Escrow Agent any notice objecting to delivery of the Deposit to Seller within seven (7) days of Purchaser's receipt of a copy from Escrow Agent of Seller's notice, then in that event Escrow Agent shall deliver the Deposit to Seller as Seller's sole and exclusive remedy and as agreed and liquidated damages, and the parties shall be relieved of all further obligations hereunder, except for such as are expressly stated to survive termination. If Purchaser timely objects to delivery of the Deposit to Seller, then in that event Escrow Agent shall follow the provisions of Section 16.3 below. Purchaser and Seller acknowledge and agree that actual damages are difficult and uncertain of ascertainment and the Deposit is a fair and reasonable estimation of the damages of Seller.

12.2 If (i) Seller shall default in any of the terms, covenants or provisions of this Agreement on the part of Seller to be performed and such default is not cured within thirty (30) days after written notice thereof from Purchaser to both Seller and Escrow Agent or (ii) if such cure cannot be completed within thirty (30) days and Seller has not commenced and is not diligently pursuing such cure within thirty (30) days after written notice thereof from Purchaser to both Seller and Escrow Agent, and provided the Purchaser is not in default hereunder, Purchaser at its option, shall have the right as its sole and exclusive remedy, to either: (i) receive a return of the Deposit and the parties shall thereupon be released from all further obligations hereunder, except those which are expressly stated to survive termination; and provided further, Purchaser shall be entitled to file an action for damages actually suffered by Purchaser by reason of Seller's default hereunder (including, but not limited to, attorneys' fees, engineering fees, fees of environmental consultants, appraisers' fees, and accountants' fees incurred by Purchaser in connection with this Agreement and any action hereunder), or in the alternative, (ii) seek specific performance of the Seller's obligations hereunder. In the event Purchaser gives notice to Seller and Escrow Agent that it has elected alternative (i) herein, Escrow Agent shall, upon receipt of such notice, immediately deliver a copy thereof to Seller. If Seller does not give Escrow Agent

any notice objecting to delivery of the Deposit to Purchaser within seven (7) days of Sellers' receipt from Escrow Agent of a copy of Purchaser's notice, then in that event Escrow Agent shall deliver the Deposit to Purchaser. If Seller timely objects to delivery of the Deposit to Purchaser, then in that event Escrow Agent shall follow the provisions of Section 16.3 below.

Seller Initials: _____

Purchaser Initials: JB lb

13. Successors and Assigns – Separate Deeds at Closing. The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective nominees, successors, beneficiaries and assigns; provided, however, no conveyance, assignment or transfer of any interest whatsoever of, in or to the Property or of this Agreement shall be made by Seller during the term of this Agreement.

Purchaser may assign all or any of its right, title and interest under this Agreement to one or more separate entities in which the original Purchaser (or its principal) will remain a member; provided that Purchaser shall give Seller prior notice of the assignment and shall not transfer its interest without Seller's consent which shall not be unreasonably withheld or delayed. In the event of such assignment(s) of this Agreement by Purchaser, its assignee(s) shall be deemed to be the Purchaser(s) hereunder for all purposes hereof, and shall have all rights of Purchaser hereunder (including, but not limited to, the right of further assignment, subject to the terms hereof), and the assignor shall be released from all liability hereunder. Furthermore, such assignee shall have the benefit of all of the representations and rights which, by the terms of this Agreement, are incorporated in or relate to the conveyance in question.

14. Brokers. Seller and Purchaser, each warrants to the other that it has had dealings with only the following real estate broker(s) or agent(s) in connection with the negotiation of this Purchase and Sale Agreement and that it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease except: Fuller Group Commercial Real Estate Services, Garret Harper, Vice President/Managing Broker ("**Purchaser's Broker**"). Seller agrees to pay Purchaser's Broker a commission equal to 2.5% of the Purchase Price at Closing. Each Party shall indemnify, defend, protect and hold harmless the other Party and its agents, employees and independent contractors from and against any and all liabilities, losses, costs, expenses and damages (including reasonable attorneys' fees and costs) arising out of any allegations or claim by any third party, except with respect to payment of the commission described above which shall be the sole responsibility of Seller. The provisions of this Section 13 will survive Closing and delivery of the Deed.

15. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed to have been given only if hand delivered or sent by nationally recognized overnight courier service (e.g., Federal Express) or certified or registered mail, return receipt requested, through the United States Postal Service with sufficient postage prepaid, or by to the parties as follows:

To Seller: City of Vancouver
Attn: Property Services
415 W 6th Street
Vancouver, WA 98660

With a copy to: City of Vancouver
Attn: Jonathan Young, City Attorney
PO Box 1995
Vancouver, WA 98668

To Purchaser: Kurt and Lynn Bauer
516 SE 201st Avenue
Camas, WA 98607

With a copy to: Mark F. Stoker
Heurlin Potter
PO Box 611
Vancouver, WA 98666

or such other address as either party shall designate by notice pursuant to this paragraph. Notices given by hand delivery shall be effective when so delivered, notices given by overnight courier service shall be effective upon the date of delivery other than a Saturday, Sunday or legal holiday, notices given by certified or registered mail shall be effective on the third day not a Saturday, Sunday or legal holiday next following the date of mailing, and notices given by e-mail shall be deemed given upon receipt, except when received on a Saturday, Sunday or legal holiday, in which case same shall be effective on the next business day. Legal counsel for a party may provide notice on behalf of such party.

16. Escrow Agent. The Deposit shall be delivered deposited as above provided and held in escrow by the Escrow Agent, upon the following terms:

16.1 Upon the Closing of this transaction, or the termination of this Agreement, the Escrow Agent shall pay the Deposit to, or as instructed by, the party entitled to the Deposit under the terms of this Agreement.

16.2 It is understood that the duties of the Escrow Agent are only as specifically stated in this Agreement, and are purely ministerial in nature. The Escrow Agent shall incur no liability whatsoever except for willful misconduct, as long as the Escrow Agent acts in good faith. Seller and Purchaser hereby release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith performance of its duties under this Agreement.

16.3 In the event of any dispute with regard to disposition of the deposit, the Escrow Agent shall not be required to make any delivery, but may hold same until given direction in writing for the disposition of the deposit signed by both Purchaser and Seller, or in the absence of such direction, Escrow Agent may: (i) hold the deposit until final determination of the rights of the parties in an appropriate proceeding, or (ii) bring an interpleader action in a court having jurisdiction and place the deposit in the registry of such court, as may be ordered by

the court. In any action regarding the Deposit, Escrow Agent shall be reimbursed for all costs and expenses incurred by Escrow Agent, including, but not limited to, reasonable attorney's fees and costs, by the party who shall be determined not to be entitled to receive the deposit. Upon Escrow Agent making delivery of the Deposit as provided in this Agreement, the Escrow Agent shall have no further liability to the parties to this Agreement.

17. Entire Agreement. This Agreement constitutes the entire Agreement and understanding of Purchaser and Seller with respect to the Property and the transaction contemplated by this Agreement, and there are no other agreements, representations or warranties other than as stated in this Agreement. This Agreement may not be modified or amended other than by written instrument executed by Purchaser and Seller.

18. Miscellaneous.

18.1 Time shall be of the essence of this Agreement. Provided, that performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to epidemics; quarantine restrictions; war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; or acts of god without the fault of the party claiming an extension of time to perform.

18.2 A memorandum of this Agreement may be recorded in the Public Records by or on behalf of Purchaser and Purchaser shall record a termination of the same upon termination of this Agreement by Purchaser and an election, if applicable, not to seek specific performance hereunder.

18.3 To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

18.4 This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

18.5 This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located without regard to its conflict of laws principles.

18.6 The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity of enforceability of any other provision hereof.

18.7 Any date in this Agreement (other than the Effective Date) which falls upon a Saturday, Sunday or legal holiday (defined as any weekday upon which banks in the state where the Property is located are not open for business) shall be deemed to be extended to the next business day. Notwithstanding the foregoing, such original dates shall not be deemed extended for purposes of calculating any subsequent dates under this Agreement.

18.8 In this Agreement, unless a clear contrary intention appears:

(a) the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement;

(b) references in this Agreement to Sections, Articles, Exhibits or Schedules refer to the sections, articles, exhibits or schedules, respectively, of this Agreement;

(c) the words "include," "includes" and "including" when used herein shall be deemed in each case (unless already stated) to be followed by the words "without limitation";

(d) when a reference is made in this Agreement to a certain number of days, such reference shall be deemed to refer to "calendar" days unless the reference expressly indicates that the reference is being made with respect to business days;

(e) the phrases "the date of this Agreement," "the date hereof," and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the Effective Date;

(f) the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so requires;

(g) words such as "herein," "hereinafter," "hereof," "hereby" and "hereunder" and the words of like import refer to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

(h) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto;

(i) reference to any law means such law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time up to the Closing Date, including rules and regulations promulgated thereunder, and reference to any section or other provision of any law means that provision of such law in effect from time to time up to the Closing Date and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(j) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and

(k) reference to any person includes such person's permitted successors and assigns, and reference to a person in a particular capacity excludes such person in any other capacity or individually.

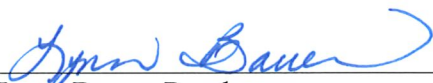
IN WITNESS WHEREOF the Seller and Purchaser have executed this Agreement, each on the date indicated below as the date of its execution.

CITY OF VANCOUVER, Seller

Eric Holmes, City Manager



Kurt Bauer, Purchaser



Lynn Bauer, Purchaser

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

JOINDER OF ESCROW AGENT

The undersigned acknowledges receipt of an original Agreement executed by each of the Seller and Purchaser and agrees to act as the Escrow Agent hereunder in accordance with the terms applicable to it contained herein.

ESCROW AGENT:

Fidelity Title Insurance Company

By: _____

Name: _____

Title: _____

Date of receipt of signed copy executed by Seller and Purchaser: _____

EXHIBIT “_____”

Parcel Legal Description

Tax Lot 159147-000

The Southeast quarter of the Northeast quarter of the Southwest quarter of Section 12, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington,

EXCEPT the following described property:

Beginning at the Northwest corner of said Southeast quarter of the Northeast quarter of the Southwest quarter of said Section 12;

Thence South 01°33'03" West along the West line of said Southeast quarter of the Northeast quarter of the Southwest quarter of said Section 12, a distance of 164.60 feet;

Thence South 88°12'57" East 631.58 feet to a point that is 30.00 feet West of, when measured at right angles to, the East line of said Southeast quarter of the Northeast quarter of the Southwest quarter of said Section 12;

Thence North 01°33'55" East parallel with said East line 164.55 feet to a point on the North line of the Southeast quarter of the Northeast quarter of the Southwest quarter of said Section 12;

Thence North 88°12'44" West 631.50 feet to the Point of Beginning.

ALSO EXCEPT that tract conveyed to Clark County, a political subdivision of the State of Washington, by deed recorded September 27, 2001, under Auditor's file No. 3373032 and all that portion of the Southeast quarter of the Northeast quarter of the Southwest quarter of said Section 12, lying Easterly of a line drawn 50.00 feet Westerly of, when measured at right angles or radial to, the centerline of NE 162nd Avenue, as described in Exhibit B of that deed recorded under Auditor's File No. 3604724, all in Clark County, Washington.

ALSO EXCEPT any portion of Lot 3 of the Short Plat recorded in Book 3, Page 661, December 22, 2005, records of Clark County, Washington.

The described parcel contains approximately 6.48 acres.

This parcel was previously described as PARCEL II of the Exhibit A land description in Statutory Warranty Deed AFN4107384.



Staff Report 121-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/14/2020

SUBJECT Fourth Amendment to Office Lease between the City of Vancouver and Apple, Inc.

Key Points

- Apple will continue to lease 15,168 square feet on the 5th floor of City Hall for a period of 3 years.
- The lease rate will be \$25.46 per square foot plus Leasehold Excise Tax with annual 3% escalations.
- Lease revenue over term - \$1,041,890

Strategic Plan Alignment

Goal 8, Objective 8.1: Make downtown Vancouver a vibrant destination for the community and the region.

Present Situation

Upon purchasing City Hall from Bank of America, the City of Vancouver assumed the existing Office Lease with Apple, Inc. As Apple has continued to grow, it now occupies 90% of the 5th floor of City Hall.

Apple, Inc. has been in this location since 2008 and has expressed interest in utilizing its first of two 3-year extension options available in the current lease.

It is proposed to enter into a Fourth Amendment to Office Lease with Apple, Inc. for approximately 15,168 square feet for a three-year (3-yr) term. In order to update the leased premises, the parties have negotiated a tenant improvement allowance valued at \$10.00 per square foot. Apple, Inc. will manage their improvements.

The lease rate will be \$25.46 per square foot plus Leasehold Excise Tax with annual 3% escalations. Current market rate for similar office space is \$24-\$28 per square foot.

Advantage(s)

Provides a predictable rental revenue stream for the next 3 years and a positive cash flow to the City.

Disadvantage(s)

None

Budget Impact

The City will realize a positive cash flow in the amount of \$1,041,890 over the three year term.

Prior Council Review

None

Action Requested

Ratify the Fourth Amendment to Office Lease between City of Vancouver and Apple, Inc. and authorize the City Manager or his designee to execute the document.

Linda Carlson, Property Management Specialist, 360-487-8423

ATTACHMENTS:

- ▢ Fourth Amendment to Office Lease

FOURTH AMENDMENT TO OFFICE LEASE

THIS FOURTH AMENDMENT TO OFFICE LEASE (this "**Fourth Amendment**") is made and entered into as _____, 2020 (the "**Effective Date**"), by and between **The City of Vancouver**, a Washington municipal corporation ("**Landlord**"), and **APPLE INC.**, a California corporation ("**Tenant**"). Landlord and Tenant are sometimes collectively referred to herein as the "**Parties**," or each individually as a "**Party**."

RECITALS

- A. Landlord and Tenant are parties to that certain Office Lease dated July 31, 2008 (the "**Original Lease**"), as amended by that certain First Amendment to Office Lease dated August 29, 2008 (the "**First Amendment**"), that certain Second Amendment to Office Lease dated June 18, 2012 (the "**Second Amendment**"), and that certain Third Amendment to Office Lease dated July 3, 2017 (the "**Third Amendment**" and together with the Original Lease, the First Amendment, and the Second Amendment, the "**Lease**"). Pursuant to the Lease, Landlord has leased to Tenant that space commonly known as Suite 505 in the Building (as defined in the Lease) at 415 West 6th Street in Vancouver, Washington, containing approximately 15,168 rentable square feet (the "**Premises**"). Capitalized terms that are used but not defined in this Fourth Amendment shall have the meaning provided for in the Lease.
- B. The term of the Lease is currently scheduled to expire on November 30, 2020.
- C. The Parties desire to extend the term of the Lease and to make certain other amendments to the Lease, on the terms and conditions set forth in this Fourth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. **Lease Term.** The term of the Lease, currently scheduled to expire on November 30, 2020, is hereby extended to November 30, 2023, subject to earlier termination or extension in accordance with the terms and conditions of the Lease as amended by this Fourth Amendment.
- 2. **Base Monthly Rent.** Monthly installments of Base Rent due for the Premises up to and including November 30, 2020 shall continue to be paid in accordance with the rent schedule set forth in the Third Amendment. Monthly installments of Base Rent due for the Premises for the period commencing on December 1, 2020 and ending on November 30, 2023 shall be as follows:

Period of Lease Term	Base Rent Annual RSF	Base Rent -Monthly (Gross Amount)	Monthly Rent Credit	Base Rent Monthly (Net Amount)	Base Rent-Monthly (Net Amount) plus Excise Tax
December 1, 2020- November 30, 2021	\$25.46	\$32,181.44	(\$4,213.33)	\$27,968.11	\$32,100.21
December 1, 2021- November 30, 2022	\$26.22	\$33,142.08	(\$4,213.33)	\$28,928.75	\$33,184.19
December 1, 2022- November 30, 2023	\$27.01	\$34,140.64	(\$4,213.33)	\$29,927.31	\$34,310.97

In addition to Base Rent, Tenant shall pay the applicable Washington State leasehold excise tax in the amount of 12.84% of the gross amount of Base Rent (the "**Excise Tax**"). Tenant shall pay the Excise Tax to Landlord on a monthly basis during the term of the Lease, as shown above.

3. **Tenant Improvement Allowance:** Notwithstanding anything to the contrary set forth in the Lease, the Parties hereby acknowledge that Landlord will provide Tenant with a tenant improvement allowance in the amount of One Hundred Fifty-One Thousand Six Hundred Eighty Dollars (\$151,680.00) (the "**Allowance**"), which Allowance shall be provided to Tenant in the form of a monthly rent credit against the gross amount of Base Rent, as shown in Section 2 above. The Parties further acknowledge and agree that in the event the Lease is terminated prior to November 30, 2023, Landlord shall promptly reimburse Tenant with a one-time payment for the entire amount of the then remaining balance of the Allowance not previously credited against Tenant's Base Rent.
4. **Retention of Options.** Notwithstanding anything to the contrary set forth in the Lease, as amended by this Fourth Amendment, the Parties hereby acknowledge and agree that Tenant shall retain its two (2) options to extend the term of the Lease for a period of three (3) years each beyond November 30, 2023, in accordance with the terms set forth in Section 4 of the Third Amendment.
5. **Hazardous Materials.** Notwithstanding anything to the contrary set forth in the Lease, Landlord hereby represents and warrants, to the best of its knowledge, that there are no Hazardous Materials in or about the Premises. Landlord shall be responsible for remediating any pre-existing Hazardous Materials and all other Hazardous Materials not brought onto the Premises by Tenant. Landlord shall indemnify Tenant for any breach of the foregoing representations, warranties and covenants. Tenant shall only be responsible for remediating Hazardous Materials brought onto the Premises by Tenant. Landlord shall provide to Tenant copies of any environmental reports or other information in its possession regarding the status of Hazardous Materials within the Premises or in the ground below the Building. Tenant shall have the right, at Tenant's expense, to obtain its own advisors and make any inspections of the Premises that Tenant may deem necessary.

6. **Notice Address.** Tenant's notice address in Section 1.1B of the Original Lease and Paragraph 15 of the Second Amendment shall be deleted in their entirety and replaced with the following:

"Apple Inc.
One Apple Park Way, MS 119-RE
Cupertino, CA 95014
Attn: Real Estate Department

With a copy of notices for monetary amounts due also sent to the following e-mail address (in addition to the hard copy sent to the address above):

CorpRENotices@apple.com

With a copy of notices pertaining to invoices also sent to the following e-mail address (in addition to the hard copy sent to the address above):

CorpREInvoices@apple.com

With a copy of default notices only also sent to:

Apple Inc.
One Apple Park Way, MS 4-DLAW
Cupertino, CAL 95014
Attn: Real Estate Counsel"

7. **Miscellaneous.**

- (a) **Entire Agreement.** This Fourth Amendment sets forth the entire agreement between the Parties with respect to the matters set forth herein.
- (b) **Brokers.** Landlord and Tenant, each warrants to the other that it has had dealings with only the following real estate broker(s) or agent(s) in connection with the negotiation of this Fourth Amendment and that it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease except: Jones Lang LaSalle Brokerage, Inc. ("**Tenant's Broker**"). Tenant shall pay a commission to Tenant's Broker pursuant to a separate agreement. Each Party shall indemnify, defend, protect and hold harmless the other Party and its agents, employees and independent contractors from and against any and all liabilities, losses, costs, expenses and damages (including reasonable attorneys' fees and costs) arising out of any allegations or claim by any third party for any undisclosed broker services involved in this transaction, except with respect to payment of the commission described above which shall be the sole responsibility of Tenant.
- (c) **Ratification.** Except as amended by the provisions of this Fourth Amendment, the terms and provisions of the Lease are unchanged and shall remain in full force and effect. Landlord and Tenant hereby ratify and affirm the Lease as amended by this Fourth Amendment.
- (d) **Governing Law.** This Fourth Amendment shall be governed by the laws of the State of Washington without regard to any conflict of laws provisions.

- (e) **No Drafting Presumption.** The Parties acknowledge that the Parties have agreed to this Fourth Amendment and that the Parties have consulted with their respective attorneys with respect to the provisions of this Fourth Amendment. The Parties agree that no presumption shall be created against Tenant because Tenant caused this Fourth Amendment to be prepared.
- (f) **Successors and Assigns.** All the terms and conditions of this Fourth Amendment shall be binding upon any successors or assigns of the parties hereto.
- (g) **Partial Invalidity.** If any term, covenant or condition in this Fourth Amendment is, to any extent, finally held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Fourth Amendment, or the application of that term, covenant or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected by that invalidity or unenforceability, and all other terms, covenants and conditions of this Fourth Amendment will be valid and enforceable to the fullest extent of the law.
- (h) **Captions.** The captions to the Sections of this Fourth Amendment are included for convenience of reference only and do not modify or define any of the terms of this Fourth Amendment.
- (i) **Counterparts.** This Fourth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Fourth Amendment to physically form one document. Any facsimile or other electronic signature shall constitute a valid and binding method for executing this Fourth Amendment. Executed counterparts of this Fourth Amendment exchanged by facsimile transmission or other electronic means shall be fully enforceable.
- (j) **Confidentiality.** Neither Party will disclose the existence or the terms of this Fourth Amendment or the Lease to any third party except their representatives or agents who have a need to know and who commit to maintain the confidentiality hereby required. No press or public announcements may be made regarding this Fourth Amendment or the Lease without prior written consent of the Tenant, which may be given or withheld in Tenant's sole discretion.

[Remainder of Page Left Intentionally Blank. Signature Pages to Follow]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Fourth Amendment as of the day and year written below.

LANDLORD:

**THE CITY OF VANCOUVER, a
Washington municipal corporation**

By: _____

Name: _____

Title: _____

Dated: _____

TENANT:

**APPLE INC.,
a California corporation**

By: _____

Name: _____

Title: _____

Dated: _____

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 122-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/14/2020
10/5/2020

SUBJECT Minnehaha West Planned Development

Key Points

- The applicant, Ginn Development, requests approval of a 33-lot planned development and subdivision in the Minnehaha Neighborhood, between .
- Per VMC 20.210-1 Planned developments require a Type IV process and recommendation by the hearing examiner to the City Council for final approval.
Planned developments provide flexibility for innovative planning practices that result in well-designed, efficient and functional urban environments.
- The applicant requests an adjustment to maximum lot coverage under the planned development provisions from a maximum of 50 percent to 60 percent. In addition, the applicant requests an adjustment to the minimum lot size in the base zone of 5,000 square feet to a minimum of 3,742 square feet in order to provide a more affordable, owner-occupied housing product..
- The proposed development includes a nearly half-acre of central open space to be available to the residents, 14 alley-loaded parcels to reduce the number of driveways from the proposed street, and front porches on all homes as a design amenity.
- The City Hearing Examiner, following a duly-noticed public hearing, has determined that the proposed development will meet all applicable approval criteria and is recommending that the
- City Council approve the planned development and subdivision.
- City Council may approve the application, add conditions of approval or deny the application as the final decision maker. The decision by City Council is appealable to Superior Court.

Strategic Plan Alignment

N/A

Present Situation

The applicant requests approval a proposed planned development for a 33-lot single family subdivision totaling 4.6 acres in R-9 Lower Density Residential zoning. The proposed planned

development includes a central open space, alley-loaded parcels and front porches with the stated goal of providing entry-level homes to the area.

Planned developments allow for flexibility in certain development standards in order to promote creativity in design and efficient use of the land; increase economic feasibility; and preserve existing landscape features and amenities.

In order to provide smaller, more affordable homes, the applicant seeks flexibility to the following minimum standards: 1) minimum lot size (3,742 versus 5,000 square feet); 2) maximum lot coverage (60% versus 50% building to lot ratio); and 3) placement of a 5-foot public sidewalk and planter strip in a public easement instead of the public right-of-way through a road modification. Additionally, while no minimum lot width or depth standard applies in a planned development, the proposed lots would be narrower than lots in a standard subdivision in the R-9 District (40 feet proposed, versus 50 feet). All proposed modifications are allowed subject to applicable approval criteria, which the Hearing Examiner found would be met (see Hearing Examiner staff report).

Planned developments also allow for an automatic increase in density of up to 15% more lots than the maximum density of the R-9 District, which would result in up to 37 potential lots. The proposed development is proposing 33 lots, only one more than is allowed under the standard R-9 requirements.

One public comment letter was received (attached as Exhibit to Staff Report), which noted concerns regarding an increase in traffic from the development to 49th Street, and questioned whether 49th Street would be widened to improve safety. The development will include construction of frontage improvements to 49th Street along the property's frontage, but the developer is legally not responsible for improving existing deficiencies to 49th Street elsewhere.

The proposed 20,962 square foot open space, which will be available to and maintained by the residents of the development, meets the minimum requirement of a 10% set-aside for open space in planned developments.

A public park exists immediately to the east of the project site. While a direct pedestrian connection from the development to the park would be more convenient, such connections are only required by the municipal code when proposed blocks are longer than 800 feet. The proposed block does not exceed 800 feet and therefore a mid-block connection to the park was found to not be required.

On July 21, 2020, a duly-noticed public hearing was conducted before the Hearings Examiner. On August 10, 2020, the Hearings Examiner issued findings, conclusions and recommendations. The Hearings Examiner recommends that both the planned development and subdivision ordinance, subject to recommended conditions, be approved by City Council.

Advantage(s)

1. Approval will allow for additional house units to be constructed.
2. Approval will allow for flexible design.
3. Approval will allow for the development in an area currently served by public utilities.

Disadvantage(s)

There will be additional traffic. However, the City has reviewed and determined there is adequate capacity on city streets to accommodate the anticipated increase in traffic.

Budget Impact

None

Prior Council Review

Council has not previously reviewed this development.

Action Requested

On Monday, September 14, 2020, approve ordinance on the first reading, setting the date of second reading and public hearing for Monday, October 5, 2020.

Mark Person, Senior Planner, 360-487-7885

ATTACHMENTS:

- ▢ Planned Development Ordinance
- ▢ Hearings Examiner Final Report
- ▢ Hearing Examiner Staff Report
- ▢ Staff Report Exhibits

08/24/2020
09/14/2020

ORDINANCE NO. M-

AN ORDINANCE approving the concept development plan for the Minnehaha West Planned Development; and providing for severability and an effective date.

WHEREAS, on July 21, 2020, a hearing was held before the Vancouver Hearings Examiner regarding the approval of the concept development plan for the Minnehaha West Planned Development.

WHEREAS, on August 10, 2020, the Vancouver Hearing Examiner recommended approval of the concept development plan for the West Minnehaha Planned Development under File PRJ-163875, LUP-78186; and

WHEREAS, the concept development plan is consistent with the Comprehensive Plan and the underlying zoning of the property.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings.

A. The Vancouver Hearing Examiner has found that all of the following criteria have been met, with conditions, as required by VMC 20.260.050:

ORDINANCE - 1

1. Content. The concept plan contains all of the components required in Section 20.260.070. Compliance with all applicable standards. The proposed development and uses comply with all applicable standards of the Title, except where adjustments are being approved as part of the concept plan application, pursuant to Section 20.260.030(D)(2).
2. Architectural and site design. The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally-friendly design and materials.
3. Transportation system capacity. There is either sufficient capacity in the transportation system to safely support the development proposed in all future phases or there will be adequate capacity by the time each phase of development is completed.
4. Availability of public services. There is either sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal, to adequately serve the development proposed in all future phases, or there will be adequate capacity available by the time each phase of development is completed.
5. Protection of designated resources. City-designated resources such as historic landmarks, significant trees and sensitive natural resources are protected in compliance with the standards in this and other Titles of the VMC.
6. Compatibility with adjacent uses. The concept plan contains design, landscaping, parking, traffic management and multi-modal transportation elements that limit conflicts between the planned development and adjacent uses. If zoning districts are

shifted per Section 20.260.020(C) VMC, there shall be a demonstration that the reconfiguration of uses is compatible with surrounding uses by means of appropriate setbacks, design features or other techniques.

7. Mitigation of off-site impacts. All potential off-site impacts including litter, noise, shading, glare and traffic, will be identified and mitigated to the extent practicable.

B. The information for the concept development plan has been submitted and approved, as required by VMC 20.260.070.

C. The concept development plan of the Minnehaha West Planned Development is consistent with the Comprehensive Plan and the underlying zoning.

D. City Council hereby adopts the foregoing findings and the findings of the Vancouver Hearings Examiner contained in the Findings, Conclusions, and Recommendation, which are hereby incorporated by reference, as its own.

Section 2. Legal Description.

The legal description of the lands referred to in this ordinance is as follows:

Parcels 150282000 and 149467000 located in a portion of the northeast quarter of Section 14, Township 2 North, Range 1 East, Willamette Meridian, and Clark County, Washington.

Section 3. Approval Granted.

Based upon the foregoing findings, as well as the findings contained in Staff Report No. PRJ-163875/LUP-78186, which are hereby incorporated by reference, approval of the concept development plan for the Minnehaha West Planned Development is hereby granted, with the

conditions outlined in the Hearing Examiner's Findings, Conclusions, and Recommendation, incorporated above by reference.

Section 4. Severability.

If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder or the application of the provision to other persons or circumstances is not affected.

Section 5. Effective Date.

This ordinance shall take effect fifteen (15) days after passage and publication.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2020.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 5

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE approving the concept development plan for the Minnehaha West Planned Development; and providing for severability and an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

**BEFORE THE HEARING EXAMINER
FOR CITY OF VANCOUVER**

In the Matter of the Application of	)	NO. PRJ-163875/LUP-78186
	)	
	)	
Ginn Development	)	Minnehaha West Planned Development
	)	
	)	
	)	
for Approval of a Preliminary Plat	)	FINDINGS, CONCLUSIONS,
and Planned Development	)	AND RECOMMENDATION

SUMMARY OF RECOMMENDATION

The City's Hearing Examiner recommends to the Vancouver City Council that the requested preliminary plat and planned development to subdivide 4.6 acres into 33 single-family residential lots be **APPROVED** subject to conditions.

SUMMARY OF RECORD

Request:

Ginn Development (Applicant) requested a preliminary plat and planned development to subdivide 4.6 acres into 33 single-family residential lots. The subject property is located at 2400 and 2416 NE 49th Street in Vancouver, Washington.

Hearing Date:

The Vancouver Hearing Examiner held an open record hearing on the application on July 21, 2020. In an abundance of caution, the record was held open two business days to allow for written public comment from members of the public who may have had difficulty joining the virtual hearing, with additional time arranged for responses by the parties. One post-hearing public comment was timely submitted (Exhibit 19). City Staff and the Applicant submitted timely responses (Exhibits 20 and 21), and the record closed on July 27, 2020.

Testimony:

At the open record hearing the following individuals presented testimony under oath:

Scott Taylor, SGA Engineering, Applicant Representative
Phil Wuest, Applicant Representative
Mark Person, Senior Planner, City of Vancouver
Ryan Lopossa, Transportation Engineer, City of Vancouver

Exhibits:

At the open record hearing the following exhibits were admitted in the record:

1. Staff Report
2. Land Use Application
3. Applicant narrative
4. Development Plans
5. Notice of Application, Public Hearing, and Optional SEPA Determination of non-significance, dated May 6, 2020
6. Final Determination of non-significance, dated June 12, 2020
7. Clark County Public Health Development Review Evaluation, dated February 4, 2020
8. Letter from Department of Ecology, dated June 5, 2020
9. Letter from Southwest Clean Air Agency, dated June 4, 2020
10. Vancouver School District Capacity Letter, dated February 7, 2020
11. Trip Generation and Distribution Report by Lancaster Mobley, dated January 24, 2020
12. Trip and Traffic Impact Fee Worksheet, dated June 5, 2020
13. Preliminary Stormwater Report by SGA Engineering, dated March 12, 2020
14. Geotechnical Investigation by Columbia West, dated January 24, 2020
15. Road Modification Narrative
16. Public Comment
17. Applicant PowerPoint
18. City Staff PowerPoint
19. Post-hearing comment email from Danya Ward, dated July 22, 2020
20. City response to public comment, dated July 27, 2020
21. Applicant response to public comment dated, July 27, 2020

Upon consideration of the testimony and exhibits admitted in the record, the Hearing Examiner enters the following findings and conclusions:

FINDINGS

1. The Applicant requested a preliminary plat and planned development to subdivide 4.6 acres into 33 single-family residential lots. The subject property is located at 2400 and 2416 NE 49th Street in Vancouver, Washington. *Exhibits 2, 3 and 4.*
2. The application was received by the City on March 25, 2020 and determined fully complete on April 22, 2020. *Exhibits 1 and 5.*

3. The proposal is not a re-plat of a prior subdivision. *Exhibit 3.*
4. The subject property does not contain any critical areas such as wetlands or steep slopes. *Exhibit 1; Scott Taylor Testimony.*
5. The subject property is zoned Low-Density Residential (R-9). *Exhibit 1.* The purpose of the R-9 zone is “to accommodate detached single dwellings with or without accessory residential units at a minimum lot size of 5,000 square feet and a density of 5.9 to 8.7 units/net acre.” *Vancouver Municipal Code (VMC) 20.410.020.* Planned developments are a land use development tool intended to provide a means for creating planned environments in any base zoning district through the application of flexible standards, including zero-lot lines, narrower streets, and other innovative planning practices that result in well-designed, efficient and functional urban environments. *VMC 20.260.010.* Planned developments are allowed in the R-9 zone. *VMC 20.260.020.*
6. All surrounding properties are zoned R-9. Surrounding development is residential to the north (across the NE 51st Street road right-of-way) and south (across NE 49th Street). There is a residential subdivision under construction to the west of the subject property, and a City park to the east. *Exhibits 1, 4, and 18.*
7. The Applicant proposes 33 detached single-family residences, a housing type that is allowed outright within planned developments in the R-9 zone. *VMC 20.260.020(B)(1).* The minimum net density (i.e., net of public and private streets, stormwater facilities and unbuildable critical areas) in the R-9 zone is 5.9 dwelling units per acre, and the maximum is 8.7 dwelling units per acre, not including a 15% density bonus applicable to planned developments. The subject property’s net area is 3.65 acres, allowing a minimum of 22 units and a maximum of 32 units, or 37 units with the planned development density bonus. *Exhibit 1; VMC 20.410.040; VMC 20.260.020.*
8. The minimum lot area required in the R-9 is 5,000 square feet, and the maximum lot coverage allowed is 50%. *VMC 20.410.050.* Adjustments to these development standards are authorized by *VMC 20.260.050(B)* if: (1) the adjustment is warranted given site conditions and/or characteristics of the design; (2) the benefits outweigh any potential adverse impacts; and (3) any impacts are mitigated to the extent practical. *VMC 20.260.050(B).* The Applicant proposes to adjust the lot area standard to a minimum of 3,742 square feet and the lot coverage standard to a maximum of 60% to meet density requirements and generate product for the underserved entry-level housing market. The Applicant’s intent is to provide relatively affordable homes with two-car garages, front porches, and sufficient ground floor area for families. Providing these features would require a building footprint of 2,135 square feet, an area exceeding 50 % of a 3,742-square-foot lot. The reduced lot area would allow for the open space tract in front of Lots 23 through 33. These 11 lots would be alley-loaded, and the front porches would face the open space tract. City Staff recommended approval of the adjustments to code standards and submitted that no adverse impacts are anticipated. *Exhibits 1 and 3; Testimony of Scott Taylor and Mark Person.*

9. Although the minimum lot width and depth requirements of the underlying zoning district do not apply in planned developments, all proposed lots would satisfy the 65-foot lot depth requirement of the R-9 zone. Each lot would be at least 40 feet wide, and therefore the project is not subject to narrow lot development standards. *Exhibits 1 and 4; VMC 20.410.050.*
10. The subdivision ordinance requires a minimum street frontage of 20 feet per lot and requires side lots to be at right angles to facing streets to the extent practical. Each of the proposed lots would satisfy these requirements. *Exhibits 1 and 4; VMC 20.320.070.*
11. The Applicant proposes to utilize the zero lot line standards of VMC 20.910.050, which require the setback on the adjacent lot to be zero feet or a minimum of five feet, subject to covenants addressing obstructions within the setback and maintenance. *Exhibits 1, 3 and 4.*
12. In exchange for approval of higher residential densities, smaller lots, and relaxed development standards, VMC 20.260.060(C) requires developers of planned developments to provide common open space for active and passive recreational activities in an amount that is at least 10% of the gross site area. The Applicant proposes 20,962 square feet of open space, which is just over 10% of the gross site area. The open space would be centrally located within the development and available to residents. *Exhibits 3 and 4.* Due to the location of stormwater facilities under the open space tract, there would be some limitation on large trees that could be planted there. The concept for the space is a large lawn recreation area with some picnic tables, benches, and similar passive recreation amenities. It is intended to bring the neighborhood together for recreation and to generate a sense of community. *Scott Taylor Testimony.*
13. Consistent with VMC Chapter 20.925, 10% of the net lot area of each lot must be landscaped. Compliance with this requirement would be determined at the time of building permit review. In addition to landscaping on individual lots, street trees are required at a maximum spacing of 30 feet. The Applicant has submitted a tree plan depicting street tree placement, but the City recommended modification of the proposed tree types due to the narrow width of the planters. This recommendation was incorporated into the recommended conditions of approval. *Exhibits 1 and 4.*
14. The proposal is subject to the requirements of the City's tree conservation ordinance, which requires tree preservation and planting to achieve a minimum of 30 tree units per net acre. For tree conservation ordinance purposes, net site area excludes right-of-way, shared driveways, and stormwater facilities. The net site area of 3.65 acres requires a minimum of 110 tree units. The Applicant proposes to plant 113 tree units' worth of trees on site, in addition to street trees. City Planning Staff recommended conditions of approval addressing plant diversity and spacing. In the event that the requirements cannot be met, the Applicant would be required to pay into the City's tree fund. *Exhibits 1 and 4.*

15. Access to the subdivision would be from NE 49th Street, which is designated a collector arterial requiring a half-street right-of-way width of 30 feet and pavement width of 19 feet per City standard plan T10-13. Because the road is not improved to City standards, the Applicant would be required to widen the road along the property frontage and install curb, gutter, planting strip, and sidewalk. *Exhibits 1 and 4.*
16. Subdivision access from NE 49th Street would be via NE 24th Avenue, a neighborhood circulator street. The street corridor is on the boundary between the subject property and the adjacent property to the west, which is under development. The adjacent subdivision has approved plans to construct a 20-foot pavement section within 32 feet of right-of-way. The Applicant would be required to complete the street section on the subject property, consistent with City standard plan T10-14. Frontage improvements would include a landscape strip and sidewalk. *Exhibits 1 and 4.*
17. Access to individual lots within the subdivision would be from a proposed local access street (NE 24th Place), a public alley (Lots 23 through 33), and a private access tract (Lots 4, 5, and 6). No block would exceed 800 feet in length. With respect to NE 24th Place, the Applicant requested and received approval of a deviation from standards that would allow elimination of the landscape strip and sidewalk from the west side of the street; this side abuts the proposed open space tract, and residences facing the open space would have a paved walkway on the west side of the open space. Additionally, the Applicant requested deviations that would reduce the width of the landscape strip on the east side of the strip and place the landscape strip and sidewalk within an easement. *Exhibits 1, 4, and 15.* The open space tract would be maintained by a homeowners association, as would the private access tract for Lots 4, 5, and 6. *Scott Taylor Testimony.*
18. Proposed NE 24th Place would extend through the site to the NE 51st Street right-of-way, which borders the northern property boundary. The Applicant would install half-street improvements on the south half of NE 51st Street, which is designated a local access street, including 16 feet of pavement, curb, gutter, planter strip, and sidewalk. *Exhibits 1 and 4.*
19. The Applicant submitted a professionally prepared trip generation and distribution report dated January 24, 2020. The trip generation of the development was estimated using the rate contained in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition* for Land Use Code 210 – Single-Family Detached Housing. Using this rate, the trip generation of the development (net of the existing two residences) would be 294 average daily trips, including 23 AM peak hour trips and 31 PM peak hour trips. *Exhibit 11.*
20. The subject property is located within the #194 Transportation Analysis Zone. The project would add trips to several Transportation Management Zones, including the Mill Plain Boulevard corridor, the St. Johns Road/Ft. Vancouver Way corridor, the 112th Avenue corridor, the Fourth Plain Boulevard corridor, the Andresen Road corridor, the

Burton Road/28th Street corridor, and the Burton Road/28th Street corridor. Based on these impacts, the Applicant would be required to pay transportation impact fees and concurrency modeling fees. The transportation impact fees (\$1,437.27 per dwelling unit) would be paid on a per lot basis prior to building permit issuance. *Exhibits 1, 11, and 12.*

21. Pursuant to VMC 11.70.090, the segment of St. Johns Road/Ft. Vancouver Way between Mill Plain Boulevard and 63rd Street is designated as a Category 1 Concurrency Corridor, which indicates that the corridor is operating at or above the City's adopted level of service standards. The number of PM peak hour trips generated by the instant development is not anticipated to cause the corridor to drop below the adopted level of service standard. *Exhibit 1, page 21.*
22. Off-street parking would be provided within the proposed two-car garages and within the driveways, which would be large enough for two cars. Street parking (at least 18 spaces) would be available along the west side of NE 24th Place, adjacent to the open space tract. *Exhibit 4; Scott Taylor Testimony.*
23. The Fire Department has reviewed the proposed project and determined that it can meet the requirements of VMC Title 16 and the International Fire Code if properly conditioned. Planning Staff included the Fire conditions in the recommended conditions or approval. *Exhibit 1.*
24. Public water and sewer utilities are available to the site and would be extended through the development to serve the proposed lots. *Exhibit 1.* Existing sewage disposal systems on site would be decommissioned in accordance with Clark County requirements. *Exhibits 1 and 7.*
25. The subject property is located within the Vancouver School District. Students residing within the proposed subdivision would attend Minnehaha Elementary School, Jason Lee Middle School, and Hudson's Bay High School. The School District would provide bus service to all three facilities. Current school bus stop locations are on NE 49th Street at the intersections of NE 26th Court, NE 26th Avenue and NE 24th Avenue. School impacts would be mitigated through payment of impact fees as required by VMC 20.915. The current fee is \$2,880.75 per single-family dwelling unit. *Exhibits 1 and 10.*
26. The subject property is within Park District B. Although no parkland dedication is required, the Applicant would be required to pay park impact fees pursuant to VMC 20.915. The current fee amount is \$2,379.00 per single-family dwelling unit. *Exhibit 1.*
27. The subject property is not located in an area of high probability for discovery of archaeological resources. Consequently, an archaeological predetermination was not required. Planning Staff recommended a condition of approval requiring work to stop if archaeological deposits are found during construction. *Exhibit 1.*
28. Stormwater runoff from pollution-generating surfaces (road, alley, driveways, etc.) would

be treated in bioretention facilities and infiltrated on site. The stormwater facilities would be located within the open space tract. City Staff reviewed the preliminary stormwater design and concluded that it can satisfy the City's water quality treatment and quantity control requirements but submitted that the pipe material selected for infiltration would need to be changed to a City-approved material. *Exhibits 1 and 13.*

29. Pursuant to the State Environmental Policy Act (SEPA), the City of Vancouver acted as lead agency for review of environmental impacts caused by the proposal. After review of the Applicant's environmental checklist and application materials, the SEPA Responsible Official issued a Notice of Application, Public Hearing, and Optional SEPA Determination of Non-Significance (DNS) on May 6, 2020. The City issued a final DNS on June 12, 2020, with an appeal period ending June 26, 2020. Although comments were received during the notice of application period, no appeals of the final DNS were filed. *Exhibits 1, 5, and 6.*
30. Public comment on the application related to the condition of NE 49th Street, arguing that it is too narrow for safe pedestrian use, there are not continuous sidewalks along the street, that encroaching vegetation limits sight distance, and that the traffic analysis was inadequate. The commenter challenged the trip generation report arguing that it was completed in the winter when vegetation is dead, thus failing to capture conditions present in the spring, summer, and fall months which presents a bias towards the applicant, and also on the grounds that the calculations are models from a manual published in 2017 and do not reflect the current conditions existing on NE 49th St in 2020. The road, NE 49th Street, is not safe today, nor will it be safe after additional lots are added without any capital improvement. The commenter compared walking down NE 49th Street today to a game of roulette, contending that the only safe way for a four-wheel motor vehicle to pass a pedestrian on NE 49th Street is to drive into the other lane of traffic or stop. *Exhibits 16 and 19.*
31. In response to public comment, the City submitted that NE 49th Street has capacity for the traffic generated by the proposed development, even accounting for background growth, and that the submitted traffic study was appropriate in scope given the adequacy of infrastructure and the size of the development. The City acknowledged the sidewalk deficiencies on NE 49th Street but submitted that requiring the Applicant to install sidewalks along the entire corridor would be disproportionate to the impacts of the development. Typically, sidewalks are installed as individual properties are developed. In this case, however, because properties along the corridor are largely developed already (such that future improvements could not be expected), the City agreed to place NE 49th Street on its five-year Transportation Improvement Plan. With respect to sight distance, the Applicant's traffic study found that sight distances at the project entrance from NE 49th Street would be adequate upon removal of an existing fence on the subject property. Additional analysis may occur during review of civil drawings. As proposed, the project would help to complete the road and sidewalk grid in the vicinity through construction of half-width frontage improvements on NE 49th and NE 51st Streets. *Exhibit 20; Exhibit 11; Ryan Lopossa Testimony.*

32. In response to public comment, Applicant representatives noted that the project's traffic impact fees, which are expected to total over \$47,000, go into City funds and are prioritized for use in the area surrounding the project generating the fees. Also, the proposed interior road, NE 24th Place, would have sidewalk on both sides for pedestrians in the neighborhood. *Testimony of Phil Wuest and Scott Taylor.*
33. After hearing all testimony, Planning Staff recommended approval with conditions as stated in the staff report. *Mark Person Testimony; Exhibit 1.* Applicant representatives waived objection to the recommended conditions. *Testimony of Scott Taylor and Phil Wuest.*

CONCLUSIONS

Jurisdiction:

Per Vancouver Municipal Code 20.210.020 Table 20.210-1, preliminary subdivisions are Type III development applications, which are decided by the Hearing Examiner. Per Vancouver Municipal Code 20.260.030, the Hearing Examiner is authorized to hear and issue findings, conclusions, and recommendations on planned developments pursuant to the Type IV review process, per 20.210 VMC. Pursuant to VMC 20.210.020.D, when more than one permit is required for a given proposal, all applications are consolidated into a single review subject to the highest type of procedure that applies to any of the applications.

Planned Development Criteria for Review:

Pursuant to VMC 20.260.050.A, to receive approval for a planned development, the Applicant must demonstrate compliance with all of the following criteria:

1. Content. The concept plan contains all of the components required in Section 20.260.070. Compliance with all applicable standards. The proposed development and uses comply with all applicable standards of the Title, except where adjustments are being approved as part of the concept plan application, pursuant to Section 20.260.030(D)(2).
2. Architectural and site design. The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally-friendly architectural and site design.
3. Transportation system capacity. There is either sufficient capacity in the transportation system to safely support the development proposed in all future phases or there will be adequate capacity by the time each phase of development is completed.
4. Availability of public services. There is either sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal, to adequately serve the development proposed in all future phases, or there will be adequate capacity available by the time each phase is completed.

5. Protection of designated resources. City-designated resources such as historic landmarks, significant trees and sensitive natural resources are protected in compliance with the standards in this and other Titles of the VMC.
6. Compatibility with adjacent uses. The concept plan contains design, landscaping, parking/traffic management and multi-modal transportation elements that limit conflicts between the planned development and adjacent uses. If zoning districts are shifted per section 20.260.020(C) VMC, there shall be a demonstration that the reconfiguration of uses is compatible with surrounding uses by means of appropriate setbacks, design features or other techniques.
7. Mitigation of off-site impacts. All potential off-site impacts including litter, noise, shading, glare and traffic, will be identified and mitigated to the extent practicable.

Subdivision Criteria for Review:

Pursuant to VMC 20.320.040, to obtain approval of a preliminary subdivision, the Applicant must demonstrate compliance with all of the following criteria:

- A. Public facilities provision. Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for transportation, water, storm drainage, erosion control and sanitary sewage disposal methods that are consistent with the City's current ordinances, standards and plans;
- B. Proposed improvements. Appropriate provisions have been made for proposed streets, alleys and public ways, utilities and other improvements that are consistent with the City's current ordinances, standards and plans, and Department of Health and/or Washington State Department of Transportation standards and plans, where applicable;
- C. Open space and dedications. Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for open space, parks, schools, dedications, easements and reservations;
- D. Physical characteristics. The design of the proposed short subdivision or subdivision site has taken into consideration the physical features of the site, including but not limited, to: topography, soil conditions, susceptibility to flooding, inundation or swamp conditions, steep slopes or unique natural features such as wildlife habitat or wetlands;
- E. Re-platting of existing subdivisions. When re-platting an existing subdivision, the short subdivision or subdivision shall comply with all of the terms and conditions of the existing subdivision's conditions of approval;

- F. Compliance with all requirements of this title. The proposed short subdivision or subdivision complies with all applicable requirements of this title unless modified through the approval; and
- G. Compliance with State requirements. That the proposed short subdivision or subdivision complies with the requirements of RCW 58.17.110.
- H. Narrow Lot Additional Criteria. Land divisions which contain one or more residential lots having a width of less than 40 feet shall meet additional criteria of VMC 20.927.030 A, B and C.

Conclusions Based on Findings:

A. Planned Development

1. As conditioned, the plans demonstrate compliance with the content requirements and development standards for planned developments set forth in VMC 20.260, including those relating to density and open space. The requested adjustment to the lot area and lot coverage standards satisfy the criteria of VMC 20.260.030(D)(2). The smaller lot sizes would increase affordability, and the additional lot coverage would allow family-friendly design elements. The inclusion of centrally located open space, which several of the units would face, would mitigate the reduced yard areas. *Findings 2, 5, 7, 8, 9, 11, and 12.*
2. The proposed site design incorporates innovative features including alley-loaded residences facing a common open space and addresses aesthetics through front porches in the architectural design. The design is efficient due to the relatively high density. There are no environmentally sensitive areas that need to be addressed. *Findings 4, 7, 8, 12, and 17.*
3. There is sufficient capacity in the transportation system for the traffic generated by the development. Traffic mitigation fees would be paid in accordance with ordinance requirements. *Findings 19, 20, 21, 30, 31, 32, and 33.*
4. Adequate public services are available to the development. *Findings 23, 24, and 28.*
5. As conditioned, cultural resources would be protected in accordance with City requirements. The project is not expected to affect archaeological resources. However, the conditions include a stop work requirement if resources are uncovered during development. There are no environmentally sensitive areas on site. New trees would be planted in a sufficient quantity to satisfy the City's tree conservation ordinance. Fees would be paid in lieu of providing trees if spacing requirements cannot be satisfied. *Findings 4, 14, and 27.*
6. The proposed single-family residential use would be compatible with surrounding single-family residential uses. The lots would be landscaped in accordance with ordinance

standards. The site design provides for street connectivity through the extension of the internal road to NE 51st Street and the completion of NE 24th Avenue at the site entrance. Adequate parking would be provided. No zoning districts would be shifted. *Findings 6, 7, 13, 14, 16, 18, and 22.*

7. Mitigation of off-site impacts would be accomplished through payment of park, school, and traffic mitigation fees. The project was reviewed as required by the State Environmental Policy Act and a DNS was issued. *Findings 20, 25, 26, and 29.*

B. Preliminary Plat

1. As conditioned, appropriate provision has been made for transportation, water, storm drainage, erosion control, and sewage disposal. The conditions of approval detail the applicable street requirements. The local street system has capacity to serve the development. Traffic mitigation fees would be paid. *Findings 15, 16, 17, 18, 20, 21, 24, 28, 30, 31, 32, and 33.*
2. As conditioned, appropriate provision has been made for streets, alleys, utilities, and other improvements. The project makes appropriate provision for NE 49th Street with improvements limited to the property frontage; off-site sidewalk improvements should not be required of the Applicant. *Findings 15, 16, 17, 18, 24, 28, 30, 31, 32, and 33.*
3. The proposed open space, which would serve residents of the subdivision, satisfies the 10% minimum requirement for planned developments. Impacts to schools and City parks would be mitigated through payment of mitigation fees. No dedication of park or school land is required. *Findings 12, 25, and 26.*
4. The subject property does not contain physical characteristics that require special consideration. *Finding 4.*
5. The proposed subdivision is not a re-plat of an existing subdivision. *Finding 3.*
6. As conditioned, the subdivision complies with the applicable requirements of VMC 20.320, which address subdivision layout and access requirements. *Findings 10 and 17.*
7. The above criteria largely address the requirements of RCW 58.17.110. The RCW also includes a requirement that a subdivision make appropriate provision for safe walking conditions for students who only walk to and from school. In this case, students would be bussed to school from stops located on NE 49th Street. Sidewalks would be installed along the property frontage, and the inclusion of NE 49th Street on the City's Transportation Improvement Plan will assist with filling sidewalk gaps in the future. The public interest would be served by the provision of affordable housing developed consistent with the density standards of the R-9 zone as modified through the planned development process. *Findings 5, 7, 25, 30, 31, 32, and 33.*
8. The proposed lots would be at least 40 feet wide. *Finding 9.*

Findings, Conclusions, and Recommendation

Vancouver Hearing Examiner

Minnehaha West Planned Development, PRJ-163875/LUP-78186

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RECOMMENDATION

Based on the foregoing findings and conclusions, the requested preliminary plat and planned development to subdivide 4.6 acres into 33 single-family residential lots at 2400 and 2416 NE 49th Street **SHOULD BE APPROVED** subject to the following conditions to be satisfied by the Applicant or successors in interest:

Prior to Civil Plan Approval, the Applicant or designee shall:

1. Upload the civil plan review set showing all the revisions requested as well as all necessary reports (geotechnical, hydrology, traffic analysis, road modification, etc.). Include a detailed site plan in the civil plan review set. For questions on these requirements please contact 360-487-7804.
2. Grading plan review fees will be due upon submittal of civil plans for review. Contact Permit Center staff at 360-487-7802 to obtain a fee quote.
3. Mains and fire hydrants shall be shown with minimum fire flow provided as required by 2015 International Fire Code Appendix B, B105.2 and Table B105.1.
4. Add a note to the grading plan stating: "In the event that archaeological deposits are encountered during construction, work shall be halted immediately and the City of Vancouver's Community and Economic Development Department and the Washington State Department of Archaeology and Historic Preservation shall be notified in order for the findings to be investigated and assessed by a professional archaeologist."
5. Show tree protection and measures on grading plan protecting off-site trees.
6. Increase diversity by planting reducing Alaskan Green Arrow and planting Incense Cedars 15-20 feet on center in groupings. Use only straight species Alaskan Yellow Cedar not Green Arrow.
7. Show a maximum of two trees on each lot due to size of the lots and spacing.
8. Show on the plans plant grouping of trees within the open space.
9. Street trees cannot count towards tree density however are required along private and public streets. Identify street trees within the Plant Legend by adding another column for Tree Units so that there is a column for Quantity and Tree Units.
10. Pay for some of the trees into the City tree fund at a rate of \$550.00 per tree unit if trees cannot be kept at least 15 feet on center.
11. Street trees within four-foot planters shall be either: Persian Parrotia (*Parrotia persica* 'Ruby Vase' or 'Vanessa'), Amur Maackia (*Amur Maackia*) or Rocky Mountain Glow Maple (*Acer grandidentatum*). October Glory maple is too large for a small planter strip.

All street trees must be at least two inches in size or greater and have high heads which means no lower branches. Any deviation shall be approved by the City's Urban Forester.

12. Root barriers are required. Identify root barriers along all curbs and sidewalks. Include root barrier detail.
13. Revise plans to show designated collection point for two carts per lot. Common collection points for Lots 4, 5 and 6 must be shown on plans.
14. Pay concurrency monitoring fees totaling \$768.00.
15. An erosion control plan shall be submitted and approved prior to clearing, grading, or construction. The plan shall be designed according to the City of Vancouver's General Requirements and Details.
16. Submit a minor road modification request to allow the proposed driveway spacing.
17. Submit a separate fire response plan.
18. Provide a Fire Access Plan demonstrating that emergency service vehicles can travel the entire length of the alley.

Prior to combustible construction, the Applicant or designee shall:

19. Fire hydrants for emergency use shall be installed, approved, and maintained.
20. Fire apparatus access shall be provided and maintained.

Prior to or during construction, the Applicant or designee shall:

21. Temporary address signage shall be visible and legible from the street fronting the property for emergency response during construction.
22. Obtain all required permits to complete the sewer service lateral construction.
23. If an on-site sewage system is found during development, it must be properly abandoned. The proposed development must connect to an approved public sewer system.
24. If a well is found during development, it shall be properly decommissioned by a licensed well driller. The proposed development must connect to an approved public water system.
25. Comply with the requirements of the Clark County Public Health Development Review letter dated February 4, 2020.
26. Comply with the requirements in Southwest Clean Air Agency's letter dated June 4, 2020.

27. Comply with the requirements in the Department of Ecology's letter dated June 5, 2020.

Prior to Final Plat Approval, the Applicant or designee shall:

28. Submit a final plat application along with two full size copies and one reduced 8 ½ x 11 copy of the proposed plat and tree/landscape plan. Applications can be found under Building, Planning and Environment on the City of Vancouver website at www.cityofvancouver.us.
29. Provide the following improvements to NE 49th Street, per City of Vancouver standards:
- a. Dedicate public right-of-way if necessary, to meet the minimum right of way half-width.
 - b. Install additional pavement width, curb, gutter, planting strip, and detached sidewalk.
 - c. Install ADA ramps and driveway approaches, per the applicable City standards.
 - d. Street lighting must be installed or updated to current City standards. See street lighting comments below.
 - e. Maintain temporary construction traffic control devices as warranted, and storm drainage as required by the City stormwater ordinance.
 - f. Utility trenching shall be restored per T05-04 A&B and T05-06 A&B (CDF). Asphalt restoration shall meet T05-01 A&B and T05-07. A single continuous width restoration is required.
30. Provide the following improvements to NE 24th Avenue, per City of Vancouver standards:
- a. Dedicate public right-of-way if necessary, to meet the minimum right of way half-width.
 - b. Install additional pavement width, curb, gutter, planting strip, detached sidewalk, and corner ADA ramps.
 - c. Street lighting must be installed or updated to current city standards. See street lighting comments below.
 - d. The curb radius at the NE corner of NE 49th Street & NE 24th Avenue shall be a minimum of 35 feet per the design criteria tables of VMC 11.80.040.C-1. Right-of-way dedication may be required.
 - e. Maintain temporary construction traffic control devices as warranted, and storm drainage as required by the City stormwater ordinance.
 - f. Utility trenching shall be restored per T05-04 A&B and T05-05. Asphalt restoration shall meet T05-01 A&B and T05-07. A single continuous width restoration is required.
31. Provide the following improvements for NE 24th Place:
- a. Dedicate public right-of-way per the approved road modification.

- b. Install asphalt street, curb, gutter, planting strip and detached sidewalk on one side of the street, ADA ramps, and driveway approaches, per the approved road modification and applicable City standards.
 - c. Install ‘No Parking – Fire Lane’ signs at appropriate spacing along the entire south and east sides of the street. (Parking will be allowed on the side of the street opposite from the driveways.)
 - d. Install new street lights as necessary, per current city standards. See detailed information below.
 - e. Install traffic control devices as warranted and storm drainage as required by the City stormwater ordinance.
32. Provide the following improvements to NE 51st Street, per City of Vancouver standards:
- a. Install 16-foot half-street pavement width, curb, gutter, planting strip, detached sidewalk, and corner ADA ramp. Since the right of way is extra wide at this location, the basis of design for the street improvements shall be a centerline located 25-feet from the opposite right of way line.
 - b. Street lighting must be installed or updated to current City standards unless Traffic waives the need for street lighting on this short length of street. See street lighting comments below.
 - c. The curb radius at the southeast corner of NE 51st Street & NE 24th Place shall be a minimum of 25 feet per the design criteria of VMC Table 11.80.040.C-1. Right-of-way dedication may be required.
 - d. Maintain temporary construction traffic control devices as warranted, and storm drainage as required by the City stormwater ordinance.
33. Construct the interior alley with the following City of Vancouver standard improvements:
- a. Dedicate 20-foot public right-of-way and install 20-foot paved width (minimum).
 - b. Install flat curbs on both sides of the alley per city standard plan T01-01A.
 - c. Install a two-foot center gutter pan.
 - d. Install ‘No Parking – Fire Lane’ signs at appropriate spacing along both sides for the entire length of the alley.
34. Dedicate a private street easement with adequate width to protect the private street, and install City of Vancouver standard private street improvements including a minimum of a 12-foot wide street surface, and storm drainage as required by the City stormwater ordinance.
35. A note shall be added to the plat stating that all lots conform to the City of Vancouver driveway spacing standards, per VMC 11.80.110, and/or the approved minor road modification.
36. The following note to be placed on the final plat: “Home Owner Association is responsible for maintenance of all open space tracts listed on this plat.”

Findings, Conclusions, and Recommendation

Vancouver Hearing Examiner

Minnehaha West Planned Development, PRJ-163875/LUP-78186

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37. Satisfy all of the submittal and other related requirements itemized in the projects upcoming Notification of Civil Plan Approval (plan approval letter).
38. The following note shall be added to the final plat: "Development within this subdivision is subject to an approved tree plan. Tree removal is subject to approval by the City of Vancouver. All trees must be planted prior to occupancy per the approved tree plan."
39. Show all easements on the final plat.
40. Add a note to the plat that states: In the event that archaeological deposits are encountered during construction, work shall be halted immediately and the City of Vancouver's Community and Economic Development Department and the Washington State Department of Archaeology and Historic Preservation shall be notified in order for the findings to be investigated and assessed by a professional archaeologist.
41. Submit a copy of the final acceptance letter from the purveyor to the Public Health along with the final plat for signature.
42. Where private streets are include in plats/subdivisions the following statement must be included on the final plat: *WARNING: City of Vancouver has no responsibility to improve or maintain the private streets contained within or private streets providing access to the property described in this plat, nor does the City of Vancouver have responsibility for any of the infrastructure associated with the roadway such as sidewalks, drainage facilities, street lights, curbs, or landscaping.*
43. Where private streets are included in plats/subdivisions that include conditions, covenants and restrictions (CCRs), the CCRs must include the following statement:
WARNING: The City of Vancouver has no responsibility to improve or maintain the private streets contained within, or private streets providing access to, the property described in this plat, nor does the City of Vancouver have responsibility for any of the infrastructure associated with the roadway such as sidewalks, drainage facilities, street lights, curbs, or landscaping.
44. Provide a shared access and maintenance agreement, as described above within this staff report. The agreement shall be recorded on all parcels that are party to the private roadways.

Prior to Issuance of Building Permits, the Applicant or designee shall:

45. Pay all applicable fees, including impact fees. Pursuant to Chapter 20.915 of the VMC, the Park, Traffic and School Impact Fees for a single-family residence in this plat are \$2,379.00 (Park District B) and \$1,437.27 (Columbia TIF District) and \$2,880.75 (Vancouver School District). Said fees will be recalculated for building permit application filed more than three years after preliminary plat approval. These fees do not

constitute liens against the lots in this subdivision, but are collected as a condition of initial building permit issuance.

46. A final summary report by the geotechnical engineer of record shall be prepared and submitted to the City of Vancouver that states the project soils were prepared in accordance with the governing geotechnical report and construction documents. Provide a current report with lot specific conditions and compaction test results by final grading. Please send to inspectionreports@cityofvancouver.us.

Prior to Issuance of Certificate of Occupancy

47. All trees shall be planted in accordance with VMC 20.925.060.
48. This project has been reviewed in accordance with the 2015 International Fire Code as adopted and amended by the Vancouver Municipal Code, Section 16.04. The Applicant will be required to comply with all applicable codes and ordinances even in the absence of plan review comments.

Issued August 10, 2020.

By:



Sharon A. Rice
City of Vancouver Hearing Examiner



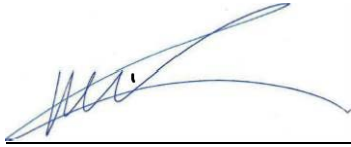
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**Staff Report and Recommendation to the Hearing Examiner
Minnehaha West Planned Development
PRJ-163875/LUP-78186**

Report Date	July 7, 2020
Hearing Date	July 21, 2020
Proposal	A 33-lot single-family detached development through a Type IV Planned Development
Location	2400 and 2416 NE 49th Street, Vancouver, WA, 98663; Parcels 149467000 and 150282000 in the NE ¼ of Section 14, Township 2N, Range 1E of the Willamette Meridian
Applicant/ Property Owner	Ginn Group, LLC, Lisa Harker, 502 NE 72nd Street, Vancouver, WA 98665
Staff	Mark Person, Senior Planner / Case Manager Eric Hahn, Senior Civil Engineer – Transportation/Concurrency Steven Ulibarri, Fire Marshal Giff Hancock, Civil Engineer -Water Eric Torgerson, Civil Engineer - Sewer Mike Swanson, Civil Engineer - Stormwater Patricia Clerf, Building Plans Examiner
SEPA Determination	Final Determination of Nonsignificance
Approval Criteria	Planned Development – VMC20.260.050 Subdivision – VMC20.320.040
Staff Recommendation	Preliminary approval with conditions. Project conditions and/or required revisions are identified in the conclusion of this report.

RECOMMENDATION

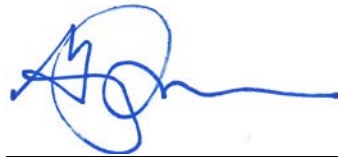
This report to the hearing examiner is a recommendation from Community & Economic Development Department. The examiner may adopt, modify or reject this recommendation. The hearing examiner recommendation will be forwarded to City Council for a final decision.



Report Prepared By
Mark Person, AICP, Senior Planner/Case Manager

July 7, 2020

Date



Greg Turner, Manager
Land Use Team

July 7, 2020

Date

BACKGROUND

Project Summary

A 33-lot single-family detached development through a Type IV Planned Development. The development includes a central open space area. Vehicular access will be provided via a public street connection to NE 49th Street to the south. NE 24th Avenue will be extended through the site and connect to NE 51st Street to the north.

General Site Information

Zoning District	R-9
Adjacent Zoning Designation	R-9
Comprehensive Plan Designation	UL
Parcel Size	4.6 acres
Adjacent Land Uses	Residential to the north, across NE 51st Street right of way, park to the east, residential to the south, across NE 49th Street and Songbird Subdivision (under construction) to the west
Access Roads	NE 49th Street to the south
Existing Vegetation	Trees, brush and grasses
Existing Structures	Existing single-family homes and outbuildings
Topography	Approximately 20 feet of grade change from north to south
Geologic Hazards	No mapping indicators
Seismic Hazard	NEHRP Class D
Flood Plains	No mapping indicators
Wetlands	No mapping indicators
Archaeology	Level B – Lower Probability
Drainage Basin	Burnt Bridge Creek
Wellhead Protection	Critical Aquifer Recharge Area
Soils	H1B and H1C
Park Impact Fee District	District B
School Impact Fee District	Vancouver
Impacted Schools	Minnehaha, Jason Lee and Hudson's Bay
Traffic Impact Fee District	Columbia
Transportation Analysis Zone	194
Sewer District	Vancouver
Water District	Vancouver
Fire Service	Vancouver
Neighborhood Association	West Minnehaha

Procedural History

Activity	Case #	Date
Annexation history	M-3099	02/01/1994
Pre-application conference	PIR-76842	12/05/2019
Application submitted	LUP-78186	03/25/2020
Application determined fully complete		04/22/2020
Notice of application and notice of public hearing		05/06/2020
SEPA determination: Final DNS		06/12/2020
Hearing Date		07/21/2020

APPLICABLE REGULATIONS

Vancouver Municipal Code

VMC Chapters 11.80 Street Standards; 11.90 Transportation; 11.95 Transportation Concurrency; 14.04 Water and Sewer Use Regulations; 14.16 Water and Sewer Service Connections; 14.24 Erosion Control; 14.25 Stormwater Control; 14.26 Water Resource Protection; 16.04.160 Water Supply and Fire Hydrants; 16.04.150 Fire Apparatus Access; 16.04.170 through 16.04.210 Fire Protection Systems; 16.04.010 Premises Identification; 20.210 Decision Making Procedures; 20.260 Planned Developments; 20.320 Subdivisions; 20.915 Impact Fees; 20.770 Tree Conservation; 20.410 Lower Density Residential Districts; 20.925 Landscaping and Open Storage; 20.945 Parking and Loading; and 20.790 State Environmental Policy Act Regulations.

Comprehensive Plan

Public Works Publications

General Requirements & Details for Water Main Construction
General Requirements & Details for Sewer Main Construction

Other

RCW 58.17

Manual on Uniform Traffic Control Devices

ANALYSIS

Staff reviewed the proposal for compliance with applicable regulations, code criteria and standards in order to determine whether all potential impacts will be mitigated by the requirements of the code.

AGENCY AND PUBLIC COMMENTS

Agency and public comments are listed below. The proposed project has been reviewed and recommendations made in light of these comments.

Clark County Public Health

CCPH issued a Development Review Evaluation for the project dated Feb. 4, 2020 (Exhibit 7).

On-Site Sewage Treatment Systems (CCC 24.17, WAC 246-272A, CCC 40.370, RCW 58.17)

Finding: A municipal sewage system is proposed for this development. County records currently document existing operational on-site sewage system for both parcels.

- Parcel 150282-000, Address: 2400 NE 49th Street – ON0014585, located north of the current dwelling, according to County records
- Parcel 149467-000, Address: 2416 NE 49th Street – ON0004456, located north of the current dwelling, according to County records

All on-site sewage systems located during development of this plat must be properly abandoned with documentation submitted to CCPH prior to final plat approval. Proper abandonment of the systems requires tank pumping by a licensed pumper, breaking in the tank lids, and filling the cavities with compacted soil. Any cesspools, drywells, or pump chambers discovered on the site must also be abandoned in this manner.

The proposed development must be served by public sewer. A copy of the final acceptance letter (or equivalent) from the purveyor shall be submitted with the Mylar (final plat).

Water Systems (WAC 173-160, WAC 246-290, CCC 40.370, RCW 58.17)

A municipal water supply is proposed for this development. No existing water well is noted in the application or observed in the field by CCPH.

Water wells may exist at the site. Any well discovered during development must be legally decommissioned by a licensed well driller per WAC 173-160-381. Decommissioned wells must be shown on the final plat.

The proposed development must be served by public water. A copy of the final acceptance letter (or equivalent) from the purveyor shall be submitted with the Mylar (final plat).

Conclusion: The proposal will comply with Public Health requirements as conditioned.

Department of Ecology

A letter was received from the Department of Ecology dated June 5, 2020 (Exhibit 8). The email contains standards for solid waste management, toxics cleanup and water quality. **The applicant shall comply with these requirements during construction.**

Southwest Clean Air Agency

A letter was received from Southwest Clean Air Agency dated June 4, 2020 (Exhibit 9). The letter contains standards for demolition/asbestos and construction dust. **The applicant shall comply with these requirements during construction.**

Public Comment

An electronic message was received from Danya Ward regarding the proposed development. Ms. Ward expressed concerns over increased traffic and safety on NE 49th Street as a result of the proposed development. Transportation is addressed within this staff report and Ms. Ward's comments are included as Exhibit 16.

FINDINGS

Land Use

20.210 Decision Making Procedures

Finding: Per VMC 20.210-1 Planned developments require a Type IV process and recommendation by the hearing examiner to the City Council for final approval. Per Table 20.210-1, preliminary subdivision (10 lots or more) require a Type III process and preliminary approval by the hearing examiner.

Per VMC 20.210.020.D, when more than one application is submitted for a given development and those applications are subject to different types of procedure, then all of the applications are subject to the highest type of procedure that applies to any of the applications.

Conclusion: The proposal was reviewed as a Type IV application which is the highest type of procedure. The proposal complies with the decision making procedures of VMC 20.210.

20.260 Planned Developments

Finding: Per VMC 20.260.030(1) planned developments, 25 acres or less require a Type IV process and a recommendation by the hearing examiner to the City Council for final approval.

20.260.010 Purpose

A. Flexibility. Provide a means for creating planned environments in any base zoning district through the application of flexible standards, i.e., zero-lot lines, narrower streets, and other innovative planning practices that will result well-designed, efficient and functional urban environments.

B. Efficiency. Facilitate the efficient use of land.

C. Economic feasibility. Increase economic feasibility by fostering the efficient arrangement of land use, buildings, circulation systems, open space and utilities.

D. Resource preservation. Preserve to the greatest extent possible the existing landscape features and amenities through the use of a planning procedure that can tailor the type and design of a development to a particular site.

Applicant Response: This proposal seeks to create a cohesive planned community for families and entry level home buyers. The community is planned for two-level detached housing, two-car garages, well designed and finished homes with on-site open space amenities and convenient proximity to groceries, retail opportunities and health care services. The homes may be purchased by any buyer, but the Applicant believes that the homes will be particularly attractive to first time home buyers that want to live close to urban services and amenities. The proposed community is consistent with the City's objectives of a planned unit development.

Finding: The applicant is proposing a planned development to accommodate specific design elements. The design requires the applicant to request the following adjustments through the planned development to applicable codes requirements: maximum lot coverage up to 60 percent and a reduction to minimum lot size.

The proposal meets the goals and policies of providing new housing, flexibility and efficiency for a growing diverse population as listed in the Vancouver Comprehensive Plan 2011-2030.

20.260.020 Applicability

A. Applicable in all zones.

The planned development is a development vehicle that may be used in all base zoning districts except in the Park, Greenway and Natural Area districts.

Applicant Response: The applicant is proposing a planned development on land zoned R-9; planned developments are allowed in this zone. This proposal still includes higher than average open space, lots with single-family homes and proposed amenities that will appeal to a range of buyers.

Finding: The base zone of the parcels is R-9, a planned development is allowed.

B. Permitted Uses.

Applicant Response: The applicability provisions at 20.260.020.B.1.a.(1) and (2) indicate single-family detached residential units and two or more single-family attached residential units are allowed by right within planned developments in the R-9 zone. This section also indicates a 5% density bonus is allowed per the provision of 20.260.060 (D).

A planned development is allowed on the subject site. 33 detached single-family residential units are proposed. Associated with the planned development, an adjustment is requested to the maximum lot coverage standards allowed in R-9 zone and the minimum lot size requirement.

Finding: Staff concurs with the applicant. The subject site is currently zoned R-9. The applicant is proposing 33 single-family detached units. In the R-9 residential district, single-family detached dwellings are permitted by right within planned developments per VMC 20.260.020(B)(1)(a) & VMC 20.206.020(B)(2)(a).

C. More than one base zone.

More than one base zone. When a site contains land that is in more than one zoning district, the allowed and conditional uses at the required minimum and maximum densities, if applicable, shall be proportionate to the land within the development site devoted to each zoning district. The zoning may be shifted around the site provided that the same proportion acreage of each zoning district is retained. The concept and detailed plans shall explicitly illustrate such physical re-configuration of the site and shall be used as the basis for all subsequent land use reviews.

Finding: The entire site is zoned R-9 and does not contain more than one base zone.

20.260.030 Approval Process

A. Elements of approval process. *The two elements of the planned development approval process*

- 1. Approval of the planned development concept development plan which contains a substantial level of detail for the whole project; and*
- 2. Approval of the detailed site plan(s) to be constructed in one or more phases that provide all of the additional detail not contained in the concept plan.*

Finding: The applicant has submitted a concept development plan and a detailed development plan as part of their planned development application. In addition, the applicant is requesting approval of a subdivision. Per VMC 20.260.030(C), filing multiple applications is permitted and shall be reviewed by the procedure type of the highest level. The review for a new planned development concept plan requires a Type IV procedure which is the highest level in this application. Staff finds the proposed concurrent reviews adhere to VMC 20.260.030(C).

B. Decision-making process.

- 1. Initial approval. A new planned development concept plan shall be processed by means of a Type IV review, per 20.210 VMC, using approval criteria contained in 20.260.050 VMC. The Planning Commission shall be the initial review authority for planned developments greater than 25 acres in size and the Hearings Examiner shall be the initial review authority for planned development 25 acres or less in size. The initial reviewer shall issue a recommendation to the City Council. The City Council shall be the final authority for planned developments.*

Finding: As previously mentioned, a new development concept plan shall be processed by means of a Type IV review. Planned developments less than 25 acres in size shall be initially reviewed by the hearing examiner then subsequently the city council for final authority. The public hearing before the Hearing Examiner is scheduled for July 21, 2020, and a first City Council reading is scheduled for Aug. 24, 2020, with a Sept. 14, 2020, public hearing.

C. Concurrent reviews. An applicant may file two or more related requests concurrently. These concurrent reviews will be reviewed by the procedure type of the higher/highest level, that is, if one review is subject to a Type III process and the other a Type II process, both will be subject to a Type III review process.

Finding: As previously mentioned, staff finds the proposed concurrent reviews adheres to VMC 20.260.030(C).

D. Adjustments. Adjustments to numerical development standards in the underlying zoning district shall meet the criteria contained in Section 20.260.050(B) VMC below in lieu of requirements for variances contained in Chapter 20.290 VMC. The exception to this is a request to exceed the maximum height permitted in the underlying zone, which will require a concurrent variance request per 20.290 VMC.

Finding: The applicant is requesting an adjustment to lot coverage to a maximum of 60 percent and reduction in the minimum lot size requirement under the planned development provisions. The requested adjustments meet the adjustment approval criteria of 20.260.050.B 1-3. The plan identifies goals for a diversity of housing types in more urban areas for a growing demographically diverse population.

20.260.050 Approval Criteria

A. Concept development plan approval criteria. To receive approval for a planned development, the applicant shall demonstrate compliance with all of the following criteria:

1. Content. The concept plan contains all of the components required in Section 20.260.070. The proposed development and uses comply with all applicable standards of the Title, except where adjustments are being approved as part of the concept plan application, pursuant to Section 20.260.030 (D)(2).

Finding: The applicant submitted a Concept Development Plan with the application. Elements of this plan were reviewed against VMC 20.260.070. Further analysis of this plan will be addressed throughout this report.

2. Architectural and site design. The proposed development demonstrates the use of innovative, aesthetic, energy-efficient and environmentally-friendly architectural and site design.

Finding: The proposed development includes alley access and a central open space design.

3. Transportation system capacity. There is either sufficient capacity in the transportation system to safely support the development proposed in all future phases or there will be adequate capacity by the time each phase of development is completed.

Finding: A trip generation and distribution report dated Jan. 24, 2020, was submitted to the City of Vancouver Transportation Department for review. Comments on the traffic study are listed later in this report addressing this requirement.

4. Availability of public services. There is either sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and storm water disposal, to adequately serve the development proposed in all future phases, or there will be adequate capacity available by the time each phase of development is completed.

Finding: The proposal has been reviewed by Vancouver Public Works for public service availability. Their comments are listed later in this report addressing this requirement.

5. Protection of designated resources. Protection of designated resources. City-designated resources such as historic landmarks, significant trees and sensitive natural resources are protected in compliance with the standards in this and other Titles of the VMC.

Finding: There were no mapped critical areas located on the subject site.

6. Compatibility with adjacent uses. The concept plan contains design, landscaping, parking/traffic management and multi-modal transportation elements that limit conflicts between the planned development and adjacent uses. If zoning districts are shifted per Section 20.260.020(C) VMC, there shall be a demonstration that the reconfiguration of uses is compatible with surrounding uses by means of appropriate setbacks, design features or other techniques.

Finding: The subject site is surrounded by single-family uses to the north, across NE 51st Street, West Minnehaha Neighborhood Park to the east, single-family uses to the south, across NE 45th Street and a recently approved single-family subdivision to the west. Based on the surrounding uses, zoning and comprehensive plan designation, the proposed development is compatible with the adjacent uses.

7. Mitigation of off-site impacts. All potential off-site impacts including litter, noise, shading, glare and traffic, will be identified and mitigated to the extent practicable.

Finding: The development will be subject to applicable building codes, routine site inspections during construction and VMC 8.20 Nuisances and VMC 20.935 Off-Site Impacts.

B. Adjustment approval criteria. Adjustments to numerical development standards may be processed as part of the request for concept if the applicant can demonstrate compliance with all of the following approval criteria:

1. The adjustment(s) is warranted given site conditions and/or characteristics of the design.
2. The benefits accruing from the implementation of the adjustment outweigh any potential adverse impacts.
3. Any impacts resulting from the adjustment are mitigated to the extent practical.

The applicant is requesting the following adjustments to the PD standards:

Lot Coverage Adjustment

Applicant Response: The requested adjustment would increase lot coverage from the base zone amount to 60% to provide for sufficient ground-floor building homes large enough for families, two-car garages and front porches.

The site design is based on meeting the minimum allowable density (33 units) and targeting the underserved market segment for relatively affordably entry-level homes for entry level buyers and/or homes for downsizing baby boomers. Proposed lot sizes are about 4000 square feet. Conditioned living space for a three-bedroom home will typically be about 1375-1500 square feet and a two-car garage (necessary, we believe, due to the location of the property) will be approximately 385 square feet. If we construct a 1,500 square foot home with a 385 square

foot garage, we'll need a total of 1,885 square feet of building space. Add a 250 square foot front porch and there will be ground-floor footprint of 2,135 square feet. 2,135 is just under 60% of the proposed lot size of 4,000 square feet for most of the detached homes.

60% lot coverage will allow for around 2000 square feet buildings (total living space), including garages, which allows for a reasonable family home design.

Because the Applicant is seeking to both meet minimum density and provide housing in an underserved market segment, the adjustment is warranted to accommodate the proposed community design. No impacts are anticipated to surrounding property because the project is buffered by roads and higher density/intensity uses on all sides.

As noted above, the community design includes significant open space and will meet all setback requirements under the code. The goal of increasing lot coverage is to build entry-level homes for families, and to do so on smaller, more urban lots. The benefit is a housing product in very short supply in the City of Vancouver.

Finding: The applicant requests an adjustment to maximum lot coverage under the planned development provisions from a maximum of 50 percent to 60 percent. In addition, the applicant requests an adjustment to the minimum lot size in the base zone of 5,000 square feet to a minimum of 3,742 square feet.

The proposal and requested adjustments meet the adjustment approval criteria of 20.260.050.B 1-3. The proposed housing features that include alley access, front porches and garages require additional lot coverage on smaller lots. The proposed development meets the minimum and maximum density requirements for the zone. No impacts are anticipated by the proposed adjustments.

C. Conditions of approval. The review authority shall impose any conditions of approval necessary to mitigate potentially adverse impacts on surrounding properties to the greatest extent practicable.

Finding: Staff recommends conditions of approval that are listed at the end of this report.

D. Detailed site plan approval criteria. During the site plan review process, the planning official shall approve the detailed development plan for one or more phases of the development upon finding that the final plan conforms to the approved conceptual development plan, including all conditions of approval, unless the modification of the concept plan is sought concurrently as described in 20.260.030 (C)(6) VMC.

Finding: The applicant is not proposing phasing for this project.

20.260.060 Development Standards

A. Minimum development size. There shall be no minimum site size for any type of planned development.

Finding: The applicant is proposing a planned development for a tract of land 4.76 acres in size.

B. Applicability of base zone development standards. The provisions of the base zone are applicable as follows. When the zoning districts within the planned development have been shifted as permitted in Section 20.260.020 (C) VMC, the applicable development standards for the underlying zones shall shift accordingly.

1. *Lot dimensional standards:* The minimum lot depth and lot width standards shall not apply.

Finding: The proposed lots are all greater than 40 feet wide and meet the underlying R-9 requirement for depth.

2. *Lot coverage:* The site coverage provisions of the base zone shall apply.

Finding: The R-9 base zoning allows for 50 percent lot coverage. As previously mentioned, the applicant is requesting the following adjustment through the Planned Development to a maximum lot coverage of 60 percent.

3. *Setbacks:*

- a. *Front and rear yard setbacks for structures at the perimeter of the project shall be the same as required by the base zone except when an adjustment is approved, per Section 20.260.030(D).*

Finding: The applicant is proposing to utilize incentive based adjustments to the setback requirements as listed in VMC 20.910.050 Zero Lot Line Development. More specifically, the incentives sought are for porch allowance of a 6-foot encroachment into the front yard setback (20.927.050(F)(3)), zero lot lines (20.910.050), and an 18-foot rear yard setback from the edge of alleys (20.927.050(F)(2)). All other setback requirements will adhere to the development standards of the underlying zoning and planned development standards.

- b. *The side yard setback provisions shall not apply except that all detached structures shall meet the City's adopted building code requirements for type of construction.*

Finding: The proposal meets side yard setback provisions per the adopted building code.

- c. *Front yard and rear yard setback requirements in the base zone setback shall not apply to structures on the interior of the project except that any garage facing a street shall be set back a minimum of 18 feet from the front or side street property line.*

Finding: The proposal meets the front yard and rear yard setback requirements in the base zone with the modifications allowed by the planned development.

- d. *All buildings will meet the front and rear yard setback standards as modified pursuant to this Chapter, except for maximum height for which a variance shall be sought, as governed by Chapter 20.290 VMC.*

Finding: The applicant is not proposing any adjustments to the height requirements of the base zone; therefore, no variance is required for the requested adjustments.

C. Common open space. In exchange for the approval of higher residential densities, smaller lots and relaxed development standards, the developer of a planned development is required to provide common open space for the active and passive recreational activities of residents, employees and visitors. Such space shall be aggregated and centralized to the development to the fullest extent feasible and shall consist primarily of a combination of landscaped open areas. Unlandscaped natural areas or paved hardscape areas may also be included if they also promote active or passive recreational uses. Features may include plazas, arbors, sitting areas, picnic areas, playing fields and trails.

- In planned developments, the following requirements shall apply.
 - a. At least 10 percent of the gross area of the site must be devoted to such open space. Such space must be fully accessible to the residents, employees, visitors and/or other users of the site. Reduction of this standard in PDs of two acres or more is prohibited. A reduction of this standard in PDs of less than two acres is subject to an adjustment per Section 20.260.030(D) VMC using approval criteria in Section 20.260.050(B) VMC.

Finding: The applicant is proposing a central open space running north/south, that will be accessible to the residents of the proposed development. The applicant has dedicated a total land area of 20,962 square feet for the open space on a 207,450-square-foot project area. This totals 10.1 percent of the gross area devoted to open space meeting the requirement of this section.

- b. Fenced yards associated with buildings immediately adjacent to designated open space and landscaping in parking lots shall not count toward the total requirement.

Finding: No fenced yards or landscaping associated with parking lots are counted toward the open space requirement.

- c. Environmentally-constrained land within the planned development, including wetlands, geologically hazardous areas, sensitive wildlife habitats, pursuant to Section 20.740 VMC or native vegetation and healthy soil preservation pursuant to 20.770 VMC or stormwater facilities pursuant to Chapter 14.25 VMC; may be used to meet up to 50 percent of the total requirement specified in Subsection (a) above, provided that these areas are not fenced and are either accessible to pedestrians to the extent practical or are visually accessible from adjacent and adjoining common open space.

Finding: Based on information taken from county data, there are no mapped areas that contain environmental constraints within the subject site as listed in VMC 20.740 Critical Areas or 20.770 Tree, Vegetation, and Soil conservation. The applicant has not elected to use a portion of the stormwater facilities toward the open space requirement.

- The common open space designated to meet this requirement shall be permanently maintained by and conveyed to one of the following:
 - a. A homeowners' or property owners' association as regulated by state law.
 - b. A public agency that agrees to maintain the common open space and any buildings, structures or improvements placed within it.

Finding: A condition of approval has been added requiring the following note to be placed on the final plat, "**Home Owner Association is responsible for maintenance of all open space tracts listed on this plat.**"

- The applicant may not seek a variance or adjustment to reduce the minimum open space requirement specified in Subsection (2)(a) above.

Finding: The applicant did not request a variance or adjustment to the minimum open space requirement.

20.320 Subdivisions

Finding: Per VMC 20.320.040, to receive approval of a preliminary plat, the applicant must demonstrate compliance with the following criteria.

Public facilities provision

Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for transportation, water, storm drainage, erosion control and sanitary sewage disposal methods that are consistent with the city's current ordinances, standards and plans.

Finding: As discussed and conditioned in the following sections of this report, adequate provisions have been made for transportation, water, storm drainage, erosion control and sanitary sewage disposal.

Proposed improvements

Appropriate provisions have been made for proposed streets, alleys and public ways, utilities and other improvements that are consistent with the city's current ordinances, standards and plans, and Public Health and/or Washington State Department of Transportation standards and plans, where applicable.

Finding: The proposed land division will extend NE 24th Avenue north from NE 49th Street from the south. The extension of NE 24th Place will extend north through the site to NE 51st Street. The future residences will be required to connect to the city's water and sanitary sewer systems. The applicant's proposal, as discussed in the engineering section of this report, will meet the above-noted requirements as conditioned. Public Health requirements are noted in this report and made a condition of approval.

Open space and dedications

Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for open space, parks, schools, dedications, easements and reservations.

Finding: Provisions for the acquisition and maintenance of open space, parks and schools will be provided with the payment of school and park impact fees, paid upon the issuance building permits. Any required dedications, easements or reservations are required to be shown on the final plat.

Physical characteristics

The design of the proposed short subdivision or subdivision-site has taken into consideration the physical features of the site, including but not limited to topography, soil conditions, susceptibility to flooding, inundation or swamp conditions, steep slopes or unique natural features such as wildlife habitat or wetlands.

Finding: The physical characteristics of the site have been considered in the design of the subdivision as documented in this report.

Re-platting of existing subdivisions

When re-platting an existing subdivision, the short subdivision or subdivision shall comply with all the terms and conditions of the existing subdivision's conditions of approval.

Finding: No subdivision terms or conditions are known that impact the proposal.

Compliance with all requirements of this title

The proposed short subdivision or subdivision complies with all applicable requirements of this title unless modified through the approval.

Finding: The applicable requirements of Title 20 are addressed in this report and have been met or will be met with conditions of approval.

Compliance with state requirements

That the proposed short subdivision or subdivision complies with the requirements of RCW 58.17.110.

Finding: The Comprehensive Plan identifies goals and policies that are implemented through the city's Land Use and Development Code. They guide development in the City of Vancouver for the benefit of the public health, safety and general welfare. The proposed plat complies with these requirements by providing new housing units at the density anticipated by the zoning code, by providing the necessary infrastructure to serve the development, the payment of impact fees for schools, parks, and transportation, and by demonstrating that applicable laws can be complied with as conditioned; therefore, the public interest should be served by the proposed plat.

The proposed plat will assist in the expansion of the city's housing supply; it will facilitate development in an area that is largely developed and has urban services; it will implement city goals promoting development while limiting urban sprawl.

Vancouver Public Schools received notification of the proposed development to assist in the forecasting growth within each school. Any additional bus stop locations will be determined by the school district. A letter from Vancouver Public Schools regarding capacity is included as Exhibit 10.

This project complies with RCW 58.17.110.

Narrow Lot Additional Criteria

Land divisions which contain one or more residential lots having a width of less than 40 feet shall meet additional criteria of VMC 20.927.030 A, B and C.

Finding: The proposed development does not include lots less than 40 feet in width.

Street improvement standards

All proposed streets and street improvements shall comply with the provisions of Title 11 and approved transportation standards details on file with the Transportation Department.

Finding: As stated in the Transportation section of this report, street improvements will comply with the provisions of Title 11, subject to the conditions of approval.

Blocks

The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, and control; safety of motor vehicular, bicycle and pedestrian traffic; and recognition of limitations and opportunities of topography.

Sizes of blocks

Blocks shall not exceed 1,300 feet in length between street lines, except blocks adjacent to arterial streets or unless a previous adjacent layout or topographical conditions justify variation. The recommended minimum distance between intersections of arterial streets is 1,800 feet. Minimum length of a block shall not be less than 180 feet.

Finding: The proposed block complies with the above standards.

Easements for utility lines

Easements for sewers, drainage, water lines, electric lines or other public use utilities shall be provided. The size and location of the easement shall be reviewed and approved by the appropriate utility provider.

Finding: All water, storm and sanitary sewer lines constructed within the public right of way do not require easements. However, if these lines, hydrants, water meters or other utilities are constructed outside the public right of way, dedication or easements will be required prior to final plat approval.

Watercourses

If a subdivision is traversed by a watercourse such as a drainage way, channel or stream, there shall be provided a stormwater easement for the width of the watercourse plus 15 feet on each side of the watercourse. Streets or parkways parallel to a major watercourse may be required.

Finding: No watercourse traverses the property.

Pedestrian/bicycle ways in and through residential subdivisions

In blocks over 800 feet in length, a pedestrian/bicycle way with a minimum width of 16 feet shall be required through the middle of the block when required by the transportation manager for public convenience and safety; 12 feet of the 16-foot corridor shall be paved in a durable material. If unusual conditions require blocks longer than 1,200 feet in length, two pedestrian/bicycle ways shall be required. When required by the transportation manager for public convenience and safety, pedestrian ways shall be required to connect cul-de-sacs or to pass through unusually shaped lots.

Finding: No blocks are being created over 800 feet in length by this subdivision.

Flag lots

Flag lots may be permitted, provided that the minimum width of the flag stem is 15 feet for a single lot and 20 feet for a shared flag access, and it is in compliance with fire access standards contained in VMC 16.04.150. No more than four lots may be accessed from a single flag stem. A private maintenance agreement shall be recorded for driveways which serve more than one lot.

Finding: No flag lots are proposed.

Lot side lines

Side lines, as far as practical, shall run at right angles to the street on which the lot faces.

Finding: Side lot lines, as far as practical, run at right angles to the adjacent street.

Lot frontage. With the exception of flag lots, all lots shall abut on a public or private street with a minimum frontage of not less than 20 feet.

Finding: Each lot will have 20 feet or more of frontage.

Parks and playgrounds. The review authority shall see that appropriate provision is made for parks and playgrounds to serve the proposed subdivision.

Finding: Park impact fees assessed for the future residences are to be used for the acquisition of new parklands and improvements to existing parks.

Narrow lot land divisions. Land divisions which contain one or more residential lots having a width of less than 40 feet shall meet the development standards of VMC 20.927.040.

Finding: The proposed lots are greater than 40 feet in width.

Existing trees. All subdivision developments shall comply with the tree and vegetation management provisions contained in Chapter 20.770 VMC Tree Conservation.

Finding: The proposal complies with the tree conservation ordinance, as noted in the tree conservation section of this report.

Conclusion: The proposal complies with the subdivision development standards as conditioned.

20.410.030-1 Lower-Density Residential Districts Use Table

Finding: Per Table 20.410.030-1, detached single-family dwellings are a permitted use in the R-9 zoning district provided the minimum required residential density is met, on an overall project basis.

Conclusion: The proposal complies with the use restrictions of the R-9 zone. Minimum and maximum densities are addressed within this report.

20.410.040 Minimum and Maximum Densities

Finding: The maximum density in the R-9 zone is 8.7 units per acre and the minimum density is 5.9 units per acre. The planned development standards of 20.260.020 allow a density bonus of 15 percent. The proposed 33-lot subdivision meets minimum and maximum allowed density.

Zone	Net Site Area	Minimum Units Allowed	Maximum Units Allowed	Maximum Units Allowed with 15% Bonus
R-9	3.65 acres	22	32	37

20.410.050-1 Development Standards in Lower-density Residential Zones

Standard	R-9	Proposal
Minimum Lot Size	5,000	3,742 [#] sf
Maximum Lot Coverage*	50%	60% [#]
Minimum Lot Width	N/A with PD	40'
Minimum Lot Depth	N/A with PD	94'
<i>Minimum Setbacks</i>		
Front yard*	10'	10'
Rear and through yards *	5'	5'
Side yard*	0' ² /5'	0' ² /5'
Street side yard*	None in PD	Varies
Garage/Carport from public/private street right of way or sidewalk easement*	18'	18'
Garage/Carport from alley*	5'	18'
Maximum Height*	35'	35'
Minimum Landscaping Requirement* (percentage of total net area)	10%	10%

² See requirements for zero lot line developments pursuant to Section 20.910.050 VMC. *Planned Developments to not have side yard setback standards as long as the adopted building codes are met.*

*Verified for compliance during individual site building permit review

[#] The applicant has proposed an adjustment through the planned development for this change.

Finding: The proposed lots comply with the above standards as adjusted by the planned development addressed within this report. Development standards for houses will be reviewed at the time of building permit application.

20.710 Archaeological Resource Protection

Finding: This project is not located within an area of high probability for the discovery of archaeological resources; therefore, a predetermination was not required as part of the application. However, if any cultural or historical resources are discovered during construction activity, construction shall cease until a qualified archaeologist assesses the find. **Prior to final civil and plat approval, a note shall be added to the plans and plat stating: “In the event that archaeological deposits are encountered during construction, work shall be halted immediately and the City of Vancouver’s Community and Economic Development Department and the Washington State Department of Archaeology and Historic Preservation shall be notified in order for the findings to be investigated and assessed by a professional archaeologist.”**

Conclusion: The proposal complies with the Archaeological Resource Protection ordinance as conditioned.

20.770 Tree Conservation

Finding: Based on the net site area of 3.65 acres, a minimum of 110 trees units are required. The tree plan shows 113 tree units to be planted. This meets the minimum tree density requirement of 30 tree units per acre.

Prior to civil approval

Show tree protection and measures on grading plan protecting off-site trees.

Increase diversity by planting reducing Alaskan Green Arrow and planting Incense Cedars 15-20 feet on center in groupings. Use only straight species Alaskan Yellow Cedar not Green Arrow.

Show on the plans a maximum of two trees on each lot due to size of the lots and spacing.

Show plant grouping of trees within the open space on the plans.

Street trees cannot count towards tree density; however are required along private and public streets. Identify street trees within the Plant Legend by adding another column for Tree Units so that there is a column for Quantity and Tree Units.

Pay some of the trees into the city tree fund at a rate of \$550.00 per tree unit if you cannot keep trees at least 15 feet on center.

20.790 SEPA

Finding: The applicant submitted an environmental checklist for review. Staff issued a Notice of Application and optional SEPA Determination of Nonsignificance (DNS) May 6, 2020. Comments were received from Ecology and Southwest Washington Clean Air Agency during the 30-day public comment period. A final Notice Determination of Nonsignificance (DNS) was issued June 12, 2020 (Exhibit 6).

The SEPA appeal period ended June 25, 2020. No appeals were received.

20.910.050 Zero Lot Line Developments

Finding: The proposed development includes zero lot lines. Zero lot lines buildings will be reviewed at the time of building permit submittal.

Additional Development Standards

20.915 Impact Fees

Finding: This project is subject to park, transportation and school impact fees. For a single-family residential subdivision, a per-lot impact fee shall be calculated at the time of preliminary plat approval, **noted on the face of the final plat**, and imposed on a per-lot basis at the time of individual building permit issuance.

Fee Type	Fee per new single-family dwelling
Park District B	\$2,379.00
Vancouver School District	\$2,880.75
Traffic Impact – Columbia Subarea	\$1,437.27

20.925 Landscaping

Finding: Street trees are required for all projects fronting on a public street or private street. Street trees shall be between 20-30 feet on center depending on conflicts such as street lights. Street trees shall not be more than 30 feet on center. Street trees shall not be closer than 15 feet to street lights.

Prior to civil approval, street trees within 4-foot planters shall be either: Persian Parrotia (*Parrotia persica* 'Ruby Vase' or 'Vanessa'), Amur Maackia (*Amur Maackia*) or Rocky Mountain Glow Maple (*Acer grandidentatum*). October Glory maple is too large for a small planter strip. All street trees must be at least two inches in size or greater and have high heads which means no lower branches. Any deviation shall be approved by the City's Urban Forester.

Prior to civil approval, root barriers are required. Identify root barriers along all curbs and sidewalks. Include root barrier detail.

Prior to civil approval, include this note on plans:

Trees and Shrubs in Sight Distance Triangles:

All shrubs within sight distance triangles shall be maintained so that foliage height above pavement does not exceed 2.5 feet. Street trees within sight distance triangles shall be limbed up to a height of 10 feet consistent with ANSI A300 standards to provide for sight distance visibility.

20.945 Parking

Finding: Each new single-family residence will require one off-street parking space. The space must be a minimum 9 feet wide by 17 feet deep, paved and located outside the minimum setbacks. Each lot will be reviewed for compliance with this requirement at the time of building permit review.

20.970 Solid Waste Disposal and Recycling

Narrow lot projects are subject to specific standards with regard to solid waste collection established by VMC 20.927.

Concerning Cart Set Out

Finding: The proposed Minnehaha West Subdivision with 33 lots will have to plan for future garbage and recycling service. Each lot will be most likely served as a single-family customer; each will have cart for garbage and recycling and a bin for glass. As proposed, the collection will take place along NE 24th Place and in the alley. The applicant is required to illustrate on plans cart set out location for each lot. Lots 4, 5 and 6 will require alternate staging location.

Prior to final civil approval the applicant shall revise plans to show designated collection point for two carts per lot. Common collection points for Lots 4, 5 and 6 must be shown on plans.

Conclusion: The proposal can satisfy solid waste requirements for cart set out as conditioned.

Concerning Solid Waste Collector Access

Finding: The collection appears possible along the NE 24th Place and with the proposed public alley. The applicant is encouraged to install 'No Parking' signage within the alley, north of Lot 23, to ensure access for collection trucks on service days.

Conclusion: The proposal complies with solid waste requirements for providing collector access.

11.70 Transportation – Concurrency

Finding: The applicant is proposing to subdivide two parcels totaling 4.76-acres into 33 residential lots utilizing the narrow lot development standards for the construction of single-family detached zero lot line homes. The project is located at 2400 and 2416 NE 49th Street. The site is currently occupied by two single-family homes, which will be demolished. Access to the majority of the lots will be by way of a new public street connecting to NE 49th Street, access to 11 lots in the center of the site will be by way of a public alley, and access to three of the lots in the southeast corner of the subdivision will be by way of a private street connecting to the new public street.

The applicant submitted a Trip Generation and Distribution Report, dated Jan. 24, 2020, from Lancaster Mobley. Trip generation rates were based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition, utilizing Land Use Code 210 – Single-Family Detached Housing. Based on this information, the proposed project will generate 294 new Average Daily Trips (ADT), including 23 new a.m. peak hour trips and 31 new p.m. peak hour trips. City of Vancouver policy is to assume 10 daily trips for a single-family home; therefore the assumed number of ADT generated by this project will be 310 trips. The submitted documentation fulfills the city's requirements for concurrency analysis.

Pursuant to VMC 11.70.090, the segment of St. Johns Rd / Ft. Vancouver Way between Mill Plain Boulevard and 63rd Street is designated as a Category 1 Concurrency corridor, which stipulates that the corridor is operating at or above the city's adopted level of service standards. Based on the traffic report, the proposed development will generate nine new p.m. peak hour trips to this corridor. This is not anticipated to cause the corridor to drop below the adopted level of service standard.

The proposed use is located within the #194 Transportation Analysis Zone. The proposed project contributes p.m. peak hour trips to the following Transportation Management Zones (TMZ):

Corridor Name	Corridor Limit	PM Peak Trips
Mill Plain Blvd.	Fourth Plain Blvd to I-5	1
St. Johns Rd / Fort Vancouver Way	Mill Plain Blvd to 63 rd Street	9
Fourth Plain Blvd	Mill Plain Blvd. to I-5	1
Fourth Plain Blvd	Andresen Road to I-205	1
Andresen Road	Mill Plain Blvd. to SR-500	1
Andresen Road	SR-500 to 78 th Street	1
112 th Avenue	28 th Street to 51 st Street	1
Burton Road / 28 th St.	18 th Street to 112 th Ave.	1

Based on the above table, **prior to the issuance of civil plan approval, the applicant shall pay concurrency modeling fees totaling \$768.00.** Pursuant to the applicant's information, the project will not distribute trips to any other Transportation Management Zones. Transportation Impact Fees (TIF) are imposed per VMC 20.915. See the section of this staff report addressing VMC 20.915 for calculation of TIF.

Conclusion: The proposed development meets the requirements of VMC 11.70 as conditioned.

11.80 Transportation – Street & Development Standards

Finding: The applicant is proposing to subdivide two parcels totaling 4.76-acres into 33 residential lots utilizing the narrow lot development standards for the construction of single-family detached zero lot line homes. The project is located at 2400 and 2416 NE 49th Street. The site is currently occupied by two single-family homes, which will be demolished. Access to the majority of the lots will be by way of a new public street connecting to NE 49th Street, access to 11 lots in the center of the site will be by way of a public alley, and access to three of the lots in the southeast corner of the subdivision will be by way of a private street connecting to the new public street.

Northeast 49th Street is designated a collector arterial which requires a minimum 30 feet half-width right of way and 19 feet paved street half-width per city standard plan T10-13. The existing road along the property frontage of NE 49th Street includes asphalt roadway only. **Prior to the issuance of final subdivision approval, the applicant shall provide the following improvements to NE 49th Street, per City of Vancouver standards:**

- **Dedicate public right of way if necessary to meet the minimum right of way half-width.**
- **Install additional pavement width, curb, gutter, planting strip, and detached sidewalk.**
- **Install ADA ramps and driveway approaches, per the applicable city standards.**
- **Street lighting must be installed or updated to current city standards. See street lighting comments below.**
- **Maintain temporary construction traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.**
- **Utility trenching shall be restored per T05-04 A&B and T05-06 A&B (CDF). Asphalt restoration shall meet T05-01 A&B and T05-07. A single continuous width restoration is required.**

Northeast 24th Avenue is designated a neighborhood circulator which requires a minimum 27 feet half-width right of way and 18 feet paved street half-width per city standard plan T10-14. Alexander Estates, the project directly to the west of Minnehaha West PD Subdivision, has approved plans to construct a 20-foot pavement section within 32 feet of right of way. **Minnehaha West PD Subdivision shall provide right of way dedication and pavement width to complete the full-width dimensions of city standard plan T10-14. Prior to the issuance of final subdivision approval, the applicant shall provide the following improvements to NE 24th Avenue, per City of Vancouver standards:**

- **Dedicate public right of way if necessary to meet the minimum right of way half-width.**
- **Install additional pavement width, curb, gutter, planting strip, detached sidewalk, and corner ADA ramps.**
- **Street lighting must be installed or updated to current city standards. See street lighting comments below.**

- **The curb radius at the NE corner of NE 49th Street & NE 24th Avenue shall be a minimum of 35 feet per the design criteria tables of VMC 11.80.040.C-1. Right of way dedication may be required.**
- **Maintain temporary construction traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.**
- **Utility trenching shall be restored per T05-04 A&B and T05-05. Asphalt restoration shall meet T05-01 A&B and T05-07. A single continuous width restoration is required.**

The internal subdivision street, NE 24th Place, is designated a local access street which requires a minimum 50 feet full-width right of way and 28 feet paved street width per city standard plan T10-15B. The applicant has submitted a request for a technical modification concerning NE 24th Place to allow a change to the standard local access street section for NE 24th Place. VMC Table 11.80.040(C.1) and city standard plan T10-15B require full right of way width of 50 feet, curb-to-curb pavement width of 28 feet, 5-foot planter strips, and 5-foot detached sidewalks on both sides of the street. The applicant requests to modify the standard street section as follows: eliminate the detached walk and planter strip on one side of the street, reduce the width of the remaining planter strip to three feet, and place the single planter strip and 5-foot detached walk in a public easement. The paved street width would meet the current standard section requirement of 28 feet. The overall width of the public right of way would extend from back-of-curb to back-of-curb, totaling 29 feet. **This request has been reviewed and approved by the city. It should be noted that this approval does not address the proposed locations of required street trees. Street tree locations must be approved by City Planning and the Urban Forester.**

The preliminary plat and site plan submitted by the applicant indicates the intention to obtain a minor modification to allow a reduction of driveway access spacing for all the driveway accesses on NE 24th Place and all the driveway accesses on the proposed alley. VMC 11.80.110(B) requires driveways to be spaced a minimum of five feet from property line, a minimum of 10 feet from adjacent driveways, and a minimum of 30 feet from near edge of curb return for the intersecting local street. The applicant intends to reduce the driveway spacing as necessary to allow standard driveways to be constructed on the proposed narrow lots. **Transportation staff supports this proposal and will approve such a minor road modification. Prior to civil plan approval, the applicant must submit a minor road modification request to allow the proposed driveway spacing.**

Prior to the issuance of final subdivision approval, the applicant shall comply with all conditions and requirements set forth in the approved and pending road modifications and shall provide the following improvements for NE 24th Place:

- **Dedicate public right of way per the approved road modification.**
- **Install asphalt street, curb, gutter, planting strip and detached sidewalk on one side of the street, ADA ramps, and driveway approaches, per the approved road modification and applicable city standards.**
- **Install 'No Parking – Fire Lane' signs at appropriate spacing along the entire south and east sides of the street. (Parking will be allowed on the side of the street opposite from the driveways.)**
- **Install new street lights as necessary, per current city standards. See detailed information below.**
- **Install traffic control devices as warranted and storm drainage(as required by the city stormwater ordinance.**

Northeast 51st Street is designated a local access street which requires a minimum 25 feet half-width right of way and a minimum 16 feet half-street paved width per city standard plan T10-15A. Per VMC 11.80.080(E) and city standard plan T10-03, half-width streets may be permitted as a temporary improvement to a minimum width of 16 feet, or one-half of the standard, whichever is greater. Full width right of way exists along the project frontage of NE 51st Street. No additional right of way is required. **Prior to the issuance of final subdivision approval, the applicant shall provide the following improvements to NE 51st Street, per City of Vancouver standards:**

- **Install 16-foot half-street pavement width, curb, gutter, planting strip, detached sidewalk, and corner ADA ramp. Since the right of way is extra wide at this location, the basis of design for the street improvements shall be a centerline located 25-feet from the opposite right of way line.**
- **Street lighting must be installed or updated to current city standards, unless Traffic waives the need for street lighting on this short length of street. See street lighting comments below.**
- **The curb radius at the southeast corner of NE 51st Street & NE 24th Place shall be a minimum of 25 feet per the design criteria of VMC Table 11.80.040.C-1. Right of way dedication may be required.**
- **Maintain temporary construction traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.**

As discussed above, primary access to 11 of the lots will be by way of a public alley. The alley shall meet the general requirements of city standard plan T10-19, with the exception that the typical rolled curb will be replaced with flat curb as allowed in narrow lot subdivisions. **Prior to civil plan approval, the applicant must provide a fire access plan demonstrating that emergency service vehicles can travel the entire length of the alley.**

Prior to the issuance of final subdivision approval, the applicant shall construct the interior alley with the following City of Vancouver standard improvements:

- **Dedicate 20-foot public right of way and install 20-foot paved width (minimum).**
- **Install flat curbs on both sides of the alley per city standard plan T01-01A.**
- **Install a 2-foot center gutter pan.**
- **Install 'No Parking – Fire Lane' signs at appropriate spacing along both sides for the entire length of the alley.**

As discussed above, access to three of the lots will be by way of a private street. Per VMC Table 11.80.070.C-3, a private street serving no more than four dwellings which is less than 200 feet long – as measured from the intersecting curb line to the end of the private street – is not required to have a turnaround. Therefore, the applicant is not required to construct a turnaround at the terminus of the private street. **Prior to the issuance of final subdivision approval, the applicant shall dedicate a private street easement or tract with adequate width to protect the private street, and must install City of Vancouver standard private street improvements including a minimum of a 12-foot wide street surface, and storm drainage as required by the city stormwater ordinance.**

Per VMC 11.80.050 (H), a statement with the following language is required on the face of any plat or short plat containing a private street:

WARNING: City of Vancouver has no responsibility to improve or maintain the private streets contained within or private streets providing access to the property described in this plat, nor does the City of Vancouver have responsibility for any of the infrastructure associated with the roadway such as sidewalks, drainage facilities, street lights, curbs, or landscaping.

Per VMC 11.80.050 (I), where private streets are included in plats/subdivisions that include conditions, covenants and restrictions (CCRs), the CCRs must include the following statement:

WARNING: City of Vancouver has no responsibility to improve or maintain the private streets contained within or private streets providing access to the property described in this plat, nor does the City of Vancouver have responsibility for any of the infrastructure associated with the roadway such as sidewalks, drainage facilities, street lights, curbs, or landscaping.

The CCRs also must include terms and condition of responsibility for liability, maintenance, maintenance methods, standards, distribution of expenses, remedies for noncompliance with the terms of the agreement, right of use easement, and other considerations.

Per VMC 11.80.050 (J), the city will not maintain streets, signs, street lights, or drainage improvements associated with a private street. Prior to final inspection and approval of a private street, a maintenance agreement must be recorded with the Clark County Auditor as a covenant running with the land for any and all parcels served, or potentially served. The agreement must set forth the terms and conditions of responsibility for liability, maintenance, maintenance methods, standards, distribution of expenses, remedies for noncompliance with the terms of the agreement, right of use easements, and other considerations. The agreement also must include the creation of a private street maintenance fund and the annual assessment.

Prior to the issuance of final subdivision approval, the applicant shall provide a shared access and maintenance agreement, as described above. The agreement shall be recorded on all parcels that are party to the private roadways.

Street lighting is required on public streets per VMC 11.80.090 and on private streets per VMC 11.80.050(L). Any substandard street lighting shall be required to be upgraded to current city standards as part of this project. Street lighting shall be installed and/or updated to meet the design standards per city standard plans T21-01A through T21-01D. If the applicant proposes to retain the existing lighting or install lighting that exceeds the maximum spacing requirement a photometric analysis will be required to ensure the lighting level standards are met. If the maximum spacing per T21-01A is met, the photometric analysis is not necessary.

When required, photometrics shall be analyzed in zones. Zones for each direction of travel of a straight roadway are done in luminance method. Intersections, sidewalks, and curved roadway sections are their own zones and done in illuminance. Average maintained luminance is measured in candela per square meter. Veiling luminance shall be shown. Average maintained illuminance is measured in foot-candles. Stationing is a required item on the lighting plans. IES files for lighting software can be obtained from lighting manufacturer. Use lighting materials from the City of Vancouver approved material list.

New lights will be LED and existing HPS lights will be retrofitted to LED unless otherwise noted by Traffic. Any new or existing lights that are within ten feet of primary power and/neutral lines, will

require the developer to raise the power lines. The developer will need to work with Clark Public Utilities for requirements and costs.

Conclusion: The proposed development meets the requirements of VMC 11.80 as conditioned.

Water

Finding: There is an existing 8-inch AC water main in NE 49th Street. There is also an 8-inch main in NE 24th Avenue stubbed to the north side of NE 51st Street. There is a proposed project (Alexander Estates) on the parcel to the west that does not yet reached plan approval. This project is proposing to connect an 8-inch ZDI main from NE 49th Street north to a proposed NE 50th Street with a stub to the east.

The applicant is proposing to connect to the 8-inch AC main in NE 49th Street and extend an 8-inch ZDI through the site to serve all proposed domestic meters and fire hydrants. The new 8-inch ZDI main will be extended into NE 51st Street.

Additional requirements may be outlined during the detailed site plan review process, meeting the water requirements as detailed in the *General Requirements & Details for the Design and Construction of Water, Sanitary Sewer and Surface Water Systems* (latest revision).

Conclusion: The submitted plans indicate the requirements can be met.

Sewer

Finding: There is an existing public sewer in NE 24th Avenue to the north of NE 51st Street alignment. There is a manhole (City MH 12983) on the upstream end of the sewer, just north of NE 51st Street, with a recorded Invert Elevation (IE) of 220.03 feet and a depth of 17.1 feet.

There is an existing manhole (City MH 15216) on a public sewer to the northeast of the proposed development. The sewer drains into the manhole from the east in NE 51st Street and drains out of the manhole to the north in NE 25th Place. MH15216 has a recorded IE of 214.87 feet and a depth of 17.93 feet.

The existing public sanitary sewers in NE 24th Avenue and NE 25th Court, South of NE 49th Street are too shallow to adequately serve the site (a recorded IE of 241.6 feet or more).

Sewer service requires the applicant to extend an 8-inch diameter public sewer to and through the proposed development to front each lot and each building to be served. Construct the public sewer from MH 15216, south and west, at adequate depth and slope to serve the entire subject parcel with gravity-flow sewer.

Public sewer extension or a public sewer easement to the western property line of the subject property, and construction at adequate depth and slope to serve parcels to the west of the subject parcel that are currently not served with public sewer, may be required.

Conclusion: Public sanitary sewer is available at the site and construction standards for public sewer construction and private sewer lateral connections can be met.

(Prior to Construction)

Obtain all required permits to complete the sewer construction.

(Prior to Final Site Plan Approval)

Satisfy all of the submittal and other related requirements itemized in the projects upcoming Notification of Civil Plan Approval (plan approval letter).

14.24 Erosion Control

Finding: The project will disturb over an acre of land during construction and submittal of a Stormwater Pollution Prevention Plan (SWPPP) will be required. The majority of the site will be disturbed during construction. The site has moderate slopes which must be protected during construction. The proposed storm system relies on infiltration and must be protected from sediment and sediment laden runoff. The applicant has submitted a preliminary erosion control plan and has demonstrated that the requirements of the ordinance can be met for the project. A final erosion/sediment control plan shall be submitted for civil review.

14.25 Stormwater

Finding: The project will create more than 5,000 square feet of hard surfaces and is subject to Minimum Requirements 1-9 of the Western Washington Municipal Stormwater Permit. The applicant has proposed to treat runoff from the site in bioretention facilities and infiltrate treated runoff on-site. The proposed infiltration system includes use of corrugated metal pipe (CMP) which is not allowed for public stormwater improvements. The final plans shall specify a city approved pipe type for this facility. The applicant has submitted a preliminary stormwater plan and a preliminary stormwater report and has demonstrated that the requirements of the ordinance can be met for the project. A final stormwater plan and a final storm water report plan shall be submitted for civil review.

Fire

Finding: The fire department has reviewed the proposed project and determined that it can meet the requirements of VMC Title 16 and the International Fire Code.

Building

Finding: Per 17.08.090, a building department plan review and permit will be required for this project. Building shall comply with the applicable codes listed in 17.08.010 in effect at the time of building permit application. A complete building code review of plans is not performed during site plan review. Filing of building permit application with required fees and review material is required for a complete building code review. At this time, plans and information necessary to verify compliance with all applicable building code provisions is neither required nor provided.

Finding: Plans provided propose to subdivide two parcels at 4.7 acres into 33 single-family residential lots. This will be a detached homes zero lot line development.

Finding: Maintenance agreements are required. A recorded maintenance agreement providing for access to the adjoining property and building to facilitate repairs for all eaves, trim, gutters, etc., which cross the real property line, must be provided at the time of building permit application. (VMC 20.910.050)

Finding: The building wall on the zero-foot yard setback shall be constructed of window-free, fire resistive construction per the Building Code standards of Title 17, no portion of which shall project over any property line. The construction shall be subject to review by the building official.

Finding: Exterior walls located closer than five feet to a property line or an assumed property line shall be one hour fire rated from both sides. The maximum allowable combined window and door opening is 25 percent of the wall area.

Exterior walls closer than three feet to property lines shall have no openings allowed. Eave projections may not extend more than 12 inches into the area where openings are prohibited. Therefore, projections cannot be closer than two feet to the property line.

Eaves extending into the 5-foot setback shall have a minimum one hour fire rated protection from the underside. **the exception to the fire rated protection is to provide solid fire blocking from the top plates of the wall to the roof sheathing.

Eave vent openings are not allowed on projections extending closer than five feet to the property line. Eaves may not extend closer than two feet to a property line IRC R302.1.

Prior to final grading: A final summary report by the geotechnical engineer of record shall be prepared and submitted to the City of Vancouver that states that the project soils were prepared in accordance with the governing geotechnical report and construction documents. Provide a current report with lot specific conditions and compaction test results by final grading.

Please send to inspectionreports@cityofvancouver.us .

Prior to final grading: Geotechnical report required for tree excavating and root systems removal with compaction reports. A letter from the geotechnical engineer of record showing compliance and summarizing field observations and inspections will be required prior to footing inspection.

RECOMMENDATION

Staff hereby recommends the Hearing Examiner recommend to City Council approval of the planning development and subdivision with conditions as noted below and throughout this report. Based upon the analysis and findings herein, the criteria for approval have been satisfactorily met, or shall be met with the conditions of approval and no significant adverse impacts have been identified. This approval does not grant the right to permits, but only determines the development can meet the requirements of the applicable ordinances as described in this report.

CONDITIONS OF APPROVAL

Prior to Civil Plan Approval

1. Upload the civil plan review set showing all the revisions requested as well as all necessary reports (geotechnical, hydrology, traffic analysis, road modification, etc.). Include a detailed site plan in the civil plan review set. For questions on these requirements please contact 360-487-7804.
2. Grading plan review fees will be due upon submittal of civil plans for review. Contact Permit Center staff at 360-487-7802 to obtain a fee quote.
3. Mains and fire hydrants shall be shown with minimum fire flow provided as required by 2015 International Fire Code Appendix B, B105.2 and Table B105.1.
4. Add a note to the grading plan stating: "In the event that archaeological deposits are encountered during construction, work shall be halted immediately and the City of Vancouver's Community and Economic Development Department and the Washington State Department of Archaeology and Historic Preservation shall be notified in order for the findings to be investigated and assessed by a professional archaeologist."
5. Show tree protection and measures on grading plan protecting off-site trees.
6. Increase diversity by planting reducing Alaskan Green Arrow and planting Incense Cedars 15-20 feet on center in groupings. Use only straight species Alaskan Yellow Cedar not Green Arrow.
7. Show a maximum of two trees on each lot due to size of the lots and spacing.
8. Show on the plans plant grouping of trees within the open space.
9. Street trees cannot count towards tree density however are required along private and public streets. Identify street trees within the Plant Legend by adding another column for Tree Units so that there is a column for Quantity and Tree Units.
10. Pay some of the trees into the city tree fund at a rate of \$550.00 per tree unit if you cannot keep trees at least 15 feet on center.
11. Street trees within 4-foot planters shall be either: Persian Parrotia (Parrotia persica 'Ruby Vase' or 'Vanessa'), Amur Maackia (Amur Maackia) or Rocky Mountain Glow Maple (Acer grandidentatum). October Glory maple is too large for a small planter strip. All street trees must be at least two inches in size or greater and have high heads which means no lower branches. Any deviation shall be approved by the City's Urban Forester.
12. Root barriers are required. Identify root barriers along all curbs and sidewalks. Include root barrier detail.
13. Revise plans to show designated collection point for two carts per lot. Common collection points for Lots 4, 5 and 6 must be shown on plans.
14. Pay concurrency monitoring fees totaling \$768.00.
15. An erosion control plan shall be submitted and approved prior to clearing, grading or construction. The plan shall be designed according to the City of Vancouver's General Requirements and Details.

16. Submit a minor road modification request to allow the proposed driveway spacing.
17. Submit a separate fire response plan.
18. Provide a Fire Access Plan demonstrating that emergency service vehicles can travel the entire length of the alley.

Prior to combustible construction

19. Fire hydrants for emergency use shall be installed, approved and maintained.
20. Fire apparatus access shall be provided and maintained.

Prior to or during construction

21. Temporary address signage shall be visible and legible from the street fronting the property for emergency response during construction.
22. Obtain all required permits to complete the sewer service lateral construction.
23. If an on-site sewage system is found during development, it must be properly abandoned. The proposed development must connect to an approved public sewer system.
24. If a well is found during development, it shall be properly decommissioned by a licensed well driller. The proposed development must connect to an approved public water system.
25. Comply with the requirements of the Clark County Public Health Development Review letter dated Feb. 4, 2020.
26. Comply with the requirements in Southwest Clean Air Agency's letter dated June 4, 2020.
27. Comply with the requirements in the Department of Ecology's letter dated June 5, 2020.

Prior to Final Plat Approval

28. Submit a final plat application along with two full size copies and one reduced 8 1/2 x 11 copy of the proposed plat and tree/landscape plan. Applications can be found under Building, Planning and Environment on the City of Vancouver website, www.cityofvancouver.us.
29. Provide the following improvements to NE 49th Street, per City of Vancouver standards:
 - a. Dedicate public right of way if necessary to meet the minimum right of way half-width.
 - b. Install additional pavement width, curb, gutter, planting strip, and detached sidewalk.
 - c. Install ADA ramps and driveway approaches, per the applicable city standards.
 - d. Street lighting must be installed or updated to current city standards. See street lighting comments below.
 - e. Maintain temporary construction traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
 - f. Utility trenching shall be restored per T05-04 A&B and T05-06 A&B (CDF). Asphalt restoration shall meet T05-01 A&B and T05-07. A single continuous width restoration is required.
30. Provide the following improvements to NE 24th Avenue, per City of Vancouver standards:
 - a. Dedicate public right of way if necessary to meet the minimum right of way half-width.
 - b. Install additional pavement width, curb, gutter, planting strip, detached sidewalk, and corner ADA ramps.
 - c. Street lighting must be installed or updated to current city standards. See street lighting comments below.

- d. The curb radius at the NE corner of NE 49th Street & NE 24th Avenue shall be a minimum of 35 feet per the design criteria tables of VMC 11.80.040.C-1. Right of way dedication may be required.
 - e. Maintain temporary construction traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
 - f. Utility trenching shall be restored per T05-04 A&B and T05-05. Asphalt restoration shall meet T05-01 A&B and T05-07. A single continuous width restoration is required.
31. Provide the following improvements for NE 24th Place:
- a. Dedicate public right of way per the approved road modification.
 - b. Install asphalt street, curb, gutter, planting strip and detached sidewalk on one side of the street, ADA ramps, and driveway approaches, per the approved road modification and applicable city standards.
 - c. Install 'No Parking – Fire Lane' signs at appropriate spacing along the entire south and east sides of the street. (Parking will be allowed on the side of the street opposite from the driveways.)
 - d. Install new street lights as necessary, per current city standards. See detailed information below.
 - e. Install traffic control devices as warranted and storm drainage as required by the city stormwater ordinance.
32. Provide the following improvements to NE 51st Street, per City of Vancouver standards:
- a. Install 16-foot half-street pavement width, curb, gutter, planting strip, detached sidewalk, and corner ADA ramp. Since the right of way is extra wide at this location, the basis of design for the street improvements shall be a centerline located 25-feet from the opposite right of way line.
 - b. Street lighting must be installed or updated to current city standards, unless Traffic waives the need for street lighting on this short length of street. See street lighting comments below.
 - c. The curb radius at the southeast corner of NE 51st Street & NE 24th Place shall be a minimum of 25 feet per the design criteria of VMC Table 11.80.040.C-1. Right of way dedication may be required.
 - d. Maintain temporary construction traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.
33. Construct the interior alley with the following City of Vancouver standard improvements:
- a. Dedicate 20-foot public right of way and install 20-foot paved width (minimum).
 - b. Install flat curbs on both sides of the alley per city standard plan T01-01A.
 - c. Install a 2-foot center gutter pan.
 - d. Install 'No Parking – Fire Lane' signs at appropriate spacing along both sides for the entire length of the alley.
34. Dedicate a private street easement with adequate width to protect the private street, and must install City of Vancouver standard private street improvements including a minimum of a 12-foot wide street surface, and storm drainage as required by the city stormwater ordinance.
35. A note shall be added to the plat stating that all lots conform to the City of Vancouver driveway spacing standards, per VMC 11.80.110, and/or the approved minor road modification.
36. The following note to be placed on the final plat: "Home Owner Association is responsible for maintenance of all open space tracts listed on this plat."

37. Satisfy all of the submittal and other related requirements itemized in the projects upcoming Notification of Civil Plan Approval (plan approval letter).
38. The following note shall be added to the final plat: "Development within this subdivision is subject to an approved tree plan. Tree removal is subject to approval by the City of Vancouver. All trees must be planted prior to occupancy per the approved tree plan."
39. Show all easements on the final plat.
40. Add a note to the plat that states: In the event that archaeological deposits are encountered during construction, work shall be halted immediately and the City of Vancouver's Community and Economic Development Department and the Washington State Department of Archaeology and Historic Preservation shall be notified in order for the findings to be investigated and assessed by a professional archaeologist.
41. Submit a copy of the final acceptance letter from the purveyor to the Public Health along with the final plat for signature.
42. Where private streets are include in plats/subdivisions the following statement must be included on the final plat: *WARNING: City of Vancouver has no responsibility to improve or maintain the private streets contained within or private streets providing access to the property described in this plat, nor does the City of Vancouver have responsibility for any of the infrastructure associated with the roadway such as sidewalks, drainage facilities, street lights, curbs, or landscaping.*
43. Where private streets are included in plats/subdivisions that include conditions, covenants and restrictions (CCRs), the CCRs must include the following statement: *WARNING: The City of Vancouver has no responsibility to improve or maintain the private streets contained within, or private streets providing access to, the property described in this plat, nor does the City of Vancouver have responsibility for any of the infrastructure associated with the roadway such as sidewalks, drainage facilities, street lights, curbs, or landscaping.*
44. Provide a shared access and maintenance agreement, as described above within this staff report. The agreement shall be recorded on all parcels that are party to the private roadways.

Prior to Issuance of Building Permits

45. Pay all applicable fees, including impact fees. Pursuant to Chapter 20.915 of the VMC, the Park, Traffic and School Impact Fees for a single-family residence in this plat are \$2,379.00 (Park District B) and \$1,437.27 (Columbia TIF District) and \$2,880.75 (Vancouver School District). Said fees will be recalculated for building permit application filed more than three years after preliminary plat approval. These fees do not constitute liens against the lots in this subdivision, but are collected as a condition of initial building permit issuance.
46. A final summary report by the geotechnical engineer of record shall be prepared and submitted to the City of Vancouver that states the project soils were prepared in accordance with the governing geotechnical report and construction documents. Provide a current report with lot specific conditions and compaction test results by final grading. Please send to inspectionreports@cityofvancouver.us.

Prior to Issuance of Certificate of Occupancy

47. All trees shall be planted in accordance with VMC 20.925.060
48. This project has been reviewed in accordance with the 2015 International Fire Code as adopted and amended by the Vancouver Municipal Code, Section 16.04. The applicant will be required to comply with all applicable codes and ordinances even in the absence of plan review comments.

EXHIBITS

1. Staff Report
2. Land Use Application
3. Applicant narrative
4. Development Plans
5. Notice of Application, Public Hearing, and Optional SEPA DNS dated May 6, 2020
6. Final DNS dated June 12, 2020
7. Clark County Public Health Development Review Evaluation dated Feb. 4, 2020
8. Letter from Department of Ecology dated June 5, 2020
9. Letter from Southwest Clean Air Agency dated June 4, 2020
10. Vancouver School District Capacity Letter dated Feb. 7, 2020
11. Trip Generation and Distribution Report by Lancaster Mobley dated Jan. 24, 2020
12. Trip and Traffic Impact Fee Worksheet dated June 5, 2020
13. Preliminary Stormwater Report by SGA Engineering dated March 12, 2020**
14. Geotechnical Investigation by Columbia West dated January 24, 2020 **
15. Road Modification Narrative
16. Public Comment

**Because of the size of the exhibit, it is not included with this report. The document is available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibit.



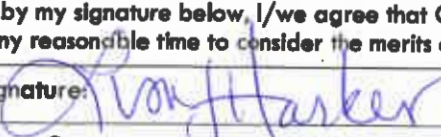
Planning Permit Application

LAND USE PRELIMINARY APPLICATION (LUP)

415 W 6th ST ~ Vancouver, WA 98660, P.O. Box 1995 ~ Vancouver, WA 98668, Phone (360) 487-7800

Email completed application to aplans@cityofvancouver.us

EXHIBIT 2

REVIEW TYPE (Check one review and one process type)				
Review Type: ☐ Type I ☐ Type II ☐ Type III ☒ Type IV ☐ Tree Removal Only (nuisance or hazard)				
Process Type: ☒ Standard ☐ Streamline (Type II Applications only - Pre-submittal Meeting required)				
USE				
☒ Single-Family		☐ Commercial	☐ Multi-family	☐ Industrial
☐ Duplex		☐ Wireless Communications Facility (new) see VMC 20.890		
PROJECT INFORMATION				
Site Acreage: 4.6	Zoning: R-9	Sewer: ☐ Septic ☒ Public	Water: ☐ Well ☒ Public	
Proposed # of Lots: 33		Dwelling Units:		
Non-Residential Bldg. Square Footage:		Ground Floor:		Total of All Upper Floors:
Hard Surface Area Square Feet - New:		Replacement:		Total:
PROJECT NAME AND LOCATION				
Proposed project name: Minnehaha West PD Subdivision				
Project site address: 2400 & 2416 NE 49th Street		Parcel #(s): 150282-000 and 149467-000		
PROJECT DESCRIPTION				
(Briefly describe the proposed project. Provide more detail in project narrative)				
33 lot single family planned development				
PRIMARY APPLICANT			CONTACT	
Business Name: Ginn Development			Business Name: Same as applicant	
Contact Name: Lisa Harker			Contact Name:	
Address: 7223 NE Hazel Dell Avenue			Address:	
City/State/Zip: Vancouver, WA 98665			City/State/Zip:	
Phone: (360) 768-5034			Phone:	
Email: lisa@ginndevelopment.com			Email:	
ELECTRONIC PLANS SUBMITTER (required) (responsible for ePlans uploading and correspondence)			OWNER (attached additional sheets for multiple owners)	
Name: Lisa Harker			Name: Kevin and Denise Charpiloz	
Address: 7223 NE Hazel Dell Avenue			Address: 2400 NE 49th Street	
City/State/Zip: Vancouver, WA 98665			City/State/Zip: Vancouver, WA 98663	
Email (required): projects@ginndevelopment.com			Email:	
Phone: (360) 768-5034			Phone:	
ONLINE PAYMENT				
Existing ePermits User Name: projects@ginndevelopment.com			Request an ePermits Account	
REQUIRED SIGNATURES				
As evidenced by my signature below, I/we agree that City of Vancouver staff has my/our full permission to enter upon the subject property at any reasonable time to consider the merits of the application, to take photographs and to post public notices.				
Applicant Signature: 			Date: 3/9/2020	
Property Owner Signature:  			Date: 01-28-2020	

LUP APPLICATION SUB TYPES

Please check all applicable applications and information where necessary

☐ Archaeological Pre-determination
☐ Binding Site Plan
☐ Boundary Line Adjustment # of lots to be adjusted:
☐ Comprehensive Plan Amendment (Including Zone Map Amendment with Comp Plan)
☐ Conditional Use Permit ☐ Initial (Type III) (Comm. Centers, Group Meal Service, Shelters) ☐ Major Modification (Type III) ☐ Minor Modification (Type I) Engineering Review Required ☐ Yes ☐ No
☐ Covenant Release
☐ Critical Areas (not used when in Shoreline) Check one → ☐ Duplex/Single Family ☐ All Other Uses Check one → ☐ Permit ☐ Statement of Exemption (No Fee) Check the applicable critical area(s) ☐ Fish & Wildlife ☐ Frequently Flooded ☐ Geological Hazards ☐ Wetlands ☐ Minor Exception (not common) ☐ Reasonable Use (not common)
☐ Design Review ☐ Exterior Modification Only ☐ All Others
☐ Development Agreement ☐ Initial ☐ Modification ☐ Extension
☐ Historic Preservation
☐ Legal Lot Determination # of lots to be reviewed:
☐ Master Plan/Public Facilities MP ☐ Conceptual (without Site Plan Review) ☐ Detailed (with Site Plan Review) ☐ Hybrid (Some areas with Site Plan Review)
☒ Planned Development ☐ Commercial ☒ Residential ☐ Mixed Use* *Ground Floor SF: Upper Floor SF:
☐ Plat Alteration
☐ Post Decision Review/Modification (Includes Planned Development/Master Plan Modifications) ☐ Type I ☐ Type II ☐ Type III Engineering Review Required ☐ Yes ☐ No

☐ Road Modification ☒ Minor (Administrative) ☐ Technical (Minor) ☐ Major (Design) Submitted: ☐ Before ☐ After Decision (submitted after decision is not common)
☐ Shoreline Permits ☐ Substantial Development Permit ☐ Shoreline Permit Exemption (no fee) ☐ Shoreline Conditional Use ☐ Shoreline Variance
☐ Site Plan Review ☐ Type I ☐ Type II <u>Check Use Type below</u> ☐ Residential ☐ Non-Residential ☐ Qualified Planned Action ☐ Unoccupied Commercial/Utility Structure ☐ Commercial Pad ☐ Land Extensive Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No
☐ State Environmental Policy Act (SEPA) ☐ Check if for Single-Family Residential house (only) ☐ Residential Site Plan Review (SPR) ☐ Grading Only ☐ Subdivision or Planned Development ☐ Non-Project Actions (not common) ☐ All Other (Includes Comm/Indust SPR) ☐ Qualified Planned Action (When more than one applies check All Other)
☐ Subdivision/Short Subdivision ☐ Short Subdivision (2-9 lots) ☐ Subdivision (10+ Lots)
☐ Temporary Use ☐ Commercial/Industrial ☐ Unforeseen Emergency ☐ Seasonal or Special Event ☐ Model Home or Sales Office
☐ Tree Plan Enter Tree Plan Level (1 to 7): 5 (Tree Removal for nuisance or hazard tree(s) is Level 3)
☐ Variance ☐ Check if for Single Family Residential house ☐ Type I - # requested: ☐ Type II - # requested: Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No
☐ Zoning Certificate
☐ Zoning Map Amendment (Not involving Comprehensive Plan Amendment)
☐ Zoning Verification



Planning Permit Application

LAND USE PRELIMINARY APPLICATION (LUP)

415 W 6th ST ~ Vancouver, WA 98660, P.O. Box 1995 ~ Vancouver, WA 98668, Phone (360) 487-7800

Email completed application to aplans@cityofvancouver.us

REVIEW TYPE (Check one review and one process type)				
Review Type: ☐ Type I ☐ Type II ☐ Type III ☒ Type IV ☐ Tree Removal Only (nuisance or hazard)				
Process Type: ☒ Standard ☐ Streamline (Type II Applications only - Pre-submittal Meeting required)				
USE				
☒ Single-Family	☐ Commercial	☐ Multi-family	☐ Industrial	☐ Residential
☐ Duplex	☐ Wireless Communications Facility (new) see VMC 20.890			
PROJECT INFORMATION				
Site Acreage: 4.6	Zoning: R-9	Sewer: ☐ Septic ☒ Public	Water: ☐ Well ☒ Public	
Proposed # of Lots: 33		Dwelling Units:		
Non-Residential Bldg. Square Footage:		Ground Floor:		Total of All Upper Floors:
Hard Surface Area Square Feet - New:		Replacement:		Total:
PROJECT NAME AND LOCATION				
Proposed project name: <i>Minnehaha West PD Subdivision</i>				
Project site address: <i>2400 & 2416 NE 49th Street</i>			Parcel #(s): <i>150282-000 and 149467-000</i>	
PROJECT DESCRIPTION				
(Briefly describe the proposed project. Provide more detail in project narrative)				
<i>33 lot single family planned development</i>				
PRIMARY APPLICANT			CONTACT	
Business Name: <i>Ginn Development</i>			Business Name: <i>Same as applicant</i>	
Contact Name: <i>Lisa Harker</i>			Contact Name:	
Address: <i>7223 NE Hazel Dell Avenue</i>			Address:	
City/State/Zip: <i>Vancouver, WA 98665</i>			City/State/Zip:	
Phone: <i>(360) 768-5034</i>			Phone:	
Email: <i>lisa@ginndevelopment.com</i>			Email:	
ELECTRONIC PLANS SUBMITTER (required) (responsible for ePlans uploading and correspondence)			OWNER (attached additional sheets for multiple owners)	
Name: <i>Lisa Harker</i>			Name: <i>Marie Watters</i>	
Address: <i>7223 NE Hazel Dell Avenue</i>			Address: <i>2416 NE 49th Street</i>	
City/State/Zip: <i>Vancouver, WA 98665</i>			City/State/Zip: <i>Vancouver, WA 98663</i>	
Email (required): <i>projects@ginndevelopment.com</i>			Email:	
Phone: <i>(360) 768-5034</i>			Phone:	
ONLINE PAYMENT				
Existing ePermits User Name: <i>projects@ginndevelopment.com</i>			Request an ePermits Account	
REQUIRED SIGNATURES				
As evidenced by my signature below, I/we agree that City of Vancouver staff has my/our full permission to enter upon the subject property at any reasonable time to consider the merits of the application, to take photographs and to post public notices.				
Applicant Signature: <i>[Signature]</i>			Date: <i>3/9/2020</i>	
Property Owner Signature: <i>[Signature]</i>			Date: <i>1/27/2020 6:23 PM PST</i>	

0F973740AE84D9...

LUP APPLICATION SUB TYPES

Please check all applicable applications and information where necessary

☐ Archaeological Pre-determination
☐ Binding Site Plan
☐ Boundary Line Adjustment # of lots to be adjusted:
☐ Comprehensive Plan Amendment (Including Zone Map Amendment with Comp Plan)
☐ Conditional Use Permit ☐ Initial (Type III) (Comm. Centers, Group Meal Service, Shelters) ☐ Major Modification (Type III) ☐ Minor Modification (Type I) Engineering Review Required ☐ Yes ☐ No
☐ Covenant Release
☐ Critical Areas (not used when in Shoreline) Check one → ☐ Duplex/Single Family ☐ All Other Uses Check one → ☐ Permit ☐ Statement of Exemption (No Fee) Check the applicable critical area(s) ☐ Fish & Wildlife ☐ Frequently Flooded ☐ Geological Hazards ☐ Wetlands ☐ Minor Exception (not common) ☐ Reasonable Use (not common)
☐ Design Review ☐ Exterior Modification Only ☐ All Others
☐ Development Agreement ☐ Initial ☐ Modification ☐ Extension
☐ Historic Preservation
☐ Legal Lot Determination # of lots to be reviewed:
☐ Master Plan/Public Facilities MP ☐ Conceptual (without Site Plan Review) ☐ Detailed (with Site Plan Review) ☐ Hybrid (Some areas with Site Plan Review)
☒ Planned Development ☐ Commercial ☒ Residential ☐ Mixed Use* *Ground Floor SF: Upper Floor SF:
☐ Plat Alteration
☐ Post Decision Review/Modification (Includes Planned Development/Master Plan Modifications) ☐ Type I ☐ Type II ☐ Type III Engineering Review Required ☐ Yes ☐ No

☒ Road Modification ☒ Minor (Administrative) ☐ Technical (Minor) ☐ Major (Design) Submitted: ☒ Before ☐ After Decision (submitted after decision is not common)
☐ Shoreline Permits ☐ Substantial Development Permit ☐ Shoreline Permit Exemption (no fee) ☐ Shoreline Conditional Use ☐ Shoreline Variance
☐ Site Plan Review ☐ Type I ☐ Type II <u>Check Use Type below</u> ☐ Residential ☐ Non-Residential ☐ Qualified Planned Action ☐ Unoccupied Commercial/Utility Structure ☐ Commercial Pad ☐ Land Extensive Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No
☒ State Environmental Policy Act (SEPA) ☐ Check if for Single-Family Residential house (only) ☐ Residential Site Plan Review (SPR) ☐ Grading Only ☒ Subdivision or Planned Development ☐ Non-Project Actions (not common) ☐ All Other (Includes Comm/Indust SPR) ☐ Qualified Planned Action (When more than one applies check All Other)
☐ Subdivision/Short Subdivision ☐ Short Subdivision (2-9 lots) ☐ Subdivision (10+ Lots)
☐ Temporary Use ☐ Commercial/Industrial ☐ Unforeseen Emergency ☐ Seasonal or Special Event ☐ Model Home or Sales Office
☒ Tree Plan Enter Tree Plan Level (1 to 7): 5 (Tree Removal for nuisance or hazard tree(s) is Level 3)
☐ Variance ☐ Check if for Single Family Residential house ☐ Type I - # requested: ☐ Type II - # requested: Stormwater ☐ Yes ☐ No Transportation ☐ Yes ☐ No
☐ Zoning Certificate
☐ Zoning Map Amendment (Not involving Comprehensive Plan Amendment)
☐ Zoning Verification

Minnehaha West PD Subdivision

(PRJ-163875)

Preliminary Plat and Site Plan Narrative

BACKGROUND

The Minnehaha West PD Subdivision project site is zoned R- 9 and consists of two existing legal parcels (tax lot numbers: 150282-000 and 149467-000) containing a total of 4.76 acres. The property is surrounded by R-9 (low density residential zoning). The site obtains access from NE 49th Street (Public) along the southern frontage boundary. This project proposes to subdivide, through the City's Planned Development ordinance, the site into 33 single-family residential lots for detached homes.

The property is zoned R-9 (low density residential zoning), and using the standards of COV 20.410.030, single-dwelling, detached is a permitted use per COV Table 20.410.030 – 1 (R-9 column). The R-9 zone allows single-family detached dwelling units, provided the minimum required residential density is met, on an overall project basis.

The proposal includes detached single-family homes. The single-family lots vary in size from 3,742 square feet to 4,930 square feet. The average lot size for the project is 4,053 square feet. Installation of streets and associated public infrastructure will be a part of this development.

ZONING DISTRICT (VMC 20.410)

The site is zoned R-9 - Low Density Residential. The R-9 zoning district is designed to accommodate attached and detached single-family dwellings. This proposal conforms to the requirements of this code section with variances allowed through the use of the planned development code.

Development Standards (VMC 20.410.030-1)

	Required	Proposed
Minimum Lot Size	4,500 s.f.	3,742 s.f.
Maximum Lot Coverage	50%	60%
Minimum Lot Width	45'	40'
Minimum Lot Depth	65'	94'
Maximum Building Height	35'	<35'
Minimum Landscape Area	10%	>10%
Minimum Setbacks		



Front Yard	10'	10'
Rear & Through Yard	5'	5'
Side Yard	0'/5'	N/A with P.D.
Street Side Yard	10'	N/A with P.D.
Garage/Carport from Street	18'	18'
Garage/Carport from Alley	5'	18'

DENSITY

R-9 Parcels Density Calculations

207,450 SF Or 4.76 Acres Gross Site Area

-Max Density = 8.7 Units/Acre

8.7 X 4.76 = 41.41 Units Max

133,761 SF Or 3.07 Acres Net Development Area (Gross - R/W (public & private) & Open Space/ Storm Tracts)

-Minimum Density = 5.9 Units/Acre

5.9 X 3.07 = 18.11 Units Minimum

Density Summary: 33 Units Total

4.76 Acres Gross Area

1.12 Acres Right-of-way Dedication (Public)

0.03 Acres Stormwater Facilities

0.48 Acres Open Space (Tracts)

3.65 Acres Net Site Area (Gross – R/W)

33 Units/ 3.65 Acres = 9.04 Units/Acre Net Density

8.7 units/acre max density x 5% density bonus with P.D. = 9.13 units/acre

Parking Summary (VMC 20.945):

15 on-street guest parking spaces



33 Lots with 2 car garage & 2 car driveways = 132 spaces

1 parking spaces per single family unit required = 33 spaces

1 guest space per 3 units = 11 required spaces (for Narrow Lot standards, volunteered by applicant)

Total required parking = 60.5 spaces (147 provided)

PROJECT PHASING

This project will not be phased.

PLANNED DEVELOPMENTS (VMC 20.260)

Chapter 20.260 Planned Developments

20.260.010 Purpose

This proposal seeks to create a cohesive planned community for families and entry level home buyers. The community is planned for two-level detached housing, two-car garages, well designed and finished homes with on-site open space amenities and convenient proximity to groceries, retail opportunities and health care services. The homes may be purchased by any buyer, but the Applicant believes that the homes will be particularly attractive to first time home buyers that want to live close to urban services and amenities. The proposed community is consistent with the City's objectives of a planned unit development.

Planned Developments, Applicability:

A. Applicable in all zones.

The planned development is a development vehicle that may be used in all base zoning districts except in the Park, Greenway and Natural Area districts.

The applicant is proposing a planned development on land zoned R-9; planned developments are allowed in this zone. This proposal still includes higher than average open space, lots with single family homes and proposed amenities that will appeal to a range of buyers.

Planned Developments, Permitted Uses:

B. Permitted uses

The applicability provisions at 20.260.020.B.1.a.(1) and (2) indicate single-family detached residential units are allowed by right within planned developments in the R-9 zone. This section also indicates a 5% density bonus is allowed per the provision of 20.260.060 (D).



A planned development is allowed on the subject site. 33 detached single-family units are proposed. Associated with the planned development, an adjustment is requested to the maximum lot coverage standards allowed in R-9 zone.

Lot Coverage Adjustment:

The requested adjustment would increase lot coverage from the base zone amount to 60% to provide for sufficient ground-floor building homes large enough for families, two-car garages and front porches.

The site design is based on meeting the minimum allowable density (33 units) and targeting the underserved market segment for relatively affordable entry-level homes for entry level buyers and/or homes for downsizing baby boomers. Proposed lot sizes are about 4000 square feet. Conditioned living space for a three-bedroom home will typically be about 1375-1500 square feet and a two-car garage (necessary, we believe, due to the location of the property) will be approximately 385 square feet. If we construct a 1,500 square foot home with a 385 square foot garage, we'll need a total of 1,885 square feet of building space. Add a 250 square foot front porch and there will be a ground-floor footprint of 2,135 square feet. 2,135 is just under 60% of the proposed lot size of 4,000 square feet for most of the detached homes.

60% lot coverage will allow for around 2000 square feet buildings (total living space), including garages, which allows for a reasonable family home design.

Because the Applicant is seeking to both meet minimum density and provide housing in an underserved market segment, the adjustment is warranted to accommodate the proposed community design. No impacts are anticipated to surrounding properties because the project is buffered by roads and higher density/intensity uses on all sides.

As noted above, the community design includes significant open space and will meet all applicable setback requirements under the code. The goal of increasing lot coverage is to build entry-level homes for families, and to do so on smaller, more urban lots. The benefit is a housing product in very short supply in the City of Vancouver.

OPEN SPACE

Open space equal to 10% of the gross site area is required for Planned Developments. The open space must be available to all the residence of the development and centrally located. The open space tract with this project is centrally located and will be available to all future residence. Based on the gross site area of 207,450 SF an open space area of 20,745 SF is required. This project proposes an open space tract with an area of 20,962 SF, excluding the minimum required open space.

SUBDIVISIONS (VMC 20.320)

Section 20.320.010 - Purpose.



- This project promotes effective utilization of land and infrastructure, makes adequate provision for housing, and follows established procedures for the subdivision of land.

Section 20.320.015 - Applicability.

- As a land partition of more than 10 lots, this project qualifies as a subdivision.

Section 20.320.040 - Approval Criteria.

Approval criteria. To grant approval of a preliminary short subdivision or subdivision, the applicant must demonstrate compliance with all of the following criteria:

- A. Public facilities provision. *Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for transportation, water, storm drainage, erosion control and sanitary sewage disposal methods that are consistent with the City's current ordinances, standards and plans;*
- Appropriate provisions for public facilities have been made for this project as identified in materials submitted with the application, including a traffic impact study, stormwater plan, erosion control plan and appropriate provision to access public water and sanitary sewer systems. The project will install public streets to serve the development and install frontage improvements (detached sidewalk and planting strip) on NE 49th Street and NE 51st Street. The project will also extend utilities to and through the site to serve the needs of the development. Existing sewer and water systems have sufficient capacity to serve this development. The project will manage stormwater runoff in accordance with the Stormwater Manual for Western Washington and will also be developed using appropriate erosion control methods. The project will pay all applicable traffic, park, and school impact fees prior to issuance of building permits.
- B. Proposed improvements. *Appropriate provisions have been made for proposed streets, alleys and public or private ways, utilities and other improvements that are consistent with the City's current ordinances, standards and plans, and Department of Health and/or Washington State Department of Transportation standards and plans, where applicable;*
- Appropriate provisions for proposed improvements have been made for this project as demonstrated in the supplemental application materials.
- C. Open space and dedications. *Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for open space, parks, schools, dedications, easements and reservations;*
- Appropriate provisions for open space and dedications have been made for this project as demonstrated in the supplemental application materials. This project will also pay traffic, park, and school impact fees.



- D. Physical characteristics. *The design of the proposed short subdivision or subdivision site has taken into consideration the physical features of the site, including but not limited, to: topography, soil conditions, susceptibility to flooding, inundation or swamp conditions, steep slopes or unique natural features such as wildlife habitat or wetlands;*
- The project will be developed on structural fill and native soils. A geotechnical report has been submitted with this application. There are no steep slopes, wetlands and the site is not located in a floodplain.
- E. Re-platting of existing subdivisions. *When re-platting an existing subdivision, the short subdivision or subdivision shall comply with all of the terms and conditions of the existing subdivision's conditions of approval;*
- Not applicable.
- F. Compliance with all requirements of this title. *The proposed short subdivision or subdivision complies with all applicable requirements of this title unless modified through the approval; and*
- This project complies with all applicable requirements of this title, including modifications allowed through the Planned Development.
- G. Compliance with State requirements. *That the proposed short subdivision or subdivision complies with the requirements of RCW 58.17.110.*
- This project complies with all applicable requirements of RCW 58.17.110.

WASHINGTON UNIT COMMON INTEREST OWNERSHIP ACT (WUCIOA)

- The subdivision CCRs and Bylaws and community management are all in compliance with the act

ARCHAEOLOGICAL RESOURCE PROTECTION (VMC 20.710)

- The purpose of this ordinance is to encourage the identification and preservation of cultural, archaeological, and historic resources consistent with the Growth Management Act of 1990 as well as the Vancouver Comprehensive Plan. This project is not located within an area of high probability for discovery of archaeological resources; therefore, an archaeological predetermination is not required. However, if any cultural or historical resources are discovered during construction activity, construction shall cease until a qualified archaeologist assesses the find. This applicant will contact all applicable authorities.

SEPA (VMC 20.790)

- A SEPA Checklist is included with this application.



EXCEPTIONS and INTERPRETATIONS (VMC 20.910)

ZERO LOT LINE (20.910.050. 20.910.050.A)

- The project incorporates the zero lot line provisions contained in 20.910.050. 20.910.050.A states the minimum setback on the adjacent lot to the zero-setback side yard lot shall be either zero or 5 feet. The proposal will meet the requirement of that code section by recording the required easements and covenant and incorporating the required building design provisions. Front yard and rear yard setback requirements in the base zone setback shall not apply to structures on the interior of the project except that any garage facing a street shall be set back a minimum of 18 feet from the front or side street property line. All buildings will meet the front and rear yard setback standards as modified by the narrow lot standards (including allowance of front-porch encroachment into the setback) and the zero lot line standards. All other provisions of the base zone shall apply except as modified pursuant to this Chapter, except for maximum height for which a variance shall be sought, as governed by Chapter 20.290 VMC.

IMPACT FEES (VMC 20.915)

- Transportation impact fees will be paid with development at a rate of \$163 x the number of average daily trips x .85.
- Overlay transportation impact fees will be paid with development at a rate of \$10 x the number of average daily trips x .85.
- School impact fees will be paid with the development at a rate of \$2,880.75 per single family unit.
- Park impact fees will be paid with the development at a rate of \$2,379.00 per single family unit.
- Impact fees are due at the time of building permit or as required by the City.

LANDSCAPING (VMC 20.925)

- Landscape equal to 10% of the net lot area of the site is required. Compliance with these standards are illustrated on the preliminary plans included with this application.

PARKING AND LOADING (VMC 20.945)

- A minimum of one parking space per single-family dwelling unit is required. All homes in the project will have alley-loaded or traditional street loaded 2-car garages. Of the 33 total dwelling units all units will have 2-car driveways. New on-street parking on internal roadways will provide 15 more spaces for residents and guests. Overall, there will be 147 parking spaces for



the 33 units, including the 15 on-street guest parking spaces. This project meets all the parking requirements for traditional single-family subdivisions and guest parking for narrow lots.

SIGNS (VMC 20.960)

- No signs are proposed at this time. Any plans for a future sign will adhere to the standards found at VMC 20.960.

SOLID WASTE DISPOSAL AND RECYCLING (VMC 20.970)

- Each individual lot will bring their own waste containers to the curb or alley for pickup. The plans show locations for waste containers and demonstrate that there are no conflicts with driveway spacing. Lots 4-6 will use a shared pick up location at the street.
- Trash and recycling trucks can maneuver the roads of this project.

TREE CONSERVATION (VMC 20.770)

- The site contains a few existing trees as well as grasses. A Level V Tree Plan is included with this application. All of the trees and grasses on the site will be removed to accommodate the grading activities required to develop the site.
- Based on the site area and 30 tree units per acre there are 110 required tree units. This project proposes 113 new tree units in addition to many street trees.

STREET AND DEVELOPMENT STANDARDS (VMC 11.80)

NE 49th Street

- NE 49th Street is designated a Collector Arterial that includes asphalt roadway only. Curb, gutter, detached sidewalk, planting strip, street lighting, ADA ramps and storm drainage will be installed per City of Vancouver standards. A 5-foot right-of-way dedication will take place with the final plat. The half width ROW for NE 49th Street will be 30 feet with 19 feet of half width pavement per City Standard Plat T10-13. No individual lots will access NE 49th Street.

NE 24th Avenue (Entrance Block)

- NE 24th Avenue is designated a Neighborhood Circulator that includes asphalt roadway only. Curb, gutter, detached sidewalk, planting strip, street lighting, ADA ramps and storm drainage will be installed per City of Vancouver standards. The half width ROW for NE 24th Avenue will be 27 feet with 18 feet of half width pavement per City Standard Plat T10-13.



NE 50th Street, NE 51st Street and NE 24th Place (Interior Roadways)

NE 50th Street, NE 51st Street and the proposed North/South interior NE 24th Place are designated as Local Access streets which requires a minimum 50 feet full width right of way and 28 feet paved street full width per City Standard Plan T10-15B. Curb, gutter, detached sidewalk, planting strip, street lighting, ADA ramps and storm drainage will be installed per City of Vancouver standards. A road modification request is being submitted, with Staff support, to construct a detached sidewalk within an easement along one side of the North/South Avenue NE 24th Place.

ROAD MODIFICATION (VMC 11.80.160)

This project currently has one road modifications to address:

- The applicant requests to vary the road section on NE 24th Place

Please see the road modification application and supporting materials for additional information and demonstration of compliance with all applicable criteria required for approval.

TRANSPORTATION CONCURRENCY (VMC 11.80)

Trip Generation Estimate

Land Use	ITE Code	Size (units)	Weekday Daily Trips	Weekday AM Peak Hour Trips			Weekday PM Peak Hour Trips		
				Total	In	Out	Total	In	Out
Proposed Site Development									
Existing Conditions	210	2	18	1	0	1	2	1	1
Single Family Detached Housing	210	33	312	24	6	18	33	21	12

Please refer to the traffic study produced by Lancaster Mobley for additional information.

FIRE (IFC AND VMC 16)

- A fire apparatus access route has been provided by the internal streets in the development. No "Parking Fire Lane" signage will be placed on all internal roads where required, for example, alleys, hydrants, and in the vicinity of intersections.
- New fire hydrants will be provided throughout the development in accordance with fire regulations. Hydrant locations will be determined throughout the review process and with coordination between SGA Engineering, the Fire Marshal and City Water Staff.



WATER, SANITARY SEWER AND STORMWATER MANAGEMENT (VMC 14)

- Water. Water will be connected to the existing 8" AC water stub in NE 49th Street. 8" ZDI water will be extended to and through the site, connecting to the existing 8" AC water main in NE 49th Street, as required by the City of Vancouver. Laterals to water meters will be provided for each lot.
- Sewer. A new public sewer main will be extended through the site and new service laterals will be provided for each lot. A sanitary sewer manhole exists in NE 51st Street/NE 25th Place. An 8" public sewer will be extended to the site if necessary. Traditional gravity sewer will provide service to the development.
- Stormwater. Runoff treatment and flow control will comply with the stormwater requirements under the Vancouver Municipal Code for Stormwater Management. Stormwater will be managed on the site using bioretention areas or Stormfilter catch basins for the surface water treatment and infiltration trenches/drywells for flow control.
- Erosion Control. Erosion control measures will be in place to prevent sediment from being tracked onto adjacent roads by construction equipment. Erosion control measures will also be in place to protect infiltration systems and catch basins from sediment.

Please see the application and all materials submitted in support of this application for additional documentation and contact Lisa Harker at 360-768-5034 or Scott Taylor at SGA 360-993-0911 for additional information or clarification.





BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1
EAST OF THE WILLAMETTE MERIDIAN CLARK COUNTY, WASHINGTON

PRELIMINARY APPLICATION

MARCH 2020

GINN DEVELOPMENT
ATTN: LISA HARKER
7223 NE HAZEL DELL AVENUE
VANCOUVER, WA 98665
PH: 360-768-5034

EM: LISA@GINNDEVELOPMENT.COM

K L CHARPILLOZ & MARIE WATTERS
2400 & 2416 NE 49TH ST
VANCOUVER, WA 98663

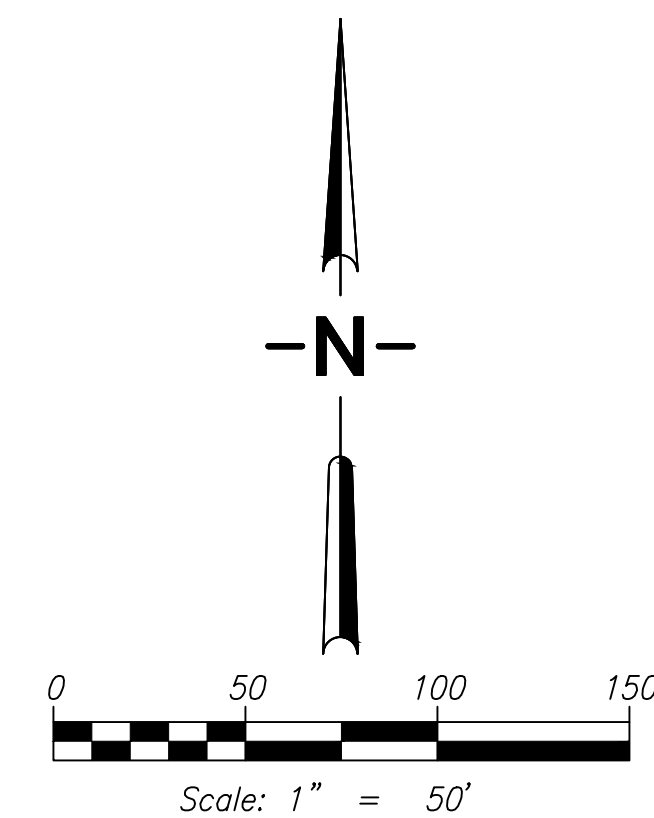
149467-000 & 150282-000
2416 NE 49TH ST VANCOUVER, WA 98663
2400 NE 49TH ST VANCOUVER, WA 98663

SGA ENGINEERING, PLLC
ATTN: SCOTT TAYLOR
2005 BROADWAY STREET
VANCOUVER, WA 98663
PH: 360.993.0911
FX: 360.993.0912
EM: STAYLOR@SGAENGINEERING.COM

EXISTING PARCEL NUMBER	149467-000 & 150282-000		
CURRENT USE	SINGLE FAMILY HOMES & OUTBUILDINGS ON ACREAGE		
ZONING DESIGNATION	R-9		
GROSS SITE AREA	4.76	ACRES	207,450 S.F.
TRANSIT ROUTES	C-TRAN #130 PICKS UP 0.4 MILES WEST OF SITE ON NE 15TH AVENUE AT NE 49TH STREET.		
EXISTING WATER AND SEWER	SEWER & WATER SERVICE WILL BE PROVIDED BY CITY OF VANCOUVER. NO WELLS OR SEPTIC SYSTEMS ARE KNOWN TO EXIST ON-SITE.		

THE SITE CONTAINS NO KNOWN ENVIRONMENTAL CONDITIONS LISTED IN THE APPLICATION CHECKLIST. THE SITE IS LOCATED IN THE BURNT BRIDGE CREEK WATERSHED.

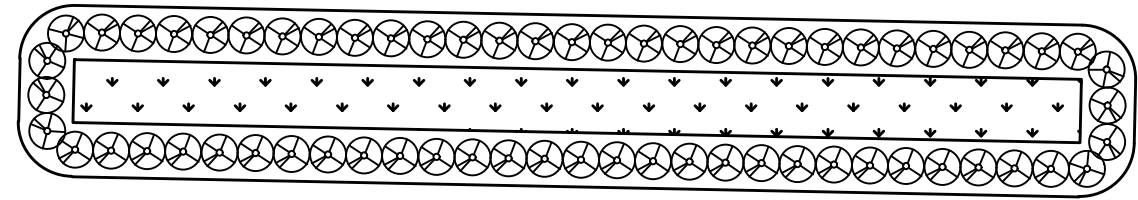
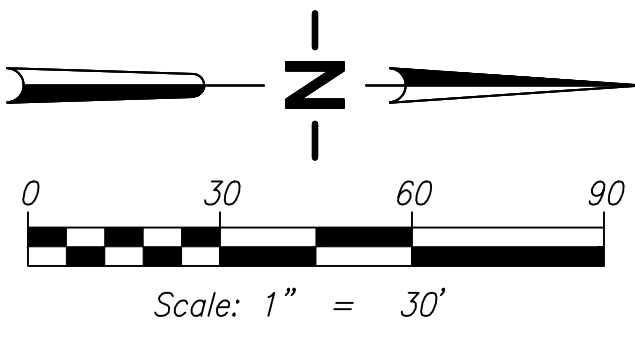
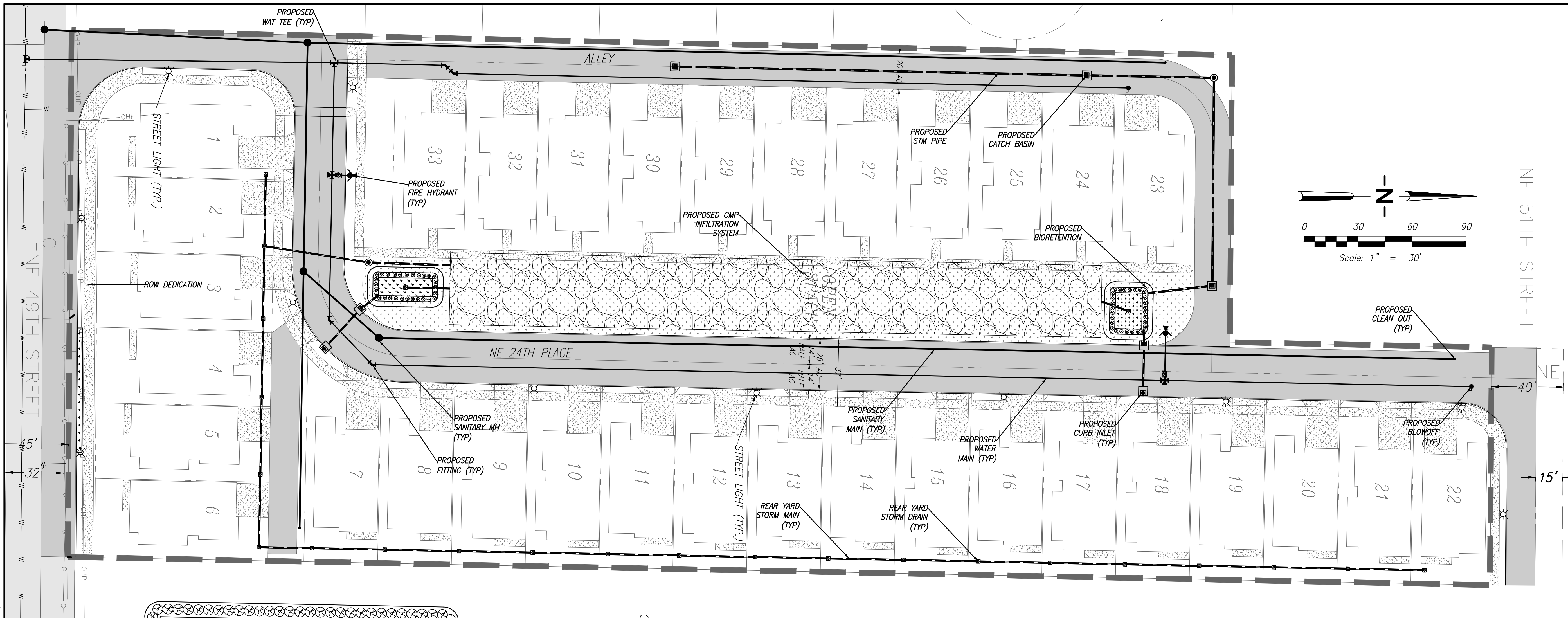
THE EXISTING CONDITIONS SHOWN ON THIS PLAN WERE OBTAINED FROM INFORMATION PROVIDED BY MGS SURVEYING AND PUBLIC RECORDS AVAILABLE THROUGH CLARK COUNTY GIS MAPPING AND DOCUMENTS. SGA ENGINEERING, PLLC DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION.



 ENGINEERING & DESIGN CIVIL ENGINEERING ~ LAND PLANNING DEVELOPMENT SERVICES LANDSCAPE ARCHITECTURE 2005 BROADWAY VANCOUVER, WA 98663 PHONE (360)993-0911 FAX (360)993-0912	
EXISTING CONDITIONS MINNEHAHA WEST P.D. SUBDIVISION CITY OF VANCOUVER WASHINGTON	
PRELIMINARY	
REVISIONS	
DESIGNED BY: JPB, SEM DRAWN BY: JPB, SEM CHECKED BY: JTM, SAT SCALE: 1" = 50'	
JOB NUMBER 1964	SHEET PRE1.0

SHEET
PRE2.0

© SCA ENGINEERING PLLC - DATE PLOTTED: Mar. 23, 2020 - 8:55 AM SCA DRAWING FILE: W:\DWG\1964 - MINNEHAHA WEST P.D\DRAWINGS\2-PRELIM SHEET SET\PRELIMINARY STREET STORMWATER AND UTILITY SHEETING



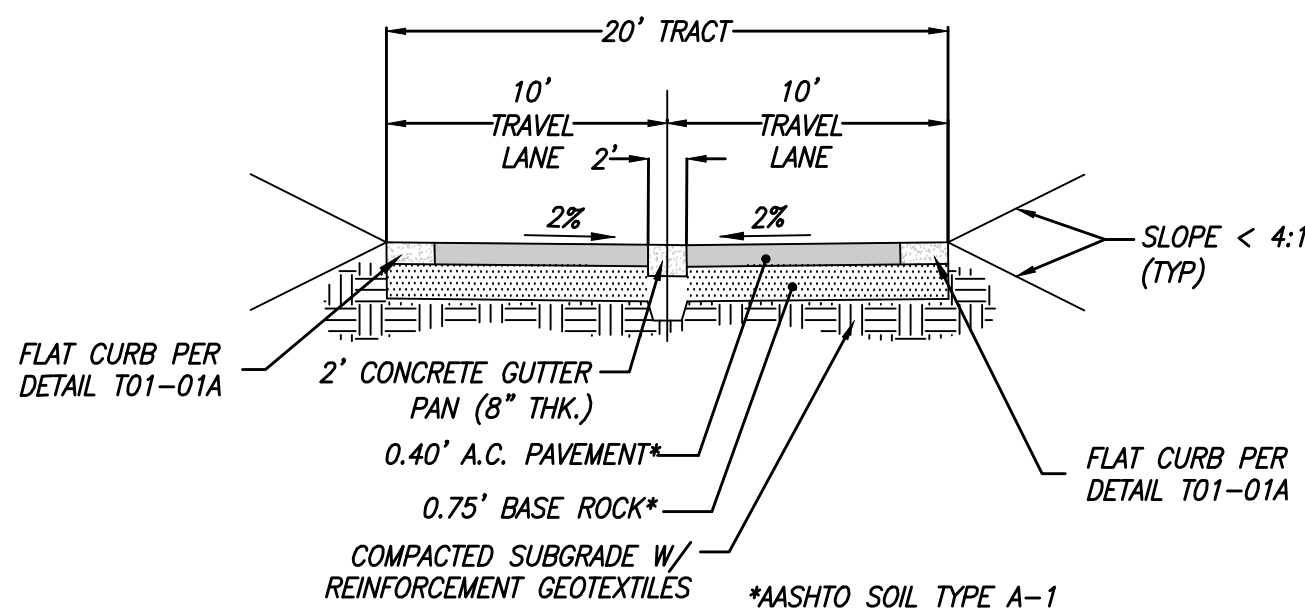
BIORETENTION PLANTING (TYPICAL)

BIORETENTION AREA PLANTING LEGEND

ZONE A PLANTINGS (UPPER SIDE SLOPES)	SIZE	SPACING	QUANTITY (3 FACILITIES)
CORNUS sericea 'santini'	1 GALLON	24" O.C. MINIMUM	57
Redtwig Dogwood OR APPROVED EQUAL			

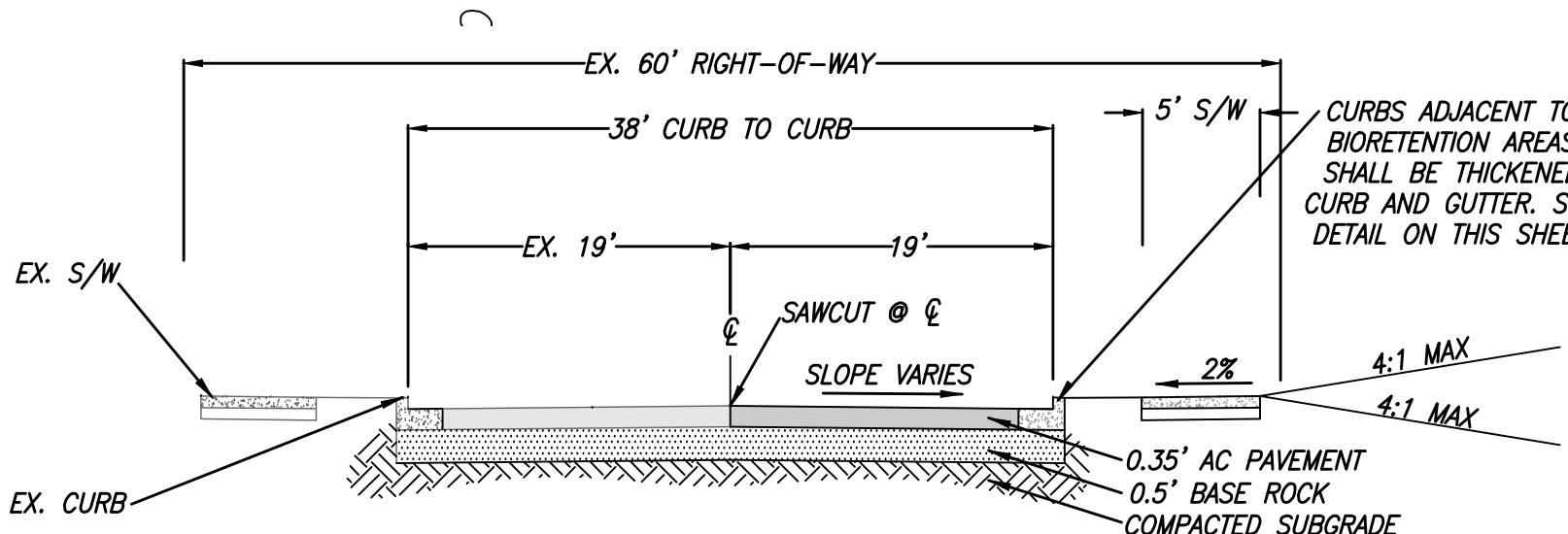
ZONE B PLANTINGS (BOTTOM TREATMENT ZONE)	SIZE	SPACING	QUANTITY SF
CAREX pachystachya	1 GALLON	18" O.C.	TOTAL (3 FACILITIES) 807 SF
Thickheaded Sedge			
DESCHAMPSIA caespitosa	1 GALLON	18" O.C.	
Tufted Hair Grass			

*MINIMUM BOTTOM AREA VARIES WITH EACH BIORENTION FACILITY. (AS SHOWN ON THIS PLAN)
MIX GRASSES AND SEDGES (OR APPROVED EQUALS)
GROUP PLANTING SO THAT A MINIMUM OF 7 INDIVIDUALS OF THE SAME SPECIES ARE GROUPED.



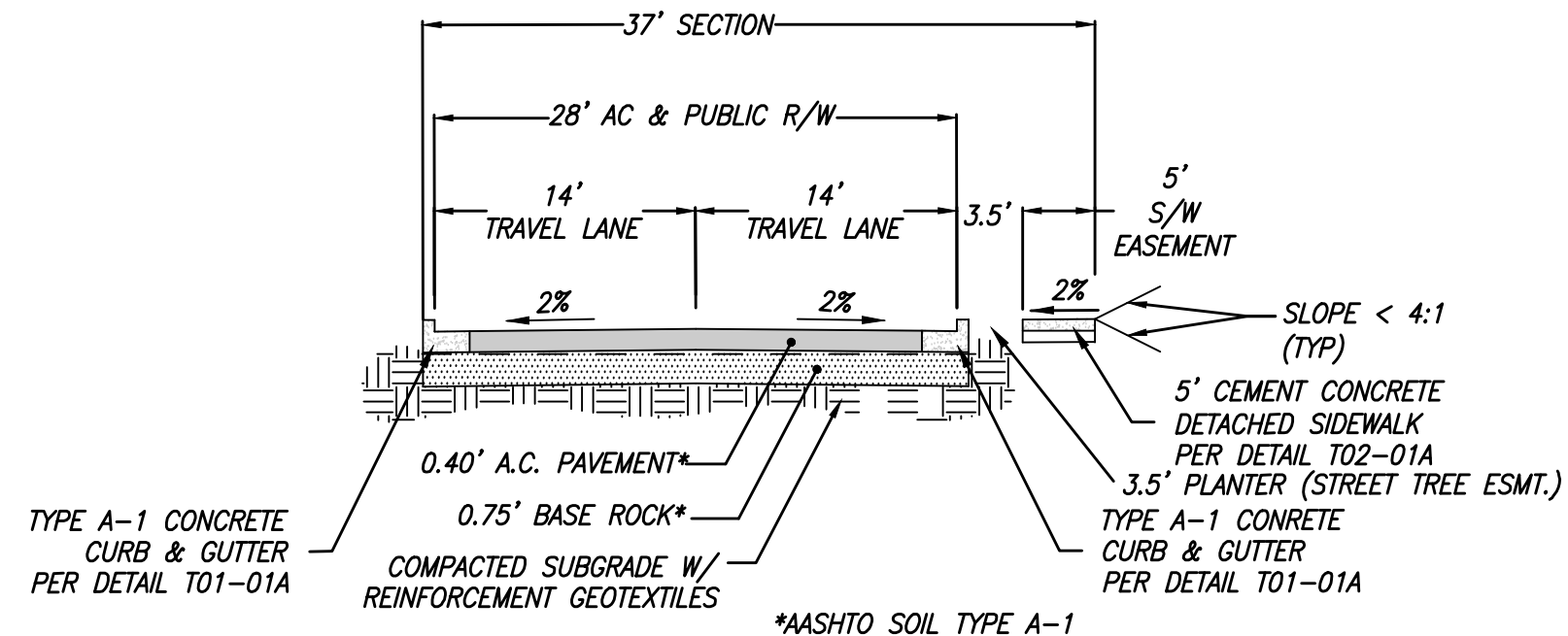
NARROW LOT ALLEY SECTION

T10-25B ~ NO SCALE



NE 49TH STREET (PUBLIC)

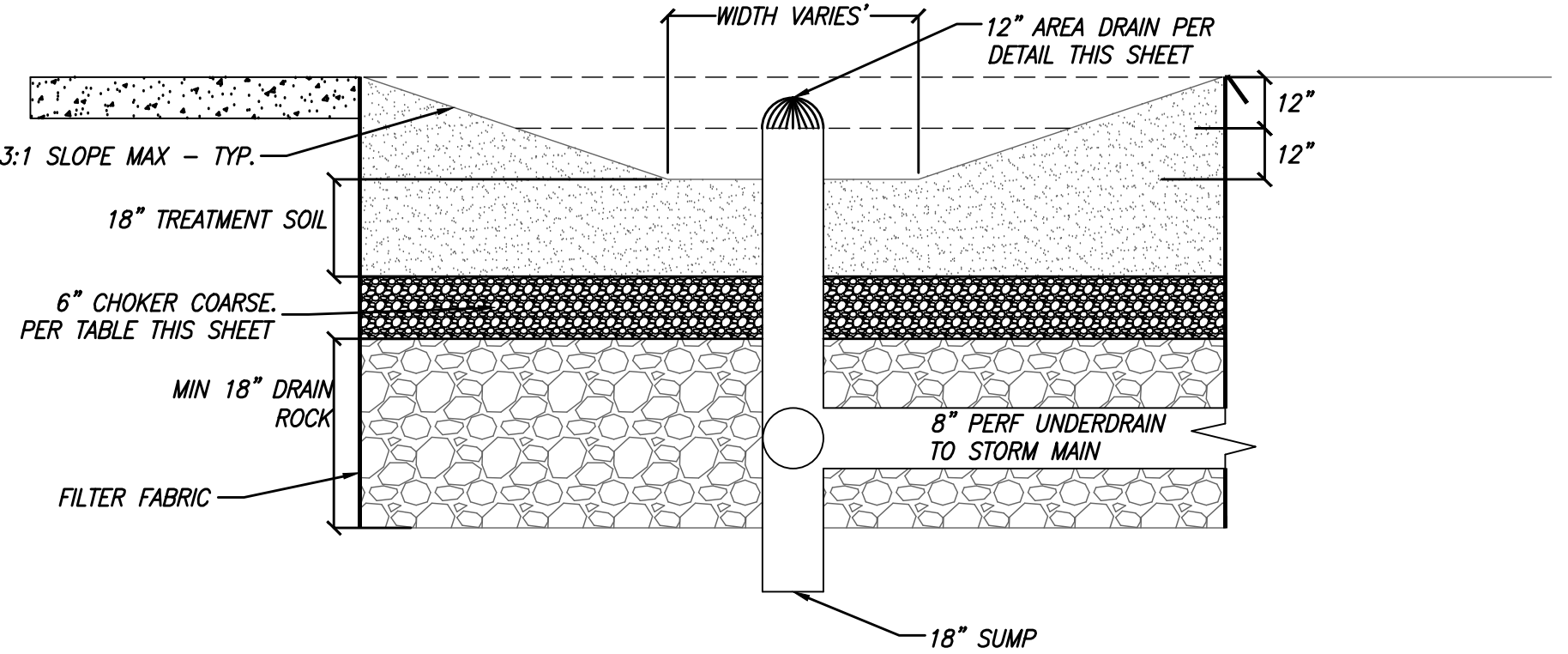
T10-13 - NO SCALE



NE 24TH PLACE

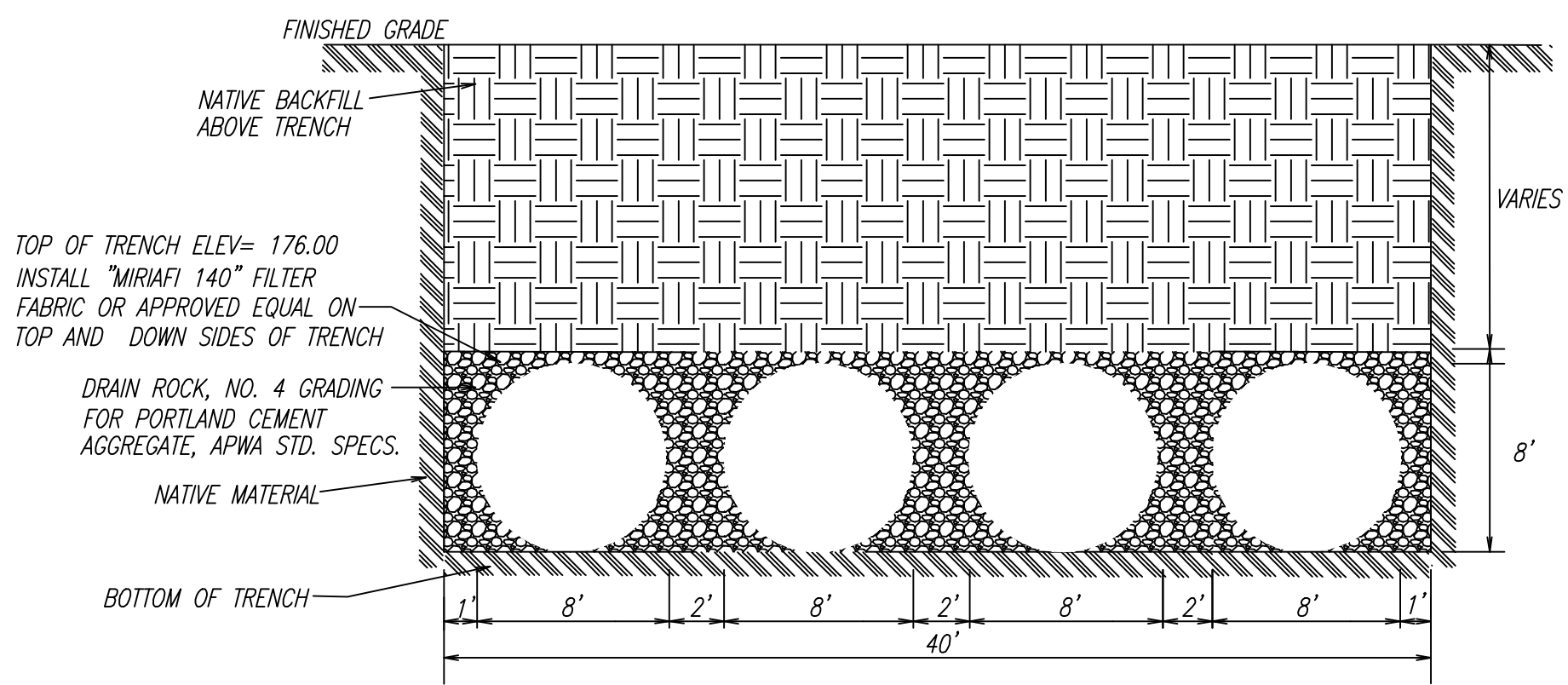
T10-15B ~ NO SCALE

*WITH A ROAD MODIFICATION FOR THIS SECTION



STANDARD BIORETENTION AREA WIDTH VIEW

NOT TO SCALE



INFILTRATION CMP DETAIL

NOT TO SCALE
SEE DETAIL ON CMP 1

ENGINEERING & DESIGN
CIVIL ENGINEERING ~ LAND PLANNING
DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE

2005 BROADWAY
VANCOUVER, WA 98663
PHONE (360)993-0911
FAX (360)993-0912

PRELIMINARY
NOT FOR CONSTRUCTION

PRELIMINARY STREET STORMWATER AND UTILITY PLAN

**MINNEHAHA WEST P.D.
SUBDIVISION**

WASHINGTON

CITY OF VANCOUVER

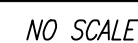
PRELIMINARY

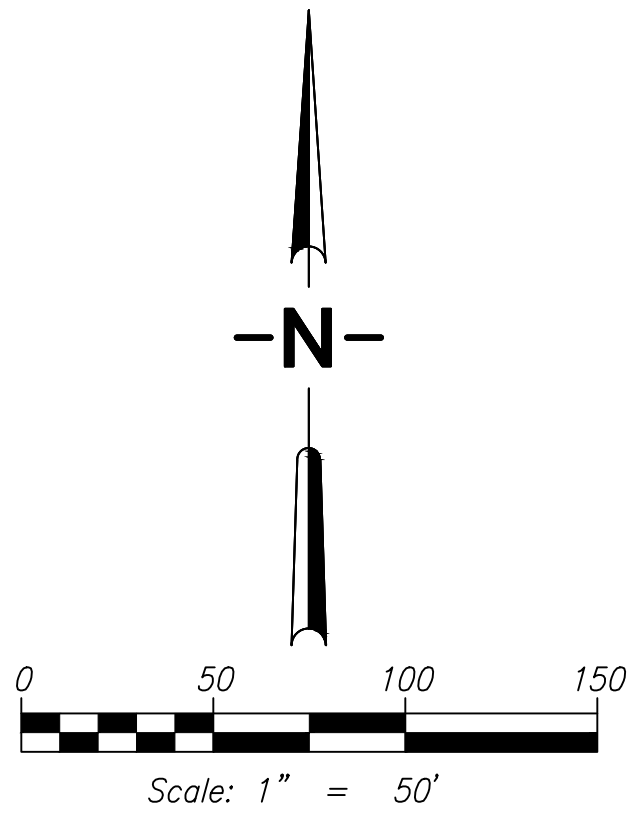
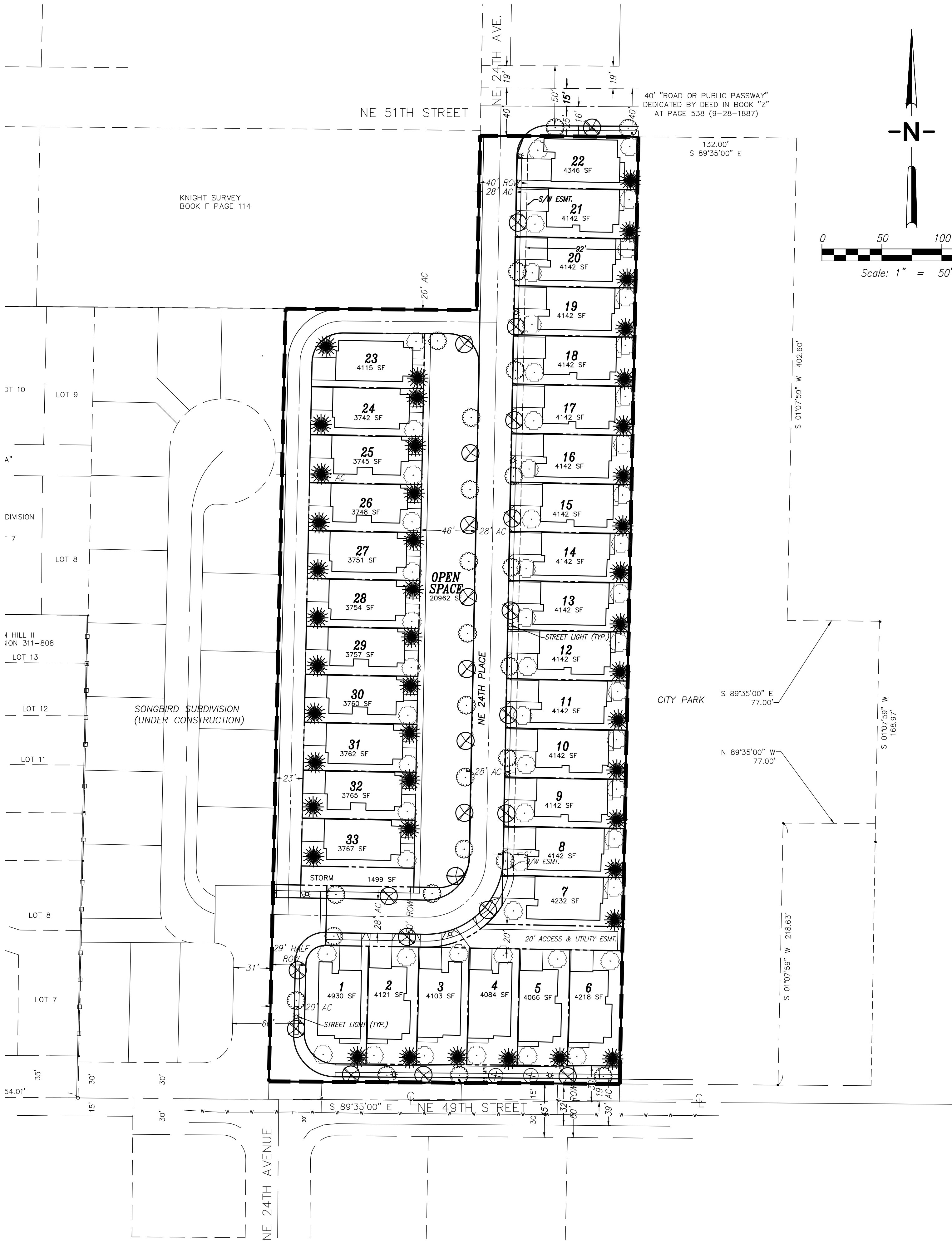
REVISIONS

DESIGNED BY: JPB, SEM
DRAWN BY: JPB, SEM
CHECKED BY: JTM, SAT
SCALE: 1" = 30'

JOB NUMBER
1964

SHEET
PRE3.0





PLANTING LEGEND

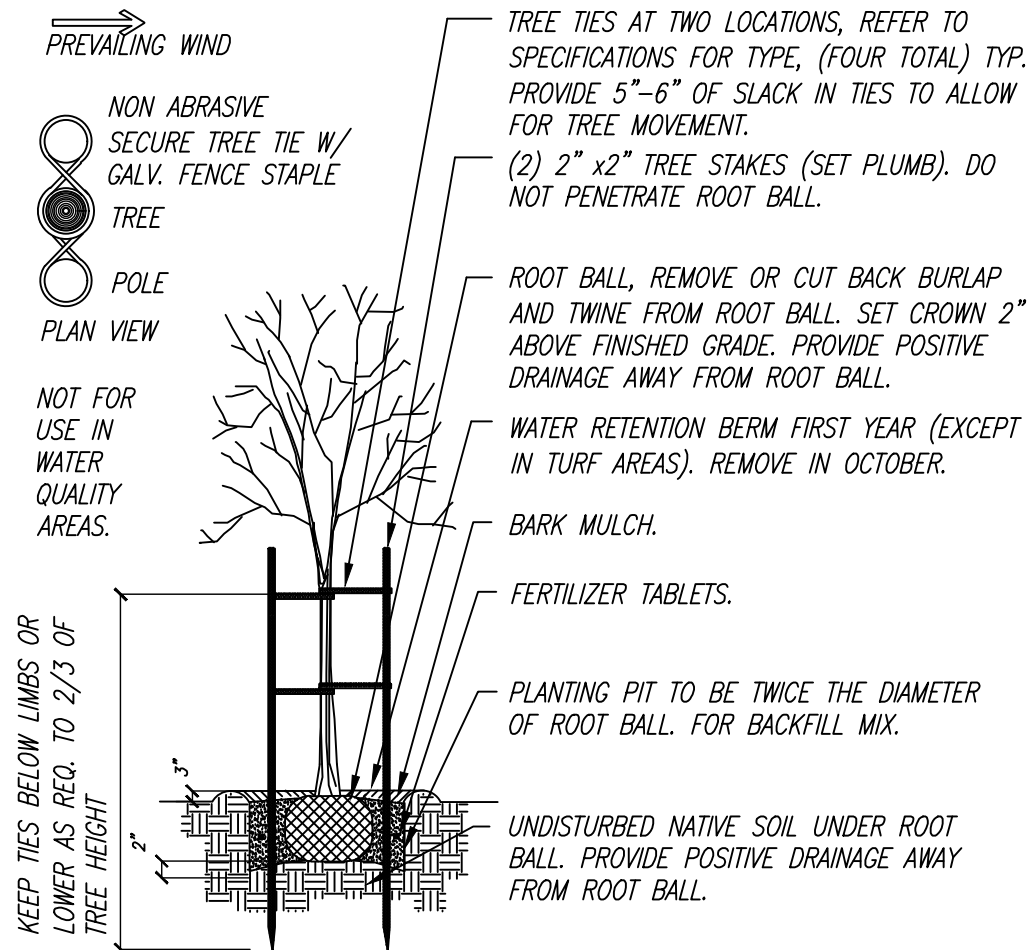
	SIZE	SPACING	QUANTITY
CORNUS KOUSA x FLORIDA 'STELLAR PINK DOGWOOD' 2" CAL. or approved equal.	2" CAL.	30' O.C.	24
ACER RUBRUM 'OCTOBER GLORY MAPLE' or approved equal.	2" CAL.	30' O.C.	24
CHAMACYPARIS NOOTKATENSIS 'GREEN ARROW' or approved equal.	5-6' TALL	AS SHOWN	44
GINKGO BILOBA 'GOLDEN' or approved equal.	1.5" CAL.	AS SHOWN	55
NYSSA SYLVATICA 'BLACK TUPELO' or approved equal.	1.5" CAL.	AS SHOWN	2
TURF GRASS or approved equal	N/A	AS SHOWN	T.B.D.

LANDSCAPE NOTES

LANDSCAPING SHALL BE WATERED WITH AN IRRIGATION SYSTEM CAPABLE OF SUSTAINING THE PLANTINGS IN A HEALTHY CONDITION YEAR AROUND.

TREES AND OTHER PLANTINGS SHALL BE PRUNED, WATERED, FERTILIZED AND MAINTAINED IN A HEALTHY CONDITION.

APPROXIMATE LOCATIONS FOR TREES ARE SHOWN ON THE PLAN. EXACT LOCATIONS TO BE DETERMINED BY DEVELOPER OR BUILDER AFTER CONSTRUCTION OF DRIVEWAYS, SIDEWALKS AND BUILDINGS.



B&B Deciduous Tree Planting Details
NO SCALE

TREE DENSITY TABLE

NET SITE AREA (GROSS AREA-R/W AND STORM FACILITIES)	3.65 ACRES
TREE UNITS REQUIRED PER ACRE	30
TREE UNITS REQUIRED	110
EXISTING TREE UNITS RETAINED	0
ADDITIONAL TREE UNITS REQUIRED	110
ADDITIONAL TREE UNITS PROVIDED	113

TIMELINE & NARRATIVE

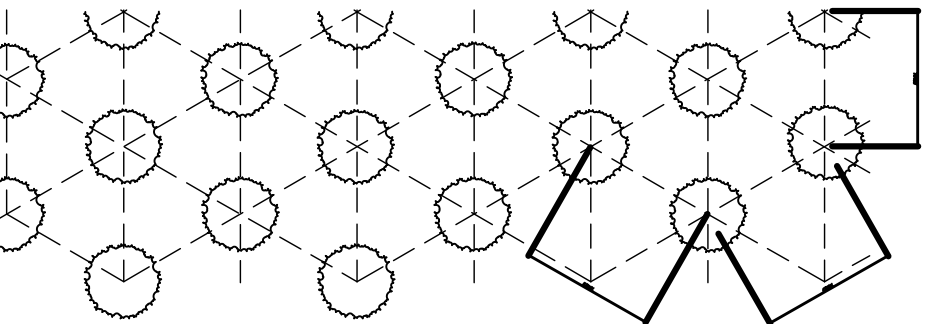
TREES IN THE PUBLIC RIGHT OF WAY SHALL BE INSTALLED BY DEVELOPER OR BUILDER PRIOR TO ISSUING OF OCCUPANCY PERMIT FOR LOT ADJACENT TO RIGHT OF WAY IN QUESTION.

TREES ON INDIVIDUAL LOTS SHALL BE INSTALLED BY DEVELOPER OR BUILDER PRIOR TO ISSUING OF OCCUPANCY PERMIT FOR SAID LOT. TREES ARE EASILY DAMAGED DURING CONSTRUCTION AND SHOULD NOT BE INSTALLED UNTIL AFTER ALL DRIVEWAYS, SIDEWALKS AND HEAVY CONSTRUCTION ACTIVITIES ARE COMPLETED.

TREES SHALL BE WATERED AND MAINTAINED IN A HEALTHY CONDITION YEAR ROUND. EXISTING TREES SHALL BE PROTECTED FROM DAMAGE DURING AND FOLLOWING CONSTRUCTION. PRUNING AND OTHER MAINTENANCE SHALL BE PERFORMED BY INDIVIDUAL HOMEOWNERS OR THE HOMEOWNER'S ASSOCIATION.

INSTALLATION COST/ TREE	110 TREES X \$200 = \$22,000
MAINTENANCE COST/ TREE	110 TREES X \$40/YEAR X 3 YEARS = \$13,200
TOTAL	\$35,200

COST ESTIMATE IS APPROXIMATE
PROPOSED TREE LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.



NOTES:

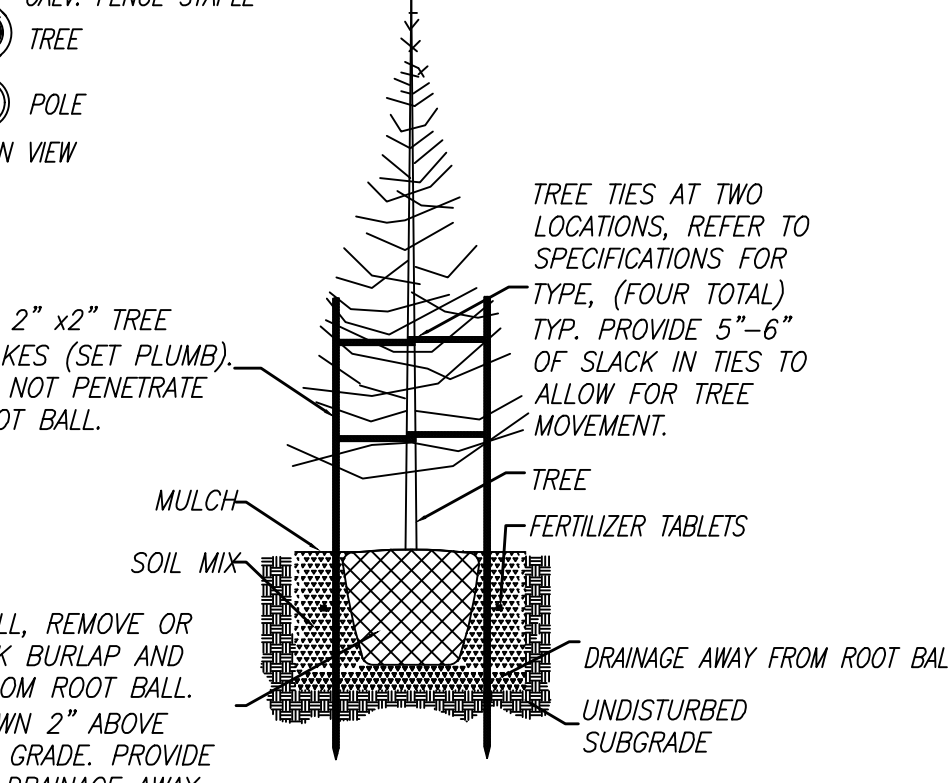
ALL GROUND COVER SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING AS SPECIFIED IN PLANTING LEGEND.

GROUND COVER TO BE LOCATED ONE HALF OF SPECIFIED SPACING DISTANCE FROM ANY HARD SURFACE, UNLESS OTHERWISE SPECIFIED.

SPECIFICATIONS ARE INCLUDED WITHIN PLAN SHEETS, LANDSCAPE NOTES AND SPECIFICATIONS. REFER TO ALL PRIOR TO BIDDING AND CONSTRUCTION.

PRELIMINARY

REVISIONS



Evergreen Tree Planting Details
NO SCALE

CIVIL ENGINEERING ~ LAND PLANNING
DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE

2005 BROADWAY
VANCOUVER, WA 98663
PHONE (360)993-0911
FAX (360)993-0912

SCOTT A. TAYLOR
LICENSE NO. 1247
EXPIRES ON

LEVEL V TREE VEGETATION AND SOILS PLAN

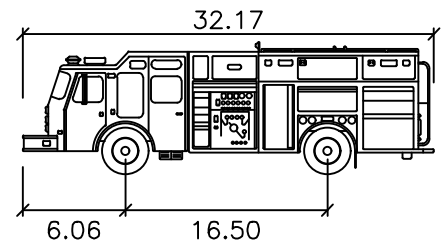
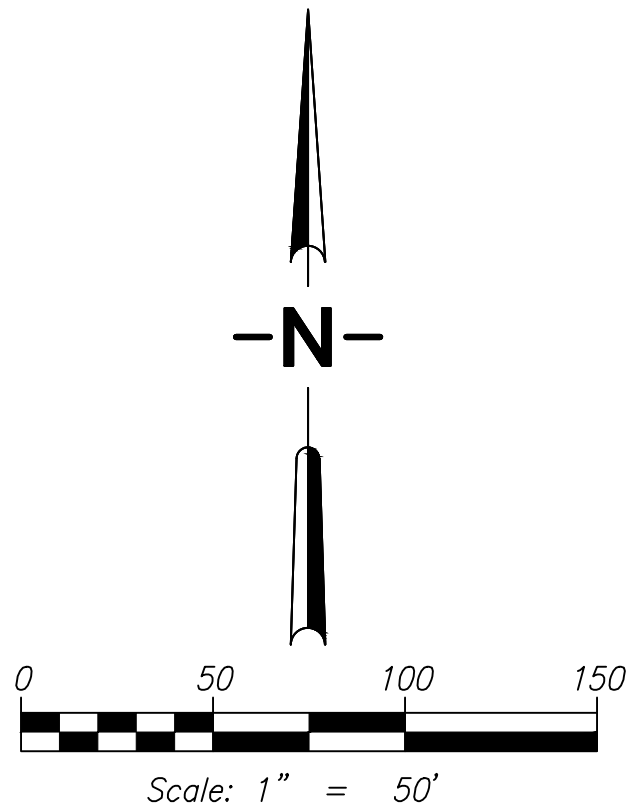
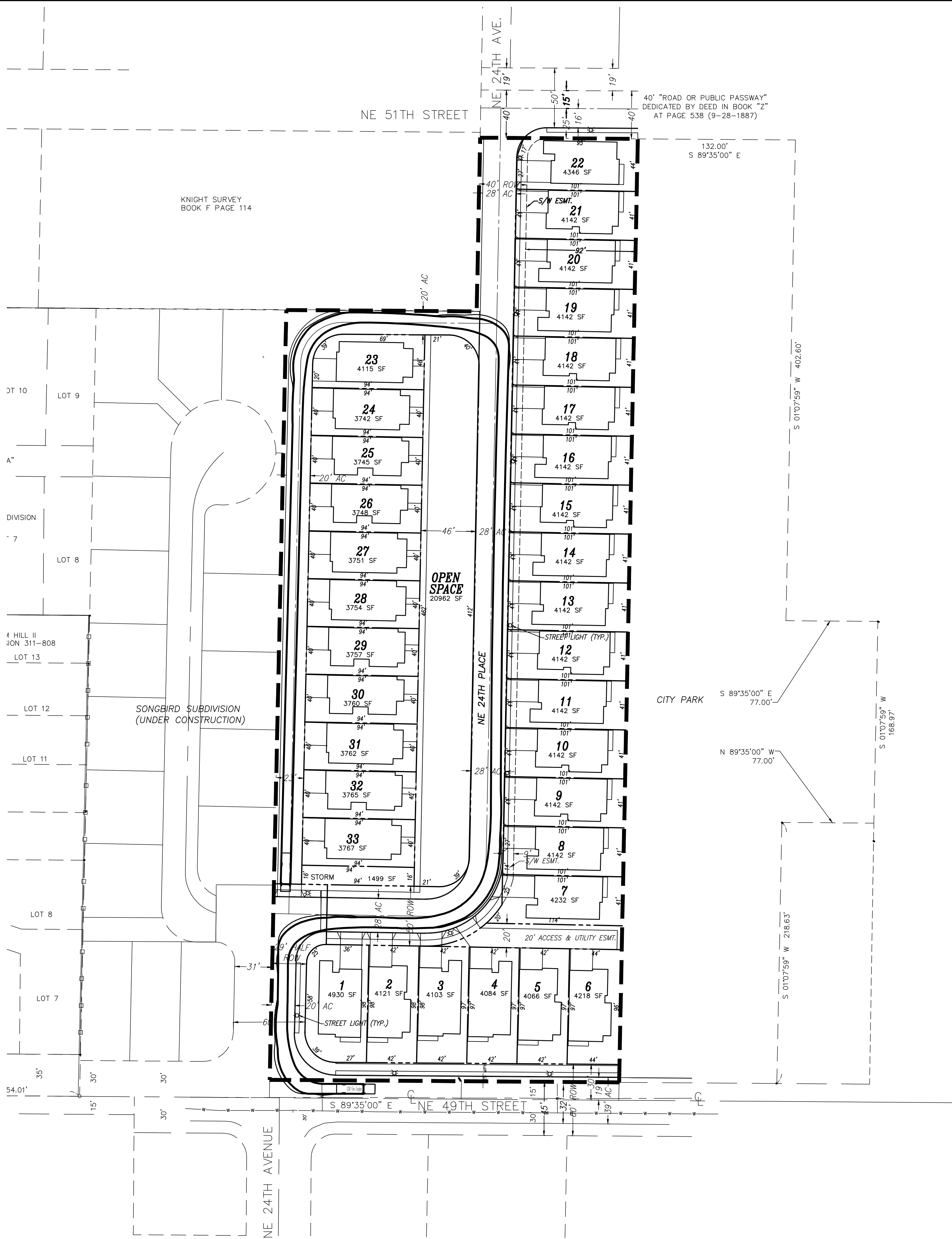
MINNEHAHA WEST P.D.
SUBDIVISION

WASHINGTON

CITY OF VANCOUVER

DESIGNED BY: JPB, SEM
DRAWN BY: JPB, SEM
CHECKED BY: JTM, SAT
SCALE: 1" = 50'

JOB NUMBER: 1964
SHEET: PRE5.0

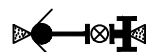


COV Fire Engine	feet
Width	: 8.17
Track	: 8.17
Lock to Lock Time	: 6.0
Steering Angle	: 39.7

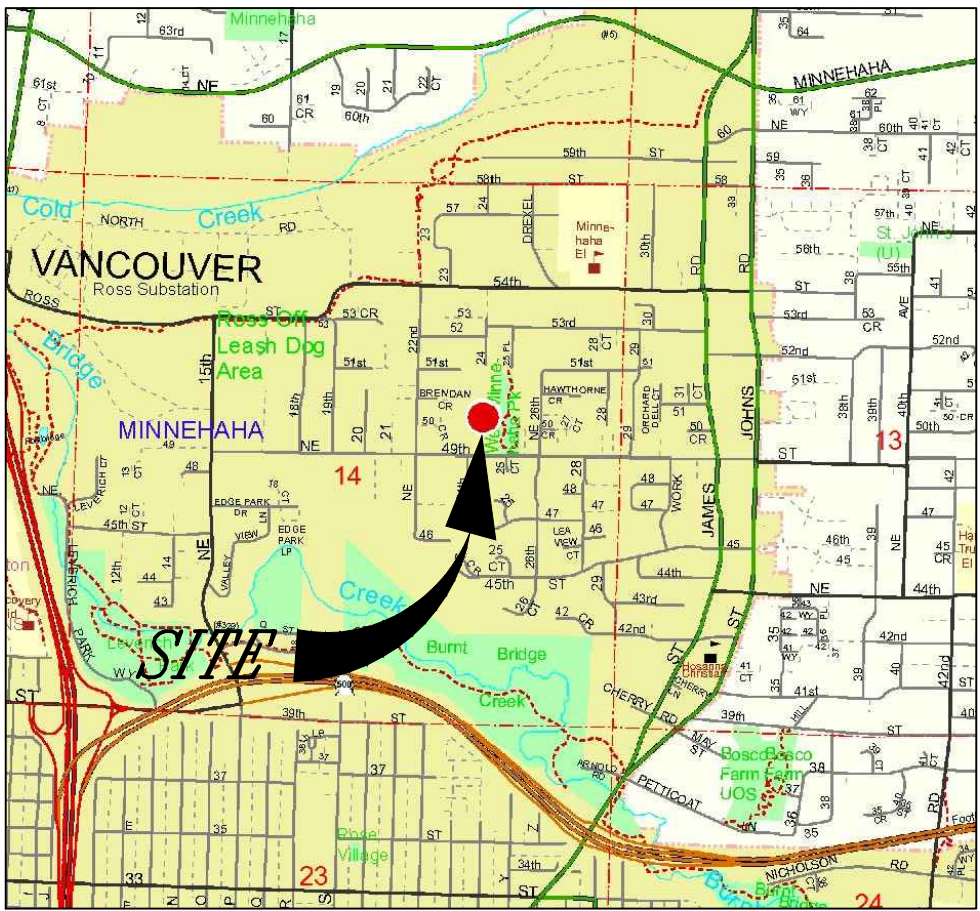
Side Load Automated Recycling Truck - Typically single family and multifamily recycling collection, commercial cart collection											
Type	Make Model	Front Axle	Rear Axle	Wheelbase	Front Axle to Bumper	LH Turn	RH Turn	Cab Width	Cab Width including mirrors	Body Width	Length Bumper to Bumper
Tandem Axle	Peterbilt 320	Dana D2000F	Dana D46-170	260"	61"	26°.2"	27°.3"	96"	117"	96"	414"
											Length Ft. Bumper to rear most point
											441"
											Height
											150"

FIRE NOTES

RED CURB WITH WHITE 4" BLOCK LETTERING & 1/2" STROKE EVERY 20' AND AT CHANGES IN DIRECTION. LETTERING ON THE VERTICAL FACE OF THE CURB.



PROPOSED FIRE HYDRANT



VICINITY MAP
NTS

PRELIMINARY
NOT FOR CONSTRUCTION

FIRE RESPONSE SITE PLAN

MINNEHAHA WEST P.D.
SUBDIVISION

WASHINGTON

CITY OF VANCOUVER

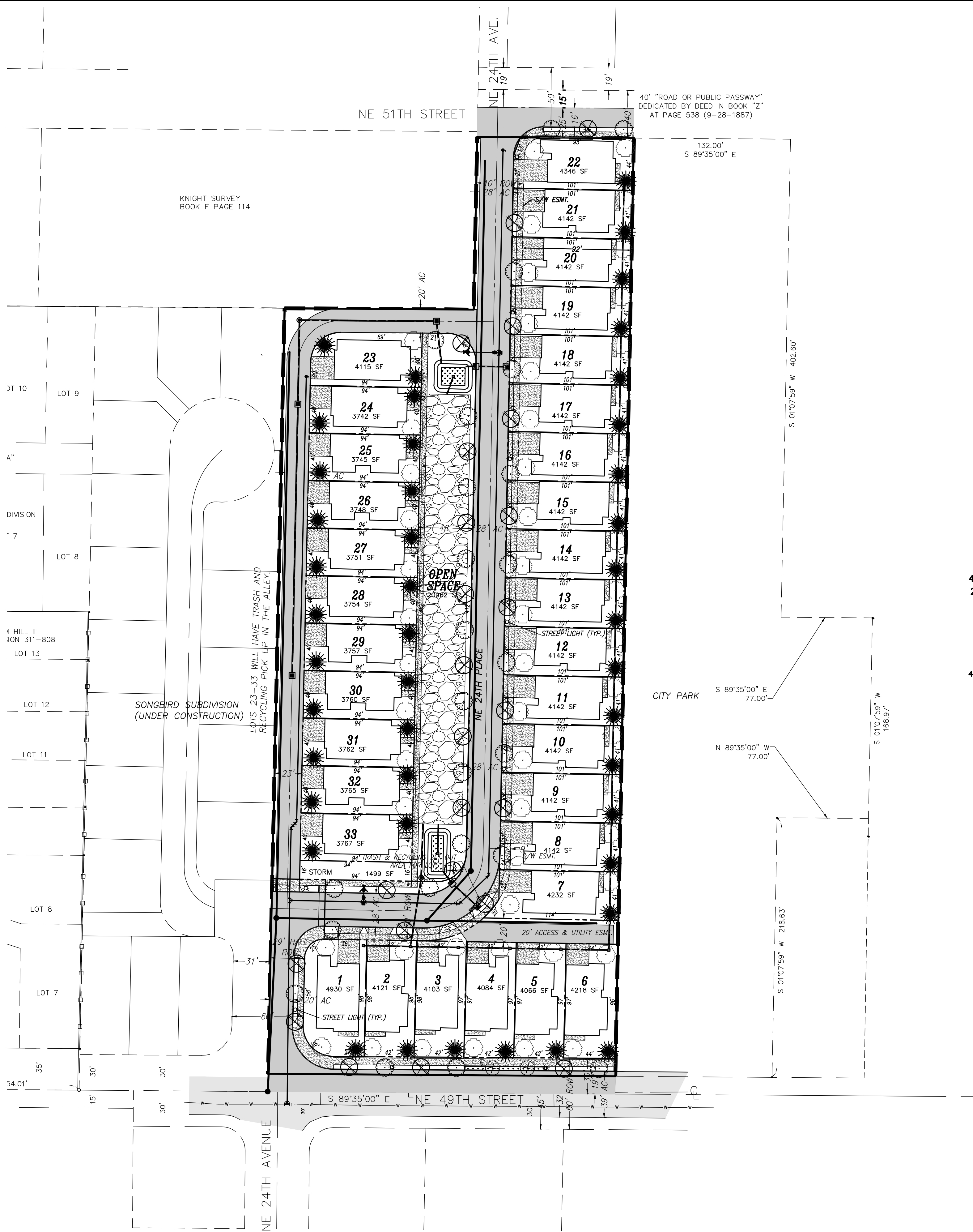
PRELIMINARY

REVISIONS

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SCALE: 1" = 50'

JOB NUMBER
1964

SHEET
PRE6.0



MINNEHAHA WEST P.D. SUBDIVISION

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1
EAST OF THE WILLAMETTE MERIDIAN CLARK COUNTY, WASHINGTON
PRELIMINARY APPLICATION
MARCH 2020

APPLICANT:
GINN DEVELOPMENT
ATTN: LISA HARKER
7223 NE HAZEL DELL AVENUE
VANCOUVER, WA 98665
PH: 360-768-5034
EM: LISA@GINNDEVELOPMENT.COM

PROPERTY OWNERS
K L CHARPILLOZ & MARIE WATTERS
2400 & 2416 NE 49TH ST
VANCOUVER, WA 98663

PARCEL # & PROPERTY ADDRESS:
149467-000 & 150282-000
2416 NE 49TH ST VANCOUVER, WA 98663
2400 NE 49TH ST VANCOUVER, WA 98663

CONTACT PERSON:
SGA ENGINEERING, PLLC
ATTN: SCOTT TAYLOR
2005 BROADWAY STREET
VANCOUVER, WA 98663
PH: 360.993.0911
FX: 360.993.0912
EM: STAYLOR@SGAENGINEERING.COM

EXISTING SITE INFORMATION

EXISTING PARCEL NUMBER 149467-000 & 150282-000
CURRENT USE SINGLE FAMILY HOMES & OUTBUILDINGS ON ACREAGE
ZONING DESIGNATION R-9
GROSS SITE AREA 4.76 ACRES 207,450 S.F.
TRANSIT ROUTES C-TRAN #190 PICKS UP 0.4 MILES WEST OF SITE ON NE 15TH AVENUE AT NE 49TH STREET.
EXISTING WATER AND SEWER SEWER & WATER SERVICE WILL BE PROVIDED BY CITY OF VANCOUVER. NO WELLS OR SEPTIC SYSTEMS ARE KNOWN TO EXIST ON-SITE.

ENVIRONMENTAL CONDITIONS

THE SITE CONTAINS NO KNOWN ENVIRONMENTAL CONDITIONS LISTED IN THE APPLICATION CHECKLIST. THE SITE IS LOCATED IN THE BURNT BRIDGE CREEK WATERSHED.

EXISTING CONDITIONS DISCLAIMER

THE EXISTING CONDITIONS SHOWN ON THIS PLAN WERE OBTAINED FROM INFORMATION PROVIDED BY MGS SURVEYING AND PUBLIC RECORDS AVAILABLE THROUGH CLARK COUNTY GIS MAPPING AND DOCUMENTS. SGA ENGINEERING, PLLC DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION.

PROPOSED SITE INFORMATION

PROPOSED USE
SINGLE-FAMILY RESIDENTIAL (33 LOT) PLANNED DEVELOPMENT (P.D.) SUBDIVISION

DEVELOPMENT STANDARDS

MINIMUM AVERAGE LOT AREA	4,500 SF MIN. ALLOWED 3,742 SF MIN. LOT SIZE PROPOSED WITH P.D.
AVERAGE MINIMUM LOT WIDTH	N/A WITH P.D.
AVERAGE MINIMUM LOT DEPTH	N/A WITH P.D.
FRONT YARD SETBACK	10' TO HOME, 18' TO GARAGE
STREET SIDE YARD SETBACK	N/A WITH P.D.
INTERIOR SIDE YARD SETBACK	N/A WITH P.D.
REAR YARD SETBACK	5'
MAXIMUM LOT COVERAGE	50%, 60% PROPOSED WITH P.D.
MAXIMUM BUILDING HEIGHT	35'

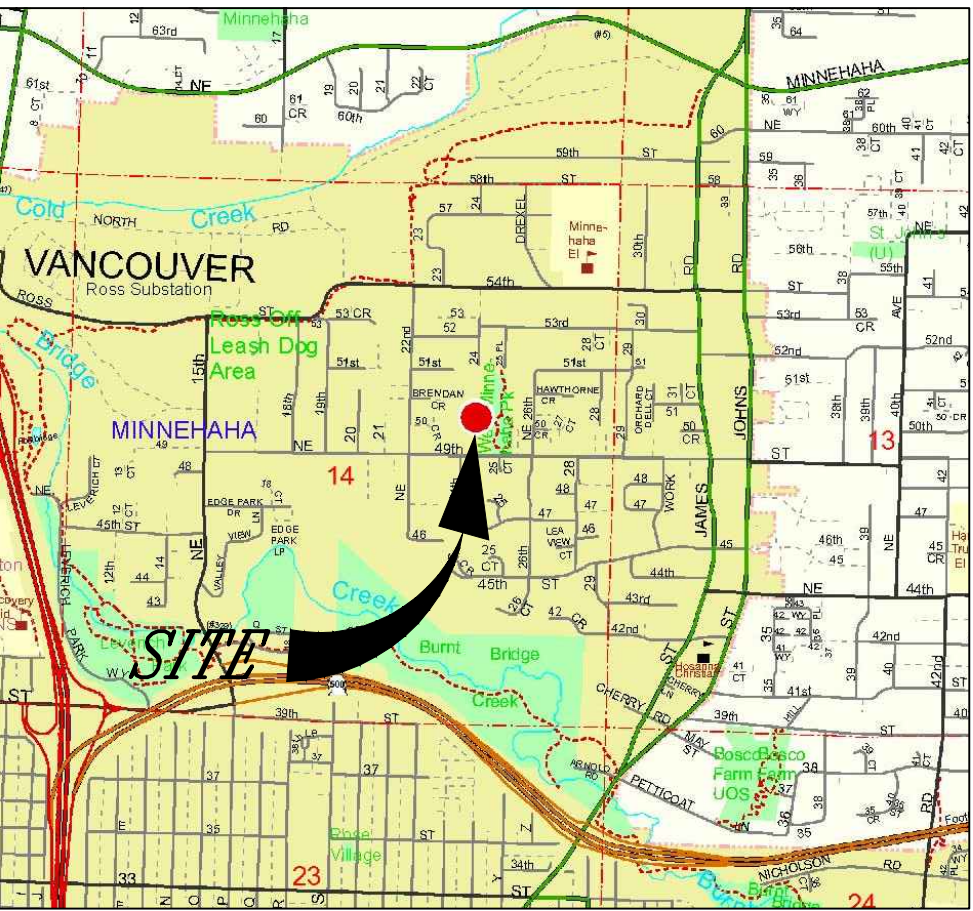
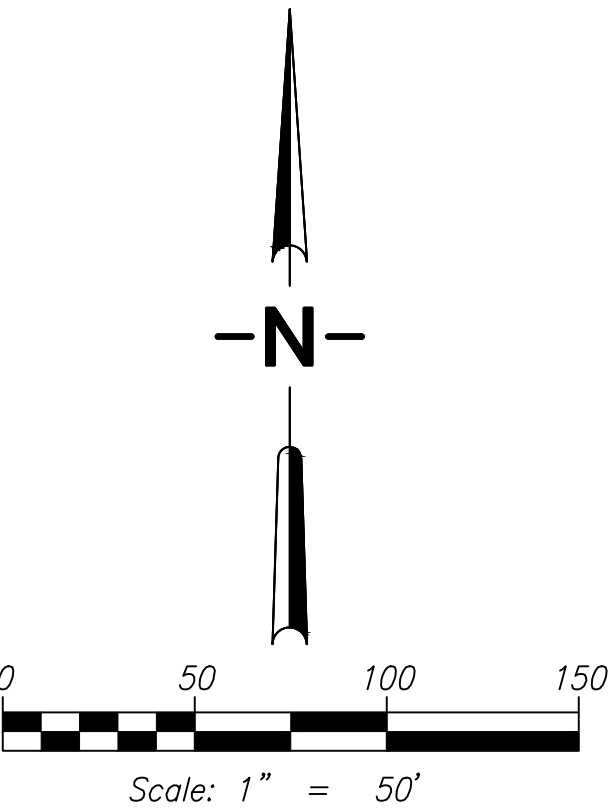
UTILITY PROVIDERS

SEWER	PUBLIC SEWER BY CITY OF VANCOUVER
WATER	PUBLIC WATER BY CITY OF VANCOUVER
ELECTRICAL	CLARK PUBLIC UTILITIES

STORMWATER MANAGEMENT

TREATMENT CITY OF VANCOUVER STANDARDS
DISPOSAL STORMWATER IS PROPOSED TO BE TREATED USING BIO-RETENTION FACILITIES, BIOSWALES OR OTHER APPROVED BMP'S
STORMWATER WILL BE INFILTRATED INTO THE GROUND WHERE FEASIBLE OR DETAINED AND RELEASED AT OR BELOW PRE-DEVELOPED RATES.

PROPOSED SITE AREA SUMMARY	ACRES	S.F.
GROSS SITE AREA	4.76	207450
NET SITE AREA (GROSS AREA - PVT. ROAD, R/W, & OPEN SPACE/STORMWATER TRACTS)	3.07	133761
AVERAGE LOT AREA	0.09	4053
RIGHT-OF-WAY DEDICATED	1.12	48618



VICINITY MAP
NTS

ENGINEERING & DESIGN
CIVIL ENGINEERING ~ LAND PLANNING
DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE

2005 BROADWAY
VANCOUVER, WA 98663
PHONE (360)993-0911
FAX (360)993-0912

PRELIMINARY
NOT FOR CONSTRUCTION

CONCEPT DEVELOPMENT PLAN
MINNEHAHA WEST P.D.
SUBDIVISION

WASHINGTON

CITY OF VANCOUVER

PRELIMINARY

REVISIONS

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SCALE: 1" = 50'

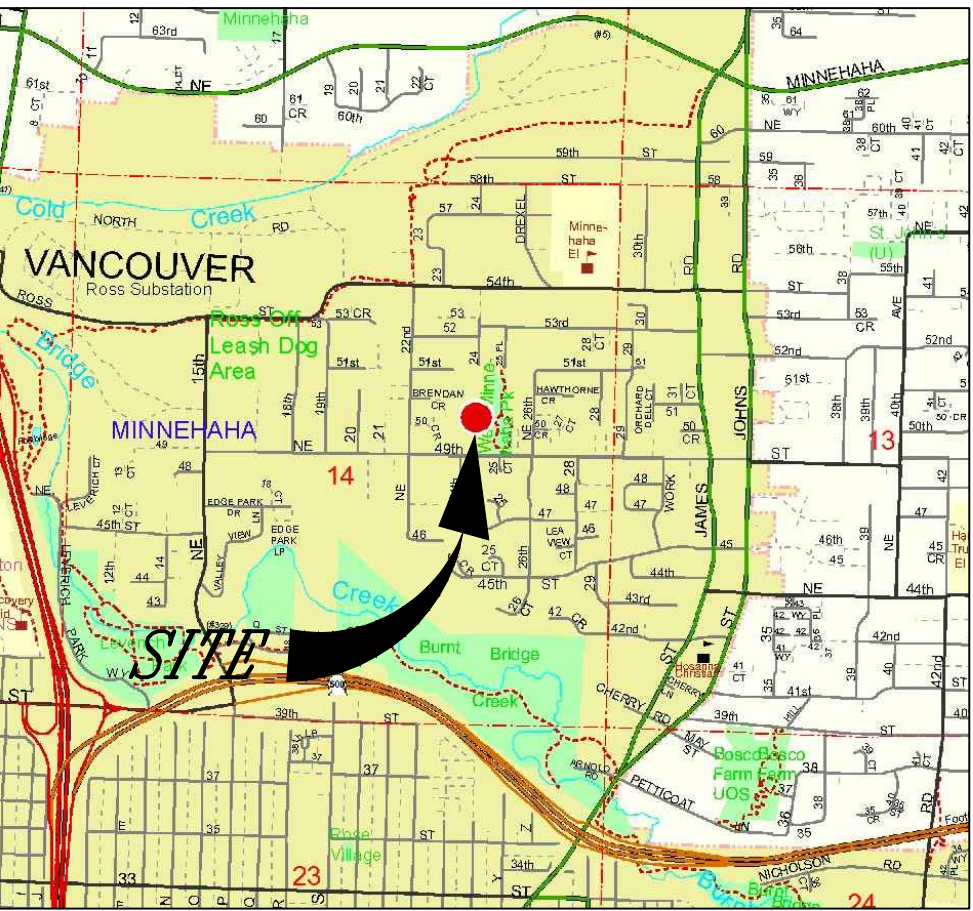
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SHEET
PRE7.0

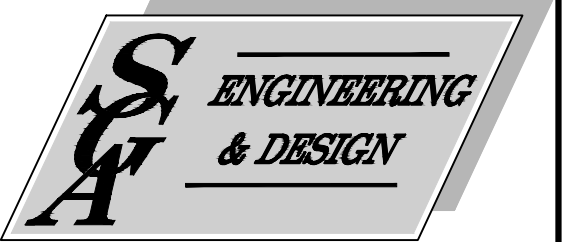
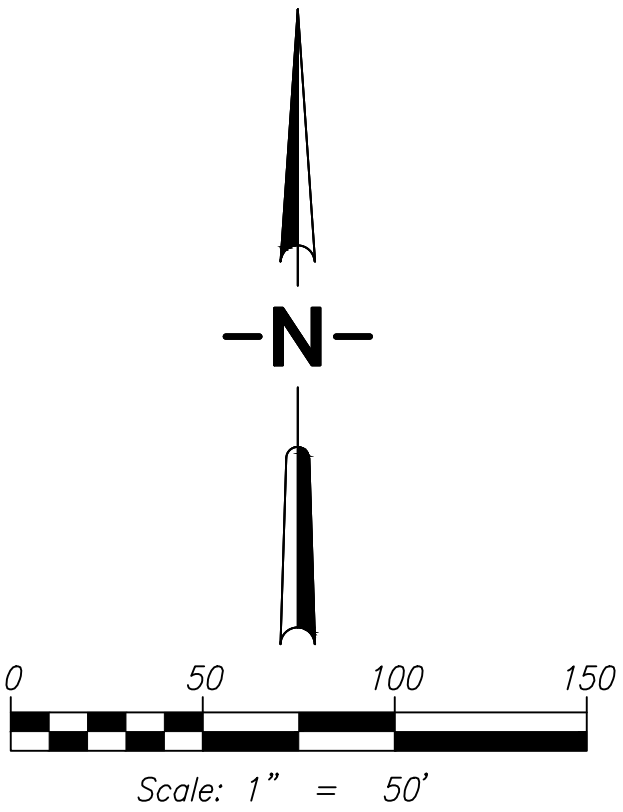
© SCA ENGINEERING PLLC - DATE PLOTTED: Mar. 19, 2020 - 1:33 PM SCA DRAWING FILE: W:\DWG\1964 - MINNEHAHA WEST P.D\DRAWINGS\2-PRELIM SHEET SET\PRELIMINARY STRIPING AND LANE CONFIGURATION PLANNING



NO ADJUSTMENTS TO THE SIGNING AND STRIPING ARE PROPOSED AT THIS TIME. CONSTRUCTION PLANS WILL CONFIRM ANY NECESSARY ADJUSTMENTS TO LANE CONFIGURATIONS. STRIPING IS SHOWN ON THE SITE PLAN FOR PARKING AREAS AND THE PRIVATE STREETS.



VICINITY MAP
NTS



CIVIL ENGINEERING ~ LAND PLANNING
DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE

2005 BROADWAY
VANCOUVER, WA 98663
PHONE (360)993-0911
FAX (360)993-0912

PRELIMINARY
NOT FOR CONSTRUCTION

PRELIMINARY SIGNING, STRIPING AND LANE CONFIGURATION PLAN

MINNEHAHA WEST P.D.
SUBDIVISION

WASHINGTON

CITY OF VANCOUVER

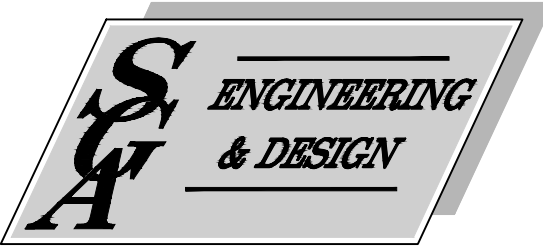
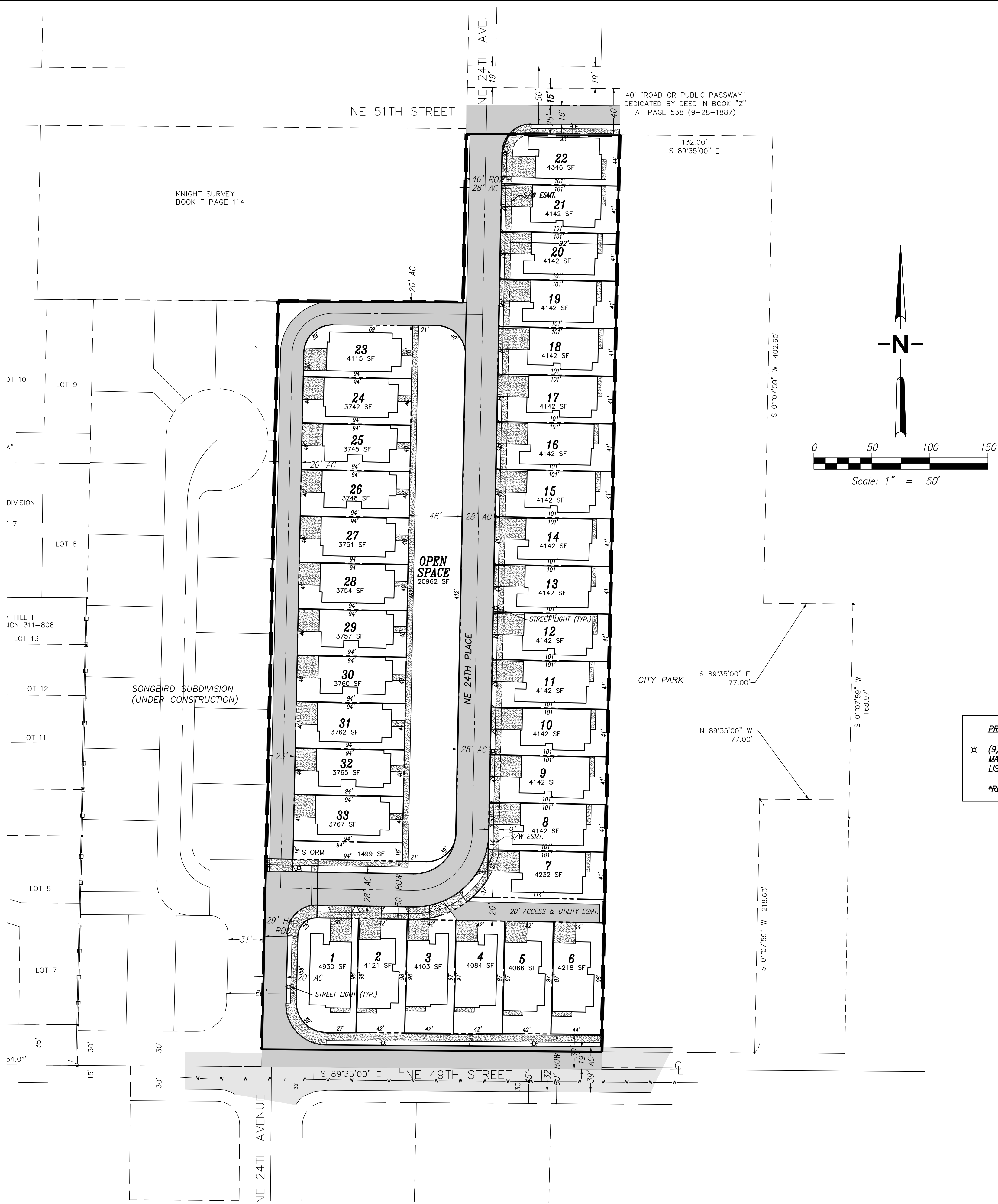
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REVISIONS

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JOB NUMBER
1964

SHEET
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DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE

2005 BROADWAY
VANCOUVER, WA 98663
PHONE (360)993-0911
FAX (360)993-0912

PRELIMINARY
NOT FOR CONSTRUCTION

MINNEHAHA WEST P.D. SUBDIVISION

WASHINGTON

CITY OF VANCOUVER

LIGHTING PLAN

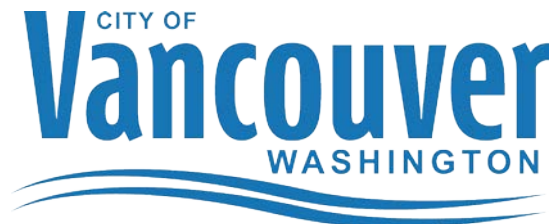
PRELIMINARY

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SCALE: 1" = 50'

JOB NUMBER
1964

SHEET
PRE9.0



P.O. Box 1995 • Vancouver, WA 98668-1995
www.cityofvancouver.us

May 6, 2020

**Notice of Application, Public Hearing, and
Optional SEPA Determination of Nonsignificance
Minnehaha West Planned Development
PRJ-163875/LUP-78186**

Request: A 33-lot single-family residential planned development

Application was submitted March 25, 2020 and deemed fully complete April 22, 2020.

Location: 2400 and 2416 NE 49th Street, Parcels 149467 and 150282 located in the NE ¼ of Section 14, Township 2N, Range 1E of the Willamette Meridian.

Contact/

Applicant: Ginn Development, Attn: Lisa Harker, 7223 NE Hazel Dell Ave., Vancouver, WA 98665

Property Owner: Kevin and Denise Charpiloz, 2400 NE 49th Street, Vancouver, WA 98663 and Marie Watters, 2416 NE 49th Street, Vancouver, WA 98663

Neighborhood Association: West Minnehaha

Public Hearing Scheduled Land Use Hearing conducted by the Hearing Examiner
Tuesday, July 21, 2020, 6 p.m. *
Council Chambers, 2nd Floor of City Hall
415 W. 6th Street, Vancouver, WA

Under the authority of VMC 20.790.230, the City of Vancouver will use the optional combined determination of nonsignificance (DNS) and notice of application process. Based on the initial review of the proposed project, the City of Vancouver expects to issue a DNS on the proposal, finding the project will not create probable significant adverse environmental impacts.

The comment period for the notice of application may be the only opportunity to comment on the environmental impacts of the proposal. The proposal may include mitigation measures under applicable codes, and the review process may incorporate or require mitigation measures regardless of whether an environmental impact statement is prepared.

Comments on the project received before 4 p.m., June 5, 2020, will be incorporated into the staff report; comments received after that date will be presented at the hearing.

This notice is intended to inform potentially interested parties about the threshold determination and the public hearing, and to invite them to appear before the hearing examiner, to offer oral testimony, or to submit written statements for the record. A decision by the hearing examiner may be appealed to City Council by the applicant or any aggrieved person. Such an appeal must be in writing and be filed with Community and Economic Development Department within 14 calendar days after the hearing examiner's decision is mailed. In the absence of such appeal, the examiner's decision shall be final and conclusive.

Procedural appeals to the SEPA determination shall be filed in writing within 14 calendar days following the last day of the comment period. The hearing examiner's decision of the SEPA procedural appeal shall be final and not subject to further administrative appeal.

Substantive SEPA appeals shall be filed in writing within 14 calendar days of the issuance of staff's decision approving, conditioning, or denying the project.

A copy of the final determination may be obtained upon written request. Please include any one of the project numbers listed.

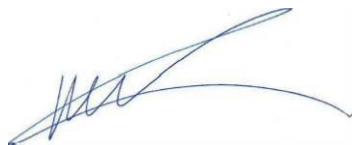
During COVID-19, information regarding this application may be obtained by contacting the Case Manager listed below either by email or phone.

***Please note that due to the COVID-19 crisis, the scheduled hearing may need to be conducted remotely. Please contact the case manager listed below prior to the hearing to see if the hearing will be a remote hearing and for instructions on how to testify.**

Case Manager: Mark Person, AICP, Senior Planner 360-487-7885

E-mail: mark.person@cityofvancouver.us

Mailing Address: Community & Economic Development Dept., PO Box 1995, Vancouver, WA 98668



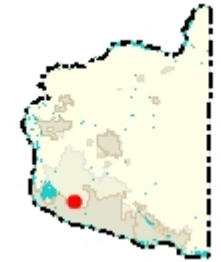
May 6, 2020

Name

Date

Coverage of this hearing is being cablecast live on Clark/Vancouver Television Channel 23, Comcast Cable Television System. For replay dates and times, please check newspaper listings or telephone 360-487-8703.

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.



 Taxlots
 All Roads
 Interstate or State Route
 Arterial
 Collector
 Private or Other
 Cities Boundaries
 Urban Growth Boundaries

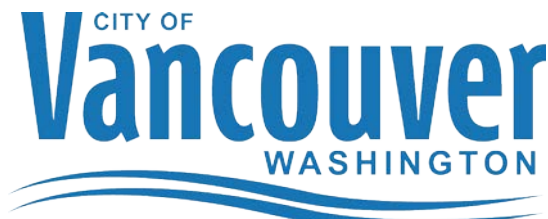
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WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



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www.cityofvancouver.us

June 12, 2020

**Notice of Final Determination of Nonsignificance
Minnehaha West Planned Development
PRJ-163875/LUP-78186**

The city issued a determination of nonsignificance for this project May 6, 2020; this determination is retained. The city received comments from the Department of Ecology and Southwest Clean Air Agency in addition to a neighbor (see attached).

It has been determined the following described project will not have a probable significant adverse impact on the environment. Under the authority of WAC 197-11-330(1) and 197-11-350, a determination of nonsignificance has been issued.

Request: A 33-lot single-family residential planned development

Location: 2400 and 2416 NE 49th Street, Parcels 149467 and 150282 located in the NE ¼ of Section 14, Township 2N, Range 1E of the Willamette Meridian.

Contact/

Applicant: Ginn Development, Lisa Harker, 7223 NE Hazel Dell Ave., Vancouver, WA 98665

Property Owner: Kevin and Denise Charpillouz, 2400 NE 49th Street, Vancouver, WA 98663 and Marie Watters, 2416 NE 49th Street, Vancouver, WA 98663

Neighborhood Association: West Minnehaha

Requests to appeal this decision must be made in writing within 14 calendar days after the date the decision is mailed. The letter of appeal shall state the case number designated by the city, the name of the applicant, name and signature of each petitioner, a statement showing that each petitioner is entitled to file the appeal under VMC Chapter 20.210, the specific aspect(s) of the decision and/or SEPA issue being appealed, the reasons each aspect is in error as a matter of fact or law, and the evidence relied on to prove the error. A substantive appeal of the SEPA determination must be filed in conjunction with and within the limitation period applicable to an available administrative appeal of the applicable permit or approval (VMC 20.790.640.D).

All appeals, along with the required fee, must be received by 4 p.m., June 26, 2020.

During COVID-19, information regarding this application may be obtained by contacting the Case Manager listed below either by email or phone.

Responsible Official: Mark Person, Senior Planner, PO Box 1995, Vancouver, WA 98668
Telephone: 360-487-7885
E-mail: mark.person@cityofvancouver.us

A handwritten signature in blue ink, appearing to read "Mark Person", is written over a horizontal line.

Name

June 12, 2020

Date

**CLARK COUNTY WASHINGTON****PUBLIC HEALTH****clark.wa.gov**

1601 E Fourth Plain Blvd, Bldg 17
 PO Box 9825
 Vancouver, WA 98666-8825
 360.397.8000

February 4th, 2020

Lisa Harker
 Ginn Development
 7223 NE Hazel Dell Avenue
 Vancouver, WA 98665

RE: Conditional Development Review Evaluation for "Minnehaha West Subdivision" located at 2400 NE 49th Street, Vancouver, WA 98663 (SR35617; Tax Parcel 149467000 & 150282000; PJR-163875)

****Final Approval Required by Clark County Public Health****

Ms. Harker:

The Development Review Evaluation for which you applied has been completed by Clark County Public Health (CCPH). This evaluation is limited to the area of the proposed development.

On-Site Sewage Treatment Systems (CCC 24.17, WAC 246-272A, CCC 40.370, RCW 58.17):

A municipal sewage system is proposed for this development. County records currently document existing operational on-site sewage system for both parcels.

- Parcel #150282-000, Address: 2400 NE 49th Street - ON0014585, located north of the current dwelling, according to County records
- Parcel #149467-000, Address: 2416 NE 49th Street - ON0004456, located north of the current dwelling, according to County records

All on-site sewage systems located during development of this plat must be properly abandoned with documentation submitted to CCPH prior to final plat approval. Proper abandonment of the systems requires tank pumping by a licensed pumper, breaking in the tank lids, and filling the cavities with compacted soil. Any cesspools, drywells, or pump chambers discovered on the site must also be abandoned in this manner.

The proposed development must connect to an approved public sewer system. A copy of the final acceptance letter from the sanitary sewer purveyor or the equivalent must be submitted with the Mylar (final plat).

Water Systems (WAC 173-160, WAC 246-290, CCC 40.370, RCW 58.17):

A municipal water supply is proposed for this development. No existing water well is noted in the application or observed in the field by CCPH.

Wells may exist at the site. Any wells located during development of this plat must be properly decommissioned by a licensed well driller with documentation submitted to CCPH prior to final plat approval. All decommissioned wells must be shown on the final plat.

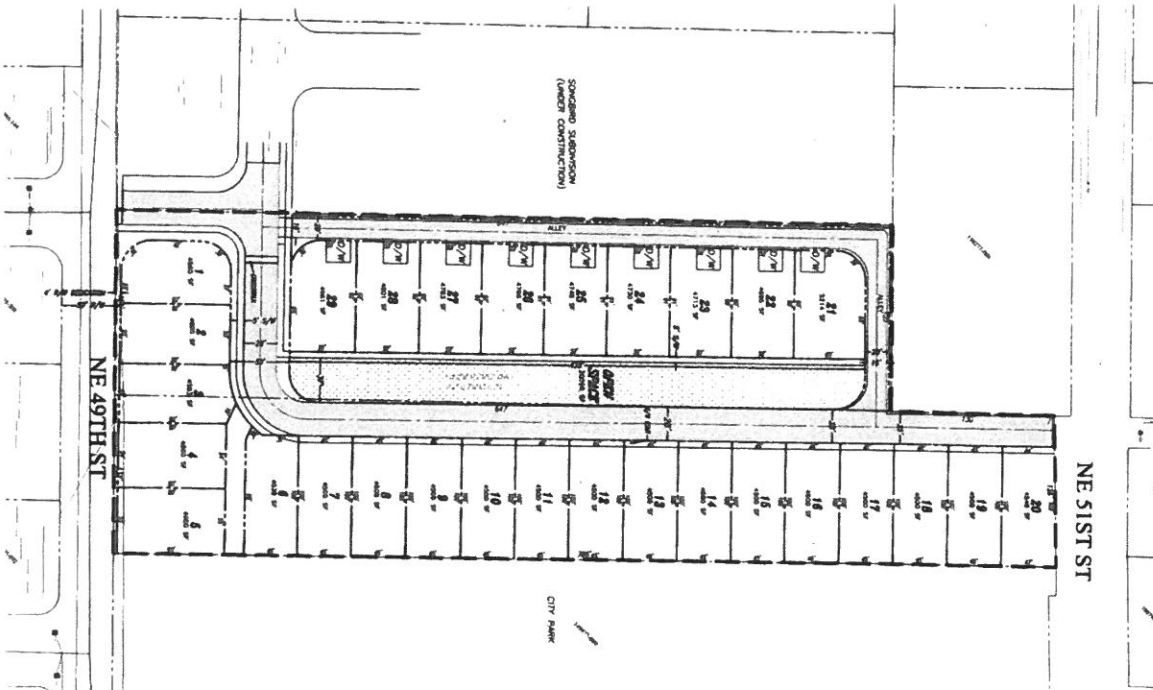
The proposed development must connect to an approved public water system. A copy of the final acceptance letter from the purveyor or the equivalent must be submitted with the Mylar (final plat).

If you have any questions concerning this letter, please contact me at (564) 397-8428 ext. 7375.

Sincerely,


 Jaimee Searcy
 Environmental Health Specialist

CC: Mark Person, City of Vancouver Community & Economic Development Department



NE 51ST ST

NE 49TH ST

CITY PARK

MINNEHAHA WEST P.D. SUBDIVISION

OWNER: CITY OF VANCOUVER, 1500 WEST 1ST AVENUE, VANCOUVER, WA 98603
 PREPARED BY: 504 ENGINEERING PLLC, 1500 WEST 1ST AVENUE, VANCOUVER, WA 98603
 DATE: 11/07/2019

GENERAL NOTES

1. ALL DISTANCES ARE IN FEET AND INCHES.
2. ALL DISTANCES ARE TO THE CENTER OF THE LOT.
3. ALL DISTANCES ARE TO THE CENTER OF THE LOT.
4. ALL DISTANCES ARE TO THE CENTER OF THE LOT.
5. ALL DISTANCES ARE TO THE CENTER OF THE LOT.
6. ALL DISTANCES ARE TO THE CENTER OF THE LOT.
7. ALL DISTANCES ARE TO THE CENTER OF THE LOT.
8. ALL DISTANCES ARE TO THE CENTER OF THE LOT.
9. ALL DISTANCES ARE TO THE CENTER OF THE LOT.
10. ALL DISTANCES ARE TO THE CENTER OF THE LOT.

EXISTING SITE INFORMATION

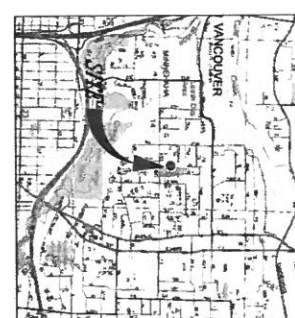
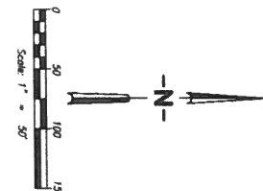
1. EXISTING LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20.
2. EXISTING LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20.
3. EXISTING LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20.
4. EXISTING LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20.
5. EXISTING LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20.

PROPOSED SITE INFORMATION

1. PROPOSED LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20.
2. PROPOSED LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20.
3. PROPOSED LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20.
4. PROPOSED LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20.
5. PROPOSED LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20.

PROPOSED LOT INFORMATION

PROPOSED LOT	PROPOSED LOT AREA	PROPOSED LOT AREA	PROPOSED LOT AREA
1	1,000	1,000	1,000
2	1,000	1,000	1,000
3	1,000	1,000	1,000
4	1,000	1,000	1,000
5	1,000	1,000	1,000
6	1,000	1,000	1,000
7	1,000	1,000	1,000
8	1,000	1,000	1,000
9	1,000	1,000	1,000
10	1,000	1,000	1,000
11	1,000	1,000	1,000
12	1,000	1,000	1,000
13	1,000	1,000	1,000
14	1,000	1,000	1,000
15	1,000	1,000	1,000
16	1,000	1,000	1,000
17	1,000	1,000	1,000
18	1,000	1,000	1,000
19	1,000	1,000	1,000
20	1,000	1,000	1,000



VICINITY MAP

PRE-APPLICATION PLAT

MINNEHAHA WEST P.D. SUBDIVISION

CITY OF VANCOUVER

WASHINGTON



504 ENGINEERING & DESIGN
 CIVIL ENGINEERING - LAND PLANNING
 DEVELOPMENT SERVICES
 LANDSCAPE ARCHITECTURE
 1500 WEST 1ST AVENUE
 VANCOUVER, WA 98603
 TEL: (206) 461-1111
 FAX: (206) 461-1112

DESIGNED BY	SAI LAM
DRAWN BY	SAI LAM
CHECKED BY	MS
SCALE	1" = 50'
JOB NUMBER	1564
SHEET	PAGE 10



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

June 5, 2020

Mark Person, AICP, Senior Planner
City of Vancouver
Community & Economic Development
PO Box 1995
Vancouver, WA 98668

Dear Mark Person:

Thank you for the opportunity to comment on the optional determination of nonsignificance/notice of application for the Minnehaha West Planned Development Project (PRJ-163875, LUP-78186) located at 2400 and 2416 Northeast 49th Street as proposed by Ginn Development for Kevin and Denise Charpiloz. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

SOLID WASTE MANAGEMENT: Derek Rockett (360) 407-6287

All grading and filling of land must utilize only clean fill. All other materials may be considered solid waste and permit approval may be required from the local jurisdictional health department prior to filling. All removed debris resulting from this project must be disposed of at an approved site. Contact the local jurisdictional health department for proper management of these materials.

TOXICS CLEANUP: Craig Rankine (360) 690-4795

There are known contaminated site(s) within approximately half-a-mile of the proposed SEPA action. The site(s) include, but may not be limited to following, see Ecology Facility Site ID No's, site name and project manager:

- 6928703 Calhoun Property (no project manager assigned, contact Craig Rankine [360] 690-4795)

If environmental contamination is discovered at the site of the proposed action, it must be reported to Ecology's Southwest Regional Office by contacting the Environmental Report Tracking System Coordinator at (360) 407-6300. For assistance regarding cleanup information on sites listed above contact the Ecology project manager. Provisions and equipment should be on hand to contain and cleanup a release of oil or fuel from heavy equipment operation.

**WATER QUALITY/WATERSHED RESOURCES UNIT:
Sheila Marcoe (360) 407-6329**

Erosion control measures must be in place prior to any clearing, grading, or construction. These control measures must be effective to prevent stormwater runoff from carrying soil

and other pollutants into surface water or stormdrains that lead to waters of the state. Sand, silt, clay particles, and soil will damage aquatic habitat and are considered to be pollutants.

Any discharge of sediment-laden runoff or other pollutants to waters of the state is in violation of Chapter 90.48 RCW, Water Pollution Control, and WAC 173-201A, Water Quality Standards for Surface Waters of the State of Washington, and is subject to enforcement action.

Construction Stormwater General Permit:

The following construction activities require coverage under the Construction Stormwater General Permit:

1. Clearing, grading and/or excavation that results in the disturbance of one or more acres **and** discharges stormwater to surface waters of the State; and
2. Clearing, grading and/or excavation on sites smaller than one acre that are part of a larger common plan of development or sale, if the common plan of development or sale will ultimately disturb one acre or more **and** discharge stormwater to surface waters of the State.
 - a) This includes forest practices (including, but not limited to, class IV conversions) that are part of a construction activity that will result in the disturbance of one or more acres, **and** discharge to surface waters of the State; and
3. Any size construction activity discharging stormwater to waters of the State that Ecology:
 - a) Determines to be a significant contributor of pollutants to waters of the State of Washington.
 - b) Reasonably expects to cause a violation of any water quality standard.

If there are known soil/ground water contaminants present on-site, additional information (including, but not limited to: temporary erosion and sediment control plans; stormwater pollution prevention plan; list of known contaminants with concentrations and depths found; a site map depicting the sample location(s); and additional studies/reports regarding contaminant(s)) will be required to be submitted.

Additionally, sites that discharge to segments of waterbodies listed as impaired by the State of Washington under Section 303(d) of the Clean Water Act for turbidity, fine sediment, high pH, or phosphorous, or to waterbodies covered by a TMDL may need to meet additional sampling and record keeping requirements. See condition S8 of the Construction Stormwater General Permit for a description of these requirements. To see if your site discharges to a TMDL or 303(d)-listed waterbody, use Ecology's Water Quality Atlas at: <https://fortress.wa.gov/ecy/waterqualityatlas/StartPage.aspx>.

The applicant may apply online or obtain an application from Ecology's website at: <http://www.ecy.wa.gov/programs/wq/stormwater/construction/> - [Application](#). Construction site operators must apply for a permit at least 60 days prior to discharging stormwater from construction activities and must submit it on or before the date of the first public notice.

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Mark Person

June 5, 2020

Page 3

Department of Ecology
Southwest Regional Office

(GMP:202002508)

cc: Derek Rockett, SWM
Craig Rankine, TCP
Sheila Marcoe, WQ

June 4, 2020

Attn: Mark Person
 Community and Economic Development Dept.
 PO Box 1995
 Vancouver WA 98668

RE: Minnehaha West Planned Development; PRJ-163875; SEPA 202002508

Mr. Person:

The Southwest Clean Air Agency (SWCAA) has learned that your agency has issued/will issue a SEPA Determination for the above project. Please be advised that SWCAA administers/enforces a number of regulations that may apply to the proposed project. The applicability of these regulations depends on the exact nature of the project in question. The following sections provide brief summaries of the requirements for the general types of activity that may be affected by this project.

Demolition / Asbestos [SWCAA 476]:

- Prior to **demolition or renovation** of a structure, a thorough asbestos inspection must be conducted by an AHERA-certified inspector in order to determine the presence of asbestos containing material (ACM) in all affected structure(s) or area(s).
A copy of the AHERA asbestos inspection report must be posted for viewing at the project site.

Asbestos Containing Material PRESENT

If the asbestos inspection reveals ACM to be present in the affected structure(s) or area(s) –

Required documents/reports: (for each structure)

- Notification of Demolition
- Notice of Intent to Remove Asbestos
- AHERA asbestos inspection report

There is a 10-calendar day waiting period from the time the notices are submitted before asbestos removal or structure demolition may begin.

All asbestos must be completely removed from the affected structure(s) or area(s) prior to structure demolition taking place.

ACM must be removed by certified personnel in full accordance with the Southwest Clean Air Agency's Regulations SWCAA 476 (Standards for Asbestos Control) and with 40 CFR Part 61 Subpart M (National Emission Standards for Asbestos).

Asbestos Containing Material NOT PRESENT

If the asbestos inspection does not reveal ACM to be present in the affected structure(s) or area(s)...

...and the structure is to be demolished –

Required documents/reports:

- Notification of Demolition
- AHERA asbestos inspection report

There is a 10-calendar day waiting period from the time the notification is submitted before the demolition may begin.

...and the project involves only renovation and that renovation does not involve the removal of load bearing walls –

Required documents/reports:
 none

Construction Dust [SWCAA 400: General Regulations for Air Pollution Sources]:

- Construction and earthmoving activities have the potential to generate excessive dust emissions if reasonable control measures are not implemented. SWCAA Regulation 400-040(2) requires that “no person shall cause or permit the emission of particulate matter from any stationary source to be deposited beyond the property under direct control of the owner or operator of the stationary source in sufficient quantity to interfere unreasonably with the use and enjoyment of the property upon which the material is deposited”. Furthermore,



SWCAA Regulation 400-040(8)(a) requires that “the owner or operator of any source of fugitive dust shall take reasonable precautions to prevent fugitive dust from becoming airborne and shall maintain and operate the source to minimize emissions”.

- Common control measures to mitigate the emission of dust from construction and earthmoving activities include: application of water before and during earthmoving operations, application of water to disturbed surface areas (including access roads and staging areas) after earthmoving operations, application of chemical dust control products and/or surfactants, limiting access to open/disturbed areas, reducing equipment/vehicle speeds, establishing vegetative cover on inactive areas and ceasing operations altogether during high wind events.
- Violations of SWCAA Regulation 400-040 may result in civil penalties being assessed against the project operator and/or property owner.

The proponent of this project may contact SWCAA at 360-574-3058 for more information regarding the agency’s requirements. Notification forms, permit applications, air quality regulations and other information are available on the internet at <http://www.swcleanair.org>.

Sincerely,

A handwritten signature in black ink, appearing to read 'Duane Van Johnson', with a stylized, looping flourish extending to the right.

Duane Van Johnson
Air Quality Specialist II

February 7, 2020

MEMORANDUM

TO: Lisa Harker
Ginn Development, Project Manager

FROM: Nicole Daltoso
Capital Facilities Planning Manager

RE: Minnehaha West PD Subdivision

The school district has reviewed the proposed 29 single-family lots located at 2400 and 2416 NE 49th Str. The proposed site lies within **Minnehaha Elementary School, Jason Lee Middle School and Hudson's Bay High School** boundaries.

Student Enrollment and Capacity**Minnehaha Elementary School**

Current Enrollment	<u>527</u>
Approximate Capacity	<u>494</u>

Jason Lee Middle School

Current Enrollment	<u>685</u>
Approximate Capacity	<u>868</u>

Hudson's Bay High School

Current Enrollment	<u>1,166</u>
Approximate Capacity	<u>1,680</u>

At the present time, Minnehaha Elementary School exceeds capacity. It is the policy of the Vancouver School District to make accommodations for enrollment at each school as necessary. This would include the use of portable classrooms or adjustments to the attendance boundaries with neighboring schools in order to accommodate increased student enrollment.

Student Transportation

Bus transportation is provided for students who live more than one (1) mile from schools. Students who live less than one (1) mile will be required to walk unless there are unsafe walking conditions. Bus stops are determined as parcels are developed, and the main criteria for establishing a bus stop is the safety of the children. The current bus stop for students attending Minnehaha Elementary is located at NE 49th Str and NE 26th Court. Jason Lee Middle Schools bus stop is located at NE 49th Str and NE 24th Ave. The current bus stop for students attending Hudson's Bay High School is located at NE 49th Str and NE 26th Ave.

If additional information is needed, please do not hesitate to call 360-313-1040.

Memorandum

To: Lisa Harker
Ginn Development

From: Daniel Stumpf

Date: January 24, 2020

Subject: Minnehaha West Subdivision
Trip Generation & Distribution Report



Introduction

This memorandum reports and evaluates the transportation impacts related to the proposed Minnehaha West Subdivision, to be located at 2416 NE 49th Street in Vancouver, Washington. The proposed development will include the construction of 33-lot residential subdivision.

The purpose of this memorandum is to examine and address any transportation-related impacts from the proposed development. This study will review the proposed development's trip generation and distribution, as well as identify any concurrency corridors projected to receive any additional traffic. In addition, sight distance was evaluated at the proposed site access intersection along NE 49th Street.

Location Description

Project Site Description

The subject site is located north of NE 49th Street, east of NE 22nd Avenue, and west of NE 26th Avenue in Vancouver, Washington. The site consists of two accessor parcels (lots #149467000 and #150282000) which encompass an approximate total of 4.86 acres. The site is currently developed as two single-family detached houses, both of which will be removed upon redevelopment of the site. The proposed subdivision will take access along NE 49th Street at a location opposite of NE 24th Avenue.

Vicinity Roadways

The proposed development is expected to predominately impact four nearby vicinity roadways. Table 1 provides a description of each of these vicinity roadways.

Table 1: Vicinity Roadway Descriptions

Roadway	Jurisdiction	Functional Classification	Cross-Section	Speed	On-Street Parking	Bicycle Lanes	Curbs	Sidewalks
NE 49th Street	City of Vancouver	Collector Arterial	2 Lanes	25 mph Posted	Partially Permitted	None	Partial Both Sides	Partial Both Sides
NE 15th Avenue	City of Vancouver	Collector Arterial	2 Lanes	25 mph Posted	Not Permitted	Partial Both Sides	Partial Both Sides	Partial Both Sides
NE St. James Road	City of Vancouver	Principal Arterial	2 Lanes	35 mph Posted	Permitted Both Sides	West Side	Both Sides	Partial Both Sides
NE St. Johns Road	City of Vancouver	Principal Arterial	2 Lanes	35 mph Posted	Permitted Both Sides	East Side	Both Sides	Partial Both Sides

Notes: Functional Classification based on City of Vancouver *Arterial Street System map*.

Figure 1 below presents an aerial image of the nearby vicinity with the project site outlined in yellow.



Figure 1: Aerial Photo of Site Vicinity (Image from Google Earth)

Site Trips

Trip Generation

The proposed Minnehaha West Subdivision will include the construction of 33 single-family detached houses, removing 2 existing houses for a net increase of 31 houses. To estimate the number of trips that will be generated by the proposed use, trip rates from the *Trip Generation Manual*¹ were used. Data from land use code 210, *Single-Family Detached Housing*, was used to estimate the existing and proposed development's trip generation based on the number of dwelling units.

The trip generation calculations show that the proposed development is projected to generate an additional 23 morning peak hour trips, 31 evening peak hour trips, and 294 average weekday site trips. The trip generation estimates are summarized in Table 2 and detailed trip generation calculations are included as an attachment to this memorandum.

Table 2: Trip Generation Summary

	ITE Code	Size	Morning Peak Hour			Evening Peak Hour			Weekday Total
			Enter	Exit	Total	Enter	Exit	Total	
Existing Conditions	210	2 units	0	1	1	1	1	2	18
Proposed Conditions	210	33 units	6	18	24	21	12	33	312
Net New Site Trips			6	17	23	20	11	31	294

Trip Distribution

The trip distribution for the proposed development was derived using the Southwest Washington Regional Transportation Council (RTC) transportation system model. The project site is located within Transportation Analysis Zone (TAZ) #194 for which a select zone analysis was run to determine the distribution of site trips entering and exiting the zone. Using information from the RTC model the following trip distribution is projected:

- Approximately 39 percent of site trips will travel to/from the south along NE St. James/Johns Road;
- Approximately 36 percent of site trips will travel to/from the north along NE St. James/Johns Road;
- Approximately 18 percent of site trips will travel to/from the west along NE 49th Street;
- Approximately 5 percent of site trips will travel to/from the east along NE 49th Street; and
- Approximately 2 percent of site trips will travel to/from locales within the immediate site vicinity.

¹ Institute of Transportation Engineers (ITE), *Trip Generation Manual*, 10th Edition, 2017.



Table 3 below summarizes the impact to each concurrency corridor as defined by the City of Vancouver.

Table 3: Transportation Management Zones

Concurrency Corridor	From	To	Evening Peak Hour Site Trips
Mill Plain Boulevard	SE 192nd Avenue	SE 164th Avenue	0
	SE 164th Avenue	SE 136th Avenue	0
	SE 136th Avenue	Interstate 205	1
	Interstate 205	N Andresen Road	0
	N Andresen Road	Interstate 5	0
	Interstate 5	W Fourth Plain Boulevard	1
St. Johns/Ft. Vancouver Way	E Mill Plain Boulevard	NE 63rd Street	9
Fourth Plain Boulevard	NE 162nd Avenue	Interstate 205	0
	Interstate 205	NE Andresen Road	1
	NE Andresen Road	Interstate 5	0
	Interstate 5	W Mill Plain Boulevard	1
Andresen Road	E Mill Plain Boulevard	State Road 500	1
	State Road 500	NE 78th Street	1
112th Avenue	NE 51st Street	NE 28th Street	1
	NE 28th Street	SE Mill Plain Boulevard	0
164th/162nd Avenue	NE Fourth Plain Boulevard	SE 1st Street	0
	SE 1st Street	State Road 14	0
Burton Road/28th Street	NE 162nd Avenue	NE 138th Avenue	0
	NE 138th Avenue	NE 112th Avenue	0
	NE 112th Avenue	NE 18th Street	1
18th Street	NE 164th Avenue	NE 138th Avenue	0
	NE 138th Avenue	NE 112th Avenue	0
136th/138th Avenue	NE Fourth Plain Boulevard	NE 28th Street	0
	NE 28th Street	E Mill Plain Boulevard	0
192nd Avenue	State Road 14	NE 18th Street	0



Sight Distance Analysis

Sight distances were evaluated for the proposed site access onto NE 49th Street. The minimum required intersection sight distance was determined in accordance with the City of Vancouver's Municipal Code Section 11.80.140. These standards state that intersection sight distance measurements must comply with standards established in *A Policy on Geometric Design of Highways and Streets*². According to AASHTO, the driver's eye is assumed to be 15 feet from the near edge of the nearest travel lane (or travelled way) of the intersecting street and at a height of 3.5 feet above the minor-street approach pavement. The vehicle driver's eye-height along the major-street approach is assumed to be 3.5 feet above the cross-street pavement.

Based on a posted speed of 25 mph, the minimum recommended intersection sight distance to ensure safe and efficient operation of the proposed access intersection is 280 feet to the east and west along the major street. Provided an on-site fence, when viewing east of the proposed access along NE 49th Street, is removed upon redevelopment of the site, intersection sight distances to the east and west of the proposed access were measured to be in excess of 300 feet.

Based on the analysis, upon removal of an on-site fence, adequate sight distances can be made available at the proposed site access intersection to ensure safe operation along NE 49th Street. No other sight distance mitigation is necessary or recommended.

Conclusions

The construction of the proposed Minnehaha West Subdivision is projected to generate an additional 23 morning peak hour trips, 31 evening peak hour trips, and 294 average weekday site trips. All nearby intersections of significance are not expected to experience significant site trip impacts.

Provided an on-site fence, when viewing east of the proposed access along NE 49th Street, is removed upon redevelopment of the site, adequate sight distances can be made available for the proposed site access to ensure safe operation of the intersection. No other mitigation is necessary or recommended as part of the proposed use.

If you have any questions or concerns regarding this analysis or need further assistance, please don't hesitate to contact us.

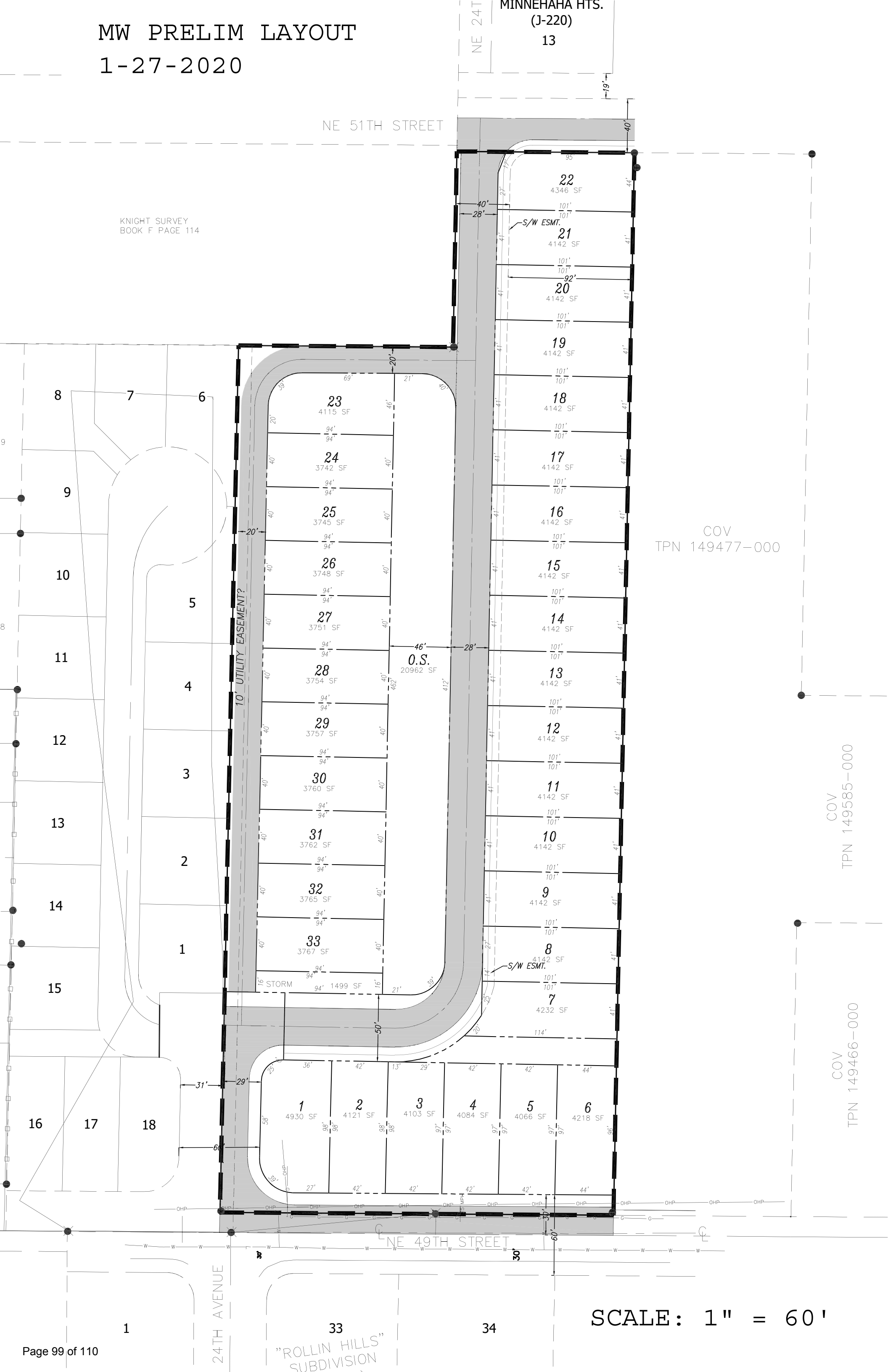
² American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Streets*, 6th Edition, 2011.



MW PRELIM LAYOUT
1-27-2020

MINNEHAHA HTS.
(J-220)
13

KNIGHT SURVEY
BOOK F PAGE 114



COV
TPN 149477-000

COV
TPN 149585-000

COV
TPN 149466-000

SCALE: 1" = 60'



TRIP GENERATION CALCULATIONS

Existing Conditions

Land Use: Single-Family Detached Housing
Land Use Code: 210
Setting/Location General Urban/Suburban
Variable: Dwelling Units
Variable Value: 2

AM PEAK HOUR

Trip Rate: 0.74

	Enter	Exit	Total
Directional Distribution	25%	75%	
Trip Ends	0	1	1

PM PEAK HOUR

Trip Rate: 0.99

	Enter	Exit	Total
Directional Distribution	63%	37%	
Trip Ends	1	1	2

WEEKDAY

Trip Rate: 9.44

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends	9	9	18

SATURDAY

Trip Rate: 9.54

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends	10	10	20

Source: Trip Generation Manual, Tenth Edition



TRIP GENERATION CALCULATIONS

Proposed Conditions

Land Use: Single-Family Detached Housing
Land Use Code: 210
Setting/Location General Urban/Suburban
Variable: Dwelling Units
Variable Value: 33

AM PEAK HOUR

Trip Rate: 0.74

	Enter	Exit	Total
Directional Distribution	25%	75%	
Trip Ends	6	18	24

PM PEAK HOUR

Trip Rate: 0.99

	Enter	Exit	Total
Directional Distribution	63%	37%	
Trip Ends	21	12	33

WEEKDAY

Trip Rate: 9.44

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends	156	156	312

SATURDAY

Trip Rate: 9.54

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends	157	157	314

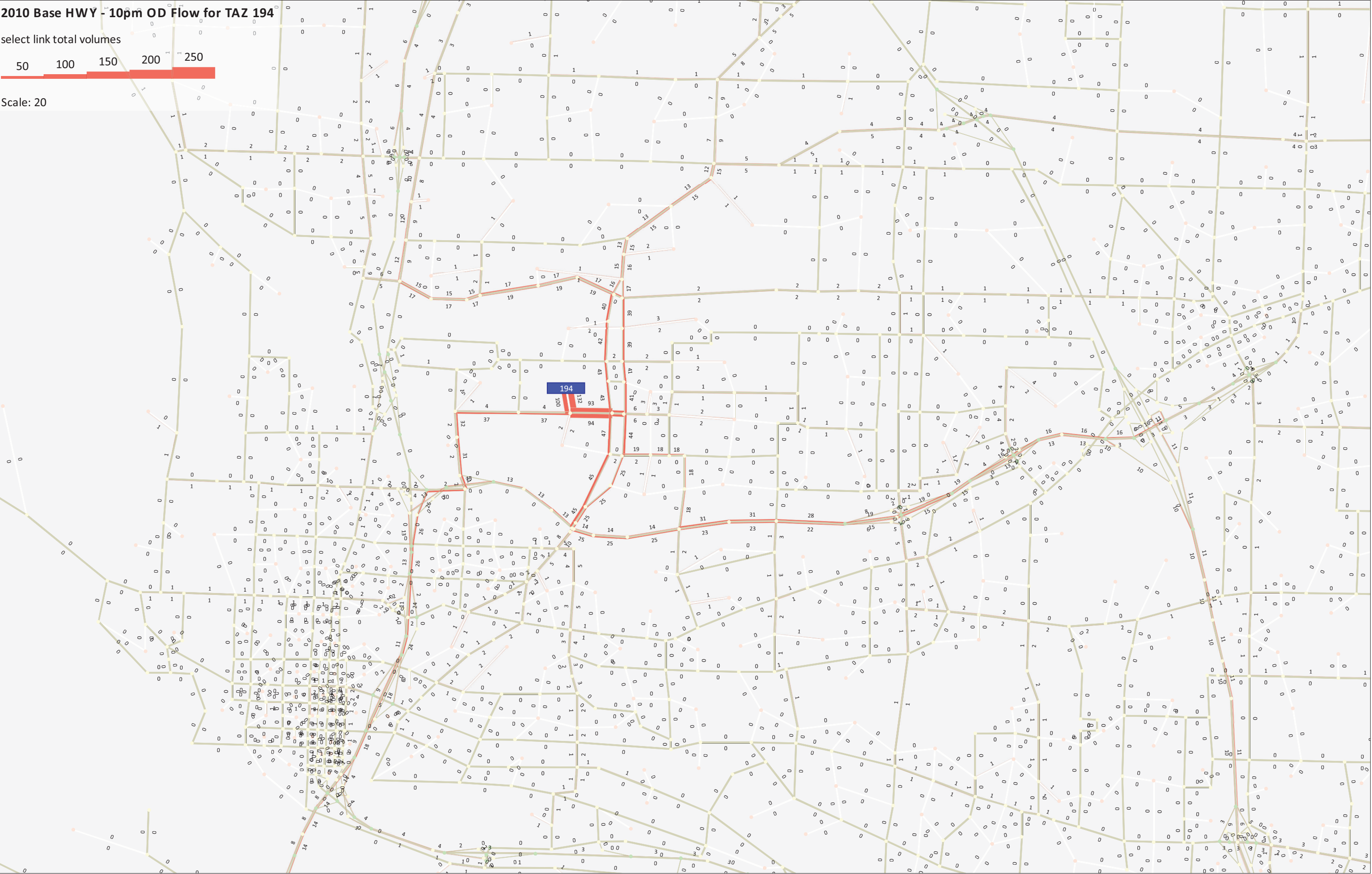
Source: Trip Generation Manual, Tenth Edition

2010 Base HWY - 10pm OD Flow for TAZ 194

select link total volumes



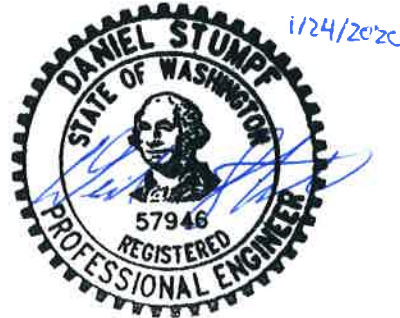
Scale: 20



January 24, 2020

Lisa Harker
Ginn Development
7223 NE Hazel Dell Avenue
Vancouver, WA 98665

RE: Minnehaha West Subdivision
Request for Certificate of Concurrency Survey



This is a request for a Certificate of Concurrency Survey for the Minnehaha West Subdivision. The project proposes a 33-lot residential subdivision, removing 2 existing houses for a net increase of 31 houses. The project site includes accessor parcels #149467000 and #150282000, addressed at/near 2416 NE 49th Street.

The project is located within Transportation Analysis Zone #194 and the following Transportation Management Zones:

- Mill Plain Boulevard between SE 136th Avenue and Interstate 205, as well as between Interstate 5 and W Fourth Plain Boulevard;
- St. Johns/Ft. Vancouver Way between E Mill Plain Boulevard and NE 63rd Street;
- Fourth Plain Boulevard between Interstate 205 and NE Andresen Road, as well as between Interstate 5 and W Mill Plain Boulevard;
- Andresen Road between E Mill Plain Boulevard and NE 78th Street;
- 112th Avenue between NE 51st Street and NE 28th Street; and
- Burton Road/28th Street between NE 112th Avenue and NE 18th Street.

Per the current ITE manual for trip generation, the proposed development will generate an additional 23 trips during the morning peak hour, 31 trips during the evening peak hour, and 294 trips during the average weekday. The traffic analysis has been submitted under a separate cover.

If any additional information should be required to process this request, please contact me at 503-248-0313 or email to daniel@lancastermobley.com.

Sincerely,



Daniel Stumpf, PE
Transportation Engineer

City of Vancouver Transportation Services
Trip and Traffic Impact Fee Calculation Worksheet
Application Number: PRJ-163875

Project Name: <u>Minnehaha West PD Subdivision</u>	Date: <u>6/5/2020 12:00:00 AM</u>
Project Address: <u>2400 NE 49TH ST</u>	TAZ: <u>TA194</u>
Project Number: <u>PRJ-163875</u>	Primary Corridor: <u>4PLN #3</u>
ENG Number: _____	Parcel 1 ID: <u>150282000</u>
TIF District: <u>Columbia</u>	Parcel 2 ID: _____
TIF Overlay District: _____	Parcel 3 ID: _____

Existing Site Trips ^^										
LU Description	ITE LU Code	Existing AM Peak Rate	Existing PM Peak Rate	Existing ADT Rate	Unit of Measure	Size**		Existing AM Peak Trips	Existing PM Peak Trips	Existing ADT
Single Family Det.Homes	210	0.75	1	10	1	2		1	2	20
^^ equals zero if this is a new development on greenfield or if old use has been gone > 1 year.								Existing Trips Total		
								1	2	20

New Trip Generation Calculation										
LU Description	ITE LU Code	AM Peak Rate	PM Peak Rate	ADT Rate	Unit of Measure*	Size**		New AM Peak	New PM Peak	New ADT
Single Family Det.Homes	210	0.75	1	10	1	33		24	33	330
*Unit of measure = ITE Unit by which total size is divided by in order to calc. trip generation								New Project Trips		
**Size - Total size of development, eg 10 dwelling units or 50,000 sqf.								24	33	330
***% reduction applied to trip generation, eg. .35 passby reduction for 100 trips - (1 - .35) * 100 - .65 - from approved traffic impact study only								Net New Project Trips (new trip = existing trips)		
****% reduction applied to trip generation, eg. .10 internal capture reduction for 100 trips - (1 - .10) * 100 - .9 * 100 - 90 - from approved traffic impact study only								24	33	330

Traffic Impact Fee Calculation									
LU Description	ITE LU Code	Proposed Project ADT	Net New Proj ADT	TIF Rate/Trip	TIF Overlay rate/trip	BEF Reduction = .3 for retail commercial uses & ITE LU 912	Tax Reduction	TIF Due	Overlay TIF Due
Single Family Det.Homes	210	330	310.00	180	0		0.15	\$47,430.00	\$0.00
Sum		330	310	TIF Totals:				\$47,430.00	\$0.00

Disclaimer: This information is provided based on the TIF program in place as of the date shown above and is only an estimate of the fee. The fee will be recalculated based on approved development dimensions and reflecting any changes to the TIF program that are applicable. Per VMC20.97.060 B,...for non-residential development, the impact fee shall be calculated at the time of site plan approval or building permit application if the proposed development is not sufficiently defined to permit such calculations. Notwithstanding the foregoing, the fee shall be re-calculated for building permit applications filed more than 3 years following the date of the applicable preliminary plat, preliminary short plat or site plan approval. See VMC20.97 for more information. Note: TIF Overlay fees cannot be paid with TIF Credits from a district other than the TIF Overlay district.



City of Vancouver Transportation Services
Trip and Traffic Impact Fee Calculation Worksheet

Application Number: PRJ-163875

Project Name:	Minnehaha West PD Subdivision	Date:	6/5/2020 12:00:00 AM
Project Address:	2400 NE 49TH ST	TAZ:	TA194
Project Number:	PRJ-163875	Primary Corridor:	4PLN #3
ENG Number:		Parcel 1 ID:	150282000
TIF District:	Columbia	Parcel 2 ID:	
TIF Overlay District:		Parcel 3 ID:	

Concurrency Monitoring Fees			
Corridor	PM Peak Trips	Cost/Trip	max. \$1500/corridor
Fourth Plain Blvd to I-5	1	\$48.00	\$48.00
Mill Plain Blvd to NE 63rd	9	\$48.00	\$432.00
Mill Plain Blvd to I-5	1	\$48.00	\$48.00
Andresen Rd to I-205	1	\$48.00	\$48.00
Mill Plain Blvd to SR-500	1	\$48.00	\$48.00
SR-500 to NE 78th Street	1	\$48.00	\$48.00
NE 28th St to NE 51st St	1	\$48.00	\$48.00
Burton Rd: Andresen to NE 112th Ave	1	\$48.00	\$48.00
Total Monitoring Fee =			\$768.00

Total Modeling Fee = \$768.00

Proportionate Shares				
Case Number	Project	Fee/Unit	Trips/Lots	Final Fee
Total Proportionate Share Fees =				

COMMENTS:

Minnehaha West PD Subdivision - Subdivide 4.86 acres into 32 single family planned development lots.

District: Columbia	District TIF =	\$47,430.00
Overlay	Overlay TIF =	\$0.00
	Total TIF =	\$47,430.00

SF Dwellings
Fee per SFDU
Plat Calculation Total: \$50,490.00

Disclaimer: This information is provided based on the TIF program in place as of the date shown above and is only an estimate of the fee. The fee will be recalculated based on approved development dimensions and reflecting any changes to the TIF program that are applicable. Per VMC20.97.060 B,...for non-residential development, the impact fee shall be calculated at the time of site plan approval or building permit application if the proposed development is not sufficiently defined to permit such calculations. Notwithstanding the foregoing, the fee shall be re-calculated for building permit applications filed more than 3 years following the date of the applicable preliminary plat, preliminary short plat or site plan approval. See VMC20.97 for more information. Note: TIF Overlay fees cannot be paid with TIF Credits from a district other than the TIF Overlay district.

EXHIBIT 13
Preliminary Stormwater Report
Prepared By
SGA Engineering
Dated
March 12, 2020

**Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.

EXHIBIT 14
Geotechnical Investigation
Prepared By
Columbia West
Dated
January 24, 2020

**Because of the size of the exhibit, it is not included with this report. The documents are available for review via email. Please email the case manager for this project to receive electronic copies of the requested exhibits.



Phone (360)993-0911
Fax (360)993-0912

2005 Broadway
Vancouver, WA 98663

Road Modification Narrative

Minnehaha West P.D. Subdivision

This project is requesting a technical road modification for:

- 1- The applicant requests to vary the road section for NE 24th Place, placing a detached 5 foot wide sidewalk and street tree planter strip in an easement. This request is based on the standard transportation detail T10-15B.

This request will be reviewed concurrently with the preliminary subdivision application.

VMC 11.80.160 B. 2. Technical Road Modifications. Technical road modifications may be approved for minor changes to standards that include, but are not limited to access, safety, road cross-sections or construction materials. Due to an increased potential for on-site or off-site impacts, these modifications require a greater level of review, discretion and documentation than minor deviations. In order for a modification to be considered a technical road modification, the proposal shall meet one or more of the following applicable criteria:

a. Limited engineering analysis by the applicant is sufficient to demonstrate the proposal meets the approval criteria in Section 11.80.160.C;

b. Potential safety impacts are expected to be minimal;

c. City review and approval requires moderate analysis, discretion, and documentation, and requires multiple review staff; and

d. The proposed modification is expected to generate minimal public interest.

- Road Modification 1: The applicant requests to vary the road section for the on-site public avenue, NE 24th Place. This project proposes an entrance road, NE 24th Avenue, which will meet or exceed the local access road section T10-15B. As the public road curves through the site the applicant seeks to provide sidewalk and street tree easements to meet the intent of Standard Plan T10-15B. NE 50th Street transitions from the standard 50 foot right-of-way to a 37 foot wide section for NE 24th Place improvements. Due to the unique design of this planned development and centrally located open space we are requesting this road modification. A 5 foot detached sidewalk will be located in a public easement along the eastern side of the road. A 3.5 foot wide planter strip will be provided for street

trees, water meters, street lights, etc.. A public easement for street trees will be provided and/or can be combined with the sidewalk easement for the city. 28 feet of asphalt will be provided for the roadway. Parking will be allowed on the western side only.

Approval Criteria

Modifications to the standards contained in Title 11 may be granted when the applicant demonstrates at least one of the following:

1. *Topography, right-of-way, existing construction or physical conditions, or other geographic conditions make compliance with standards clearly impractical for the circumstances;*

This criteria is not being utilized.

2. *A change to a specification or standard is required to address a specific design or construction problem which, if not enacted, will result in an unusual hardship.*

This criteria is applicable. The road mod request is a change to specification T10-15B. Placing the sidewalk in an easement is necessary for this planned development design. The open space area for the project must be centrally located and creates numerous design constraints. By adjusting the road section this project can comply with the density standards, open space standards, lot dimensional standards and create an effective and efficient road network.

3. *An alternative design is proposed which will provide a plan that is functionally equivalent, or superior to these standards;*

This criteria is applicable. The proposed road section for NE 24th Place meets all the functional requirements of the cities local access roadway. Sidewalk is located along the entire eastern side where homes take access. Adjacent to the open space sidewalk is not necessary. An additional sidewalk is located on the west edge of the open space which serves the public and the future owners of those western lots which have alley access as well.

4. *Application of the standards of Title 11 to the development would be grossly disproportional to the impacts created;*

This criteria is not being utilized.

5. *A change to a specification or standard is required to ensure consistency with features adjacent to or affected by the site where those existing features are not expected to change over time.*

This criteria is not being utilized.

Please refer to the preliminary plat provided with the preliminary subdivision application for additional project information.

Please contact Scott Taylor at SGA Engineering with questions, comments or for additional information. Your review and approval of this road modification request is appreciated.

EXHIBIT 16

From: [Danya Ward](#)
To: [Person, Mark](#)
Subject: LUP-78186
Date: Tuesday, May 12, 2020 3:16:49 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.

Mr. Person,

I am writing in regards to the proposed 33-lot development, LUP-78186, to advise that the residents on 24th Ave are in opposition. Our neighborhood is directly south of the proposed development and there is already an 18-lot development being built on the parcel directly to the west as part of LUP-51843.

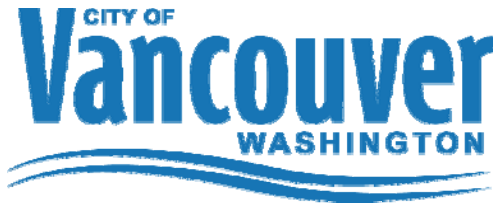
49th Street is narrow and unsafe for any pedestrian use; adding additional homes, people, and traffic will deteriorate the safety of neighborhood further. We enjoy our neighborhood being a quiet place; we do not welcome the additional traffic 33 homes would bring.

What kind of system development charges would the developer incur on a project of this size? Would it support widening 49th Street, adding ADA sidewalks and bike lanes to make the road safe? I don't feel safe walking down the street today, I can't imagine the traffic when these two large developments are complete.

Please advise when you can.

Thank you,

Danya Ward
4719 NE 24th Ave
Vancouver, WA 98663



MEMORANDUM

DATE: Wednesday, September 2, 2020
TO: Mayor and City Councilmembers
FROM: Council Subcommittee 1 (Hansen, Glover and Fox)
CC: Eric J. Holmes, City Manager
Shannon Ripp, Boards & Commissions

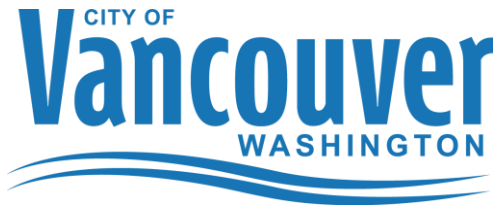
RE: Recommendation for Appointment on the Transportation and Mobility Commission

The Transportation and Mobility Commission will provide advice to Vancouver City Council, the City Manager and city staff on a variety of transportation and mobility-related projects, programs and policies. It will also provide ongoing feedback and guidance on development of citywide transportation policy through the update of the city's Transportation System Plan.

This new commission had a recently appointed commissioner resign from the seat that is held for someone who uses driving as their primary mode of transportation. Council Subcommittee 1 identified an alternate for that position and recommends the appointment of Michelle McKenzie. Her appointment would begin October 6, 2020 with an expiration determined at a later date.

If there are no objections, we would like to make these appointments at the **Monday, September 14, 2020** Council meeting.

Attachments:
Application(s)



MEMORANDUM

DATE: Tuesday, September 8, 2020
TO: Mayor and City Council
FROM: Transportation and Mobility Commission Staff
CC: Eric J. Holmes, City Manager
Shannon Ripp, Boards & Commissions

RE: Recommendation to Amend Appointment Dates on the Transportation and Mobility Commission

Due to COVID-19 and that the Transportation and Mobility Commission (TMC) is a brand new Commission with great diversity of membership, work of the TMC has yet to start and that creates a shortened operational term length for all members of TMC.

To address members' shortened term length due to the current barriers and maximize the effort put forth to create this commission, TMC Staff recommend amendments to the following appointment dates:

	Seat	Interview Committee	Applicant	Original Appointment Date	Amended Appointment Date
1	Youth (age 16-19)	Mayor	Carson Valenta	5/18/2020	10/6/20
2	Disabled Community	Mayor	Charles Frayer	5/18/2020	10/6/20
3	Public Transit as primary mode of transportation	Mayor	Eduardo Ramos (VUGA)	5/18/2020	10/6/20
4	65+	Committee 1	Mario Raia	5/18/2020	10/6/20
5	Freight	Committee 1	Michael Paine	5/18/2020	10/6/20
6	Transportation Professional	Committee 1	Matt Hermen	5/18/2020	10/6/20
7	Neighborhood Association	Committee 2	Derya Ruggles	5/18/2020	10/6/20
8	Walking as primary mode of transportation	Committee 2	Ken Williams	5/18/2020	10/6/20
9	Bicycling as primary mode of transportation	Committee 2	Leah Jackson	5/18/2020	10/6/20
10	At-Large	Committee 2	Teresa Hardy	7/6/2020	10/6/20

If there are no objections, we would like to amend the appointment dates at the **Monday, September 14, 2020** Council meeting.

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:

\$ 14,496,730.79 this 14th day of September 2020.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
August 18 - September 7	Accounts Payable Checks (see attached)	\$ 11,022,823.07
August 18 - September 7	Hansen City Payments (see attached)	\$ 361,260.88
August 18 - September 7	Visa Refunds (see attached)	\$ 1,625.60
August 18 - September 7	Payroll Checks (see attached)	\$ 3,111,021.24
TOTAL		\$ 14,496,730.79

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	8/17/2020	18.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	8/19/2020	30,939.40	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	8/20/2020	558.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	8/21/2020	146.30	Government Revenue Solutions Holdings I LLC	
Supplier Payment	Manual Wire	No Reference	8/24/2020	116,630.72	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	8/24/2020	16,939.30	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	8/25/2020	34,914.68	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	8/25/2020	75.00	HRA VEBA Plan	
Supplier Payment	Manual Wire	No Reference	8/25/2020	6,622.96	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	8/25/2020	165,623.62	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	8/25/2020	24,950.32	ING	
Supplier Payment	Manual Wire	No Reference	8/25/2020	444.50	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	8/25/2020	57,384.44	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	8/25/2020	1,565.09	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	8/25/2020	23,608.92	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	8/25/2020	4,199.76	Washington SDU	
Supplier Payment	Manual Wire	No Reference	8/25/2020	20,200.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	8/25/2020	17,102.50	Western States Health & Welfare Trust	
Procurement Card Payment	Manual Wire	No Reference	8/26/2020	408,825.69	CoV Procurement Card	
Supplier Payment	Manual Wire	No Reference	8/26/2020	201.36	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	8/26/2020	871,302.18	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	8/26/2020	99.33	State of Arizona	
Supplier Payment	Manual Wire	No Reference	8/26/2020	349,923.33	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	8/27/2020	8,946.66	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	8/27/2020	26,172.30	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	8/27/2020	1,170.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	8/27/2020	748,658.95	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	8/31/2020	176,219.42	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	8/31/2020	16,995.40	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	9/1/2020	4,572.94	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	9/1/2020	10,675.00	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Manual Wire	No Reference	9/2/2020	17,738.58	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire	No Reference	9/2/2020	26,728.22	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	9/3/2020	810.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Expense Payment	Direct Deposit	EFT-00067274	8/20/2020	200.00	Jake Cahill	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00067275	8/20/2020	225.00	Trevor Hurn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00067276	8/20/2020	230.50	Michelle Cary	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00067277	8/20/2020	106.50	Lee Gelsinger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00067278	8/20/2020	264.50	Jamie Greiner	Employee Reimbursement

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Expense Payment	Direct Deposit	EFT-00067279	8/20/2020	264.50	Jason Haigwood	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00067280	8/20/2020	225.00	Tony Davidson	Employee Reimbursement
Supplier Payment	EFT	EFT-00067281	8/20/2020	143,818.11	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00067282	8/20/2020	3,361.16	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00067283	8/20/2020	3,500.00	JCI Jones Chemicals Inc	
Supplier Payment	EFT	EFT-00067284	8/20/2020	10,485.00	Right Click Solutions Inc.	
Supplier Payment	EFT	EFT-00067285	8/20/2020	79,625.05	Tapani Inc	
Supplier Payment	EFT	EFT-00067286	8/20/2020	569,570.86	Rotschy Inc	
Supplier Payment	EFT	EFT-00067287	8/20/2020	196,285.57	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00067288	8/20/2020	7,180.00	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00067289	8/20/2020	25,553.82	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	EFT	EFT-00067290	8/20/2020	14,443.30	Pacific Power Group LLC	
Supplier Payment	EFT	EFT-00069263	8/25/2020	12,761.92	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00069264	8/25/2020	68.12	Legal Shield	
Expense Payment	Direct Deposit	EFT-00069265	8/27/2020	10.00	Kyle Jameson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00069266	8/27/2020	47.61	Mark Brinski	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00069267	8/27/2020	119.99	David Sturbelle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00069268	8/27/2020	777.82	Zachary Ripp	Employee Reimbursement
Supplier Payment	EFT	EFT-00069269	8/27/2020	794.03	Harrys Key Service Inc	
Supplier Payment	EFT	EFT-00069270	8/27/2020	117,949.76	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	EFT	EFT-00069271	8/27/2020	5,423.00	Otak Inc	
Supplier Payment	EFT	EFT-00069272	8/27/2020	8,500.00	Mark Brown	
Supplier Payment	EFT	EFT-00069273	8/27/2020	19,243.71	Evoqua Water Technologies LLC	
Supplier Payment	EFT	EFT-00069274	8/27/2020	44,969.05	Share Inc	
Supplier Payment	EFT	EFT-00069275	8/27/2020	1,750.00	JCI Jones Chemicals Inc	
Supplier Payment	EFT	EFT-00069276	8/27/2020	1,737.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00069277	8/27/2020	227.50	Universal Field Services Inc	
Expense Payment	Direct Deposit	EFT-00069369	9/3/2020	335.50	Rick Lagerquist	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00069370	9/3/2020	190.00	Sean Donaldson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00069371	9/3/2020	37.25	Leo Jochim	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00069372	9/3/2020	17.35	Sreekanth Thirunagari	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00069373	9/3/2020	100.00	Michael McGuire	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00069374	9/3/2020	102.00	Brad Ensworth	Employee Reimbursement
Supplier Payment	EFT	EFT-00069375	9/3/2020	10,121.90	Otak Inc	
Supplier Payment	EFT	EFT-00069376	9/3/2020	6,771.98	Pacific Power Group LLC	
Supplier Payment	EFT	EFT-00069377	9/3/2020	95.00	T2 Systems Inc	
Supplier Payment	EFT	EFT-00069378	9/3/2020	38,985.57	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00069379	9/3/2020	410,176.35	Rotschy Inc	
Supplier Payment	EFT	EFT-00069380	9/3/2020	1,680.58	RELX Inc.	

INVOICE PAYMENTS REPORT

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Supplier Payment	EFT	EFT-00069381	9/3/2020	433.15	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00069382	9/3/2020	294,109.97	McClure and Sons Inc.	
Supplier Payment	EFT	EFT-00069383	9/3/2020	3,203.33	Jeanette M. Bader	
Supplier Payment	EFT	EFT-00069384	9/3/2020	985,522.22	Operations Management International Inc	
Supplier Payment	EFT	EFT-00069385	9/3/2020	58,086.69	Share Inc	
Supplier Payment	EFT	EFT-00069386	9/3/2020	1,998.20	Six Degrees Inc	
Supplier Payment	EFT	EFT-00069387	9/3/2020	17,783.68	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	EFT	EFT-00069388	9/3/2020	20,089.09	Lynn K Wittwer MD PC	
Customer Refund	Check	15806	8/19/2020	56.27	ASHLEY Klapstein	Overpayment for STAYS account
Customer Refund	Check	15807	8/19/2020	51.00	DAMIAN VIFQUAIN	Overpayment for Stays Account
Customer Refund	Check	15808	8/19/2020	73.46	DOMINIC DIZON	Overpayment for STAYS account
Customer Refund	Check	15809	8/19/2020	50.73	SHAWN SCRIBNER	Overpayment for STAYS account
Ad Hoc Payment	Check	15810	8/19/2020	116.18	Al Angelo Company	MPE-281048
Ad Hoc Payment	Check	15811	8/19/2020	248.00	ALFRED AND RUTH ANDERSON	Utility Refunds: 0000002983-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15812	8/19/2020	549.00	AMANDA L MORGAN	VOUCHER 2007914.030
Ad Hoc Payment	Check	15813	8/19/2020	1,370.00	AMBROSIA QSR WASHINGTON, LLC	COVID-19 Bus Lic Fee Refund
Ad Hoc Payment	Check	15814	8/19/2020	6.72	Anthony & Sharon Pollace	Check 587867. Originally for a utility refund. Acct 0002000112-01
Ad Hoc Payment	Check	15815	8/19/2020	150.63	Arthur Barnes	Utility Refunds: 0012078261-03
Ad Hoc Payment	Check	15816	8/19/2020	163.73	Barbara Hort & Mark Girard	2019 Unclaimed Property
Ad Hoc Payment	Check	15817	8/19/2020	105.11	Ben T and Charmay P Nguyen	Utility Refunds: 0000001879-02
Ad Hoc Payment	Check	15818	8/19/2020	5.73	BRENDA A WILSON	Utility Refunds 0048055905-21
Ad Hoc Payment	Check	15819	8/19/2020	72.55	Carol Dunsmore	Utility Refunds 0101001020-01
Ad Hoc Payment	Check	15820	8/19/2020	202.71	Christine Meade	Utility Refunds: 0043066300-19
Ad Hoc Payment	Check	15821	8/19/2020	10.45	Christopher W Bredeson	Utility Refunds 0000006736-02
Ad Hoc Payment	Check	15822	8/19/2020	58.40	Crown Electric	MPE-279622
Ad Hoc Payment	Check	15823	8/19/2020	58.40	CTM Electric Inc.	MPE-278595
Ad Hoc Payment	Check	15824	8/19/2020	81.56	CXNR LLC	Utility Refunds 0002029400-19
Ad Hoc Payment	Check	15825	8/19/2020	73.00	Dale Jencks	SWR-284930 refund
Ad Hoc Payment	Check	15826	8/19/2020	34.27	Derek and Sage Rene Syper	Utility Refunds 0063014200-10
Ad Hoc Payment	Check	15827	8/19/2020	15.01	Douglas Crawford	Utility Refunds: 0023050428-06
Ad Hoc Payment	Check	15828	8/19/2020	562.37	E C Company	FRI-269498
Ad Hoc Payment	Check	15829	8/19/2020	58.40	EDS ELECTRIC LLC	MPE-283730
Ad Hoc Payment	Check	15830	8/19/2020	94.00	EKLUND, AMY	COVID-19 FCC Closure Refund 2007410.030
Ad Hoc Payment	Check	15831	8/19/2020	17.00	EVELYN DAVIS	Check 582280 reissue
Ad Hoc Payment	Check	15832	8/19/2020	115.38	Fieber, Scott and Brooke	Utility Refunds 0000008247-02
Ad Hoc Payment	Check	15833	8/19/2020	24.00	FIELDS, KENNETH	COVID-19 MCC Closure Refund 2007374.058
Ad Hoc Payment	Check	15834	8/19/2020	183.00	GENEVIEVE LARSON	VOUCHER 2007772.030 REFUND DUE TO COVID CLOSURE
Ad Hoc Payment	Check	15835	8/19/2020	308.00	Ginn Group LLC	LUP-79071
Ad Hoc Payment	Check	15836	8/19/2020	75.44	HOLADAY-PARKS INC	MPE-284465
Ad Hoc Payment	Check	15837	8/19/2020	18.00	HOLLOWAY, PATRICIA	COVID-19 MCC Closure Refund 2007359.058
Ad Hoc Payment	Check	15838	8/19/2020	102.00	HORSEY, KAYLA	Utility Refunds: 0031004300-04
Ad Hoc Payment	Check	15839	8/19/2020	30.24	Igor Korotin	Utility Refunds: 0124000111-04
Ad Hoc Payment	Check	15840	8/19/2020	100.99	Jared W & Christina E Burris	Utility Refunds 0002000112-01
Ad Hoc Payment	Check	15841	8/19/2020	50.00	Jaye Bahre	refund overpmt pkg cit 170200457 TR 306678
Ad Hoc Payment	Check	15842	8/19/2020	21.72	Jeon Jonghyun and Misun Kwon	Utility Refunds: 0161008390-03
Ad Hoc Payment	Check	15843	8/19/2020	82.96	JOHN CHI MING SO	Utility Refunds: 0138001676-01
Ad Hoc Payment	Check	15844	8/19/2020	167.04	JOHN CHI MING SO AND CARRIE SIU-HAN WUN	Utility Refunds: 0138001676-01

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	15845	8/19/2020	5.72	John Knapp	refund overpmt SCIP loan 6000369
Ad Hoc Payment	Check	15846	8/19/2020	900.00	Joshua Coffey	Voucher 2000370-082
Ad Hoc Payment	Check	15847	8/19/2020	230.00	Lewis,Erik and Jill	Utility Refunds 0088057300-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15848	8/19/2020	50.00	Mars Chinese Cuisine	refund overpmt CIVICGOV Inv #77022121
Ad Hoc Payment	Check	15849	8/19/2020	17.03	Martin Flores Nunez and Daniel Nunez	Utility Refunds: 0000005618-02
Ad Hoc Payment	Check	15850	8/19/2020	69.00	Marvin, Jada	COVID-19 FCC Closure Refund 2007275.030
Ad Hoc Payment	Check	15851	8/19/2020	5.46	McCool, Marcus Paul	Reissue of check 90939 and 4825
Ad Hoc Payment	Check	15852	8/19/2020	16.00	Micah Elliot	Refund 2 parking passes on 7/20/2020
Ad Hoc Payment	Check	15853	8/19/2020	137.74	Michael Simon and Molly Clark	Utility Refunds: 0069018600-06
Ad Hoc Payment	Check	15854	8/19/2020	58.40	Miller's Heating & Air	MPE-284991
Ad Hoc Payment	Check	15855	8/19/2020	58.40	Miller's Heating & Air	MPE-284990
Ad Hoc Payment	Check	15856	8/19/2020	34.26	Molly Clark	Utility Refunds: 0069018600-06
Ad Hoc Payment	Check	15857	8/19/2020	75.00	NAPUTI, NICOLE	Park event refund due to COVID 19 2007864.058
Ad Hoc Payment	Check	15858	8/19/2020	987.00	Pacific Lifestyle Homes	ENG-73596
Ad Hoc Payment	Check	15859	8/19/2020	185.00	Rhonda Poland	COVID-19 Cancellations -Joey K & Kyle S
Ad Hoc Payment	Check	15860	8/19/2020	66.70	Robert Schwartz	Utility Refunds 0067026912-02
Ad Hoc Payment	Check	15861	8/19/2020	114.53	Robynn L Woodbury	Utility Refunds: 0101021110-01
Ad Hoc Payment	Check	15862	8/19/2020	10.49	Ron A Rouse	Utility Refunds: 0123002656-03
Ad Hoc Payment	Check	15863	8/19/2020	58.40	Sarkinen Plumbing Inc	MPE-283724
Ad Hoc Payment	Check	15864	8/19/2020	114.68	Schrifer Family Trust	Utility Refunds 0101000809-02
Ad Hoc Payment	Check	15865	8/19/2020	553.00	Sheila Daughtry	Utility Refunds: 0038007300-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15866	8/19/2020	205.00	SHELLEY CLARK	VOUCHER 2007915.030
Ad Hoc Payment	Check	15867	8/19/2020	70.00	Shervey,Kimberly and Eric	Utility Refunds 0042029000-05
Ad Hoc Payment	Check	15868	8/19/2020	17.03	Suzanne Holden	Prorated Mar 2020 Membership Refund Voucher #2006389.058
Ad Hoc Payment	Check	15869	8/19/2020	138.69	THE EDWARD J SMITH LIVING TRUST	Utility Refunds: 0101002150-01
Ad Hoc Payment	Check	15870	8/19/2020	530.00	The Proto-Cathedral of St. James	ROW-284398
Ad Hoc Payment	Check	15871	8/19/2020	19.35	Timothy A Parks	Utility Refunds: 0056074100-08
Ad Hoc Payment	Check	15872	8/19/2020	19.03	Todd Korthuis	Prorated Mar 2020 Membership Refund Voucher #2006878.058
Ad Hoc Payment	Check	15873	8/19/2020	303.00	Trevor and Deborah Donison	2019 Unclaimed Property
Ad Hoc Payment	Check	15874	8/19/2020	79.02	Vanessa and Jose Lopez	Utility Refunds: 0069079100-05
Ad Hoc Payment	Check	15875	8/19/2020	48.86	Warren Lamb and Serenna Lemmon	Utility Refunds 0065042200-25
Ad Hoc Payment	Check	15876	8/19/2020	162.12	Wright,Gregory	Utility Refunds 0038043114-02
Supplier Payment	Check	15877	8/19/2020	143,367.64	Advanced Excavating Specialists LLC	
Supplier Payment	Check	15878	8/19/2020	26.88	Airgas, Inc	
Supplier Payment	Check	15879	8/19/2020	20,915.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	15880	8/19/2020	122.93	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	15881	8/19/2020	4,327.05	Arborscape Ltd Inc	
Supplier Payment	Check	15882	8/19/2020	244.04	Blue Pearl Vancouver - Columbia River Veterinary Specialists	
Supplier Payment	Check	15883	8/19/2020	819.05	Buell Realtime Reporting	
Supplier Payment	Check	15884	8/19/2020	935.06	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	15885	8/19/2020	6,046.78	Century West Engineering Corp	
Supplier Payment	Check	15886	8/19/2020	1,000.00	Chanmi Development LLC	
Supplier Payment	Check	15887	8/19/2020	2,990.00	Chinh Pham	
Supplier Payment	Check	15888	8/19/2020	10.80	City of Portland - Remit-To: City of Portland - General AR	
Supplier Payment	Check	15889	8/19/2020	28.31	Clark Public Utility District No. 1	

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Supplier Payment	Check	15890	8/19/2020	4,604.62	Columbia Resource Company	
Supplier Payment	Check	15891	8/19/2020	305.07	Columbia West Engineering	
Supplier Payment	Check	15892	8/19/2020	188.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15893	8/19/2020	114.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	15894	8/19/2020	6,210.93	Consolidated Supply Co	
Supplier Payment	Check	15895	8/19/2020	1,485.08	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	15896	8/19/2020	9,900.00	Council for the Homeless	
Supplier Payment	Check	15897	8/19/2020	385.00	DS Forensics Inc	
Supplier Payment	Check	15898	8/19/2020	2,121.95	Eagle Newspaper Inc	
Supplier Payment	Check	15899	8/19/2020	6,460.64	Ed's Economy Roofing	
Supplier Payment	Check	15900	8/19/2020	275.00	ERF Company Inc	
Supplier Payment	Check	15901	8/19/2020	80.22	Eric Atwell	
Supplier Payment	Check	15902	8/19/2020	850.00	Eric Thomas Lanciault	
Supplier Payment	Check	15903	8/19/2020	11,803.65	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	15904	8/19/2020	8,305.99	Fire Systems West	
Supplier Payment	Check	15905	8/19/2020	1,566.75	Geographic Technologies Group	
Supplier Payment	Check	15906	8/19/2020	1,277.55	Gordon Truck Centers	
Supplier Payment	Check	15907	8/19/2020	2,168.00	GrantAnalyst.com LLC	
Supplier Payment	Check	15908	8/19/2020	3,214.76	GRIDSMART Technologies Inc	
Supplier Payment	Check	15909	8/19/2020	48,438.80	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	Check	15910	8/19/2020	1,744.82	Herrera Environmental Consultants Inc	
Supplier Payment	Check	15911	8/19/2020	4,583.34	Hispanic Metropolitan Chamber	
Supplier Payment	Check	15912	8/19/2020	2,027.00	Housing Initiative LLC	
Supplier Payment	Check	15913	8/19/2020	542.73	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	15914	8/19/2020	31,000.00	James Y. Lee	
Supplier Payment	Check	15915	8/19/2020	4,321.89	Janus Youth Programs Inc	
Supplier Payment	Check	15916	8/19/2020	702.00	Kathleen Miller	
Supplier Payment	Check	15917	8/19/2020	24,037.17	Keating Bucklin & McCormack Inc PS	
Supplier Payment	Check	15918	8/19/2020	11,557.80	Kennedy Jenks Consultants - Remit-To: Kennedy Jenks Consulting	
Supplier Payment	Check	15919	8/19/2020	22.30	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	15920	8/19/2020	1,084.00	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	15921	8/19/2020	158.32	Langley's Ace Inc	
Supplier Payment	Check	15922	8/19/2020	371.20	MacKay Sposito Inc	
Supplier Payment	Check	15923	8/19/2020	1,440.00	Maul Foster & Alongi Inc	
Supplier Payment	Check	15924	8/19/2020	7,737.07	McFarlanes Bark Inc	
Supplier Payment	Check	15925	8/19/2020	23,950.98	Metereaders LLC	
Supplier Payment	Check	15926	8/19/2020	401.08	Mini Mix Concrete Inc	
Supplier Payment	Check	15927	8/19/2020	3,142.52	MSDS Online Inc	
Supplier Payment	Check	15928	8/19/2020	161.94	Munnell-Sherrill Inc	
Supplier Payment	Check	15929	8/19/2020	749.26	National Safety Inc	
Supplier Payment	Check	15930	8/19/2020	5,445.80	Net Transcripts Inc	
Supplier Payment	Check	15931	8/19/2020	100.00	PDH Creative	
Supplier Payment	Check	15932	8/19/2020	1,767.87	Portland Adventist Medical Center	
Supplier Payment	Check	15933	8/19/2020	20,563.48	Portland Mechanical Construction LLC	

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Supplier Payment	Check	15934	8/19/2020	3,059.76	PPC Solutions Inc	
Supplier Payment	Check	15935	8/19/2020	444.44	Projects NW LLC	
Supplier Payment	Check	15936	8/19/2020	208.67	Rentokil North America Inc	
Supplier Payment	Check	15937	8/19/2020	221.00	Richard L Hepper	
Supplier Payment	Check	15938	8/19/2020	274.28	River City Environmental	
Supplier Payment	Check	15939	8/19/2020	4,021.31	San Diego Police Equipment Co Inc	
Supplier Payment	Check	15940	8/19/2020	792.19	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	15941	8/19/2020	20,185.00	Southwest Washington Humane Society	
Supplier Payment	Check	15942	8/19/2020	9,011.48	SP Plus Corporation	
Supplier Payment	Check	15943	8/19/2020	3.92	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	15944	8/19/2020	50.00	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Explosives Licensing	
Supplier Payment	Check	15945	8/19/2020	127.55	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	15946	8/19/2020	2,800.00	Stephen M Kerbs	
Supplier Payment	Check	15947	8/19/2020	52.67	Stericycle Inc	
Supplier Payment	Check	15948	8/19/2020	980.00	Terracon Consultants Inc	
Supplier Payment	Check	15949	8/19/2020	630.00	Triangle Resources Inc	
Supplier Payment	Check	15950	8/19/2020	260.84	Triple J Enterprises	
Supplier Payment	Check	15951	8/19/2020	25,089.18	Veritas Technologies LLC - Remit-To: Veritas Technologies LLC	
Supplier Payment	Check	15952	8/19/2020	52.41	Walter E Nelson Company	
Supplier Payment	Check	15953	8/19/2020	20,714.90	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	15954	8/19/2020	35.00	W Todd Pascoe	
Supplier Payment	Check	15955	8/19/2020	387.93	WW Grainger Inc	
Supplier Payment	Check	15956	8/19/2020	7,328.69	Xchange Recovery	
Supplier Payment	Check	15957	8/19/2020	437,979.97	Clark Public Utility District No. 1	
Supplier Payment	Check	15958	8/19/2020	187.88	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	15959	8/19/2020	5,025.73	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	15960	8/19/2020	3,424.00	Owings Lewis LLC	
Supplier Payment	Check	15961	8/19/2020	703.07	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	15962	8/19/2020	353.10	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Elevator Section	
Supplier Payment	Check	15963	8/19/2020	507.20	Synergy Litigation Support Services Inc - Remit-To: Synergy Legal	
Supplier Payment	Check	15964	8/19/2020	42.75	Talmdge/Fitzpatrick PLLC	
Supplier Payment	Check	15965	8/19/2020	14.45	United Parcel Service	
Supplier Payment	Check	15966	8/19/2020	2,171.71	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	15967	8/19/2020	40.69	Ziply Fiber	
Supplier Payment	Check	15968	8/25/2020	8,637.96	Aflac	
Supplier Payment	Check	15969	8/25/2020	5,262.04	AFSCME Local #307	
Supplier Payment	Check	15970	8/25/2020	1,150.00	Chapter 13 - Trustee	
Supplier Payment	Check	15971	8/25/2020	22,408.52	IAFF Local #452	

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Supplier Payment	Check	15972	8/25/2020	682.50	IAM Local #1374	
Supplier Payment	Check	15973	8/25/2020	8,562.29	Life Insurance Company of North America	
Supplier Payment	Check	15974	8/25/2020	575.00	MFS Service Center Inc	
Supplier Payment	Check	15975	8/25/2020	4,267.32	OPEIU Local #11	
Supplier Payment	Check	15976	8/25/2020	576.00	Teamsters Local #58	
Supplier Payment	Check	15977	8/25/2020	332.50	UA Local #290	
Supplier Payment	Check	15978	8/25/2020	890.97	United Way of the Columbia Willamette	
Supplier Payment	Check	15979	8/25/2020	824.45	Vancouver Command Guild	
Supplier Payment	Check	15980	8/25/2020	11,214.05	Vancouver Police Officer Guild	
Supplier Payment	Check	15981	8/25/2020	2,037.60	Western Conference of Teamsters	
Supplier Payment	Check	15982	8/25/2020	1,050.40	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	15983	8/26/2020	59.20	Amy E Russell	Utility Refunds: 0023003900-01
Ad Hoc Payment	Check	15984	8/26/2020	241.61	Annette Dong	Utility Refunds 0002000112-01
Ad Hoc Payment	Check	15985	8/26/2020	450.00	Anres Comacho Hernandez	refund overpmt pkg citation 0098993
Ad Hoc Payment	Check	15986	8/26/2020	375.00	Aurora Soto	Event Cancellation - Permit #R7162
Ad Hoc Payment	Check	15987	8/26/2020	17.03	Brian Kennell	Prorated Mar 2020 Membership Refund Voucher #2006134.058
Ad Hoc Payment	Check	15988	8/26/2020	270.00	Bright AFH LLC	refund overpmt BL surcharge
Ad Hoc Payment	Check	15989	8/26/2020	140.69	Bryce Ward and Adrienne Jeans	Utility Refunds: 0077045526-06
Ad Hoc Payment	Check	15990	8/26/2020	130.49	Carli and Justin Green	Utility Refunds: 0125003100-06
Ad Hoc Payment	Check	15991	8/26/2020	20.00	Catholic Community Services	refund overpmt alarm
Ad Hoc Payment	Check	15992	8/26/2020	250.00	CBD American Shaman of Vancouver	ref overpmt alarm
Ad Hoc Payment	Check	15993	8/26/2020	980.82	Darryl Hebert	200814 Interview reimbursement
Ad Hoc Payment	Check	15994	8/26/2020	58.07	Garcia,Alex	Utility Refunds 0030097300-21
Ad Hoc Payment	Check	15995	8/26/2020	441.27	Heather A Black	Utility Refunds: 0000002737-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	15996	8/26/2020	26.07	Iuliu and Elvira Bucur	Utility Refunds: 0072079510-03
Ad Hoc Payment	Check	15997	8/26/2020	54.93	Iuliu Bucur	Utility Refunds: 0072079510-03
Ad Hoc Payment	Check	15998	8/26/2020	238.12	Jaion Montgomery	2019 Unclaimed Property
Ad Hoc Payment	Check	15999	8/26/2020	280.00	Jeffery/Kelley Campbell	refund overpmt alarm
Ad Hoc Payment	Check	16000	8/26/2020	110.00	Jennifer Raby	refund pkg permit COV08906
Ad Hoc Payment	Check	16001	8/26/2020	1,187.92	Joshua Olivas	20200727
Ad Hoc Payment	Check	16002	8/26/2020	106.33	Justin Davis	refund pkg permit COV09876
Ad Hoc Payment	Check	16003	8/26/2020	100.08	Karen Grice	Utility Refunds: 0159002500-02
Ad Hoc Payment	Check	16004	8/26/2020	2,060.00	Keith C Miller	refund cemetery
Ad Hoc Payment	Check	16005	8/26/2020	20.00	Kevin/Nichelle Kaiser	refund overpmt alarm
Ad Hoc Payment	Check	16006	8/26/2020	133.00	Kevin Maden	Utility Refunds: 0117054582-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16007	8/26/2020	183.00	KRISTEN MAULDIN	VOUCHER 2007916.030
Ad Hoc Payment	Check	16008	8/26/2020	20.00	LA Fitness	refund overpmt alarm
Ad Hoc Payment	Check	16009	8/26/2020	278.00	Loc H Le and Lily M Chen	Utility Refunds: 0117056036-02
Ad Hoc Payment	Check	16010	8/26/2020	300.00	LONDON,MARGARET	Utility Refunds: 0061034413-26 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16011	8/26/2020	20.00	Marianne Brams/Henry Hermann	refund overpmt alarm
Ad Hoc Payment	Check	16012	8/26/2020	214.00	Maria Perez	Voucher #2000354.082
Ad Hoc Payment	Check	16013	8/26/2020	183.00	MARY HALL	VOUCHER 2007919.030
Ad Hoc Payment	Check	16014	8/26/2020	223.46	Matrix Roofing	CMI-275090 refund
Ad Hoc Payment	Check	16015	8/26/2020	50.00	MAXWELL HOLLOWAY	Check 595776 reissue for alarm refund
Ad Hoc Payment	Check	16016	8/26/2020	41.91	Mayfield,Natalie and Thomas	Utility Refunds 0010011800-07
Ad Hoc Payment	Check	16017	8/26/2020	24.00	MCCUISTION, ROSEMARY	COVID-19 MCC Closure Refund 2007360.058, 2007402.058
Ad Hoc Payment	Check	16018	8/26/2020	183.00	MIYA WHEELER	VOUCHER 2007920.030

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Ad Hoc Payment	Check	16019	8/26/2020	200.00	New Beginnings Maternity Home	refund business license fee BLICWA
Ad Hoc Payment	Check	16020	8/26/2020	145.55	Odyssey Contracting LLC	Utility Refunds: 0500002601-03
Ad Hoc Payment	Check	16021	8/26/2020	40.00	PCS	refund overpmt alarm
Ad Hoc Payment	Check	16022	8/26/2020	40.00	PCS	refund overpmt alarm
Ad Hoc Payment	Check	16023	8/26/2020	290.00	PRIMARY RESIDENTIAL MORTGAGE, INC.	COVID-19 Bus Lic Fee Refund
Ad Hoc Payment	Check	16024	8/26/2020	84.47	Princeton Property Management	Utility Refunds: 0000006825-01
Ad Hoc Payment	Check	16025	8/26/2020	65.21	Ram Nehara	MPE-282651 refund
Ad Hoc Payment	Check	16026	8/26/2020	72.62	Rebbekkah L and Nathan E Liss	Utility Refunds: 0117056116-03
Ad Hoc Payment	Check	16027	8/26/2020	20.00	Renee Bradshaw	refund overpmt alarm
Ad Hoc Payment	Check	16028	8/26/2020	192.25	Shania Gonzales	Utility Refunds: 0090003600-28
Ad Hoc Payment	Check	16029	8/26/2020	32.50	SHUM, BRENT	Reissue of lost check 596447
Ad Hoc Payment	Check	16030	8/26/2020	179.00	SPH Property Two LLC,c/o Conserve	Utility Refunds: 0127011360-02
Ad Hoc Payment	Check	16031	8/26/2020	155.00	SPH Property Two LLC,C/O Conserve	Utility Refunds: 0074000184-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16032	8/26/2020	178.00	STEPHANIE HAAS	VOUCHER 2007918.030
Ad Hoc Payment	Check	16033	8/26/2020	161.92	Steven and Karen Grice	Utility Refunds: 0159002500-02
Ad Hoc Payment	Check	16034	8/26/2020	2,416.43	The Phillips Group Inc	Utility Refunds: 0039078450-02
Ad Hoc Payment	Check	16035	8/26/2020	111.22	Thomas R Dudley and Theresa Cappiello	Utility Refunds: 0068003500-02
Ad Hoc Payment	Check	16036	8/26/2020	25.00	Tye Forland	refund pkg citation 7201707978
Ad Hoc Payment	Check	16037	8/26/2020	88.54	Viet Dang and Thien Bich Dang	Utility Refunds: 0000002644-04
Customer Refund	Check	16038	8/26/2020	97.80	JOHN WEBB	
Customer Refund	Check	16039	8/26/2020	456.19	PATRICK HART	
Supplier Payment	Check	16040	8/26/2020	10,890.00	Accenture LLP	
Supplier Payment	Check	16041	8/26/2020	809.00	Accurate Corporate Services Inc	
Supplier Payment	Check	16042	8/26/2020	223.50	A-Check America Inc - Remit-To: A-Check - Glendale	
Supplier Payment	Check	16043	8/26/2020	5,276.67	Action Technology Systems	
Supplier Payment	Check	16044	8/26/2020	131.74	Advance Stores Company Incorporated - Remit-To: Advance Auto Parts - Atlanta	
Supplier Payment	Check	16045	8/26/2020	49.28	Airgas, Inc	
Supplier Payment	Check	16046	8/26/2020	6,504.00	Allcon LLC	
Supplier Payment	Check	16047	8/26/2020	9,245.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	16048	8/26/2020	204,732.00	Allied Plumbing and Pumps LLC - Remit-To: Allied Trenchless	
Supplier Payment	Check	16049	8/26/2020	107,747.69	Alpine Products Inc	
Supplier Payment	Check	16050	8/26/2020	2,905.00	Alvarez & Marsal Valuation Services Inc	
Supplier Payment	Check	16051	8/26/2020	121.80	American Sani-Can	
Supplier Payment	Check	16052	8/26/2020	86.00	American Water Works	
Supplier Payment	Check	16053	8/26/2020	30,973.18	Anderson Glass Co	
Supplier Payment	Check	16054	8/26/2020	221.09	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	16055	8/26/2020	6,630.00	Arborscape Ltd Inc	
Supplier Payment	Check	16056	8/26/2020	18,127.50	Barran Liebman LLP	
Supplier Payment	Check	16057	8/26/2020	2,642.25	Big Hook Graphics LLC	
Supplier Payment	Check	16058	8/26/2020	3,550.82	Bound Tree Medical LLC	
Supplier Payment	Check	16059	8/26/2020	25,335.55	Brightview Holdings Inc	
Supplier Payment	Check	16060	8/26/2020	2,003.85	Cascade Centers Inc	
Supplier Payment	Check	16061	8/26/2020	13,823.65	CECO Inc	
Supplier Payment	Check	16062	8/26/2020	623.89	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	16063	8/26/2020	776.23	Chicago Title Company of WA	

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Supplier Payment	Check	16064	8/26/2020	200.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	16065	8/26/2020	3,707.28	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	16066	8/26/2020	326.76	Clark County Title Company	
Supplier Payment	Check	16067	8/26/2020	464.75	Clark Public Utility District No. 1	
Supplier Payment	Check	16068	8/26/2020	468.97	Clark Public Utility District No. 1	
Supplier Payment	Check	16069	8/26/2020	743.61	Clark Public Utility District No. 1	
Supplier Payment	Check	16070	8/26/2020	483.57	Clark Public Utility District No. 1	
Supplier Payment	Check	16071	8/26/2020	1,033.83	Clark Public Utility District No. 1	
Supplier Payment	Check	16072	8/26/2020	44.05	Clark Public Utility District No. 1	
Supplier Payment	Check	16073	8/26/2020	626.66	Clark Public Utility District No. 1	
Supplier Payment	Check	16074	8/26/2020	1,811.32	Clark Public Utility District No. 1	
Supplier Payment	Check	16075	8/26/2020	6,000.00	Columbia Dance	
Supplier Payment	Check	16076	8/26/2020	103,247.75	Columbia Ford Inc	
Supplier Payment	Check	16077	8/26/2020	1,931.18	Columbia Resource Company	
Supplier Payment	Check	16078	8/26/2020	6,775.43	Columbia West Engineering	
Supplier Payment	Check	16079	8/26/2020	13.74	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	16080	8/26/2020	89.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	16081	8/26/2020	288.26	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	16082	8/26/2020	108.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	16083	8/26/2020	3,200.00	Cornel Rusu	
Supplier Payment	Check	16084	8/26/2020	2,525.00	Cruise the Couve	
Supplier Payment	Check	16085	8/26/2020	5,947.50	Davidson Benefits Planning	
Supplier Payment	Check	16086	8/26/2020	43.92	Day Management Corp - Remit-To: Day Wireless - Milwaukee	
Supplier Payment	Check	16087	8/26/2020	23,300.00	Discovery Development	
Supplier Payment	Check	16088	8/26/2020	6,737.50	DS Forensics Inc	
Supplier Payment	Check	16089	8/26/2020	2,601.81	Eagle Newspaper Inc	
Supplier Payment	Check	16090	8/26/2020	971.81	Emerald Services Inc - Remit-To: Emerald - Pittsburgh	
Supplier Payment	Check	16091	8/26/2020	850.00	Examworks Inc - Remit-To: Examworks - Lawrenceville	
Supplier Payment	Check	16092	8/26/2020	8,620.49	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	16093	8/26/2020	69,464.00	Fire Systems West	
Supplier Payment	Check	16094	8/26/2020	54,000.00	Fourth Plain Forward	
Supplier Payment	Check	16095	8/26/2020	711.51	Gallagher Bassett Services Inc	
Supplier Payment	Check	16096	8/26/2020	101.50	Government Revenue Solutions Holdings I LLC	
Supplier Payment	Check	16097	8/26/2020	6,790.18	Graphic Information Systems Inc	
Supplier Payment	Check	16098	8/26/2020	13,445.39	Halbert Construction Services LLC	
Supplier Payment	Check	16099	8/26/2020	2,103.75	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	16100	8/26/2020	13,502.82	H D Fowler Company Inc	
Supplier Payment	Check	16101	8/26/2020	492.97	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	16102	8/26/2020	8,750.00	Hyas Group LLC	
Supplier Payment	Check	16103	8/26/2020	1,130.35	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	16104	8/26/2020	805,815.01	Intermountain Slurry Seal Inc	
Supplier Payment	Check	16105	8/26/2020	783.75	Investigative Solutions LLC	

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Supplier Payment	Check	16106	8/26/2020	87.50	Judy Adams	
Supplier Payment	Check	16107	8/26/2020	3,000.00	KP Transport & Excavation	
Supplier Payment	Check	16108	8/26/2020	6,491.70	Linguava Interpreters Inc	
Supplier Payment	Check	16109	8/26/2020	1,051.85	Mackenzie Engineering Inc	
Supplier Payment	Check	16110	8/26/2020	500.00	Maksim Chumakov	
Supplier Payment	Check	16111	8/26/2020	37.50	Marquam Group LTD	
Supplier Payment	Check	16112	8/26/2020	255.55	Mascott Equipment Co	
Supplier Payment	Check	16113	8/26/2020	1,143.62	Mini Mix Concrete Inc	
Supplier Payment	Check	16114	8/26/2020	2,579.70	Motorola Solutions Inc	
Supplier Payment	Check	16115	8/26/2020	1,321.30	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	16116	8/26/2020	3,980.00	Murray Smith Inc	
Supplier Payment	Check	16117	8/26/2020	39,070.00	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc	
Supplier Payment	Check	16118	8/26/2020	1,014.20	Net Transcripts Inc	
Supplier Payment	Check	16119	8/26/2020	398.92	Pacific Towing INC.	
Supplier Payment	Check	16120	8/26/2020	729.57	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	16121	8/26/2020	5,045.00	Pitney Bowes Inc	
Supplier Payment	Check	16122	8/26/2020	4,110.52	PMI Truck Bodies Inc	
Supplier Payment	Check	16123	8/26/2020	60.00	Portland Adventist Medical Center	
Supplier Payment	Check	16124	8/26/2020	2,140.00	Purple Communications Inc	
Supplier Payment	Check	16125	8/26/2020	500.00	Randy S Alexander	
Supplier Payment	Check	16126	8/26/2020	554.47	Rentokil North America Inc	
Supplier Payment	Check	16127	8/26/2020	500.00	Robert James Fitzgerald	
Supplier Payment	Check	16128	8/26/2020	14,394.44	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	16129	8/26/2020	639.56	Towing & Recovering Services Inc	
Supplier Payment	Check	16130	8/26/2020	16,910.40	Traffic Safety Supply Co Inc	
Supplier Payment	Check	16131	8/26/2020	284.55	Triple J Enterprises	
Supplier Payment	Check	16132	8/26/2020	26.00	Vancouver Aire LLC	
Supplier Payment	Check	16133	8/26/2020	650.40	Walter E Nelson Company	
Supplier Payment	Check	16134	8/26/2020	1,501.77	Western Equipment Distributors - Remit-To: Western Equipment - Los Angeles	
Supplier Payment	Check	16135	8/26/2020	66.93	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	16136	8/26/2020	862.43	YOLO Washington LLC	
Supplier Payment	Check	16137	8/26/2020	54,149.00	Angelo Property CO., LP	
Supplier Payment	Check	16138	8/26/2020	979.00	Broadway Investors LLC	
Supplier Payment	Check	16139	8/26/2020	9,785.79	Brown & Wilson Partnership LLC	
Supplier Payment	Check	16140	8/26/2020	8,696.13	Esther Short Commons LLP	
Supplier Payment	Check	16141	8/26/2020	500.00	Nagra & Atwal Corporation	
Supplier Payment	Check	16142	8/26/2020	4,365.34	National Park Service	
Supplier Payment	Check	16143	8/26/2020	22.00	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	16144	8/26/2020	1,125.00	Phillips, Fractor & Company LLC	
Supplier Payment	Check	16145	8/26/2020	746.64	Qwest Corp - Remit-To: Qwest CABS - Monroe	
Supplier Payment	Check	16146	8/26/2020	9,850.25	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	16147	8/26/2020	2,910.40	Summit Law Group	
Supplier Payment	Check	16148	8/26/2020	6,330.00	The Doty Group, P.S.	
Supplier Payment	Check	16149	8/26/2020	14.45	United Parcel Service	

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Customer Refund	Check	16150	9/2/2020	64.36	HUNTER ANDERSON	Overpayment for STAYS acct
Ad Hoc Payment	Check	16151	9/2/2020	140.60	ALEKSANDR AND LYUDMILA BOLTENKOV	Utility Refunds: 0000003438-01
Ad Hoc Payment	Check	16152	9/2/2020	156.17	ANDRE AND AMANDA GOODWIN	Utility Refunds: 0046049702-02
Ad Hoc Payment	Check	16153	9/2/2020	182.00	ARTHUR,STEPHEN	Utility Refunds: 0000001005-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16154	9/2/2020	55.98	Asif and Sumera Mahmood	Utility Refunds: 0000008771-01
Ad Hoc Payment	Check	16155	9/2/2020	120.82	Asif Mahmood	Utility Refunds: 0000008771-01
Ad Hoc Payment	Check	16156	9/2/2020	145.01	BUSH,MICHAEL	Utility Refunds: 0000006061-02
Ad Hoc Payment	Check	16157	9/2/2020	112.96	Carolyn Moilanen	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	16158	9/2/2020	174.65	CBC 4 LLC	Utility Refunds: 0014059335-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16159	9/2/2020	60.37	CEAICHIN,EVGHENI	Utility Refunds: 0028006908-09
Ad Hoc Payment	Check	16160	9/2/2020	37.80	Charles and Jeanna Verro	Utility Refunds: 0096003018-02
Ad Hoc Payment	Check	16161	9/2/2020	168.45	Cheryl Smith	Utility Refunds: 0006039200-04
Ad Hoc Payment	Check	16162	9/2/2020	638.00	Christopher Riley	200814 Interview Reimbursement
Ad Hoc Payment	Check	16163	9/2/2020	1,200.00	Clark County Title	reconveyances x 12
Ad Hoc Payment	Check	16164	9/2/2020	455.00	COMMUNITY FOUNDATION SOUTHWEST WASHINGTON	VOUCHER 2007926.030
Ad Hoc Payment	Check	16165	9/2/2020	143.65	Craig E Fleming	Utility Refunds: 0000004343-02
Ad Hoc Payment	Check	16166	9/2/2020	83.00	Dairy Queen	ref overpmt civicgov
Ad Hoc Payment	Check	16167	9/2/2020	10.25	Dana S Huitt	Utility Refunds: 0078347000-04
Ad Hoc Payment	Check	16168	9/2/2020	158.77	Daniel & Tamasen Hayward	RES-282637 refund
Ad Hoc Payment	Check	16169	9/2/2020	703.62	Dennis Doan	200815 Interview Reimbursement
Ad Hoc Payment	Check	16170	9/2/2020	305.49	Donald and Jessi Cole	Utility Refunds: 0112097314-07
Ad Hoc Payment	Check	16171	9/2/2020	268.00	Donna Buckinger	Utility Refunds: 0027023405-00 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16172	9/2/2020	1,698.00	Douglas Kolberg	SWR-281689 refund
Ad Hoc Payment	Check	16173	9/2/2020	133.59	Frank and Michelle Kasziewicz	Utility Refunds: 0012078246-16
Ad Hoc Payment	Check	16174	9/2/2020	42.42	Glenwood Homes LLC	WTR-282279 refund
Ad Hoc Payment	Check	16175	9/2/2020	9,886.16	Glenwood Homes LLC	SWR-288220 sewer reimbursement
Ad Hoc Payment	Check	16176	9/2/2020	167.00	GREGORY WESENFELD AND SARAH BOSWORTH	Utility Refunds: 0044081657-08
Ad Hoc Payment	Check	16177	9/2/2020	185.00	Jaime Hibner and Lauren Mccune	Utility Refunds: 0017053600-10
Ad Hoc Payment	Check	16178	9/2/2020	74.37	Jake, Eugene and Gale Steele	Utility Refunds: 0019036400-14
Ad Hoc Payment	Check	16179	9/2/2020	122.39	Jake and Carrie Nickel	Utility Refunds: 0000008441-02
Ad Hoc Payment	Check	16180	9/2/2020	27.74	JASMINE AND TEK CHHOR	Utility Refunds: 0000002917-03
Ad Hoc Payment	Check	16181	9/2/2020	205.00	Jay-Arthur and Brianne Saavedra	Utility Refunds: 0000007023-02
Ad Hoc Payment	Check	16182	9/2/2020	128.88	Jennifer and Erinn Lynn Havig	Utility Refunds: 0003043600-19
Ad Hoc Payment	Check	16183	9/2/2020	115.12	Jennifer Havig	Utility Refunds: 0003043600-19 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	16184	9/2/2020	153.40	JERRY WILLS	VOUCHER 2007924.030
Ad Hoc Payment	Check	16185	9/2/2020	48.50	JOHN AND LORI O'HAVER	Utility Refunds: 0147001626-02
Ad Hoc Payment	Check	16186	9/2/2020	400.54	KARA KAGI	Utility Refunds: 0000001217-02
Ad Hoc Payment	Check	16187	9/2/2020	85.19	Kathryn and Craig Jorgenson	Utility Refunds: 0006068000-03
Ad Hoc Payment	Check	16188	9/2/2020	9.87	Kathryn Buie	Utility Refunds: 0141004426-04
Ad Hoc Payment	Check	16189	9/2/2020	187.00	KINGHAN,SARAH	Utility Refunds: 0044081611-02
Ad Hoc Payment	Check	16190	9/2/2020	166.73	Kristen and Kevin Lengvenis	Utility Refunds: 0024018000-08
Ad Hoc Payment	Check	16191	9/2/2020	22.33	KRUSE,RUSSELL	Utility Refunds: 0000002546-03
Ad Hoc Payment	Check	16192	9/2/2020	131.09	Linda Gee	Utility Refunds: 0000007167-01
Ad Hoc Payment	Check	16193	9/2/2020	450.00	MAJ Development Corp	WTR-286587 refund
Ad Hoc Payment	Check	16194	9/2/2020	824.00	Marilee Thompson	SWR-281689

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Ad Hoc Payment	Check	16195	9/2/2020	307.42	Mary Devany	Utility Refunds: 0022080800-09
Ad Hoc Payment	Check	16196	9/2/2020	35.00	Masons Supply Company	refund overpmt pkg cit 7201810714
Ad Hoc Payment	Check	16197	9/2/2020	183.00	MELISSA ALVAREZ	VOUCHER 2007927.030
Ad Hoc Payment	Check	16198	9/2/2020	60.41	Michelle Kasziewicz	Utility Refunds: 0012078246-16
Ad Hoc Payment	Check	16199	9/2/2020	208.00	MONICA MOUNTAIN AND JERRY NUSZBAUM	Utility Refunds: 0031050600-29
Ad Hoc Payment	Check	16200	9/2/2020	1,564.82	Nataliya Mostyka	Utility Refunds: 0118015300-02
Ad Hoc Payment	Check	16201	9/2/2020	44.37	Neil and Theresa Senz	Utility Refunds: 0005032900-04
Ad Hoc Payment	Check	16202	9/2/2020	60.00	Nustar Energy	refund alarm overpmt
Ad Hoc Payment	Check	16203	9/2/2020	138.53	Olena and Andriy Syrbu	Utility Refunds: 0062022900-09
Ad Hoc Payment	Check	16204	9/2/2020	52.67	Patricia Axelson	Utility Refunds: 0012078179-05
Ad Hoc Payment	Check	16205	9/2/2020	25.00	PCS	7201905984 Uhlemeyer, Paige
Ad Hoc Payment	Check	16206	9/2/2020	150.00	PHELAN WEBBER & ASSOCIATES	VOUCHER 2007923.030
Ad Hoc Payment	Check	16207	9/2/2020	143.66	PRUITT,JASON	Utility Refunds: 0000001062-03
Ad Hoc Payment	Check	16208	9/2/2020	139.55	RICHARD PADDEN, TRUSTEE	Utility Refunds: 0032040800-05
Ad Hoc Payment	Check	16209	9/2/2020	824.00	Rick Bowler	SWR-281689 refund
Ad Hoc Payment	Check	16210	9/2/2020	115.27	Robert Hinton	Utility Refunds: 0000007831-01
Ad Hoc Payment	Check	16211	9/2/2020	69.35	Rosa and Mark Rodriguez	Utility Refunds: 0000008733-02
Ad Hoc Payment	Check	16212	9/2/2020	134.84	Sean Moore	refund pkg permit COV09558
Ad Hoc Payment	Check	16213	9/2/2020	173.55	SHARON EMILY RUSSELL	Utility Refunds: 0042014600-00
Ad Hoc Payment	Check	16214	9/2/2020	6,500.00	Shelton Louie	20200529
Ad Hoc Payment	Check	16215	9/2/2020	157.00	Simple Faith Calvary Chapel	Permit #R9200 Refund
Ad Hoc Payment	Check	16216	9/2/2020	275.15	SOPHIA AND ROMAN TRACHUK	Utility Refunds: 0000002942-03
Ad Hoc Payment	Check	16217	9/2/2020	64.11	SPH PROPERTY ONE LLC	Utility Refunds: 0044086300-11
Ad Hoc Payment	Check	16218	9/2/2020	184.00	Stephanie Sanderson	Utility Refunds: 0009034301-04
Ad Hoc Payment	Check	16219	9/2/2020	38.37	STEPHEN AND PAMELA BURCH	Utility Refunds: 0000001809-04
Ad Hoc Payment	Check	16220	9/2/2020	84.76	STULTZ,CHARLOTTE	Utility Refunds: 0000005673-03
Ad Hoc Payment	Check	16221	9/2/2020	181.11	Tatiana Youseff	RES-285878
Ad Hoc Payment	Check	16222	9/2/2020	2,270.00	Teresa Carreno Lopez	Permit #R7205 Refund
Ad Hoc Payment	Check	16223	9/2/2020	1,605.50	UNITED HEALTHCARE	VOUCHER 2007921.030 AND VOUCHER 2007922.030
Ad Hoc Payment	Check	16224	9/2/2020	89.70	WALSTON,JAMIE	Utility Refunds: 0000002955-02
Ad Hoc Payment	Check	16225	9/2/2020	89.65	West Delta Properties LLC	Utility Refunds: 0025020700-02
Supplier Payment	Check	16226	9/2/2020	21,847.75	Accenture LLP	
Supplier Payment	Check	16227	9/2/2020	230,464.98	Advanced Excavating Specialists LLC	
Supplier Payment	Check	16228	9/2/2020	118.81	Advance Stores Company Incorporated - Remit-To: Advance Auto Parts - Atlanta	
Supplier Payment	Check	16229	9/2/2020	6,543.57	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	16230	9/2/2020	9,159.80	Allcon LLC	
Supplier Payment	Check	16231	9/2/2020	27,135.50	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	16232	9/2/2020	2,565.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	16233	9/2/2020	739.83	Annas Consultants Inc	
Supplier Payment	Check	16234	9/2/2020	3,436.75	Archaeological Services LLC	
Supplier Payment	Check	16235	9/2/2020	86.46	AT & T Mobility II LLC	
Supplier Payment	Check	16236	9/2/2020	4,300.00	Austin Miller	
Supplier Payment	Check	16237	9/2/2020	5,901.21	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Check	16238	9/2/2020	831.39	Bound Tree Medical LLC	
Supplier Payment	Check	16239	9/2/2020	741.00	Castle Tire Disposal LLC	
Supplier Payment	Check	16240	9/2/2020	3,628.35	CECO Inc	
Supplier Payment	Check	16241	9/2/2020	200.05	Cellco Partnership - Remit-To: Cellco - Dallas	

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Supplier Payment	Check	16242	9/2/2020	35,133.00	CH2M Hill Inc - Remit-To: CH2M - Dallas	
Supplier Payment	Check	16243	9/2/2020	12,975.00	Christopher M Jolley	
Supplier Payment	Check	16244	9/2/2020	50.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	16245	9/2/2020	123.50	City of Vancouver - Remit-To: COV - Vehicle Reg	
Supplier Payment	Check	16246	9/2/2020	1,279.48	Clark County Historical Society	
Supplier Payment	Check	16247	9/2/2020	973.65	Code Publishing Co	
Supplier Payment	Check	16248	9/2/2020	48,474.31	Columbia Ford Inc	
Supplier Payment	Check	16249	9/2/2020	193.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	16250	9/2/2020	4,347.82	Consolidated Supply Co	
Supplier Payment	Check	16251	9/2/2020	8,261.21	Copiers Northwest	
Supplier Payment	Check	16252	9/2/2020	333.25	Courier Northwest	
Supplier Payment	Check	16253	9/2/2020	4,200.00	Cynthia Radcliff	
Supplier Payment	Check	16254	9/2/2020	772.35	Day Management Corp - Remit-To: Day Wireless - Milwaukie	
Supplier Payment	Check	16255	9/2/2020	262.00	Dex Media West	
Supplier Payment	Check	16256	9/2/2020	2,226.03	Distinctive Landscape LLC	
Supplier Payment	Check	16257	9/2/2020	4,100.00	Donna Montgomery, Trustee	
Supplier Payment	Check	16258	9/2/2020	56.36	Experian Marketing Solutions - Remit-To: Experian Los Angeles	
Supplier Payment	Check	16259	9/2/2020	5,481.57	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	16260	9/2/2020	11,878.75	Financial Consulting Solutions Group Inc	
Supplier Payment	Check	16261	9/2/2020	3,073.14	Fire Systems West	
Supplier Payment	Check	16262	9/2/2020	1,060.86	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	16263	9/2/2020	148,595.64	Halbert Construction Services LLC	
Supplier Payment	Check	16264	9/2/2020	315.00	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	16265	9/2/2020	466.45	J-2 Blueprint Supply Co.	
Supplier Payment	Check	16266	9/2/2020	4,452.63	Janus Youth Programs Inc	
Supplier Payment	Check	16267	9/2/2020	520.00	Kearns & West Inc	
Supplier Payment	Check	16268	9/2/2020	54,763.15	Magnum Power LLC	
Supplier Payment	Check	16269	9/2/2020	146.34	Mark IV Enterprises Inc	
Supplier Payment	Check	16270	9/2/2020	5,419.74	Marshall and Associates Inc	
Supplier Payment	Check	16271	9/2/2020	2,047.50	Maul Foster & Alongi Inc	
Supplier Payment	Check	16272	9/2/2020	660.16	Meng-Hannan Construction Co, Inc	
Supplier Payment	Check	16273	9/2/2020	20,689.40	Metereaders LLC	
Supplier Payment	Check	16274	9/2/2020	1,500.00	Michael McCulloch Architecture LLC	
Supplier Payment	Check	16275	9/2/2020	12,800.00	Michael O Dunn	
Supplier Payment	Check	16276	9/2/2020	520.32	Mini Mix Concrete Inc	
Supplier Payment	Check	16277	9/2/2020	20,084.13	Murray Smith Inc	
Supplier Payment	Check	16278	9/2/2020	416.26	National Safety Inc	
Supplier Payment	Check	16279	9/2/2020	51,953.14	Northend Truck Equipment Inc - Not for new purchases, use OSW Equip	
Supplier Payment	Check	16280	9/2/2020	399.73	Northwest Cascade Inc	
Supplier Payment	Check	16281	9/2/2020	6,327.31	Oldcastle Precast Inc	
Supplier Payment	Check	16282	9/2/2020	1,820.07	One Call Concepts Inc	
Supplier Payment	Check	16283	9/2/2020	246.91	Orion Medical Supply	
Supplier Payment	Check	16284	9/2/2020	8,750.00	Parkeon	
Supplier Payment	Check	16285	9/2/2020	2,670.00	Paul Gilligan	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

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Supplier Payment	Check	16286	9/2/2020	1,880.37	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	Check	16287	9/2/2020	12,250.00	Police Records and Information Management Group	
Supplier Payment	Check	16288	9/2/2020	322.05	Purple Communications Inc	
Supplier Payment	Check	16289	9/2/2020	3,400.00	Rafael Rodriguez Hernandez	
Supplier Payment	Check	16290	9/2/2020	6,838.20	Right of Way Associates Inc	
Supplier Payment	Check	16291	9/2/2020	4,035.00	Rock Creek Communications, LLC	
Supplier Payment	Check	16292	9/2/2020	6,675.00	Salazar Architect Inc	
Supplier Payment	Check	16293	9/2/2020	32,595.88	Selectron Technologies	
Supplier Payment	Check	16294	9/2/2020	8,488.25	Sequence Graphics LLC	
Supplier Payment	Check	16295	9/2/2020	2,819.25	Sharon Rice	
Supplier Payment	Check	16296	9/2/2020	9.08	Shred It USA LLC	
Supplier Payment	Check	16297	9/2/2020	1,311.57	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	16298	9/2/2020	7,200.00	Sonny C Miranda	
Supplier Payment	Check	16299	9/2/2020	4,072.50	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	16300	9/2/2020	4,020.19	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	16301	9/2/2020	127.58	Stericycle Inc	
Supplier Payment	Check	16302	9/2/2020	23,738.75	The St. Paul's English Evangelical Lutheran Church	
Supplier Payment	Check	16303	9/2/2020	907.31	Triple J Enterprises	
Supplier Payment	Check	16304	9/2/2020	21,100.00	Trust Established by Frances Keller	
Supplier Payment	Check	16305	9/2/2020	25,890.47	Unit Process Company	
Supplier Payment	Check	16306	9/2/2020	4,741.84	Univar Solutions USA Inc - Remit-To: Supplier Univar Solutions USA Inc	
Supplier Payment	Check	16307	9/2/2020	1,971.10	Vancouvercenter Condominium Association	
Supplier Payment	Check	16308	9/2/2020	11,036.00	Vancouver Downtown Association	
Supplier Payment	Check	16310	9/2/2020	11,770.22	Wapiti NW LLC	
Supplier Payment	Check	16311	9/2/2020	10,457.60	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	16312	9/2/2020	617,224.17	Workday Inc	
Supplier Payment	Check	16313	9/2/2020	3,433.00	W Todd Pascoe	
Supplier Payment	Check	16314	9/2/2020	87.49	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	16315	9/2/2020	155.63	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	16316	9/2/2020	1,744.22	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	16317	9/2/2020	114,347.35	State of Washington Department of Labor and Industries	
Supplier Payment	Check	16318	9/2/2020	25.38	United Parcel Service	
Supplier Payment	Check	16319	9/2/2020	100.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	16320	9/2/2020	10,000.00	United States Postal Service - Remit-To: United States Postal Service Carol Stream IL	
Supplier Payment	Check	16321	9/2/2020	10,000.00	Vancouver National Historic Reserve Trust	
Supplier Payment	Check	16322	9/2/2020	40.69	Ziply Fiber	
			SUBTOTAL	11,022,823.07		

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Hansen			8/25/2020	52,203.25	City Payments	Posted 08-18-20 to 08-24-20
Hansen			9/1/2020	16,587.38	City Payments	Posted 08-25-20 to 08-31-20
Hansen			9/8/2020	292,470.25	City Payments	Posted 09-01-20 to 09-07-20
			SUBTOTAL	361,260.88		
Visa			8/25/2020	90.00	Miscellaneous	Parks Class Refunds - FCC 08-18-20 to 08-24-20
Visa			8/25/2020	219.60	Miscellaneous	Parks Class Refunds - MCC 08-18-20 to 08-24-20
Visa			8/25/2020	0.00	Miscellaneous	Parks Class Refunds - Special Events 08-18-20 to 08-24-20
Visa			8/25/2020	0.00	Miscellaneous	Parks Class Refunds - WREC 08-18-20 to 08-24-20
Visa			9/1/2020	15.00	Miscellaneous	Parks Class Refunds - FCC 08-25-20 to 08-31-20
Visa			9/1/2020	555.00	Miscellaneous	Parks Class Refunds - MCC 08-25-20 to 08-31-20
Visa			9/1/2020	0.00	Miscellaneous	Parks Class Refunds - Special Events 08-25-20 to 08-31-20
Visa			9/1/2020	0.00	Miscellaneous	Parks Class Refunds - WREC 08-25-20 to 08-31-20
Visa			8/18/2020	746.00	Miscellaneous	Parks Class Refunds - FCC 09-01-20 to 09-07-20
Visa			8/18/2020	0.00	Miscellaneous	Parks Class Refunds - MCC 09-01-20 to 09-07-20
Visa			8/18/2020	0.00	Miscellaneous	Parks Class Refunds - Special Events 09-01-20 to 09-07-20
Visa			8/18/2020	0.00	Miscellaneous	Parks Class Refunds - WREC 09-01-20 to 09-07-20
			SUBTOTAL	1,625.60		
			TOTAL	11,385,709.55		

City of Vancouver
Payroll Council Report
August 18, 2020 - September 7, 2020

Check No.	Date	Explanation	Amount
2686 - 2694	08/25/20	16 2020 Payroll	\$ 9,788.20
67408 - 69262	08/25/20	16 2020 Direct Deposits	\$ 3,039,693.29
2695 - 2704	08/31/20	8 Pension Payroll	\$ 10,596.91
69278 - 69327	08/31/20	8 Pension Direct Deposits	\$ 50,942.84

\$ 3,111,021.24

Continuation of Tower Mall Development Moratorium

VANCOUVER
CITY HALL



September 14, 2020
City Council Public Hearing

Rebecca Kennedy, Long Range Planning Manager

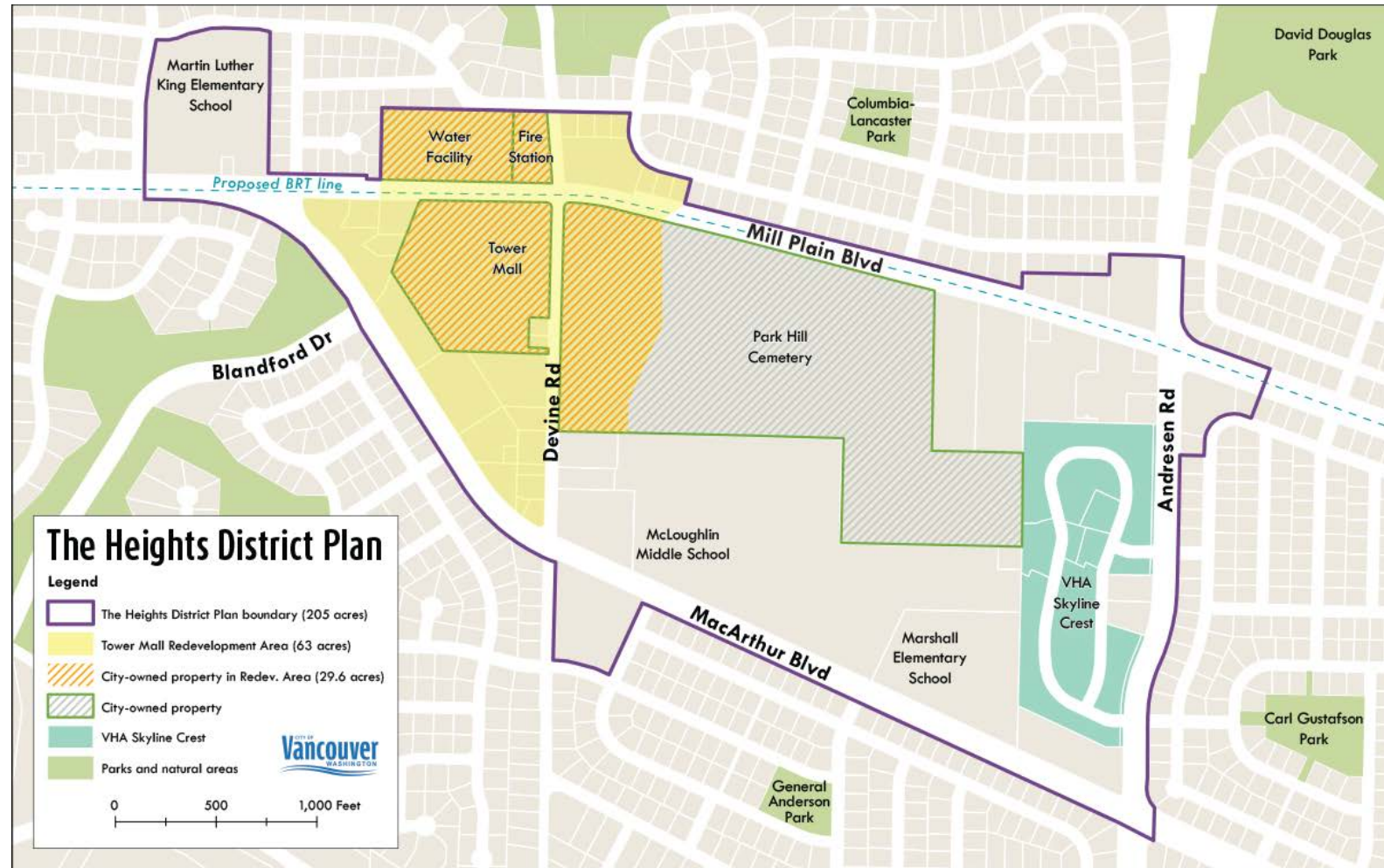
Presentation Overview

- City Council Review
- Moratorium Extension
- Heights District Plan Implementation
- Interim use plan for the Tower Mall site
- Next Steps

City Council Action on Moratorium Extension

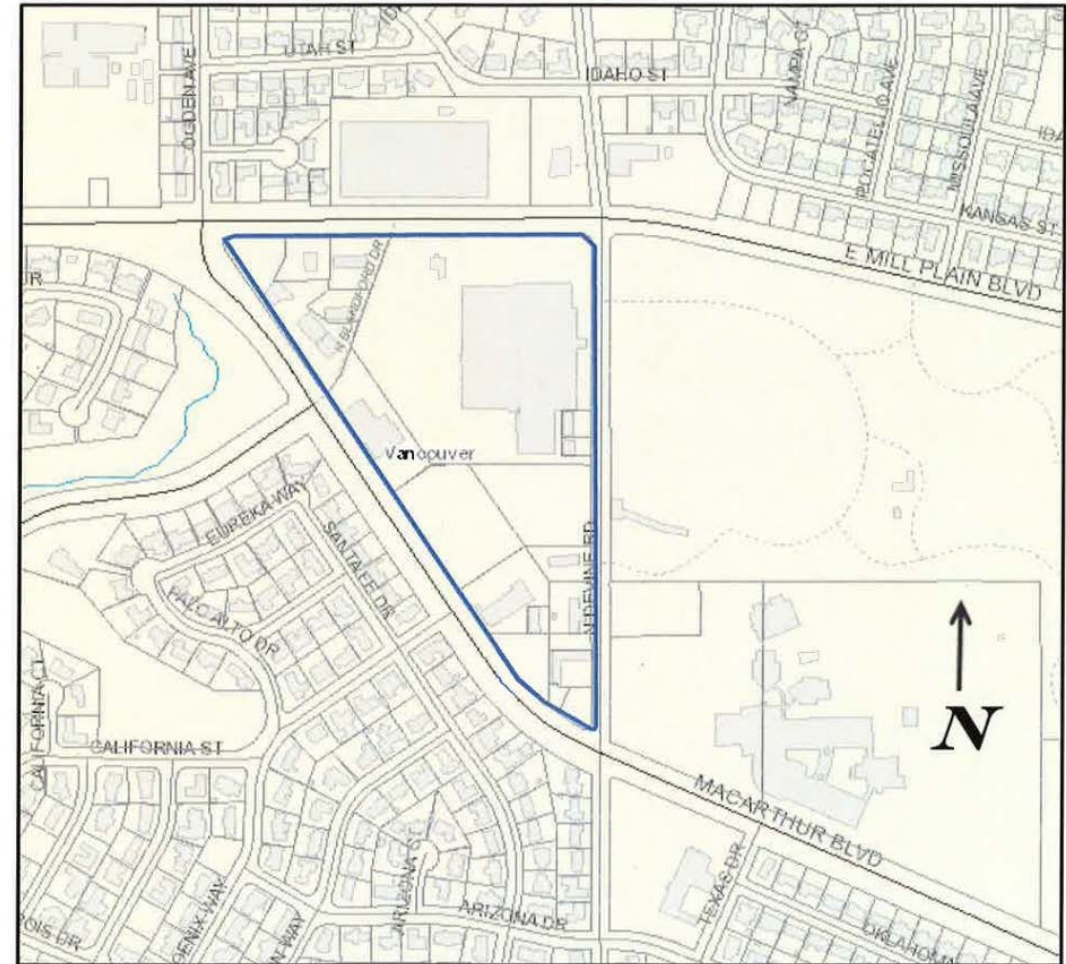
- June 5, 2017
- July 17, 2017
- November 20, 2017
- May 14, 2018
- November 5, 2018
- April 15, 2019
- October 7, 2019
- March 16, 2020

The Heights District



Continuation of Development Moratorium

- Continuation of the existing development moratorium for another six months, per RCW 36.70A.390 and 35.63.200



Public Outreach for HX Zone/Design Guidelines

- Planning Commission- primary forum for review of new development standards
- Be Heard page: Provide a crosswalk between Plan policies and guidance and HX zone/Design Guidelines implementing language
- Stakeholder meetings: Neighborhood Associations, Heights Coalition, Heights CAC, agency partners, businesses, service providers and other stakeholders
- Coordination and consultation with all property owners impacted by the new development regulations
- Ongoing communication with stakeholders through project email list and website
- Planning Commission and City Council workshops and public hearings

Public Outreach for HX Zone/Design Guidelines

- Development regulations are technical in nature- maps, renderings, and other visuals will be developed to help stakeholders understand what is being proposed and how this aligns with the Heights District Plan vision and policies
- These will be used in Planning Commission discussions and other outreach activities, and will be utilized on the Be Heard page, the project webpage, and communications with stakeholders
- Visualizations and renderings will illustrate fine-grained, tiered approach to regulations as directed by Plan vision and policies and recent Council discussions

Interim Uses for Tower Mall Site

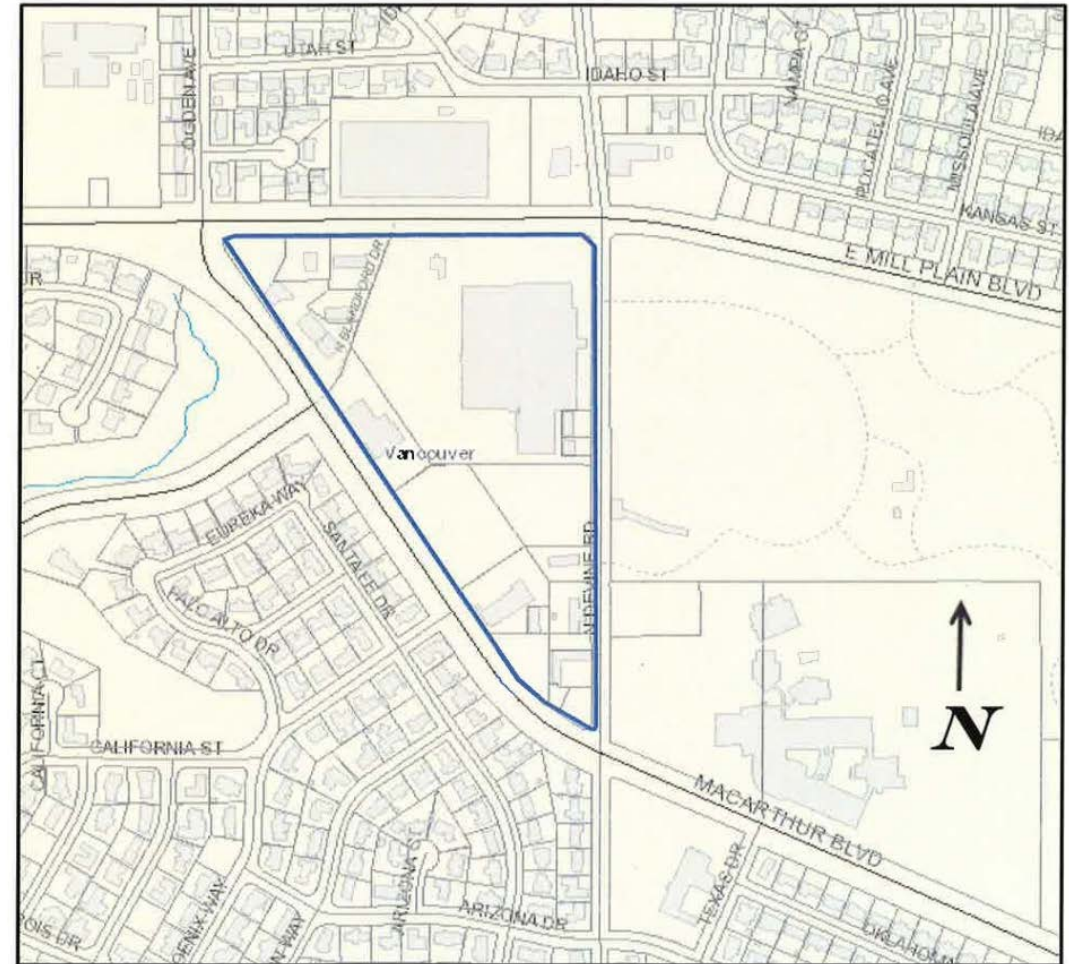
- Existing Towne Plaza structure at the end of its useful life; scheduled for demolition in Q1 2020
- Site condition post demolition is designed to support ongoing activities and events in the interim period before redevelopment occurs
- Plan for interim events and activities is under development
- Upcoming fall 2020 Friday Night Flicks at Tower Mall
 - Sept. 25 - Men in Black International; PG-13
 - Oct. 2 - Ghostbusters (1984); PG

Next Steps

- October 13: Planning Commission workshop on new development standards
- November 10: Planning Commission workshop on new development standards
- Additional workshops with the Planning Commission and City Council to be scheduled
- Ongoing outreach and engagement with all stakeholders

Action Requested

- Continuation of the existing development moratorium for another six months, per RCW 36.70A.390 and 35.63.200



Questions and Discussion

VANCOUVER
CITY HALL

Rebecca Kennedy, Planning Manager
(360) 487-7896, Rebecca.Kennedy@cityofvancouver.us

www.cityofvancouver.us/TheHeights





Staff Report 112-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/14/2020

SUBJECT Continuation of a temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area

Key Points

- State law allows cities and counties to place temporary moratoria on particular uses for up to six months while studies are conducted related to such uses and how they should be regulated. State law allows cities to extend existing moratoria for the same reasons.
- On June 5, 2017, City Council approved Ordinance M-4201 placing an emergency 6-month moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.
- Since November 20, 2017, City Council has extended the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area six times.
- Staff has nearly completed a subarea planning process for the Heights District, which includes the Tower Mall area. Extension of the moratorium will ensure that future development aligns with the vision articulated in the forthcoming plan.

Strategic Plan Alignment

Goal 8: Strengthen commercial, retail and community districts throughout the city.

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

The Heights District Subarea is identified as a future urban center in the City of Vancouver Comprehensive Plan. In order to establish a vision for the area and guide its future growth and

development, the City of Vancouver is undertaking a subarea planning process for the Heights District. In June 2017, the Vancouver City Council approved the purchase of an 11.83-acre parcel known as the Tower Mall site. Following the purchase of the property, Council adopted a six-month development moratorium for the site and adjacent properties in the Tower Mall area, and has adopted six subsequent ordinances continuing the temporary moratorium, in November 2017, May 2018, November 2018, April 2019, October 2019, and March 2020. This temporary moratorium prohibits the acceptance and processing of applications for permits for the development of new structures, the expansion of existing structures, or subdivisions in the Tower Mall area.

After purchase of the Tower Mall site in May 2017, the City initiated a subarea planning process for the 205-acre Heights District. Over the last two years, City staff and a consultant team have conducted extensive public outreach on the future of the Heights District, including one-on-one meetings, focus groups, group presentations, large public open houses, and online surveys. Staff have heard from a variety of stakeholders, including neighborhood associations, property owners, residents, Vancouver Public Schools, C-TRAN, the faith community, social service providers, non-profit organizations, community members with mobility challenges and people with disabilities, and a 20-member Community Advisory Committee that met monthly throughout much of the planning process and helped guide project decision-making.

In addition to public outreach, the project team has completed a detailed technical analysis of existing land use, transportation, and environmental conditions, as well as a feasibility study to determine what future uses and development typologies the market will support. Information gathered through the public outreach process, technical analysis, and market study informed the development of conceptual redevelopment alternatives for the Tower Mall Area, which were presented to the public in fall 2018 for input and feedback. Based on this public engagement and guided by the project goals, a draft redevelopment concept for the Tower Mall area was developed and made available for public review starting in April 2019. The draft redevelopment concept responds to public input that highlights the need for programmable open space, safer mobility and increased connectivity, a variety of housing types, and amenities that encourage community integration and support health, equity and wellness.

In the second half of 2019, the project team continued to refine the Redevelopment Plan for the former Tower Mall, and incorporated this into a draft Heights District Plan that includes policies and recommendations for the entire District as well as those specific to the Redevelopment Area. District-wide recommendations related to land use, transportation, housing, economic development, parks and open space, and sustainability are included in the draft plan.

A public comment draft of the plan was released in November 2019, in advance of planned workshops with the Planning Commission and the City Council. Based on feedback gathered through ongoing public engagement, the draft plan was refined and an updated draft was released in January of this year. Along with the updated Plan document, a Draft Environmental Impact Statement (DEIS) was also released on Jan. 23, and provided an analysis of environmental impacts and mitigation measures for the project alternative. In response to public feedback, the DEIS public comment period was extended from 30 to 120 days, and closed on May 22, 2020. On July 10, 2020, the Planned Action Final Environmental Impact Statement (FEIS) for the Heights District Plan was released, and included a new chapter that listed all questions and comments received through the Draft EIS public comment period, and provided responses to all substantive comments.

In July 2020, staff initiated a series of four workshops with Council to review the Heights District

Plan recommendations in detail, in advance of a public hearing for adoption of the Plan. Following these and a first reading on August 10, 2020, Council adopted the Heights District Plan on August 17, 2020

Forthcoming policy and regulatory updates are necessary to ensure future development aligns with the vision articulated in the Heights Plan. This includes the adoption of a new Heights Mixed Use zoning district and associated standards and design guidelines. This process is underway and staff anticipates holding workshops with the Planning Commission and Council this fall in advance of proposed adoption in early 2021.

Continuation of the moratorium allows staff the time to complete the subarea planning process that is underway, specifically the development of updated zoning standards and design guidelines. A continuation of the temporary moratorium is necessary to ensure that future development aligns with the vision articulated in the forthcoming plan.

Advantage(s)

1. Allows the City time to adopt amendments to Title 20 that implement the Heights District Plan.
2. Provides time for the public to review the updated development regulations and provide feedback prior to their adoption
3. Avoids applications for uses that would conflict with the achievement of the long-range vision for this is articulated in the Heights District Plan.

Disadvantage(s)

Prohibits the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area.

Budget Impact

None.

Prior Council Review

1. June 5, 2017, Adoption of moratorium
2. July 10, 2017, First reading, Review of moratorium ordinance and additional findings of fact in support of the ordinance
3. July 17, 2017, Public Hearing, Approval of moratorium with additional findings of fact
4. Nov. 13, 2017, First reading, Review of ordinance to continue moratorium
5. Nov. 20, 2017, Approval of ordinance to continue moratorium
6. May 7, 2018, First reading, Review of ordinance to continue moratorium
7. May 14, 2018, Approval of ordinance to continue moratorium
8. Oct. 22, 2018 First reading, Review of ordinance to continue moratorium
9. Nov. 5, 2018, Approval of ordinance to continue moratorium
10. April 8, 2019, First reading, Review of ordinance to continue moratorium
11. April 15, 2019, Approval of ordinance to continue moratorium
12. September 23, 2019, First reading, Review of ordinance to continue moratorium.
13. October 7, 2019, Approval of ordinance to continue moratorium.

14. March 9, 2020, First reading, Review of ordinance to continue moratorium.
15. March 16, 2020, Approval of ordinance to continue moratorium.

Action Requested

On September 14, 2020, subject to second reading and public hearing, approve the ordinance.

Rebecca Kennedy, Long Range Planning Manager, 360-487-7896

ATTACHMENTS:

- ▣ Ordinance

08/24/20
09/14/20

ORDINANCE NO. _____

AN ORDINANCE declaring an emergency and continuing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development of new structures; the expansion of existing structures; or subdivisions in the Tower Mall area as defined herein; establishing six months as the tentative effective period of this ordinance; and establishing an immediate effective date.

WHEREAS, the City of Vancouver has the authority to adopt temporary moratoria pursuant to RCW 36.70A.390 and 35.63.200; and

WHEREAS, the City recently adopted a subarea plan for the Heights District, which is identified in the 2011-2030 Comprehensive Plan. The Tower Mall area is within the Heights District and is bordered by East Mill Plain Blvd. on the north, North Devine Rd. on the east, and MacArthur Blvd. on the west and is depicted on the map attached hereto as Exhibit A; and

WHEREAS, the City Council finds that in order to preserve the ability to implement the subarea plan that includes the Tower Mall area in alignment with the vision articulated therein, it is necessary to temporarily restrict development of new structures; the expansion of existing structures; and subdivisions within the Tower Mall area until new development regulations are established and zoning ordinances are updated; and

WHEREAS, without a temporary moratorium the City could, in the near future, receive applications for development that would conflict with the achievement of the long-range vision for this area as defined by the subarea plan; and

WHEREAS, the enactment of this ordinance constitutes an emergency, due to potential land use impacts that may result from continued development in the Tower Mall area without the implementation of a subarea plan; and

WHEREAS, current land use regulations in this area do not adequately address long-term planning strategies, or aesthetic congruity with the community; and

WHEREAS, continuing a temporary moratorium as proposed herein will allow the City additional time to implement additional new regulation elements and amend existing zoning ordinances; and

WHEREAS, continuing a temporary moratorium will enable the City to hold public hearings and maximize public input in the development of new standards and guidelines for the Heights District without jeopardizing any possible land use options that may be precluded by unrestricted development; and

WHEREAS, the City Council believes that the continuation of a temporary moratorium promotes the public health, safety, and general welfare and convenience of the people of Vancouver, and will encourage the most desirable and productive use of land and properties in Tower Mall area;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Temporary Moratorium. As authorized by RCW 36.70A.390 and RCW 35.63.200, the City Council hereby continues the temporary moratorium on the acceptance, processing, and granting of applications for permits for the development of new structures; the expansion of existing structures; and subdivisions within the Tower Mall area.

Section 2. Exemptions. The moratorium established in Section 1 of this ordinance shall not apply to permits required for upkeep, repair, or maintenance of existing buildings or properties, or work mandated by the City to maintain public health and safety.

Section 3. Duration. This moratorium shall be in effect for six months following the effective date of this ordinance.

Section 4. Vested Rights. The moratorium created by this ordinance does not apply to properties with vested rights existing on June 5, 2017, which was the date of the enactment of the initial moratorium ordinance. “Vested Rights” shall be defined in accordance with VMC 20.210.110.

Section 5. Effective date. The City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

Read the first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read the second time:

Passed by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2020.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. M-

AN ORDINANCE declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development of new or the expansion of existing structures and subdivisions in the Tower Mall area as defined herein; establishing six months as the tentative effective period of this ordinance; and establishing an immediate effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

EXHIBIT A: PROPERTIES SUBJECT TO DEVELOPMENT MORATORIUM



Disposition of Real Property

Old Fire Station #2

VANCOUVER
CITY HALL



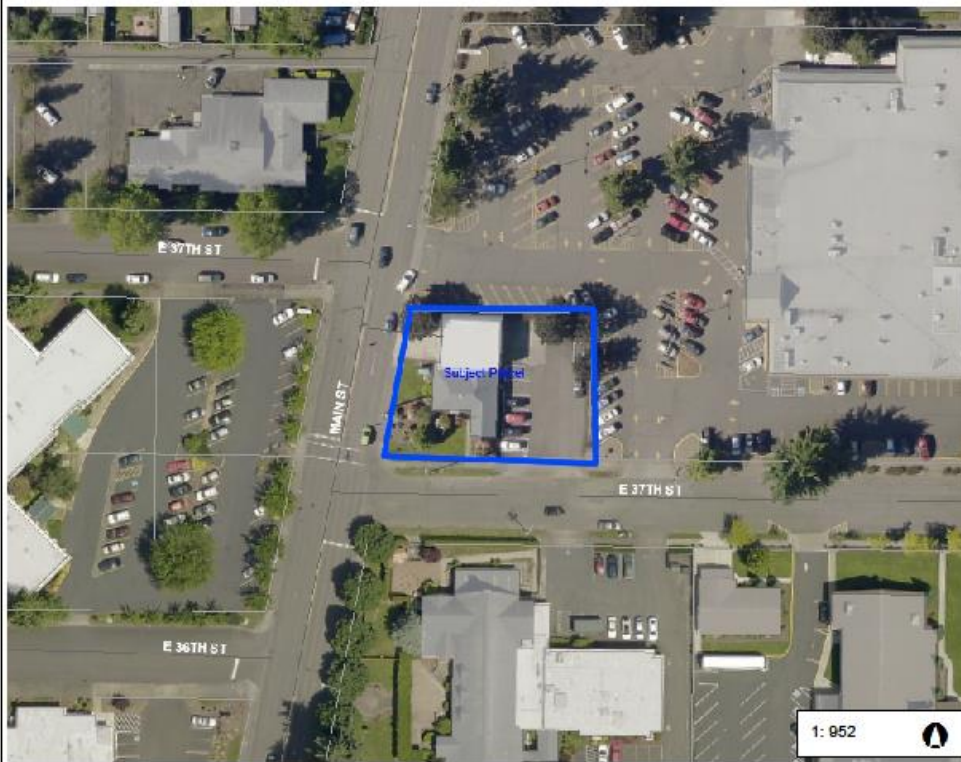
September 14, 2020

Vancouver City Council Public Hearing

Linda Carlson, Property Management Specialist



City of Vancouver Fire Station 2



WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA, GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



Legend

- Building Footprints
- Taxi lots
- County Outline
- Roads
- ImageOrtho
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- World Street Map

Notes:

Assessor Parcel 11280-000

Key Points

- City of Vancouver purchased this parcel in 1940 to build a Fire Station to serve the citizens of Vancouver.
- In August 2014, the City of Vancouver completed a Long Range Fire Department where it was determined that Fire Station should be rebuilt and moved to a more suitable parcel.
- The City has built a new Fire Station #2 which opened in February 2018.
- With the re-location of Fire Station #2, the property located at 400 E. 37th Street will no longer be put to any municipal use by the City of Vancouver.

Next Steps

- City Manager to sign documents to complete sale of these parcels.

Questions and Discussion

isposing Linda Carlson, Property Management Specialist, 360-487-8423



Disposition of Real Property Old Fire Station #2 - 5



Staff Report 123-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/14/2020

SUBJECT Disposition of Real Property/Approval of Purchase and Sale Agreement - 400 E 37th Street

Key Points

- Old Fire Station #2 has been vacant since February 2018
- Disposition of this property will decrease the need for City resources pertaining to maintenance of the site
- Disposition of this property will maximize financial return to the City's General Fund

Strategic Plan Alignment

Goal 8: Strengthen commercial, retail and community districts throughout the city.

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

The City of Vancouver has utilized this property for public safety (Fire Station) since its purchase in 1940.

As the City of Vancouver continues to grow, so do the public safety needs of our citizens. As part of our continued efforts to maintain the best public safety policies and practices, the City of Vancouver completed a Long Range Facility Plan for the City's Fire Department. Upon completion of this plan, it was determined that Station 2 should be moved to a more suitable location. A parcel was acquired near the intersection of Fourth Plain Blvd and Norris Road, where new Fire Station 2 was built and opened in February of 2018.

With the re-location of Fire Station #2, the property located at 400 E. 37th Street will no longer be put to any municipal use by the City of Vancouver. To further enhance the development of the Community Commercial zoning, disposition of this site will provide the largest return to the City of

Vancouver.

The assessed value of the property is \$430,500. An appraisal report was prepared in April 2018. The appraised value of the property is \$430,000.

The parcel submitted for Council review for disposition is attached in a detailed report and a map is attached. This parcel is identified as Old Fire Station #2.

On March 16, 2015, Council approved declaration of property as surplus, and on July 1, 2019, approved disposition by marketing the property to the public for sale. The property was placed on the market for a period of 45 days. Five offers were received. The attached Purchase and Sale Agreement represents the highest offer (\$610,000) received.

Fire Station #2 is being purchased by a developer, Bango Building LLC, which is a company that purchases old buildings, refurbishes them and then leases them out. Although they have done some preliminary work with an Architecture and Engineering (A&E) firm as to looking at the building, currently they do not have a specific use or user in mind. Once they buy the building they will work in more earnest with the A&E firm to develop a plan and then market it and lease it as soon as possible.

Declaration for disposition is the final public process step in VMC 3.30 - Disposition of City-Owned Surplus Real Property, allowing the City to sell the property in a negotiated sale.

Advantage(s)

1. Approving disposition and Purchase and Sale Agreement will allow for potential development within the uptown district.
2. Revenue from disposition will return \$610,000 to the general fund.
3. The parcel will return to the county's tax database.
4. Cost savings for maintenance of a vacant property.

Disadvantage(s)

None

Budget Impact

Sale of the decommissioned fire station will generate \$610,000. The proceeds will be deposited in the Fire Capital Fund.

Prior Council Review

- Declaration of Surplus March 16, 2015
- Council workshop August 6, 2018
- Approval of disposition method July 1, 2019

Action Requested

On September 14, 2020, following a public hearing, adopt a resolution approving disposition of certain real property located at 400 E 37th Street, approve Purchase and Sale Agreement

between City of Vancouver and Bango Building LLC and authorize City Manager to execute associated real estate documents.

Linda Carlson, Property Management Specialist, 360-487-8423

ATTACHMENTS:

- ▣ Purchase and Sale Agreement
- ▣ Disposition property report - 400 E 37th Street
- ▣ Resolution - 400 E. 37th Street
- ▣ Legal Description - 400 E. 37th Street
- ▣ Map - 400 E. 37th Street
- ▣ Council Presentation_Old Fire Station #2

COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
(Washington Commercial Form)

AGENCY DISCLOSURE

This Agency Disclosure is issued pursuant to the requirements of the Revised Code of Washington (RCW 18.86.030(1) (g)), Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller.

Pursuant to the requirements of the Revised Code of Washington (RCW 18.86.030), both Buyer and Seller acknowledge having received the LAW OF REAL ESTATE AGENCY pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Seller Agent: **Charlie Kleier, Eric Anderson & Tamara Fuller** of **Colliers International WA, LLC** firm (the "Selling Firm") is the agent of (check one): ☐ Buyer exclusively; ☐ Seller exclusively; ☐ both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: ___ of ___ firm (the "Buying Firm") is the agent of (check one): ☐ Buyer exclusively; ☐ Seller exclusively; ☐ both Seller and Buyer ("Disclosed Limited Agency").

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED

Buyer: (print) **Phil Coutrakon** (sign) _____ Date: _____
Buyer: (print) _____ (sign) _____ Date: _____
Seller: (print) **Eric Holmes** (sign) _____ Date: _____
Seller: (print) _____ (sign) _____ Date: _____

[No further text appears on this page.]

PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (this "Agreement") dated with the reference date of _____, 20____, for reference purposes only, shall be effective on the date when this Agreement has been executed and delivered by Seller and Buyer (the "Execution Date"):

BETWEEN: City of Vancouver ("Seller")
Address: PO Box 1995, Vancouver, WA 98668-1995
Home Phone: _____
Office Phone: 360-487-8600
Fax No.: _____
E-Mail: _____

AND: Bango Building, LLC and/or Assigns ("Buyer")
Address: 7809 NE Everett Street, Portland, OR 97213
Home Phone: _____
Office Phone: 408-314-8582
Fax No.: _____
E-Mail: bangobuilding@gmail.com

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property:" (a) the real property and all improvements thereon generally described or located at 400 E 37th Street in the City of Vancouver, County of Clark, Clark County parcel number 11280000, Washington, and legally described on Exhibit A (the "Real Estate") (if no legal description is attached, the legal description shall be the legal description of the Real Estate in the Preliminary Report (described in Section 5), subject to the review and approval of both parties hereto), including all of Seller's right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; (b) all of Seller's right, title and interest, if any, in and to any and all leases to which the Real Estate is subject (each, a "Lease"); and (c) any and all personal property located on and used in connection with the operation of the Real Estate and owned by Seller (the "Personal Property"). If there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants." If there is any Personal Property, see Section 21.2, below.

1.1.1 Seller's obligation to the Purchase and Sale Agreement and the closing thereof is conditioned on receiving approval of this transaction from the Vancouver City Council. Within Thirty (30) days of Execution Date, Seller shall seek approval from the Vancouver City Council and place the matter on the next available agenda for a Regular Meeting of the City Council. In the event Seller does not receive said approval, this transaction shall be terminated and all Earnest Money shall be returned to Buyer and the Property shall be released to Seller.

1.2 Purchase Price. The purchase price for the Property shall be Six Hundred Ten Thousand dollars (\$610,000.00) (the "Purchase Price"). The Purchase Price shall be adjusted, as applicable, by the net amount of credits and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to the terms of this Agreement. The parties acknowledge and agree that \$0 of the Purchase Price is attributable to the Personal Property. The Purchase Price shall be payable as follows:

53 1.2.1 Earnest Money Deposit.

54 (a) Within **Three (3) business** days of the Execution Date, Buyer shall
55 deliver into Escrow (as defined herein), for the account of Buyer, **\$18,000.00** as earnest money (the "Earnest
56 Money") in the form of:

57 ☐ promissory note in the form of Exhibit B (the "Note"); ☒ check; or ☐ cash equivalent (wire transfer;
58 cashier's check or certified check) or other immediately available funds.

59
60
61 ~~(b) If the Earnest Money is in the form of a Note, it shall be due and~~
62 ~~payable ☐ no later than 5:00 PM Pacific Time three (3) days after the Execution Date; ☐ after satisfaction or~~
63 ~~waiver by Buyer of the Conditions to Buyer's obligation to purchase the Property set forth in Section 2.1 of this~~
64 ~~Agreement; or ☐ Other: _____. If the terms of the Note and this Agreement conflict, the terms of this Agreement shall~~
65 ~~govern. If the Note is not redeemed and paid in full when due, then: (i) the Note shall be delivered and endorsed to~~
66 ~~Seller (if not already in Seller's possession); (ii) Seller may collect the Earnest Money from Buyer, either pursuant to~~
67 ~~an action on the Note or an action on this Agreement; and (iii) Seller shall have no further obligations under this~~
68 ~~Agreement.~~

69
70 (c) The purchase and sale of the Property shall be accomplished through
71 an escrow (the "Escrow") that Seller has established or will establish with **Fidelity National Title Company, located**
72 **at 655 W Columbia Way, Suite 200, Vancouver, WA 98660, Attn: Melissa Miller** (the "Escrow Holder") within **Two**
73 **(2)** days after the Execution Date. Except as otherwise provided in this Agreement: (i) any interest earned on the
74 Earnest Money shall be considered to be part of the Earnest Money; (ii) the Earnest Money shall be non-refundable
75 upon satisfaction or waiver of all Conditions as defined in Section 2.1; and (iii) the Earnest Money shall be applied to
76 the Purchase Price at Closing.

77
78 1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing
79 by ☐ certified check drawn upon, or cashier's check of, a national bank (or other banking institution as Seller may
80 approve in writing); or ☒ wire delivery of funds through the Federal Reserve System to an account designated in
81 writing by Seller.

82
83 1.3 Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the
84 "Exchanging Party") may elect to engage in and effect a like-kind exchange under Section 1031 of the Internal
85 Revenue Code, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-Exchanging Party with
86 respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller each hereby agree to
87 reasonably cooperate with the other in completing each such 1031 Exchange; provided, however, that such
88 cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for the Property. An
89 assignment of this Agreement by the Exchanging Party to a 1031 Exchange accommodator shall be permitted but
90 shall not delay Closing or release the Exchanging Party from its obligations under this Agreement. The Cooperating
91 Party shall not suffer any costs, expenses or liabilities for cooperating with the Exchanging Party and shall not be
92 required to take title to the exchange property. The Exchanging Party agrees to indemnify, defend and hold the
93 Cooperating Party harmless from any liability, damages and costs arising out of the 1031 Exchange.

94
95 2. Conditions to Purchase.

96
97 2.1 Buyer's obligation to purchase the Property is conditioned on the following:

98 ☐ None;

99 ☒ Within **Thirty (30)** days of **Seller receiving approval of the Vancouver City Council**
100 **as specified in Section 1.1.1**, Buyer's approval of the results of (collectively, the
101 "General Conditions"): (a) the Property inspection described in Section 3 below; (b)
102 the document review described in Section 4 below;

☐ Within ____ days of the Execution Date, Buyer's receipt of confirmation of satisfactory financing (the "Financing Condition"); and/or

☒ Upon Buyer's approval of General Conditions as specified above and Buyer's deeming of the earnest money as nonrefundable to Buyer (subject to Seller's obligation herein), Buyer shall have the right to market the Property for lease including having reasonable access to show the property to leasing prospects through Buyer's and Seller's agents.

The General Conditions, Financing Condition and any other conditions in section 2.1 above shall be collectively defined as the "Conditions."

2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the Conditions, or stated in writing that such Conditions have been satisfied, by notice given to Seller within the time periods for such Conditions set forth above, this Agreement shall be deemed automatically terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to the contrary herein, neither party shall have any further obligation, right or remedy hereunder.

3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants as required by the applicable Leases, if any, to conduct any and all inspections, tests, and surveys concerning the structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning, and all other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the Property including the economic feasibility of such purchase. If the transaction contemplated in this Agreement fails to close for any reason (or no reason) as a result of the act or omission of Buyer or its agents, Buyer shall promptly restore the Property to substantially the condition the Property was in prior to Buyer's performance of any inspections or work. Buyer shall indemnify, hold harmless, and defend Seller from all liens, liability, damages, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's or its agents', contractors' or consultants' entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

4. Seller's Documents. Within **Ten (10)** days after the Execution Date, Seller shall deliver, physically or electronically, to Buyer or Buyer's designee, legible and complete copies of the following documents: (a) copies of all promissory notes, deeds of trust, loan agreements and other documents concerning any existing encumbrance on the Property, (b) copies of advice letters, deficiency notices, compliance notices and other or similar correspondence and/or written communication pertaining to the Property from codes and zoning authorities, environmental agencies and/or other governmental units that have jurisdiction over the Property, (c) a copy of the most recent survey of the Property, (d) any current leases or current service contracts covering any portion of the Property, and (e)_____.

5. Title and Title Insurance.

5.1 Title. The Seller shall convey good and marketable title to the Property to the Buyer at Closing. For the purposes of this Agreement, "good and marketable title" shall mean fee simple ownership that is: (a) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions (as defined in Section 5.2, and (b) insurable by a title insurance company reasonably acceptable to Buyer.

5.2 Title Insurance. Within **Ten (10)** days after the Execution Date, Seller shall instruct a title company selected by Seller (the "Title Company") to deliver to Buyer a preliminary title report from the Title Company (the "Preliminary Report"), showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown therein as exceptions to title ("Exceptions"). Buyer shall have **Ten (10)** days after receipt of a copy of the Preliminary Report and Exceptions within which to give notice in writing to Seller of any objection to such

title or to any liens or encumbrances affecting the Property. Within **Fifteen (15)** days after receipt of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to Exceptions. On or before the last day for Buyer to approve the results of the General Conditions set forth in Section 2.1 above (the "Title Contingency Date"), Buyer shall elect whether to: (i) purchase the Property subject to those objected-to Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer fails to give Seller notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this Agreement. On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objected and which Seller agreed to remove. All remaining Exceptions set forth in the Preliminary Report and those Exceptions caused by or agreed to by Buyer shall be deemed "Permitted Exceptions." For the purposes of this Agreement, the term "Permitted Exceptions" shall mean: (a) Exceptions which are deemed permitted as set forth above; (b) current taxes not yet due and payable; (c) easements for the installation or maintenance of public utilities serving only the Project; (d) the rights of tenants, as tenants only, under the Leases; and such other matters not objected to in writing by Buyer during the Inspection Period.

6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above, Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money in Escrow, to terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If the conditions, if any, to Buyer's obligation to close this transaction are satisfied or waived by Buyer and Buyer fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain the Earnest Money paid by Buyer as liquidated damages. If the conditions, if any, to Seller's obligation to close this transaction are satisfied or waived by Seller and Seller fails, through no fault of Buyer, to close the sale of the Property, Buyer shall be entitled as its sole and exclusive remedy to either: (i) terminate this Agreement, receive funds of the Earnest Money, and be reimbursed for Buyer's out-of-pocket costs related to this transaction; or (ii) to pursue the remedy of specific performance. If Buyer has not filed an action for specific performance within in sixty (60) days after the scheduled Closing Date, Buyer shall be deemed to have elected remedy (i) above. In no event shall either party be entitled to punitive or consequential damages, if any, resulting from the other party's failure to close the sale of the Property. BUYER AND SELLER EACH AGREE THAT IF BUYER DEFAULTS UNDER THIS AGREEMENT, THE DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THEREFORE, IF BUYER DEFAULTS HEREUNDER THE LIQUIDATED DAMAGES AMOUNT SHALL SERVE AS DAMAGES FOR THE DEFAULT BY BUYER, AS A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER, INCLUDING COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS OF CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE AND OTHER COSTS INCURRED IN CONNECTION HERewith.

7. Closing of Sale.

7.1 Buyer and Seller agree the sale of the Property shall be closed ("Closing"), in Escrow, ☐ on or before ____ or ☒ **Fifteen (15)** days after the Conditions set forth in Sections 2.1 have been satisfied or waived in writing by Buyer (the "Closing Date"). The sale of the Property shall be deemed closed when the document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to Seller.

7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds required to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall deliver a certification confirming whether Seller is or is not a "foreign person" as such term is defined by applicable law and regulations.

7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by ☐ statutory warranty deed or ☒ **Quick Claim** (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer

a standard ALTA form owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained in the Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form policy of title insurance. Buyer shall pay any additional expense resulting from the ALTA extended coverage and any endorsements required by Buyer.

8. Closing Costs; Prorations. Seller shall pay the premium for the Buyer's Owner's Title Insurance Policy, provided, however, if Buyer elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees charged by the Escrow Holder. Any excise tax and/or transfer tax shall be paid by ☒ Seller ☐ Buyer ☐ split equally between Seller and Buyer. Real property taxes for the tax year of the Closing, assessments (if a Permitted Exception), personal property taxes, rents and other charges arising from existing Tenancies paid for the month of Closing, and interest on assumed obligations, shall be prorated as of the Closing Date based on amounts collected. Seller will be responsible for the cost of any utilities used prior to the Closing Date. If applicable, prepaid rents, prepaid common area maintenance charges and reserves, security deposits, and other unearned refundable deposits relating to Tenancies shall be assigned and delivered to Buyer at Closing. ☐ Seller ☐ Buyer ☒ N/A shall be responsible for payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or program. If any of the aforesaid prorations cannot be definitely calculated on the Closing Date, then they shall be estimated at Closing and definitely calculated as soon after the Closing Date as feasible.

9. Possession. Seller shall deliver exclusive possession of the Property, subject to the Tenancies (if any) existing as of the Closing Date, and the Permitted Exceptions, to Buyer ☒ on the Closing Date or ☐ ____.

10. Condition of Property. Seller represents and warrants to Buyer that (i) Seller has received no written notices of violation of any laws, codes, rules, or regulations applicable to the Property ("Laws") that were not delivered to Buyer pursuant to Section 4 above; (ii) to the best of Seller's knowledge without specific inquiry, the Property is not in violation of any Laws and there are no concealed material defects in the Property; (iii) Seller has delivered complete copies of all Leases and service contracts for the Property to Buyer; and (iv) to the best of Seller's knowledge, the documents prepared by Seller are delivered to Buyer pursuant to Section 4 are accurate in all material respects. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing, and Buyer shall bear such risk at and after Closing. Except for Seller's representations and warranties set forth in this Section 10, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its own inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's Closing obligation that all of Seller's representations and warranties stated in this Agreement are materially true and correct on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive Closing for one (1) year.

11. Condemnation or Casualty. If, prior to Closing, all or any material part of the Property is (a) condemned or appropriated by public authority other than Seller or any party exercising the right of eminent domain, or is threatened thereby, or (b) if there occurs a fire or other casualty causing material damage to the Property or any material portion thereof, then at the election of Buyer by written notice to Seller, either; (i) this Agreement shall terminate, whereupon all Earnest Money and any interest accrued thereon shall promptly refunded to Buyer; or (ii) this Agreement shall remain in effect and Seller shall assign to Buyer at Closing Seller's entire right, title and interest in taking award or casualty insurance proceeds attributable to the portion of the Property taken or destroyed, as the case may be. If Buyer fails to make such election within twenty (20) days after written notice from Seller. Buyer shall be deemed to have elected option (ii) above. Seller will promptly notify Buyer as to the commencement of any such action or any communication from a condemning authority that a condemnation or appropriation is contemplated, and will cooperate with Buyer in the response to or defense to such actions.

12. Operation of Property. Between the Execution Date and the Closing Date, Seller shall (i) continue to operate, maintain and insure the Property consistent with Seller's current operating practices; (ii) provide Buyer with copies of any proposed new leases, agreements or contracts described below; and (iii) not, without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material amendments or modification agreements for any existing Leases or occupancy agreements for the Property; or (c) any service contracts or other agreements affecting the Property that are not terminable prior to Closing.

13. Assignment. Assignment of this Agreement: ☐ is PROHIBITED; ☒ is PERMITTED, without consent of Seller; provided, that assignment of this Agreement by Buyer to an entity owned or controlled by Buyer or to a 1031 Exchange accommodator is permitted without Seller's consent. If Seller's written consent is required for assignment, such consent may be withheld in Seller's sole discretion. In the event of any assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.

14. Arbitration. **IF AND ONLY IF THIS SECTION IS INITIALED BY BUYER AND SELLER, THE FOLLOWING SHALL APPLY TO THIS AGREEMENT:**

ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED BY THE WASHINGTON UNIFORM ARBITRATION ACT (RCW 7.04A et seq.) AND, TO THE EXTENT NOT INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF THE ARBITRATION SERVICE OF PORTLAND ("ASP"). THE ARBITRATION SHALL BE CONDUCTED IN ___, WASHINGTON AND ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE ___ GEOGRAPHIC AREA (IF BLANK IS NOT COMPLETED, VANCOUVER, WASHINGTON METROPOLITAN AREA). ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR, FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF THE ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT, BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS ACTION.

Initials of Buyer

Initials of Seller

15. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

16. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE

PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

17. Brokerage Agreement. The Agency Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller agrees to pay a commission to Selling Firm **per separate listing agreement between Seller and Broker.** in the amount of either: ☐ ___ percent (___%) of the Purchase Price or ☐ \$___. Such commission shall be divided between Selling Firm and Buying Firm such that Selling Firm receives ___ percent (___%) and Buying Firm receives ___ percent (___%). Seller shall cause the Escrow Holder to deliver to Selling Firm and Buying Firm the real estate commission on the Closing Date or upon the failure of this transaction to Close on account Seller's default under this Agreement, whichever occurs first. If the Earnest Money is forfeited by Buyer and retained by Seller in accordance with this Agreement, in addition to any other rights the Selling Firm and Buying Firm may have, the Selling Firm and the Buying Firm, together, shall be entitled to the lesser of: (i) fifty percent (50%) of the Earnest Money; or (ii) the commission agreed to above, and Seller hereby assigns such amount to the Selling Firm and the Buying Firm.

18. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of delivery); (c) on the day of delivery of the notice by reputable overnight courier; or (d) on the day of delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; unless that day is a Saturday, Sunday, or federal or Washington State legal holiday, in which event such notice will be deemed delivered on the next following business day. All notices shall be sent by the applicable party to the address of the other party shown at the beginning of this Agreement.

19. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Washington State legal holiday, such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail transmission of any signed document including this Agreement shall be the same as delivery of an original, and digital signatures shall be valid and binding. At the request of either party, the party delivering a document by facsimile and/or electronic mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them. Without limiting the provisions of Section 13 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely with respect to Sections 15 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement. The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to its terms and provisions. Neither this Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.

20. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by, the laws of the State of Washington.

21. Lease(s) and Personal Property.

21.1 Leases.

21.1.1 ~~Seller shall use commercially reasonable efforts to deliver to Buyer, at least ___ days (three (3) if not filled in) before the Closing Date, a tenant estoppel certificate, reasonably acceptable to~~

Buyer, pertaining to each Lease at the Property in effect as of the Closing Date (each, a "Tenant Estoppel") for each Tenant occupying 5,000 square feet or more of the Property and Tenants occupying not less than eighty percent (80%) of the remaining leasable square feet of the Property. Such Tenant Estoppels shall be dated no more than _____ days (**thirty (30) if not filled in**) prior to the Closing Date and shall certify, among other things: (a) that the Lease is unmodified and in full force and effect, or is in full force and effect as modified, and stating the modifications; (b) the amount of the rent and the date to which rent has been paid; (c) the amount of any security deposit held by Seller; and (d) that neither party is in default under the Lease or if a default by either party is claimed, stating the nature of any such claimed default. If Seller has not obtained Tenant Estoppels from all Tenants of the Property, then Seller shall have the right, but not the obligation, to execute and deliver to Buyer a Tenant Estoppel with respect to any such Lease setting forth the information required by this Section 21.1.1 and confirming the accuracy thereof. Buyer's timely receipt of Tenant Estoppels from all Tenants satisfying the foregoing requirements shall be a condition to Buyer's obligation to Close this transaction.

21.1.2 If applicable, the assignment of the Lease(s) by Seller, and assumption of the Lease(s) by Buyer shall be accomplished by executing and delivering to each other through Escrow on the Closing Date an Assignment of Lessor's Interest under Lease substantially in the form of Exhibit C (the "Assignment").

21.2 Personal Property. Personal Property. If applicable, Seller shall convey all Personal Property to Buyer by executing and delivering to Buyer at Closing through Escrow (as defined below), a Bill of Sale substantially in the form of Exhibit D (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill of Sale.

22. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT E.

23. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and incorporated within this Agreement:

- ☒ Exhibit A – Legal Description of Property
- ☒ Exhibit B – Modified Seller Disclosure Statement
- ☐ Exhibit C – Assignment of Lessor's Interest under Lease (if applicable)
- ☐ Exhibit D – Bill of Sale (if applicable)
- ☐ Exhibit E – Lead Paint Disclosure Addendum (if applicable)

[Remainder of page intentionally left blank.]

24. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons of the United States not do business with any individual or entity on a list of "Specially Designated nationals and Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Seller and Buyer hereinafter certify to each other that:

24.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

24.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

25. Seller's Disclosure Form: Buyer waives the right to receive a standard seller disclosure statement ("Form 17-Commercial") if required by RCW 64.06. Pursuant to RCW 64.06.10, no responses to any of the questions in the section entitled environmental are "yes". The accepted modified seller disclosure statement is attached as Exhibit "B".

Seller and Buyer hereby agree to defend, indemnify, and hold harmless each other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. This certification and agreement to indemnify, hold harmless, and defend shall survive Closing or any termination of this Agreement.

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

Buyer Bango Building, LLC and/or Assigns

By: _____
Name: Phil Coutrakon
Title _____
Date: _____

Seller City of Vancouver

By: _____
Name: Eric Holmes
Title: City Manager
Date: _____

Time for Acceptance. If the second party to execute this Agreement has not executed and delivered this Agreement within ____ days (five (5) if not filed in) after the date this Agreement was signed by the first party to execute this Agreement set forth above, then any Earnest Money deposited shall be promptly refunded to Buyer and neither party shall have any right or obligation hereunder.

CRITICAL DATE LIST:

Within five (5) days after the Execution Date, the parties to this Agreement shall complete the information below (the "Critical Date List"), initial where indicated, and return a copy of the same to the other party for such party's review. This Critical Date List is for reference purposes only and, in the event of a conflict between this Critical Date List and the Agreement, the terms of the Agreement shall prevail.

	DATE:
• Execution Date (Introductory paragraph):	
• Earnest Money due date (Section 1.2.1(a)):	
• Seller shall open Escrow with the Escrow Holder (Section 1.2.1(a)):	Before
• Seller shall deliver Seller's documents to Buyer (Section 4):	Within ____ days after the Execution Date
• Seller shall deliver Preliminary Report to Buyer (Section 5):	Within ____ days after the Execution Date
• Buyer's title objection notice due to Seller (Section 5):	Within ____ days after receipt of the Preliminary Report
• Seller's title response due to Buyer (Section 5):	Within ____ days after receipt of Buyer's title objection notice
• Title Contingency Date (Section 5):	Within ____ days after receipt of Seller's title response
• Expiration date for satisfaction of General Conditions (Section 2.1):	Within ____ days of the Execution Date
• Expiration date for satisfaction of Financing Condition (Section 2.1):	Within ____ days of the Execution Date
• By this date, Buyer must deliver the notice to proceed contemplated in Section 2.2.	Within ____ days of the Execution Date
• Closing Date (Section 7.1).	

Initials of Buyer: _____

Initials of Seller: _____

Initials of Buyer: _____

Initials of Seller: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Fire station 2 Surplus
400 East 37th Street
Parcel # 011280000

LEGAL DESCRIPTION

A parcel of land in the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows;

TRACT A

Beginning at a point on the North line of East 37th Street 39.59 feet west of the southeast corner of fractional Lot 7 of Block 8 of North Coast Heights Addition to the City of Vancouver, as recorded in Book C of Plats, Page 80, Clark County records;

Thence running south 60.00 feet to the South line of East 37th Street;

Thence west along the extension of said South line to the East line of Main Street;

Thence northeast along said East line to the southwest corner of fractional Lot 5 of Block 7 of said North Coast Heights Addition;

Thence leaving said East line, east 75.00 feet along the South line of said fractional Lot 5;

Thence south 75.95 feet more or less to the North line of said East 37th Street;

Thence east along said North line, to the point of beginning;

Except the south 60.00 feet for E 37th Street, as defined in Ordinance-1544, (1936)

TRACT B

Beginning at a point on the South line of fractional Lot 5, Block 7 of North Coast Heights Addition to the City of Vancouver, as recorded in Book C of Plats, Page 80, Clark County records, 75.00 feet east of the Southwest corner of said fractional Lot 5, said point of beginning being also the northeast corner of a tract of land conveyed to the City of Vancouver by the Oregon-Washington Pythian Home (Superior Court for the State of Washington, Clark County Civil Case No. 15774);

Thence east along said South line 10.00 feet;

Thence south 75.95 feet more or less to the North line of East 37th Street;

Thence west along said North line a distance of 10.00 feet to the southeast corner of said tract;

Thence north 75.95 feet more or less to the point of beginning, as recorded in Book 282, Page 57, Clark County Deed Records.

TRACT C

Lot 5, Block 7, North Coast Heights Addition to the City of Vancouver, as recorded in Book C of Plats, Page 80, Clark County Records;

Together with the following described parcel:

Beginning at the Southeast corner of the above described Lot 5 and running thence south a distance of 76.00 feet more or less, to the North line of 37th Street;

Thence west along said North line a distance of 45.39 feet more or less to the southeast corner of the existing Vancouver Fire Department property, Tract "B" as described above;

Thence north along said Vancouver Fire Department property 75.96 feet more or less to the South line of said Lot 5;

Thence east along said South line a distance of 45.39 feet more or less to the point of beginning, as described in Quit Claim Deed - Divers to City of Vancouver, G-610225, recorded 1972.



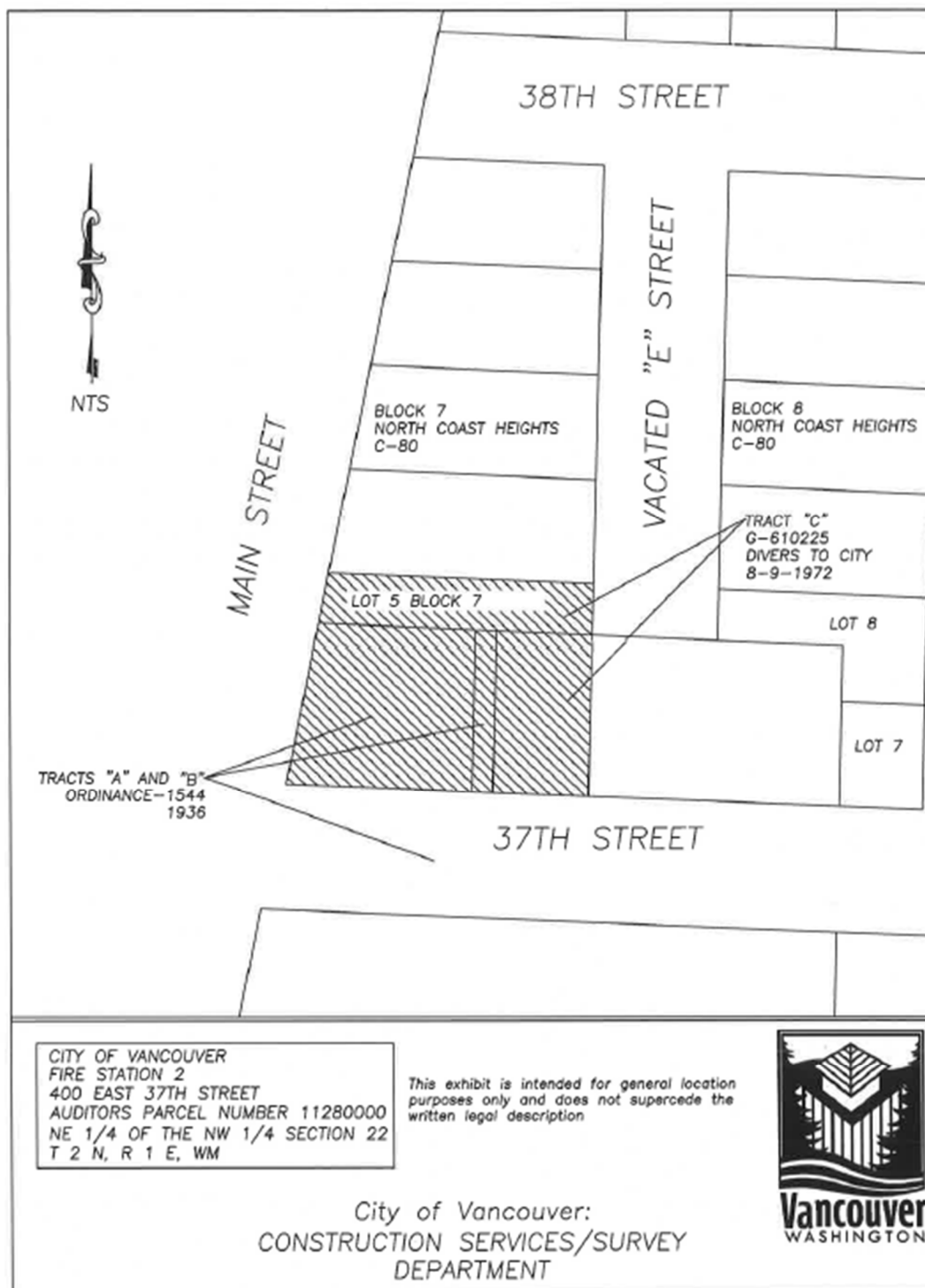


EXHIBIT B

EARNEST MONEY PROMISSORY NOTE

\$ _____, 20____
_____, 20____ FOR VALUE RECEIVED. _____ ("BUYER"), promises to pay the
order of _____ ("Seller"), the sum of _____ Dollars
(\$ _____) in lawful money of the United States, together with interest on that amount upon the agreements, terms
and conditions provided in that certain Purchase and Sale Agreement and Receipt for Earnest Money with and
execution date of _____, 20____, with respect to the property located at

_____ (the "Purchase Agreement"). The amount payable
hereunder shall be due and payable, if at all, pursuant to the terms and conditions of the Purchase Agreement.

1. ~~Definitions.~~ The term "Default" means any of the following events: (i) Buyer at any time fails to pay, when
due, any sum owing on this Note; or (ii) Buyer breaches or fails to perform any obligation under this Note. The term
"Default Rate" means the rate of interest otherwise payable on this Note plus ten percent (10%).

2. ~~Interest.~~ This Note shall not bear interest unless and until Buyer shall be in Default of this Note. Should the
Buyer Default on any of the obligations specified in this Note, all sums owing on the Note shall bear interest at the
Default Rate.

3. ~~Waivers.~~ Buyer hereby waives presentment, demand, notice of dishonor, notice of default or delinquency,
notice of protest and nonpayment, notice of costs, expenses or losses and interest on those, and all other notices
required by law, except as specifically set for in this Note.

4. ~~Remedies.~~ Upon a Default, Seller shall have all rights available to it in this Note and the Purchase
Agreement. Any unpaid balance outstanding at the time of a Default, and any costs or other expenses incurred by
Seller in realizing on this Note after a Default, shall bear interest at the Default Rate.

5. ~~Attorneys' Fees, Costs and Other Expenses.~~ Buyer agrees to pay all costs and expenses which Seller may
incur by reason of a Default, including, but not limited to, reasonable attorneys' fees, expenses, and costs incurred in
any action undertaken with respect to this Note, or any appeal of such an action.

6. ~~Transfer; Obligations Binding on Successors.~~ Buyer may not transfer any of its rights, duties, or
obligations under this Note without the prior written consent of Seller. This Note, and the duties set forth in the Note,
shall bind Buyer and its successors and assigns. All rights and powers established in this Note shall benefit Seller
and its successors and assigns.

7. ~~Notices.~~ Any notice or other communication required or permitted under this Note shall be in writing and
shall be deemed to have been duly given when delivered pursuant to Section 19 of the Purchase Agreement.

8. ~~Governing Law.~~ This Note shall be construed in accordance with and governed by the laws of the State of
Washington, exclusive of conflicts of laws.

9. ~~Headings.~~ Headings used in this Note have been included for convenience and ease of reference only,
and will not in any manner influence the construction or interpretation of any provision of this Note.

10. ~~Entire Agreement.~~ This Note represents the entire understanding of the parties with respect to the subject
matter of the Note. There are no other prior or contemporaneous agreements, either written or oral between the
parties with respect to this subject.

11. ~~Waiver.~~ No right or obligation under this Note will be deemed to have been waived unless evidenced by a
writing signed by the party against whom the waiver is asserted, or by its duly authorized representative. Any waiver
will be effective only with respect to the specific instance involved, and will not impair or limit the right of the waiving
party to insist upon strict performance of the right or obligation in any other instance, in any other respect, or at any
other time.

12. ~~Severability.~~ The parties intend that this Note be enforced to the greatest permitted by applicable law.
Therefore, if any provision of this Note, on its face or as applied to any person or circumstance, is or becomes
unenforceable to any extent, the remainder of this Note and the application of that provision to other persons,
circumstances, or extent, will not be impaired.

13. ~~Maximum Interest.~~ Notwithstanding any other provisions of this Note, any interest, fees, or charges

payable by reason of the indebtedness evidenced by this Note shall not exceed the maximum permitted by law.

Buyer

By:

Name:

Title

[Remainder of page intentionally left blank.]

Document Title: Assignment of Leases
Grantor(s): _____
Grantee(s): _____
Legal Description: _____
Assessor's Property Tax Parcel or Account Number: _____
Reference Numbers of Documents Assigned or Released: _____

EXHIBIT C

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (this "Assignment") is made and entered into as of this ____ day of _____, by and between ____, a ____ ("Assignor" or "Grantor"), and ____, a ____ ("Assignee" or "Grantee").

RECITALS

This Assignment is entered into on the basis of and with respect to the following facts, agreements and understandings:

A. On ____, ____, Assignor, as "Lessor," and ____, ____, as "Lessee," entered into a certain Lease, pursuant to which said Lessor leased to said Lessee certain real property in the City of ____, County of ____, State of ____ (the "Premises"), which Premises are a portion of the property more particularly described on Exhibit A, attached hereto and made part hereof by this reference (the "Property"). Said Lease is hereinafter referred to as the "Lease."

B. By an instrument dated of even date herewith and recorded prior to this instrument, Assignor sold and conveyed its fee interest in and to the Property to Assignee and, in conjunction therewith, Assignor agreed to assign its interest as Lessor under the Lease to Assignee and Assignee agreed to assume the obligations of the Lessor under the Lease, all as more particularly set forth in this Assignment.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements set forth herein, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, assigns, grants, transfers and sets over to Assignee, its heirs, personal representatives, successors and assigns, all of Assignor's right, title and interest as Lessor under the Lease.

2. Acceptance of Assignment and Assumption of Obligations. Assignee hereby accepts the assignment of the Lessor's interest under the Lease and, for the benefit of Assignor, assumes and agrees faithfully to perform all of the obligations which are required to be performed by the Lessor under the Lease on or after the Effective Date (defined below).

3. Effective Date. The effective date of this Assignment and each and every provision hereof is and shall be ____ (the "Effective Date"). **(If no dated is identified, the Effective Date shall be the date the deed from Assignor to Assignee is recorded.)**

4. Assignor's Indemnity of Assignee. Assignor hereby agrees to defend (with counsel reasonably satisfactory to Assignee) and indemnify Assignee, its heirs, personal representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses,

~~damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission committed or alleged to have been committed by Assignor as Lessor under the Lease, including without limitation any breach or default committed or alleged to have been committed by the Lessor under the Lease, prior to the Effective Date.~~

~~5. Assignee's Indemnity of Assignor. Assignee, for itself and on behalf of its heirs, personal representatives, successors and assigns, hereby agrees to defend (with counsel reasonably satisfactory to Assignor) and indemnify Assignor, its partners, and their respective directors, officers, employees, agents, representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission committed or alleged to have been committed by Assignee, its heirs, personal representatives, successors and assigns, as Lessor under the Lease, including without limitation any breach or default committed or alleged to have been committed by the Lessor under the Lease, on or after the Effective Date.~~

~~6. Successors and Assigns. This Assignment, and each and every provision hereof, shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.~~

~~7. Governing Law. This Assignment shall be construed and interpreted and the rights and obligations of the parties hereto determined in accordance with the laws of the state where the Property is located.~~

~~8. Headings and Captions. The headings and captions of the paragraphs of this Assignment are for convenience and reference only and in no way define, describe or limit the scope or intent of this Assignment or any of the provisions hereof.~~

~~9. Gender and Number. As used in this Assignment, the neuter shall include the feminine and masculine, the singular shall include the plural and the plural shall include the singular, as the context may require.~~

~~10. Multiple Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.~~

~~11. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Assignment or with respect to any dispute relating to this Assignment, the prevailing or non defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.~~

~~IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the respective dates set opposite their signatures below, but this Assignment on behalf of such party shall be deemed to have been dated as of the date first above written.~~

ASSIGNOR:

ASSIGNEE:

EXHIBIT D
BILL OF SALE

~~___ a ___ ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, transfer, convey and deliver to ___, a ___ ("Buyer"), its successors and/or assigns:~~

~~All of the personal property owned by Seller (collectively, "Personal Property") located in or on the real property located at ___ in the City of ___, County of ___, State of ___, which Personal Property is more particularly described on Schedule 1 attached hereto and incorporated herein by reference.~~

~~Seller hereby covenants with Buyer that said Personal Property is free and clear of and from all encumbrances, security interests, liens, mortgages and claims whatsoever and that Seller is the owner of and has the right to sell same. Seller, on behalf of itself and its successors, does hereby warrant and agree to defend the title in and to said Personal Property unto Buyer, its successors or assigns against the lawful claims and demands of all persons claiming by or through Seller.~~

~~IT IS UNDERSTOOD AND AGREED THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY HEREIN SOLD AND THAT THIS SALE IS MADE "AS IS, WHERE IS" AND SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OTHER THAN THE WARRANTY OF TITLE SET FORTH ABOVE, AS TO THE PERSONAL PROPERTY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.~~

~~Buyer and Seller agree that this Bill of Sale shall be effective upon the delivery thereof by Seller to Buyer.~~

~~IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed this _____ day of~~

~~_____, _____.~~

SELLER:

BUYER:

EXHIBIT E

LEAD-BASED PAINT DISCLOSURE ADDENDUM

(TO BE COMPLETED IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978)

~~Seller and Buyer are parties to that certain Commercial Association of Brokers Oregon / SW Washington Purchase and Sale Agreement and Receipt for Earnest Money (Washington Commercial Form) dated _____, 20____ (the "Purchase Agreement") for the sale of the Property described therein. Capitalized terms used in this addendum without definition shall have the meanings given them in the Purchase Agreement. Except as expressly modified by this addendum and any other addendum to the Purchase Agreement executed by Buyer and Seller, the Purchase Agreement is unmodified. This addendum and the Purchase Agreement may not be modified except in a writing signed by both Seller and Buyer.~~

LEAD WARNING STATEMENT

~~EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.~~

AGENT'S ACKNOWLEDGMENT

~~Seller Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and Agent is aware of his/her responsibility to ensure compliance.~~

SELLER'S DISCLOSURE

~~.1 _____ Presence of lead-based paint and/or lead-based paint hazards (check one below):~~

~~☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain):~~

~~_____

_____~~

~~☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.~~

~~.2 _____ Records and reports available to Seller (check one below):~~

~~☐ Seller has provided Buyer with all available records and reports relating to lead-based paint and/or lead-based paint hazards in the housing (list documents below):~~

~~_____

_____~~

~~☐ Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the housing.~~

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they provided is true and accurate. A photocopy of this completed LEAD-BASED PAINT DISCLOSURE ADDENDUM, together with a copy of any documents listed in Section 2 of Seller's Disclosure above, may be treated as an original.

Seller Agent _____ Date _____ ← Seller _____ Date _____ ←
Selling Firm _____ Seller _____ Date _____ ←

BEFORE BUYER IS OBLIGATED TO PURCHASE THIS PROPERTY UNDER ANY PURCHASE AND SALE AGREEMENT, BUYER'S AND SELLER'S SIGNATURES ARE REQUIRED ON THE FORM BELOW.

BUYER'S ACKNOWLEDGMENT

.1 ~~Buyer has received copies of all information listed above in Section 2 of Seller's Disclosure of this form.~~

.2 ~~Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."~~

.3 ~~Buyer has (check one below):~~

☐ ~~Elected a ten (10) day opportunity (or mutually agreed upon period) to conduct a ☐ risk assessment or ☐ inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, providing Buyer the right to rescind the Purchase Agreement by written notice to Seller no later than the end of such agreed upon 10 day period if Buyer is not satisfied in Buyer's sole discretion with the results of such risk assessments or inspection, as applicable. Buyer and Seller hereby agree the ten (10) day period described in the preceding sentence shall begin and end _____. Buyer's failure to provide written notice of Buyer's election to rescind the Purchase Agreement to Seller on or before _____, 20____ shall be deemed a waiver of Buyer's right to rescind as provided in this addendum. If Buyer timely elects to rescind the Purchase Agreement as provided herein, the Earnest Money shall be returned to Buyer, together with any interest thereon.~~

☐ ~~Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.~~

Buyer _____ Date _____ ←

Buyer _____ Date _____ ←

CERTIFICATION OF ACCURACY

~~This section must be signed by Buyer before Seller signs lines below. The following parties have reviewed the information and certify, to the best of their knowledge, that the information they provided herein is true and accurate.~~

Buyer _____ Date _____ ← Seller _____ Date _____ ←
Buyer _____ Date _____ ← Seller _____ Date _____ ←
Buyer Agent _____ Date _____ ← Seller Agent _____ Date _____ ←
Buying Firm _____ Seller Firm _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE

DISPOSITION PROPERTY REPORT

September 17, 2020

The City of Vancouver is requesting that the parcel (Subject parcel) below be approved for disposition by the City as per Ordinance M-3923.

The parcel up for discussion is Assessor's Parcel 11280-000:

- The subject parcel is a 13,000 square foot (0.30 acres) improved parcel located at 400 East 37th Street – commonly referred to as Fire Station #2. The improvements on this parcel consist of a 2,965 square foot Fire Station. A map designating exact location is attached as Exhibit “A”;
- The City of Vancouver has utilized this property for Public Safety (Fire Station) since its purchase in 1940. Total assessed value of the parcel is \$397,800. This parcel has not been on the tax rolls since 1940.
- To our knowledge, there are no deed restrictions on the Subject Parcel.
- The funds utilized to purchase the real property were from the general fund.
- Proceeds from this sale should be credited to the general fund.
- Upon completion of a Long Range Facility Plan for the City's Fire Department, it was determined that Station 2 should be rebuilt and moved to a more suitable parcel. The City is in the process of purchasing property which will allow the City to locate Fire Station 2 in an area which will serve the most miles traveled in the fewest minutes of response and will better serve our firefighting and emergency medical incident response requirements. With the building of a new Fire Station 2, the Subject Parcel will no longer be put to any municipal use by the City of Vancouver. It has been determined that no future municipal use for this parcel would be warranted and to further enhance the development of the Community Commercial zoning, a public process for disposition of this site would provide the largest return to the City of Vancouver.
- Staff recommends that this Subject Parcel should be disposed of as surplus real property.
- Staff recommends that this Subject Parcel should be disposed of through advertisement on the commercial market and a negotiated sale.
- The City previously procured an appraisal of the Subject Parcel in April 2018. The Subject site is currently zoned CC (Community Commercial). This zoning district has been designed to provide for a mix of residential and commercial uses in Vancouver. The site is generally level with excellent access and good exposure and is surrounded by mixed-uses, including residential, commercial, retail and office buildings. It has been determined that the highest and best use of the Subject site is for commercial or auto-service use. The appraised value of the property is **\$430,000**.

DATE: SEPTEMBER 14, 2020

RESOLUTION NO. _____

A RESOLUTION of the City of Vancouver authorizing disposition of certain real property.

WHEREAS, the City of Vancouver acquired the real property listed on the attached Exhibit A; and

WHEREAS, the real property on Exhibit A has been declared surplus to the needs of the City as per Resolution No. M-3853

WHEREAS, the method of disposition for the real property on Exhibit A has been approved as per Resolution No. M-4021;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

The real property described on the attached Purchase and Sale Agreement is proposed to be disposed of as described in Staff Report No. _____.

Passed by the City Council of the City of Vancouver at its regular meeting on the 14th day of September 2020.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION Old Fire Station #2 – 1

LEGAL DESCRIPTION

A parcel of land in the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows;

TRACT A

Beginning at a point on the North line of East 37th Street 39.59 feet west of the southeast corner of fractional Lot 7 of Block 8 of North Coast Heights Addition to the City of Vancouver, as recorded in Book C of Plats, Page 80, Clark County records;

Thence running south 60.00 feet to the South line of East 37th Street;

Thence west along the extension of said South line to the East line of Main Street;

Thence northeast along said East line to the southwest corner of fractional Lot 5 of Block 7 of said North Coast Heights Addition;

Thence leaving said East line, east 75.00 feet along the South line of said fractional Lot 5;

Thence south 75.95 feet more or less to the North line of said East 37th Street;

Thence east along said North line, to the point of beginning;

Except the south 60.00 feet for E 37th Street, as defined in Ordinance-1544, (1936)

TRACT B

Beginning at a point on the South line of fractional Lot 5, Block 7 of North Coast Heights Addition to the City of Vancouver, as recorded in Book C of Plats, Page 80, Clark County records, 75.00 feet east of the Southwest corner of said fractional Lot 5, said point of beginning being also the northeast corner of a tract of land conveyed to the City of Vancouver by the Oregon-Washington Pythian Home (Superior Court for the State of Washington, Clark County Civil Case No. 15774);

Thence east along said South line 10.00 feet;

Thence south 75.95 feet more or less to the North line of East 37th Street;

Thence west along said North line a distance of 10.00 feet to the southeast corner of said tract;

Thence north 75.95 feet more or less to the point of beginning, as recorded in Book 282, Page 57, Clark County Deed Records.

TRACT C

Lot 5, Block 7, North Coast Heights Addition to the City of Vancouver, as recorded in Book C of Plats, Page 80, Clark County Records;

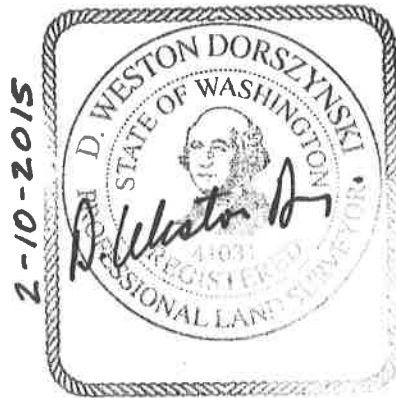
Together with the following described parcel:

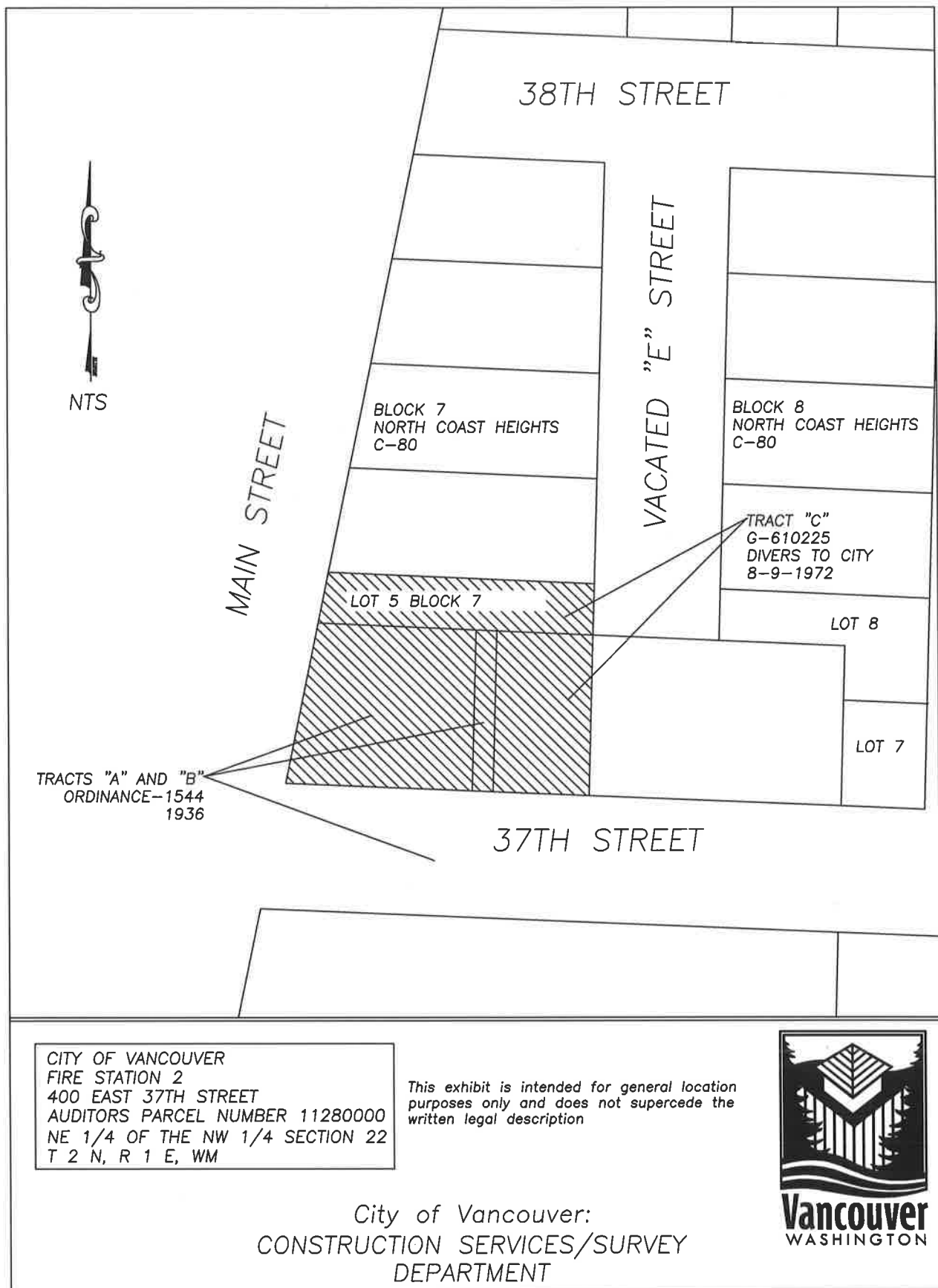
Beginning at the Southeast corner of the above described Lot 5 and running thence south a distance of 76.00 feet more or less, to the North line of 37th Street;

Thence west along said North line a distance of 45.39 feet more or less to the southeast corner of the existing Vancouver Fire Department property, Tract "B" as described above;

Thence north along said Vancouver Fire Department property 75.96 feet more or less to the South line of said Lot 5;

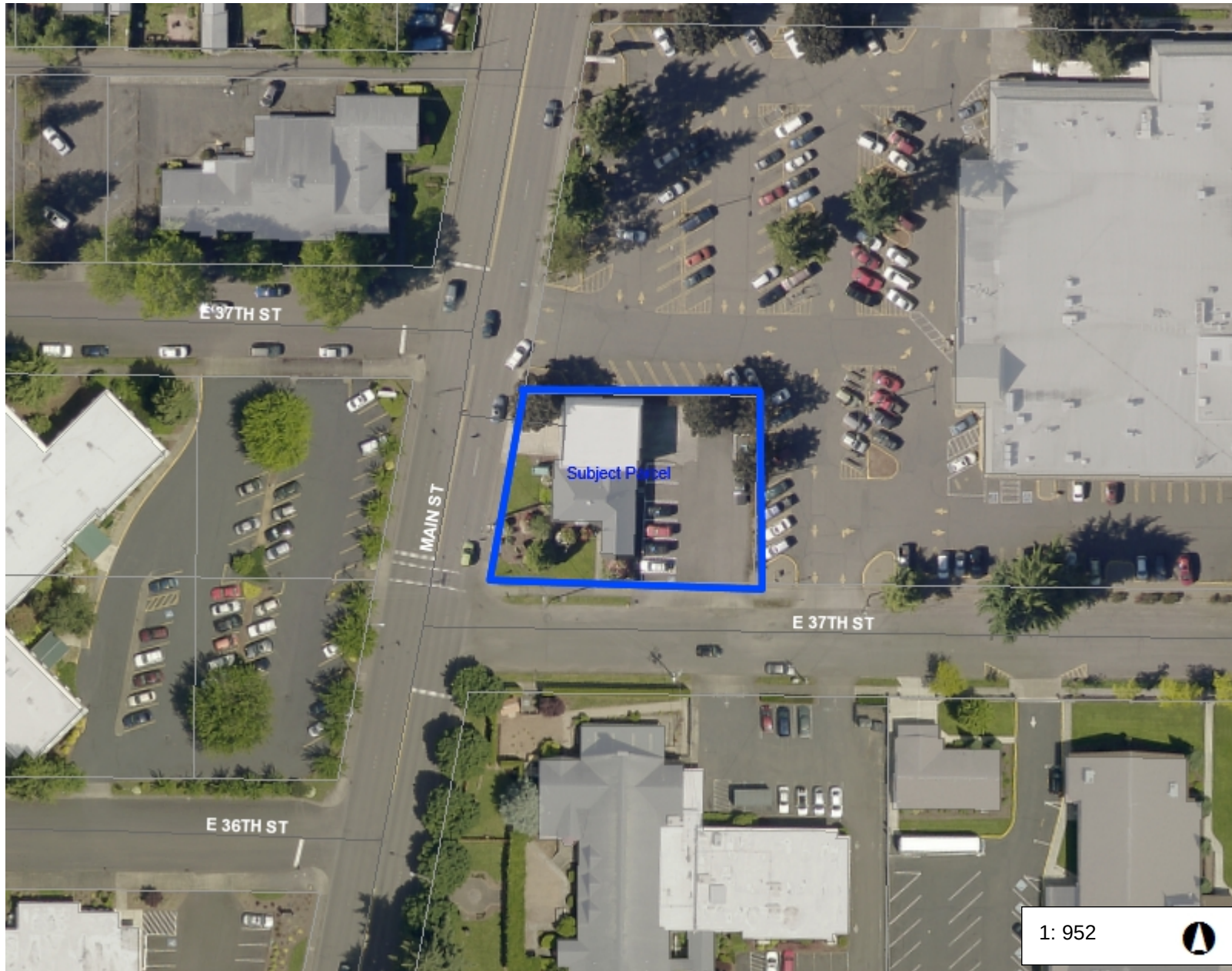
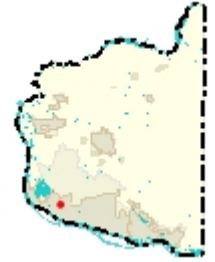
Thence east along said South line a distance of 45.39 feet more or less to the point of beginning, as described in Quit Claim Deed - Divers to City of Vancouver, G-610225, recorded 1972.







City of Vancouver Fire Station 2



Legend

- Building Footprints
- Taxlots
- County Outline
- Roads
- ImageOrtho
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- World Street Map

Notes:

Assessor Parcel 11280-000

158.6 0 79.31 158.6Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

Disposition of Real Property

NE 138th Avenue and NE 18th Street

VANCOUVER
CITY HALL



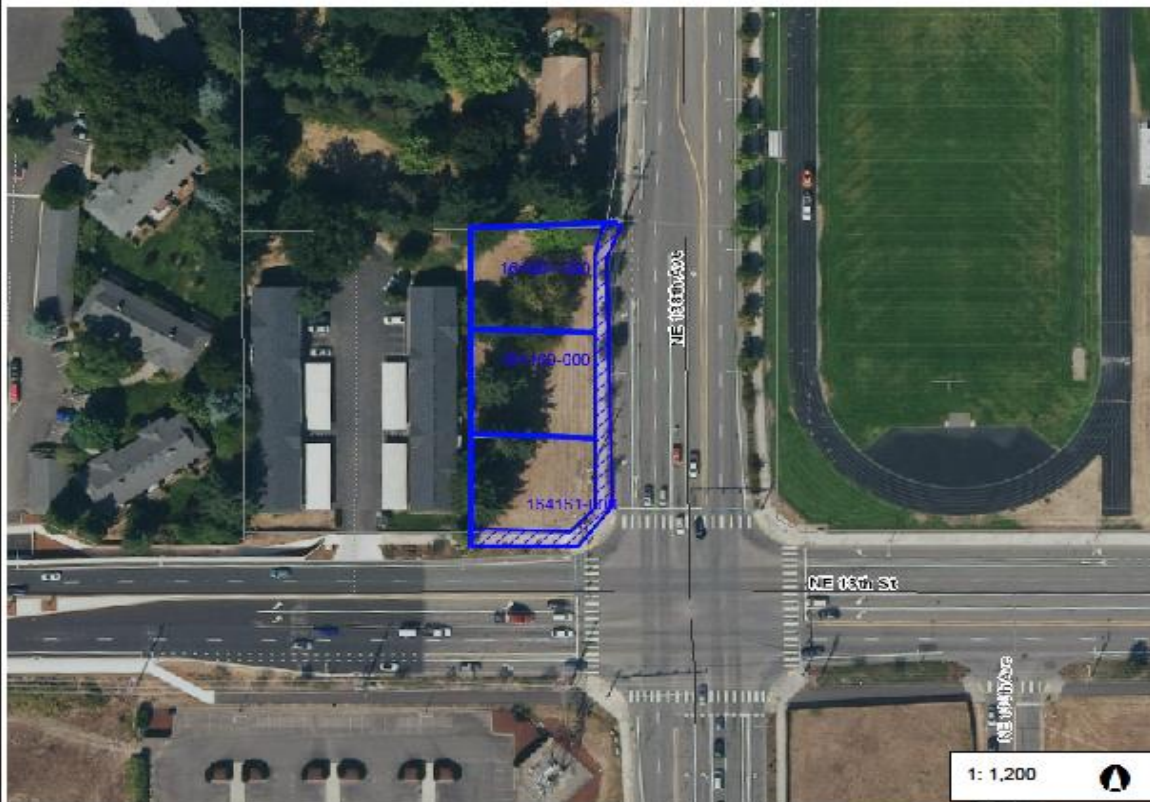
September 14, 2020

Vancouver City Council Public Hearing

Linda Carlson, Property Management Specialist



NE 18th Street and NE 138th Avenue



Legend

- Taxlots
- All Roads
 - Interstate
 - State Route
 - Arterial
 - Forest Arterial
 - Minor Collector
 - Forest Collector
 - Private or Other
- Cities Boundaries
- Urban Growth Boundaries

Notes:

Hash tag area represents recorded Right-of-Way dedication

200.0 0 100.00 200.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA, GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

Key Points

- In 2009, the city of Vancouver completed construction of Phase One of the NE 138th Avenue project;
- Approving disposition will allow for future development of remnant parcels fronting NE 138th Avenue
- Sale of these parcels will generate revenue for Transportation capital fund and the property will be added to the tax rolls.

Next Steps

- City Manager to sign documents completing sale of these parcels.

Questions and Discussion

Linda Carlson, Property Management Specialist, 360-487-8423



Disposition of Real Property NE138th & 18th - 5



Staff Report 124-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/14/2020

SUBJECT Disposition of Real Property - NE 138th & NE 18th

Key Points

- Approving these parcels for disposition will allow for development of remnant parcels fronting NE 138th Avenue.
- Revenue will be generated for Transportation capital fund and the property will be added to the tax rolls.

Strategic Plan Alignment

Goal 1, Objective 1.1: Develop and maintain a safe, balanced and innovative transportation system that will meet the needs of future generations.

Present Situation

In 2009, The City of Vancouver completed construction of the NE 138th Avenue project (18th Street to 28th Street). The construction of this project required the City to purchase three parcels in their entirety. Staff is recommending disposition of the remaining portion of these parcels not required for the construction of 138th Avenue. The parcels were purchased using federal money. Per federal regulations, the revenue from the sale of the parcels must be used on another federally funded transportation project.

The Ginn Group LLC has made an offer of \$250,000 for all three parcels. The fair market value for all three parcels is \$230,000 per an appraisal.

The parcels submitted for Council review for approval of disposition are outlined in a detailed report and a map is also attached.

Approval of disposition is the final public process step in VMC 3.30 – Disposition of City Owned Surplus Real Property, allowing the City to sell the property in a negotiated sale.

Advantage(s)

1. Disposition of these parcels will allow for development of three remnant parcels fronting NE 138th Avenue.
2. The parcels will return to the county's tax database.
3. Revenue from disposition will return \$250,000 to the Transportation capital fund.
4. The City will no longer maintain the remnant parcels resulting in some cost savings.

Disadvantage(s)

None

Budget Impact

\$250,000 returned to the Transportation capital fund.

Prior Council Review

July 1, 2019 – Declaration of surplus

Action Requested

On September 14, 2020, following a public hearing, adopt a resolution approving disposition of certain real property located at NE 138th Avenue and NE 18th Street (Assessor parcels 164161-000, 164160-000, 164061-000), approve Purchase and Sale Agreement between City of Vancouver and Ginn Group, LLC and authorize City Manager to execute associated real estate documents.

Linda Carlson, Property Management Specialist, 360-487-8423

ATTACHMENTS:

- ▣ Disposition Property Report - NE 138th & NE 18th
- ▣ Resolution
- ▣ Legal Description - Exhibits A, B and C
- ▣ Map NE 138th & NE 18th
- ▣ Purchase and Sale Agreement
- ▣ Presentation - NE 138th & 18th

DISPOSITION PROPERTY REPORT

September 14, 2020

The City of Vancouver is requesting that the three parcels below (Subject Parcels) be approved for disposition by the City as per Ordinance M-3923.

- These parcels (164061-000, 164160-000, and 164161-000) are 7,897, 7,744 and 6,854 square feet respectively totaling approximately 0.52 acres. They are unimproved parcels zoned multi-family (R-22) located at the corner of NE 138th Avenue and NE 18th Street. A map designating exact location of the parcels is attached as Exhibit "A".
- The City of Vancouver purchased these parcels in 2004 as part of the NE 138th Avenue Phase One Project. It has been determined that future municipal use for these remnant parcels is not needed for transportation purposes.
- Staff recommends that these Subject Parcels should be declared as surplus real property and be disposed of by a negotiated sale. This will put the parcels back on the tax rolls and decrease the City's maintenance responsibilities. Staff is also recommending that the three parcels be sold as one "unit" to provide ability to achieve highest and best use.
- To our knowledge, the only deed restriction on the Subject Parcels is a right-of-way dedication.
- Federal funds were used to acquire these parcels as part of phase one of the NE 138th Street Project. Grant funding guidelines require that the sale proceeds be applied to another federally funded transportation project currently underway with the local agency.
- Staff proposes that proceeds from this sale be credited to City of Vancouver Transportation Capital Fund.
- Current assessed value for the combined parcels is \$224,700.
- An appraisal of the Subject Parcels was procured to show fair market value after right-of-way dedication. "Right-In/Right-Out" access to the subject parcels along NE 138th Avenue will be allowed at the north end of the site. Fair market value per the appraisal is - **\$230,000**.
- Disposition of these parcels will provide a revenue of **\$250,000** to the City's transportation capital fund.

DATE: SEPTEMBER 14, 2020

RESOLUTION NO. _____

A RESOLUTION of the City of Vancouver authorizing disposition of certain real property.

WHEREAS, the City of Vancouver acquired the real property listed on the attached Exhibits A, B and C; and

WHEREAS, the real property on Exhibits A, B and C has been declared surplus to the needs of the City as per Resolution No. M-4023

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

The real property described on the attached Purchase and Sale Agreement is proposed to be disposed of as described in Staff Report No. _____.

Passed by the City Council of the City of Vancouver at its regular meeting on the 14th day of September 2020.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

PROJECT # 071908

EXHIBIT "A"
LEGAL DESCRIPTION
ADJUSTED PARCEL 164061-000

A portion of that parcel described in Statutory Warranty Deed to the City of Vancouver recorded November 30, 2004 under Auditor's File Number 3914322 records of Clark County Washington, more particularly described as follows:

The North 85 feet of the South 297 feet of the East 165 feet of the West half of the West half of the Southeast Quarter of the Southwest Quarter of Section 23, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington.

EXCEPT the East 40 feet thereof lying within NE 138th Avenue.

ALSO EXCEPT all that portion of said parcel lying easterly of the following described line, dedicated for public right-of-way purposes as part of NE 138th Avenue;

Beginning at a point on the North line of said parcel being 66.99 feet left of Engineer's Station 30+39.98 as shown on Sheet 4 of the Right-Of-Way Plans for the 2005 City of Vancouver street improvement project #071115, NE 138th Avenue, NE 18th Street to NE 28th Street;

Thence south along a 389.08 foot radius non-tangent curve to the left with a radial bearing of South 77°50'14" East and a central angle of 10°53'38" for an arc distance of 73.98 feet to a point 74.00 feet left of Engineer's Station 29+66.45 of NE 138th Avenue centerline alignment;

Thence southerly 11.45 feet parallel with the centerline to a point on the South line of said parcel 74.00 feet left of Engineer's Station 29+55.00 of said alignment.

Containing approximately 7897 square feet.

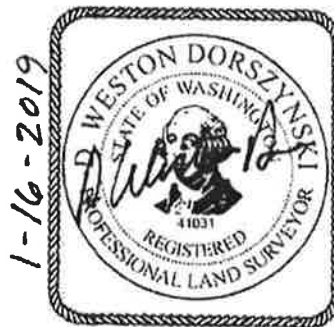


EXHIBIT
ADJUSTED PARCEL
164061-000

TAX LOT #173
(164003-000)
DARLENE HAMMILL

STA 30+39.98.
66.99' LT.

TAX LOT #152
(164061-000)
DEED #3914322
FROM BERNARD AND SHELLEY
KENNEBECK
TO THE CITY OF VANCOUVER

STA 30+39.92.
40.00' LT.

STA 29+66.45.
74.00' LT.

STA 29+55.00.
74.00' LT.

TAX LOT #251
(164160-000)
DEED #3915485
FROM CHARLSE BAUDRY
TO CITY OF VANCOUVER

STA 29+54.92
40.00' LT.


RIGHT OF WAY
DEDICATION

NTS

NE 138TH AVE
N01°16'07"E

This exhibit is intended for general location
purposes only and does not supercede the
written legal description

City of Vancouver:
CONSTRUCTION SERVICES/SURVEY
DEPARTMENT

EXHIBIT **B**
LEGAL DESCRIPTION
ADJUSTED PARCEL 164160-000

A portion of that parcel described in Statutory Warranty Deed to the City of Vancouver recorded December 2, 2004 under Auditor's File Number 3915485 records of Clark County Washington, more particularly described as follows:

The South 85 feet of the North 170 feet of the South 297 feet of the East 165 feet of the West half of the West half of the Southeast Quarter of the Southwest Quarter of Section 23, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington.

EXCEPT the East 40 feet thereof lying within NE 138th Avenue.

ALSO EXCEPT that portion of said parcel lying East of the following described line dedicated for public right-of-way purposes as part of NE 138th Avenue, as shown on Sheet 4 of the Right-Of-Way Plans for the 2005 City of Vancouver street improvement project #071115, NE 138th Avenue, NE 18th Street to NE 28th Street;

Beginning at a point on the existing North line of said parcel 74.00 feet left of Engineer's Station 29+55.00 of NE 138th Avenue centerline alignment;

Thence southerly 85.00 feet, parallel with the centerline, to a point on the South line of said parcel 74.00 feet left of Engineer's Station 28+70.00 of said alignment.

Containing approximately 7,744 square feet.

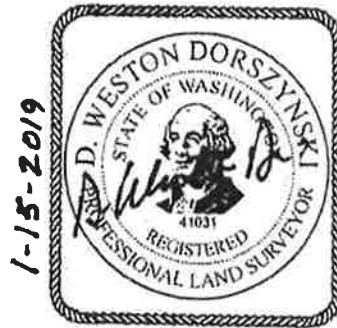
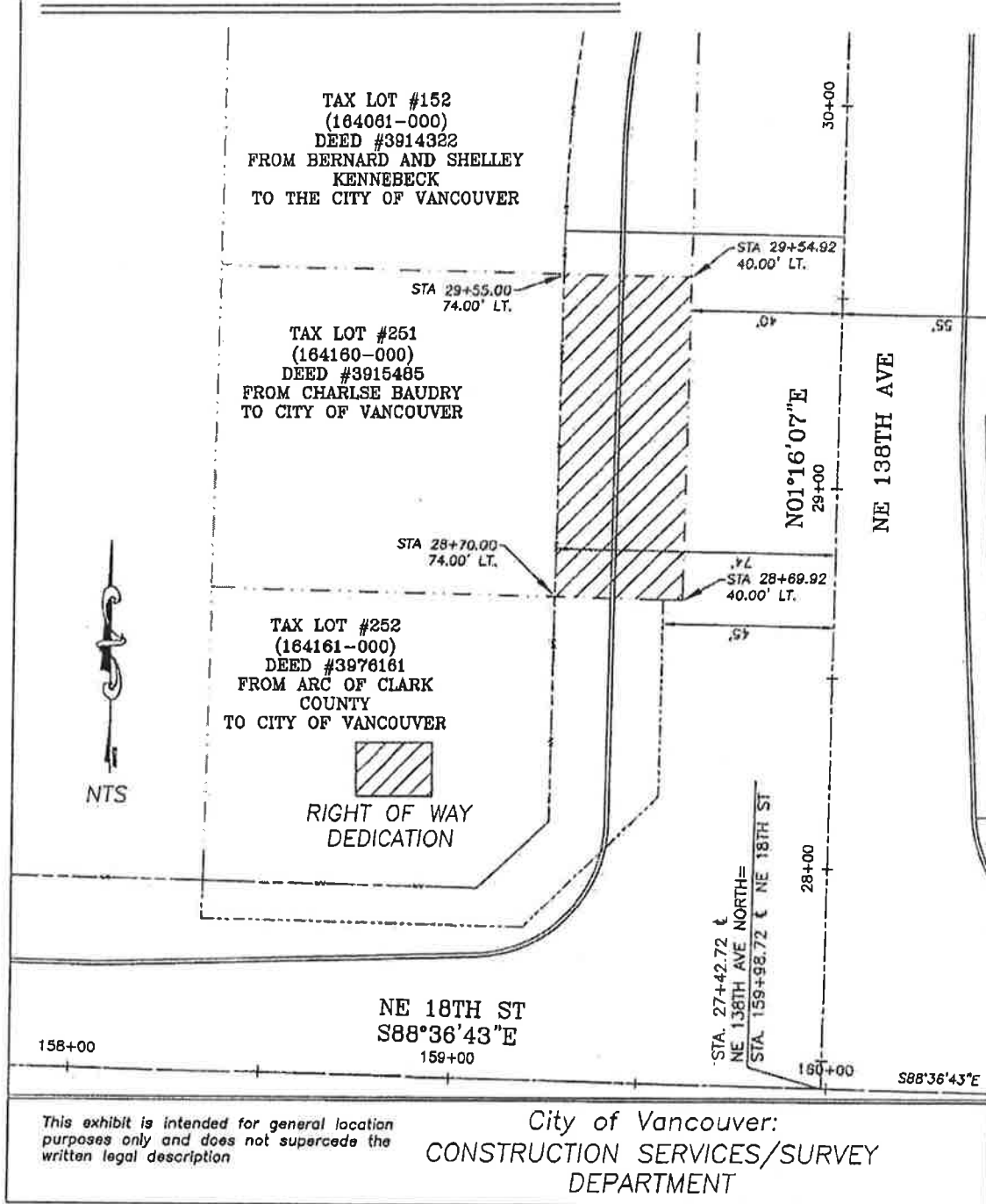


EXHIBIT ADJUSTED PARCEL 164160-000



PROJECT # 071908

EXHIBIT "C"
LEGAL DESCRIPTION
ADJUSTED PARCEL 164161-000

A portion of that parcel described in Statutory Warranty Deed to the City of Vancouver recorded April 21, 2005 under Auditors File Number 3976161 records of Clark County Washington, more particularly described as follows:

The East 165 feet of the South 297 feet of the West half of the West half of the Southeast Quarter of the Southwest Quarter of Section 23, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington.

EXCEPT the North 170 feet thereof.

ALSO EXCEPT that portion of said parcel lying East and South of the following described line, dedicated for public right-of-way purposes as part of NE 138 Avenue and NE 18th Street, as shown on Sheets 4 and 10 of the Right-Of-Way Plans for the 2005 City of Vancouver street improvement project #071115, NE 138th Avenue, NE 18th Street to NE 28th Street;

Beginning at a point on the North line of said parcel on the West right-of-way line 74.00 feet left of Engineer's Station 28+70.00 of 138th Avenue centerline alignment,

Thence southerly, along said right-of-way line, 59.15 feet parallel with the centerline to a point 74.00 feet left of Engineer's Station 28+10.84 of said alignment;

Thence southwest, along said right-of-way line, 25.61 feet to a point 92.29 feet left of Engineer's Station 27+92.91 of said alignment, said point is also on the North right-of-way line 50.00 feet left of Engineer's Station 159+06.32 of NE 18th Street centerline;

Thence westerly, along said right-of-way line, 72.71 feet to a point on the West line of said parcel being 50.00 feet left of Engineer's Station 158+33.61 of said centerline.

Containing approximately 6,854 square feet.

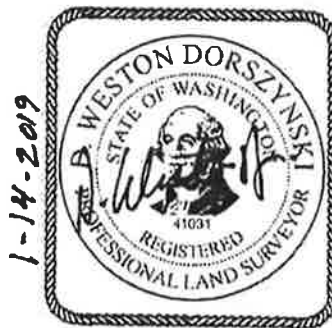
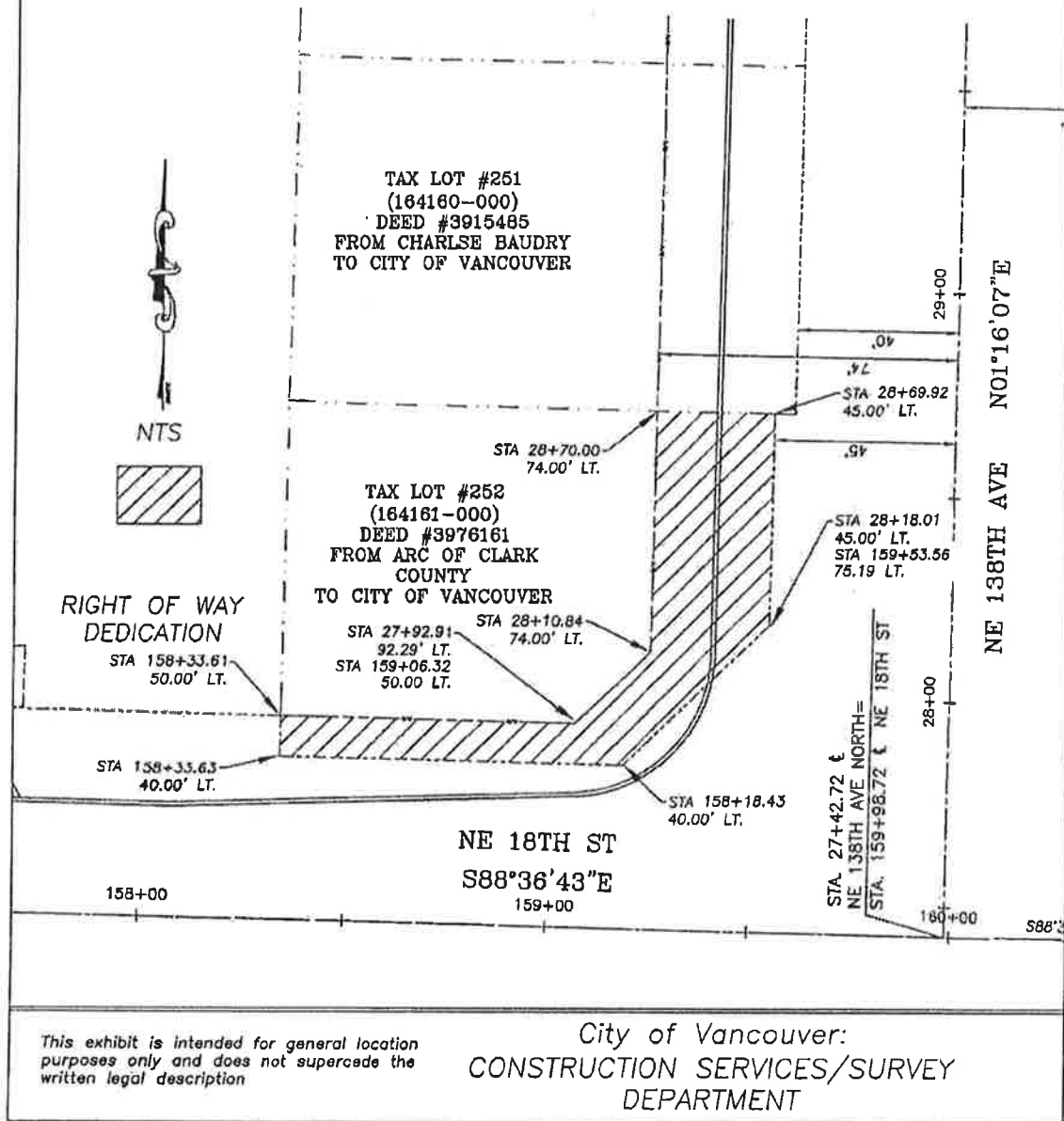
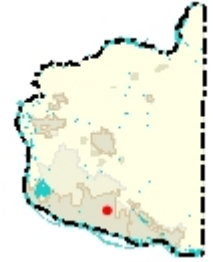


EXHIBIT ADJUSTED PARCEL 164161-000





NE 18th Street and NE 138th Avenue



Legend

- ☐ Taxlots
- All Roads**
 - Interstate
 - State Route
 - Arterial
 - Forest Arterial
 - Minor Collector
 - Forest Collector
 - Private or Other
- Cities Boundaries
- Urban Growth Boundaries

Notes:

Hash tag area represents recorded Right-of-Way dedication

200.0 0 100.00 200.0Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
(Washington Commercial Form)

AGENCY DISCLOSURE

This Agency Disclosure is issued pursuant to the requirements of the Revised Code of Washington (RCW 18.86.030(1) (g)), Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller.

Pursuant to the requirements of the Revised Code of Washington (RCW 18.86.030), both Buyer and Seller acknowledge having received the LAW OF REAL ESTATE AGENCY pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) **Seller Agent: Charlie Kleier, Eric Anderson & Tamara Fuller of Colliers International WA, LLC** firm (the "Selling Firm") is the agent of (check one): ☐ Buyer exclusively; ☐ Seller exclusively; ☒ both Seller and Buyer ("Disclosed Limited Agency").

(b) **Buyer Agent:** ___ of ___ firm (the "Buying Firm") is the agent of (check one): ☐ Buyer exclusively; ☐ Seller exclusively; ☐ both Seller and Buyer ("Disclosed Limited Agency").

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED

Buyer: (print)	Patrick Ginn (sign)	<u>Patrick Ginn</u>	Date: <u>7/21/2020</u>
Buyer: (print)	_____ (sign)	_____	Date: _____
Seller: (print)	Eric Holmes (sign)	_____	Date: _____
Seller: (print)	_____ (sign)	_____	Date: _____

[No further text appears on this page.]

PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (this "Agreement") dated with the reference date of 7/21/2020, 20____, for reference purposes only, shall be effective on the date when this Agreement has been executed and delivered by Seller and Buyer (the "Execution Date");

BETWEEN: City of Vancouver ("Seller")
 Address: PO Box 1995, Vancouver, WA 98668-1995
 Home Phone: _____
 Office Phone: 360-487-8600
 Fax No.: _____
 E-Mail: _____

AND: Ginn Group, LLC and/or Assigns ("Buyer")
 Address: 502 NE 72nd Street, Vancouver, WA 98665
 Home Phone: _____
 Office Phone: 360-726-5304
 Fax No.: _____
 E-Mail: patrick@ginngrp.com

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property:" (a) the real property and all improvements thereon generally described or located at 13720 NE 18th Street, 1812 and 1816 NE 138th Avenue in the City of Vancouver, County of Clark, Washington, consisting of a vacant parcels of land (ASN 164161000, 164160000, & 164061000) that are approximately 22,562 square feet, and legally described on Exhibit A (the "Real Estate") (if no legal description is attached, the legal description shall be the legal description of the Real Estate in the Preliminary Report (described in Section 5), subject to the review and approval of both parties hereto), including all of Seller's right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; (b) all of Seller's right, title and interest, if any, in and to any and all leases to which the Real Estate is subject (each, a "Lease"); and (c) any and all personal property located on and used in connection with the operation of the Real Estate and owned by Seller (the "Personal Property"). If there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants." If there is any Personal Property, see Section 21.2, below.

1.1.1 Seller's obligation to the Purchase and Sale Agreement and the closing thereof is conditioned on receiving approval of this transaction from the Vancouver City Council. Within Thirty (30) days of Execution Date, Seller shall seek approval from the Vancouver City Council and place the matter on the next available agenda for a Regular Meeting of the City Council. In the event Seller does not receive said approval, this transaction shall be terminated and all Earnest Money shall be returned to Buyer and the Property shall be released to Seller.

1.2 Purchase Price. The purchase price for the Property shall be Two Hundred Fifty Thousand dollars (\$250,000.00) (the "Purchase Price"). The Purchase Price shall be adjusted, as applicable, by the net amount of credits and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to the terms of this Agreement. The parties acknowledge and agree that \$0 of the Purchase Price is attributable to the Personal Property. The Purchase Price shall be payable as follows:

1.2.1 Earnest Money Deposit.

(a) Within Three (3) business days of the Execution Date, Buyer shall deliver into Escrow (as defined herein), for the account of Buyer, \$7,500.00 as earnest money (the "Earnest Money") in the form of:

☐ promissory note in the form of Exhibit B (the "Note"); ☒ check; or ☐ cash equivalent (wire transfer; cashier's check or certified check) or other immediately available funds.

(b) ~~_____ If the Earnest Money is in the form of a Note, it shall be due and payable~~
☐ no later than 5:00 PM Pacific Time three (3) days after the Execution Date; ☐ after satisfaction or waiver by Buyer of the Conditions to Buyer's obligation to purchase the Property set forth in Section 2.1 of this Agreement; or ☐ Other: _____. If the terms of the Note and this Agreement conflict, the terms of this Agreement shall govern. If the Note is not redeemed and paid in full when due, then: (i) the Note shall be delivered and endorsed to Seller (if not already in Seller's possession); (ii) Seller may collect the Earnest Money from Buyer, either pursuant to an action on the Note or an action on this Agreement; and (iii) Seller shall have no further obligations under this Agreement.

(c) The purchase and sale of the Property shall be accomplished through an escrow (the "Escrow") that Seller has established or will establish with Fidelity National Title Company, located at 655 W Columbia Way, Suite 200, Vancouver, WA 98660, Attn: Melissa Miller (the "Escrow Holder") within two (2) days after the Execution Date. Except as otherwise provided in this Agreement: (i) any interest earned on the Earnest Money shall be considered to be part of the Earnest Money; (ii) the Earnest Money shall be non-refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1; and (iii) the Earnest Money shall be applied to the Purchase Price at Closing.

1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing by ☐ certified check drawn upon, or cashier's check of, a national bank (or other banking institution as Seller may approve in writing); or ☒ wire delivery of funds through the Federal Reserve System to an account designated in writing by Seller. PG

1.3 Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the "Exchanging Party") may elect to engage in and effect a like-kind exchange under Section 1031 of the Internal Revenue Code, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-Exchanging Party with respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller each hereby agree to reasonably cooperate with the other in completing each such 1031 Exchange; provided, however, that such cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for the Property. An assignment of this Agreement by the Exchanging Party to a 1031 Exchange accommodator shall be permitted but shall not delay Closing or release the Exchanging Party from its obligations under this Agreement. The Cooperating Party shall not suffer any costs, expenses or liabilities for cooperating with the Exchanging Party and shall not be required to take title to the exchange property. The Exchanging Party agrees to indemnify, defend and hold the Cooperating Party harmless from any liability, damages and costs arising out of the 1031 Exchange.

2. Conditions to Purchase.

2.1 Buyer's obligation to purchase the Property is conditioned on the following:

- ☐ None;
- ☒ Within Ninety (90) days of the Execution Date, Buyer's approval of the results of (collectively, the "General Conditions"): (a) the Property inspection described in Section 3 below; (b) the document review described in Section 4 below;
- ☐ Within ____ days of the Execution Date, Buyer's receipt of confirmation of satisfactory financing (the "Financing Condition"); and/or

☐ [Other conditions must be specifically identified].

The General Conditions, Financing Condition and any other conditions in section 2.1 above shall be collectively defined as the "Conditions."

2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the Conditions, or stated in writing that such Conditions have been satisfied, by notice given to Seller within the time periods for such Conditions set forth above, this Agreement shall be deemed automatically terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to the contrary herein, neither party shall have any further obligation, right or remedy hereunder.

3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants as required by the applicable Leases, if any, to conduct any and all inspections, tests, and surveys concerning the structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning, and all other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the Property including the economic feasibility of such purchase. If the transaction contemplated in this Agreement fails to close for any reason (or no reason) as a result of the act or omission of Buyer or its agents, Buyer shall promptly restore the Property to substantially the condition the Property was in prior to Buyer's performance of any inspections or work. Buyer shall indemnify, hold harmless, and defend Seller from all liens, liability, damages, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's or its agents', contractors' or consultants' entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

4. Seller's Documents. Within **Ten (10)** days after the Execution Date, Seller shall deliver, physically or electronically, to Buyer or Buyer's designee, legible and complete copies of the following documents that are in Seller's Possession or control: (a) copies of all promissory notes, deeds of trust, loan agreements and other documents concerning any existing encumbrance on the Property, (b) copies of advice letters, deficiency notices, compliance notices and other or similar correspondence and/or written communication pertaining to the Property from codes and zoning authorities, environmental agencies and/or other governmental units that have jurisdiction over the Property, (c) a copy of the most recent survey of the Property, (d) any current leases or current service contracts covering any portion of the Property, and (e)_____.

5. Title and Title Insurance.

5.1 Title. The Seller shall convey good and marketable title to the Property to the Buyer at Closing. For the purposes of this Agreement, "good and marketable title" shall mean fee simple ownership that is: (a) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions (as defined in Section 5.2, and (b) insurable by a title insurance company reasonably acceptable to Buyer.

5.2 Title Insurance. Within **Ten (10)** days after the Execution Date, Seller shall instruct a title company selected by Seller (the "Title Company") to deliver to Buyer a preliminary title report from the Title Company (the "Preliminary Report"), showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown therein as exceptions to title ("Exceptions"). Buyer shall have **Fifteen (15)** days after receipt of a copy of the Preliminary Report and Exceptions within which to give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property. Within **Fifteen (15)** days after receipt of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to Exceptions. On or before the last day for Buyer to approve the results of the General Conditions set forth in Section 2.1 above (the "Title Contingency Date"), Buyer shall elect whether to: (i) purchase the Property subject to those objected-to Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer fails to give Seller notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this Agreement.

On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objected and which Seller agreed to remove. All remaining Exceptions set forth in the Preliminary Report and those Exceptions caused by or agreed to by Buyer shall be deemed "Permitted Exceptions." For the purposes of this Agreement, the term "Permitted Exceptions" shall mean: (a) Exceptions which are deemed permitted as set forth above; (b) current taxes not yet due and payable; (c) easements for the installation or maintenance of public utilities serving only the Project; (d) the rights of tenants, as tenants only, under the Leases; and such other matters not objected to in writing by Buyer during the Inspection Period.

6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above, Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money in Escrow, to terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If the conditions, if any, to Buyer's obligation to close this transaction are satisfied or waived by Buyer and Buyer fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain the Earnest Money paid by Buyer as liquidated damages. If the conditions, if any, to Seller's obligation to close this transaction are satisfied or waived by Seller and Seller fails, through no fault of Buyer, to close the sale of the Property, Buyer shall be entitled as its sole and exclusive remedy to either: (i) terminate this Agreement, receive funds of the Earnest Money, and be reimbursed for Buyer's out-of-pocket costs related to this transaction; or (ii) to pursue the remedy of specific performance. If Buyer has not filed an action for specific performance within sixty (60) days after the scheduled Closing Date, Buyer shall be deemed to have elected remedy (i) above. In no event shall either party be entitled to punitive or consequential damages, if any, resulting from the other party's failure to close the sale of the Property. BUYER AND SELLER EACH AGREE THAT IF BUYER DEFAULTS UNDER THIS AGREEMENT, THE DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THEREFORE, IF BUYER DEFAULTS HEREUNDER THE LIQUIDATED DAMAGES AMOUNT SHALL SERVE AS DAMAGES FOR THE DEFAULT BY BUYER, AS A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER, INCLUDING COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS OF CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE AND OTHER COSTS INCURRED IN CONNECTION HERewith.

7. Closing of Sale.

7.1 Buyer and Seller agree the sale of the Property shall be closed ("Closing"), in Escrow, ☐ on or before ___ or ☒ Thirty (30) days after the Conditions set forth in Sections 2.1 have been satisfied or waived in writing by Buyer (the "Closing Date"). The sale of the Property shall be deemed closed when the document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to Seller.

7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds required to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall deliver a certification confirming whether Seller is or is not a "foreign person" as such term is defined by applicable law and regulations.

7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by ☒ statutory *PG* warranty deed or ☐ ___ (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA form owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained in the Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form policy of title insurance. Buyer shall pay any additional expense resulting from the ALTA extended coverage and any endorsements required by Buyer.

8. Closing Costs; Prorations. Seller shall pay the premium for the Buyer's Owner's Title Insurance Policy, provided, however, if Buyer elects to obtain an ALTA extended form policy of title insurance and/or any endorsements,

205 Buyer shall pay the difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2)
 206 of the escrow fees charged by the Escrow Holder. Any excise tax and/or transfer tax shall be paid by ☒ Seller PG
 207 ☐ Buyer ☐ split equally between Seller and Buyer. Real property taxes for the tax year of the Closing, assessments
 208 (if a Permitted Exception), personal property taxes, rents and other charges arising from existing Tenancies paid for
 209 the month of Closing, and interest on assumed obligations, shall be prorated as of the Closing Date based on amounts
 210 collected. Seller will be responsible for the cost of any utilities used prior to the Closing Date. If applicable, prepaid
 211 rents, prepaid common area maintenance charges and reserves, security deposits, and other unearned refundable PG
 212 deposits relating to Tenancies shall be assigned and delivered to Buyer at Closing. ☐ Seller ☐ Buyer ☒ N/A shall
 213 be responsible for payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special
 214 assessment or program. If any of the aforesaid prorrations cannot be definitely calculated on the Closing Date, then
 215 they shall be estimated at Closing and definitely calculated as soon after the Closing Date as feasible.

216
 217 9. Possession. Seller shall deliver exclusive possession of the Property, subject to the Tenancies (if any)
 218 existing as of the Closing Date, and the Permitted Exceptions, to Buyer ☒ on the Closing Date or ☐ ____ PG
 219

220 10. Condition of Property. Seller represents and warrants to Buyer that (i) Seller has received no written
 221 notices of violation of any laws, codes, rules, or regulations applicable to the Property ("Laws") that were not delivered
 222 to Buyer pursuant to Section 4 above; (ii) to the best of Seller's knowledge without specific inquiry, the Property is not
 223 in violation of any Laws and there are no concealed material defects in the Property; (iii) Seller has delivered complete
 224 copies of all Leases and service contracts for the Property to Buyer; and (iv) to the best of Seller's knowledge, the
 225 documents prepared by Seller are delivered to Buyer pursuant to Section 4 are accurate in all material respects. Unless
 226 caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing, and Buyer shall bear such
 227 risk at and after Closing. Except for Seller's representations and warranties set forth in this Section 10, Buyer shall
 228 acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its own inspection and investigation in
 229 Buyer's acquisition of the Property. It shall be a condition of Buyer's Closing obligation that all of Seller's representations
 230 and warranties stated in this Agreement are materially true and correct on the Closing Date. Seller's representations
 231 and warranties stated in this Agreement shall survive Closing for one (1) year.
 232

233 11. Condemnation or Casually. If, prior to Closing, all or any material part of the Property is (a) condemned
 234 or appropriated by public authority or any party exercising the right of eminent domain, or is threatened thereby, or (b)
 235 if there occurs a fire or other casualty causing material damage to the Property or any material portion thereof, then at
 236 the election of Buyer by written notice to Seller, either; (i) this Agreement shall terminate, whereupon all Earnest Money
 237 and any interest accrued thereon shall promptly refunded to Buyer; or (ii) this Agreement shall remain in effect and
 238 Seller shall assign to Buyer at Closing Seller's entire right, title and interest in taking award or casualty insurance
 239 proceeds attributable to the portion of the Property taken or destroyed, as the case may be. If Buyer fails to make such
 240 election within twenty (20) days after written notice from Seller. Buyer shall be deemed to have elected option (ii)
 241 above. Seller will promptly notify Buyer as to the commencement of any such action or any communication from a
 242 condemning authority that a condemnation or appropriation is contemplated, and will cooperate with Buyer in the
 243 response to or defense to such actions.
 244

245 12. Operation of Property. Between the Execution Date and the Closing Date, Seller shall (i) continue to
 246 operate, maintain and insure the Property consistent with Seller's current operating practices; (ii) provide Buyer with
 247 copies of any proposed new leases, agreements or contracts described below; and (iii) not, without Buyer's prior written
 248 consent, which consent shall not be unreasonably withheld, conditioned, or delayed, enter into: (a) any new leases or
 249 occupancy agreements for the Property; (b) any material amendments or modification agreements for any
 250 existing Leases or occupancy agreements for the Property; or (c) any service contracts or other agreements affecting
 251 the Property that are not terminable prior to Closing.
 252

253 13. Assignment. Assignment of this Agreement: ☐ is PROHIBITED; ☒ is PERMITTED, without consent
 254 of Seller; provided, that assignment of this Agreement by Buyer to an entity owned or controlled by Buyer or to a 1031
 255 Exchange accommodator is permitted without Seller's consent. If Seller's written consent is required for assignment,

such consent may be withheld in Seller's sole discretion. In the event of any assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.

14. Arbitration. IF AND ONLY IF THIS SECTION IS INITIALED BY BUYER AND SELLER, THE FOLLOWING SHALL APPLY TO THIS AGREEMENT:

ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED BY THE WASHINGTON UNIFORM ARBITRATION ACT (RCW 7.04A et seq.) AND, TO THE EXTENT NOT INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF THE ARBITRATION SERVICE OF PORTLAND ("ASP"). THE ARBITRATION SHALL BE CONDUCTED IN ___, WASHINGTON AND ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE ___ GEOGRAPHIC AREA (IF BLANK IS NOT COMPLETED, VANCOUVER, WASHINGTON METROPOLITAN AREA). ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR, FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF THE ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT, BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS ACTION.

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Initials of Buyer

Initials of Seller

15. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

16. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

17. Brokerage Agreement. The Agency Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller agrees to pay a commission to Selling Firm in the amount of either: ☐ ___ percent (___%) of the Purchase Price or ☐ \$ ___. Such commission shall be divided between Selling Firm and Buying Firm such that Selling Firm receives ___ percent (___%) and Buying Firm receives ___ percent (___%). Seller shall cause the Escrow Holder to deliver to Selling Firm and Buying Firm the real estate commission on the Closing Date or upon the failure of this transaction to Close on account Seller's default under this Agreement, whichever occurs first. If the Earnest Money is forfeited by Buyer and retained by Seller in accordance with this Agreement, in addition to any other rights the Selling Firm and Buying Firm may have, the Selling Firm and the Buying Firm, together, shall

PER SEPARATE
AGREEMENT BETWEEN
SELLER
AND
BROKER
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be entitled to the lesser of: (i) fifty percent (50%) of the Earnest Money; or (ii) the commission agreed to above, and Seller hereby assigns such amount to the Selling Firm and the Buying Firm.

18. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of delivery); (c) on the day of delivery of the notice by reputable overnight courier; or (d) on the day of delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; unless that day is a Saturday, Sunday, or federal or Washington State legal holiday, in which event such notice will be deemed delivered on the next following business day. All notices shall be sent by the applicable party to the address of the other party shown at the beginning of this Agreement.

19. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Washington State legal holiday, such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail transmission of any signed document including this Agreement shall be the same as delivery of an original, and digital signatures shall be valid and binding. At the request of either party, the party delivering a document by facsimile and/or electronic mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them. Without limiting the provisions of Section 13 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely with respect to Sections 15 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement. The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to its terms and provisions. Neither this Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.

20. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by, the laws of the State of Washington.

21. Lease(s) and Personal Property.

21.1 Leases.

21.1.1 Seller shall use commercially reasonable efforts to deliver to Buyer, at least _____ days (**three (3) if not filled in**) before the Closing Date, a tenant estoppel certificate, reasonably acceptable to Buyer, pertaining to each Lease at the Property in effect as of the Closing Date (each, a "Tenant Estoppel") for each Tenant occupying 5,000 square feet or more of the Property and Tenants occupying not less than eighty percent (80%) of the remaining leasable square feet of the Property. Such Tenant Estoppels shall be dated no more than _____ days (**thirty (30) if not filled in**) prior to the Closing Date and shall certify, among other things: (a) that the Lease is unmodified and in full force and effect, or is in full force and effect as modified, and stating the modifications; (b) the amount of the rent and the date to which rent has been paid; (c) the amount of any security deposit held by Seller; and (d) that neither party is in default under the Lease or if a default by either party is claimed, stating the nature of any such claimed default. If Seller has not obtained Tenant Estoppels from all Tenants of the Property, then Seller shall have the right, but not the obligation, to execute and deliver to Buyer a Tenant Estoppel with respect to any such Lease setting forth the information required by this Section 21.1.1 and confirming the accuracy thereof. Buyer's timely receipt of Tenant Estoppels from all Tenants satisfying the foregoing requirements shall be a condition to Buyer's obligation to Close this transaction.

358 21.1.2 If applicable, the assignment of the Lease(s) by Seller, and assumption of the
359 Lease(s) by Buyer shall be accomplished by executing and delivering to each other through Escrow on the Closing
360 Date an Assignment of Lessor's Interest under Lease substantially in the form of Exhibit C (the "Assignment").
361

362 21.2 Personal Property. Personal Property. If applicable, Seller shall convey all Personal
363 Property to Buyer by executing and delivering to Buyer at Closing through Escrow (as defined below), a Bill of Sale
364 substantially in the form of Exhibit D (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill of
365 Sale.
366

367 22. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL
368 HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT
369 DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT E.
370

371 23. Addenda, Exhibits. The following named addenda and exhibits are attached to this Agreement and
372 incorporated within this Agreement:

- 373 ☒ Exhibit A – Legal Description of Property
374 ☐ Exhibit B – Form of Earnest Money Promissory Note
375 ☐ Exhibit C – Assignment of Lessor's Interest under Lease (if applicable)
376 ☐ Exhibit D – Bill of Sale (if applicable)
377 ☐ Exhibit E – Lead Paint Disclosure Addendum (if applicable)
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387 *[Remainder of page intentionally left blank.]*
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24. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons of the United States not do business with any individual or entity on a list of "Specially Designated nationals and Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Seller and Buyer hereinafter certify to each other that:

24.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

24.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

25. Seller's Disclosure Form: Buyer waives the right to receive a seller disclosure statement ("Form 17-Commercial") if required by RCW 64.06. Pursuant to RCW 64.06.10, no responses to any of the questions in the section entitled environmental are "yes".

26. Buyer's owner, Patrick Ginn, is a real estate broker licensed in Oregon and Washington, in the business of buying, selling and developing property for profit.

Seller and Buyer hereby agree to defend, indemnify, and hold harmless each other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. This certification and agreement to indemnify, hold harmless, and defend shall survive Closing or any termination of this Agreement.

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

Buyer Ginn Group, LLC and/or Assigns

DocuSigned by:

By: Patrick Ginn

Name: Patrick Ginn

Title: Manager

Date: 7/21/2020

Seller City of Vancouver

By: _____

Name: Eric Holmes

Title: City Manager

Date: _____

Time for Acceptance. If the second party to execute this Agreement has not executed and delivered this Agreement within ____ days (five (5) if not filed in) after the date this Agreement was signed by the first party to execute this Agreement set forth above, then any Earnest Money deposited shall be promptly refunded to Buyer and neither party shall have any right or obligation hereunder.

CRITICAL DATE LIST:

Within five (5) days after the Execution Date, the parties to this Agreement shall complete the information below (the "Critical Date List"), initial where indicated, and return a copy of the same to the other party for such party's review. This Critical Date List is for reference purposes only and, in the event of a conflict between this Critical Date List and the Agreement, the terms of the Agreement shall prevail.

	DATE:
• Execution Date (Introductory paragraph):	
• Earnest Money due date (Section 1.2.1(a)):	
• Seller shall open Escrow with the Escrow Holder (Section 1.2.1(a)):	Before
• Seller shall deliver Seller's documents to Buyer (Section 4):	Within ____ days after the Execution Date
• Seller shall deliver Preliminary Report to Buyer (Section 5):	Within ____ days after the Execution Date
• Buyer's title objection notice due to Seller (Section 5):	Within ____ days after receipt of the Preliminary Report
• Seller's title response due to Buyer (Section 5):	Within ____ days after receipt of Buyer's title objection notice
• Title Contingency Date (Section 5):	Within ____ days after receipt of Seller's title response
• Expiration date for satisfaction of General Conditions (Section 2.1):	Within ____ days of the Execution Date
• Expiration date for satisfaction of Financing Condition (Section 2.1):	Within ____ days of the Execution Date
• By this date, Buyer must deliver the notice to proceed contemplated in Section 2.2.	Within ____ days of the Execution Date
• Closing Date (Section 7.1).	

Initials of Buyer: _____

Initials of Seller: _____

Initials of Buyer: _____

Initials of Seller: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Clark County Assessor Parcels # 164161000, 164160000, & 164061000

Lot # 252, #251, and #152, Township 2 North, Range 2 East, Section 23 of the Willamette Meridian, City of
Vancouver, Clark County, Washington

EXHIBIT B

EARNEST MONEY PROMISSORY NOTE

\$ _____, 20____
 _____ FOR VALUE RECEIVED, _____ ("BUYER"), promises to pay the
 order of _____ ("Seller"), the sum of _____ Dollars
 (\$ _____) in lawful money of the United States, together with interest on that amount upon the agreements, terms
 and conditions provided in that certain Purchase and Sale Agreement and Receipt for Earnest Money with and
 execution date of _____, 20____, with respect to the property located at

_____ (the "Purchase Agreement"). The amount payable
 hereunder shall be due and payable, if at all, pursuant to the terms and conditions of the Purchase Agreement.

1. Definitions. The term "Default" means any of the following events: (i) Buyer at any time fails to pay, when due, any sum owing on this Note; or (ii) Buyer breaches or fails to perform any obligation under this Note. The term "Default Rate" means the rate of interest otherwise payable on this Note plus ten percent (10%).

2. Interest. This Note shall not bear interest unless and until Buyer shall be in Default of this Note. Should the Buyer Default on any of the obligations specified in this Note, all sums owing on the Note shall bear interest at the Default Rate.

3. Waivers. Buyer hereby waives presentment, demand, notice of dishonor, notice of default or delinquency, notice of protest and nonpayment, notice of costs, expenses or losses and interest on those, and all other notices required by law, except as specifically set for in this Note.

4. Remedies. Upon a Default, Seller shall have all rights available to it in this Note and the Purchase Agreement. Any unpaid balance outstanding at the time of a Default, and any costs or other expenses incurred by Seller in realizing on this Note after a Default, shall bear interest at the Default Rate.

5. Attorneys' Fees, Costs and Other Expenses. Buyer agrees to pay all costs and expenses which Seller may incur by reason of a Default, including, but not limited to, reasonable attorneys' fees, expenses, and costs incurred in any action undertaken with respect to this Note, or any appeal of such an action.

6. Transfer; Obligations Binding on Successors. Buyer may not transfer any of its rights, duties, or obligations under this Note without the prior written consent of Seller. This Note, and the duties set forth in the Note, shall bind Buyer and its successors and assigns. All rights and powers established in this Note shall benefit Seller and its successors and assigns.

7. Notices. Any notice or other communication required or permitted under this Note shall be in writing and shall be deemed to have been duly given when delivered pursuant to Section 19 of the Purchase Agreement.

8. Governing Law. This Note shall be construed in accordance with and governed by the laws of the State of Washington, exclusive of conflicts of laws.

9. Headings. Headings used in this Note have been included for convenience and ease of reference only, and will not in any manner influence the construction or interpretation of any provision of this Note.

10. Entire Agreement. This Note represents the entire understanding of the parties with respect to the subject matter of the Note. There are no other prior or contemporaneous agreements, either written or oral between the parties with respect to this subject.

11. Waiver. No right or obligation under this Note will be deemed to have been waived unless evidenced by a writing signed by the party against whom the waiver is asserted, or by its duly authorized representative. Any waiver will be effective only with respect to the specific instance involved, and will not impair or limit the right of the waiving party to insist upon strict performance of the right or obligation in any other instance, in any other respect, or at any other time.

12. Severability. The parties intend that this Note be enforced to the greatest permitted by applicable law. Therefore, if any provision of this Note, on its face or as applied to any person or circumstance, is or becomes unenforceable to any extent, the remainder of this Note and the application of that provision to other persons, circumstances, or extent, will not be impaired.

13. Maximum Interest. Notwithstanding any other provisions of this Note, any interest, fees, or charges

payable by reason of the indebtedness evidenced by this Note shall not exceed the maximum permitted by law.

Buyer

By:

Name:

Title

[Remainder of page intentionally left blank.]

Document Title: Assignment of Leases
Grantor(s): _____
Grantee(s): _____
Legal Description: _____
Assessor's Property Tax Parcel or Account Number: _____
Reference Numbers of Documents Assigned or Released: _____

EXHIBIT C

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (this "Assignment") is made and entered into as of this ____ day of _____, by and between ____, a ____ ("Assignor" or "Grantor"), and ____, a ____ ("Assignee" or "Grantee").

RECITALS

This Assignment is entered into on the basis of and with respect to the following facts, agreements and understandings:

A. On ____, ____, Assignor, as "Lessor," and ____, ____, as "Lessee," entered into a certain Lease, pursuant to which said Lessor leased to said Lessee certain real property in the City of ____, County of ____, State of ____ (the "Premises"), which Premises are a portion of the property more particularly described on Exhibit A, attached hereto and made part hereof by this reference (the "Property"). Said Lease is hereinafter referred to as the "Lease."

B. By an instrument dated of even date herewith and recorded prior to this instrument, Assignor sold and conveyed its fee interest in and to the Property to Assignee and, in conjunction therewith, Assignor agreed to assign its interest as Lessor under the Lease to Assignee and Assignee agreed to assume the obligations of the Lessor under the Lease, all as more particularly set forth in this Assignment.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements set forth herein, Assignor and Assignee agree as follows:

1. ~~Assignment.~~ Assignor hereby sells, assigns, grants, transfers and sets over to Assignee, its heirs, personal representatives, successors and assigns, all of Assignor's right, title and interest as Lessor under the Lease.

2. ~~Acceptance of Assignment and Assumption of Obligations.~~ Assignee hereby accepts the assignment of the Lessor's interest under the Lease and, for the benefit of Assignor, assumes and agrees faithfully to perform all of the obligations which are required to be performed by the Lessor under the Lease on or after the Effective Date (defined below).

3. ~~Effective Date.~~ The effective date of this Assignment and each and every provision hereof is and shall be ____ (the "Effective Date"). ~~(If no dated is identified, the Effective Date shall be the date the deed from Assignor to Assignee is recorded.)~~

4. ~~Assignor's Indemnity of Assignee.~~ Assignor hereby agrees to defend (with counsel reasonably satisfactory to Assignee) and indemnify Assignee, its heirs, personal representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission committed

or alleged to have been committed by Assignor as Lessor under the Lease, including without limitation any breach or default committed or alleged to have been committed by the Lessor under the Lease, prior to the Effective Date.

5. ~~Assignee's Indemnity of Assignor.~~ Assignee, for itself and on behalf of its heirs, personal representatives, successors and assigns, hereby agrees to defend (with counsel reasonably satisfactory to Assignor) and indemnify Assignor, its partners, and their respective directors, officers, employees, agents, representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission committed or alleged to have been committed by Assignee, its heirs, personal representatives, successors and assigns, as Lessor under the Lease, including without limitation any breach or default committed or alleged to have been committed by the Lessor under the Lease, on or after the Effective Date.

6. ~~Successors and Assigns.~~ This Assignment, and each and every provision hereof, shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

7. ~~Governing Law.~~ This Assignment shall be construed and interpreted and the rights and obligations of the parties hereto determined in accordance with the laws of the state where the Property is located.

8. ~~Headings and Captions.~~ The headings and captions of the paragraphs of this Assignment are for convenience and reference only and in no way define, describe or limit the scope or intent of this Assignment or any of the provisions hereof.

9. ~~Gender and Number.~~ As used in this Assignment, the neuter shall include the feminine and masculine, the singular shall include the plural and the plural shall include the singular, as the context may require.

10. ~~Multiple Counterparts.~~ This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. ~~Attorneys' Fees.~~ In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Assignment or with respect to any dispute relating to this Assignment, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

~~IN WITNESS WHEREOF,~~ the parties hereto have executed this Assignment on the respective dates set opposite their signatures below, but this Assignment on behalf of such party shall be deemed to have been dated as of the date first above written.

ASSIGNOR:

ASSIGNEE:

EXHIBIT D
BILL OF SALE

~~___ a ___ ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, transfer, convey and deliver to ___ a ___ ("Buyer"), its successors and/or assigns:~~

~~All of the personal property owned by Seller (collectively, "Personal Property") located in or on the real property located at ___ in the City of ___, County of ___, State of ___, which Personal Property is more particularly described on Schedule 1 attached hereto and incorporated herein by reference.~~

~~Seller hereby covenants with Buyer that said Personal Property is free and clear of and from all encumbrances, security interests, liens, mortgages and claims whatsoever and that Seller is the owner of and has the right to sell same. Seller, on behalf of itself and its successors, does hereby warrant and agree to defend the title in and to said Personal Property unto Buyer, its successors or assigns against the lawful claims and demands of all persons claiming by or through Seller.~~

~~IT IS UNDERSTOOD AND AGREED THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY HEREIN SOLD AND THAT THIS SALE IS MADE "AS IS, WHERE IS" AND SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OTHER THAN THE WARRANTY OF TITLE SET FORTH ABOVE, AS TO THE PERSONAL PROPERTY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.~~

~~Buyer and Seller agree that this Bill of Sale shall be effective upon the delivery thereof by Seller to Buyer.~~

~~IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed this _____ day of~~

~~_____~~

SELLER:

BUYER:

EXHIBIT E

LEAD-BASED PAINT DISCLOSURE ADDENDUM
(TO BE COMPLETED IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978)

Seller and Buyer are parties to that certain Commercial Association of Brokers Oregon / SW Washington Purchase and Sale Agreement and Receipt for Earnest Money (Washington Commercial Form) dated _____, 20____ (the "Purchase Agreement") for the sale of the Property described therein. Capitalized terms used in this addendum without definition shall have the meanings given them in the Purchase Agreement. Except as expressly modified by this addendum and any other addendum to the Purchase Agreement executed by Buyer and Seller, the Purchase Agreement is unmodified. This addendum and the Purchase Agreement may not be modified except in a writing signed by both Seller and Buyer.

LEAD WARNING STATEMENT

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

AGENT'S ACKNOWLEDGMENT

Seller Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and Agent is aware of his/her responsibility to ensure compliance.

SELLER'S DISCLOSURE

.1 — Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain):

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

.2 — Records and reports available to Seller (check one below):

☐ Seller has provided Buyer with all available records and reports relating to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

☐ Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the housing.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they provided is true and accurate. A photocopy of this completed LEAD-BASED PAINT DISCLOSURE ADDENDUM, together with a copy of any documents listed in Section 2 of Seller's Disclosure above, may be treated as an original.

Seller Agent _____ Date _____ ← Seller _____ Date _____ ←
Selling Firm _____ Seller _____ Date _____ ←

BEFORE BUYER IS OBLIGATED TO PURCHASE THIS PROPERTY UNDER ANY PURCHASE AND SALE AGREEMENT, BUYER'S AND SELLER'S SIGNATURES ARE REQUIRED ON THE FORM BELOW.

BUYER'S ACKNOWLEDGMENT

.1 **Buyer has received copies of all information listed above in Section 2 of Seller's Disclosure of this form.**

.2 **Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."**

.3 **Buyer has (check one below):**

☐ Elected a ten (10) day opportunity (or mutually agreed upon period) to conduct a ☐ risk assessment or ☐ inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, providing Buyer the right to rescind the Purchase Agreement by written notice to Seller no later than the end of such agreed upon 10 day period if Buyer is not satisfied in Buyer's sole discretion with the results of such risk assessments or inspection, as applicable. Buyer and Seller hereby agree the ten (10) day period described in the preceding sentence shall begin and end _____. Buyer's failure to provide written notice of Buyer's election to rescind the Purchase Agreement to Seller on or before _____, 20____ shall be deemed a waiver of Buyer's right to rescind as provided in this addendum. If Buyer timely elects to rescind the Purchase Agreement as provided herein, the Earnest Money shall be returned to Buyer, together with any interest thereon.

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Buyer _____ Date _____ ←

Buyer _____ Date _____ ←

CERTIFICATION OF ACCURACY

This section must be signed by Buyer before Seller signs lines below. The following parties have reviewed the information and certify, to the best of their knowledge, that the information they provided herein is true and accurate.

Buyer _____ Date _____ ← Seller _____ Date _____ ←

Buyer _____ Date _____ ← Seller _____ Date _____ ←

Buyer Agent _____ Date _____ ← Seller Agent _____ Date _____ ←

Buying Firm _____ Seller Firm _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE

Signature: *Patrick Ginn*

Email: patrick@ginngroup.com

The background of the slide features a photograph of Vancouver City Hall on the left, a modern building with a curved glass facade and brick accents. The words "VANCOUVER CITY HALL" are visible on the building's facade. On the right side, there is a close-up of a vibrant flower basket filled with pink and purple petunias. A semi-transparent dark grey banner is overlaid across the top half of the image, containing the main title and location information in white text.

Disposition of Real Property

NE 18th Street and NE Four Seasons Lane

September 14, 2020

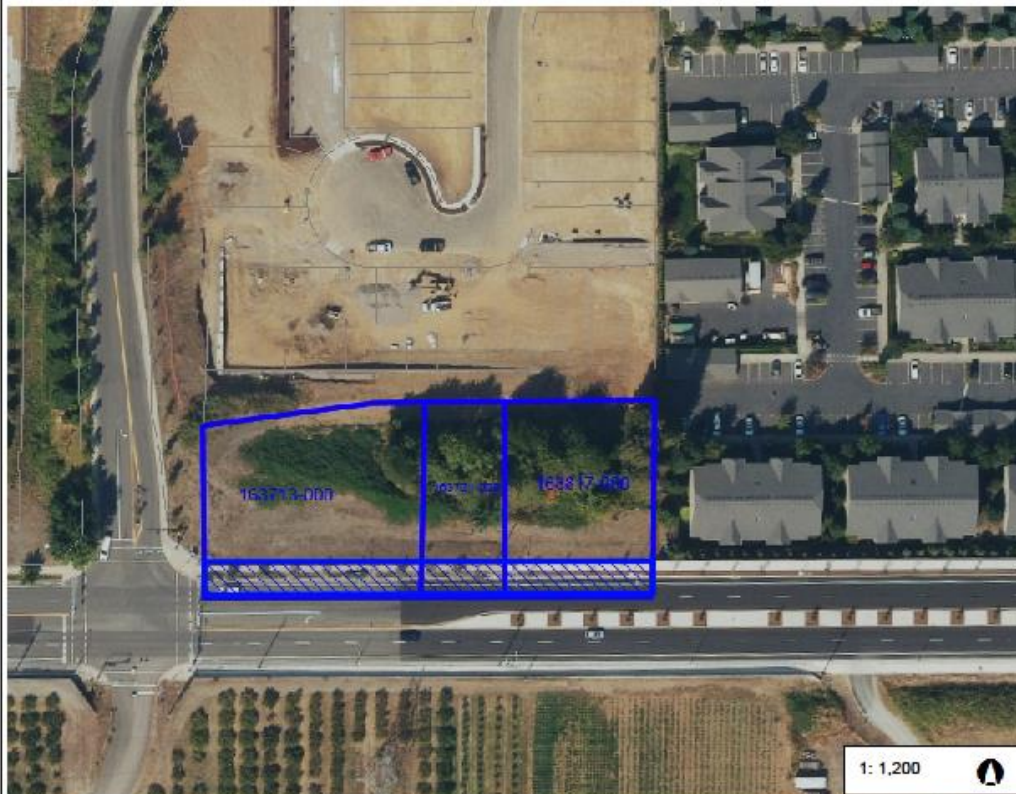
Vancouver City Council Public Hearing

Linda Carlson, Property Management Specialist





NE 18th Street and NE Four Seasons Lane



Legend

- Taxlots
- Cities Boundaries
- Urban Growth Boundaries

Notes:

Hash tag area represents recorded Right-of-Way dedication

200.0 0 100.00 200.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

1: 1,200



Key Points

- In 2012, the City of Vancouver completed construction of NE 18th Street from I-205 to Four Seasons Lane;
- Disposition will allow for future potential development of remnant parcels fronting NE 18th Street
- Sale of these parcels will generate revenue for Transportation capital fund and the property will be added to the tax rolls.

Next Steps

- City Manager to sign documents to complete sale of these parcels.

Questions and Discussion

isposing Linda Carlson, Property Management Specialist, 360-487-8423



Disposition of Real Property NE18th & NE Four Seasons Lane - 5



Staff Report 125-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/14/2020

SUBJECT Disposition of Real Property - NE 18th & NE Four Seasons Lane

Key Points

- Approving for disposition will allow for future potential development of remnant parcels fronting NE 18th Street.
- Revenue will be generated for Transportation capital fund and the parcels will be added to the tax rolls.

Strategic Plan Alignment

Goal 1, Objective 1.1: Develop and maintain a safe, balanced and innovative transportation system that will meet the needs of future generations.

Present Situation

In 2012, the City of Vancouver completed construction of NE 18th Avenue from I-205 to Four Seasons Lane. The construction of this project required the City to purchase certain parcels in their entirety. Staff is proposing to surplus the remnant portions of parcels not required for the construction of 18th Street. Staff is also recommending that the three remnant parcels be sold as one "unit" due to access restrictions and extraordinary costs for required site work for any development.

The 18th Street construction project left the subject parcels with a significant slope. Because of the sloping topography, the subject property will need a significant amount of site work in the form of soil stabilization and construction of a retaining wall. Additionally, the parcels will have access restrictions due to their proximity to Four Seasons Lane. Both of these factors significantly reduce the value of the property. The property was purchased using federal funds. Per federal regulations, the revenues must be used on another federally funded transportation project.

The fair market value per an appraisal completed in July 2018 is \$350,000. City staff has

assessed the costs that will be necessary for a new owner to develop the property at more than \$250,000. Ginn Group LLC has made an offer of \$95,000, which is reasonable considering the restrictions and challenges associated with the property.

The parcels submitted for Council review for disposition are outlined in a detailed report and a map is also attached.

Approval of disposition is the final public process step in VMC 3.30 – Disposition of City-Owned Surplus Real Property, allowing the city to sell the subject properties in a negotiated sale.

Advantage(s)

1. Approving disposition of the parcels will allow for potential sale of three remnant parcels.
2. The parcels will return to the county's tax database.
3. Revenue from disposition will return \$95,000 to the Transportation capital fund.
4. The City will no longer maintain the remnant parcels resulting in some cost savings.

Disadvantage(s)

None

Budget Impact

\$95,000 returned to the Transportation capital fund.

Prior Council Review

Declaration of Surplus – July 1, 2019

Action Requested

On September 14, 2020, following a public hearing, adopt a resolution approving disposition of certain real property located at NE 18th Street & NE Four Seasons Lane (Assessor parcels 163713-000, 163701-000, 163817-000), approve Purchase and Sale Agreement between City of Vancouver and Ginn Group, LLC and authorize City Manager to execute associated real estate documents.

Linda Carlson, Property Management Specialist, 360-487-8423

ATTACHMENTS:

- ▢ Disposition Property Report - NE 18th & Four Seasons Lane
- ▢ Resolution - NE 18th & Four Seasons Lane
- ▢ Legal Description - NE 18th & Four Seasons Lane
- ▢ Map - NE 18th & Four Seasons Lane
- ▢ Purchase and Sale Agreement - NE 18th and Four Seasons Lane
- ▢ Presentation - NE 18th & Four Seasons Lane

DISPOSITION PROPERTY REPORT

September 14, 2020

The City of Vancouver is requesting that the three parcels below (Subject Parcels) be approved for disposition by the City as per Ordinance M-3923.

- These parcels (163713-000, 163701-000 and 163817-000) are 22,491, 8,445 and 16,595 square feet respectively totaling approximately 1.09 acres. They are unimproved parcels zoned multi-family (R-22) located at the corner of NE 18th Street and NE Four Seasons Lane. A map designating exact location of the parcels is attached as Exhibit "A".
- The City of Vancouver purchased these parcels in 2009 as part of the NE 18th Street Project – 112th Avenue to Four Seasons Lane. It has been determined that future municipal use for these remnant parcels is not needed for transportation purposes.
- Staff recommends that these Subject Parcels should be declared as surplus real property and that these Subject Parcels be disposed of by a negotiated sale. This will put the parcels back on the tax rolls and decrease the City's maintenance responsibilities.
- Staff is also recommending that the three parcels be sold as one "unit" due to the access restrictions that would need to be adhered to and extraordinary costs for required site work for any development.
- To our knowledge, the only deed restriction on the Subject Properties is a right-of-way dedication.
- Federal funds were used to acquire these parcels as part of the NE 18th Street Project – 112th Avenue to Four Seasons Lane. Grant funding guidelines require that the sale proceeds be returned to the granting agency, or alternatively, applied to another federally funded transportation project currently underway with the local agency.
- Staff proposes the proceeds from this sale should be credited to City of Vancouver's Transportation Capital Fund.
- Current assessed value for the combined parcels is \$224,890.
- An appraisal of the Subject Parcel was procured to show fair market value after right-of-way dedication. Development of the subject property is expected to include extraordinary site work to stabilize the sloping topography of the subject properties outer boundaries with the surrounding properties. "Right-In/Right-Out" access to the subject parcels along NE 18th Street is restricted to the east end of the site.
- Following is the valuation and deductions to the subject property that were reasonably taken:

1. Fair market value after acquisition per appraisal	\$350,000
2. Marketability discount	- <u>255,500</u>
Topography and extraordinary development costs (73%)	
NET PROPERTY VALUE	\$94,500

DATE: SEPTEMBER 14, 2020

RESOLUTION NO. _____

A RESOLUTION of the City of Vancouver authorizing disposition of certain real property.

WHEREAS, the City of Vancouver acquired the real property listed on the attached Exhibit A; and

WHEREAS, the real property on Exhibit A has been declared surplus to the needs of the City as per Resolution No. M-4024

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

The real property described on the attached Purchase and Sale Agreement is proposed to be disposed of as described in Staff Report No. _____.

Passed by the City Council of the City of Vancouver at its regular meeting on the 14th day of September 2020.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
ADJUSTED PARCELS 163713-000,
163701-000 and 163817-000

PARCEL I

All that portion of PARCEL I as described in the Statutory Warranty Deed to the City of Vancouver, recorded February 2, 2010 under Auditor's File Number 4639369 records of Clark County, Washington, more particularly described as follows:

Beginning at a point 727 feet east of the corner common to Sections 21, 22, 27 and 28 of Section 28, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington;

Thence North 144.3 feet;

Thence North 82°32' East 296.3 feet to a strap iron;

Thence East 37.2 feet;

Thence South 1°24' West 182.8 feet to the South line of Section 22;

Thence West 326.8 feet to the Point of Beginning.

EXCEPT the West 150 feet thereof, as measured along the South line.

ALSO EXCEPT all that portion of said parcel lying south of a line 50.00 feet north of and parallel with the South line of Section 22, dedicated for public right-of-way purposes of NE 18th Street.

Contains 22,491 square feet more or less.

PARCEL II

All that portion of PARCEL II as described in the Statutory Warranty Deed to the City of Vancouver, recorded February 2, 2010 under Auditor's File Number 4639369 records of Clark County, Washington, more particularly described as follows:

Beginning at a point 1053.8 feet East of the Southwest corner of Section 22, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington;

Thence North 1°24' East 182.8 feet;

Thence East 190.96 feet, more or less, to the West line of the tract conveyed to the Union Central Life Insurance Company, a corporation by deed recorded in Book 234, at Page 134, Clark County deed records;

Thence South along the West line of the Union Central Life Insurance Company Tract 182.8 feet, more or less, to the South line of Section 22;

Thence West 190.96 feet, more or less to the point of beginning.

EXCEPT the East 125 feet thereof.

ALSO EXCEPT all that portion lying south of a parallel line 50.00 feet north of the South line of Section 22 for road purposes of NE 18th Street.

Contains 8,445 square feet more or less.

PARCEL III

ALL that portion of PARCEL III as described in the Statutory Warranty Deed to the City of Vancouver, recorded February 2, 2010 under Auditor's File Number 4639369 records of Clark County, Washington, more particularly described as follows:

The East 125 feet of that portion of the Southwest quarter of the Southwest Quarter of Section 22, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington, described as follows;

Beginning at a point 1053.8 feet East of the Southwest corner of Section 22;

Thence North 1°24' East 182.8 feet;

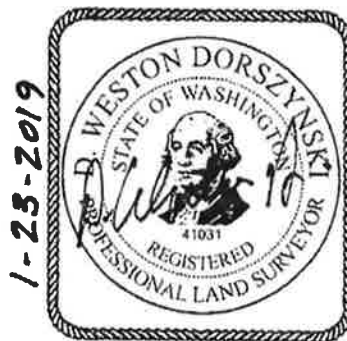
Thence East 190.96 feet, more or less, to the West line of the tract conveyed to the Union Central Life Insurance Company, a corporation by deed recorded in Book 234, Page 134, Clark County Deed Records;

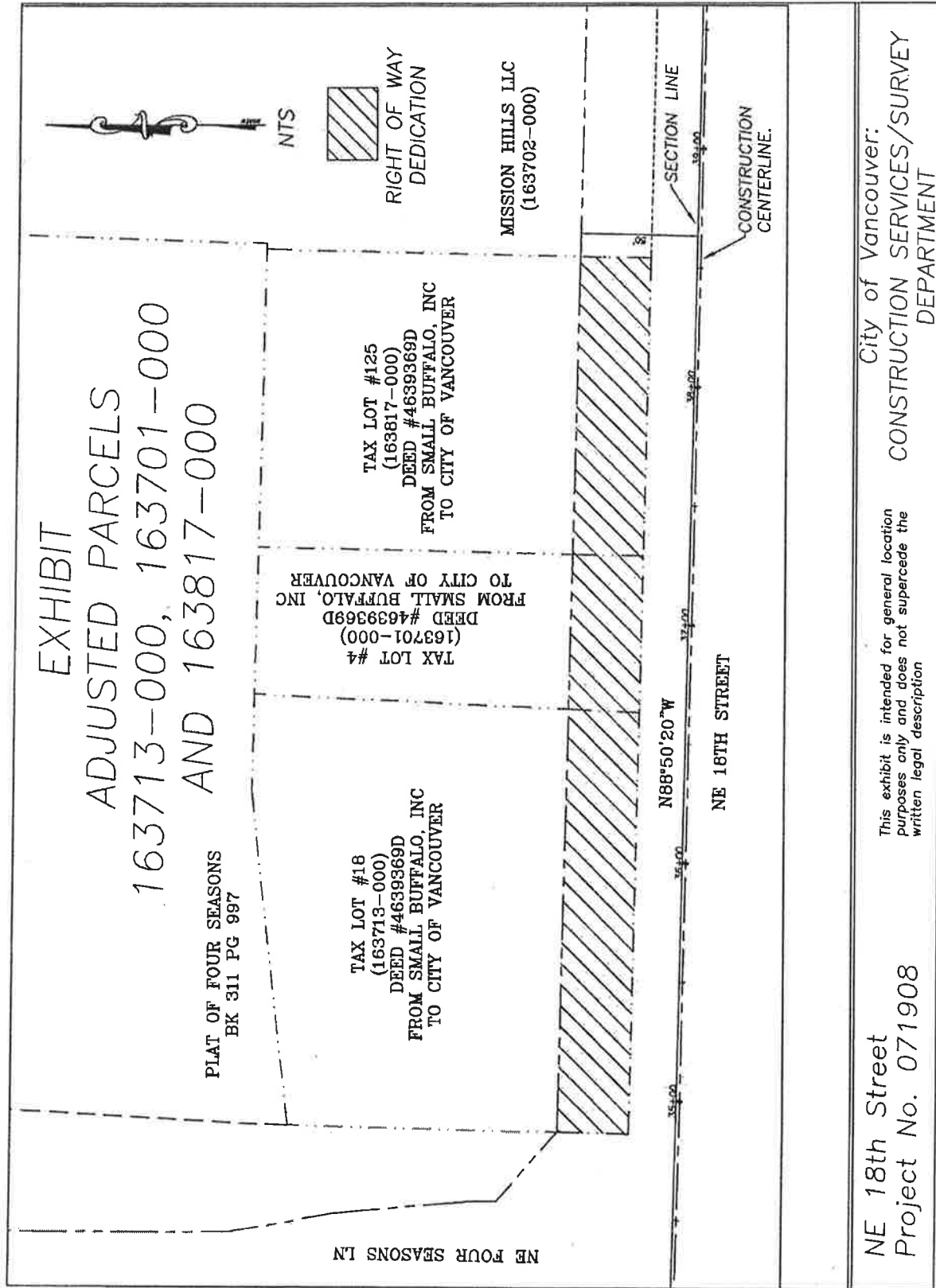
Thence South along the West line of said Union Central Life Insurance Company Tract 182.8 feet, more or less, to the South line of said Section 22;

Thence West 190.96 feet, more or less, to the point of beginning.

EXCEPT all that portion lying south of a parallel line 50.00 feet north of the South line of Section 22 for road purposes of NE 18th Street.

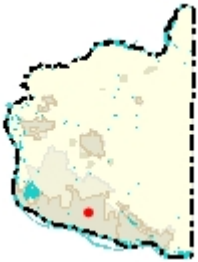
Contains 16,595 square feet more or less.







NE 18th Street and NE Four Seasons Lane



Legend

- Taxlots
- Cities Boundaries
- Urban Growth Boundaries

Notes:

Hash tag area represents recorded Right-of-Way dedication

200.0 0 100.00 200.0Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

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COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
(Washington Commercial Form)

AGENCY DISCLOSURE

This Agency Disclosure is issued pursuant to the requirements of the Revised Code of Washington (RCW 18.86.030(1) (g)), Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller.

Pursuant to the requirements of the Revised Code of Washington (RCW 18.86.030), both Buyer and Seller acknowledge having received the LAW OF REAL ESTATE AGENCY pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Seller Agent: Charlie Kleier, Eric Anderson & Tamara Fuller of Colliers International WA, LLC firm (the "Selling Firm") is the agent of (check one): ☐ Buyer exclusively; ☐ Seller exclusively; ☒ both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: _____ of _____ firm (the "Buying Firm") is the agent of (check one): ☐ Buyer exclusively; ☐ Seller exclusively; ☐ both Seller and Buyer ("Disclosed Limited Agency").

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED

Buyer: (print)	<u>Patrick Ginn</u> (sign)	<u>Patrick Ginn</u>	Date: <u>7/21/2020</u>
Buyer: (print)	_____ (sign)	_____	Date: _____
Seller: (print)	<u>Eric Holmes</u> (sign)	_____	Date: _____
Seller: (print)	_____ (sign)	_____	Date: _____

[No further text appears on this page.]

PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (this "Agreement") dated with the reference date of 7/21/2020, 20____, for reference purposes only, shall be effective on the date when this Agreement has been executed and delivered by Seller and Buyer (the "Execution Date");

BETWEEN: City of Vancouver ("Seller")
 Address: PO Box 1995, Vancouver, WA 98668-1995
 Home Phone: _____
 Office Phone: 360-487-8600
 Fax No.: _____
 E-Mail: _____

AND: Ginn Group, LLC and/or Assigns ("Buyer")
 Address: 502 NE 72nd Street, Vancouver, WA 98665
 Home Phone: _____
 Office Phone: 360-726-5304
 Fax No.: _____
 E-Mail: patrick@ginngrp.com

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property:" (a) the real property and all improvements thereon generally described or located at 11602 NE 18th Street in the City of Vancouver, County of Clark, Washington, consisting of three vacant parcels of land (ASN 163701000, 163817000, 163713000) that are a combined approximately 55,757 square feet, and legally described on Exhibit A (the "Real Estate") (if no legal description is attached, the legal description shall be the legal description of the Real Estate in the Preliminary Report (described in Section 5), subject to the review and approval of both parties hereto), including all of Seller's right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; (b) all of Seller's right, title and interest, if any, in and to any and all leases to which the Real Estate is subject (each, a "Lease"); and (c) any and all personal property located on and used in connection with the operation of the Real Estate and owned by Seller (the "Personal Property"). If there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants." If there is any Personal Property, see Section 21.2, below.

1.1.1 Seller's obligation to the Purchase and Sale Agreement and the closing thereof is conditioned on receiving approval of this transaction from the Vancouver City Council. Within Thirty (30) days of Execution Date, Seller shall seek approval from the Vancouver City Council and place the matter on the next available agenda for a Regular Meeting of the City Council. In the event Seller does not receive said approval, this transaction shall be terminated and all Earnest Money shall be returned to Buyer and the Property shall be released to Seller.

1.2 Purchase Price. The purchase price for the Property shall be Ninety-Five Thousand dollars (\$95,000.00) (the "Purchase Price"). The Purchase Price shall be adjusted, as applicable, by the net amount of credits and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to the terms of this Agreement. The parties acknowledge and agree that \$0 of the Purchase Price is attributable to the Personal Property. The Purchase Price shall be payable as follows:

1.2.1 Earnest Money Deposit.

(a) Within **Three (3) business** days of the Execution Date, Buyer shall deliver into Escrow (as defined herein), for the account of Buyer, **\$3,500.00** as earnest money (the "Earnest Money") in the form of:

☐ promissory note in the form of Exhibit B (the "Note"); ☒ check; or ☐ cash equivalent (wire transfer; cashier's check or certified check) or other immediately available funds.

(b) ~~_____ If the Earnest Money is in the form of a Note, it shall be due and payable~~
☐ no later than 5:00 PM Pacific Time three (3) days after the Execution Date; ☐ after satisfaction or waiver by Buyer of the Conditions to Buyer's obligation to purchase the Property set forth in Section 2.1 of this Agreement; or ☐ Other: _____. If the terms of the Note and this Agreement conflict, the terms of this Agreement shall govern. If the Note is not redeemed and paid in full when due, then: (i) the Note shall be delivered and endorsed to Seller (if not already in Seller's possession); (ii) Seller may collect the Earnest Money from Buyer, either pursuant to an action on the Note or an action on this Agreement; and (iii) Seller shall have no further obligations under this Agreement.

(c) The purchase and sale of the Property shall be accomplished through an escrow (the "Escrow") that Seller has established or will establish with **Fidelity National Title Company, located at 655 W Columbia Way, Suite 200, Vancouver, WA 98660, Attn: Melissa Miller** (the "Escrow Holder") within **two (2)** days after the Execution Date. Except as otherwise provided in this Agreement: (i) any interest earned on the Earnest Money shall be considered to be part of the Earnest Money; (ii) the Earnest Money shall be non-refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1; and (iii) the Earnest Money shall be applied to the Purchase Price at Closing.

1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing by ☐ certified check drawn upon, or cashier's check of, a national bank (or other banking institution as Seller may approve in writing); or ☒ wire delivery of funds through the Federal Reserve System to an account designated in writing by Seller. PG

1.3 Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the "Exchanging Party") may elect to engage in and effect a like-kind exchange under Section 1031 of the Internal Revenue Code, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-Exchanging Party with respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller each hereby agree to reasonably cooperate with the other in completing each such 1031 Exchange; provided, however, that such cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for the Property. An assignment of this Agreement by the Exchanging Party to a 1031 Exchange accommodator shall be permitted but shall not delay Closing or release the Exchanging Party from its obligations under this Agreement. The Cooperating Party shall not suffer any costs, expenses or liabilities for cooperating with the Exchanging Party and shall not be required to take title to the exchange property. The Exchanging Party agrees to indemnify, defend and hold the Cooperating Party harmless from any liability, damages and costs arising out of the 1031 Exchange.

2. Conditions to Purchase.

2.1 Buyer's obligation to purchase the Property is conditioned on the following:

☐ None;

☒ Within **Ninety (90)** days of the Execution Date, Buyer's approval of the results of (collectively, the "General Conditions"): (a) the Property inspection described in Section 3 below; (b) the document review described in Section 4 below;

☐ Within ____ days of the Execution Date, Buyer's receipt of confirmation of satisfactory financing (the "Financing Condition"); and/or

☐ [Other conditions must be specifically identified].

The General Conditions, Financing Condition and any other conditions in section 2.1 above shall be collectively defined as the "Conditions."

2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the Conditions, or stated in writing that such Conditions have been satisfied, by notice given to Seller within the time periods for such Conditions set forth above, this Agreement shall be deemed automatically terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to the contrary herein, neither party shall have any further obligation, right or remedy hereunder.

3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants as required by the applicable Leases, if any, to conduct any and all inspections, tests, and surveys concerning the structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning, and all other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the Property including the economic feasibility of such purchase. If the transaction contemplated in this Agreement fails to close for any reason (or no reason) as a result of the act or omission of Buyer or its agents, Buyer shall promptly restore the Property to substantially the condition the Property was in prior to Buyer's performance of any inspections or work. Buyer shall indemnify, hold harmless, and defend Seller from all liens, liability, damages, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's or its agents', contractors' or consultants' entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

4. Seller's Documents. Within **Ten (10)** days after the Execution Date, Seller shall deliver, physically or electronically, to Buyer or Buyer's designee, legible and complete copies of the following documents that are in Seller's Possession or control: (a) copies of all promissory notes, deeds of trust, loan agreements and other documents concerning any existing encumbrance on the Property, (b) copies of advice letters, deficiency notices, compliance notices and other or similar correspondence and/or written communication pertaining to the Property from codes and zoning authorities, environmental agencies and/or other governmental units that have jurisdiction over the Property, (c) a copy of the most recent survey of the Property, (d) any current leases or current service contracts covering any portion of the Property, and (e) _____.

5. Title and Title Insurance.

5.1 Title. The Seller shall convey good and marketable title to the Property to the Buyer at Closing. For the purposes of this Agreement, "good and marketable title" shall mean fee simple ownership that is: (a) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions (as defined in Section 5.2, and (b) insurable by a title insurance company reasonably acceptable to Buyer.

5.2 Title Insurance. Within **Ten (10)** days after the Execution Date, Seller shall instruct a title company selected by Seller (the "Title Company") to deliver to Buyer a preliminary title report from the Title Company (the "Preliminary Report"), showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown therein as exceptions to title ("Exceptions"). Buyer shall have **Fifteen (15)** days after receipt of a copy of the Preliminary Report and Exceptions within which to give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property. Within **Fifteen (15)** days after receipt of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to Exceptions. On or before the last day for Buyer to approve the results of the General Conditions set forth in Section 2.1 above (the "Title Contingency Date"), Buyer shall elect whether to: (i) purchase the Property subject to those objected-to Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer fails to give Seller notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this Agreement.

On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objected and which Seller agreed to remove. All remaining Exceptions set forth in the Preliminary Report and those Exceptions caused by or agreed to by Buyer shall be deemed "Permitted Exceptions." For the purposes of this Agreement, the term "Permitted Exceptions" shall mean: (a) Exceptions which are deemed permitted as set forth above; (b) current taxes not yet due and payable; (c) easements for the installation or maintenance of public utilities serving only the Project; (d) the rights of tenants, as tenants only, under the Leases; and such other matters not objected to in writing by Buyer during the Inspection Period.

6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above, Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money in Escrow, to terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If the conditions, if any, to Buyer's obligation to close this transaction are satisfied or waived by Buyer and Buyer fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain the Earnest Money paid by Buyer as liquidated damages. If the conditions, if any, to Seller's obligation to close this transaction are satisfied or waived by Seller and Seller fails, through no fault of Buyer, to close the sale of the Property, Buyer shall be entitled as its sole and exclusive remedy to either: (i) terminate this Agreement, receive funds of the Earnest Money, and be reimbursed for Buyer's out-of-pocket costs related to this transaction; or (ii) to pursue the remedy of specific performance. If Buyer has not filed an action for specific performance within sixty (60) days after the scheduled Closing Date, Buyer shall be deemed to have elected remedy (i) above. In no event shall either party be entitled to punitive or consequential damages, if any, resulting from the other party's failure to close the sale of the Property. BUYER AND SELLER EACH AGREE THAT IF BUYER DEFAULTS UNDER THIS AGREEMENT, THE DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THEREFORE, IF BUYER DEFAULTS HEREUNDER THE LIQUIDATED DAMAGES AMOUNT SHALL SERVE AS DAMAGES FOR THE DEFAULT BY BUYER, AS A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER, INCLUDING COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS OF CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE AND OTHER COSTS INCURRED IN CONNECTION HERewith.

7. Closing of Sale.

7.1 Buyer and Seller agree the sale of the Property shall be closed ("Closing"), in Escrow, ☐ on or before ____ or ☒ **Thirty (30)** days after the Conditions set forth in Sections 2.1 have been satisfied or waived in writing by Buyer (the "Closing Date"). The sale of the Property shall be deemed closed when the document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to Seller.

7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds required to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall deliver a certification confirming whether Seller is or is not a "foreign person" as such term is defined by applicable law and regulations.

7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by ☒ statutory warranty deed or ☐ (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA form owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained in the Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form policy of title insurance. Buyer shall pay any additional expense resulting from the ALTA extended coverage and any endorsements required by Buyer.

8. Closing Costs; Prorations. Seller shall pay the premium for the Buyer's Owner's Title Insurance Policy, provided, however, if Buyer elects to obtain an ALTA extended form policy of title insurance and/or any endorsements,

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204 Buyer shall pay the difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) PG
 205 of the escrow fees charged by the Escrow Holder. Any excise tax and/or transfer tax shall be paid by ☒ Seller
 206 ☐ Buyer ☐ split equally between Seller and Buyer. Real property taxes for the tax year of the Closing, assessments
 207 (if a Permitted Exception), personal property taxes, rents and other charges arising from existing Tenancies paid for
 208 the month of Closing, and interest on assumed obligations, shall be prorated as of the Closing Date based on amounts
 209 collected. Seller will be responsible for the cost of any utilities used prior to the Closing Date. If applicable, prepaid
 210 rents, prepaid common area maintenance charges and reserves, security deposits, and other unearned refundable PG
 211 deposits relating to Tenancies shall be assigned and delivered to Buyer at Closing. ☐ Seller ☐ Buyer ☒ N/A shall
 212 be responsible for payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special
 213 assessment or program. If any of the aforesaid prorations cannot be definitely calculated on the Closing Date, then
 214 they shall be estimated at Closing and definitely calculated as soon after the Closing Date as feasible.

215
 216 9. Possession. Seller shall deliver exclusive possession of the Property, subject to the Tenancies (if any) PG
 217 existing as of the Closing Date, and the Permitted Exceptions, to Buyer ☒ on the Closing Date or ☐ ____.

218
 219 10. Condition of Property. Seller represents and warrants to Buyer that (i) Seller has received no written
 220 notices of violation of any laws, codes, rules, or regulations applicable to the Property ("Laws") that were not delivered
 221 to Buyer pursuant to Section 4 above; (ii) to the best of Seller's knowledge without specific inquiry, the Property is not
 222 in violation of any Laws and there are no concealed material defects in the Property; (iii) Seller has delivered complete
 223 copies of all Leases and service contracts for the Property to Buyer; and (iv) to the best of Seller's knowledge, the
 224 documents prepared by Seller are delivered to Buyer pursuant to Section 4 are accurate in all material respects. Unless
 225 caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing, and Buyer shall bear such
 226 risk at and after Closing. Except for Seller's representations and warranties set forth in this Section 10, Buyer shall
 227 acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its own inspection and investigation in
 228 Buyer's acquisition of the Property. It shall be a condition of Buyer's Closing obligation that all of Seller's representations
 229 and warranties stated in this Agreement are materially true and correct on the Closing Date. Seller's representations
 230 and warranties stated in this Agreement shall survive Closing for one (1) year.

231
 232 11. Condemnation or Casualty. If, prior to Closing, all or any material part of the Property is (a) condemned
 233 or appropriated by public authority or any party exercising the right of eminent domain, or is threatened thereby, or (b)
 234 if there occurs a fire or other casualty causing material damage to the Property or any material portion thereof, then at
 235 the election of Buyer by written notice to Seller, either; (i) this Agreement shall terminate, whereupon all Earnest Money
 236 and any interest accrued thereon shall promptly be refunded to Buyer; or (ii) this Agreement shall remain in effect and
 237 Seller shall assign to Buyer at Closing Seller's entire right, title and interest in taking award or casualty insurance
 238 proceeds attributable to the portion of the Property taken or destroyed, as the case may be. If Buyer fails to make such
 239 election within twenty (20) days after written notice from Seller. Buyer shall be deemed to have elected option (ii)
 240 above. Seller will promptly notify Buyer as to the commencement of any such action or any communication from a
 241 condemning authority that a condemnation or appropriation is contemplated, and will cooperate with Buyer in the
 242 response to or defense to such actions.

243
 244 12. Operation of Property. Between the Execution Date and the Closing Date, Seller shall (i) continue to
 245 operate, maintain and insure the Property consistent with Seller's current operating practices; (ii) provide Buyer with
 246 copies of any proposed new leases, agreements or contracts described below; and (iii) not, without Buyer's prior written
 247 consent, which consent shall not be unreasonably withheld, conditioned, or delayed, enter into: (a) any new leases or
 248 occupancy agreements for the Property; (b) any material amendments or modification agreements for any
 249 existing Leases or occupancy agreements for the Property; or (c) any service contracts or other agreements affecting
 250 the Property that are not terminable prior to Closing.

251
 252 13. Assignment. Assignment of this Agreement: ☐ is PROHIBITED; ☒ is PERMITTED, without consent
 253 of Seller; provided, that assignment of this Agreement by Buyer to an entity owned or controlled by Buyer or to a 1031
 254 Exchange accommodator is permitted without Seller's consent. If Seller's written consent is required for assignment,

such consent may be withheld in Seller's sole discretion. In the event of any assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.

14. Arbitration. IF AND ONLY IF THIS SECTION IS INITIALED BY BUYER AND SELLER, THE FOLLOWING SHALL APPLY TO THIS AGREEMENT:

ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED BY THE WASHINGTON UNIFORM ARBITRATION ACT (RCW 7.04A et seq.) AND, TO THE EXTENT NOT INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF THE ARBITRATION SERVICE OF PORTLAND ("ASP"). THE ARBITRATION SHALL BE CONDUCTED IN ___, WASHINGTON AND ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE ___ GEOGRAPHIC AREA (IF BLANK IS NOT COMPLETED, VANCOUVER, WASHINGTON METROPOLITAN AREA). ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR, FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF THE ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT, BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS ACTION.

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Initials of Buyer

Initials of Seller

15. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

16. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

PER SEPARATE AGREEMENT
BETWEEN SELLER & BROKER

17. Brokerage Agreement. The Agency Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller agrees to pay a commission to Selling Firm in the amount of either ☐ ___ percent (___%) of the Purchase Price or ☐ \$___. Such commission shall be divided between Selling Firm and Buying Firm such that Selling Firm receives ___ percent (___%) and Buying Firm receives ___ percent (___%). Seller shall cause the Escrow Holder to deliver to Selling Firm and Buying Firm the real estate commission on the Closing Date or upon the failure of this transaction to Close on account Seller's default under this Agreement, whichever occurs first. If the Earnest Money is forfeited by Buyer and retained by Seller in accordance with this Agreement, in addition to any other rights the Selling Firm and Buying Firm may have, the Selling Firm and the Buying Firm, together, shall

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be entitled to the lesser of: (i) fifty percent (50%) of the Earnest Money; or (ii) the commission agreed to above, and Seller hereby assigns such amount to the Selling Firm and the Buying Firm.

18. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of delivery); (c) on the day of delivery of the notice by reputable overnight courier; or (d) on the day of delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; unless that day is a Saturday, Sunday, or federal or Washington State legal holiday, in which event such notice will be deemed delivered on the next following business day. All notices shall be sent by the applicable party to the address of the other party shown at the beginning of this Agreement.

19. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Washington State legal holiday, such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail transmission of any signed document including this Agreement shall be the same as delivery of an original, and digital signatures shall be valid and binding. At the request of either party, the party delivering a document by facsimile and/or electronic mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them. Without limiting the provisions of Section 13 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely with respect to Sections 15 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement. The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to its terms and provisions. Neither this Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.

20. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by, the laws of the State of Washington.

21. Lease(s) and Personal Property.

21.1 Leases.

21.1.1 Seller shall use commercially reasonable efforts to deliver to Buyer, at least ____ days (**three (3) if not filled in**) before the Closing Date, a tenant estoppel certificate, reasonably acceptable to Buyer, pertaining to each Lease at the Property in effect as of the Closing Date (each, a "Tenant Estoppel") for each Tenant occupying 5,000 square feet or more of the Property and Tenants occupying not less than eighty percent (80%) of the remaining leasable square feet of the Property. Such Tenant Estoppels shall be dated no more than ____ days (**thirty (30) if not filled in**) prior to the Closing Date and shall certify, among other things: (a) that the Lease is unmodified and in full force and effect, or is in full force and effect as modified, and stating the modifications; (b) the amount of the rent and the date to which rent has been paid; (c) the amount of any security deposit held by Seller; and (d) that neither party is in default under the Lease or if a default by either party is claimed, stating the nature of any such claimed default. If Seller has not obtained Tenant Estoppels from all Tenants of the Property, then Seller shall have the right, but not the obligation, to execute and deliver to Buyer a Tenant Estoppel with respect to any such Lease setting forth the information required by this Section 21.1.1 and confirming the accuracy thereof. Buyer's timely receipt of Tenant Estoppels from all Tenants satisfying the foregoing requirements shall be a condition to Buyer's obligation to Close this transaction.

357 21.1.2 If applicable, the assignment of the Lease(s) by Seller, and assumption of the
358 Lease(s) by Buyer shall be accomplished by executing and delivering to each other through Escrow on the Closing
359 Date an Assignment of Lessor's Interest under Lease substantially in the form of Exhibit C (the "Assignment").
360

361 21.2 Personal Property. Personal Property. If applicable, Seller shall convey all Personal
362 Property to Buyer by executing and delivering to Buyer at Closing through Escrow (as defined below), a Bill of Sale
363 substantially in the form of Exhibit D (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill of
364 Sale.
365

366 22. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL
367 HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT
368 DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT E.
369

370 23. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and
371 incorporated within this Agreement:

- 372 ☒ Exhibit A – Legal Description of Property
373 ☐ Exhibit B – Form of Earnest Money Promissory Note
374 ☐ Exhibit C – Assignment of Lessor's Interest under Lease (if applicable)
375 ☐ Exhibit D – Bill of Sale (if applicable)
376 ☐ Exhibit E – Lead Paint Disclosure Addendum (if applicable)
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[Remainder of page intentionally left blank.]

24. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons of the United States not do business with any individual or entity on a list of "Specially Designated nationals and Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Seller and Buyer hereinafter certify to each other that:

24.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

24.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

25. Seller's Disclosure Form: Buyer waives the right to receive a seller disclosure statement ("Form 17-Commercial") if required by RCW 64.06. Pursuant to RCW 64.06.10, no responses to any of the questions in the section entitled environmental are "yes".

26. Buyer's owner, Patrick Ginn, is a real estate broker licensed in Oregon and Washington, in the business of buying, selling and developing property for profit.

Seller and Buyer hereby agree to defend, indemnify, and hold harmless each other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. This certification and agreement to indemnify, hold harmless, and defend shall survive Closing or any termination of this Agreement.

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

Buyer Ginn Group, LLC and/or Assigns

DocuSigned by:

By: Patrick Ginn
Name: Patrick Ginn
Title: Manager
Date: 7/21/2020

Seller City of Vancouver

By: _____
Name: Eric Holmes
Title: City Manager
Date: _____

Time for Acceptance. If the second party to execute this Agreement has not executed and delivered this Agreement within ____ days (five (5) if not filed in) after the date this Agreement was signed by the first party to execute this Agreement set forth above, then any Earnest Money deposited shall be promptly refunded to Buyer and neither party shall have any right or obligation hereunder.

CRITICAL DATE LIST:

Within five (5) days after the Execution Date, the parties to this Agreement shall complete the information below (the "Critical Date List"), initial where indicated, and return a copy of the same to the other party for such party's review. This Critical Date List is for reference purposes only and, in the event of a conflict between this Critical Date List and the Agreement, the terms of the Agreement shall prevail.

	DATE:
• Execution Date (Introductory paragraph):	
• Earnest Money due date (Section 1.2.1(a)):	
• Seller shall open Escrow with the Escrow Holder (Section 1.2.1(a)):	Before
• Seller shall deliver Seller's documents to Buyer (Section 4):	Within ____ days after the Execution Date
• Seller shall deliver Preliminary Report to Buyer (Section 5):	Within ____ days after the Execution Date
• Buyer's title objection notice due to Seller (Section 5):	Within ____ days after receipt of the Preliminary Report
• Seller's title response due to Buyer (Section 5):	Within ____ days after receipt of Buyer's title objection notice
• Title Contingency Date (Section 5):	Within ____ days after receipt of Seller's title response
• Expiration date for satisfaction of General Conditions (Section 2.1):	Within ____ days of the Execution Date
• Expiration date for satisfaction of Financing Condition (Section 2.1):	Within ____ days of the Execution Date
• By this date, Buyer must deliver the notice to proceed contemplated in Section 2.2.	Within ____ days of the Execution Date
• Closing Date (Section 7.1).	

Initials of Buyer: _____

Initials of Seller: _____

Initials of Buyer: _____

Initials of Seller: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Clark County Assessor Parcels # 163701000, 163817000, 163713000

Lot # 4, # 18, # 125, Township 2 North, Range 2 East, Section 22 of the Willamette Meridian

PARCEL I

BEGINNING at a point 727 feet East of the corner common to Sections 21, 22, 27 and 28 of Section 28, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington; thence North 144.3 feet; thence North 82°32' East 296.3 feet to a strap iron; thence East 37.2 feet; thence South 1°24' West 182.8 feet to the South line of Section 22; thence West 326.8 feet to the Point of Beginning.

EXCEPT the West 150 feet thereof, as measured along the South line.

EXCEPT that portion thereof lying within NE 18th Street.

PARCEL II

BEGINNING at a point 1053.8 feet East of the Southwest corner of Section 22, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington; thence North 1°24' East 182.8 feet; thence East 190.96 feet, more or less, to the West line of the tract conveyed to the Union Central Life Insurance Company, a corporation by deed recorded in Book 234, at Page 134, Clark County Deed Records; thence South along the West line of said Union Central Life Insurance Company Tract 182.8 feet, more or less, to the South line of Section 22; and thence West 190.96 feet, more or less to the Point of Beginning.

EXCEPT the East 125 feet thereof.

EXCEPT that portion thereof lying within NE 18th Street.

PARCEL III

The East 125 feet of that portion of the Southwest quarter of the Southwest quarter of Section 22, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington, described as follows:

BEGINNING at a point 1053.8 feet East of the Southwest corner of Section 22; thence North 1°24' East 182.8 feet; thence East 190.96 feet, more or less, to the West line of the tract conveyed to the Union Central Life Insurance Company, a corporation by deed recorded in Book 234, Page 134, Clark County Deed Records; thence South along the West line of said Union Central Life Insurance Company Tract 182.8 feet, more or less, to the South line of said Section 22; and thence West 190.96 feet, more or less, to the Point of Beginning.

EXCEPT that portion thereof lying within NE 18th Street.

And subject to that certain Right-of-Way Dedication Deed, Clark County, Washington Recording No. 5589399.

EXHIBIT-B

EARNEST MONEY PROMISSORY NOTE

\$ _____, 20____
 _____ FOR VALUE RECEIVED, _____ ("BUYER"), promises to pay the
 order of _____ ("Seller"), the sum of _____ Dollars
 (\$ _____) in lawful money of the United States, together with interest on that amount upon the agreements, terms
 and conditions provided in that certain Purchase and Sale Agreement and Receipt for Earnest Money with and
 execution date of _____, 20____, with respect to the property located at

_____ (the "Purchase Agreement"). The amount payable
 hereunder shall be due and payable, if at all, pursuant to the terms and conditions of the Purchase Agreement.

1. Definitions. The term "Default" means any of the following events: (i) Buyer at any time fails to pay, when due, any sum owing on this Note; or (ii) Buyer breaches or fails to perform any obligation under this Note. The term "Default Rate" means the rate of interest otherwise payable on this Note plus ten percent (10%).

2. Interest. This Note shall not bear interest unless and until Buyer shall be in Default of this Note. Should the Buyer Default on any of the obligations specified in this Note, all sums owing on the Note shall bear interest at the Default Rate.

3. Waivers. Buyer hereby waives presentment, demand, notice of dishonor, notice of default or delinquency, notice of protest and nonpayment, notice of costs, expenses or losses and interest on those, and all other notices required by law, except as specifically set for in this Note.

4. Remedies. Upon a Default, Seller shall have all rights available to it in this Note and the Purchase Agreement. Any unpaid balance outstanding at the time of a Default, and any costs or other expenses incurred by Seller in realizing on this Note after a Default, shall bear interest at the Default Rate.

5. Attorneys' Fees, Costs and Other Expenses. Buyer agrees to pay all costs and expenses which Seller may incur by reason of a Default, including, but not limited to, reasonable attorneys' fees, expenses, and costs incurred in any action undertaken with respect to this Note, or any appeal of such an action.

6. Transfer; Obligations Binding on Successors. Buyer may not transfer any of its rights, duties, or obligations under this Note without the prior written consent of Seller. This Note, and the duties set forth in the Note, shall bind Buyer and its successors and assigns. All rights and powers established in this Note shall benefit Seller and its successors and assigns.

7. Notices. Any notice or other communication required or permitted under this Note shall be in writing and shall be deemed to have been duly given when delivered pursuant to Section 19 of the Purchase Agreement.

8. Governing Law. This Note shall be construed in accordance with and governed by the laws of the State of Washington, exclusive of conflicts of laws.

9. Headings. Headings used in this Note have been included for convenience and ease of reference only, and will not in any manner influence the construction or interpretation of any provision of this Note.

10. Entire Agreement. This Note represents the entire understanding of the parties with respect to the subject matter of the Note. There are no other prior or contemporaneous agreements, either written or oral between the parties with respect to this subject.

11. Waiver. No right or obligation under this Note will be deemed to have been waived unless evidenced by a writing signed by the party against whom the waiver is asserted, or by its duly authorized representative. Any waiver will be effective only with respect to the specific instance involved, and will not impair or limit the right of the waiving party to insist upon strict performance of the right or obligation in any other instance, in any other respect, or at any other time.

12. Severability. The parties intend that this Note be enforced to the greatest permitted by applicable law. Therefore, if any provision of this Note, on its face or as applied to any person or circumstance, is or becomes unenforceable to any extent, the remainder of this Note and the application of that provision to other persons, circumstances, or extent, will not be impaired.

13. Maximum Interest. Notwithstanding any other provisions of this Note, any interest, fees, or charges

payable by reason of the indebtedness evidenced by this Note shall not exceed the maximum permitted by law.

Buyer

By:

Name:

Title

[Remainder of page intentionally left blank.]

Document Title: Assignment of Leases
Grantor(s): _____
Grantee(s): _____
Legal Description: _____
Assessor's Property Tax Parcel or Account Number: _____
Reference Numbers of Documents Assigned or Released: _____

EXHIBIT C

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (this "Assignment") is made and entered into as of this ____ day of _____, by and between ____, a ____ ("Assignor" or "Grantor"), and ____, a ____ ("Assignee" or "Grantee").

RECITALS

This Assignment is entered into on the basis of and with respect to the following facts, agreements and understandings:

A. On ____, ____, Assignor, as "Lessor," and ____, ____, as "Lessee," entered into a certain Lease, pursuant to which said Lessor leased to said Lessee certain real property in the City of ____, County of ____, State of ____ (the "Premises"), which Premises are a portion of the property more particularly described on Exhibit A, attached hereto and made part hereof by this reference (the "Property"). Said Lease is hereinafter referred to as the "Lease."

B. By an instrument dated of even date herewith and recorded prior to this instrument, Assignor sold and conveyed its fee interest in and to the Property to Assignee and, in conjunction therewith, Assignor agreed to assign its interest as Lessor under the Lease to Assignee and Assignee agreed to assume the obligations of the Lessor under the Lease, all as more particularly set forth in this Assignment.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements set forth herein, Assignor and Assignee agree as follows:

1. ~~Assignment.~~ Assignor hereby sells, assigns, grants, transfers and sets over to Assignee, its heirs, personal representatives, successors and assigns, all of Assignor's right, title and interest as Lessor under the Lease.

2. ~~Acceptance of Assignment and Assumption of Obligations.~~ Assignee hereby accepts the assignment of the Lessor's interest under the Lease and, for the benefit of Assignor, assumes and agrees faithfully to perform all of the obligations which are required to be performed by the Lessor under the Lease on or after the Effective Date (defined below).

3. ~~Effective Date.~~ The effective date of this Assignment and each and every provision hereof is and shall be ____ (the "Effective Date"). **(If no date is identified, the Effective Date shall be the date the deed from Assignor to Assignee is recorded.)**

4. ~~Assignor's Indemnity of Assignee.~~ Assignor hereby agrees to defend (with counsel reasonably satisfactory to Assignee) and indemnify Assignee, its heirs, personal representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission committed

or alleged to have been committed by Assignor as Lessor under the Lease, including without limitation any breach or default committed or alleged to have been committed by the Lessor under the Lease, prior to the Effective Date.

5. ~~Assignee's Indemnity of Assignor.~~ Assignee, for itself and on behalf of its heirs, personal representatives, successors and assigns, hereby agrees to defend (with counsel reasonably satisfactory to Assignor) and indemnify Assignor, its partners, and their respective directors, officers, employees, agents, representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission committed or alleged to have been committed by Assignee, its heirs, personal representatives, successors and assigns, as Lessor under the Lease, including without limitation any breach or default committed or alleged to have been committed by the Lessor under the Lease, on or after the Effective Date.

6. ~~Successors and Assigns.~~ This Assignment, and each and every provision hereof, shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

7. ~~Governing Law.~~ This Assignment shall be construed and interpreted and the rights and obligations of the parties hereto determined in accordance with the laws of the state where the Property is located.

8. ~~Headings and Captions.~~ The headings and captions of the paragraphs of this Assignment are for convenience and reference only and in no way define, describe or limit the scope or intent of this Assignment or any of the provisions hereof.

9. ~~Gender and Number.~~ As used in this Assignment, the neuter shall include the feminine and masculine, the singular shall include the plural and the plural shall include the singular, as the context may require.

10. ~~Multiple Counterparts.~~ This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. ~~Attorneys' Fees.~~ In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Assignment or with respect to any dispute relating to this Assignment, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the respective dates set opposite their signatures below, but this Assignment on behalf of such party shall be deemed to have been dated as of the date first above written.

ASSIGNOR:

ASSIGNEE:

EXHIBIT D
BILL OF SALE

~~___ a ___ ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, transfer, convey and deliver to ___ a ___ ("Buyer"), its successors and/or assigns:~~

~~All of the personal property owned by Seller (collectively, "Personal Property") located in or on the real property located at ___ in the City of ___, County of ___, State of ___, which Personal Property is more particularly described on Schedule 1 attached hereto and incorporated herein by reference.~~

~~Seller hereby covenants with Buyer that said Personal Property is free and clear of and from all encumbrances, security interests, liens, mortgages and claims whatsoever and that Seller is the owner of and has the right to sell same. Seller, on behalf of itself and its successors, does hereby warrant and agree to defend the title in and to said Personal Property unto Buyer, its successors or assigns against the lawful claims and demands of all persons claiming by or through Seller.~~

~~IT IS UNDERSTOOD AND AGREED THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY HEREIN SOLD AND THAT THIS SALE IS MADE "AS IS, WHERE IS" AND SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OTHER THAN THE WARRANTY OF TITLE SET FORTH ABOVE, AS TO THE PERSONAL PROPERTY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.~~

~~Buyer and Seller agree that this Bill of Sale shall be effective upon the delivery thereof by Seller to Buyer.~~

~~IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed this _____ day of~~

~~_____, _____.~~

SELLER:

BUYER:

EXHIBIT E

LEAD-BASED PAINT DISCLOSURE ADDENDUM

(TO BE COMPLETED IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978)

Seller and Buyer are parties to that certain Commercial Association of Brokers Oregon / SW Washington Purchase and Sale Agreement and Receipt for Earnest Money (Washington Commercial Form) dated _____, 20____ (the "Purchase Agreement") for the sale of the Property described therein. Capitalized terms used in this addendum without definition shall have the meanings given them in the Purchase Agreement. Except as expressly modified by this addendum and any other addendum to the Purchase Agreement executed by Buyer and Seller, the Purchase Agreement is unmodified. This addendum and the Purchase Agreement may not be modified except in a writing signed by both Seller and Buyer.

LEAD WARNING STATEMENT

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

AGENT'S ACKNOWLEDGMENT

Seller Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and Agent is aware of his/her responsibility to ensure compliance.

SELLER'S DISCLOSURE

.1 — Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain):

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

.2 — Records and reports available to Seller (check one below):

☐ Seller has provided Buyer with all available records and reports relating to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

☐ Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the housing.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they provided is true and accurate. A photocopy of this completed LEAD-BASED PAINT DISCLOSURE ADDENDUM, together with a copy of any documents listed in Section 2 of Seller's Disclosure above, may be treated as an original.

Seller Agent _____ Date _____ ← Seller _____ Date _____ ←
Selling Firm _____ Seller _____ Date _____ ←

BEFORE BUYER IS OBLIGATED TO PURCHASE THIS PROPERTY UNDER ANY PURCHASE AND SALE AGREEMENT, BUYER'S AND SELLER'S SIGNATURES ARE REQUIRED ON THE FORM BELOW.

BUYER'S ACKNOWLEDGMENT

.1 _____ **Buyer has received copies of all information listed above in Section 2 of Seller's Disclosure of this form.**

.2 _____ **Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."**

.3 _____ **Buyer has (check one below):**

☐ Elected a ten (10) day opportunity (or mutually agreed upon period) to conduct a ☐ risk assessment or ☐ inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, providing Buyer the right to rescind the Purchase Agreement by written notice to Seller no later than the end of such agreed upon 10 day period if Buyer is not satisfied in Buyer's sole discretion with the results of such risk assessments or inspection, as applicable. Buyer and Seller hereby agree the ten (10) day period described in the preceding sentence shall begin and end _____. Buyer's failure to provide written notice of Buyer's election to rescind the Purchase Agreement to Seller on or before _____, 20____ shall be deemed a waiver of Buyer's right to rescind as provided in this addendum. If Buyer timely elects to rescind the Purchase Agreement as provided herein, the Earnest Money shall be returned to Buyer, together with any interest thereon.

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Buyer _____ Date _____ ←

Buyer _____ Date _____ ←

CERTIFICATION OF ACCURACY

This section must be signed by Buyer before Seller signs lines below. The following parties have reviewed the information and certify, to the best of their knowledge, that the information they provided herein is true and accurate.

Buyer _____ Date _____ ← Seller _____ Date _____ ←

Buyer _____ Date _____ ← Seller _____ Date _____ ←

Buyer Agent _____ Date _____ ← Seller Agent _____ Date _____ ←

Buying Firm _____ Seller Firm _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE

Signature: *Patrick Ginn*

Email: patrick@ginngroup.com

Burton Drainage Facility

Declaration of Real Property as Surplus

September 14, 2020

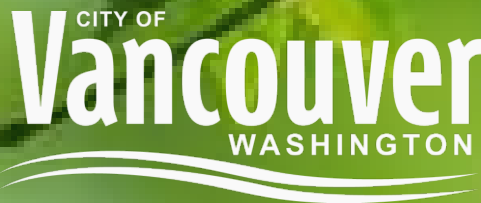
Vancouver City Council Public Hearing

Julie Hannon, Director, Parks and Recreation

Monica Tubberville, Senior Park Planner

Susan Steinbrenner, EPS Executive Director of Facilities

Cale Piland, EPS Director of Athletics and Activities



Presentation Outline

- Surplus & Disposition Process
- Site Orientation and Relationship to Existing Park System
- Proposal from Evergreen Public Schools (EPS)
- Next Steps

Surplus & Disposition Process

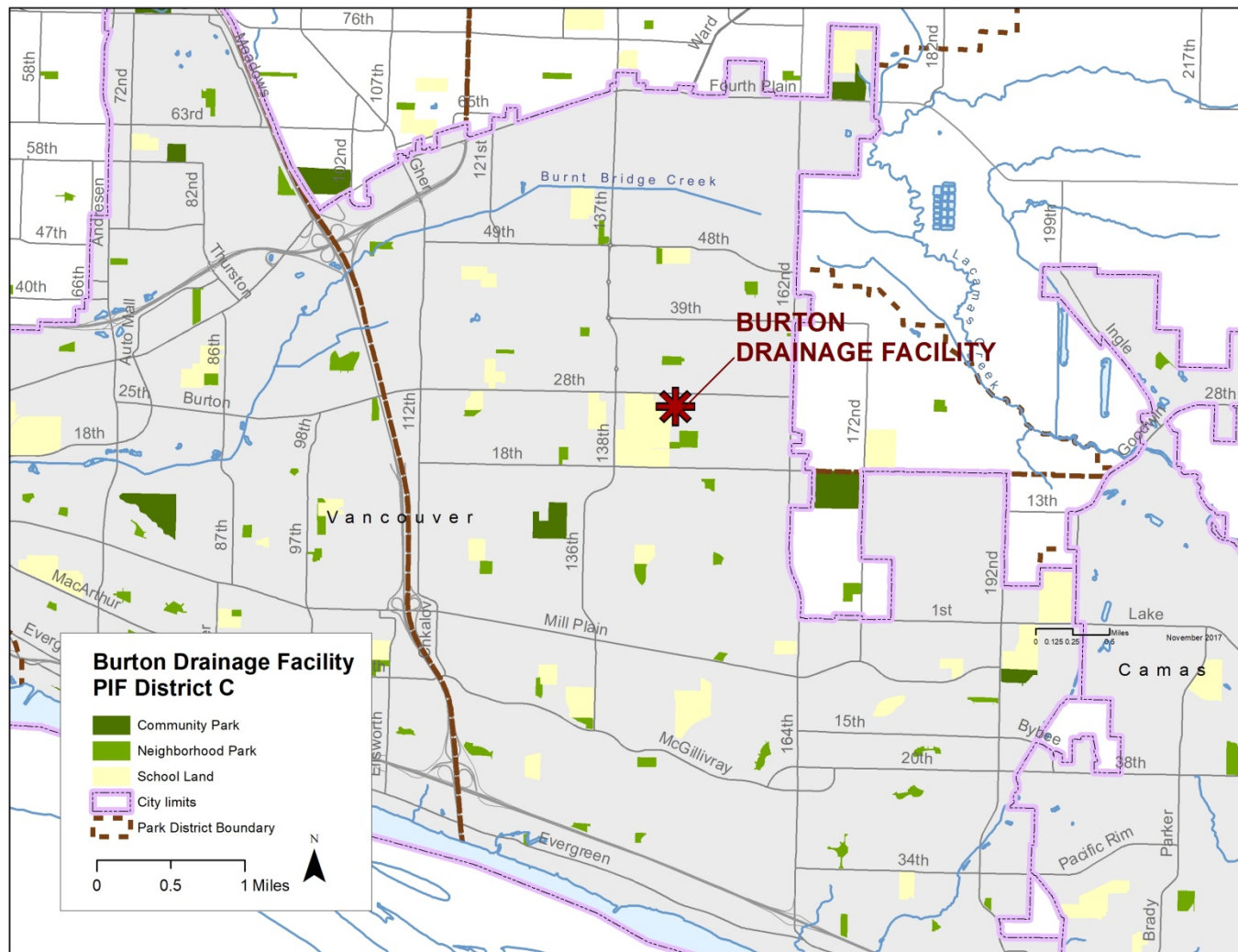
VMC 3.30 (Disposition of City-Owned Surplus Real Property)

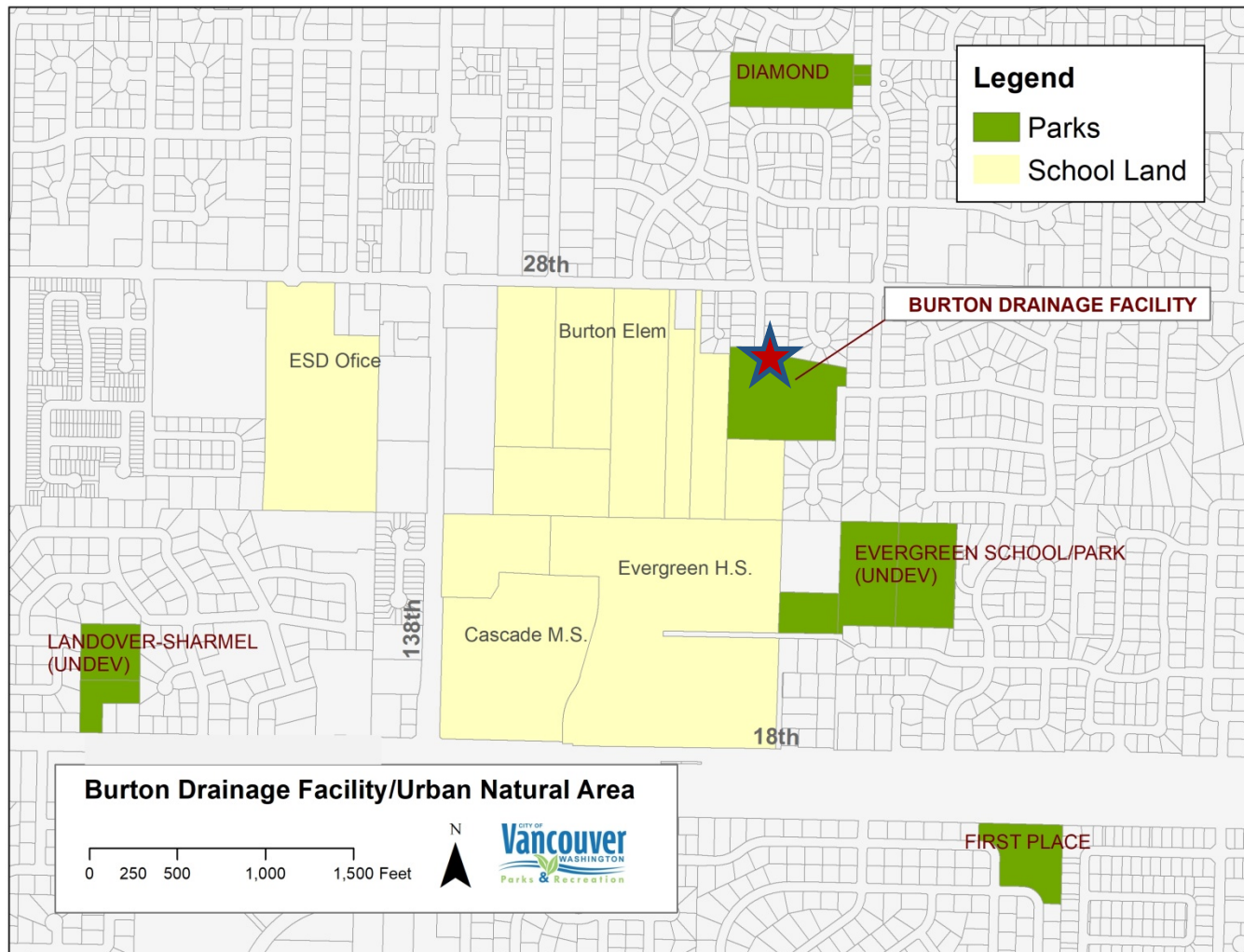
- Determine whether property declared surplus
- Method of Disposal
- Public Notice & Outreach

Declaration of Surplus

What we are requesting today:

- Adopt a resolution approving 4.76 acres of Burton Drainage Facility as surplus.
- Exclude approximately 2.2 acres for storm water infiltration to be retained by the City.
- City to continue to negotiate with EPS for sale of surplus property.





Property Information

- Single Parcel - 6.96 Acres
- Classified as Urban Natural Area in Park System Inventory
- Transferred through Annexation
- Title is not encumbered by committed funding sources
- Historical Use:
 - Storm water Infiltration
 - Programmed & Maintained by Evergreen Public Schools (EPS)
 - Passive Recreational Use by surrounding neighborhood





 PEDESTRIAN
ENTRY POINTS



Looking East / Southeast



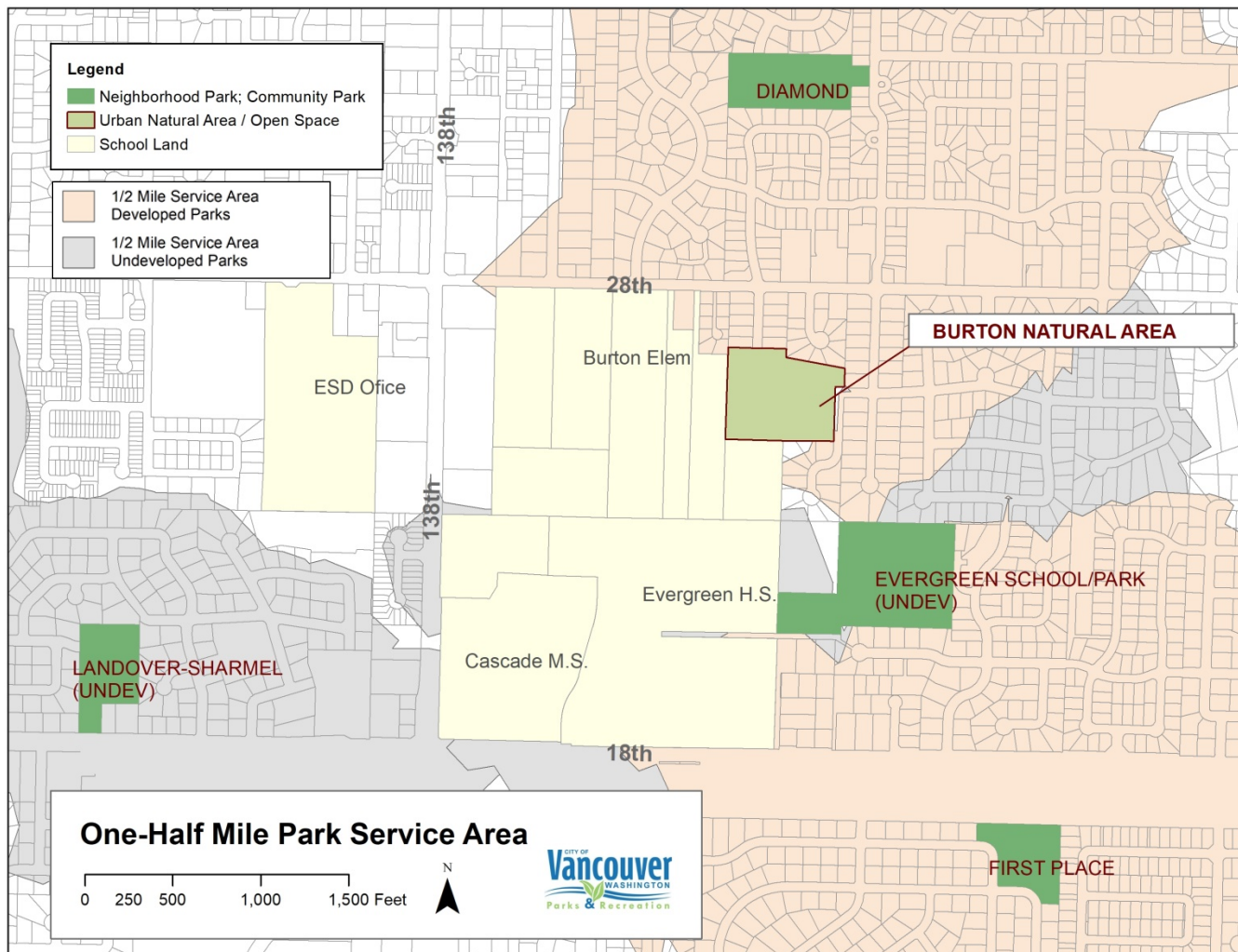
Looking South



Looking North

Park System Need Analysis

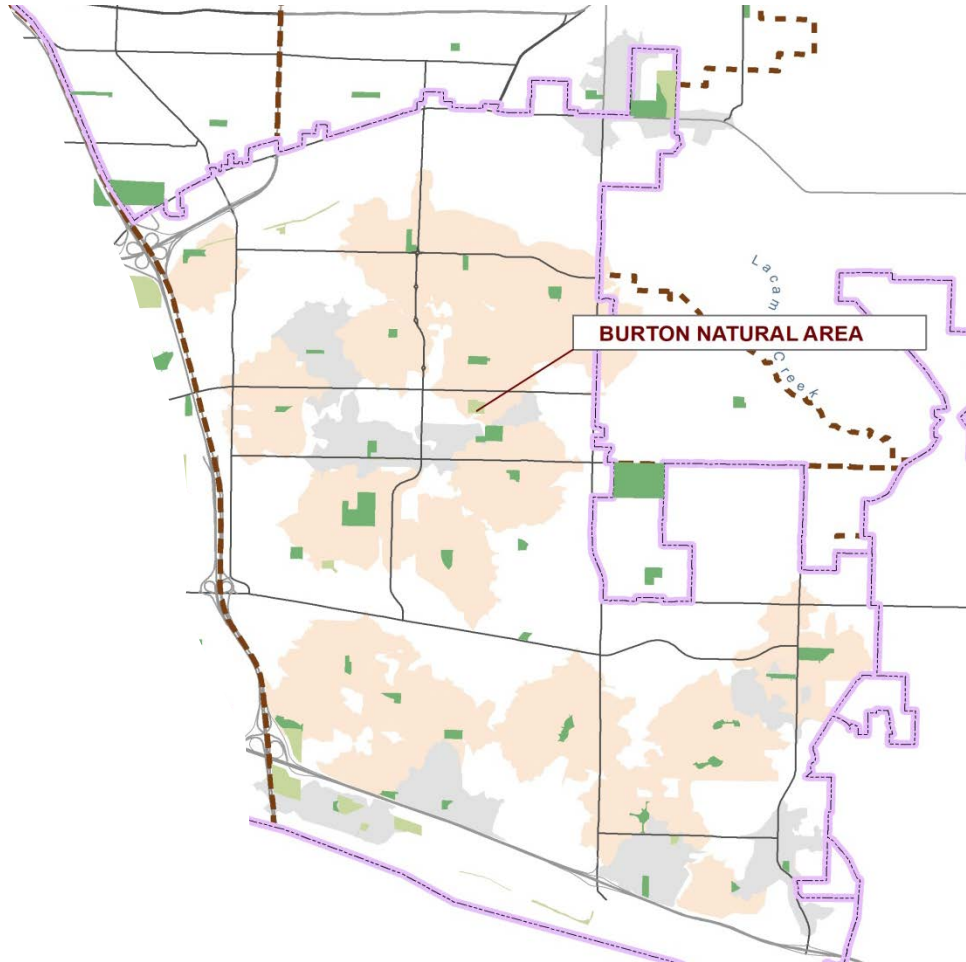
- Urban Natural Area Classification
- Limited Service Area
- Served by Other Neighborhood Parks
- Neighborhood Parks typically associated with Elementary Schools
- Not a preferred location for reclassification to Neighborhood Park
- City-wide shortage of athletic fields



Park Service Area PIF District C

Park Impact Fee District C

-  1/2 Mile Service Area
Developed Parks
-  1/2 Mile Service Area
Undeveloped Parks



Background

- EPS Bond Approval for sports field improvements at Evergreen HS
- City Parks and EPS explored partnership for development
 - Shortage of adult fields for city programming
 - Insufficient acreage to serve programming needs of both agencies
 - Funding not available for City to pursue sports complex independently

EPS Development Proposal

- Purchase 4.76 acres for sports field development
- City to retain 2.2 acres Storm water Infiltration Area
- Allows for comprehensive blend of field design with open space.
- EPS project to encourage pedestrian circulation and use of open space outside of field footprint.
- Appraised value \$950,000 (approx.)
- Sale Proceeds:
 - 50% Prepayment on Fenton interfund loan
 - 50% Priority park projects District C



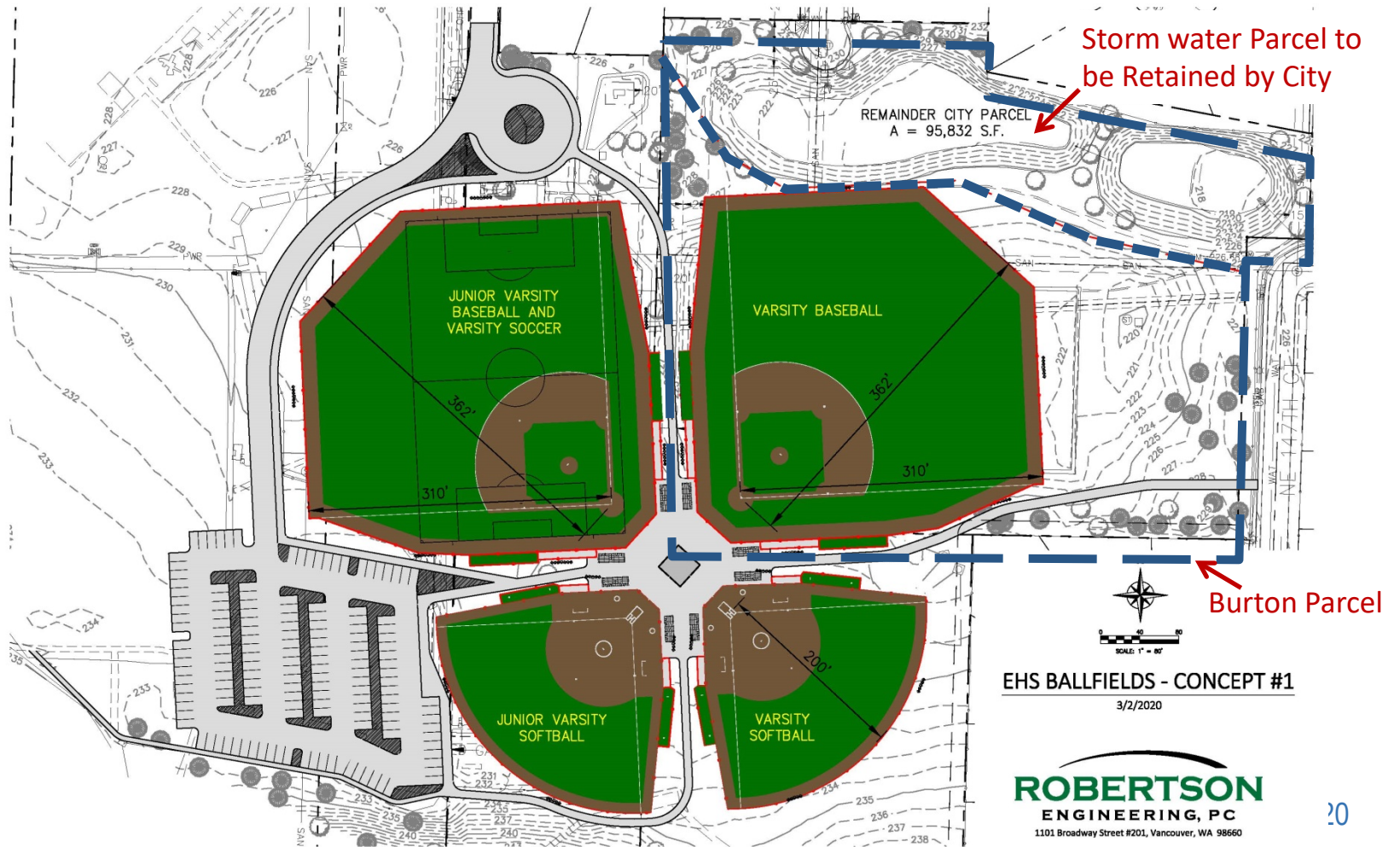
EPS Development Proposal

Existing Condition



Draft Proposal





Public Outreach – Expanded Process

- Communication with Neighborhood for over 6 months
- Expanded mailer circulation to ½ - mile distance
- Project Information Letter
- City Web-Page including project information & meeting notifications
- EPS Link for Public Input from mailings
- Open Houses

Summary of Public Outreach

- Traffic Congestion
- Parking on Neighborhood Streets
- Noise
- Field Lighting
- Other Concerns

Traffic Congestion



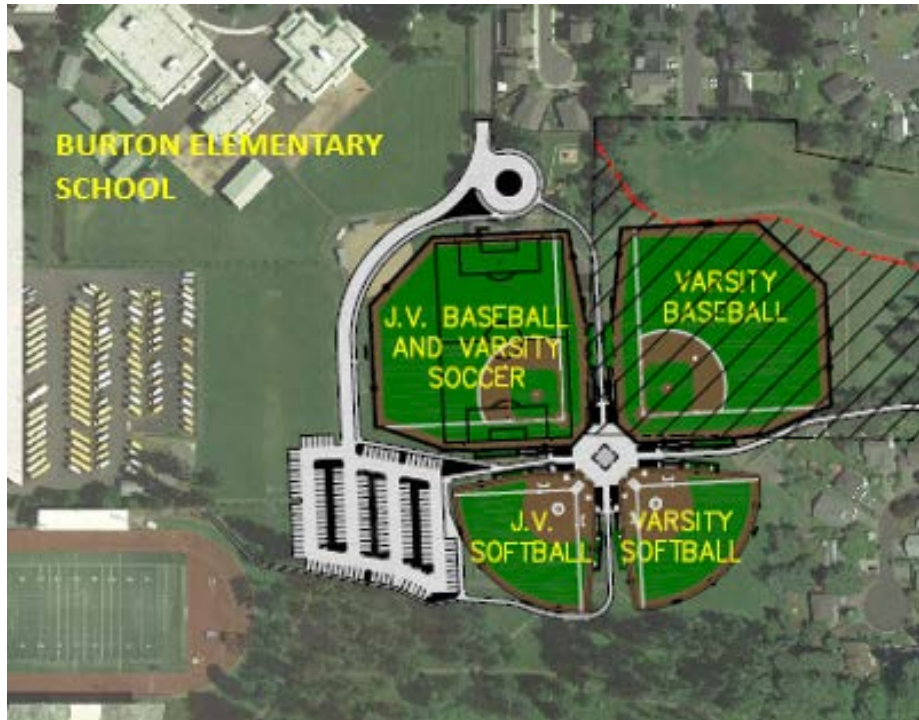
CONCERNS:

- 28th Street is already too busy creating more frustration
- Neighborhood traffic will increase with the addition of fields.

MITIGATION

- Traffic will be reduced when Burton Elementary is relocated
- We are relocating field locations; not adding a significant amount of field activity. The fields do move further east.
- Conduct a traffic study and follow the City's traffic mitigation requirements
- Consider a new road from 18th Street rather than entering from 28th Street

Parking on Neighborhood Streets



CONCERNS:

- People attending games will park in the neighborhood, particularly on the 147th Street cul-de-sac. Problem already exists during events at McKenzie Stadium

MITIGATION

- The size of the parking lot was increased to discourage patrons from parking in the neighborhood
- Parking is located on the west side of the site to accommodate overflow parking during events at McKenzie Stadium
- Spectator seating is closest to the parking lot to encourage people to use the parking lot rather than park in the neighborhood.
- Consider re-routing the walking path from 147th into the park (but still provide access for foot traffic to the school).
- Place temporary signage prior to games to discourage parking in the neighborhood

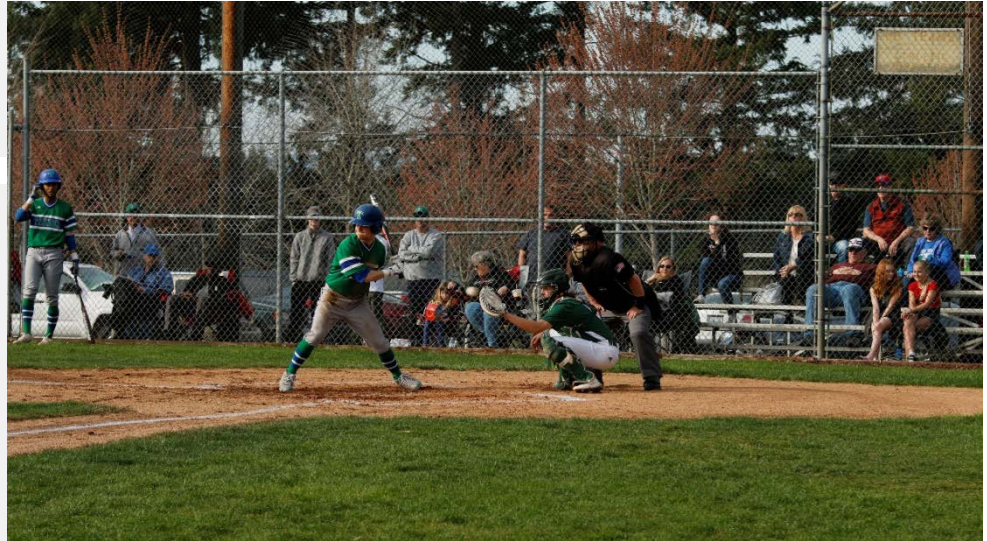
Noise

CONCERNS:

- Increased activity associated with the fields will create additional noise all day and night

MITIGATION

- Unlike McKenzie Stadium, fields are not for district wide use; typically smaller.
- Swapping the soccer field (lower level) with the baseball fields (upper level) will not significantly increase noise.
- Consider board policy to not allow adult leagues to rent the fields after school hours. (fields are too short for adult leagues)
- Address noise concerns with adult coaches who supervise district athletes during practices and games



Field Lighting

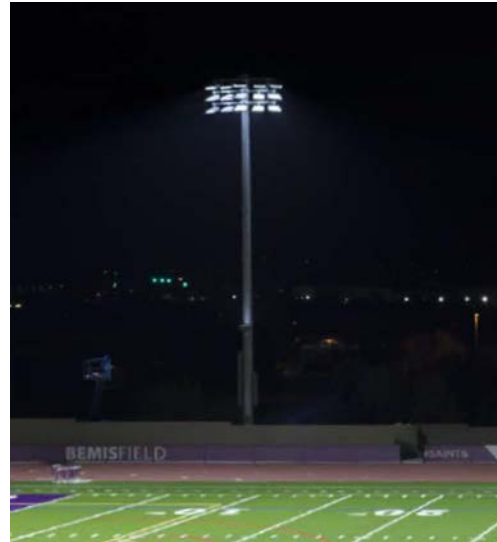
CONCERNS:

- Field lights will be on all night long, the district will rent fields to adult leagues that play late

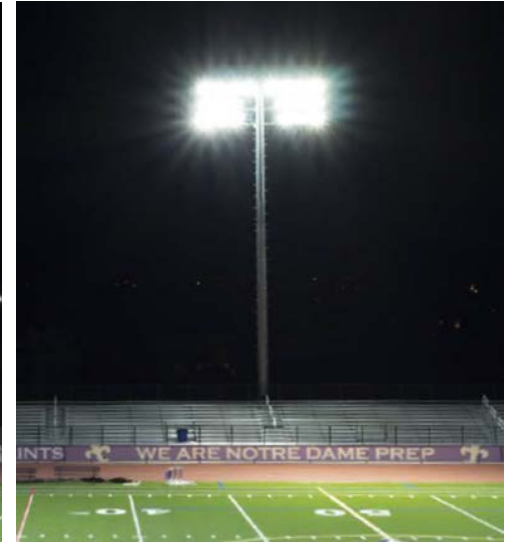
MITIGATION

- High school games typically start at 4:00 or 5:00 and are over by 8:00 pm.
- Specify glare shields on field lights (use lighting on the left, not on the right)
- Perform a photometric study to understand light levels and light pollution
- Consider board policy to identify “lights out” time

New Lighting Technology



Outdated Technology



Other Concerns

CONCERNS:

- Adult Leagues/Hours of field use
- Mature trees will be removed
- Open space is actively used
- People moved here because of the park, now it is being taken away
- The fields will decrease property values



MITIGATION

- Few mature trees will be removed but will be replaced with additional trees per the City standard requirements.
- Consider an additional landscape buffer on the southeast side of the site
- The current design reserves approximately two acres of open space that will be maintained by the district.
- The district will improve the quality of the open space by adding paved paths, path lighting for security, maintained vegetation and sight lines for security, level grade, and additional supervision.

No Acquisition Option?

Option 1:



Option 2:



Key Points

- Many strategies exist to plan a comprehensive use of the site and mitigate many of the neighborhood concerns to maximize community benefits.
- If the property is not surplus, the city would take on site maintenance.
- Parks and Recreation Advisory Commission support the proposed Declaration of Surplus and sale to EPS for continued recreational use.
- Surrounding neighborhoods are served by improved parks that are consistent with Council adopted park standards.
- Declaring this property as surplus to city needs will allow for development of additional sports fields needed to serve EPS students and improve participation equity and continued community use of open space.

Declaration of Surplus

What we are requesting today:

- Adopt a resolution approving 4.76 acres of Burton Drainage Facility as surplus.
- Exclude approximately 2.2 acres for storm water infiltration to be retained by the City.
- City to continue to negotiate with EPS for sale of surplus property.

Next Steps

Site surplus would allow for the following steps:

- Disposition of Burton Drainage Facility through negotiations with Evergreen Public Schools as the adjoining property owner.
- Return to Council for approval of Disposition – October 13th
- Continued work with EPS to complete due diligence to evaluate mitigation options and site design.
- Purchase and Sale Agreement approval by Council

Questions and Discussion

Julie Hannon, Director, Parks and Recreation
360-487-8309

Monica Tubberville, Senior Park Planner
360-487-8353

Susan Steinbrenner, EPS Executive Director of Facilities
Cale Piland, EPS Director of Athletics and Activities



Staff Report 126-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/14/2020

SUBJECT Declaration of Real Property as Surplus / Continued from 3/16/2020 NE 28th Street:
NE 145th Avenue, Burton Drainage Facility / Urban Natural Area

Key Points

- Burton Drainage Facility is a single parcel, approximately seven acres in size (AFN 110089420) located south of NE 28th Street at NE 145th Avenue, and immediately east of Evergreen High School. The property is zoned Park (P).
- The property was secured through Clark County Parks and transferred to the City through annexation prior to 2000. No park impact fees, utility fees or grant funds were associated with acquisition per available records.
- The City property is classified as Urban Natural Area or Urban Open Space in the parks inventory system. Surrounding neighbors use the site for passive recreational uses. Per adopted park standards, adjoining neighborhoods are served by developed neighborhood parks located within a one-half mile walking distance, including Diamond and First Place, both improved in 2019.
- The northern 2.2 acres are used for City storm water infiltration with the remaining City property programmed and maintained by Evergreen School District for sports practice activities. No City recreation programming occurs at this location, there have been no City Parks capital improvements in the past and no funding is currently earmarked for future improvements at this site.
- Following the 2018 voter authorized School bond, Evergreen Public Schools (EPS) is proceeding with major improvements and redesign of the Evergreen High School complex to provide a dual purpose football field and track area without changing the current number of fields. The fields will be rearranged to facilitate more functional use, preserve community access to the existing green space, and provide improved opportunity and equity for sports participation and improve ADA access to these amenities
- Parks and EPS explored opportunities to collaborate on joint sports field improvements and

programming to integrate the Burton site into the school project. The analysis concluded that the property size and configuration are insufficient to serve the needs of both agencies. Funding is not available through existing City sources to improve the site for much needed sports fields independently.

- As an alternative to building the project exclusively on school property, EPS approached the City to purchase a portion of the adjoining City ownership to integrate the park into the planned field development. This alternative would facilitate a more efficient design with the challenges of the sloped terrain and allow for a more comprehensive blend of the field design with the open space. This alternative would also provide continued maintenance of the site by EPS versus reverting the park maintenance responsibility back to the City of Vancouver. The City property is underutilized, and declaring the property surplus will allow a portion of the parcel to be used for expanded all-season recreational opportunities for students, leagues and tournaments as well as cross circulation trails and passive recreational use by the surrounding neighborhood.
- The Parks and Recreation Advisory Commission reviewed this proposal on February 19th and supports the surplus of the estimated 4.76 acres outside of the storm water area, followed by disposition through negotiations with EPS for purchase of the property for sports field development.
- The parcel (excluding the 2.2 acre storm water area) was appraised at \$950,223. Sale proceeds can be used at alternative locations to address priority City Park projects.

Strategic Plan Alignment

Goal 4: Ensure that Vancouver's parks and trails system is the highest quality and most complete in the region.

Goal 10, Objective 10.1: Lend the City's support, as appropriate, to assist with the success of community projects.

This proposed site surplus recognizes that the site is not identified as a priority location for park improvements, and surrounding neighborhoods are within the half-mile service area of two recently updated parks. The property has been used and maintained by EPS for several decades, and the proposed surplus and sale would facilitate EPS's sports field improvements to complement community recreational opportunities and support a strong long-standing interagency partnership. Sale revenue would support other priority park projects in underserved areas for more equitable distribution of outdoor recreation opportunities.

Present Situation

Burton Drainage Facility, also known as Burton Natural Area, is 6.96 acres located immediately east of Evergreen High School. The property was acquired by Clark County Parks and transferred to the City prior to 2000 through annexation. There are no records indicating that the site was acquired with park impact fees, utility or grant funding, therefore no associated deed restrictions encumber the property title or sale.

The northern 2.2 acres are used for stormwater infiltration with the remaining area programmed and maintained by EPS for sports and band practice activities. No City recreation programming occurs at this location, there have been no City Parks capital improvements in the past and no funding is currently earmarked for future improvements at this site. The property is currently classified as Urban Natural Area in the park land inventory.

As part of the 2018 Bond, Evergreen Public Schools is committed to improvements at Evergreen High School, including converting existing grass baseball and softball fields to synthetic turf, and building a new dual purpose football and track field. The improvements will meet federal Title IX requirements to provide improved opportunity and equity for student sports participation. The equity issue relates specifically to field amenities and a concern with the proximity of locker room facilities. This project would provide equal access to both fields by relocating the baseball field near the softball field and adding parking and other equal amenities.

Originally, EPS approached the City to explore opportunities to collaborate on joint sports field improvements at this location. There is an overall shortage of sports fields to serve students, leagues and tournaments city-wide and the department was supportive of the proposed partnership to expanded all-season field opportunities. Unfortunately, a detailed analysis concluded that the site was too small to serve the needs of both agencies, and funding is not available through City resources to pursue a sports complex independently. EPS then approached the City to purchase a portion of the adjoining City parcel to facilitate a more efficient and functional design with the challenges of the sloped terrain and allow for a more comprehensive blend of the field design with the open space.

The preliminary EPS project design integrates the City property into the overall plan, with one baseball field placed in the footprint of the existing soccer field located on City ownership with the remaining eastern portion remaining relatively unchanged and open to public use. The design includes improvements to the existing path system to continue and encourage passive uses on and through the site. Only the fields themselves would be closed to the public outside of scheduled events. Added parking is included on EPS ownership to serve the facility and discourage neighborhood street parking during events. Proposed lighting employs the latest technology to minimize any bleed outside of the field area that would impact the closest residences.

A hearing was held on March 16th at the beginning of the COVID response and continued to a future date to provide more opportunity for public notice and input given the limitations related to the pandemic. In coordination with EPS a mailer was sent out to all properties within one-half mile of the site on June 29th, with a City and EPS website available for additional information and public input. These documents are included as attachments to this report. A total of 967 mailers were circulated with only a handful of responses received to date. Public comments received have focused on concerns regarding traffic, noise and lighting associated with the field development. To offer additional opportunity for input, Park and EPS staff will host two dates for small group gatherings on-site prior to the public hearing. A summary of comments will be provided at the September 14th hearing.

Consistent with Vancouver Municipal Code 3.30 (Disposition of City-Owned Surplus Real Property) a notice for the continued hearing was again published in the Columbian, signs were posted at four entrances to the site, and notice was mailed to surrounding residents. The distribution of the mailed notice was expanded from the codified 500 foot radius to one-half mile in order to provide opportunity for greater public feedback.

Following continued discussions with EPS, Public Works and Stormwater staff, Parks recommends that the 4.76 acres located outside of the stormwater treatment area be declared surplus for disposition by negotiations with EPS for sale and development of expanded recreational amenities. This proposal would allow EPS the opportunity to meet its identified need to expand sport field use, support a long standing inter-agency partnership, and serve the students, a variety of community sports organizations, as well as increase ADA access to this site. The site improvements will also include community trails and opportunity for passive use.

The total parcel is assessed at \$1,047,640 with the portion proposed for sale to EPS appraised at \$950,223 (excludes the 2.2 acre stormwater treatment area). Revenue would not be encumbered by park impact fee or grant use restrictions.

The Parks and Recreation Advisory Commission reviewed this proposal on February 19th and supports the surplus of the estimated 4.76 acres and disposition through negotiations with Evergreen School District for purchase of the property for sports field development.

The parcel submitted for Council review for consideration as surplus is outlined in the attached Surplus Property Report and map (Exhibit A).

Vancouver Municipal Code 3.30 provides a predictable policy and procedure governing disposition of real property that is surplus to the needs of the City and where such disposition provides the City a reasonable return. If determined to be surplus, the disposition requires a separate hearing and action to determine the method of sale.

Advantage(s)

1. The proposed surplus property would allow for expanded all-season youth and community league sports through EPS, as well as provide City Parks with resources for capital project priorities.
2. Current project schematics reflect the inclusion of walking paths to continue public pedestrian cross-circulation through the site. Approximately 2 acres on the east side provides a buffer zone that would remain open for public passive use when not reserved by sports teams, and the City-retained 2.2 acre stormwater area on the north provides an additional buffer for adjoining residential properties.

Disadvantage(s)

The current use as a totally passive area will change, however the preliminary design provides for a passive use area buffer closest to the neighborhoods to help mitigate and integrate the field design and associated lighting for the planned sports fields.

Budget Impact

An estimated \$950,223 would be deposited into the Parks capital fund. One-half of the sale proceeds will be used for an advanced payment on the outstanding interfund loan for purchase of the Fenton Community Park property completed in 2018 and located in the same park district. The remaining half will be used to supplement existing resources for priority park projects.

Prior Council Review

A hearing was held on March 16th at the beginning of the COVID response and continued to a future date to provide more opportunity for public notice and input.

Action Requested

On Monday, September 14, 2020, subject to public hearing, adopt a resolution declaring the subject property as surplus.

Monica Tubberville, Senior Planner, 360-487-8353

ATTACHMENTS:

- ▣ Burton DF Map_Exhibit A
- ▣ Burton DF Surplus Property Report
- ▣ Burton DF Surplus Resolution
- ▣ Burton DF Outreach Letter
- ▣ Presentation

Burton Special Facility/ Drainage Facility- Exhibit A
Surplus Property Report
September 14, 2020



SURPLUS PROPERTY REPORT

Burton Special Facility / Drainage Facility

City Council Hearing September 14, 2020

The City of Vancouver is requesting that the subject parcel described below be declared as surplus to the needs of the City as per VMC 3.30 and Resolution M-XXXX.

- Parcel number 110089420 located south of NE 28th Street at 145th Avenue consists of approximately 6.96 acres. The property is zoned Park (P). A map designating exact location of the parcel is attached as Exhibit “A”.
- The property was transferred from Clark County (Parks) to the City of Vancouver through annexation in prior to 2000. No park impact fees, utility fees or grant funds were associated with the purchase of this site.
- The property does not include City park improvements nor is it used for city programmed recreational purposes. Approximately five acres of the site are used as a practice soccer field by Evergreen School District, with the remaining area on the north used for City storm water infiltration ponds.
- This location is not well suited for neighborhood park development and the surrounding residents are within the service area of two recently improved parks, including Diamond and First Place Neighborhood Parks. Therefore it has been determined that future municipal use of the parcel is not needed for park and recreation purposes.
- Staff recommends that the parcel be declared as surplus real property excluding that portion to be identified by City of Vancouver Public Works for stormwater infiltration (approximately 2.2 acres), with the remainder (4.76) disposed of through a negotiated sale with the adjoining property owner (Evergreen School District). The final survey for is pending to finalize acreage and value calculations based on a recent appraisal.
- Deed restrictions include an access easement and various city utility easements, some of which can be relinquished prior to sale of the property.
- Staff proposes that proceeds from this sale be credited to the Parks capital fund with one-half used for an advanced payment on the outstanding interfund loan for purchasing the Fenton Community Park property completed in 2018 and located in the same park district. The remaining half will be used to supplement existing resources for priority park projects.
- The current assessed value of the 6.96 acre parcel is \$1,047,640. A fair market value appraisal was completed in August 2019. The appraised value for the recommended 4.76 acre surplus area is approximately \$950,223.

DATE: September 14, 2020

RESOLUTION NO. M-_____

A RESOLUTION of the City of Vancouver declaring certain real property as surplus, directing its disposal and method of disposition.

WHEREAS, the City of Vancouver acquired the real property listed on the attached Exhibit A (“Subject Property”); and

WHEREAS, Council reviewed Staff Report No. _____ and the surplus property report related to the Subject Property; and

WHEREAS, Council held a public hearing on September 14, 2020 to consider the surplus status of the Subject Property and whether the Subject Parcel should be disposed of or retained; and

WHEREAS, the Subject Property on Exhibit A is surplus to the needs of the City; and should be disposed of by means of a negotiated sale;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The Subject Property is declared surplus to the needs of the City as described in Staff Report No. _____.

Section 2. The Subject Property shall be disposed of by means of negotiated sale.

Section 3. The City of Vancouver Property Services Manager or designee is directed to prepare a proposal for disposition in compliance with this Resolution and Chapter 3.30 VMC.

ADOPTED at a Regular Meeting of the Vancouver City Council this 14th day of September, 2020.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

Jonathan Young, City Attorney

Exhibit A

Assessor's parcel number 110089-420 consisting of approximately 6.99 acres. The real property is more particularly described as follows:

BERDIE ACRES LOT 6 & DAYWOOD #1 LOT 12 SUB 91

Proposed Evergreen High School Athletic Field Improvement Notice

As part of the 2018 voter-authorized bond, Evergreen Public Schools (EPS) committed to converting existing grass baseball and softball fields at Evergreen High School to synthetic turf, and building a new dual purpose football and track field. To provide a more efficient and functional design with the challenges of the sloped terrain, EPS approached the City of Vancouver to purchase a portion of an adjoining city-owned parcel known as Burton Natural Area. The parcel is 6.9 acres and located south of N.E. 28th Street at 17th Avenue. Burton Natural Area includes a soccer field improved and maintained by EPS since the 1990s as well as storm-water treatment swales (marshy areas) maintained by the City.

The current number of athletic fields is not changing. They are being rearranged and resurfaced to facilitate more functional use, programming and maintenance. The preliminary design identifies one baseball field in the footprint of the existing soccer field, located on City ownership, with remaining fields on EPS ownership. The Burton site will preserve community access including a green space on the east side and paved pathways for pedestrian use. Only the synthetic turf fields will be fenced for security. The City would retain the northern 2.2 acres encompassing the stormwater treatment area. If approved, the project could break ground as early as June 2021 and be ready for spring sports in 2022.

Evergreen High School is the only comprehensive high school in the district without dedicated facilities for both PE and sports, instead using McKenzie Stadium when available. Federal Title IX regulations require equal access opportunities, including sports. To provide EHS with a dual purpose football and track area, existing baseball fields are proposed to be relocated to the new area and turfed for more all season use. Field lighting is proposed to extend use of the fields and maximize the return on investment by the community. Lights will be shielded to control light levels and meet all local standards.

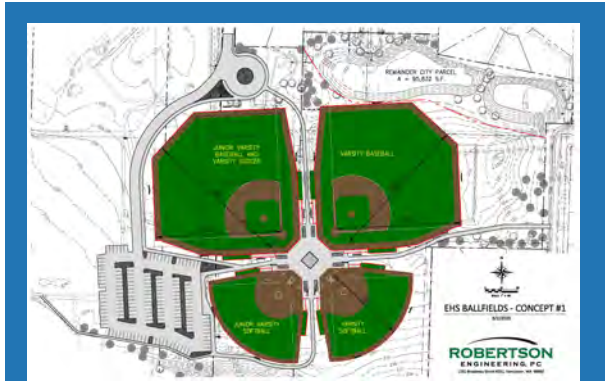
Burton Elementary School will be rebuilt in the near future on land currently housing the district’s administrative offices. When that project is completed, there will be opportunity to update the bus transportation facility, warehouse, and maintenance operations area, including a new parking lot to discourage neighborhood on-street parking during sports events and provide overflow parking for events at McKenzie Stadium.



Burton Natural Area - Aerial View



Burton Stormwater Drainage Facility



Ball Fields Concept Detail

-continued on reverse-



Evergreen High School Conceptual Athletic Plan

Public Review Process

Both EPS and the City of Vancouver have specific statutory public review processes when selling and/or purchasing property, including a third party appraisal process. This notification is intended to provide more understanding of the public review processes for both agencies and the athletic field development project to all properties within one-half mile of the site. All public meetings will be subject to Washington State and Clark County COVID-19 executive orders and dates may be subject to change. Opportunities for public input are detailed below:

- 1
- City of Vancouver Surplus Hearing: Consistent with Vancouver Municipal Code, the City will hold a public hearing to determine if the property is surplus to City needs. Should the City decide to not surplus the property, the district will install synthetic turf fields on their existing property to meet the 2018 bond commitments. This hearing is tentatively scheduled for August 3, 2020 at 6:30 p.m. at Vancouver City Hall. All public hearings provide an opportunity for additional public testimony and a public notification process. Visit cityofvancouver.us/BurtonSale for remote public testimony and hearing information.
- 2
- Open House: The district will host an open house later this summer if the City determines to surplus the property. The open house will be for interested community members to hear more about the project, ask questions, and offer input. To be notified when the meeting will be held, email your contact information to community.relations@evergreenps.org.
- 3
- City of Vancouver Disposition Hearing: Pending the outcome of public input and the City Council decision at the Surplus Hearing, a second public hearing will be held to determine the sale of the property. This hearing is tentatively scheduled for September 14, 2020 at 6:30 p.m. at Vancouver City Hall. Visit cityofvancouver.us/BurtonSale for remote public testimony and hearing information.
- 4
- Evergreen School Board Meeting: The School Board will discuss the proposed land purchase following conclusion of the City's decisions regarding the proposed surplus and disposition. This is tentatively scheduled for October 13, 2020 at the District Office.
- 5
- Project Land-Use Application Review: Following completion of the process above to determine the location of the sport field improvements, the district will apply for a Type II land-use permit through the City in the Fall of 2020 after preliminary design is complete. This includes a standard public notification and comment process.

Learn more at cityofvancouver.us/BurtonSale



Item #18.

TO: Mayor and City Council

FROM: Eric Holmes, City Manager; Dan Lloyd, Assistant City Attorney

DATE: 9/14/2020

SUBJECT Consideration of Ethics Complaint regarding Mayor McEnerny-Ogle

Action Requested

Council determination, based on the allegations and analysis, whether to refer the matter to the Hearings Examiner to conduct a full investigation.

ATTACHMENTS:

- ▣ Cover Memo
- ▣ Council Policy 100-36 - Code of Ethics
- ▣ City Attorney legal analysis
- ▣ Bird ethics complaint
- ▣ Ethics complaint attachment 1
- ▣ Ethics complaint attachment 2



DATE: September 8, 2020

TO: City Council

FROM: Eric J. Holmes, City Manager

RE: **Consideration of Ethics Complaint regarding Mayor McEnerny-Ogle**

On August 17, the City manager's office received a complaint alleging ethics violations by Mayor McEnerny-Ogle. It is attached for Council's reference.

Consideration of this complaint falls under the provisions of City Council Policy 100-36 – City Council Code of Ethics and Conduct (copy attached). Section 8 of this policy defines the process for an individual to file a complaint as well as for the Council's consideration of a complaint. Pursuant to the policy, the complaint has been reviewed by Dan Lloyd of the City Attorney's office. Mr. Lloyd's analysis is attached for Council's reference.

At Monday's meeting, Council will need to determine, based on the allegations and analysis, whether or not to refer the matter to the Hearings Examiner to conduct a full investigation.

Given that the complaint is regarding the Mayor, the Mayor will need to abstain from the proceedings; she need not physically recuse herself. Mayor Pro Tem Glover will preside over the Council's consideration of this matter.

Questions may be directed to Dan Lloyd or me.



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX Administrative/Council/City Manager			
Subject	Number 100-36	Rev. B	Effective Date 7/18/11	Page 1 of 9
City Council Code of Ethics and Conduct	Supersedes 12/20/99	Prepared by: [City Manager]	Approved by: [Mayor]	

1.0 **Purpose**

The purpose of this policy is to establish a formal code of ethics by which Councilmembers will conduct themselves while serving on the Vancouver City Council.

2.0 **Organizations Affected**

City Council/City Manager

3.0 **References**

City Council Resolution M-3268, December 20, 1999
City Council Resolution M-3741, July 18, 2011

4.0 **Declaration of Policy**

It is essential to the proper administration and operation of the City of Vancouver that the City Council be and give the appearance of being independent and impartial; that elective office with the City of Vancouver not be used for personal benefit; and that the public have confidence in the integrity of the City. In recognition of these goals, the City has adopted this Code of Ethics, which is applicable to all members of the City Council.

The purpose of this Code is to establish standards of ethical conduct applicable to the City Councilmembers, including the Mayor, in the discharge of their duties by prescribing essential restrictions against conflict of interest and other conduct not consistent with good ethical practices while not creating unnecessary barriers to public service. To that end, Councilmembers should not be denied the opportunity available to all other citizens

to acquire and maintain private economic interests, except in circumstances in which a conflict of interest would reasonably result.

It is required that all Councilmembers comply with the law and all other applicable rules and regulations governing the conduct of public officials. The standards in this Code shall not preclude other standards required by law including but not limited to, Ch.42.23 RCW- Code of Ethics for Municipal Officers-Contract Interests, Ch. 42.20 RCW- Misconduct of Public Officers and Ch. 42.36- Appearance of Fairness. Nothing in this Code of Ethics shall be construed to limit full compliance with applicable federal and state laws and applicable rules and regulations governing the conduct of public officials now existing or hereinafter enacted.

5.0 Avoidance of the Appearance of Impropriety

All members of the City Council should conduct their official duties with integrity and impartiality and in a manner that avoids even the appearance of impropriety or a conflict of interest between public duties and private interests.

No Councilmember shall, by their conduct or participation in activities, give reasonable basis for the impression that any person can improperly influence the Councilmember or unduly enjoy the Councilmember's favor in the performance of official City actions, or that the Councilmembers is affected in the performance of the official act or actions by the kinship, rank, or association with any person.

Example:

A Councilmember actively pursues the award of a city contract to a company owned by a close friend. Such activity gives the appearance of impropriety and should be avoided.

6.0 Standards of Ethical Conduct

A. Personal Interests in Contracts Prohibited

No Councilmember shall participate in their capacity as a councilmember in the making of a contract in which the Councilmember has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Except, that this prohibition shall not apply where the councilmember has only a remote interest in the contract as defined in RCW 42.23.040 and summarized below and where the fact and the extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership without counting the vote or votes of the Councilmember(s) having the remote interest

For purposes of this section, a "remote interest" means:

1. that of a non-salaried officer of a non-profit corporation;
2. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. that of a landlord or tenant of a contracting party;
4. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

B. Personal Influence in Contract Selection Prohibited.

No Councilmember shall influence the City's selection of, or its conduct of business with, a corporation, person, or firm having or proposing to do business with the City if the Councilmember has a personal financial interest, direct or indirect in or with the corporation, person, or firm, unless such interest is a remote interest as defined in RCW 42.23.040 and summarized herein and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the Councilmember(s) having the remote interest.

Example:

A Councilmember is requested to vote to award a contract to a company that employs the Councilmember. If the Councilmember has a beneficial interest in the contract either direct or indirect such as through a business profit sharing plan, the contract cannot be approved. If the Councilmember has no such interest and/or is subject to the remote interest rule, the Councilmember must disclose his/her interest and abstain from voting. Further, the Councilmember may not attempt to influence the votes of other Councilmembers. Questions regarding these kinds of situations should be directed to the City Attorney for review.

C. Disclosure of Confidential Information

A Councilmember shall not disclose or use any confidential, privileged, or proprietary information gained by reason of his or her position for a purpose other than a City purpose; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request. Information obtained during Executive Sessions is deemed confidential.

Examples:

A Councilmember purchases land with advanced, undisclosed knowledge of the route of a new transit line that, when completed, will substantially increase the value of the land.

The Councilmember's purchase of the land based on "inside" information violates this section of the Code of Ethics.

While having a conversation with Union leadership, a Councilmember discloses information discussed during Executive Session about labor negotiation strategy. The Councilmember's conduct violates this section's prohibition against disclosing information discussed in Executive Session.

D. Acceptance of Compensation, Gifts, Favors, Rewards, or Gratuity Prohibited.

1. City Councilmembers may not, directly or indirectly, give or receive, or agree to give or receive, any compensation, gift, favor, reward, or gratuity for a matter connected with or related to the officer's performance of official duties for the city. Prohibited conduct includes, but is not limited to, the following:

- a. Accepting cash or other cash equivalents such as gift cards or gift certificates regardless of value except as part of an internal, recognized, and sanctioned city incentive program.
- b. Accepting gifts, gratuities, loans, entertainment or other items of value from anyone with whom the city regularly transacts business, who has or seeks a contract with the city, or who desires other official action from the city.
- c. Giving, offering or promising anything of value to a customer, a potential customer, or a financial institution in connection with any transaction or business that the city may have with that customer, potential customer, or financial institution.
- d. Misusing confidential city information or disclosing such information to any individual who does not have a need to know the information.
- e. Using the city's name, account or credit to purchase merchandise for personal use

2. Exceptions. The prohibition regarding accepting compensation, gifts, or rewards shall not apply to:

- a. Receiving items from family members or friends where it is clear beyond a reasonable doubt that the gift was not made to gain or maintain influence;
- b. Receiving items exchanged equally among Councilmembers at a social event hosted or sponsored by an officer of the city for other officers or employees of the city.
- c. Receiving items of nominal value provided for advertising purposes such as pens, calendars, or items received at a conference;
- d. Payment by a governmental or non-governmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance or trade mission made in an official capacity. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
- e. Payment of fees and reasonable travel expenses for attending seminars or educational programs sponsored by a government or *bona fide* non-profit professional, educational, trade or charitable association or institution. Reasonable

expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;

- f. Discounts available to the individual as a member of a group, occupation or similar broad-based group;
- g. Awards, prizes, scholarships or other items provided in recognition of academic, sport, or scientific achievement;
- h. Attendance of the Councilmember at a hosted meal where official attendance by the Councilmember as a city representative is appropriate;
- i. Campaign contributions that are in compliance with Chapter 42.17 RCW.

Example:

The Anyname Company has submitted a bid on a City project. The President of Anyname approaches a City Councilmember and promises that if his firm is the successful contract bidder, he will buy supplies from a firm owned by the Councilmember. The Councilmember promises to use his/her position to secure the contract for Anyname. Such actions are a violation of this section of the Ethics Code.

E. Certain Employment Prohibited.

No City Councilmember shall engage in or accept employment or render services for any employer when such employment or service creates a conflict of interest with a duty owed to the city or conflicts with the proper discharge of official city duties.

Example:

A Councilmember, who is also a real estate agent, represents a client who is in competition with the City for a parcel of land. The Councilmember is in violation of this section of the Code of Ethics.

F. Personal Interest in Legislation Prohibited.

No City Councilmember shall benefit either directly or indirectly from any legislation or have a financial interest in any legislation coming before the City Council nor participate in discussion with or give an opinion on such legislation, unless such interest is a remote interest as defined in this section and where the fact and extent of such interest is disclosed and noted on the record of the Council, or similar records of the City prior to consideration of the legislation by the City Council. City Councilmembers' participation in the enactment of legislation shall be governed by Ch. 42.23 RCW- the Code of Ethics for Municipal Officers and Ch. 42.36 RCW- The Appearance of Fairness Doctrine. City Councilmembers shall not be prohibited from participating in the adoption of legislation when the Councilmember has only a remote interest in the legislation as defined in this section, which has been disclosed, and the legislation is applicable to the general public and not of specific or unique benefit to the Councilmember. Questions regarding these kinds of situations should be directed to the City Attorney for review.

G. Improper Use of Position Prohibited.

A Councilmember shall not knowingly use his or her office or position to secure personal benefit, gain or profit, or use his or her position to secure special privileges or exceptions for himself or herself, or for the benefit, gain, or profits of any other persons.

H. Improper Use of City Personnel Prohibited.

A Councilmember shall not employ or use any person under his or her official control or direction for personal benefit, gain, or profit.

I. Improper Use of City Property Prohibited.

A City Councilmember shall not use city-owned vehicles, equipment, materials, money, or property for personal or private convenience or profit. Such use is restricted to those city services that are available to the public generally, for the authorized conduct of official business or for such purposes and under such conditions as are approved by the city council, city manager or designee.

A Councilmember shall not utilize the City's name, letterhead or logo for the purpose of endorsing any political candidate, business, commercial product, or service.

7.0 Impermissible Conduct After Leaving City Office

A. Disclosure of Privileged, Confidential, or Proprietary Information Prohibited.

No former City Councilmember shall disclose or use for his or her personal gain or that of any other person any privileged, confidential, or proprietary information gained because of his or her city office .

B. Participation in City Matters Prohibited.

No former City Councilmember shall, during the period of one year after leaving office:

1. Assist any person in matters involving the city if, while in the course of duty with the city, the former Councilmember was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter; or.
2. Represent any person as an advocate in any matter in which the former Councilmember was involved while a Councilmember; or
3. Participate as or with a bidder, vendor, or consultant in any competitive selection process for a city contract in which he or she assisted the city in determining the project, or work to be done or the process to be used.

8.0 Violation of the Code of Ethics

Any person who has information that a Councilmember may have violated the Code of Ethics shall provide that information in writing to the City Council and the City Manager.

The written complaint must be based substantially upon the personal knowledge of the complainant and signed by the person filing the complaint. No action will be taken on any complaint which is filed later than three (3) years after a violation of the Code of Ethics is alleged to have occurred.

Upon receipt of the complaint, the City Council, and/or the City Manager shall provide it to the City Attorney who shall promptly review the information and determine whether the complaint, on its face, alleges facts that, if true, would substantiate a violation of the Code of Ethics and shall report back to the Council in writing. The City Council at its next regular meeting, shall review the City Attorney's report and make a determination as to whether or not the Council shall refer the allegation(s) to a Hearings Examiner designated by the Council to conduct an investigation.

If so referred, the Hearings Examiner shall conduct an investigation of the complaint and prepare written findings and conclusions within sixty 60 days of the date the complaint was received by the City unless an extension is granted by the Council. The Councilmember accused of the ethics violation shall have the right to review any and all information obtained as a result of the investigation and shall have the right to respond in writing to the complaint which information shall be reviewed and taken into consideration by the Hearings Examiner.

Upon completion of the investigation, the Hearings Examiner shall issue an advisory report to the Council for its consideration as well as to the City Manager and City Attorney. The report shall set forth findings and conclusions demonstrating whether or not, based on a preponderance of the evidence, the councilmember has violated the Code of Ethics.

Within 5 (five) business days of the receipt of the report, the City Manager shall provide copies of the report via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses.

Within fifteen (15) business days of the receipt of the report, the Council (excluding the accused Councilmember) shall convene to review the alleged violation and the report and take action. Action may include the following: 1.) dismissal of the complaint on the basis that no violation of the Code of Ethics has occurred; or 2.) remand to the Hearings Examiner to obtain additional information in order for the Council to decide whether a violation has occurred; or 3.) a determination that by a preponderance of the evidence, a violation of the Code of Ethics has occurred in which case the Council shall adopt written findings, conclusions and appropriate sanctions as forth herein.

Adoption of the findings, conclusions and sanction(s) by the City Council shall be by majority vote; provided that the Councilmember accused of the violation shall not vote on any matter involving that member; and provided further that in the event the Mayor is accused of the violation, the Mayor Pro Tempore shall act in the Mayor's stead.

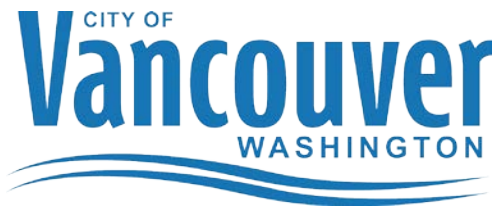
Within 5 (five) business days thereafter, the City Manager shall provide copies of the Council's findings, conclusions and sanction(s) via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses. No final disposition of the matter will be implemented for a period of 10 (ten) days to allow the Councilmember against whom the complaint was filed to request a review of the Council's decision. Such a request shall be submitted to the City Manager in writing and shall state the reasons for his or her objections and request a review of the action taken. The Council shall review the action taken in light of the findings and conclusions and request for review and may take whatever further action, if any, appears appropriate under the circumstances. The action of the Council shall be final and not subject to further review or appeal except as may otherwise be provided by law.

Action by Council may take any of the following sanctions:

1. Admonition. An admonition shall be verbal non-public statement made by the Mayor to the member.
2. Reprimand. A reprimand shall be administered to the Councilmember by letter. The letter shall be prepared by the City Council and shall be signed by the Mayor.
3. Censure. A censure shall be a written statement administered personally to the member. The individual shall appear at a time and place directed by the City Council to receive the censure. It shall be given publicly, and the member shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the member appears as required.
4. Other sanctions. Any sanction imposed under this Code of Ethics is in addition to and not in lieu of any other penalty, sanction or remedy which may be imposed or sought according to law or equity, including, but not limited to:
 - (a) Declaration of vacancy by City Council pursuant to Charter Sections 2.02 or 2.06.
 - (b) Voiding of a contract entered into in violation of Charter Section 11.07 (Personal Interest)
 - (c) Forfeiture of office for violation of Charter Section 11.07 (Personal Interest)
 - (d) Civil penalties of \$500 and possible forfeiture of office pursuant to RCW 42.23.050.
 - (e) Removal or recall from office pursuant to state law.

- (f) Removal from leadership positions, boards and commissions and other official positions or duties that do not conflict with Washington statutes.
- (g) Initiation of appropriate civil actions against any person member who violates this Code.
- (h) Injunctive relief to ensure that violation of this Code or of other provisions of law cease and desist.

C:\C\Procedure 100-36 Ethics Policy



MEMORANDUM

DATE: September 8, 2020

TO: Linda Glover, Mayor Pro Tem
Bart Hansen, Councilmember
Ty Stober, Councilmember
Laurie Lebowsky, Councilmember
Sarah Fox, Councilmember
Eric Paulsen, Councilmember

CC: Eric Holmes, City Manager
Anne McEnerny-Ogle, Mayor

FROM: Dan Lloyd, Assistant City Attorney 

RE: **Policy 100-36 Analysis of Complaint by Tom Bird
against Mayor Anne McEnerny-Ogle**

Pursuant to the City of Vancouver's City Council Code of Ethics and Conduct Policy No. 100-36, City Manager Eric Holmes directed me to analyze the email and attachment sent by Tom Bird on Monday, August 17, 2020, which alleges that Mayor McEnerny-Ogle violated the aforementioned Policy.

According to Section 8.0 of Policy 100-36:

Upon receipt of the complaint, the City Council, and/or the City Manager shall provide it to the City Attorney who shall promptly review the information and determine whether the complaint, on its face, alleges facts that, if true, would substantiate a violation of the Code of Ethics and shall report back to the Council in writing.

Policy 100-36 at 7, § 8.0. The email to which the Complaint is attached further alleges that "[d]ue to city Attorney Jonathan Young's involvement in the planning for this legislation, and the numerous lies he has told, another city attorney should also review this complaint." Because of the alleged conflict, Mr. Holmes directed that I rather than Mr. Young provide the Section 8.0 analysis.

My analysis follows.

A. Scope of Review & Policy 100-36 Provisions

Before addressing the Complaint's allegations, several points should be clear about this analysis and its purpose. First, the role of the City Attorney under Policy 100-36 is functionally equivalent to that of a court when examining a recall petition. The Washington Supreme Court has described this duty as "determin[ing] whether, accepting the allegations as true, the charges on their face support the conclusion that the officer" is subject to recall. *In re Recall of Burnham*, 194 Wn.2d 68, 76 (2019) (citations and internal quotation marks omitted). In the case of Policy 100-36, the City Attorney's analysis must determine "whether the complaint, on its face, alleges facts that, if true, would substantiate a violation of the Code of Ethics." Policy 100-36, at 7, § 8.0. Consequently, how courts interpret recall petitions is especially instructive in discharging the City Attorney's responsibility under Policy 100-36. In this vein, the Supreme Court has made clear that:

It is not the role of courts to assess the truth or falsity of recall charges, but to evaluate their factual and legal sufficiency. [The Court] merely function[s] as a gatekeeper to ensure that the recall process is not used to harass public officials by subjecting them to frivolous or unsubstantiated charges.

Burnham, 194 Wn.2d at 75-76 (citations and internal quotation marks omitted). Following *Burnham*'s guidance, the purpose of a Policy 100-36 analysis is not to "assess the truth or falsity of" Mr. Bird's allegations, but rather to "evaluate their factual and legal sufficiency" in the specific context of what Policy 100-36 prohibits. Therefore, whether the allegations amount to a violation of anything other than Policy 100-36 is beyond the scope of not only the City Attorney's review, but also the City Council's authority.

Second, Policy 100-36 makes clear that "No action will be taken on any complaint which is filed later than three (3) years after a violation of the Code of Ethics is alleged to have occurred." Policy 100-36, at 7, § 8.0. Though as stated below, the thrust of Mr. Bird's complaint focuses on testimony given by the Mayor to state legislative committees within the preceding three years, various excerpts from the Complaint reference events occurring more than three years ago. These events are beyond the reach of Policy 100-36. Consequently, the analysis of Mr. Bird's allegations will be limited to only those events alleged to have occurred on or after August 17, 2017.

Finally, because Policy 100-36 governs Councilmembers and the Mayor to the exclusion of all others, this memorandum does not analyze any allegations, implicit or explicit, against other City of Vancouver employees, to include Mr. Young and various members of the Vancouver Police Department.

B. Summary of Allegations

The email to which Mr. Bird's complaint was attached summarized his allegations as follows: Mayor McEnerny-Ogle "told numerous lies and convinced public officials that a problem exists in Vancouver massage facilities and legislation is needed to assist police officers."

The Complaint itself¹ alleges "mayor Anne McEnerny-Ogle violated the City Council Code of Ethics and Conduct when testifying before Senate and Legislative committees." Compl. at 1. Mr. Bird references three separate legislative hearings at which Mayor McEnerny-Ogle testified.

1. January 10, 2018, Hearing

After quoting various provisions of Council Policy 100-36, the Complaint alleges, "On Jan 10, 2018, Vancouver mayor Anne McEnerny-Ogle went to Olympia to testify before House Committee on Health Care & Wellness on HB 2291. Anne told numerous lies in an attempt to get legislation passed." Compl. at 4. The Complaint then outlines approximately seven excerpts from Mayor McEnerny-Ogle's testimony from January 10, 2018, about a ride along with VPD Corporal Drue Russell (Ret.) on November 22, 2013. Compl. at 4-8. The Complaint contends the testimony conflicts with a four (4) page police report drafted by Cpl. Russell (Case V13-17716). *Id.*

The Complaint alleges that the following statements by Mayor McEnerny-Ogle are "lies." First, Mayor McEnerny-Ogle allegedly said "individuals inside this business started running" when the police arrived, which the Complaint alleges is false because, according to the Complaint, "no one ran from the business." Compl. at 5. This allegation is contradicted by the next paragraph, which notes that the police report states, "[Cpl. Russell] went outside while Commander Foster spoke to Ho. The woman in pink was now running southbound on H Street. I chased her...." Compl. at 5 (italics added). A review of the police report confirms Cpl. Russell wrote that a "woman in pink ... r[an] southbound on H Street," and that Cpl. Russell "chased her."

The Complaint next contends Mayor McEnerny-Ogle's use of the word "several" in connection with "individuals" was false given that the November 22, 2013, report refers to only two persons. Compl. at 6. The Complaint then alleges that Mayor McEnerny-Ogle told the legislative committee that VPD had difficulty obtaining identifications from massage practitioners when, according to the Complaint, a review of other police reports reveals no such difficulty. Compl. at 6-7.

The Complaint then claims that Mayor McEnerny-Ogle's following statement is false or unsubstantiated: "we probably have about thirty four right now in the city of Vancouver that I wonder suspicious activity and are actually under suspicious activity." Compl. at 7. The Complaint then contends Mayor McEnerny-Ogle's statement that "we need a little bit of additional help" (referring to the need for legislation) is either untrue or unsubstantiated because, according to the Complaint, Mayor McEnerny-Ogle subsequently stated "we're dealing with a small percentage" when referring to 34 problematic massage parlors. It appears from the Complaint, though, that the percentage comment was made after quoting the Attorney General's Office's contention that

¹ Unless stated otherwise, citations to page numbers of the "Complaint" will be to the 19 page *.pdf file attached to Mr. Bird's August 17, 2020, email. Further, it is assumed that the quotations attributed to Mayor McEnerny-Ogle are accurately reproduced from her original testimony.

there were approximately 250 problematic massage parlors in the state—meaning Vancouver’s share was 13.6% (34/250).

2. January 18, 2019, Hearing

The Complaint then contends Mayor McEnerny-Ogle “also told numerous lies in testimony from SHB 5097” during a January 18, 2019, Senate Hearing. Compl. at 8. The Complaint then outlines several excerpts from Mayor McEnerny-Ogle’s testimony, which the Complaint contends are false.

First, the Complaint alleges that Mayor McEnerny-Ogle falsely claimed that the increase in massage parlor crimes were due to “Oregon chang[ing] their [sic] laws” when, according to the Complaint, “Oregon’s changing laws ... had no impact on illegal spas moving to Vancouver.” Compl. at 8-9. The Complaint then takes issue with Mayor McEnerny-Ogle’s testimony that Vancouver “found little businesses with odd hours [and] strange signs.” The Complaint criticizes this statement because “Chinese massage facilities are traditionally open until 10-10:30 p.m.” Compl. at 9. The Complaint then contends that Mayor McEnerny-Ogle “lie[d] and exaggerate[d] about observations made at one spa.” Compl. at 10.

The Complaint then goes on to claim various statements by Mayor McEnerny-Ogle are false when compared to the November 22, 2013, police report and a supplemental email summary by VPD Commander Amy Foster. Compl. at 10-11.

Next, the Complaint disputes Mayor McEnerny-Ogle’s statements that “we have been dealing with this for a number of years,” and that legislation would assist “to see if in fact what we thought we were dealing with is human trafficking.” Compl. at 11. The Complaint claims these statements are misleading because of two emails from DECU VPD Sergeant Joe Graaff dated July 24, 2014, and January 15, 2015, which state that as of those dates, VPD was unable to make out a case of human trafficking.

Finally, the Complaint alleges that Mayor McEnerny-Ogle’s “lies” led the American Massage Therapy Association to change its stance from opposing the legislation to supporting it. Compl. at 13-15.

3. May 27, 2019, Hearing

The Complaint then references a May 27, 2019, hearing regarding House Bill 1082, and claims that Mayor McEnerny-Ogle “made several false statements” when she “testified before this committee.” Compl. at 15. First, the Complaint alleges Mayor McEnerny-Ogle’s statement “keeping this bill alive ... is very important to this city” was “[f]alse” because according to the Complaint, there was no evidence to support the claimed importance of the bill. Compl. at 15.

The Complaint then focuses on the statement, “we had a human trafficking incident and found that we had a gap in procedures that allowed this to continue,” which the Complaint alleges to contain “[t]wo lies.” Compl. at 15-16.

Finally, the Complaint identifies a statement made by Rep. Vicki Kraft, which the Complaint claims to be a “lie” that the Complaint alleges was attributable to Mayor McEnerny-Ogle. Compl. at 17. The quote attributed Rep. Kraft states:

and I know in the city of Vancouver in my district in particular we've **had conversations with the mayor who's here today and others that the reality is these people that are in business down there are many times will you know will seek to set up illegitimate businesses and then try to keep moving and basically continue their practice**

Compl. at 17 (boldface and underscore in original).

After quoting RCW 9A.76.175,² the Complaint concludes by alleging Mayor McEnerny-Ogle "should be removed from office ASAP."

C. Application of Policy 100-36 to Allegations

The analysis compelled by Policy 100-36 is limited to determining "whether the complaint, on its face, alleges facts that, if true, would substantiate a violation of the Code of Ethics." Policy 100-36 at 7, § 8.0. Policy 100-36 states its purpose is to:

establish standards of ethical conduct applicable to the City Councilmembers, including the Mayor, in the discharge of their duties by prescribing essential restrictions against conflict of interest and other conduct not consistent with good ethical practices while not creating unnecessary barriers to public service.

Policy 100-36 at 1, § 4.0. The Policy then outlines nine (9) categories of prohibited conduct that, if committed, would constitute a violation of the Ethics Policy. Those categories are:

- Personal interests in contracts
- Personal influence in contract selection
- Disclosure of confidential information
- Acceptance of compensation, gifts, favors, rewards, or gratuity
- Accepting certain employment
- Personal interest in legislation
- Improper use of position
- Improper use of city personnel
- Improper use of city property

Policy 100-36 at 2-6, § 6.0. The Policy provides further guidance on each of these categories, discussing what conduct constitutes a violation, and in turn what conduct does not. Therefore, Mr. Bird's complaint will be analyzed to determine whether, on its face, it alleges Mayor McEnerny-

² RCW 9A.76.175 makes it a gross misdemeanor to "knowingly make[] a false or misleading material statement to a public servant."

Ogle violated one or more of the nine (9) categories of prohibited conduct. To this end, the allegation that Mayor McEnery-Ogle violated RCW 9A.76.175 is beyond the scope of a Policy 100-36 review.

In sum, Mr. Bird alleges false statements by Mayor McEnery-Ogle in support of proposed state legislation. On their face, this conduct does not involve a personal interest in a contract, personal influence in contract selection, the disclosure of confidential information, acceptance of compensation, gifts, favors, rewards, or gratuities, or accepting certain employment. These categories of prohibited conduct (Policy 100-36, §§6.0(A)-(E)) are plainly inapplicable. The analysis will then turn to the remaining categories.

The prohibition against “Personal Interest in Legislation” states:

No City Councilmember shall benefit either directly or indirectly from any legislation or have a financial interest in any legislation coming before the City Council nor participate in discussion with or give an opinion on such legislation, unless such interest is a remote interest as defined in this section and where the fact and extent of such interest is disclosed and noted on the record of the Council, or similar records of the City prior to consideration of the legislation by the City Council.

Policy 100-36, at 5, § 6.0(F). The provision here relates exclusively to “legislation coming before the City Council,” not legislation before another governing body like the state legislature. *Id.* (emphasis added). Even if Section 6.0(F) extended to state legislation, the “interest” described in the policy is tailored after the State Code of Ethics for Municipal Officers, chapter 42.23 RCW, which has been interpreted by Washington courts to mean “financial interests.” *Barry v. Johns*, 82 Wn. App. 865, 866 (1996) (italics added). Nothing in the Complaint suggests Mayor McEnery-Ogle had any financial interest in any state bill supported by her testimony. Consequently, the “Personal Interest in Legislation” prohibition is inapplicable.

The next prohibition—“Improper Use of Position”—states:

A Councilmember shall not knowingly use his or her office or position to secure personal benefit, gain or profit, or use his or her position to secure special privileges or exceptions for himself or herself, or for the benefit, gain, or profits of any other persons.

Policy 100-36, at 6, § 6.0(G). As stated, Policy 100-36 is modeled after chapter 43.23 RCW. The *Barry* decision cited above confirms that the term “beneficial interest” refers to “municipal officers’ financial interests in contracts” as opposed to “non-pecuniary interest[s].” *Barry*, 82 Wn. App. at 866 (emphasis added). Although the Complaint alleges Mayor McEnery-Ogle “utiliz[ed] city of Vancouver resources in pursuit of a personal agenda,” Compl. at 17, the “personal agenda” alleged is not the kind of “personal benefit” or “privilege” contemplated by Section 6.0(G), because it does not implicate any sort of “financial interest.” As such, this section is inapplicable.

The same rationale applies to Section 6.0(H) (“Improper Use of City Personnel Prohibited”), which states: “A Councilmember shall not employ or use any person under his or her official control or direction for personal benefit, gain, or profit.” Policy 100-36, at 6, § 6.0(H). As stated, the allegations in the email center on Mayor McEnery-Ogle giving what is claimed to be

false testimony before the legislature. There is no allegation that Mayor McEnerny-Ogle utilized city personnel “for personal benefit, gain, or profit.” Again, the term “personal benefit, gain, or profit” refers to financial benefits, gains, or profits. *Accord Barry*, 82 Wn. App. at 866. Nothing in the Complaint from Mr. Bird alleges as much.

The final prohibition, Section 6.0(I), states:

A City Councilmember shall not use city-owned vehicles, equipment, materials, money, or property for personal or private convenience or profit. Such use is restricted to those city services that are available to the public generally, for the authorized conduct of official business or for such purposes and under such conditions as are approved by the city council, city manager or designee.

Policy 100-36, at 6, § 6.0(I). The Complaint does not allege anywhere that Mayor McEnerny-Ogle utilized any city property “for personal or private convenience or profit.” Section 6.0(I) is not implicated by Mr. Bird’s complaint.

D. Conclusion

In its totality, the email alleges that Mayor McEnerny-Ogle gave false testimony in support of state legislation, which Mr. Bird claims amounted to “slander[] and harass[ment]” of “legally working minorities in Vancouver.” Compl. at 17. Regardless of whether Mr. Bird’s allegations have any veracity, they are insufficient to constitute a violation of Policy 100-36.

Contrary to what is requested by Mr. Bird, the Council does not have the authority to remove Mayor McEnerny-Ogle from office in response to his Complaint. Rather, pursuant to Policy 100-36, the City Council’s obligation is, “at its next regular meeting,” to “review [this] report and make a determination as to whether or not the Council shall refer the allegation(s) to a Hearings Examiner designated by the Council to conduct an investigation.” Policy 100-36 at 7, § 8.0. The “next regular meeting” following receipt of Mr. Bird’s complaint and the completion of this report is September 14, 2020.³ Section 8.0 further provides, “the Councilmember accused of the violation shall not vote on any matter involving that member; provided further that in the event the Mayor is accused of the violation, the Mayor Pro Tempore shall act in the Mayor’s stead.” Policy 100-36 at 8, § 8.0. Pursuant to this provision, Mayor McEnerny-Ogle should abstain from voting on whether or not to take the action described above, and Mayor Pro-Tem Glover should “act in the Mayor’s stead” in acting on this matter.

DGL/dgl

³ The complaint was received on August 17, 2020. Council’s meeting August 24, 2020, was a Consent Agenda Meeting with Citizen Forum. There was no meeting on either August 31, 2020 (fifth Monday), or September 7, 2020 (Labor Day). The September 14, 2020, meeting will be the “next regular meeting” following receipt of Mr. Bird’s complaint.

From: [Tom Bird](#)
To: [Hansen, Bart](#); [Stober, Ty](#); [Glover, Linda](#); [Lebowsky, Laurie \(City Council\)](#); [Paulsen, Erik](#); [Fox, Sarah](#); [Holmes, Eric](#)
Subject: Code of Conduct and Ethics Complaint; Vancouver Mayor Anne McEnerny-Ogle
Date: Monday, August 17, 2020 9:04:57 AM
Attachments: [Ethics city hall complaint Anne lies testimony1.pdf](#)
[V13-17716_police_report steven.pdf](#)

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.

City Council Members, City Manager;

Please consider this a formal complaint that alleges that Vancouver Mayor Anne McEnerny-Ogle violated the City Council Code of Ethics and Conduct when testifying before Senate and Legislative committees. The mayor of Vancouver told numerous lies when testifying before Senate and Legislative committees to get legislation passed.

Refer to Section 8.0; Violation of the Code of Ethics.

Upon receipt of the complaint, the city Council, and/or the City Manager shall provide to the City Attorney who shall properly review the information and determine whether the complaint, on its face, alleges facts that, if true would substantiate a violation of the Code of Ethics and shall report back to the Council in writing. City Council at its next regular meeting, shall review the City Attorneys report and make a determination as to whether or not the Council shall refer the allegation(s) to a Hearing Examiner designated by the Council to conduct an investigation.

Due to city Attorney Jonathan Young's involvement in the planning for this legislation, and the numerous lies he has told, another city attorney should also review this complaint.

I've attached my complaint. Also attached is the police report for the investigation Anne refers to in testimony. Anne's comments don't match the facts from the police report. It should be noted, Anne referred to the same investigation in testimony for SHB 1252 in 2015. She told different lies to fit the bill.

Below are the links to video of testimony before Senate Committees. Anne told numerous lies and convinced public officials that a problem exists in Vancouver massage facilities and legislation is needed to assist police officers. Lying to a public official is a gross misdemeanor in the state of Washington.

HB 2291 01/10/2018. Anne, Joe Graff, Vicki Kraft, Mellanie Stewart

<https://www.tvw.org/watch/?clientID=9375922947&eventID=2018011088&startStreamAt=912&stopStreamAt=2294&autoStartStream=true>

HB 5097 Jan 18th, 2019. Anne Brian Enslow

<https://www.tvw.org/watch/?clientID=9375922947&eventID=2019011115&startStreamAt=3547&stopStreamAt=4132&autoStartStream=true>

HB 1082 March 27th, 2019. Anne. Brian Melanie Stewart

<https://www.tvw.org/watch/?clientID=9375922947&eventID=2019031352&startStreamAt=32&stopStreamAt=907&autoStartStream=true>

Thank you for your attention to this serious matter. All incidents for the need for this legislation was fabricated.

If you have to lie to get legislation passed, then the legislation wasn't needed. Now all massage therapists in the state of Washington are being discriminated against due to lies told by Vancouver mayor Anne McEnerny-Ogle.

Tom Bird

August 10th, 2020

Vancouver City Hall
415 W 6th St,
Vancouver, WA 98660

City Council Members, City Manager, and City Attorney;

Please consider this a formal complaint that alleges that mayor Anne McEnerny-Ogle violated the City Council Code of Ethics and Conduct when testifying before Senate and Legislative committees. The mayor of Vancouver told numerous lies when testifying before Senate and Legislative committees to get legislation passed.

Refer to Section 8.0; Violation of the Code of Ethics.

Upon receipt of the complaint, the city Council, and/or the City Manager shall provide to the City Attorney who shall properly review the information and determine whether the complaint, on its face, alleges facts that, if true would substantiate a violation of the Code of Ethics and shall report back to the Council in writing. City Council at its next regular meeting, shall review the City Attorneys report and make a determination as to whether or not the Council shall refer the allegation(s) to a Hearing Examiner designated by the Council to conduct an investigation.

Policy and procedure; City Council Code of Ethics and Conduct

1.0. The purpose of this policy is to establish a formal code of ethics by which **Council members will conduct themselves while serving on the Vancouver city Council.**

2.0 Organizations Affected; City Council/City Manager

4.0. Declaration of Policy; It is essential to the proper administration and operation of the City of Vancouver that the City Council be and give the appearance of being independent and impartial; that elective office with the City of Vancouver not be used for personal benefit; **and that the public have confidence in the integrity of the City.** In recognition of these goals, the City has adopted this Code of Ethics, which is applicable to all members of the City Council.

The purpose of this Code is to establish **standards of ethical conduct** applicable to the City Council members, **including the Mayor**, in the discharge of their duties by prescribing essential restrictions against conflict of interest and other conduct not consistent with good ethical practices while not creating unnecessary barriers to public service. To that end, Council members should not be denied the opportunity available to all other citizens to acquire and maintain economic interests, except in circumstances in which a conflict of interest would reasonably result.

It is required that all Council members comply with the law and all other applicable rules and regulations governing the code of conduct of public officials. The standards in this Code shall not preclude other standards required by law including but not limited to, Ch. 42.23 RCW- Code of Ethics for Municipal Officers-Contract Interests, Ch. 42.20 RCW- Misconduct of Public Officers and Ch. 42.26- Appearance of Fairness. Nothing in this Code of Ethics shall be constructed to limit full compliance with applicable federal and state laws and applicable rules and regulations governing the conduct of public officials now existing or hereinafter enacted.

5.0 Avoidance of the Appearance of Impropriety.

All members of the City Council should **conduct their official duties with integrity** and impartiality and in a manner that avoids even the appearance of impropriety or a conflict of interest between public duties and private interests.

The mayor also violated her oath of office and the city Charter. It is your duty to remove her from office.

Article XI: General Provisions. City charter

Section 11.10 Oath of Office: Every officer of the city shall, before entering upon the duties of such office, take and subscribe to the following oath of affirmation, to be filed and kept in the office of the city clerk: **"I solemnly swear (or affirm) that I will support the constitution and will obey the laws of the United States and of the State of Washington, that I will, in all respects, observe the provisions of the charter and ordinances of**

the City of Vancouver, and will faithfully discharge the duties of the office of _____."

Section 7.10 Prohibitions: The city shall prohibit discrimination, in all its programs and activities, on the basis of age, race, color, national origin, ethnicity, creed, religious opinions or affiliations, sexual orientation, gender identity/expression, pregnancy, marital status, family status, mental or physical disability, military status, status as a veteran or any other protected status under applicable law. No persons seeking appointment to, or promotion in, the service of the city shall give cause to be given any money or other thing of value to any person in connection with such appointment or promotion. No person shall in any manner solicit or be concerned with soliciting any contribution for any political purpose from any city employee. No person shall commit any fraud or deceit tending to defeat the purposes of this article or in connection with any appointment or promotion in the city service. **Any person who is convicted of violating any provision of this section shall, in addition to any other penalties provided by law, be ineligible for appointment or employment in the city's service for a period of five years, and shall, if an officer or employee of the city, immediately forfeits such position.**

Each false statement made in testimony should be considered a gross misdemeanor. This complaint should be forwarded to the Clark County Prosecutors office, and the Attorney Generals office.

RCW [9A.76.175](#)

Making a false or misleading statement to a public servant.

*A person who knowingly makes a false or misleading material statement to a public servant is guilty of a **gross misdemeanor**. "Material statement" means a written or oral statement reasonably likely to be relied upon by a **public servant** in the discharge of his or her official powers or duties.*

Public servant means any person who presently occupies the position of or has been elected, appointed, or designated to become [any officer or employee of government], a [legislator] [judge] [judicial officer] [juror], [and] [any person participating as an advisor, consultant, or otherwise in performing a governmental function].

(13) "Officer" and "public officer" means a person holding office under a city, county, or state government, or the federal government who performs a public function and in so doing is vested with the exercise of some sovereign power of government, and includes all assistants, deputies, clerks, and employees of any public officer and all persons lawfully exercising or assuming to exercise any of the powers or functions of a public officer;

On Jan 10, 2018, Vancouver mayor Anne McEnerny-Ogle went to Olympia to testify before House Committee on Health Care & Wellness on HB 2291. Anne told numerous lies in an attempt to get legislation passed.

Brief Summary of Bill

Requires massage therapy licenses and reflexology certificates issued on or after January 1, 2020, to contain a photograph of the applicant and be designed and constructed in a manner that avoids unreasonable risk of alteration or duplication.

Requires massage therapy licenses and reflexology certificates issued prior to January 1, 2021 to be updated with a photograph of the license or certificate holder.

Part of Anne's testimony was about a ride along she went on with Vancouver PD officers on 11/22/2013, they were investigating a spa near Anne's home. Anne told numerous lies about her observations, convincing the committee a law was needed to have pictures on massage licenses. Anne's comments of her observations don't match FACTS from the police report. I've attached the police report.

1. *This started quite some time ago back in 2013 when I became aware that my neighbors were collecting information on a business that was five blocks from my home and then early Sunday morning my neighborhood police officer sent a text message to me and asked me if I wanted to go for a ride along I asked him when he said Now I'm outside your house and he I opened the door got into the car we went five blocks landed in the parking lot and as soon as we showed up our commander showed up. **The individuals inside this business started running if you've ever seen an officer with thirty five pounds of equipment around his waist run after a young woman in six inch heels on her cell phone is quite a sight.***

POLICE REPORT: An Asian woman exited the front door and opened her cell phone, as if talking to someone. She was wearing a pink shirt. I approached her and asked her if she worked at the business.....

According to the police report, no one ran from the business. One woman came outside, an officer talked to her

2. *but what we found out is that, We were able to go into the business and **in fact found several individuals and we had a problem.***

POLICE REPORT: Once inside, I found a woman named Jing Ho. Ho told me she was visiting a friend. I asked her who worked at the shop and she told me, “the woman outside in pink”.

I went outside while Commander Foster spoke to Ho. The woman in pink was now running southbound on H Street. I chased her.....

Commander Foster inspected the business as provided by RWC. No one else was inside.

Anne states “ in fact several individuals” were inside the business. Clearly, there was only ONE person inside the business, and ONE outside. “The woman in pink” did not run until Anne and officers were inside the building. Notice in Anne’s comment about an officer with 35 pounds of equipment running after a young woman..... Anne lied, saying “individuals” ran

when they pulled into parking lot. But at the same time, she states what she really saw.

3. ***we had licenses up on the wall but we had no identification and we could not ask for that identification***

POLICE REPORT: Once inside, I noticed that there was now a photo copy of a Washington State Dept of Health Massage Practitioner License. (not an original). It was posted on the wall. The photo copy belonged to Shaoping Peng.

4. ***we had license up on the wall but we had no identification and we could not ask for that identification***

POLICE REPORT: I asked Song for identification. She led me to the kitchen where she pointed to a drawer. In the drawer was her purse. Inside the purse was her VISA/PASSPORT. I removed Songs handcuffs, she had no wants in NCIC.

Officers clearly asked for and received ID's from both women or they would not have confiscated the massage license on the wall. Neither woman claimed the massage license on the wall was theirs. Anne, the mayor of Vancouver, lied to public officials to get a law passed.

5. We had a problem in this and back in two thousand and fifteen you helped solve part of that problem by identifying the owner of the business and finding. And in violation of hiring employees without that license. **But what we also now found is that we have to get the identification to go with the license** and so think about the fact that probably in your wallet right now besides your driver's license. you also have photo I.D. to get into Cosco.

According to the police report, Anne lied about officers not being able to ask for ID's. The city hall massage/reflexology folder contains e-mails in regards to investigations done. All clearly state officers asked for and were provided ID's. Not one e-mail pertaining to an actual investigation by Van PD state they were not provided ID's.

6. we're talking about a very small percentage of those brick and mortar building businesses we **probably have about thirty four right now in the city of Vancouver that I wonder suspicious activity and are actually under suspicious activity.**

What 34 spas is Anne talking about? If she can't provide a list of 34 spas that are suspected of "suspicious" activity, then this comment should also be considered a violation of the the code of Ethics and Conduct. Anne needs to supply solid evidence of suspicious activity in 34 spas within the city limits of Vancouver. Solid evidence is not community members making baseless complaints. I included a list of the Chinese massage facilities on page 17 of this complaint. Notice the number of spas is not 34. Only one is suspected of illegal activity.

7. The Attorney Generals office shared with us that we probably have at least two hundred fifty in the state of Washington **but we're dealing with a small percentage that we need a little bit of additional help** for and so this is truly a health and safety gap.

What help is she speaking about? There has never been an issue with ID's. Anne says "we're dealing with a small percentage". But she just said 34 spa.

This comment was on the house bill report after testimony.

Staff Summary of Public Testimony:

(In support) Bipartisan support has led to the **prevention of sex trafficking and prostitution**. The professions of massage therapy and reflexology are prone to **abuse by criminals** pretending to run such businesses in order to engage in sex trafficking. **There needs to be a law that requires photo identification of licensed massage therapists and certified reflexologists so that the Legislature and police can combat sex trafficking appropriately**. Sex trafficking is an issue that affects all communities. **Requiring photo identification on massage therapy licenses and reflexology certifications will combat the problem of not knowing if a person presenting a massage therapy license or**

reflexology certificate is the actual person licensed or certified. The intent behind the bill is good, but the money to fund these changes should come from the Legislature out of the General Fund since the bill tries to solve a public safety issue.

Anne's testimony for the need for this bill was fabricated.

Definition of sex trafficking: **Sex trafficking** is the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purposes of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such an act has not attained 18 years of age (22 USC § 7102).

There is no sex trafficking in massage facilities in the State of Washington. This is a very serious allegation made by Vicki Kraft, the legislator Anne and the city of Vancouver recruited to sponsor this bill.

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SB 5097. January 18 2019 Senate

Brief Summary of Bill

Requires licensed massage therapists and certified reflexologists to have a government-issued photo identification that bears the same name as their massage therapy license or reflexology certification whenever they practice massage therapy or reflexology.

Anne also told numerous lies in testimony for SHB 5097. The Bill was changed from photo's on massage licenses to massage therapists being required to have ID on them when working.

8. Several years ago Oregon change their laws on massage and reflexology and we started noticing it in Vancouver in our strip malls we found little businesses with odd hours strange signs and clients who would park their cars in the neighborhoods and walk to the businesses neighbors started taking data those cars and times and people and such and we realized what reflexology was all about and foot massage and illegal massage in our community

Oregon's changing laws, the requirement of a facility permit if the owner did not have a massage license, had no impact on illegal spas moving to Vancouver. This was an "assumption" made by Anne and her Shumway neighborhood watch group. Included in the massage/reflexology folder is an e-mail clearly stating that spas were trickling down from the north.

From: Wechselblatt, Deborah in the Clark County Prosecutors office.

Sent: Friday, July 18, 2014 5:18 PM

To: Chapman, John

Hi Officer Chapman,

*In Clark County, we have recently gotten 10-15 cases involving Chinese women practicing massage without a license (RCW 18.130.190(7)). The women all require interpreters and come to court with the same one or two men. After digging a little deeper and contacting the WA Dept. of Health, which referred all the cases to us to charge we have a better sense of the big picture of these cases. According to our contact at the WA. Dept. of Health, **this issue of massage parlors/prostitution started in the Puget Sound area and has now started trickling down throughout the State.***

Anne ignored a factual statement made by the Health Department, the institution that regulates massage in the State of Washington.

Anne's comment; *"we started noticing it in Vancouver in our strip malls we found little businesses with **odd hours and strange signs**".*

What is she referring to exactly? Odd hours? Chinese massage facilities are traditionally opened until 10-10:30pm. This is common in China and America. At the time Anne made this statement, she had been educated on Chinese massage and was aware the hours of operation did not mean anything illegal was taking place.

What strange signs? This comment needs to be backed up.

“clients who would park their cars in the neighborhoods and walk to the businesses”. This was one spa, in Anne’s neighborhood in 2013. Anne continues to lie and exaggerate about observations made at one spa. She is painting a false picture of the massage community in Vancouver.

9. *one very early Sunday morning one of my officers asked if I wanted to go for a ride and we went five blocks from my home to one of these little areas as we showed up with Commander Foster **everyone evacuated the building our officers brought them all back and then we realized a little bit more about what we were dealing with.***

POLICE REPORT: An Asian woman exited the front door and opened her cell phone, as if talking to someone. She was wearing a pink shirt. I approached her and asked her if she worked at the business.....

According to Commander Foster in an e-mail summary of her investigation, November 25, 2013;

“We contacted two Asian females with the business (one of them appeared very scared and tried to flee on foot, but was pursued by Russell)”.

Once again, Anne lied before a Senate Committee about the facts.

10. *and **what we found among all the cameras in the room we found lots of different licenses and certifications on the wall but our officers couldn't ask for a photo identification.***

3 lies in one sentence. According to Commander Foster in an e-mail summary of her investigation, November 25, 2013;

“I conducted a quick inspection of the premise and found surveillance cameras in the kitchen and living room area, but they are not connected to anything in the residence. I believe the cameras are being monitored from a remote location”.

“They had a photo copy of a Washington State Department of Health Massage Practitioners License for Shaoping Peng, who was not present or available. Apparently she works out of Seattle and comes to Vancouver by

appointment only. The phone number for her was (206)557-0451. We seized the improper copy of the license”.

There was only one massage license on the wall. Anne lied and said “we” found lots of different licenses and certifications on the wall. There was one. No one claimed it was their massage license.

Officers clearly asked for and received ID’s.

POLICE REPORT: I asked Song for identification. She led me to the kitchen where she pointed to a drawer. In the drawer was her purse. Inside the purse was her VISA/PASSPORT. I removed Songs handcuffs, she had no wants in NCIC.

11. ***“we have been dealing with this for a number of years”***

This is a lie. Anne is knowingly lying about legally working minorities. She has been educated with facts coming from licensed massage therapists in Vancouver. There has been no police activity in spas. Anne lied about officers not being able to obtain ID’s.

12. ***this is just one more tool for our officers our law enforcement so they have the opportunity to require the government issued photo ID to check with all of that information to see if in fact what we thought we were dealing with is human trafficking***

There was no evidence in Vancouver that officers had a problem comparing ID’s to massage licenses. Anne is insinuating that this problem is so big in Vancouver, that legislation is needed. Comments like these are harmful to legally working massage therapists in Vancouver. It could also be detrimental to Van PD officers that Anne is lying about.

There is no human trafficking in massage facilities. Van PD Sargent Joe Graaf made it clear no trafficking was uncovered in Vancouver.

Bellow are 2 e-mails written by Van PD Sargent Joe Graaf

July 24, 2014

My unit (Digital Evidence Cyber crimes Unit) conducted an investigation into several massage parlors in Jan/Feb of this year. We served warrants and interviewed numerous employees. The Homeland Security Investigations division of Portland as well as the Human Trafficking and Foreign Born Task Force also assisted.

We were unable to produce any cases of human trafficking and both HSI and the HT/FB TF closed out their cases.

Sargent Joe Graaf, Van PD.

From: [Graaff, Joe](#)

To: [Kenning, Teri](#)

Cc: [Foster, Amy](#); [Whitney, Michael](#)

Thursday, January 15, 2015 1:21:14 PM

Subject: Date: RE: possible human trafficking needs attention

HI Teri;

We have done an exhaustive investigation into these shops for evidence of human trafficking and have not been able to make a case.

13. What we like to think about is that *in fact we are supporting all of those individuals who spend hundreds of hours in classes and practice being legal massage therapists and reflexologist.*

Anne made no mention of her working closely with the Chinese massage community in Vancouver. Anne ignored and suppressed information provided to her due to race, and a personal agenda. She was aware that there were around 30 licensed Chinese massage therapists in Vancouver.

Anne says “we have been dealing with this problem for years”. Anne attended a continuing education class with around 50 Caucasian massage therapists in attendance. When Anne told them of the law the city was working on, they were furious about being discriminated against. At the next city council meeting, Anne said; “they were pleased”. Anne lied to support her personal agenda. She does not support individuals who spend hundreds of hours in classes and practicing massage. She ignored the facts presented to her from all massage therapists in Vancouver, to support her personal agenda.

Staff Summary of Public Testimony on Proposed Substitute: PRO: The identification requirement would not add an additional financial burden or inconvenience for practitioners and **it would provide an additional tool for law enforcement to fight sex trafficking. Massage therapists support the bill and law enforcement's efforts to stop sex trafficking.**

Persons Testifying: PRO: Melanie Stewart, American Massage Therapy Association, Washington Chapter; Brian Enslow, City of Vancouver; **Anne McEnerny-Ogle, Mayor, City of Vancouver.**

In regards to the above comment, “**Massage therapists support this bill and efforts to stop sex trafficking**”. The AMTA did not originally support this bill. They were angry about discrimination. But this comment was on WA-AMTA’s Facebook page;

American Massage Therapy Association- WA Chapter
January 18, 2019 ·

Legislation has been introduced in both the House and the Senate that would require licensed massage therapists and certified reflexologists to have government-issued photo identification available for inspection by law enforcement or the Department of Health (DOH). The name on your massage license must match the name on your government identification.

The legislation was introduced at the request of the City of Vancouver because of an ongoing problem with unlicensed

massage and reflexology that is criminal in nature. While current law allows law enforcement to view a massage or reflexology license, **law enforcement is not allowed to ask for any identification to see if the name on the license matches the government identification. Law enforcement believes that licenses used by these illegal operations are most often forgeries.** While no health care professional wants to be singled out, **the reality is that this legislation is necessary in order to assist both law enforcement and DOH in stopping illegal massage and reflexology.** If passed, the legislation would be effective July 28, 2019.

There was no ongoing problem in Vancouver that licenses used by these illegal operations are most often forgeries. **Lies told by Vancouver mayor Anne McEnerny-Ogle led to the AMTA thinking a law was needed due to a problem with fake massage licenses and illegal activity in Vancouver massage facilities.** There were no issues with forged massage licenses.

An article was also shared on AMTA's Facebook page with the following false comment made by Vicki Kraft;

Police in Vancouver have told Kraft they've walked into some of the illegitimate establishments, only to be stymied by the inability to match certification with legal identification.

"As police have walked into these places, they could hear the certification being printed off on a printer in the backroom," said Kraft. "This bill would require a driver's license or other official ID to be carried by the massage or reflexology therapist so that law enforcement can match the certification to the ID."

Kraft said the measure is supported by the American Massage Therapy Association because it helps to legitimize and protect their businesses, and discourages the sex trade.

The AMTA was lied to about Vancouver's massage community.

Mar 27, 2019 Senate Health & Long Term Care on HB 1082

Brief Summary of Bill

Requires licensed massage therapists and certified reflexologists to have government-issued photo identification on their person or immediately available for inspection when practicing massage therapy or reflexology.

Anne testified before this committee and made several false statements. Anne was also exposed for lying before Senate and Legislative committees to get legislation passed.

14. *Madam Chair Cleveland and members of the committee thank you so much for keeping this bill alive and working on it. **It is very important to this city.***

False statement. There is no evidence that supports the statement, "It's very important to the city". There is not an issue for officers not being able to obtain ID's when checking massage licenses in Vancouver. There is overwhelming evidence that officers checked IDs. Anne's comment to a Senate Committee lead them to believe a problem exists in Vancouver and legislation is needed to deal with a problem of massage therapists not providing ID's to Van PD officers. This is a lie told by the mayor of Vancouver.

15. *We started this ten years ago as I commented in January, **when we had a human trafficking incident** and found that **we had a gap in procedures** that allowed this to continue.*

Two lies in one short statement. Refer to the police report and Sargent Joe Graaf's comments. There was no human trafficking.

There was no "gap" in procedures that allowed this to continue. This is a very slanderous statement directed at Vancouver's massage community. There are no issues in Vancouver with officers not obtaining ID's. There is not a continuing problem with trafficking out of massage facilities. There is no trafficking out of massage facilities. Anne's comment; ***when we had a human trafficking incident and found that we had a gap in procedures that allowed this to continue.*** Anne is saying that there is human trafficking **currently** taking place in Vancouver's massage facilities because Van PD officers are not able to ask for ID's. When a mayor makes comments like this, people believe it to be true. The mayor represents the city of Vancouver, and she is lying to a Senate Committee.

Staff Summary of Public Testimony: PRO: *Victims of human trafficking are being misrepresented as licensed massage therapists and certified reflexologists. This bill gives law enforcement and DOH a tool to use to identify individuals that are legitimately working as massage therapists and reflexologists and to combat human trafficking.* There are two bilingual Chinese massage therapy schools in the state and it is important that the Legislature recognize they are practicing massage legitimately.

CON: There is discrepancy between the story that is used as the basis for this bill and the events that actually occurred. This bill discriminates against massage therapists.

Anne said Vancouver had a human trafficking incident. That is a flat out lie. Staff summary of public testimony states that victims of human trafficking are being misrepresented as licensed massage therapists and certified reflexologists. That comment is 100% false.

16. On January 10, 2018, Vicki Kraft made the following statement when testifying before House Committee on Health Care & Wellness on HB 2291.

.....and I know in the city of Vancouver in my district in particular we've **had conversations with the mayor who's here today and others that the reality is these these people that are in business down there are many times will you know will seek to set up illegitimate businesses and then try to keep moving and basically continue their practice.**

This comment is a lie, and slanderous to legally working spa owners in Vancouver. Anne said this to the Bill sponsor, convincing her there was a legitimate need for Legislation. No Chinese spa owners “keep moving”. Most have been in the same location for years. Below is a list of Chinese spa’s within the city limits.

Current spa list

			Status	New owner	Status	
	Lao Shan	2008	Same owner			
	Orchid	2013	Same owner			
	Lucky Star	2014	Same owner			
	Yan Foot Spa	2014	Same owner			
	Grace Spa	2014	Same owner			
	Chongs	2016	Same owner			
	Blue Bay	2016	Found better location	2017	Sold got married	
	Moon Spa	2014	Sold moved to PDX	2016	2018. Sold got married	
	Wellness Massage	2015	Sold	2019	New owner	
	Asian Wellness	2015	Sold moved to PDX	2018	New owner	
	Elegance	2015	Sold Moved to North Dakota	2016	New Owner	
	Sunlight Spa	2016	Same owner	Suspected of illegal activity	Info provided to Anne/Peggy	
	Ocean Spa	2016	Same owner			
	Aroma Foot Spa	2016	Same owner			
	Blue Bay 2	2016	Same owner			
	Tom Relax	2018	Same owner			
	Carefree Massage	2018	Same owner			
	Atom	2019	Same owner			
	Sunflower massage	2019	Same owner			

Not one of above spas has changed locations due to illegal activity. You will notice most have had the same owner for years. Each time a new Chinese massage facility opened, Anne was provided information on the spa, and what was known about the spa. Notice one spa on the list is suspected of illegal activity. Anne was provided detailed information of the illegal activity taking place at that spa. Anne did not pass on the information to Van PD. The spa is still open and in the same location.

RCW [9A.76.175](#)

Making a false or misleading statement to a public servant.

*A person who knowingly makes a false or misleading material statement to a public servant is guilty of a **gross misdemeanor**. "Material statement" means a written or oral statement reasonably likely to be relied upon by a public servant in the discharge of his or her official powers or duties.*

Anne McEnerny-Ogle needs to be held accountable, and should be removed from office ASAP. She told numerous lies before Senate Committees saying legislation was needed. All incidents for the need for legislation were **fabricated**. The entire time she has been an elected official in Vancouver, she has slandered and harassed legally working minorities in Vancouver. She is abusing her position and utilizing city of Vancouver resources in pursuit of a personal agenda. She should be arrested and charged with numerous gross misdemeanors for lying to a public servants. She has involved numerous respected city of Vancouver employees, including career police officers. Anne is not fit to represent the city of Vancouver as mayor.

Thank you,

Thomas Bird

Tom Bird

Cc. Washington Attorney General
Governor Jay Inslee



Clark County Sheriff's Office
Garry Lucas, Sheriff

December 10, 2013

The Columbian Newspaper
Attn: Marissa Harshman
701 W. 8th Street
Vancouver, WA 98660

Re: Your public disclosure request for: V13-17716

Dear Ms. Harshman:

Enclosed is a copy of the record(s) you requested. If you have any questions please contact our Public Disclosure line at (360) 397-2101.

Sincerely,

MaryAnn Gentry
Public Records Unit Supervisor
Clark County Sheriff's Office/jbv 4569

cc: File

If you believe that the information furnished is incomplete, you may file a written appeal within five business days from the date of this letter. The appeal must include your name and address, a copy of the document and a copy of this letter together with a brief statement identifying the basis of the appeal. Please mail or deliver your appeal to:

Clark County Sheriff's Office
Attn: Records Manager
707 W 13th St
P.O. Box 410
Vancouver, WA 98666

Vancouver Police Department						Case No. 13-17716	
605 E. Evergreen Vancouver, WA 98661			(360) 487-7400 (360) 694-9646 (FAX)			Report ID ORIGINAL	
Incident Report						RCN	
Records Center						DOR 11/22/2013	
707 W 13TH Street Vancouver, WA 98660			(360) 397-2211 (360) 397-6074 (FAX)			Officer Assaulted ☐	
Distribution NONE			Distribution Other			Non Disclosure ☐	
init			pDis			sDis	
dEnt			M.C.			Concl	
Case			F/U			Ret	
Lett							
Administrative Information							
Location 3800 H ST				City VANCOUVER		State WA	
Local Geo		State Geo		Precinct V WEST		Geo V12	
Rep Date 11/22/2013		Rep Time 11:00		From Date 11/22/2013		From Time 11:00	
To Date		To Time		Category		Class	
Premise PU							
Dom Viol ☐		DV Card ☐		Child Abuse ☐		Arson ☐	
Homicide ☐		Gang ☐		Weapons ☐		Alcohol ☐	
Drugs ☐		Computer ☐					
Offense Information							
Off # 1		Offense INFO		Offense Category		Offense Translation	
Att./Completed C							
Location Type OFFICE							
Individual							
Role I		Seq 1		Type I		Last Name SONG	
First Name XIULIAN		Middle Name		Sex F		Race A	
Birth Date 11/09/1972		Ethnicity N		Role Description Involved or Mentioned			
Age Low 41		Age High		Hgt 502		Wgt 120	
Hair BRO		Eyes BRO		Residence U		Employment/Occupation FOOT MASSAGE	
Driver's License Number		Driver's License Issuer		Social Security No.		State ID No.	
FBI No.		PCN					
Custody Status		Gang Affiliation		Tribe Affiliation		Identifiers Affiliation	
Comments							
Type W		Location 3800 H ST		City VANCOUVER		State WA	
Zip Code 98661							

Report Written By: Russell, Drue	PSN 1260	Ref Case Number	Report ID ORIGINAL	VPD 13017716	Agency/Case No.
Approved By: Pfister, Jon	PSN 1140				
Report Printed By: Carr, Juliet on 12/10/2013 1:02:28PM	PSN 4569				

Vancouver Police Department						Case No. 13-17716	
Individual							
Role I	Seq 2	Type I	Last Name ZHU		First Name HUI		Middle Name JUN
Birth Date 07/18/1963		Ethnicity N		Role Description Involved or Mentioned			
Age Low 50	Age High	Hgt	Wgt	Hair	Eyes	Residence N	Employment/Occupation
Driver's License Number		Driver's License Issuer		Social Security No.		State ID No.	FBI No.
Custody Status		Gang Affiliation		Tribe Affiliation		Identifiers Affiliation	
Comments							
Type H		Location 1200 S JACKSON #4			City SEATTLE		State WA
							Zip Code 98144
Individual							
Role I	Seq 3	Type I	Last Name HO		First Name JING		Middle Name
Birth Date 07/29/1968		Ethnicity N		Role Description Involved or Mentioned			
Age Low 45	Age High	Hgt	Wgt	Hair	Eyes	Residence N	Employment/Occupation
Driver's License Number		Driver's License Issuer		Social Security No.		State ID No.	FBI No.
Custody Status		Gang Affiliation		Tribe Affiliation		Identifiers Affiliation	
Comments							
Type H		Location 8140 HELLMAN			City LOS ANGELES		State CA
							Zip Code 91776
Evidence							
Item # 1260-001	Loss/Action EVIDENCE		IBR Type OTHER		Description PHOTO COPY OF WASHINGTON LICENSE		
Loss Value	Amount 1	Caliber		Drug Type		Drug Quantity	Drug Measure
Brand							
Model							
Serial No. MA60256712			Owner Applied No. (OAN)				
Miscellaneous							
Rec. Date 11/22/2013	By PSN 1260	Rec. Agency VPD		Rec. Value			
Location 3800 H ST					City VANCOUVER	State WA	Zip Code 98661
Officer Notes							

Narrative

SUMMARY

On the listed date and time, HUI JUN ZHU and XIULIAN SONG were contacted at 3800 H Street. SONG was working as

Report Written By: Russell, Drue	PSN 1260	Ref Case Number	Report ID ORIGINAL	VPD 13017716	Agency/Case No.
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Narrative

a Reflexologist without a license. ZHU is the owner of the business.

EVIDENCE

1. Photocopy of a Massage Practitioner's License

NARRATIVE

I, Cpl. Drue Russell, am currently assigned to the position of Neighborhood Police Officer. As part of my duties, I respond to neighborhood complaints in District One. One of those neighborhoods is Shumway Neighborhood Association.

There are ongoing complaints about a business at 3800 H Street, one of several office spaces in a residential strip-mall. At one office, an Asian Foot Massage office has been operating for the past year.

Neighbors have complained about prostitution occurring here.

I have conducted surveillance of the location on several occasions. During that surveillance, men (only) would arrive here and stay for thirty minutes or less. They frequently drive Oregon plated vehicles. In contacting three of the men leaving, I was told they charge \$30 for 30 minutes or \$60 for 60 minutes. The men I spoke with told me that they get foot and back massages. When I ask if the men receive more than a foot or back massage, none of the men denied receiving sexual favors from the women that work here.

I have also been inside the business, in the last month, with NRT Detectives and have spoken with employees. The business, at that time, did not have a Reflexology license posted.

On 11-22-13, at about 1050 hours, I drove past the location and noticed a male walking up to the business from his parked truck. The truck had Oregon plates.

The man stayed for about ten minutes and left.

Believing that the business does not have a Reflexology license, I made contact at the business. I was in a marked patrol vehicle and a police uniform.

An Asian woman exited the front door and opened her cell phone, as if talking to someone. She was wearing a pink shirt.

I approached her and asked her if she worked at the business. She told me "no". I asked her if there was anyone else inside the business and she told me "no". This woman was later identified as XIULIAN SONG. She appeared scared that I was there.

I then entered the business. There was an "OPEN" sign on in the window.

Once inside, I found a woman named JING HO. HO told me that she was there visiting a friend. I asked her who worked at the shop and she told me, "the woman outside in pink".

I went outside while Commander Foster spoke with HO. The woman in the pink shirt was now running southbound on H Street, looking back as if to make sure I was not following. I chased after her. When she noticed that I was catching up to her, she stopped about a block from the business. I started to handcuff the woman and she pulled away. I had to grab her arms several times before getting her into handcuffs. I then escorted her back to the business that she had run from.

Once inside, I noticed that there was now a photocopy of a Washington State Department of Health Massage Practitioner

Report Written By: Russell, Drue	PSN 1260	Ref Case Number	Report ID ORIGINAL	13017716	VPD Agency/Case No.
Approved By: Pfister, Jon	PSN 1140				
Report Printed By: Carr, Juliet on 12/10/2013 1:02:28PM	PSN 4569				

Vancouver Police Department

Case No.

13-17716

Narrative

License (not an original). It was posted on the wall. The photocopy belonged to a SHAOPING PENG. The credential number was MA 60256712. I took this as evidence. According to the Washington Department of Health, the **actual** license is valid. An e-mail was forwarded to them regarding the incident.

Commander Foster inspected the business as provided by RCW. No one else was inside.

I asked SONG for identification. She led me to the kitchen where she pointed to a drawer. In the drawer was her purse. Inside the purse was her VISA/PASSPORT. I removed SONG's handcuffs. SONG had no wants in NCIC.

Practicing Reflexology without a license is a misdemeanor under RCW 18.130.190

At Commander Foster's request, HO called the business owner, HUI JUN ZHU. ZHU responded within several minutes. ZHU stated he lives in Seattle and purchased the business two days ago. Commander Foster advised ZHU that employees could not operate without a license to do so. She explained that employees that practice Relexology without a license were subject to criminal citation or arrest. He stated that he understood and turned off his "OPEN" sign.

Commander Foster showed ZHU the Revised Code of Washington as it relates to his business. ZHU was advised that inspections of his business would occur when they open for business again.

No arrests were made.

ACTION RECOMMENDED

This report is for information only.

I certify (or declare) under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct. I intend my printed name and PSN on this document to be my signature.
This document was signed in Clark County, Washington on 11/22/2013.

Report Written By: Russell, Drue	PSN 1260	Ref Case Number	Report ID ORIGINAL	Agency/Case No. VPD 13017716
Approved By: Pfister, Jon	PSN 1140			
Report Printed By: Carr, Juliet on 12/10/2013 1:02:28PM	PSN 4569			

V13-17716



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Credential Information for:

Peng, Shaoping

Credential	Credential Type	First Issue Date	Last Issue Date	Expiration Date	Credential Status	Enforcement Action
MA60256712	Massage Practitioner License	10/19/2013	10/19/2013	01/26/2014	ACTIVE	No

Master Case

Document Type

Disclaimer

The absence or presence of information in this system does not imply any recommendation, endorsement, or guarantee of competence of any health care professional, the mere presence of such information does not imply a practitioner is not competent or qualified.

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2013 NOV 23 P 12:13

CLARK COUNTY
SHERIFF'S DEPARTMENT

V13-17716



Staff Report:

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/14/2020

SUBJECT a. Park Naming Test Process Overview

ATTACHMENTS:

- ▢ Park Naming Test Process Overview

PARK NAMING TEST PROCESS OVERVIEW

What:

Most City of Vancouver parks are named after neighborhoods or by housing developers. Vancouver Parks and Recreation would like to use the soon to be developed “North Image Park” site as an opportunity to explore changes to the current park naming process to increase civic engagement, highlight the diversity of our community and honor Vancouver’s history.

Why:

Parks are a public resource valued by residents of all racial, ethnic, cultural and socioeconomic backgrounds. Greater intentionality in park naming can serve to educate and inspire community members and build common ground across disparate groups. Using the “North Image Park” site to test a new naming process allows us to examine, edit and measure the success of the process prior to codifying it as policy.

The Parks and Recreation Department seeks to better represent the diversity of Vancouver through park naming. What people see around them positively or negatively shapes their expectations for themselves and for each other. We believe naming some parks after local figures from underrepresented backgrounds can help residents see themselves and one another as valued parts of our shared history.

Challenges:

Drafting a new park naming policy that relies on real people has potential pitfalls, especially if candidates are not properly vetted. Creating an inclusive, collaborative process requires significant relationship building to ensure that historically underrepresented voices are heard and valued.

How:

- Identify community stakeholders who represent the rich diversity of Vancouver, Washington. Stakeholders may include non-profits; educational institutions; heritage organizations; and those that serve marginalized identities or historically underrepresented groups.
- Collaborate with community stakeholders to create a list of potential candidates for park naming. Candidates should:
 - Have a direct connection to the City of Vancouver, Washington.
 - Embody positive character traits that promote civic pride.
- A list of at least 4 candidates but no more than eight candidates will be compiled for vetting.
- Contacts at Clark County Historical Museum will research the initial list of candidates and provide a brief for each candidate.
- Members of the stakeholders group and 3 members of PRAC will comprise a Naming Committee to review the candidate briefs and narrow the list to a final ballot of at least three but no more than five candidates for public review.
- A robust public outreach campaign will present the final candidates to residents. Information about each candidate will be distributed to educate residents on their choices. Community feedback will be gathered regarding the process and candidates selected.
- Results of the public input will be passed along to the Naming Committee who will present their recommendation to the full PRAC for recommendation to City Council.
- Once approved, the name will be publicly announced prior to the new park dedication and the will be included as part of the park opening ceremony. Historical significance is included on park webpage; additional public education signage may also be explored.

Apprenticeship Program Update

VANCOUVER
CITY HALL



September 14, 2020

Vancouver City Council City Manager
Communications

Anna Vogel, Procurement Manager

Presentation Overview

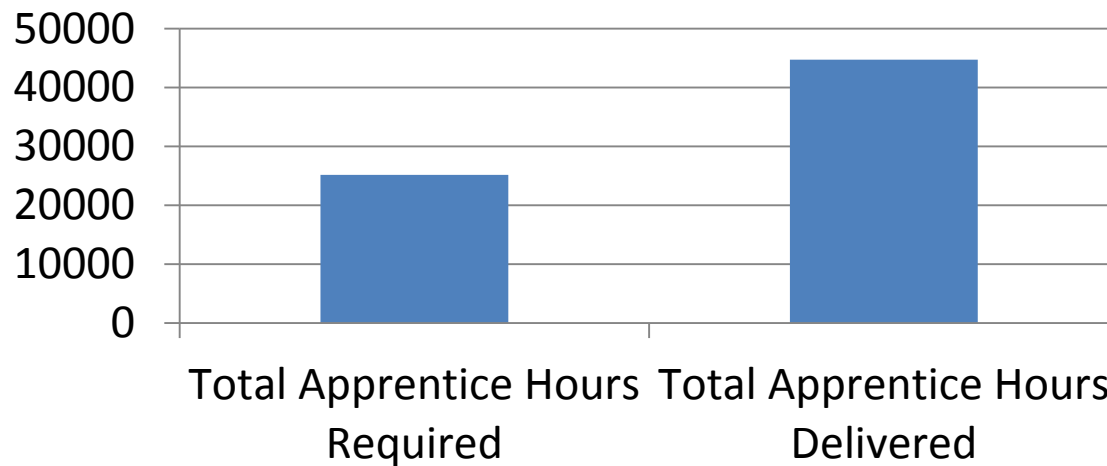
- Program History
- Recent Delivery Experience
- What's new since July 2019
- Recommended Changes
- Next Steps

Program History

	2004 Program	2015 Program
Threshold	\$500,000 and Greater	\$500,000 and Greater
Goal Range	2-3 %	3-8%
Incentive	\$3.00/hour	None
Penalty	\$1.00/hour	\$10.00/hour

Recent Delivery Experience

Apprentice Hours 2010 - 2020



What's New

- Program Review
 - Seattle
 - King County
 - Snohomish County
- RCW Review

Recommended Changes

- Increase threshold from \$500,000 to \$1,000,000
 - Voluntary goal for projects from \$500,000 to \$1,000,000

Engineer's Estimate	Minimum Labor Hours
Under \$500,000	No Goal
\$500,000 - \$1,000,000	Voluntary 3% Goal
\$1,000,000 - \$3,000,000	4%
\$3,000,000 - \$8,000,000	5%
\$8,000,000 - \$12,000,000	6%
\$12,000,000 and greater	8%

Recommended Changes con't

- Increase the penalty from \$10/hour to \$100/hour
- Track apprenticeship hours monthly
- Define when the City may waive the apprenticeship requirements
 - A disproportionately high ratio of material costs to labor hours
 - Projects that are short in duration

Recommended Changes con't

- Define Good Faith Effort for Contractors who are unable to meet the goal:
 - No available apprentices
 - Apprentice retention issues
 - Apprentice to Journeyman ratio
 - Classroom Training resulting in less hours on the project
 - Added or Deleted Work
 - Displace member of current workforce
 - Documented inability to find available apprentices

Next Steps/Timeline

- October 1, 2020 - All projects advertised will include the updated requirements
- October 2020 – September 2021 – Monitoring of the voluntary apprenticeship hours
- September 2021 – Council Update

Questions and Discussion

Anna Vogel, Procurement Manager
360-487-8429





TO: Mayor and City Council

FROM: Eric Holmes, City Manager; Natasha Ramras, Chief Financial Officer

DATE: 9/14/2020

SUBJECT c. 2020-21 Limited Term General Obligation Bonds Update

ATTACHMENTS:

- Summary of Refunding Results

Summary of Refunding Results

Limited Tax General Obligation and Refunding Bonds, 2010

- Principal Amount of Callable Bonds: \$7,655,000
- Maturities: December 1, 2021 – 2035
- TIC of 2010 Bonds: 4.74%
- Call date and Price: December 1, 2020 @ Par

Date of Analysis	5/8/2020 ⁽¹⁾	7/20/2020 ⁽²⁾	8/27/2020 ⁽³⁾
Average Annual Savings	\$132,000	\$162,000	\$162,000
True Interest Cost (TIC)	2.15%	1.49%	1.44%
Total Debt Service Savings	\$2,020,482	\$2,466,722	\$2,470,518
Net PV Savings	\$1,767,213	\$2,257,471	\$2,266,066
% Savings	23.09%	29.49%	29.60%

(1) Savings results from staff report/Council memo.

(2) Savings results from Piper presentation to Council.

(3) Final savings results.

Summary of Refunding Results

Limited Tax General Obligation Bonds, 2011A

- Principal Amount of Callable Bonds: \$7,290,000
- Maturities: December 1, 2022 – 2035
- TIC of 2011A Bonds: 3.98%
- Call date and Price: December 1, 2021 @ Par

Date of Analysis	5/8/2020 ⁽¹⁾	7/20/2020 ⁽²⁾	8/27/2020 ⁽³⁾
Average Annual Savings	\$60,000	\$72,000	\$113,000
True Interest Cost (TIC)	2.75%	2.25%	1.58%
Total Debt Service Savings	\$871,100	\$1,030,138	1,603,322
Net PV Savings	\$719,342	\$865,517	\$1,431,335
% Savings	9.87%	11.87%	19.63%

(1) Savings results from staff report/Council memo.

(2) Savings results from Piper presentation to Council.

(3) Final savings results.

ODOT Tolling Program: I-205 Project Purpose and Need Statement

VANCOUVER
CITY HALL



September 14, 2020

Rebecca Kennedy, Planning Manager
Aaron Lande, Senior Policy Advisor

Presentation Overview

- Background: HB 2017, Portland Metro Area Value Pricing Feasibility Analysis
- Feasibility Analysis final recommendation
- Council's previous Value Pricing policy framework
- I-205 Tolling Project, Draft Purpose and Need
- Recommended Purpose and Need Comments
- Next steps and questions

Prior Council Review

- November 6, 2017 Value Pricing Workshop
- April 2, 2018 Value Pricing Workshop
- June 18, 2018 Value Pricing Workshop
- August 24, 2020 ODOT Tolling Program Workshop

ODOT Tolling Program- Background

- House Bill 2017 passed by the Oregon Legislature in 2017
 - Geographic Boundary
 - Dec. 2018 deadline
 - Implementation of any proposal requires approval by FHWA
- 2017-18: Portland Metro Area Value Pricing Feasibility Analysis

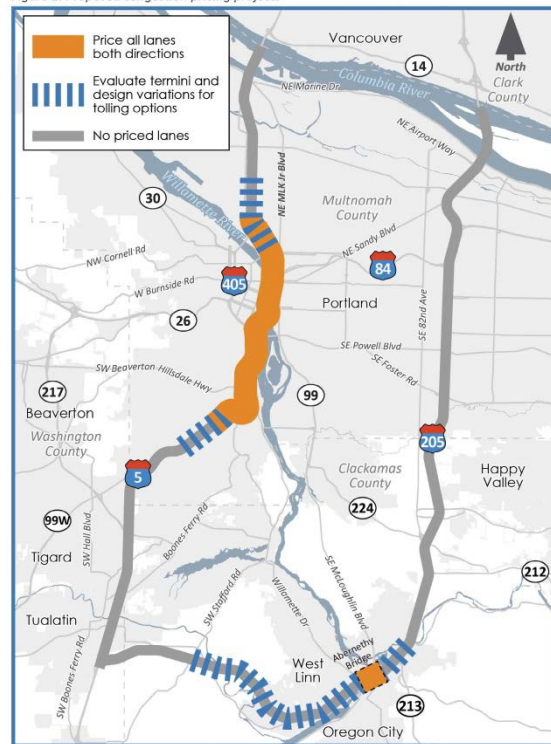


Feasibility Study Recommendation

- Interstate 205: toll all lanes of I-205 on or near the Abernathy Bridge to manage congestion and fund replacement of the Abernathy Bridge and add a third lane between OR-213 and Stafford Road; pricing outside of bridge area to be evaluated (Concept E)
- Interstate 5: Convert all lanes of I-5 to a priced roadway between N. Going Street/Alberta Street and SW Multnomah Blvd. to manage congestion; exact termini of pricing application TBD (Concept B)

PROPOSED TOLLING PROJECTS AND REQUEST

Figure 2. Proposed congestion pricing projects



Feasibility Study Recommendation

Examine longer-term implementation of roadway pricing on all of I-5 and I-205 in the study area; further consideration recommended, including appropriate phasing and associated transportation improvements; should include larger system-wide analysis (Concept C)



Feedback from Feasibility Analysis Process

Key Themes:

- Avoid negatively affecting low-income communities
- Improve transit and other transportation choices
- Address the potential of tolls to divert traffic to local streets

City Council Policy Framework

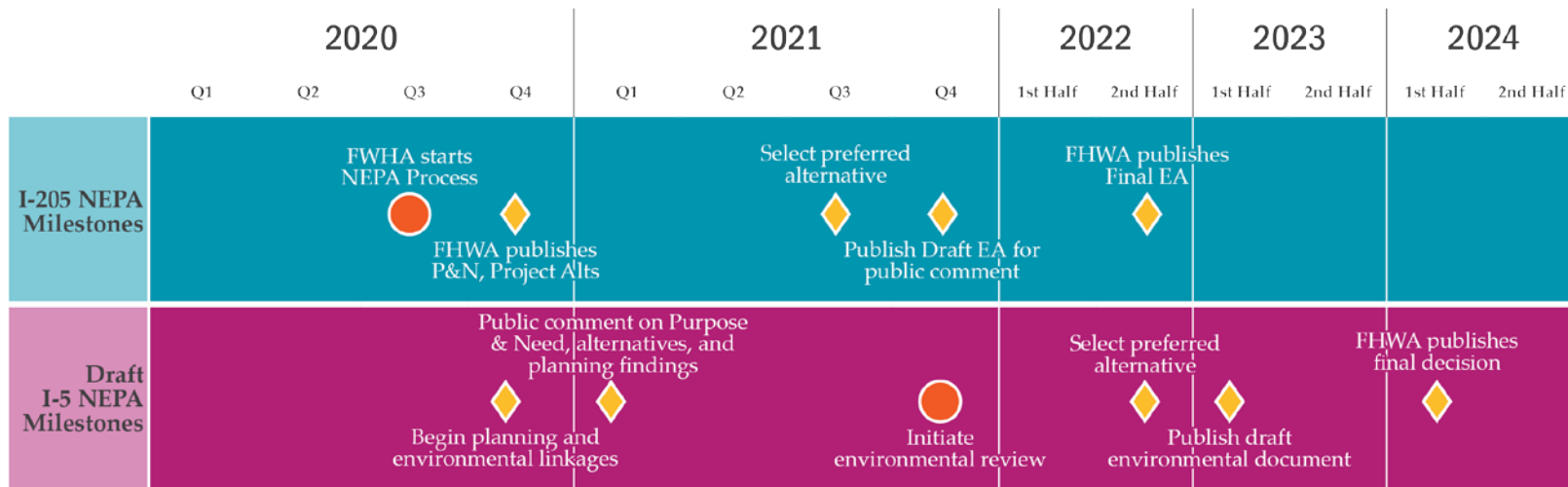
- Regional mitigation of impacts on low-income residents, including enhanced transit service
- Regional analysis of the bi-state transportation system
- Regional Implementation- transit, payers benefit, revenues stay in corridor where they are generated
- Regional Engagement- ongoing engagement with policymakers/constituencies in SW WA

Since the Feasibility Analysis was Completed

ODOT has undertaken the following:

- Working with FHWA to identify the appropriate federal tolling program for each project
- Conducted additional analysis in preparation for the federal NEPA process
- Developed timelines for each project
- Established regional partner agency working groups- data/modeling, transit/multi-modal, regional partner briefings

Oregon Toll Program: NEPA Milestones



NEPA- Participating Agency

- The City of Vancouver has been designated a Participating Agency with the FHWA in the development of the Environmental Assessment (EA) for the I-205 Toll project, pursuant to 23 U.S.C. Section 139.
- Participating Agencies are responsible for identifying issues of concern regarding the Project's potential environmental, social, or economic impacts.
- The intent is to ensure that agencies are fully engaged in the development of the Project and that the decisions regarding alternatives are evaluated in detail in the National Environmental Policy Act (NEPA) analysis.

NEPA- Participating Agency

1. Provide input on defining the purpose and need, determining the range of alternatives to be considered, and the methodologies and level of detail required in the alternatives analysis.
2. Participate in coordination meetings and joint field reviews as appropriate.
3. Provide timely review and comment on the pre-draft environmental documents to reflect the views and concerns of your agency on the adequacy of the document, alternatives considered, and the anticipated impacts and mitigation.

NEPA- Purpose & Need Statement

- Purpose: Defines the transportation problem to be solved and outlines the goals and the objectives of a specific project.
- Need: Provides data to support the problem statement, and describes the key problems and the cause of those problems that are being addressed by the proposed project/action.
- Purpose and Need Statement provides the foundation for which alternatives can be considered and for selecting the preferred alternative
- Goals and Objectives: identify desirable outcomes of the project beyond the purpose and need, and are used in the comparison and evaluation of alternatives studied through the EA

I-205 Toll Project- Draft Purpose Statement

- Manage congestion on I-205 between Stafford Road and OR 213
- Raise revenue to fund congestion relief projects

I-205 Toll Project- Draft Need Statement

- Traffic congestion results in unreliable travel
- Traffic congestion impacts freight movement
- Traffic congestion contributes to climate change
- Critical congestion relief projects need construction funding

I-205 Toll Project- Draft Goals and Objectives

Provide equitable benefits for all users

- Engage and understand populations who have been historically or currently underserved and underrepresented or negatively impacted by transportation projects
- Engage harder to reach communities
- Maximize benefits, minimize burdens
- Equitable and reliable access to jobs, important community places
- Equitable and reliable access to health care facilities and health-promoting activities

Limit additional traffic rerouting

- Toll system design to limit rerouting from tolling
- Toll system design to limit additional noise

Support safe travel regardless of mode

- Reduce congestion
- Ensure multi-modal travel is not less safe on roadways affected by tolling

I-205 Toll Project- Draft Goals and Objectives

Improve air quality / contributions to climate change

- Reduce vehicle air pollutants and GHG emissions
- Reduce localized air pollutants

Support multi-modal transportation choices

- Transit, telework, ridesharing, and infrastructure
- Increase access to a variety of transit service providers

Support regional economic growth

- Reliable movement of goods and people

Support travel demand management

- Efficient use of infrastructure

Maximize integration with future toll systems

- Toll system design

Maximize interoperability with other systems

- Toll system design

Purpose & Need- City of Vancouver Comments

- Maintain current policy framework, move regional mitigation to first priority
- Specific comments related to I-205 Toll Project Purpose & Need Statement and Goals and Objectives:

ODOT Goals & Objectives	Recommended Comment
Support regional economic growth	add language about increasing access to jobs and employment centers throughout the region
support multimodal transportation	add language about supporting increased transit options and frequency of transit service in project area

Next Steps

- Submit comments on draft purpose and need statement by 9/16
- Continue participation in regional partner working groups
- Ongoing updates to Council throughout the process
- Current online open house for I-205 Toll Project- visit <https://odotopenhouse.org/i205toll>

Questions and Discussion

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I-205 Open House: <https://odotopenhouse.org/i205toll>

ODOT Tolling Program: www.OregonTolling.org

